



**Study Session Agenda
City of Council Bluffs, Iowa
September 23, 2019, 3:45 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

STUDY SESSION AGENDA

- A. Review Agenda

Executive Session

- A. Community Development: Brandon Garrett - Property Acquisition



**Council Agenda, City of Council Bluffs, Iowa
Regular Meeting September 23, 2019, 7:00 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

AGENDA

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. CONSENT AGENDA

- A. Approval of Agenda & tape recordings of these proceedings to be incorporated into the official minutes.
- B. Reading, correction and approval of the September 9, 2019 and September 11, 2019 City Council Meeting Minutes.
- C. Resolution 19-216
Resolution accepting the work of Anderson Excavating in connection with the 2nd Avenue Properties Demolition and Restoration Project and authorizing the Finance Department to issue a city check in the amount of \$23,529.68 for final retainage 30 days after acceptance of the work if no claims are filed.
- D. Resolution 19-217
Resolution of intent to dispose of and setting a Public Hearing for October 7, 2019 at 7:00 p.m. for City property generally described as being a portion of Lot 3, Marian Price Addition; a portion of Lots 9 and 10, Southland Gardens; and a portion of Lots 5 and 6, Block 25, Bayliss 3rd Addition. Location: South of 2806 S. 7th Street, 2805 S. 8th Street, and 711 28th Avenue. OTB-19-021
- E. Resolution 19-218
Resolution of intent to dispose of and setting a Public Hearing for October 7, 2019 at 7:00 p.m. for City-owned property legally described as the portion of Lot 3, Block 35, Everett's Addition lying Southeasterly of the Union Avenue Right-of-Way. Location: formerly addressed as 812 S. 17th Street. OTB-19-025
- F. July FY20 Financial Reports
- G. Claims
- H. Right of Redemption

4. PUBLIC HEARINGS

A. Resolution 19-219

Resolution authorizing the Mayor to execute the five year billboard lease agreement with The Lamar Companies.

B. Resolution 19-220

Resolution authorizing the Mayor to execute the purchase agreement for the sale of Lot 1 of the River Road Subdivision.

C. Resolution 19-221

Resolution granting final plat approval of a one-lot residential subdivision to be known as McKenzie Estate, legally described as being a replat of Lots 8 through 10, Block 2 and Lots 3 through 8, Block 3, all in Oak Grove Addition and the vacated Lindberg Drive adjoining said Blocks 2 and 3. Location: East of Madison Avenue and southwest of Grove Street. SUB-19-009

5. ORDINANCES ON 1ST READING

A. Ordinance 6402

Ordinance to Amend Title 3, Business Regulation and Licenses of the 2015 Municipal Code of Council Bluffs, Iowa by repealing existing Chapter 3.58 "Street Sales" and replacing it with a new Chapter 3.58 entitled "Mobile Food Vendors".

6. RESOLUTIONS

A. Resolution 19-222

Resolution accepting the bid of Carley Construction, LLC in the amount of \$717,497.50 for the Mid-America Center Parking Lots Rehab, Phase 2. Project # BM20-01

B. Resolution 19-223

Resolution amending the planned commercial development plan for properties legally described as Lots 1 and 2, and part of Outlot 1, Plaza at the MARCC relative to signage. Location: 20 and 40 Arena Way. PC-02-002(M1)

C. Resolution 19-224

Resolution endorsing an application for RISE Program Funding in connection with the Gifford Road Reconstruction, Phase III project.

D. Resolution 19-225

Resolution amending the planned commercial development plan for Lot 1, Bluffs Vision II Subdivision Replat 1 relative to attached signage. Location: 3220 23rd Avenue. PC-03-001(M)

E. Resolution 19-226

Resolution approving an eighth location for the display of the Iowa West Foundation's art collection on city property in Tom Hanafan River's Edge Park. The piece known as "Looking Up" will be added to the collection and the rights and duties of the parties shall be as set out in the public art license agreement entered between the City and the Foundation on September 22, 2006.

F. Resolution 19-227

Resolution approving the City Street Financial Report ending June 30, 2019

7. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor Licenses

1. Barleys, 114 W Broadway (Special Event) (Contingent on Department approval)
2. Bertha's, 1322 N 16th St
3. Full Fledge Brewing Company, 40 Arena Way, Ste 2 (Special Event)
4. Texas Roadhouse, 3231 S 24th St

B. Cigarette Permit

C. Noise Variance Request

8. OTHER BUSINESS

9. CITIZENS REQUEST TO BE HEARD

10. ADJOURNMENT

DISCLAIMER:

If you plan on attending this meeting and require assistance please notify the City Clerk's office at (712) 890-5261, by 5:00 p.m., three days prior to the meeting.



City Council Meeting Minutes September 9, 2019

CALL TO ORDER

Mayor Matthew Walsh called the meeting to order on Monday September 9, 2019 at 7:00 p.m.

Council Members present: Melissa Head, Roger Sandau, Nate Watson, Sharon White and Mike Wolf.

Staff Present: Richard Wade and Jodi Quakenbush.

CONSENT AGENDA

Approval of Agenda & tape recordings of these proceedings to be incorporated into the official minutes.

Reading, correction and approval of the August 26, 2019 City Council Meeting Minutes.

Resolution 19-208

Resolution of intent to dispose and set of Public Hearing for September 23, 2019 at 7:00 p.m. for an interest in city property by entering into a five year billboard lease agreement with the Lamar Companies.

Resolution 19-209

Resolution of intent to approve the terms of a purchase agreement for the sale of lot 1 of the river road subdivision and to set a Public Hearing for September 23, 2019 at 7:00 p.m.

Notice of Right of Redemption, Offer to Buy & Claims

Sharon White and Mike Wolf moved and seconded approval of Consent Agenda. Unanimous, 5-0 vote.

PUBLIC HEARINGS

Ordinance 6397

Ordinance to amend the zoning map as adopted by reference in Section 15.02.070, by rezoning property legally described as being all of Blks 7 & 8, Bryan & Clark's Subdivision & the vacated S. 33rd St right-of-way in between said blocks; & all of Blk 6, Ferry's Addition, along with all vacated alleys adjacent to said subdivision blocks, from R-3/Low Density Multifamily Residential District to MCR/Mixed Commercial Residential District, as defined in Chapter 15.12. Location: Between 1st Ave and 2nd Ave from S 32nd St to S 34th St.

Ordinances 6398, 6399 & 6400

Ordinances to amend several sections of Title 15 "Zoning" by enacting Chapter 15.12 "MCR/Mixed Commercial Residential District;" by amending Chapter 15.27 "Zoning Districts" to add "MCR/Mixed Commercial Residential District" as a new commercial district; and by amending Chapter 15.33 "Signs" to establish sign standards for the MCR/Mixed Commercial Residential District.

Melissa Head and Nate Watson moved and seconded approval of Second Consideration of Ordinances 6397, 6398, 6399 & 6400. Unanimous, 5-0 vote.

Nate Watson and Sharon White moved and seconded approval of Motion to waive Third Consideration on Ordinances 6397, 6398, 6399 & 6400. Ordinances pass to law. Unanimous, 5-0 vote.

Resolution 19-210

Resolution authorizing the Mayor and City Clerk to execute a quit claims deed to the State of Iowa in connection with Council Bluffs Interstate Systems Improvements

Roger Sandau and Melissa Head moved and seconded approval of Resolution 19-210. Unanimous, 5-0 vote.

Resolution 19-211

Resolution to vacate and dispose of Lot 1, Block 11, Everett's Addition, and the North ½ of the vacated alley adjacent. Location: Formerly addressed as 1827 3rd Avenue. OTB-19-023

Heard from Danny Starr, 2004 30th Avenue
Sharon White and Melissa Head moved and seconded approval of Resolution 19-211. Unanimous, 5-0 vote.

Resolution 19-212

Resolution to vacate and dispose of property described as Lot 2, River Road Subdivision. Location: North of 2849 River Road. OTB-19-024

Roger Sandau and Nate Watson moved and seconded approval of Resolution 19-212. Unanimous, 5-0 vote.

ORDINANCES ON 2ND READING

Ordinance 6401

An Ordinance to amend Title 5, Public Safety and Morals of the 2015 Municipal Code of Council Bluffs, Iowa, by amending Section 8.85.026 "Providing Alcohol to Minor".

Melissa Head and Roger Sandau moved and seconded approval of Second Consideration of Ordinance 6401. Unanimous, 5-0 vote.

Nate Watson and Melissa Head moved and seconded approval of Motion to waive Third Consideration of Ordinance 6401. Ordinance passes to law. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 19-213

Resolution authorizing the mayor to execute and accept the deed of dedication for right-a-way purposes from the Edward L. and Frances M. Morris Trust.

Sharon White and Nate Watson moved and seconded approval of Resolution 19-213, with an effective date of October 14, 2019. Unanimous, 5-0 vote.

Resolution 19-214

Resolution certifying the FY2019 Water, Sewer, and Refuse collection lien schedule for nonpayment to the County Treasurer to be assessed against the owner's property.

Sharon White and Melissa Head moved and seconded approval of Resolution 19-214. Unanimous, 5-0 vote.

Resolution 19-215

Resolution authorizing the Mayor to execute an agreement with Snyder & Associates for engineering services in connection with the 6th Avenue Pump Station Trash Rack Rehab. Project PW20-14

Melissa Head and Mike Wolf moved and seconded approval of Resolution 19-215. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses: 1) Brewski's Beverage, 726 Creek Top, 2) The Dock Bar & Grill, 401 Veterans Memorial Hwy (Special Event), 3) Family Dollar Store #24414, 2801 W Broadway (New Application), 4) Golden Q Billiards and Sports Lounge, 807 S 21st Street, 5) Jonesy's Taco House, 1117 16 Avenue, 6) Lincoln's Pub, 157 W Broadway

2 Noise Variance Requests

Melissa Head and Nate Watson moved and seconded approval of Applications for permits and cancellations, Items 7A, 1-9 & B. Unanimous, 5-0 vote.

OTHER BUSINESS

CITIZENS REQUEST TO BE HEARD

Heard from Robert Fairchild, 2412 South 19th Street.

ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:20 pm.

The tape recording of this proceeding, though not transcribed, is part of the record of each respective action of the City Council. The tape recording of this proceeding is incorporated into these official minutes of this Council meeting as if they were transcribed herein.

Matthew J. Walsh, Mayor

Attest: Jodi Quakenbush, City Clerk



City Council Special Meeting Minutes September 11, 2019

CALL TO ORDER

Mayor Pro Tem Sharon White called the meeting to order on Wednesday September 11, 2019 at 11:30 a.m.

Council Members present via phone: Melissa Head, Roger Sandau, Nate Watson and Mike Wolf.

Staff Present: Richard Wade and Jodi Quakenbush.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses

Primos Mexican Restaurant, 930 5th Avenue

Roger Sandau and Melissa Head moved and seconded approval of Applications for Permits and Cancellations, Liquor License Item 3A. Voice Vote, 5-0 vote.

ADJOURNMENT

Mayor Pro Tem Sharon White adjourned the meeting at 11:31 am.

The tape recording of this proceeding, though not transcribed, is part of the record of each respective action of the City Council. The tape recording of this proceeding is incorporated into these official minutes of this Council meeting as if they were transcribed herein.

Sharon White, Mayor Pro Tem

Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Community
Development
Case/Project No.:
Submitted by: Courtney Harter

Resolution 19-216
ITEM 3.C.

Council Action: 9/23/2019

Description

Resolution accepting the work of Anderson Excavating in connection with the 2nd Avenue Properties Demolition and Restoration Project and authorizing the Finance Department to issue a city check in the amount of \$23,529.68 for final retainage 30 days after acceptance of the work if no claims are filed.

Background/Discussion

In 2012, the City began purchasing property along the 1st Avenue corridor as part of its West Broadway Redevelopment Plan. The first large property purchase was the Bunge grain elevators with structure demolition completed in 2014. Demolition did not include complete site restoration due to insufficient funds. In 2014, the City purchased the Interstate Echo Corporation and Echo Group properties located along 2nd Avenue which included six parcels from 30th to 35th Streets. The project included demolition and restoration of 3036 and 3426 2nd Avenue as well as site restoration on the north side of the 3100 block along 1st Avenue.

The low bid for the project was submitted by Anderson Excavating for \$463,453.50.

In August, Anderson Excavating completed the site work per design specifications. The buildings were demolished and the sites restored to accommodate future redevelopment.

The final project financials can be summarized as follows:

Original contract amount	463,453.50
Change Order #1	2,640.00
Change Order #2	4,500.00
Final contract amount	\$470,593.50
Liquidated damages deduction	-
Retainage Due to Contractor (5%)	\$23,529.68

The project engineer has inspected the work covered under this contract, finds the work complete and recommends the City accept the improvements.

Recommendation

The Community Development Department recommends acceptance of the work by Anderson Excavating in connection with the 2nd Avenue Properties Demolition and Restoration Project and also authorization for the Finance Department to issue a final check in the amount of \$23,529.68 for final retainage after 30 days if no claims are filed.

ATTACHMENTS:

Description	Type	Upload Date
Acceptance of work by Engineer	Resolution	9/12/2019
Resolution 19-216	Resolution	9/17/2019



STATEMENT OF SUBSTANTIAL COMPLETION

September 12, 2019

Ms. Courtney Harter
Community Development Project Coordinator
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

This Statement of Substantial Completion is associated to the work of the demolition and restoration of 3036 2nd Avenue, 3426 2nd Avenue, and the north half of the 3100 block of 2nd Avenue within Council Bluffs, Iowa, according to the plans and specifications entitled "2nd Avenue Sites – Demolition and Restoration" under contract by and between the City of Council Bluffs (Owner) and Anderson Excavating Co. (Contractor). Snyder & Associates, Inc. certifies that the work as completed is in reasonably close conformance with the plans and specifications for said work. Snyder & Associates, Inc. did not perform construction observation for this work and cannot attest to subsurface conditions. Final finish grades have been visually observed. As of the end of day, September 11, 2019, work associated with this project has been substantially completed.

Respectfully Submitted,

SNYDER & ASSOCIATES, INC.

Barbara J. Johnston, PE
Project Engineer

RESOLUTION NO. 19-216

A RESOLUTION ACCEPTING THE WORK OF ANDERSON EXCAVATING IN CONNECTION WITH THE 2ND AVENUE PROPERTIES DEMOLITION AND RESTORATION PROJECT AND AUTHORIZING THE FINANCE DEPARTMENT TO ISSUE A CITY CHECK IN THE AMOUNT OF \$23,529.68 30 DAYS AFTER ACCEPTANCE OF THE WORK.

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Anderson Excavating for restoration activities located at 3036 2nd Avenue, 3426 2nd Avenue and the north half of the 3100 block and 1st Avenue; and

WHEREAS, such improvements included the demolition of the existing buildings and backfill; and

WHEREAS, the contractor has completed the construction of said improvements in accordance with the terms and conditions of their contract, plans and specifications filed with the City Clerk, along with all approved change orders; and

WHEREAS, a request for final payment in the amount of \$23,529.68 from Anderson Excavating has been submitted to the City Council for approval and payment; and

WHEREAS, final payment is due 30 days after acceptance of the work, assuming all other contract obligations have been met and no claims have been filed; and

WHEREAS, the City Council of the City of Council Bluffs has been advised and does believe that said \$23,529.68 constitutes a valid obligation of the City and should in its best interest be paid.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That said report of the engineer is hereby approved and adopted and the improvements are hereby accepted as having been completed in accordance with said plans and specifications.

BE IT FURTHER RESOLVED

That the Finance Department is hereby authorized and directed to issue a City check in the amount of \$23,529.68 payable to Anderson Excavating from budget code cost center Z50300-649965-00453.

ADOPTED
AND
APPROVED:

September 23, 2019

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

Department: Community

Development

Case/Project No.: OTB-19-021

Submitted by: Chris Meeks,

Planner

Resolution 19-217

ITEM 3.D.

Council Action: 9/23/2019

Description

Resolution of intent to dispose of and setting a Public Hearing for October 7, 2019 at 7:00 p.m. for City property generally described as being a portion of Lot 3, Marian Price Addition; a portion of Lots 9 and 10, Southland Gardens; and a portion of Lots 5 and 6, Block 25, Bayliss 3rd Addition. Location: South of 2806 S. 7th Street, 2805 S. 8th Street, and 711 28th Avenue. OTB-19-021

Background/Discussion

See attachments.

Recommendation

ATTACHMENTS:

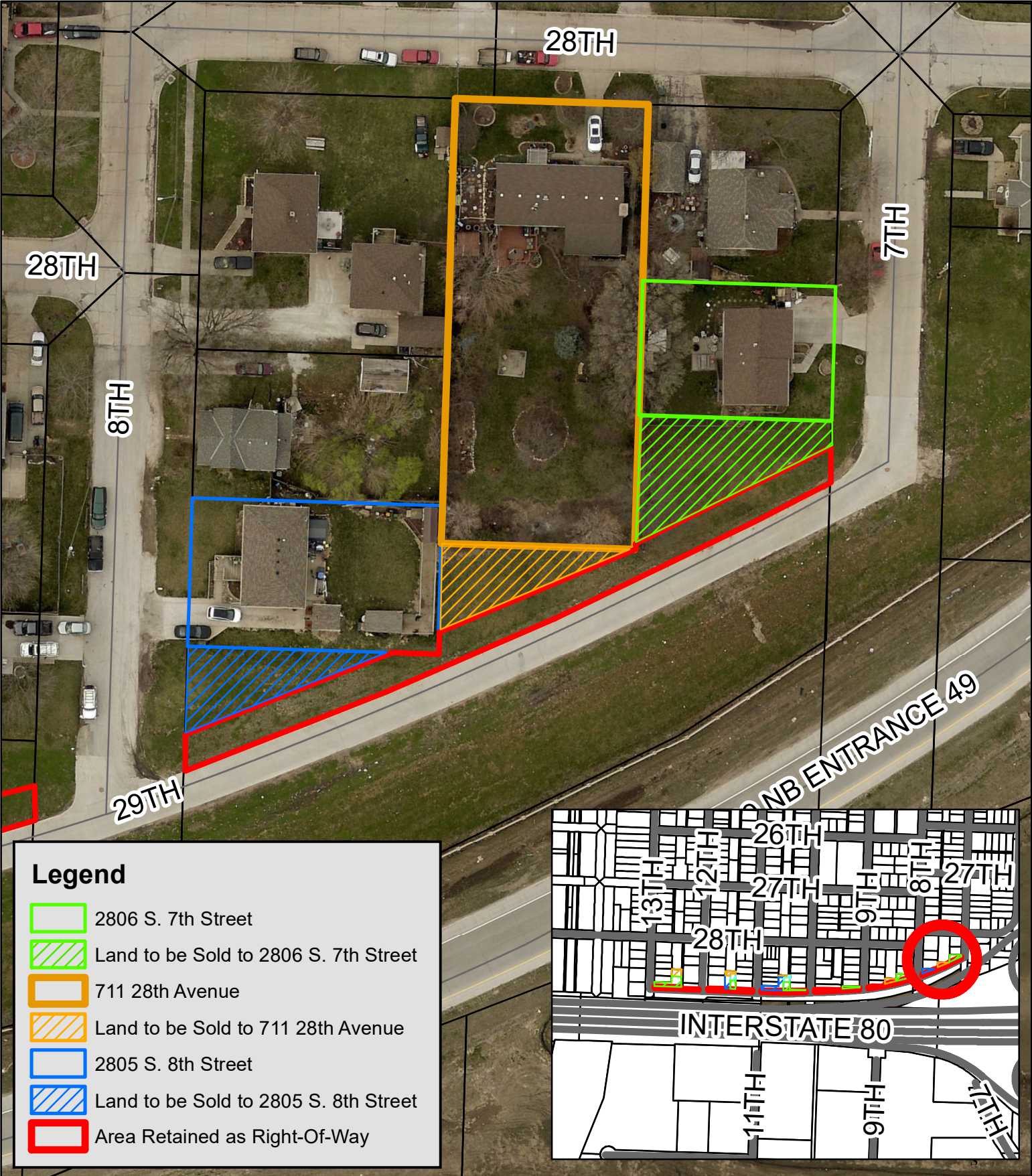
Description	Type	Upload Date
OTB-19-021 Staff Report	Other	9/12/2019
OTB-19-021 Attachment A	Map	9/12/2019
OTB-19-021 Attachments B - D (Surveys)	Other	9/12/2019
OTB-19-021 Public Hearing Notice	Other	9/12/2019
Resolution 19-217	Resolution	9/17/2019

Council Communication

Department: Community Development CASE #OTB-19-021 Applicant: City of Council Bluffs	Resolution of Intent No. _____ Resolution to Dispose No. _____	Set Public Hearing: 9/23/2019 Public Hearing: 10/7/2019
Subject/Title		
<p>Request of the City of Council Bluffs to dispose of surplus city property associated with the former right-of-way of 29th Avenue, a roadway which has been converted to an alleyway. The subject properties are generally described as being a portion of Lot 3, Marian Price Addition; a portion of Lots 9 and 10, Southland Gardens; and a portion of Lots 5 and 6, Block 25, Bayliss 3rd Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa.</p> <p>Location: South of 2806 S. 7th Street, 2805 S. 8th Street, and 711 28th Avenue</p>		
Background/Discussion		
<p>In June of 2018, the Iowa Department of Transportation deeded to the City of Council Bluffs a portion of property near the former right-of-way of 29th Avenue, which was previously acquired by the Iowa DOT to accommodate the Interstate 80/Interstate 35 Interstate project. It was determined by the Community Development Department, Public Works Department, and City Owned Property Committee that the best course of action to dispose of these surplus properties would be to offer them to adjacent property owners in a manner that would correct any nonconformities, keep lot shapes as uniform in shape as possible, and to allow property owners reasonable use of the acquired property. It was determined that the value for each property should be established using the adopted Street, Alley, and Public Ground Vacation schedule. Since none of the properties are exclusively buildable, the City Owned Property Committee has proposed to sell the properties to adjacent property owners using a forgivable mortgage, requiring an initial 10% down payment with the remaining value being forgiven after 2 years of satisfactory maintenance of the property.</p> <p>The following property owners were offered the opportunity to purchase a section of the surplus property:</p> <ul style="list-style-type: none"> • Edward M. and Sheri L. Hotz, owners of the property addressed as 2805 S. 8th Street, have indicated they are willing to purchase the property generally described as a portion of Lots 5 and 6, Block 25, Bayliss 3rd Addition (as shown on Attachment B). The property contains 2,549 square feet, with a total land value established at \$412.35. • Michael Patrick and Nancy Brooks, owners of the property addressed as 711 28th Avenue, have indicated they are willing to purchase the property generally described as a portion of Lots 9 and 10, Southland Gardens (as shown on Attachment C). The property contains 2,150 square feet, with a total land value established at \$352.50. • Travis B. and Ashley Gulick, owners of the property addressed as 2806 S. 7th Street, have indicated they are willing to purchase the property generally described as a Portion of Lot 3, Marian Price Addition (as shown on Attachment D). The property contains 3,150 square feet, with a total land value established at \$502.50. 		

<p style="text-align: center;">Recommendation</p> <p>The Community Development Department recommends setting a public hearing on the disposal of the above described properties on the October 7, 2019 City Council Meeting.</p> <p>Attachment A: Case map Attachment B: Survey of Property adjacent to 2805 S. 8th Street Attachment C: Survey of Property adjacent to 711 28th Avenue Attachment D: Survey of Property adjacent to 2806 S. 7th Street</p> <p>Prepared By: Chris Meeks, Planner, Community Development Department</p>

CASE #OTB-19-021
CASE MAP



ATTACHMENT B

RECORDER'S INDEX	
LOT: 5 AND 6	
BLOCK: 25	
SUBDIVISION: BAYLISS 3RD ADDITION	
ALIQUOT PART:	
SECTION: /TOWNSHIP: / RANGE:	
CITY: COUNCIL BLUFFS	
COUNTY: POTTAWATTAMIE	
PROPRIETOR: CITY OF COUNCIL BLUFFS	
REQUESTED BY: CITY OF COUNCIL BLUFFS	
DATE OF FIELD SURVEY:	

RETURN TO: DAVE VERMILLION CITY OF COUNCIL BLUFFS PUBLIC WORKS 209 PEARL ST. COUNCIL BLUFFS, IA 51503
 PREPARED BY: JONATHAN M. LEISINGER, P.L.S., HGM ASSOCIATES INC., P.O. BOX 919, COUNCIL BLUFFS, IOWA 51502 (712)323-0530

PROJECT
29TH AVENUE

EXHIBIT "A"

PAGE 1 OF 1
PARCEL NO. 3

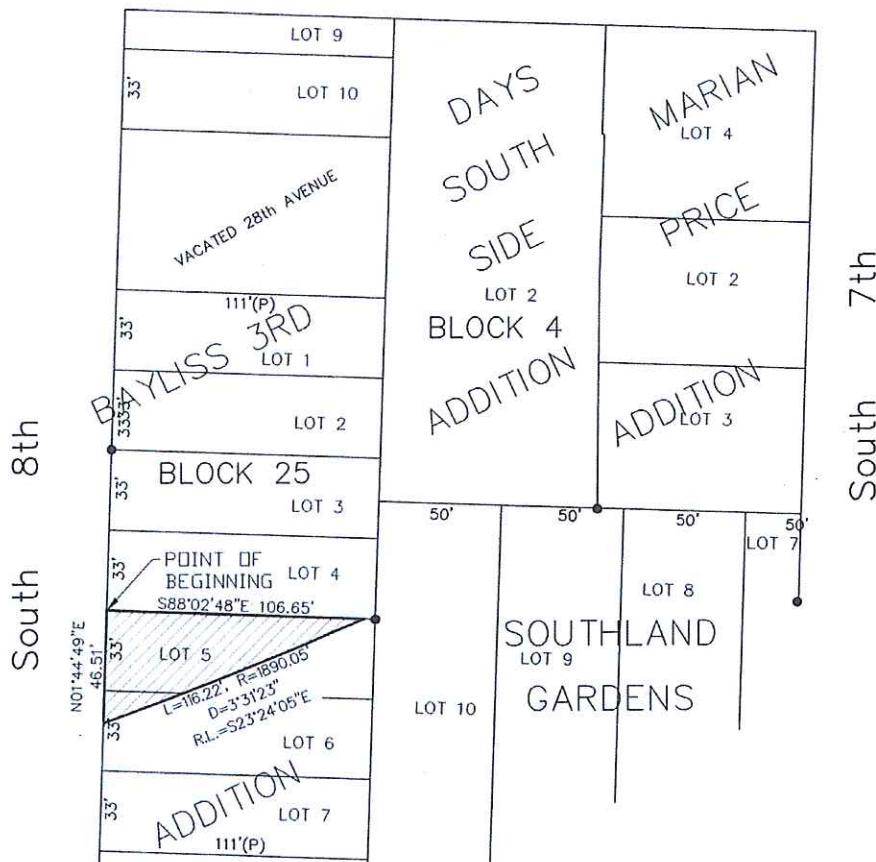
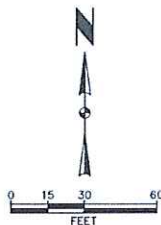
EXCESS RIGHT-OF-WAY

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 5 AND LOT 6, BLOCK 25, BAYLISS 3RD ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE ON THE NORTH LINE OF SAID LOT 5, SOUTH 88 DEGREES 02 MINUTES 48 SECONDS EAST, 106.65 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY TO WHICH POINT A RADIAL LINE BEARS SOUTH 23 DEGREES 24 MINUTES 05 SECONDS EAST, 1890.05 FEET; THENCE WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 31 MINUTES 23 SECONDS, 116.22 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 25; THENCE ON SAID WEST LINE, NORTH 01 DEGREE 44 MINUTES 49 SECONDS EAST, 46.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 2,549 SQUARE FEET (0.059 ACRE), MORE OR LESS.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JONATHAN M. LEISINGER
 DATE September 10, 2019
 LICENSE NUMBER 14415
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
 PAGES OR SHEETS COVERED BY THIS SEAL: 1
 SHEET 1 OF 1

POTTAWATTAMIE COUNTY

PROJECT NO. 150717

DATE DRAWN 09-04-2019 DRAWN BY DEF

CONTRACT DATED _____
 CONSIDERATION \$ _____
 RANGE _____
 TOWNSHIP _____
 SECTION _____
 TEMPORARY EASEMENT 0 s.f. ACQUIRED BY _____
 EXCESS RIGHT-OF-WAY 2,549 s.f.

ATTACHMENT C

RECORDER'S INDEX	
LOT: 9 AND 10	
BLOCK:	
SUBDIVISION: SOUTHLAND GARDENS	
ALIQUOT PART:	
SECTION: /TOWNSHIP: / RANGE:	
CITY: COUNCIL BLUFFS	
COUNTY: POTTAWATTAMIE	
PROPRIETOR: CITY OF COUNCIL BLUFFS	
REQUESTED BY: CITY OF COUNCIL BLUFFS	
DATE OF FIELD SURVEY:	

RETURN TO: DAVE VERMILLION CITY OF COUNCIL BLUFFS PUBLIC WORKS 209 PEARL ST. COUNCIL BLUFFS, IA 51503
 PREPARED BY: JONATHAN M. LEISINGER, P.L.S., HGM ASSOCIATES INC., P.O. BOX 919, COUNCIL BLUFFS, IOWA 51502 (712)323-0530

PROJECT
29TH AVENUE

EXHIBIT "A"

PAGE 1 OF 1
PARCEL NO. 4

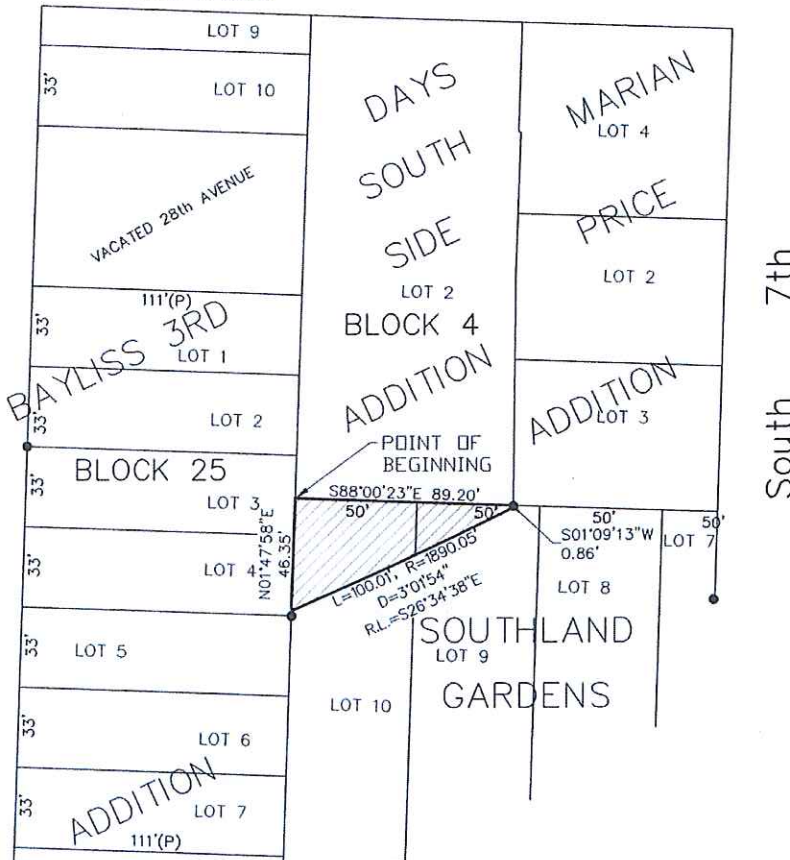
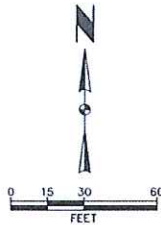
EXCESS RIGHT-OF-WAY

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 9 AND LOT 10, SOUTHLAND GARDENS, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10 IN SAID SOUTHLAND GARDENS; THENCE ON THE NORTH LINE OF SAID SOUTHLAND GARDENS, SOUTH 88 DEGREES 00 MINUTES 23 SECONDS EAST, 89.20 FEET; THENCE SOUTH 01 DEGREE 09 MINUTES 13 SECONDS WEST, 0.86 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY TO WHICH POINT A RADIAL LINE BEARS SOUTH 26 DEGREES 34 MINUTES 38 SECONDS EAST, 1890.05 FEET; THENCE WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES 01 MINUTE 54 SECONDS, 100.01 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHLAND GARDENS; THENCE ON SAID WEST LINE, NORTH 01 DEGREE 47 MINUTES 58 SECONDS EAST, 46.35 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 2,150 SQUARE FEET (0.049 ACRE), MORE OR LESS.



	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
	JONATHAN M. LEISINGER	September 10, 2019
	LICENSE NUMBER 14415	DATE
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020	
	PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 1	

POTTAWATTAMIE COUNTY

PROJECT NO. 150717

DATE DRAWN 09-04-2019 DRAWN BY DEF

CONTRACT DATED _____
 CONSIDERATION \$ _____
 RANGE _____
 TOWNSHIP _____
 SECTION _____
 EXCESS RIGHT-OF-WAY 2,150 s.f.
 TEMPORARY EASEMENT 0 s.f. ACQUIRED BY _____

ATTACHMENT D

RECORDER'S INDEX	
LOT: 3	
BLOCK:	
SUBDIVISION: MARIAN PRICE ADDITION	
ALIQUOT PART:	
SECTION: /TOWNSHIP: / RANGE:	
CITY: COUNCIL BLUFFS	
COUNTY: POTTAWATTAMIE	
PROPRIETOR: CITY OF COUNCIL BLUFFS	
REQUESTED BY: CITY OF COUNCIL BLUFFS	
DATE OF FIELD SURVEY:	

RETURN TO: DAVE VERMILLION CITY OF COUNCIL BLUFFS PUBLIC WORKS 209 PEARL ST. COUNCIL BLUFFS, IA 51503
 PREPARED BY: JONATHAN M. LEISINGER, P.L.S., HGM ASSOCIATES INC., P.O. BOX 919, COUNCIL BLUFFS, IOWA 51502 (712)323-0530

PROJECT
29TH AVENUE

EXHIBIT "A"

PAGE 1 OF 1
PARCEL NO. 5

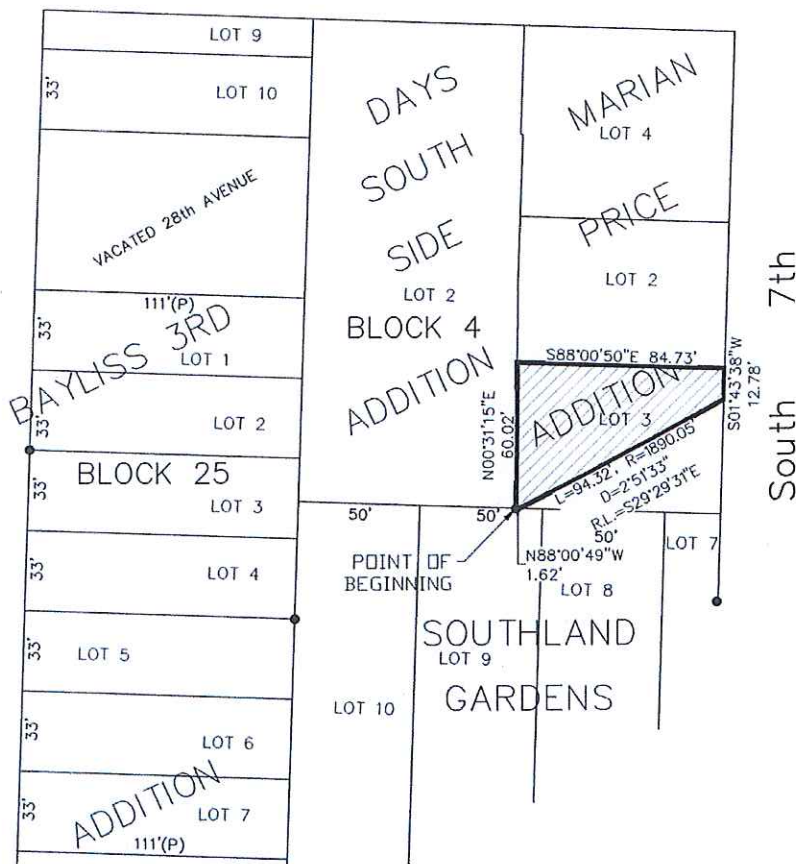
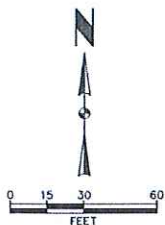
EXCESS RIGHT-OF-WAY

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 3, MARIAN PRICE ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ON THE WEST LINE OF SAID LOT 3, NORTH 00 DEGREES 31 MINUTES 15 SECONDS EAST, 60.02 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE ON THE NORTH LINE OF SAID LOT 3, SOUTH 88 DEGREES 00 MINUTES 50 SECONDS EAST, 84.73 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE ON THE EAST LINE OF SAID LOT 3, SOUTH 01 DEGREE 43 MINUTES 38 SECONDS WEST, 12.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY TO WHICH POINT A RADIAL LINE BEARS SOUTH 29 DEGREES 29 MINUTES 31 SECONDS EAST, 1890.05 FEET; THENCE WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 51 MINUTES 33 SECONDS, 94.32 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE ON SAID SOUTH LINE, NORTH 88 DEGREES 00 MINUTES 49 SECONDS WEST, 1.62 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 3,150 SQUARE FEET (0.072 ACRE), MORE OR LESS.



	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
	JONATHAN M. LEISINGER	September 10, 2019
	LICENSE NUMBER 14415	DATE
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020	
	PAGES OR SHEETS COVERED BY THIS SEAL: SHEET 1 OF 1	

POTTAWATTAMIE COUNTY

PROJECT NO. 150717

DATE DRAWN 09-04-2019 DRAWN BY DEF

CONTRACT DATED _____
 CONSIDERATION \$ _____
 RANGE _____
 TOWNSHIP _____
 SECTION _____
 EXCESS RIGHT-OF-WAY 3,150 s.f.
 TEMPORARY EASEMENT 0 s.f. ACQUIRED BY _____

**NOTICE OF PUBLIC HEARING
ON INTENT TO DISPOSE AND CONVEY CITY PROPERTY**

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to dispose of property generally described as being a portion of Lot 3, Marian Price Addition; a portion of Lots 9 and 10, Southland Gardens; and a portion of Lots 5 and 6, Block 25, Bayliss 3rd Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 7th day of October, 2019, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush

City Clerk

CWM

Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 328-4629
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 890-5261

RESOLUTION NO. 19-217

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY GENERALLY DESCRIBED AS BEING A PORTION OF LOT 3, MARIAN PRICE ADDITION; A PORTION OF LOTS 9 AND 10, SOUTHLAND GARDENS; AND A PORTION OF LOTS 5 AND 6, BLOCK 25, BAYLISS 3RD ADDITION, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City hereby declares its intent to consider disposition of this portion of City property generally described as being a portion of Lot 3, Marian Price Addition; a portion of Lots 9 and 10, Southland Gardens; and a portion of Lots 5 and 6, Block 25, Bayliss 3rd Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa, by conveying and quitclaiming all of its right, title and interest in it to abutting property owners.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the City does hereby express its intent to dispose of City owned property generally described as being a portion of Lot 3, Marian Price Addition; a portion of Lots 9 and 10, Southland Gardens; and a portion of Lots 5 and 6, Block 25, Bayliss 3rd Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa; and
BE IT FURTHER RESOLVED

That a public hearing be scheduled for October 7, 2019.

ADOPTED
AND
APPROVED: September 23, 2019

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

(Case #OTB-19-021)

Council Communication

Department: Community

Development

Case/Project No.: OTB-19-025

Submitted by: Chris Meeks,

Planner

Resolution 19-218

ITEM 3.E.

Council Action: 9/23/2019

Description

Resolution of intent to dispose of and setting a Public Hearing for October 7, 2019 at 7:00 p.m. for City-owned property legally described as the portion of Lot 3, Block 35, Everett's Addition lying Southeasterly of the Union Avenue Right-of-Way. Location: formerly addressed as 812 S. 17th Street. OTB-19-025

Background/Discussion

See attachments.

Recommendation

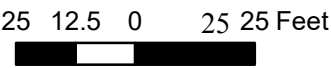
ATTACHMENTS:

Description	Type	Upload Date
OTB-19-025 Staff Report	Other	9/13/2019
OTB-19-025 Case Map	Map	9/13/2019
OTB-19-025 Public Hearing Notice	Other	9/13/2019
Resolution 19-218	Resolution	9/17/2019

Council Communication

Department: Community Development CASE #OTB-19-025 Applicant: Stacey Gunter 1700 9 th Avenue Council Bluffs, IA 51501	Resolution of Intent No. _____ Resolution to Dispose No. _____	Set Public Hearing: 9/23/2019 Public Hearing: 10/7/2019										
Subject/Title												
Request of Stacey Gunter to purchase the City-owned property legally described as the portion of Lot 3, Block 35, Everett's Addition lying Southeasterly of the Union Avenue Right-of-Way, City of Council Bluffs, Pottawattamie County, Iowa. The property was formerly addressed as 812 S. 17 th Street.												
Background/Discussion												
<p>The City has received an offer to purchase the property described above. The property is classified as 'transitional dispose' and 'buildable-restrictions'. The applicant owns the property addressed as 1700 9th Avenue, which is directly South of the subject lot, and has requested to purchase the property to use as additional greenspace and to construct a garage in the future. The property has very limited building potential due to its configuration, however, based on I-2 District setback requirements a building up to 400 square feet could be constructed upon it. If the subject property were to be sold and combined with the Applicant's property there would be a significantly greater buildable area, as setback would be based upon the entirety of the premise. The last assessed value of this parcel was \$6,736.00, though using the Street, Alley, and Public Ground Vacation fee schedules for non-buildable parcels, the value established for this parcel would be \$435.00.</p> <p>The applicant has offered \$435.00 to purchase the parcel, and has submitted a \$43.50 down payment. The applicant has requested that the remaining value of the property be forgiven using a forgivable mortgage. As is stated in the adopted Inventory and Disposal Policy for Surplus City Policy, any property that has been listed on the Disposal list for greater than 24 months is eligible for a forgivable mortgage. Because this property was only acquired by the City of Council Bluffs on March 24, 2015, approximately 4.5 years ago, it is eligible for a forgivable mortgage.</p> <p>The following costs have been incurred on this property:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Permits and Inspections Division:</td> <td>\$ 9,940.00- Demolition</td> </tr> <tr> <td>Permits and Inspections Division:</td> <td>\$ 150.00- Title Work</td> </tr> <tr> <td>Permits and Inspections Division:</td> <td>\$ 140.00- Costs to Pottawattamie County</td> </tr> <tr> <td>Permits and Inspections Division:</td> <td>\$ 500.00- Environmental Cleanup</td> </tr> <tr> <td>Total</td> <td>\$10,730.00</td> </tr> </table>			Permits and Inspections Division:	\$ 9,940.00- Demolition	Permits and Inspections Division:	\$ 150.00- Title Work	Permits and Inspections Division:	\$ 140.00- Costs to Pottawattamie County	Permits and Inspections Division:	\$ 500.00- Environmental Cleanup	Total	\$10,730.00
Permits and Inspections Division:	\$ 9,940.00- Demolition											
Permits and Inspections Division:	\$ 150.00- Title Work											
Permits and Inspections Division:	\$ 140.00- Costs to Pottawattamie County											
Permits and Inspections Division:	\$ 500.00- Environmental Cleanup											
Total	\$10,730.00											
Recommendation												
The Community Development Department recommends setting a public hearing on the disposal of the above described property on the August 26, 2019 City Council Meeting.												
Attachment A: Case map												
Prepared By: Chris Meeks, Planner, Community Development Department												

CASE #OTB-19-025



**NOTICE OF PUBLIC HEARING
ON INTENT TO DISPOSE AND CONVEY CITY PROPERTY**

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to dispose of property described the portion of Lot 3, Block 35, Everett's Addition lying Southeasterly of the Union Avenue Right-of-Way, City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 7th day of October, 2019, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush

City Clerk

CWM

Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 328-4629
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 890-5261

RESOLUTION NO. 19-218

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY DESCRIBED AS THE PORTION OF LOT 3, BLOCK 35, EVERETT'S ADDITION LYING SOUTHEASTERLY OF THE UNION AVENUE RIGHT-OF-WAY, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has received an offer from Stacey Gunter to purchase the City owned property described as the portion of Lot 3, Block 35, Everett's Addition lying Southeasterly of the Union Avenue Right-of-Way, City of Council Bluffs, Pottawattamie County, Iowa.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the City does hereby express its intent to dispose of City owned property described as the portion of Lot 3, Block 35, Everett's Addition lying Southeasterly of the Union Avenue Right-of-Way, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for October 7, 2019.

ADOPTED
AND
APPROVED:

September 23, 2019

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

(Case #OTB-19-025)

Council Communication

Department: Finance
Case/Project No.:
Submitted by:

July FY20 Financial Reports
ITEM 3.F.

Council Action: 9/23/2019

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Expenditures by Amount	Other	9/16/2019
Expenditures by Payee	Other	9/16/2019
Receipts and Expenditures by Fund	Other	9/16/2019

CITY OF COUNCIL BLUFFS**EXPENDITURES****JULY FY20****(\$'S)****AMOUNT****BUSINESS PURPOSE**

PAYROLL	\$2,143,615.13	EMPLOYEE PAYROLL
TWO RIVERS INSURANCE COMPANY, INC.	\$830,447.63	EMPLOYEE INSURANCE
EFTPS	\$620,261.74	EMPLOYEE TAXES
HAWKINS CONSTRUCTION COMPANY	\$619,022.50	CONSTRUCTION
MFPRSI	\$448,406.63	RETIREMENT
CARLEY CONSTRUCTION LLC	\$370,040.84	CONSTRUCTION
COMPASS UTILITY LLC	\$363,277.08	CONSTRUCTION
SCOREVISION	\$336,740.00	EQUIPMENT/PARTS
MIDAMERICAN ENERGY COMPANY	\$329,820.85	ELECTRICITY
WASTE CONNECTIONS OF IOWA	\$296,998.86	HOUSEHOLD TRASH
BLUFFS PAVING & UTILITY INC	\$268,799.38	CONSTRUCTION
THE SPENCE LAW FIRM LLC	\$264,285.50	CLAIMS-LAWSUIT
HGM ASSOCIATES INC	\$197,794.98	PROFESSIONAL SVCS
IPERS	\$196,896.24	RETIREMENT
WESTERN ENGINEERING COMPANY INC	\$180,931.41	CONSTRUCTION
COUNCIL BLUFFS CONVENTION & VISITORS BUREAU	\$170,000.00	CONTRACTURAL SVC
CURTIS W MCGHEE TRUST	\$158,571.30	CLAIMS-LAWSUIT
EMPLOYERS MUTUAL CASUALTY COMPANY	\$143,551.16	INSURANCE
IOWA DEPT OF REVENUE	\$141,287.00	EMPLOYEE TAXES
CAESARS ENTERTAINMENT	\$115,024.11	MAC OPERATING EXPENSE
US BANK	\$97,091.26	CREDIT CARD PURCHASES
MAC PAYROLL	\$96,327.68	MAC OPERATING EXPENSE
INFOR (US) INC	\$95,209.43	HARDWARE/SOFTWARE
STUDIO 15 COMMERCIAL INTERIORS INC	\$87,700.77	CONTRACT LABOR
NATIONWIDE RETIREMENT SOLUTIONS INC	\$64,881.22	EMPLOYEE CONTRIB
DODGE PAYROLL	\$63,602.15	DODGE OPERATING EXPENSE

NEBRASKA SALT & GRAIN CO	\$61,928.69	STREET MAINTENANCE SUPLS
SAMPSON CONSTRUCTION CO INC	\$60,504.96	CONSTRUCTION
RELIANCE STANDARD LIFE INSURANCE CO	\$57,811.16	EMPLOYEE INSURANCE
TRANSIT AUTHORITY OF THE CITY OF OMAHA	\$52,715.00	BUS SERVICE
KING-JONES LLC	\$52,328.53	CLAIMS-LAWSUIT
POTTAWATTAMIE ARTS, CULTURE, & ENTERTAINMENT	\$50,000.00	CONTRACTURAL SVC
IOWA WASTE SERVICES HOLDINGS INC	\$48,698.54	SOLID WASTE DISPOSAL
SNYDER & ASSOCIATES INC	\$47,537.09	PROFESSIONAL SVCS
STEVE DAVIS LAW PC	\$42,814.25	CLAIMS-LAWSUIT
WESTERN OILFIELDS SUPPLY COMPANY	\$42,350.56	RENTAL EXPS
LYMAN RICHEY CORPORATION	\$32,990.25	STREET MAINTENANCE SUPLS
ADVANCE SOUTHWEST IOWA	\$31,250.00	CONTRACTURAL SVC
JEO CONSULTING GROUP INC	\$29,777.67	CONSULTANT
BIBLIOTHECA LLC	\$28,149.07	CONTRACTURAL SVC
OMNI ENGINEERING	\$28,025.38	STREET MAINTENANCE SUPLS
SAPP BROTHERS INC	\$27,719.00	FUEL
SOUTHWEST IOWA PLANNING COUNCIL	\$23,323.92	CONTRACTURAL SVC
CITY OF OMAHA	\$23,000.00	CONTRACTURAL SVC
EHRHART GRIFFIN & ASSOCIATES INC	\$22,787.50	PROFESSIONAL SVCS
GEORGE BUTLER ASSOCIATES, INC.	\$20,846.40	CONTRACTURAL SVC
COX MEDIA, LLC	\$20,570.19	PHONE/INTERNET SVC
HARMS OIL COMPANY	\$20,474.36	FUEL
ERIKSEN CONSTRUCTION CO INC	\$19,604.86	CONSTRUCTION
LEXIPOL LLC	\$19,287.00	SUBSCRIPTION
THE SCOTTS MIRACLE-GRO COMPANY	\$19,071.36	REFUSE COLLECTION
EXCHANGE BANK LEASING DIV	\$17,532.82	DODGE OPERATING EXPENSE
COUNCIL BLUFFS WATER WORKS	\$17,463.17	WATER
PETROLEUM TRADERS CORPORATION	\$16,300.22	FUEL
HORWATH LAUNDRY MACHINERY CO	\$16,220.00	EQUIPMENT/PARTS
LEAGUE OF HUMAN DIGNITY INC	\$15,773.00	GRANT REIMBURSEMENT
ASPHALT & CONCRETE MATERIALS CO.	\$15,217.60	STREET MAINTENANCE SUPLS
TYLER TECHNOLOGIES INC	\$14,991.03	HARDWARE/SOFTWARE

IOWA LEAGUE OF CITIES	\$14,726.00	FEES
SILVERSTONE GROUP INC.	\$14,275.00	INSURANCE
BAKER TILLY VIRCHOW KRAUSE LLP	\$13,550.00	CONSULTANT
TREASURER STATE OF IOWA/SALES TAX	\$13,393.00	SALES TAX
PAPILLION SANITATION	\$12,932.93	SOLID WASTE DISPOSAL
IOWA DEPARTMENT OF REVENUE	\$12,931.00	MAC OPERATING EXPENSE
ESRI	\$12,500.00	SUBSCRIPTION
TRAFFIC CONTROL CORP	\$11,780.00	EQUIPMENT/PARTS
ICMA RETIREMENT TRUST - 457	\$11,452.30	EMPLOYEE CONTRIB
MARKUSON CONSTRUCTION INC	\$11,260.00	CONTRACTURAL SVC
THE DAVEY TREE EXPERT COMPANY	\$10,762.50	TREE WORK
OLSON LAW OFFICE PC	\$10,571.42	CLAIMS-LAWSUIT
LANDSCAPES MGMT COMPANY	\$10,523.29	DODGE OPERATING EXPENSE
MIDLANDS HUMANE SOCIETY	\$10,328.17	CONTRACTURAL SVC
MACONN ENTERPRISES LLC	\$9,211.80	CONTRACTURAL SVC
COLLECTION SERVICES CENTER	\$8,589.92	GARNISHMENT
ARROW TOWING	\$8,570.00	TOWING/STORAGE/AUCTION
CITY OF COUNCIL BLUFFS-FLEX	\$8,287.66	EMPLOYEE CONTRIB
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	\$8,140.00	EMPLOYEE CONTRIB
LEADSONLINE LLC	\$7,988.00	PROFESSIONAL SVCS
ZIMCO SUPPLY CO	\$7,720.00	DODGE OPERATING EXPENSE
LP BUILDING SERVICES GROUP	\$7,640.00	JANITORIAL SERVICE
IOWA DEPARTMENT OF NATURAL RESOURCE	\$7,500.00	FEES
FELSBURG HOLT & ULLEVIG INC	\$7,464.71	PROFESSIONAL SVCS
FELD FIRE	\$7,411.00	EQUIPMENT/PARTS
COUNCIL BLUFFS AIRPORT AUTHORITY	\$7,395.03	AIRPORT AUTH TAX
CHAMPLIN TIRE RECYCLING INC	\$7,378.00	TIRE DISPOSAL
KEY IMPACT SALES & SYSTEMS INC	\$7,061.97	DEVLPMNT CONTRACT
KONECRANES, INC.	\$6,935.60	CONTRACTURAL SVC
FCX PERFORMANCE	\$6,632.67	SUPPLIES
DOG & PONY PRODUCTIONS INC	\$6,540.00	MAC OPERATING EXPENSE
BAKER & TAYLOR INC	\$6,435.45	BOOKS/PERIODICALS/SUB

SUPERIOR DOOR INC	\$6,428.00	REPAIRS
D&K PRODUCTS	\$6,334.95	DODGE OPERATING EXPENSE
CLEAR TITLE & ABSTRACT LLC	\$6,275.00	PROFESSIONAL SVCS
ALVINE AND ASSOCIATES INC	\$6,178.00	PROFESSIONAL SVCS
O'KEEFE ELEVATOR COMPANY INC	\$6,104.58	CONTRACTURAL SVC
ADVANCED DATA PROCESSING, INC	\$6,080.11	AMBULANCE BILLING FEE
JEREDITH BRANDS LLC	\$5,986.50	JANITORIAL SERVICE
RIVER CITY BASEBALL AND SOFTBALL ASSOC	\$5,940.00	FEES
CORNHUSKER INTERNATIONAL TRUCKS	\$5,847.51	EQUIPMENT/PARTS
IOWA STORMWATER EDUCATION	\$5,760.00	DUES/MEMBERSHIP
SEAN JOHNSTON	\$5,675.00	FEES
INGERSOLL-RAND COMPANY	\$5,657.75	EQUIPMENT/PARTS
VERIZON WIRELESS SERVICES LLC	\$5,596.59	CELL PHONE
FLEET US LLC	\$5,184.00	SUPPLIES
ELAVON INC	\$5,167.65	FEES
CITY OF COUNCIL BLUFFS-DEPENDENT	\$5,040.90	EMPLOYEE CONTRIB
MARCO HOLDINGS, LLC	\$5,014.48	COPY/PRINTER MAINTANCE
JUDDS BROS CONSTRUCTION CO	\$4,910.63	CONSTRUCTION
CITY OF COUNCIL BLUFFS	\$4,672.47	DODGE OPERATING EXPENSE
VEENSTRA & KIMM INC	\$4,640.36	PROFESSIONAL SVCS
HDR ENGINEERING INC	\$4,551.24	PROFESSIONAL SVCS
LEWIS TOWNSHIP FIRE AND RESCUE	\$4,500.00	EQUIPMENT/PARTS
FIRST NATIONAL BANK PCARDS	\$4,385.65	DODGE OPERATING EXPENSE
LANDSCAPES UNLIMITED	\$4,363.04	DODGE OPERATING EXPENSE
WILLCO INC.	\$4,295.04	EQUIPMENT/PARTS
N HARRIS COMPUTER CORPORATION	\$4,204.07	HARDWARE/SOFTWARE
BARKER LEMAR AND ASSOCIATES INC	\$4,175.00	ENGINEERING
MOBIUS	\$4,100.50	CONTRACTURAL SVC
AMERICAN BOTTLING COMPANY	\$4,079.20	SUPPLIES
NIKE USA INC	\$4,017.10	DODGE OPERATING EXPENSE
KELLY SUPPLY COMPANY	\$3,995.53	EQUIPMENT/PARTS
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,960.00	EMPLOYEE CONTRIB

DALES TRASH SERVICE INC	\$3,942.00	RENTAL EXPS
CLARK EQUIPMENT COMPANY	\$3,850.00	EQUIPMENT/PARTS
BLACK HILLS UTILITY HOLDINGS, INC.	\$3,844.77	NATURAL GAS
NAPA AUTO PARTS	\$3,807.47	EQUIPMENT/PARTS
MMC MECHANICAL CONTRACTORS INC	\$3,761.00	MAC OPERATING EXPENSE
CROUCH RECREATION INC	\$3,757.09	EQUIPMENT/PARTS
THE RETROFIT COMPANIES INC	\$3,747.25	CONTRACTURAL SVC
DAILY NONPAREIL	\$3,637.92	ADVERTISEMENT
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,600.00	EMPLOYEE CONTRIB
BOBCAT OF OMAHA	\$3,538.66	EQUIPMENT/PARTS
DOLL DISTRIBUTING LLC	\$3,536.35	DODGE OPERATING EXPENSE
MELLEN & ASSOCIATES INC	\$3,527.00	EQUIPMENT/PARTS
ODEYS INC	\$3,496.00	EQUIPMENT/PARTS
HEARTLAND TIRES & TREADS INC	\$3,440.35	TIRE REPLACEMENT/REPAIR
CONSTELLATION NEWENERGY-GAS DIVISION, LLC	\$3,361.09	NATURAL GAS
CALLAWAY	\$3,333.28	DODGE OPERATING EXPENSE
COX MEDIA	\$3,299.40	MAC OPERATING EXPENSE
COUNCIL BLUFFS CHAMBER OF COMMERCE	\$3,200.00	CONTRACTURAL SVC
FRATERNAL ORDER OF POLICE	\$3,150.00	EMPLOYEE CONTRIB
ECHO GROUP	\$3,093.01	SUPPLIES
LOCKTON CO, LLC-KC SERIES	\$3,066.00	DODGE OPERATING EXPENSE
I-80 LIQUOR & TOBACCO	\$3,059.83	DODGE OPERATING EXPENSE
SYSCO - LINCOLN	\$3,048.30	DODGE OPERATING EXPENSE
CRANE SALES & SERVICE	\$3,044.61	EQUIPMENT/PARTS
PITNEY BOWES INC.	\$3,000.00	POSTAGE & LEASE COST
MOORE'S SERVICE INCORPORATED	\$2,955.00	SERVICE LABOR
SAFETY GUARD INC	\$2,900.00	REPAIRS
HARCROS CHEMICALS INC	\$2,858.00	SUPPLIES
COMMERCIAL AIR MANAGEMENT INC	\$2,816.00	EQUIPMENT/PARTS
CREDIT MANAGEMENT, LP	\$2,814.06	COLLECTION FEE
KAYS CUSTOMS LLC	\$2,743.50	CONTRACTURAL SVC
CMC DESIGN LLC	\$2,720.97	DODGE OPERATING EXPENSE

THE OFFICE CLEANERS	\$2,714.29	JANITORIAL SERVICE
OMAHA DOOR & WINDOW CO INC	\$2,676.79	REPAIRS
Z5 INC	\$2,605.00	EQUIPMENT/PARTS
CHRISTOPHER JOSEPH LANGLOIS	\$2,600.00	TRAINING
WINDSTREAM CORPORATION	\$2,545.89	TELEPHONE
TOPPING OUT INC	\$2,540.00	PROFESSIONAL SVCS
IOWA ALCOHOL BEVERAGE DIV	\$2,528.00	MAC OPERATING EXPENSE
DOLL DISTRIBUTING INC	\$2,493.19	MAC OPERATING EXPENSE
HEARST PROPERTIES INC	\$2,465.00	MAC OPERATING EXPENSE
EBSCO INDUSTRIES, INC.	\$2,459.00	SUBSCRIPTION
MIDWEST TAPE, LLC	\$2,336.67	DVD/AUDIO/CD
WEST BROADWAY CLINIC P C	\$2,280.00	CONSULTANT
DELL MARKETING L P	\$2,246.92	HARDWARE/SOFTWARE
PARAMOUNT GAS PRODUCTS LLC	\$2,236.04	SAFETY EQUIPMENT
SPRAY EQUIPMENT & SERVICE CENTER	\$2,204.52	REPAIRS
NEBRASKA FURNITURE MART INC	\$2,185.94	FURNITURE
METRO COALITION	\$2,184.74	FEES
LAWSON PRODUCTS INC	\$2,168.67	SUPPLIES
DANIELSON TECH SUPPLY	\$2,131.91	SUPPLIES
ARNOLD MOTOR SUPPLY, LLP	\$2,108.05	EQUIPMENT/PARTS
PREMIER MIWEST BEVERAGE CO	\$2,086.05	DODGE OPERATING EXPENSE
PEPSI BEVERAGES CO	\$2,075.18	DODGE OPERATING EXPENSE
DEAN HOLDING COMPANY	\$2,066.04	CONTRACTURAL SVC
TED'S MOWER SALES & SERVICE INC	\$2,054.60	EQUIPMENT/PARTS
RUETER & ZENOR CO	\$2,000.00	EQUIPMENT/PARTS
NEWSBANK INC	\$1,993.00	HARDWARE/SOFTWARE
AMERICAN HIGHWAY PRODUCTS LTD	\$1,979.88	SUPPLIES
BLUFFS TAXI & COURIER	\$1,978.75	TRANSIT SERVICES
OLD MARKET VENTURES	\$1,918.54	MAC OPERATING EXPENSE
DENNIS L. JONES	\$1,889.00	UMPIRE SCHEDULING
BRENT DUBOIS	\$1,869.00	TRAINING
MILLER MECHANICAL SPECIALTIES INC	\$1,858.55	EQUIPMENT/PARTS

C J FUTURES INC	\$1,850.00	MOWING/GROUNDS MAINT
ENCYCLOPAEDIA BRITANNICA INC	\$1,850.00	SUBSCRIPTION
SECURITY EQUIPMENT INCORPORATED	\$1,832.85	CONTRACTURAL SVC
VANGUARD ID SYSTEMS CORPORATION	\$1,811.12	SUPPLIES
UMR	\$1,805.24	DODGE OPERATING EXPENSE
DATA POWER TECHNOLOGY LLC	\$1,802.50	REPAIRS
DMG INC	\$1,795.00	ELECTRICAL REPAIR
WOODHOUSE FORD CHRYLSEER INC	\$1,784.95	EQUIPMENT/PARTS
J&M GOLF	\$1,773.62	DODGE OPERATING EXPENSE
FISHER SCIENTIFIC COMPANY, LLC	\$1,746.28	TESTING
LOGHRY LAWNS	\$1,710.00	MOWING/GROUNDS MAINT
BOUND TO STAY BOUND BOOKS INC	\$1,674.10	BOOKS/PERIODICALS/SUB
GREAT PLAINS UNIFORMS	\$1,652.00	UNIFORMS
POTTAWATTAMIE COUNTY TREASURER	\$1,614.00	FEES
MERSINO DEWATERING INC	\$1,600.00	CONTRACTURAL SVC
CFI TIRE SERVICE	\$1,561.51	TIRE REPLACEMENT/REPAIR
ADIDAS AMERICA INC	\$1,530.83	DODGE OPERATING EXPENSE
CABANA COFFEE	\$1,505.25	MAC OPERATING EXPENSE
MECHANICAL INC	\$1,493.16	MAC OPERATING EXPENSE
PITNEY BOWES GLOBAL FINANCIAL LLC	\$1,484.82	POSTAGE & LEASE COST
FACTORY MOTOR PARTS	\$1,452.78	EQUIPMENT/PARTS
ECHO ELECTRIC SUPPLY	\$1,435.50	MAC OPERATING EXPENSE
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY	\$1,400.36	EQUIPMENT/PARTS
ROLLINS INC	\$1,382.40	CONTRACTURAL SVC
SWAGIT PRODUCTIONS LLC	\$1,375.00	CONTRACTURAL SVC
CERTIFIED POWER INC	\$1,367.20	EQUIPMENT/PARTS
JON E CLARK	\$1,357.11	REIMB EMPLOYEE EXPENSE
ERRIN K GUNDERSON	\$1,355.57	MOWING/GROUNDS MAINT
PAY-LESS OFFICE PRODUCTS INC	\$1,351.79	SUPPLIES
MIDWEST TURF & IRRIGATION	\$1,343.65	EQUIPMENT/PARTS
U S AUTO FORCE	\$1,342.88	EQUIPMENT/PARTS
RESOURCE RENTAL CENTER INC	\$1,300.00	RENTAL EXPS

YANT EQUIPMENT	\$1,296.38	REPAIRS
M & R WELDING	\$1,295.00	WELDING SUPPLIES/SERVICE
DBI INC	\$1,290.00	CONTRACTURAL SVC
CITY TREASURER	\$1,259.60	DODGE OPERATING EXPENSE
OCLC INC	\$1,209.50	SUBSCRIPTION
ALLIED OIL & TIRE COMPANY	\$1,203.21	SUPPLIES
FUNNEL CAKE	\$1,194.15	MAC OPERATING EXPENSE
TOYNE INC	\$1,191.38	EQUIPMENT/PARTS
OMAHA MAGAZINE LTD	\$1,180.00	ADVERTISEMENT
MCKINNIS ROOFING & SHEET METAL LLC	\$1,160.50	REPAIRS
OREGON DEPARTMENT OF JUSTICE	\$1,108.62	EMPLOYEE CONTRIB
ABM	\$1,100.25	JANITORIAL SERVICE
RIVERSIDE BUILDING MAINTENANCE INC	\$1,071.00	JANITORIAL SERVICE
MARKING REFRIGERATION INC	\$1,070.00	MAC OPERATING EXPENSE
SWANK MOTION PICTURES INC	\$1,068.00	FEES
KINGSCOTE CHEMICALS, INC.	\$1,064.98	SUPPLIES
BUFFALO GAL PARTNERSHIP	\$1,050.00	REFUND
NEBRASKA DISTRIBUTING	\$1,048.91	MAC OPERATING EXPENSE
CLEVELAND GOLF/SRIXON	\$1,008.79	DODGE OPERATING EXPENSE
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$1,000.00	EMPLOYEE CONTRIB
NEW COMMUNITY DEVELOPMENT CORPORATION	\$1,000.00	DEVLPMNT CONTRACT
AGRIVISION EQUIPMENT GROUP	\$998.18	EQUIPMENT/PARTS
NEWSPAPER ARCHIVE INC	\$990.00	SUBSCRIPTION
THERMAL SERVICES	\$979.60	REPAIRS
BRYAN PREGON	\$962.50	FEES
ROSE EQUIPMENT, LLC	\$934.82	EQUIPMENT/PARTS
SANDAU BROS SIGN CO INC	\$919.00	SUPPLIES
C & A INDUSTRIES INC.	\$896.00	CONTRACT LABOR
ID LABELING SYSTEMS	\$892.80	SUPPLIES
MYRON WILDER	\$875.00	FEES
ARETE INDUSTRIES	\$865.50	DODGE OPERATING EXPENSE
LOGAN CONTRACTORS SUPPLY INC	\$834.75	SUPPLIES

BMI JANITORIAL GROUP	\$832.00	MAC OPERATING EXPENSE
KONICA MINOLTA BUSINESS SOLUTIONS USA	\$812.00	LEASE
SISTER CITIES INTERNATIONAL	\$810.00	DUES/MEMBERSHIP
WEST PUBLISHING CORPORATION	\$795.47	SUBSCRIPTION
MONROE TRUCK EQUIPMENT, INC.	\$794.84	EQUIPMENT/PARTS
PEERLESS WIPING CLOTH CO	\$750.00	SUPPLIES
CONTROL SERVICES INC	\$747.75	REPAIRS
YMCA OF GREATER OMAHA	\$730.00	CONTRACTURAL SVC
ACUSHNET COMPANY	\$705.71	DODGE OPERATING EXPENSE
MCMULLEN FORD INC	\$702.09	EQUIPMENT/PARTS
MACHAELA MORRISSEY	\$700.00	REFUND
ENTERPRISE FM TRUST	\$699.88	RENTAL EXPS
D & K PRODUCTS	\$695.00	SUPPLIES
NEBRASKA AIR FILTER INC	\$682.80	SUPPLIES
YAMAHA MOTOR FINANCE ACH	\$652.24	DODGE OPERATING EXPENSE
REGENTS OF THE UNIVERSITY OF MINNESOTA	\$650.00	SUPPLIES
IPFS CORPORATION	\$645.39	DODGE OPERATING EXPENSE
MAX I WALKER UNIFORM & APPAREL	\$640.98	UNIFORMS
ECOSOLUTIONS LLC	\$633.75	SUPPLIES
ONE SOURCE THE BACKGROUND CHECK COMPANY	\$624.00	CONSULTANT
MIDWEST DISTRIBUTING CORPORATION	\$600.00	LEASE
CENTURYLINK	\$596.09	TELEPHONE
INTERSTATE INDUSTRIAL INSTR., INC.	\$592.00	SUPPLIES
MICHAEL TODD AND COMPANY INC	\$591.44	EQUIPMENT/PARTS
SAFETY KLEEN CORPORATION	\$590.30	CONTRACTURAL SVC
CANON SOLUTIONS AMERICA INC	\$562.92	COPY/PRINTER MAINTANCE
RASMUSSEN MECHANICAL SERVICES INC	\$562.72	EQUIPMENT/PARTS
COMMAND CENTER INC	\$555.76	MAC OPERATING EXPENSE
JOSHUA T PORTER	\$540.00	MAC OPERATING EXPENSE
HD SUPPLY FAC MAINTENANCE LTD	\$526.21	SUPPLIES
CHILD SUPPORT SERVICES DIVISION	\$514.32	GARNISHMENT
SHERBONDY'S GARDEN CENTER	\$512.00	CONTRACTURAL SVC

BARTON SOLVENTS INC	\$508.75	SUPPLIES
DIAMOND MOWERS INC	\$508.32	REPAIRS
OMAHA DOOR & WINDOW INC	\$500.00	MAC OPERATING EXPENSE
OSP LLC	\$500.00	PROFESSIONAL SVCS
STUART TINLEY LAW FIRM LLP	\$500.00	ATTORNEY FEES
NEBRASKA CHILD SUPPORT PAYMENT CTR	\$496.62	GARNISHMENT
MIDWEST TURF & IRRIGATION	\$495.51	DODGE OPERATING EXPENSE
CENGAGE LEARNING INC	\$470.36	BOOKS/PERIODICALS/SUB
LYMAN RICHEY SAND & GRAVEL CO	\$455.26	DODGE OPERATING EXPENSE
C & J INDUSTRIAL SUPPLY	\$454.60	JANITORIAL SERVICE
BUCK'S INC.	\$418.42	VEHICLE WASH
WASTE CONNECTIONS OF IOWA	\$416.50	DODGE OPERATING EXPENSE
OMAHA WORLD HERALD	\$416.00	ADVERTISEMENT
KNTK-FM	\$400.00	DODGE OPERATING EXPENSE
LUKE BRADLEY WINGER	\$400.00	CONTRACTURAL SVC
J & R LIQUOR	\$391.95	MAC OPERATING EXPENSE
DALTON PREGON	\$380.50	FEES
BLUFFS ELECTRIC INC	\$374.64	ELECTRICAL REPAIR
RECORDED BOOKS LLC	\$364.16	DVD/AUDIO/CD
O'REILLY AUTOMOTIVE INC	\$357.93	EQUIPMENT/PARTS
OMAHAS HENRY DOORLY ZOO	\$350.00	PROFESSIONAL SVCS
JONATHAN C FINNEGAN	\$343.94	REIMB EMPLOYEE EXPENSE
BLACKBURN MANUFACTURING COMPANY	\$340.00	SUPPLIES
AHLERS & COONEY P.C	\$336.99	ATTORNEY FEES
HEARTLAND CO-OP	\$331.00	FUEL
BOFA	\$330.87	MAC OPERATING EXPENSE
BOMGAARS SUPPLY INC	\$330.50	SUPPLIES
B & K MECHANICAL CONTRACTORS LLC	\$329.00	REPAIRS
PARAMOUNT LINEN & UNIFORMS	\$326.75	DODGE OPERATING EXPENSE
SPECTRUM HOLDINGS INC	\$325.00	EQUIPMENT/PARTS
AGRILAND F S INC	\$309.25	SUPPLIES
RESPOND FIRST AID SYSTEMS	\$306.00	MEDICAL SUPPLIES

BRADLEY K WRIGHT	\$300.00	MAC OPERATING EXPENSE
CAROLINA SOFTWARE INC	\$300.00	HARDWARE/SOFTWARE
FAX GILBERT PROGRAMS INC	\$300.00	CONTRACTURAL SVC
IOWA CHAPTER OF IAPMO	\$300.00	DUES/MEMBERSHIP
MICHAEL MANNING	\$300.00	REIMB EMPLOYEE EXPENSE
NANCY LYNN TRASK	\$300.00	PROFESSIONAL SVCS
RONALD D NIXON	\$300.00	REIMB EMPLOYEE EXPENSE
TIMOTHY BAIN	\$300.00	REIMB EMPLOYEE EXPENSE
AQUA-CHEM INCORPORATED	\$296.00	SUPPLIES
GREATAMERICA FINANCIAL SERVICES CORP	\$287.42	LOAN PAYMENTS
AMERICAN CONCRETE PRODUCTS COMPANY	\$285.00	STREET MAINTENANCE SUPLS
HEININGER CONSTRUCTION LLC	\$280.00	CONTRACTURAL SVC
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$280.00	EMPLOYEE CONTRIB
DULTMEIER SALES LLC	\$278.95	SUPPLIES
MARTIN RESOURCE MANAGEMENT	\$277.50	SUPPLIES
CENTER POINT LARGE PRINT	\$272.04	SUPPLIES
MENARD INC.	\$265.09	SUPPLIES
ANGIE JONES	\$250.00	REFUND
HEATHER HALL	\$250.00	REFUND
KAMALA HARRIS FOR THE PEOPLE	\$250.00	REFUND
NANCY SCHULZE	\$250.00	REFUND
ALLIED ELECTRONICS INCORPORATED	\$249.44	SUPPLIES
CONTINENTAL FIRE SPRINKLER CO	\$245.00	CONTRACTURAL SVC
A & D TECHNICAL SUPPLY COMPANY	\$236.44	SUPPLIES
WOLSELEY INVESTMENTS INC	\$228.79	EQUIPMENT/PARTS
VOICE & DATA SYSTEMS INC	\$228.00	TELEPHONE
RDG GEOSCIENCE & ENGINEERING INC	\$227.25	PROFESSIONAL SVCS
BGNE INC.	\$222.00	SUPPLIES
THERMO KING CHRISTENSEN	\$216.80	SUPPLIES
COUNCIL BLUFFS WINSUPPLY	\$215.01	SUPPLIES
UNITED HEALTHCARE	\$207.45	REFUND
GENIE SERVICE LLC	\$200.00	PEST CONTROL

PAUL THOMAS GALUS	\$200.00	MAC OPERATING EXPENSE
BARCO MUNICIPAL PRODUCTS INC	\$195.08	SUPPLIES
WELLMARK	\$194.90	REFUND
AG SOLUTIONS GROUP LLC	\$194.40	EQUIPMENT/PARTS
GREAT AMERICA FINANCIAL SERV	\$190.38	DODGE OPERATING EXPENSE
A + UNITED RADIATOR REPAIR INC.	\$185.00	REPAIRS
NATIONAL CONCRETE CUTTING INC	\$175.92	REPAIRS
MID AMERICA RECYCLING, LLC	\$175.00	DUES/MEMBERSHIP
ATHLETICO EXCEL NEBRASKA LLC	\$172.00	PROFESSIONAL SVCS
MURPHY TRACTOR & EQUIPMENT CO CORP	\$170.08	EQUIPMENT/PARTS
ACTION BATTERIES UNLIMITED INC	\$166.65	SUPPLIES
JONES AUTOMOTIVE	\$161.00	EQUIPMENT/PARTS
EDWARDS CHEVROLET-CADILLAC INC	\$155.51	EQUIPMENT/PARTS
IOWA DEPARTMENT OF REVENUE	\$152.81	GARNISHMENT
JESSICA E MAAS	\$150.80	REIMB EMPLOYEE EXPENSE
SARA BAUER	\$150.80	REIMB EMPLOYEE EXPENSE
HACH COMPANY	\$149.69	EQUIPMENT/PARTS
RADIATOR DEPOT	\$148.00	EQUIPMENT/PARTS
MIDWEST GLASS	\$139.66	REPAIRS
TRANS IOWA EQUIPMENT LLC	\$132.25	EQUIPMENT/PARTS
PER MAR SECURITY & RESEARCH CORP	\$132.00	CONTRACTURAL SVC
GENIE PEST CONTROL	\$123.50	DODGE OPERATING EXPENSE
JOHN H MCCLAIN	\$122.85	REFUND
WILLIAM E CARPENTER JR	\$121.22	REIMB EMPLOYEE EXPENSE
COX BUSINESS	\$119.12	DODGE OPERATING EXPENSE
LORETTA GOESCHEL	\$117.16	REIMB EMPLOYEE EXPENSE
AMERICAN PUBLIC WORKS ASSN	\$113.36	DUES/MEMBERSHIP
TRANSALARM INC	\$111.00	DODGE OPERATING EXPENSE
GEORGE W PALMER	\$108.00	REFUND
TOBIAS L WATERMAN	\$98.00	REIMB EMPLOYEE EXPENSE
MATHESON TRI GAS INC.	\$96.90	WELDING SUPPLIES/SERVICE
ELBA E CERA	\$90.00	PROFESSIONAL SVCS

WICK'S STERLING TRUCK INC	\$89.32	EQUIPMENT/PARTS
AMERITAS LIFE INS CORP	\$86.90	DODGE OPERATING EXPENSE
GRP & ASSOCIATES	\$86.00	PROFESSIONAL SVCS
DANIEL ROBERTS	\$85.00	REIMB EMPLOYEE EXPENSE
OMAHA INSURANCE COMPANY	\$84.09	REFUND
SKARSHAUG TESTING LABORATORY INC	\$81.47	CONTRACTURAL SVC
W.W. GRAINGER, INC.	\$79.16	EQUIPMENT/PARTS
CB PRF FIRE FIGHTERS #15	\$79.00	DUES EMPLOYEE
AETNA U S HEALTHCARE	\$77.72	REFUND
LINCOLN NATIONAL LIFE INS CO	\$75.60	DODGE OPERATING EXPENSE
LINDA MCCANN	\$75.00	BOOKS/PERIODICALS/SUB
JACK L LEWIS ESTATE	\$74.84	REFUND
KRIHA FLUID POWER COMPANY INC.	\$69.68	EQUIPMENT/PARTS
MID STATES BANK	\$65.93	MAC OPERATING EXPENSE
MUTUAL OF OMAHA	\$65.90	DODGE OPERATING EXPENSE
PROTECH COMMERCIAL VEHICLE OUTFITTERS INC	\$63.68	EQUIPMENT/PARTS
NEBRASKA GOLF AND TURF	\$63.47	DODGE OPERATING EXPENSE
CHAD DURHAM	\$60.00	REFUND
SPRINT SOLUTIONS INC	\$58.96	CELL PHONE
MARLYS LIEN	\$58.68	REIMB EMPLOYEE EXPENSE
GEORGIA J PETERSON	\$58.65	REFUND
PRESTO X	\$57.00	PEST CONTROL
PARAMOUNT UNIFORM CO INC	\$54.20	MAC OPERATING EXPENSE
RICOH USA INC	\$50.49	CONTRACTURAL SVC
DEBORAH WHITE	\$50.00	FEES
IOWA DEPARTMENT OF INSPECTIONS & APPEALS	\$50.00	MAC OPERATING EXPENSE
SARAH ALLEN	\$47.97	REIMB EMPLOYEE EXPENSE
DICK DEAN SERVICE INC.	\$45.00	REPAIRS
KATIE DAVIS	\$45.00	REFUND
DEX MEDIA, INC.	\$41.50	ADVERTISEMENT
AMERICAN NATIONAL BANK	\$40.75	BANK SERVICES
IDEAL PURE WATER	\$40.50	MAC OPERATING EXPENSE

MARY ANEY	\$34.64	REIMB EMPLOYEE EXPENSE
FEDEX	\$30.96	FREIGHT/POSTAGE
CORI SHAW	\$30.86	REIMB EMPLOYEE EXPENSE
JEBRO INCORPORATED	\$30.00	CONTRACTURAL SVC
TYLER PATTERSON	\$30.00	REFUND
COX SUBSCRIPTIONS	\$29.98	SUBSCRIPTION
TURFWERKS	\$27.22	DODGE OPERATING EXPENSE
KIMBERLY K RIEBE	\$25.87	REIMB EMPLOYEE EXPENSE
RODNEY GRAP	\$25.00	REFUND
THOMAS MORGAN	\$25.00	REFUND
UNITED PARCEL SERVICE	\$22.61	FREIGHT/POSTAGE
TRACY SIMPSON	\$22.04	REIMB EMPLOYEE EXPENSE
MIDWEST NEURO SURGERY PC	\$20.00	FEES
PAYPAL INC	\$19.95	CONTRACTURAL SVC
OVERDRIVE INC	\$14.99	BOOKS/PERIODICALS/SUB
AMERICAN MESSAGING SERVICES LLC	\$14.19	TELEPHONE
LAURA ANNE HAKE	\$14.00	REFUND
TVH PARTS CO	\$14.00	SUPPLIES
TRACI WALKER	\$13.90	REIMB EMPLOYEE EXPENSE
GOVDEALS INC	\$10.00	ONLINE PAYMENT FEES
ILONA HOLLAND	\$4.00	REFUND
UNION BANK & TRUST FSA	\$3.50	DODGE OPERATING EXPENSE
UNION BANK & TRUST	\$2.00	DODGE OPERATING EXPENSE
DISCOVER	\$0.03	MAC OPERATING EXPENSE
DICK DEAN SERVICE INC.	(\$90.00)	VOIDED CHECK
AETNA INSURANCE COMPANY	(\$359.55)	VOIDED CHECK

CITY OF COUNCIL BLUFFS**EXPENDITURES****JULY FY20****(\$'S)**

	AMOUNT	BUSINESS PURPOSE
A & D TECHNICAL SUPPLY COMPANY	\$236.44	SUPPLIES
A + UNITED RADIATOR REPAIR INC.	\$185.00	REPAIRS
ABM	\$1,100.25	JANITORIAL SERVICE
ACTION BATTERIES UNLIMITED INC	\$166.65	SUPPLIES
ACUSHNET COMPANY	\$705.71	DODGE OPERATING EXPENSE
ADIDAS AMERICA INC	\$1,530.83	DODGE OPERATING EXPENSE
ADVANCE SOUTHWEST IOWA	\$31,250.00	CONTRACTURAL SVC
ADVANCED DATA PROCESSING, INC	\$6,080.11	AMBULANCE BILLING FEE
AETNA INSURANCE COMPANY	(\$359.55)	VOIDED CHECK
AETNA U S HEALTHCARE	\$77.72	REFUND
AG SOLUTIONS GROUP LLC	\$194.40	EQUIPMENT/PARTS
AGRILAND F S INC	\$309.25	SUPPLIES
AGRIVISION EQUIPMENT GROUP	\$998.18	EQUIPMENT/PARTS
AHLERS & COONEY P.C	\$336.99	ATTORNEY FEES
ALLIED ELECTRONICS INCORPORATED	\$249.44	SUPPLIES
ALLIED OIL & TIRE COMPANY	\$1,203.21	SUPPLIES
ALVINE AND ASSOCIATES INC	\$6,178.00	PROFESSIONAL SVCS
AMERICAN BOTTLING COMPANY	\$4,079.20	SUPPLIES
AMERICAN CONCRETE PRODUCTS COMPANY	\$285.00	STREET MAINTENANCE SUPLS
AMERICAN HIGHWAY PRODUCTS LTD	\$1,979.88	SUPPLIES
AMERICAN MESSAGING SERVICES LLC	\$14.19	TELEPHONE
AMERICAN NATIONAL BANK	\$40.75	BANK SERVICES
AMERICAN PUBLIC WORKS ASSN	\$113.36	DUES/MEMBERSHIP
AMERITAS LIFE INS CORP	\$86.90	DODGE OPERATING EXPENSE
ANGIE JONES	\$250.00	REFUND
AQUA-CHEM INCORPORATED	\$296.00	SUPPLIES

ARETE INDUSTRIES	\$865.50	DODGE OPERATING EXPENSE
ARNOLD MOTOR SUPPLY, LLP	\$2,108.05	EQUIPMENT/PARTS
ARROW TOWING	\$8,570.00	TOWING/STORAGE/AUCTION
ASPHALT & CONCRETE MATERIALS CO.	\$15,217.60	STREET MAINTENANCE SUPLS
ATHLETICO EXCEL NEBRASKA LLC	\$172.00	PROFESSIONAL SVCS
B & K MECHANICAL CONTRACTORS LLC	\$329.00	REPAIRS
BAKER & TAYLOR INC	\$6,435.45	BOOKS/PERIODICALS/SUB
BAKER TILLY VIRCHOW KRAUSE LLP	\$13,550.00	CONSULTANT
BARCO MUNICIPAL PRODUCTS INC	\$195.08	SUPPLIES
BARKER LEMAR AND ASSOCIATES INC	\$4,175.00	ENGINEERING
BARTON SOLVENTS INC	\$508.75	SUPPLIES
BGNE INC.	\$222.00	SUPPLIES
BIBLIOTHECA LLC	\$28,149.07	CONTRACTURAL SVC
BLACK HILLS UTILITY HOLDINGS, INC.	\$3,844.77	NATURAL GAS
BLACKBURN MANUFACTURING COMPANY	\$340.00	SUPPLIES
BLUFFS ELECTRIC INC	\$374.64	ELECTRICAL REPAIR
BLUFFS PAVING & UTILITY INC	\$268,799.38	CONSTRUCTION
BLUFFS TAXI & COURIER	\$1,978.75	TRANSIT SERVICES
BMI JANITORIAL GROUP	\$832.00	MAC OPERATING EXPENSE
BOBCAT OF OMAHA	\$3,538.66	EQUIPMENT/PARTS
BOFA	\$330.87	MAC OPERATING EXPENSE
BOMGAARS SUPPLY INC	\$330.50	SUPPLIES
BOUND TO STAY BOUND BOOKS INC	\$1,674.10	BOOKS/PERIODICALS/SUB
BRADLEY K WRIGHT	\$300.00	MAC OPERATING EXPENSE
BRENT DUBOIS	\$1,869.00	TRAINING
BRYAN PREGON	\$962.50	FEES
BUCK'S INC.	\$418.42	VEHICLE WASH
BUFFALO GAL PARTNERSHIP	\$1,050.00	REFUND
C & A INDUSTRIES INC.	\$896.00	CONTRACT LABOR
C & J INDUSTRIAL SUPPLY	\$454.60	JANITORIAL SERVICE
C J FUTURES INC	\$1,850.00	MOWING/GROUNDS MAINT
CABANA COFFEE	\$1,505.25	MAC OPERATING EXPENSE

CAESARS ENTERTAINMENT	\$115,024.11	MAC OPERATING EXPENSE
CALLAWAY	\$3,333.28	DODGE OPERATING EXPENSE
CANON SOLUTIONS AMERICA INC	\$562.92	COPY/PRINTER MAINTANCE
CARLEY CONSTRUCTION LLC	\$370,040.84	CONSTRUCTION
CAROLINA SOFTWARE INC	\$300.00	HARDWARE/SOFTWARE
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY	\$1,400.36	EQUIPMENT/PARTS
CB PRF FIRE FIGHTERS #15	\$79.00	DUES EMPLOYEE
CENGAGE LEARNING INC	\$470.36	BOOKS/PERIODICALS/SUB
CENTER POINT LARGE PRINT	\$272.04	SUPPLIES
CENTURYLINK	\$596.09	TELEPHONE
CERTIFIED POWER INC	\$1,367.20	EQUIPMENT/PARTS
CFI TIRE SERVICE	\$1,561.51	TIRE REPLACEMENT/REPAIR
CHAD DURHAM	\$60.00	REFUND
CHAMPLIN TIRE RECYCLING INC	\$7,378.00	TIRE DISPOSAL
CHILD SUPPORT SERVICES DIVISION	\$514.32	GARNISHMENT
CHRISTOPHER JOSEPH LANGLOIS	\$2,600.00	TRAINING
CITY OF COUNCIL BLUFFS	\$4,672.47	DODGE OPERATING EXPENSE
CITY OF COUNCIL BLUFFS-DEPENDENT	\$5,040.90	EMPLOYEE CONTRIB
CITY OF COUNCIL BLUFFS-FLEX	\$8,287.66	EMPLOYEE CONTRIB
CITY OF OMAHA	\$23,000.00	CONTRACTURAL SVC
CITY TREASURER	\$1,259.60	DODGE OPERATING EXPENSE
CLARK EQUIPMENT COMPANY	\$3,850.00	EQUIPMENT/PARTS
CLEAR TITLE & ABSTRACT LLC	\$6,275.00	PROFESSIONAL SVCS
CLEVELAND GOLF/SRIXON	\$1,008.79	DODGE OPERATING EXPENSE
CMC DESIGN LLC	\$2,720.97	DODGE OPERATING EXPENSE
COLLECTION SERVICES CENTER	\$8,589.92	GARNISHMENT
COMMAND CENTER INC	\$555.76	MAC OPERATING EXPENSE
COMMERCIAL AIR MANAGEMENT INC	\$2,816.00	EQUIPMENT/PARTS
COMPASS UTILITY LLC	\$363,277.08	CONSTRUCTION
CONSTELLATION NEWENERGY-GAS DIVISION, LLC	\$3,361.09	NATURAL GAS
CONTINENTAL FIRE SPRINKLER CO	\$245.00	CONTRACTURAL SVC
CONTROL SERVICES INC	\$747.75	REPAIRS

CORI SHAW	\$30.86	REIMB EMPLOYEE EXPENSE
CORNHUSKER INTERNATIONAL TRUCKS	\$5,847.51	EQUIPMENT/PARTS
COUNCIL BLUFFS AIRPORT AUTHORITY	\$7,395.03	AIRPORT AUTH TAX
COUNCIL BLUFFS CHAMBER OF COMMERCE	\$3,200.00	CONTRACTURAL SVC
COUNCIL BLUFFS CONVENTION & VISITORS BUREAU	\$170,000.00	CONTRACTURAL SVC
COUNCIL BLUFFS WATER WORKS	\$17,463.17	WATER
COUNCIL BLUFFS WINSUPPLY	\$215.01	SUPPLIES
COX BUSINESS	\$119.12	DODGE OPERATING EXPENSE
COX MEDIA	\$3,299.40	MAC OPERATING EXPENSE
COX MEDIA, LLC	\$20,570.19	PHONE/INTERNET SVC
COX SUBSCRIPTIONS	\$29.98	SUBSCRIPTION
CRANE SALES & SERVICE	\$3,044.61	EQUIPMENT/PARTS
CREDIT MANAGEMENT, LP	\$2,814.06	COLLECTION FEE
CROUCH RECREATION INC	\$3,757.09	EQUIPMENT/PARTS
CURTIS W MCGHEE TRUST	\$158,571.30	CLAIMS-LAWSUIT
D & K PRODUCTS	\$695.00	SUPPLIES
D&K PRODUCTS	\$6,334.95	DODGE OPERATING EXPENSE
DAILY NONPAREIL	\$3,637.92	ADVERTISEMENT
DALES TRASH SERVICE INC	\$3,942.00	RENTAL EXPS
DALTON PREGON	\$380.50	FEES
DANIEL ROBERTS	\$85.00	REIMB EMPLOYEE EXPENSE
DANIELSON TECH SUPPLY	\$2,131.91	SUPPLIES
DATA POWER TECHNOLOGY LLC	\$1,802.50	REPAIRS
DBI INC	\$1,290.00	CONTRACTURAL SVC
DEAN HOLDING COMPANY	\$2,066.04	CONTRACTURAL SVC
DEBORAH WHITE	\$50.00	FEES
DELL MARKETING L P	\$2,246.92	HARDWARE/SOFTWARE
DENNIS L. JONES	\$1,889.00	UMPIRE SCHEDULING
DEX MEDIA, INC.	\$41.50	ADVERTISEMENT
DIAMOND MOWERS INC	\$508.32	REPAIRS
DICK DEAN SERVICE INC.	\$45.00	REPAIRS
DICK DEAN SERVICE INC.	(\$90.00)	VOIDED CHECK

DISCOVER	\$0.03	MAC OPERATING EXPENSE
DMG INC	\$1,795.00	ELECTRICAL REPAIR
DODGE PAYROLL	\$63,602.15	DODGE OPERATING EXPENSE
DOG & PONY PRODUCTIONS INC	\$6,540.00	MAC OPERATING EXPENSE
DOLL DISTRIBUTING INC	\$2,493.19	MAC OPERATING EXPENSE
DOLL DISTRIBUTING LLC	\$3,536.35	DODGE OPERATING EXPENSE
DULTMEIER SALES LLC	\$278.95	SUPPLIES
EBSCO INDUSTRIES, INC.	\$2,459.00	SUBSCRIPTION
ECHO ELECTRIC SUPPLY	\$1,435.50	MAC OPERATING EXPENSE
ECHO GROUP	\$3,093.01	SUPPLIES
ECOSOLUTIONS LLC	\$633.75	SUPPLIES
EDWARDS CHEVROLET-CADILLAC INC	\$155.51	EQUIPMENT/PARTS
EFTPS	\$620,261.74	EMPLOYEE TAXES
EHRHART GRIFFIN & ASSOCIATES INC	\$22,787.50	PROFESSIONAL SVCS
ELAVON INC	\$5,167.65	FEES
ELBA E CERA	\$90.00	PROFESSIONAL SVCS
EMPLOYERS MUTUAL CASUALTY COMPANY	\$143,551.16	INSURANCE
ENCYCLOPAEDIA BRITANNICA INC	\$1,850.00	SUBSCRIPTION
ENTERPRISE FM TRUST	\$699.88	RENTAL EXPS
ERIKSEN CONSTRUCTION CO INC	\$19,604.86	CONSTRUCTION
ERRIN K GUNDERSON	\$1,355.57	MOWING/GROUNDS MAINT
ESRI	\$12,500.00	SUBSCRIPTION
EXCHANGE BANK LEASING DIV	\$17,532.82	DODGE OPERATING EXPENSE
FACTORY MOTOR PARTS	\$1,452.78	EQUIPMENT/PARTS
FAX GILBERT PROGRAMS INC	\$300.00	CONTRACTURAL SVC
FCX PERFORMANCE	\$6,632.67	SUPPLIES
FEDEX	\$30.96	FREIGHT/POSTAGE
FELD FIRE	\$7,411.00	EQUIPMENT/PARTS
FELSBURG HOLT & ULLEVIG INC	\$7,464.71	PROFESSIONAL SVCS
FIRST NATIONAL BANK PCARDS	\$4,385.65	DODGE OPERATING EXPENSE
FISHER SCIENTIFIC COMPANY, LLC	\$1,746.28	TESTING
FLEET US LLC	\$5,184.00	SUPPLIES

FRATERNAL ORDER OF POLICE	\$3,150.00	EMPLOYEE CONTRIB
FUNNEL CAKE	\$1,194.15	MAC OPERATING EXPENSE
GENIE PEST CONTROL	\$123.50	DODGE OPERATING EXPENSE
GENIE SERVICE LLC	\$200.00	PEST CONTROL
GEORGE BUTLER ASSOCIATES, INC.	\$20,846.40	CONTRACTURAL SVC
GEORGE W PALMER	\$108.00	REFUND
GEORGIA J PETERSON	\$58.65	REFUND
GOVDEALS INC	\$10.00	ONLINE PAYMENT FEES
GREAT AMERICA FINANCIAL SERV	\$190.38	DODGE OPERATING EXPENSE
GREAT PLAINS UNIFORMS	\$1,652.00	UNIFORMS
GREATAMERICA FINANCIAL SERVICES CORP	\$287.42	LOAN PAYMENTS
GRP & ASSOCIATES	\$86.00	PROFESSIONAL SVCS
HACH COMPANY	\$149.69	EQUIPMENT/PARTS
HARCROS CHEMICALS INC	\$2,858.00	SUPPLIES
HARMS OIL COMPANY	\$20,474.36	FUEL
HAWKINS CONSTRUCTION COMPANY	\$619,022.50	CONSTRUCTION
HD SUPPLY FAC MAINTENANCE LTD	\$526.21	SUPPLIES
HDR ENGINEERING INC	\$4,551.24	PROFESSIONAL SVCS
HEARST PROPERTIES INC	\$2,465.00	MAC OPERATING EXPENSE
HEARTLAND CO-OP	\$331.00	FUEL
HEARTLAND TIRES & TREADS INC	\$3,440.35	TIRE REPLACEMENT/REPAIR
HEATHER HALL	\$250.00	REFUND
HEININGER CONSTRUCTION LLC	\$280.00	CONTRACTURAL SVC
HGM ASSOCIATES INC	\$197,794.98	PROFESSIONAL SVCS
HORWATH LAUNDRY MACHINERY CO	\$16,220.00	EQUIPMENT/PARTS
I-80 LIQUOR & TOBACCO	\$3,059.83	DODGE OPERATING EXPENSE
ICMA RETIREMENT TRUST - 457	\$11,452.30	EMPLOYEE CONTRIB
ID LABELING SYSTEMS	\$892.80	SUPPLIES
IDEAL PURE WATER	\$40.50	MAC OPERATING EXPENSE
ILONA HOLLAND	\$4.00	REFUND
INFOR (US) INC	\$95,209.43	HARDWARE/SOFTWARE
INGERSOLL-RAND COMPANY	\$5,657.75	EQUIPMENT/PARTS

INTERSTATE INDUSTRIAL INSTR., INC.	\$592.00	SUPPLIES
IOWA ALCOHOL BEVERAGE DIV	\$2,528.00	MAC OPERATING EXPENSE
IOWA CHAPTER OF IAPMO	\$300.00	DUES/MEMBERSHIP
IOWA DEPARTMENT OF INSPECTIONS & APPEALS	\$50.00	MAC OPERATING EXPENSE
IOWA DEPARTMENT OF NATURAL RESOURCE	\$7,500.00	FEES
IOWA DEPARTMENT OF REVENUE	\$152.81	GARNISHMENT
IOWA DEPARTMENT OF REVENUE	\$12,931.00	MAC OPERATING EXPENSE
IOWA DEPT OF REVENUE	\$141,287.00	EMPLOYEE TAXES
IOWA LEAGUE OF CITIES	\$14,726.00	FEES
IOWA STORMWATER EDUCATION	\$5,760.00	DUES/MEMBERSHIP
IOWA WASTE SERVICES HOLDINGS INC	\$48,698.54	SOLID WASTE DISPOSAL
IPERS	\$196,896.24	RETIREMENT
IPFS CORPORATION	\$645.39	DODGE OPERATING EXPENSE
J & R LIQUOR	\$391.95	MAC OPERATING EXPENSE
J&M GOLF	\$1,773.62	DODGE OPERATING EXPENSE
JACK L LEWIS ESTATE	\$74.84	REFUND
JEBRO INCORPORATED	\$30.00	CONTRACTURAL SVC
JEO CONSULTING GROUP INC	\$29,777.67	CONSULTANT
JEREDITH BRANDS LLC	\$5,986.50	JANITORIAL SERVICE
JESSICA E MAAS	\$150.80	REIMB EMPLOYEE EXPENSE
JOHN H MCCLAIN	\$122.85	REFUND
JON E CLARK	\$1,357.11	REIMB EMPLOYEE EXPENSE
JONATHAN C FINNEGAN	\$343.94	REIMB EMPLOYEE EXPENSE
JONES AUTOMOTIVE	\$161.00	EQUIPMENT/PARTS
JOSHUA T PORTER	\$540.00	MAC OPERATING EXPENSE
JUDDS BROS CONSTRUCTION CO	\$4,910.63	CONSTRUCTION
KAMALA HARRIS FOR THE PEOPLE	\$250.00	REFUND
KATIE DAVIS	\$45.00	REFUND
KAYS CUSTOMS LLC	\$2,743.50	CONTRACTURAL SVC
KELLY SUPPLY COMPANY	\$3,995.53	EQUIPMENT/PARTS
KEY IMPACT SALES & SYSTEMS INC	\$7,061.97	DEVLPMNT CONTRACT
KIMBERLY K RIEBE	\$25.87	REIMB EMPLOYEE EXPENSE

KING-JONES LLC	\$52,328.53	CLAIMS-LAWSUIT
KINGSCOTE CHEMICALS, INC.	\$1,064.98	SUPPLIES
KNTK-FM	\$400.00	DODGE OPERATING EXPENSE
KONECRANES, INC.	\$6,935.60	CONTRACTURAL SVC
KONICA MINOLTA BUSINESS SOLUTIONS USA	\$812.00	LEASE
KRIHA FLUID POWER COMPANY INC.	\$69.68	EQUIPMENT/PARTS
LANDSCAPES MGMT COMPANY	\$10,523.29	DODGE OPERATING EXPENSE
LANDSCAPES UNLIMITED	\$4,363.04	DODGE OPERATING EXPENSE
LAURA ANNE HAKE	\$14.00	REFUND
LAWSON PRODUCTS INC	\$2,168.67	SUPPLIES
LEADSONLINE LLC	\$7,988.00	PROFESSIONAL SVCS
LEAGUE OF HUMAN DIGNITY INC	\$15,773.00	GRANT REIMBURSEMENT
LEWIS TOWNSHIP FIRE AND RESCUE	\$4,500.00	EQUIPMENT/PARTS
LEXIPOL LLC	\$19,287.00	SUBSCRIPTION
LINCOLN NATIONAL LIFE INS CO	\$75.60	DODGE OPERATING EXPENSE
LINDA MCCANN	\$75.00	BOOKS/PERIODICALS/SUB
LOCKTON CO, LLC-KC SERIES	\$3,066.00	DODGE OPERATING EXPENSE
LOGAN CONTRACTORS SUPPLY INC	\$834.75	SUPPLIES
LOGHRY LAWNS	\$1,710.00	MOWING/GROUNDS MAINT
LORETTA GOESCHEL	\$117.16	REIMB EMPLOYEE EXPENSE
LP BUILDING SERVICES GROUP	\$7,640.00	JANITORIAL SERVICE
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,960.00	EMPLOYEE CONTRIB
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$280.00	EMPLOYEE CONTRIB
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,600.00	EMPLOYEE CONTRIB
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$1,000.00	EMPLOYEE CONTRIB
LUKE BRADLEY WINGER	\$400.00	CONTRACTURAL SVC
LYMAN RICHEY CORPORATION	\$32,990.25	STREET MAINTENANCE SUPPLS
LYMAN RICHEY SAND & GRAVEL CO	\$455.26	DODGE OPERATING EXPENSE
M & R WELDING	\$1,295.00	WELDING SUPPLIES/SERVICE
MAC PAYROLL	\$96,327.68	MAC OPERATING EXPENSE
MACHAELA MORRISSEY	\$700.00	REFUND
MACONN ENTERPRISES LLC	\$9,211.80	CONTRACTURAL SVC

MARCO HOLDINGS, LLC	\$5,014.48	COPY/PRINTER MAINTANCE
MARKING REFRIGERATION INC	\$1,070.00	MAC OPERATING EXPENSE
MARKUSON CONSTRUCTION INC	\$11,260.00	CONTRACTURAL SVC
MARLYS LIEN	\$58.68	REIMB EMPLOYEE EXPENSE
MARTIN RESOURCE MANAGEMENT	\$277.50	SUPPLIES
MARY ANEY	\$34.64	REIMB EMPLOYEE EXPENSE
MATHESON TRI GAS INC.	\$96.90	WELDING SUPPLIES/SERVICE
MAX I WALKER UNIFORM & APPAREL	\$640.98	UNIFORMS
MCKINNIS ROOFING & SHEET METAL LLC	\$1,160.50	REPAIRS
MCMULLEN FORD INC	\$702.09	EQUIPMENT/PARTS
MECHANICAL INC	\$1,493.16	MAC OPERATING EXPENSE
MELLEN & ASSOCIATES INC	\$3,527.00	EQUIPMENT/PARTS
MENARD INC.	\$265.09	SUPPLIES
MERSINO DEWATERING INC	\$1,600.00	CONTRACTURAL SVC
METRO COALITION	\$2,184.74	FEES
MFPRSI	\$448,406.63	RETIREMENT
MICHAEL MANNING	\$300.00	REIMB EMPLOYEE EXPENSE
MICHAEL TODD AND COMPANY INC	\$591.44	EQUIPMENT/PARTS
MID AMERICA RECYCLING, LLC	\$175.00	DUES/MEMBERSHIP
MID STATES BANK	\$65.93	MAC OPERATING EXPENSE
MIDAMERICAN ENERGY COMPANY	\$329,820.85	ELECTRICITY
MIDLANDS HUMANE SOCIETY	\$10,328.17	CONTRACTURAL SVC
MIDWEST DISTRIBUTING CORPORATION	\$600.00	LEASE
MIDWEST GLASS	\$139.66	REPAIRS
MIDWEST NEURO SURGERY PC	\$20.00	FEES
MIDWEST TAPE, LLC	\$2,336.67	DVD/AUDIO/CD
MIDWEST TURF & IRRIGATION	\$1,343.65	EQUIPMENT/PARTS
MIDWEST TURF & IRRIGATION	\$495.51	DODGE OPERATING EXPENSE
MILLER MECHANICAL SPECIALTIES INC	\$1,858.55	EQUIPMENT/PARTS
MMC MECHANICAL CONTRACTORS INC	\$3,761.00	MAC OPERATING EXPENSE
MOBIUS	\$4,100.50	CONTRACTURAL SVC
MONROE TRUCK EQUIPMENT, INC.	\$794.84	EQUIPMENT/PARTS

MOORE'S SERVICE INCORPORATED	\$2,955.00	SERVICE LABOR
MURPHY TRACTOR & EQUIPMENT CO CORP	\$170.08	EQUIPMENT/PARTS
MUTUAL OF OMAHA	\$65.90	DODGE OPERATING EXPENSE
MYRON WILDER	\$875.00	FEES
N HARRIS COMPUTER CORPORATION	\$4,204.07	HARDWARE/SOFTWARE
NANCY LYNN TRASK	\$300.00	PROFESSIONAL SVCS
NANCY SCHULZE	\$250.00	REFUND
NAPA AUTO PARTS	\$3,807.47	EQUIPMENT/PARTS
NATIONAL CONCRETE CUTTING INC	\$175.92	REPAIRS
NATIONWIDE RETIREMENT SOLUTIONS INC	\$64,881.22	EMPLOYEE CONTRIB
NEBRASKA AIR FILTER INC	\$682.80	SUPPLIES
NEBRASKA CHILD SUPPORT PAYMENT CTR	\$496.62	GARNISHMENT
NEBRASKA DISTRIBUTING	\$1,048.91	MAC OPERATING EXPENSE
NEBRASKA FURNITURE MART INC	\$2,185.94	FURNITURE
NEBRASKA GOLF AND TURF	\$63.47	DODGE OPERATING EXPENSE
NEBRASKA SALT & GRAIN CO	\$61,928.69	STREET MAINTENANCE SUPLS
NEW COMMUNITY DEVELOPMENT CORPORATION	\$1,000.00	DEVLPMNT CONTRACT
NEWSBANK INC	\$1,993.00	HARDWARE/SOFTWARE
NEWSPAPER ARCHIVE INC	\$990.00	SUBSCRIPTION
NIKE USA INC	\$4,017.10	DODGE OPERATING EXPENSE
OCLC INC	\$1,209.50	SUBSCRIPTION
ODEYS INC	\$3,496.00	EQUIPMENT/PARTS
O'KEEFE ELEVATOR COMPANY INC	\$6,104.58	CONTRACTURAL SVC
OLD MARKET VENTURES	\$1,918.54	MAC OPERATING EXPENSE
OLSON LAW OFFICE PC	\$10,571.42	CLAIMS-LAWSUIT
OMAHA DOOR & WINDOW CO INC	\$2,676.79	REPAIRS
OMAHA DOOR & WINDOW INC	\$500.00	MAC OPERATING EXPENSE
OMAHA INSURANCE COMPANY	\$84.09	REFUND
OMAHA MAGAZINE LTD	\$1,180.00	ADVERTISEMENT
OMAHA WORLD HERALD	\$416.00	ADVERTISEMENT
OMAHAS HENRY DOORLY ZOO	\$350.00	PROFESSIONAL SVCS
OMNI ENGINEERING	\$28,025.38	STREET MAINTENANCE SUPLS

ONE SOURCE THE BACKGROUND CHECK COMPANY	\$624.00	CONSULTANT
OREGON DEPARTMENT OF JUSTICE	\$1,108.62	EMPLOYEE CONTRIB
O'REILLY AUTOMOTIVE INC	\$357.93	EQUIPMENT/PARTS
OSP LLC	\$500.00	PROFESSIONAL SVCS
OVERDRIVE INC	\$14.99	BOOKS/PERIODICALS/SUB
PAPILLION SANITATION	\$12,932.93	SOLID WASTE DISPOSAL
PARAMOUNT GAS PRODUCTS LLC	\$2,236.04	SAFETY EQUIPMENT
PARAMOUNT LINEN & UNIFORMS	\$326.75	DODGE OPERATING EXPENSE
PARAMOUNT UNIFORM CO INC	\$54.20	MAC OPERATING EXPENSE
PAUL THOMAS GALUS	\$200.00	MAC OPERATING EXPENSE
PAY-LESS OFFICE PRODUCTS INC	\$1,351.79	SUPPLIES
PAYPAL INC	\$19.95	CONTRACTURAL SVC
PAYROLL	\$2,143,615.13	EMPLOYEE PAYROLL
PEERLESS WIPING CLOTH CO	\$750.00	SUPPLIES
PEPSI BEVERAGES CO	\$2,075.18	DODGE OPERATING EXPENSE
PER MAR SECURITY & RESEARCH CORP	\$132.00	CONTRACTURAL SVC
PETROLEUM TRADERS CORPORATION	\$16,300.22	FUEL
PITNEY BOWES GLOBAL FINANCIAL LLC	\$1,484.82	POSTAGE & LEASE COST
PITNEY BOWES INC.	\$3,000.00	POSTAGE & LEASE COST
POTTAWATTAMIE ARTS, CULTURE, & ENTERTAINMENT	\$50,000.00	CONTRACTURAL SVC
POTTAWATTAMIE COUNTY TREASURER	\$1,614.00	FEES
PREMIER MIWEST BEVERAGE CO	\$2,086.05	DODGE OPERATING EXPENSE
PRESTO X	\$57.00	PEST CONTROL
PROTECH COMMERCIAL VEHICLE OUTFITTERS INC	\$63.68	EQUIPMENT/PARTS
RADIATOR DEPOT	\$148.00	EQUIPMENT/PARTS
RASMUSSEN MECHANICAL SERVICES INC	\$562.72	EQUIPMENT/PARTS
RDG GEOSCIENCE & ENGINEERING INC	\$227.25	PROFESSIONAL SVCS
RECORDED BOOKS LLC	\$364.16	DVD/AUDIO/CD
REGENTS OF THE UNIVERSITY OF MINNESOTA	\$650.00	SUPPLIES
RELIANCE STANDARD LIFE INSURANCE CO	\$57,811.16	EMPLOYEE INSURANCE
RESOURCE RENTAL CENTER INC	\$1,300.00	RENTAL EXPS
RESPOND FIRST AID SYSTEMS	\$306.00	MEDICAL SUPPLIES

RICOH USA INC	\$50.49	CONTRACTURAL SVC
RIVER CITY BASEBALL AND SOFTBALL ASSOC	\$5,940.00	FEES
RIVERSIDE BUILDING MAINTENANCE INC	\$1,071.00	JANITORIAL SERVICE
RODNEY GRAP	\$25.00	REFUND
ROLLINS INC	\$1,382.40	CONTRACTURAL SVC
RONALD D NIXON	\$300.00	REIMB EMPLOYEE EXPENSE
ROSE EQUIPMENT, LLC	\$934.82	EQUIPMENT/PARTS
RUETER & ZENOR CO	\$2,000.00	EQUIPMENT/PARTS
SAFETY GUARD INC	\$2,900.00	REPAIRS
SAFETY KLEEN CORPORATION	\$590.30	CONTRACTURAL SVC
SAMPSON CONSTRUCTION CO INC	\$60,504.96	CONSTRUCTION
SANDAU BROS SIGN CO INC	\$919.00	SUPPLIES
SAPP BROTHERS INC	\$27,719.00	FUEL
SARA BAUER	\$150.80	REIMB EMPLOYEE EXPENSE
SARAH ALLEN	\$47.97	REIMB EMPLOYEE EXPENSE
SCOREVISION	\$336,740.00	EQUIPMENT/PARTS
SEAN JOHNSTON	\$5,675.00	FEES
SECURITY EQUIPMENT INCORPORATED	\$1,832.85	CONTRACTURAL SVC
SHERBONDY'S GARDEN CENTER	\$512.00	CONTRACTURAL SVC
SILVERSTONE GROUP INC.	\$14,275.00	INSURANCE
SISTER CITIES INTERNATIONAL	\$810.00	DUES/MEMBERSHIP
SKARSHAUG TESTING LABORATORY INC	\$81.47	CONTRACTURAL SVC
SNYDER & ASSOCIATES INC	\$47,537.09	PROFESSIONAL SVCS
SOUTHWEST IOWA PLANNING COUNCIL	\$23,323.92	CONTRACTURAL SVC
SPECTRUM HOLDINGS INC	\$325.00	EQUIPMENT/PARTS
SPRAY EQUIPMENT & SERVICE CENTER	\$2,204.52	REPAIRS
SPRINT SOLUTIONS INC	\$58.96	CELL PHONE
STEVE DAVIS LAW PC	\$42,814.25	CLAIMS-LAWSUIT
STUART TINLEY LAW FIRM LLP	\$500.00	ATTORNEY FEES
STUDIO 15 COMMERCIAL INTERIORS INC	\$87,700.77	CONTRACT LABOR
SUPERIOR DOOR INC	\$6,428.00	REPAIRS
SWAGIT PRODUCTIONS LLC	\$1,375.00	CONTRACTURAL SVC

SWANK MOTION PICTURES INC	\$1,068.00	FEES
SYSCO - LINCOLN	\$3,048.30	DODGE OPERATING EXPENSE
TED'S MOWER SALES & SERVICE INC	\$2,054.60	EQUIPMENT/PARTS
THE DAVEY TREE EXPERT COMPANY	\$10,762.50	TREE WORK
THE OFFICE CLEANERS	\$2,714.29	JANITORIAL SERVICE
THE RETROFIT COMPANIES INC	\$3,747.25	CONTRACTURAL SVC
THE SCOTTS MIRACLE-GRO COMPANY	\$19,071.36	REFUSE COLLECTION
THE SPENCE LAW FIRM LLC	\$264,285.50	CLAIMS-LAWSUIT
THERMAL SERVICES	\$979.60	REPAIRS
THERMO KING CHRISTENSEN	\$216.80	SUPPLIES
THOMAS MORGAN	\$25.00	REFUND
TIMOTHY BAIN	\$300.00	REIMB EMPLOYEE EXPENSE
TOBIAS L WATERMAN	\$98.00	REIMB EMPLOYEE EXPENSE
TOPPING OUT INC	\$2,540.00	PROFESSIONAL SVCS
TOYNE INC	\$1,191.38	EQUIPMENT/PARTS
TRACI WALKER	\$13.90	REIMB EMPLOYEE EXPENSE
TRACY SIMPSON	\$22.04	REIMB EMPLOYEE EXPENSE
TRAFFIC CONTROL CORP	\$11,780.00	EQUIPMENT/PARTS
TRANS IOWA EQUIPMENT LLC	\$132.25	EQUIPMENT/PARTS
TRANSALARM INC	\$111.00	DODGE OPERATING EXPENSE
TRANSIT AUTHORITY OF THE CITY OF OMAHA	\$52,715.00	BUS SERVICE
TREASURER STATE OF IOWA/SALES TAX	\$13,393.00	SALES TAX
TURFWERKS	\$27.22	DODGE OPERATING EXPENSE
TVH PARTS CO	\$14.00	SUPPLIES
TWO RIVERS INSURANCE COMPANY, INC.	\$830,447.63	EMPLOYEE INSURANCE
TYLER PATTERSON	\$30.00	REFUND
TYLER TECHNOLOGIES INC	\$14,991.03	HARDWARE/SOFTWARE
U S AUTO FORCE	\$1,342.88	EQUIPMENT/PARTS
UMR	\$1,805.24	DODGE OPERATING EXPENSE
UNION BANK & TRUST	\$2.00	DODGE OPERATING EXPENSE
UNION BANK & TRUST FSA	\$3.50	DODGE OPERATING EXPENSE
UNITED HEALTHCARE	\$207.45	REFUND

UNITED PARCEL SERVICE	\$22.61	FREIGHT/POSTAGE
US BANK	\$97,091.26	CREDIT CARD PURCHASES
VANGUARD ID SYSTEMS CORPORATION	\$1,811.12	SUPPLIES
VEENSTRA & KIMM INC	\$4,640.36	PROFESSIONAL SVCS
VERIZON WIRELESS SERVICES LLC	\$5,596.59	CELL PHONE
VOICE & DATA SYSTEMS INC	\$228.00	TELEPHONE
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	\$8,140.00	EMPLOYEE CONTRIB
W.W. GRAINGER, INC.	\$79.16	EQUIPMENT/PARTS
WASTE CONNECTIONS OF IOWA	\$296,998.86	HOUSEHOLD TRASH
WASTE CONNECTIONS OF IOWA	\$416.50	DODGE OPERATING EXPENSE
WELLMARK	\$194.90	REFUND
WEST BROADWAY CLINIC P C	\$2,280.00	CONSULTANT
WEST PUBLISHING CORPORATION	\$795.47	SUBSCRIPTION
WESTERN ENGINEERING COMPANY INC	\$180,931.41	CONSTRUCTION
WESTERN OILFIELDS SUPPLY COMPANY	\$42,350.56	RENTAL EXPS
WICK'S STERLING TRUCK INC	\$89.32	EQUIPMENT/PARTS
WILLCO INC.	\$4,295.04	EQUIPMENT/PARTS
WILLIAM E CARPENTER JR	\$121.22	REIMB EMPLOYEE EXPENSE
WINDSTREAM CORPORATION	\$2,545.89	TELEPHONE
WOLSELEY INVESTMENTS INC	\$228.79	EQUIPMENT/PARTS
WOODHOUSE FORD CHRYLSER INC	\$1,784.95	EQUIPMENT/PARTS
YAMAHA MOTOR FINANCE ACH	\$652.24	DODGE OPERATING EXPENSE
YANT EQUIPMENT	\$1,296.38	REPAIRS
YMCA OF GREATER OMAHA	\$730.00	CONTRACTURAL SVC
Z5 INC	\$2,605.00	EQUIPMENT/PARTS
ZIMCO SUPPLY CO	\$7,720.00	DODGE OPERATING EXPENSE

City of Council Bluffs

**Receipts by Fund
For the Month of July FY20**

General Fund	2,645,234.11
Special Revenue	1,625,973.29
Debt Service	81,688.79
Capital Project	511,416.52
Enterprise	1,299,526.69
Total Receipts	6,163,839.40

**Expenditures by Fund
For the Month of July FY20**

General Fund	6,620,932.54
Special Revenue	795,294.27
Debt Service	0.00
Capital Project	2,334,487.16
Enterprise	728,735.09
Total Expenditures	10,479,449.06

Transfer from City Operating Accounts

to Mid America Center	39,693.40
to Dodge Riverside	0.00
to River's Edge Parking Garage	14,000.00
Total Transfers	53,693.40

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO.

19-PW-2028

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Clifford Maddox & Dasiti DAY PHONE: 712-242-7715
ADDRESS: 1602 E. Washington Ave. DOB: 9/14/78

DATE & TIME OF LOSS/ACCIDENT: 7/10/2019

LOCATION OF LOSS/ACCIDENT: 1602 E. Washington Ave

DESCRIPTION OF LOSS/ACCIDENT: Sewage water/test dye flooded our basement causing malodorous damage to carpet, floor and multiple household items.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 4148.26

WITNESS(ES) (Name(s), Address(es), Phone No(s)): Will provide upon further request

WAS POLICE REPORT FILED ☐ YES ☒ NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

N/A

HAVE YOU RESUMED NORMAL ACTIVITIES? ☐ YES ☒ NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY

OTHER RELEVANT INFORMATION: See attachments

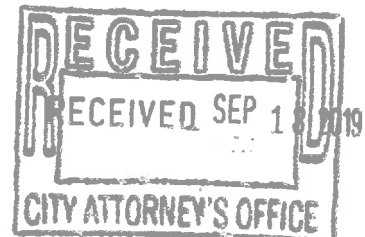
LIST INSURANCE PROVIDER AND COVERAGE: Home Owner Insurance - Progressive

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3) CODE OF IOWA)

9-13-19
DATE

[Signature]
CLAIMANT'S SIGNATURE



TO: GENESIS HOLDINGS 2, LLC, PO BOX 1711 COUNCIL BLUFFS IA 51502 - OWNER
GENESIS HOLDINGS 2, LLC C/O PATRICK RIGG, REGISTERED AGENT, 1403 N 17TH ST COUNCIL BLUFFS IA
51501 - OWNER
PERSON IN POSSESSION, 630 W. WASHINGTON AVE COUNCIL BLUFFS IA 51503 - PERSON IN POSSESSION
CITY OF COUNCIL BLUFFS, C/O CITY CLERK, 209 PEARL STREET COUNCIL BLUFFS IOWA 51503 - CITY LIMITS
ANY OTHER UNKNOWN PERSONS WITH INTEREST

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION

In accordance with Iowa Code Section 447.9 you are hereby notified that:

1. The property described in paragraph 2 of this Notice was sold at tax sale on

the 19TH day of June, 2017. The purchaser at tax sale was CCC INVESTING GROUP/BMO
HARRIS.
2. The legal description of the property sold is:

LOT 6, BLOCK 7 MYNSTER ADDITION TO THE CITY OF COUNCIL BLUFFS,
POTTAWATTAMIE COUNTY, IOWA a/k/a PARCEL # 754425382003
3. That your right of redemption as set forth in the Iowa Code will expire unless redemption of

the property is made within 90 days from the date of completed service of this Notice.
4. If the right of redemption is allowed to expire, a tax deed will be issued by the

Treasurer of POTTAWATTAMIE County.

By Emily Perkins
Emily Perkins, agent
for CCC INVESTING GROUP/BMO HARRIS
POTTAWATTAMIE 17-0029

CLERK
18 SEP 19
PM 5:01

CCC INVESTING GROUP/BMO HARRIS
'Keeping County Government Working for the Community'
405 N 115th St Ste 100
Omaha, NE 68154
Fax 402-399-5350

Dear Recipient of Notice of Expiration of Right of Redemption:

You are receiving the enclosed Notice of Expiration of Right of Redemption because §447.9 of the Iowa Code requires you to receive mailed notice by virtue of the following claim(s) or interest(s) in the real estate, which is the subject of the tax sale. Your claim(s) or interest(s) is described as one of the following:

- ✓ You are the recorded owner.
- ✓ You are a party in possession of the real estate.
- ✓ You are the record holder of a judgment against one or more of the people named in the enclosed notice.
- ✓ You are the holder of a mortgage or other recorded security interest in the property which is subject to the tax certificate.
- ✓ You are the seller under a contract of sale covering the property which is subject to the tax certificate.
- ✓ You are the buyer under a contract of sale covering the property which is subject to the tax certificate.
- ✓ You have some other interest of record in the property.
- ✓ The City in which the property is located.
- ✓ Farm Service Agency, Farm tenants, whose farming at the legal description of property of:

LOT 6, BLOCK 7 MYNSTER ADDITION TO THE CITY OF COUNCIL BLUFFS,
POTTAWATTAMIE COUNTY, IOWA a/k/a PARCEL # 754425382003

We hope this information will assist you in determining if you will take action with regard to redemption and will make it unnecessary for you to call us. To find out the redemption amount for this parcel, please contact your county treasurer's office. However, if additional information is still needed, you may contact Emily at 402-399-9049 X 128 and **use reference POTTAWATTAMIE 17-0029**. Thank you.

Council Communication

Department: Legal
Case/Project No.:
Submitted by: Legal Department

Resolution 19-219
ITEM 4.A.

Council Action: 9/23/2019

Description

Resolution authorizing the Mayor to execute the five year billboard lease agreement with The Lamar Companies.

Background/Discussion

This billboard is located on city property commonly referred to as the DEB parcel.

We are also in the process of trying to dispose of this parcel in fee so although this has a five year term it may be terminated by giving 90 days notice at any time.

The attorney for the party we are working with to acquire the property has reviewed the lease and has no objection.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Lease	Other	9/17/2019
Resolution 19-219	Resolution	9/17/2019

Lamar Co # 244

This Instrument Prepared by:

James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

James R. McIlwain

James R. McIlwain

New
X _____ Renewal
Lease #6078

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 20____, by and between:

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CITY OF COUNCIL BLUFFS

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of Pottawattamie, State of Iowa, more particularly described as: **The space occupied by and necessary for the sign structure located on Lessor's property known as Pt of NW ¼ SEC 4-74-44 lying East of River Road except 23rd Ave. & Interstate R.O.W. a/k/a 2300 River Road Council Bluffs, IA.**

1. This Lease shall be for a term of **Five (5) years** commencing on **August 1, 2019**, unless sooner terminated as hereinafter provided.
2. LESSEE shall pay to LESSOR an annual rental of **Eleven Thousand Five Hundred (\$11,500.00) Dollars**, payable in advance in equal installments, with the first installment due on **August 1, 2019**. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.
3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within one thousand (1000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.
4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.
5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.
6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.
8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.
9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.
10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.
11. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSEE a first right of refusal to match any bona fide agreement of LESSOR with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. LESSEE has seven (7) days after LESSOR provides to LESSEE a copy of such agreement executed by such third party to match the terms of such agreement.
12. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation
13. With the execution of this Lease, the prior Lease dated January 31, 2014 is terminated. This Lease will be the entire agreement between LESSOR and LESSEE and supersedes any other prior agreement.
14. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

LESSOR: CITY OF COUNCIL BLUFFS

BY:

BY:

PRINTED NAME & TITLE

BY:

SIGNATURE

DATE:

/ /

DATE:

/ /

LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:

Lamar Outdoor Advertising
Attn: Real Estate
4849 "G" St.
Omaha, NE 68117

Address of LESSOR:

Witnesses (LESSEE)

Witnesses (LESSOR)

Lamar Co # 244

This Instrument Prepared by:

James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808



James R. McIlwain

X _____ New

Renewal
Lease #6078

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this _____ day of _____, 20____, by and between:

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CITY OF COUNCIL BLUFFS

(hereinafter referred to as "Lessor") and THE LAMAR COMPANIES (hereinafter referred to as "Lessee"), provides

WITNESSETH

"LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure ("sign"), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE'S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR'S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of Pottawattamie, State of Iowa, more particularly described as: **The space occupied by and necessary for the sign structure located on Lessor's property known as Pt of NW ¼ SEC 4-74-44 lying East of River Road except 23rd Ave. & Interstate R.O.W. a/k/a 2300 River Road Council Bluffs, IA.**

1. This Lease shall be for a term of **Five (5) years** commencing on **August 1, 2019**, unless sooner terminated as hereinafter provided.
2. LESSEE shall pay to LESSOR an annual rental of **Eleven Thousand Five Hundred (\$11,500.00) Dollars**, payable in advance in equal installments, with the first installment due on August 1, 2019. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.
3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE'S, on property owned or controlled by LESSOR within one thousand (1000) feet of LESSEE'S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE'S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE'S option.
4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.
5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE'S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.
6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE.

7. In the event of any change of ownership of the property herein leased, **LESSOR** agrees to notify **LESSEE** promptly of the name, address, and phone number of the new owner, and **LESSOR** further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that **LESSEE** assigns this lease, assignee will be fully obligated under this Lease and **LESSEE** will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both **LESSEE** and **LESSOR**.
8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the **LESSOR** grants to the **LESSEE** the right to relocate its sign on **LESSOR'S** remaining property adjoining the condemned property or the relocated highway. Any condemnation award for **LESSEE'S** property shall accrue to **LESSEE**.
9. **LESSEE** agrees to indemnify **LESSOR** from all claims of injury and damages to **LESSOR** or third parties caused by the installation, operation, maintenance, or dismantling of **LESSEE'S** sign during the term of this lease. **LESSEE** further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.
10. **LESSOR** agrees to indemnify **LESSEE** from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of **LESSOR** herein.
11. Prior to **LESSEE** removing its sign, and for five (5) years after such removal, **LESSOR** grants **LESSEE** a first right of refusal to match any bona fide agreement of **LESSOR** with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. **LESSEE** has seven (7) days after **LESSOR** provides to **LESSEE** a copy of such agreement executed by such third party to match the terms of such agreement.
12. If required by **LESSEE**, **LESSOR** will execute and acknowledge a memorandum of lease suitable for recordation
13. With the execution of this Lease, the prior Lease dated January 31, 2014 is terminated. This Lease will be the entire agreement between **LESSOR** and **LESSEE** and supersedes any other prior agreement.
14. This Lease is **NOT BINDING UNTIL ACCEPTED** by the General Manager of a Lamar Advertising Company.

THE LAMAR COMPANIES, LESSEE:

LESSOR: CITY OF COUNCIL BLUFFS

BY: _____

BY: _____

PRINTED NAME & TITLE

VICE-PRESIDENT/GENERAL MANAGER

BY: _____

SIGNATURE

DATE: / /

DATE: / /

LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:
Lamar Outdoor Advertising
Attn: Real Estate
4849 "G" St.
Omaha, NE 68117

Address of LESSOR:

Witnesses (**LESSEE**)

Witnesses (**LESSOR**)

THE



COMPANIES

Lamar Co # 244

Rider # 1 to Lease #6078 dated the ____ day of _____, 2019, by and between The City of Council Bluffs, as Lessor and The Lamar Companies, as Lessee.

Any provisions to the contrary in this lease notwithstanding, Lessor and Lessee agree that Lessor may terminate this Lease upon Ninety (90) days written notice and the return of any unearned rentals.

Should Lessor exercise its right to terminate the Lease, Lessee shall remove all structures, materials, and equipment from the premises and repair the surface of the ground by the end of the tenancy.

LESSOR

DATE

LESSEE

DATE

RESOLUTION NO. 19-219

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE FIVE YEAR
BILLBOARD LEASE AGREEMENT WITH THE LAMAR COMPANIES.**

WHEREAS, the City is disposing of an interest in said property described as: The space occupied by and necessary for the sign structure located on the property known as Pt of NW ¼ SEC 4-74-44 lying East of River Road except 23rd Avenue & Interstate R.O.W. a/k/a 2300 River Road, Council Bluffs, Iowa; and

WHEREAS, the City will dispose of its interest by entering into a five-year billboard lease agreement with the Lamar Companies; and

WHEREAS, it is in the best interest of the City of Council Bluffs to execute the lease agreement.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the Mayor of Council Bluffs is hereby authorized to execute the five year billboard lease with The Lamar Companies.

ADOPTED
AND
APPROVED

September 23, 2019.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Legal
Case/Project No.:
Submitted by: Legal Department

Resolution 19-220
ITEM 4.B.

Council Action: 9/23/2019

Description

Resolution authorizing the Mayor to execute the purchase agreement for the sale of Lot 1 of the River Road Subdivision.

Background/Discussion

This resolution is for the sale of the balance of the DEB parcel. We are selling 9 acres to Warren, this parcel is a little over 39 acres.

The DEB parcel was given to the city by its owners in lieu of them contributing to the maintenance of the Industrial levee.

Recommendation

Approval of this Resolution.

ATTACHMENTS:

Description	Type	Upload Date
Redline Version	Agreement	9/4/2019
Agreement	Agreement	9/4/2019
Resolution 19-220	Resolution	9/17/2019

PURCHASE AGREEMENT

This Purchase Agreement is made as of _____, 2019 (“**Effective Date**”), by and between the City of Council Bluffs, Iowa, a municipal corporation (“**Seller**”), and Opus Development Company, L.L.C., a Delaware limited liability company (“**Buyer**”).

Buyer desires to purchase certain property owned by Seller, and Seller desires to sell such property to Buyer pursuant to the terms and conditions set forth in this Agreement.

Accordingly, Seller and Buyer agree as follows:

Article 1. DEFINITIONS. The following terms shall have the meanings set forth below:

- 1.1 Abstract. As defined in Section 5.1.1.
- 1.2 Agreement. This Agreement, including the following exhibits attached hereto and hereby made a part hereof:
 - Exhibit A: Legal Description of the Land
 - Exhibit B: Form of Memorandum
 - Exhibit C: Leases
 - Exhibit D: Levee Maintenance Documents
- 1.3 Airplane Club Lease. As defined in Exhibit C.
- 1.4 Billboard Lease. As defined in Exhibit C.
- 1.5 Broker. The Lund Company d/b/a Cushman & Wakefield.
- 1.6 Closing. As defined in Article 2.
- 1.7 Closing Date. As defined in Article 10.
- 1.8 Closing Notice. As defined in Article 10.
- 1.9 Commitment. The title insurance commitment with respect to the Property or a Development Parcel, as applicable, described in Section 5.1.1.
- 1.10 Development Parcel. All or a portion of the Property identified in the Closing Notice.
- 1.11 Earnest Money. As defined in Section 3.2.1.
- 1.12 Executory Period. The period between the Effective Date and a Closing.
- 1.13 Farm Lease. As defined in Exhibit C.
- 1.14 Hazardous Material. Any substance, chemical, waste or material that is or becomes regulated under applicable law because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products and any substance, chemical, waste or material regulated by any Hazardous Material Law.

- 1.15 Hazardous Material Laws. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, as such acts may be amended from time to time, and any other Federal, state, county, municipal, local or other law, statute, code, ordinance, rule or regulation which relates to or deals with human health or the environment in the jurisdiction in which the Property is located.
- 1.16 Improvements. All buildings, structures, fixtures and improvements located on the Land, if any.
- 1.17 Inspection Period. As defined in Section 4.1.
- 1.18 Land. The real property located in the City of Council Bluffs, Pottawattamie County, Iowa, legally described on Exhibit A attached hereto, together with all easements, appurtenances and hereditaments thereto.
- 1.19 Leases. As defined in Section 7.1.3
- 1.20 Levee Maintenance Documents. Those agreements identified on Exhibit D attached hereto.
- 1.21 Permitted Exceptions. The easements, restrictions, reservations and other matters affecting title to the Property as may be determined to be Permitted Exceptions pursuant to Article 5.
- 1.22 Property. The Land and the Improvements, collectively, excluding any Development Parcels sold pursuant to this Agreement.
- 1.23 Purchase Price. The purchase price for a Development Parcel described in Section 3.1.
- 1.24 Records. All records of Seller relating to the Property, including (a) all records regarding real estate taxes and assessments, (b) all reports and studies (including soil, engineering, geotechnical and environmental reports or tests, including all drafts and letters and other documents which order, describe or limit the scope of such tests, reports or studies), (c) all service contracts, leases, licenses and permits related to the Property, and (d) all originals and copies of surveys regarding the Property.
- 1.25 Survey. The survey of the Property or a Development Parcel, as applicable, described in Section 5.1.2.
- 1.26 Title Company. First American Title Insurance Company having an address at 121 South 8th Street, Suite 1250, Minneapolis, MN 55402, Attention: Dani Haag.
- 1.27 Title Evidence. The Commitment, Survey, and UCC Searches.
- 1.28 UCC Searches. The UCC searches described in Section 5.1.3.

Article 2. Purchase and Sale; Memorandum; Exclusivity.

- 2.1 Purchase and Sale. Seller hereby agrees to sell to Buyer, upon and subject to the terms and conditions hereinafter set forth, the Property. The purchase and sale of the Property or Development Parcels shall take place at one or multiple closings (each, a “**Closing**”) but not more than four (4) Closings, provided that any Closings shall take place on or before the third anniversary of the Effective Date. If Buyer purchases a Development Parcel that is less than all of the Property, the balance of the Property shall remain subject to this Agreement and Buyer’s right to purchase such Property and the remaining Property shall be at least ten (10) acres, have access to a public road, and have the ability to have direct access to current or future sanitary sewer, electric, and gas utility lines.

- 2.2 Memorandum. A memorandum of this Agreement (the “**Memorandum**”), the form of which is attached hereto as **Exhibit B**, shall be signed by both parties upon the execution of this Agreement and shall be recorded at Buyer’s cost in the real estate records in and for Pottawattamie County, Iowa.
- 2.3 Exclusivity. Seller shall not, during the Executory Period or before the termination of this Agreement, (a) promote the sale of the Property to, or solicit offers to purchase the Property from, other parties or (b) discuss or negotiate with other parties regarding the sale of the Property.

Article 3. Purchase Price.

- 3.1 Amount. Buyer shall pay to Seller as and for the purchase price for a Development Parcel an amount equal to \$0.50 per land square foot. The land square footage of a Development Parcel shall be determined by the Survey.
- 3.2 Manner of Payment. The Purchase Price for a Development Parcel shall be payable as follows:
- 3.2.1 (a) For the first Development Parcel that Buyer may purchase pursuant to this Agreement, Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) as earnest money (“**Initial Earnest Money**”), to be deposited by Buyer in escrow with Title Company within three business (3) days after the Effective Date and held and disbursed pursuant to the terms of this Agreement.
- (b) For any Development Parcel after the Closing of the first Development Parcel, Reset Earnest Money (defined below) to be deposited by Buyer in escrow with Title Company pursuant to Section 4.3 below and held and disbursed pursuant to the terms of this Agreement.
- 3.2.2 The Additional Earnest Money, if any (together with Initial Earnest Money or any Reset Earnest Money, as applicable, to the extent deposited with and then being held by the Title Company, the “**Earnest Money**”), deposited by Buyer in escrow with Title Company pursuant to Section 4.2 below and held and disbursed pursuant to the terms of this Agreement. For purposes of clarity only, “Earnest Money” does not include any Initial Earnest Money, Reset Earnest Money or Additional Earnest Money that has been credited to a Purchase Price at a previous Closing.
- 3.2.3 The balance of the Purchase Price in cash or by certified or cashier’s check or wire transfer of immediately available funds on the applicable Closing Date.

Article 4. Inspection.

- 4.1 Inspection Period. Buyer shall have a period of three hundred sixty-five (365) days following the Effective Date (the “**Initial Inspection Period**,” together with, if any, the Additional Inspection Period(s), the “**Inspection Period**”), during which Buyer may inspect the physical and environmental condition of the Property (or portion thereof), the availability of all permits and approvals, the location and availability of utilities and access, existing soil conditions, the impact of governmental requirements and the feasibility of developing the Property (or portion thereof) as proposed by Buyer. Buyer and its affiliates and their respective employees, agents and independent contractors shall have access to the Property at reasonable times and after reasonable notice to Seller. Buyer shall restore any damage to the Property caused by such inspection and shall indemnify and hold Seller harmless from all liabilities incurred by Seller and arising out of any such entry, except that (a) Buyer shall not have any obligation in respect of any Hazardous Materials existing about the Property, and (b) Buyer shall not have any obligation for any loss, cost or damage arising out of Seller’s negligence or willful misconduct. The foregoing indemnity shall survive termination of this Agreement. Upon expiration of the then current Inspection Period, the Earnest Money will become non-refundable, except as otherwise set forth in this Agreement. The Earnest Money shall be credited to the Purchase Price at the next occurring Closing. If Buyer elects to terminate the Purchase Agreement during an Inspection Period, the Earnest Money shall be refunded to Buyer.

- 4.2 Additional Inspection Periods. Buyer may extend the then-current Inspection Period for up to two (2) consecutive periods of one hundred eighty (180) days each (each an “**Additional Inspection Period**”). Each Additional Inspection Period may be extended only by (a) Buyer’s deposit with the Title Company of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (“**Additional Earnest Money**”) and (b) Buyer’s delivery to Seller of a notice extending the Inspection Period, each of which shall be delivered before the expiration of the then-current Inspection Period. Upon expiration of the then-current Inspection Period, the Earnest Money will become non-refundable, except as otherwise set forth in this Agreement. All Earnest Money shall be credited to the Purchase Price at the next occurring Closing.
- 4.3 Reset of Inspection Period. Seller acknowledges and agrees that Buyer may purchase portions of the Property at one or more Closings. At each Closing for a Development Parcel that is at least ten (10) acres, the “Initial Inspection Period” shall automatically be amended to mean the period commencing on the Effective Date and expiring three hundred sixty-five (365) days after such Closing, and Buyer shall have the right to exercise two (2) consecutive Additional Inspection Periods as set forth in Section 4.2 above. The Buyer shall deposit Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (“**Reset Earnest Money**”) with the Title Company within three (3) business days after any reset of Inspection Period. The Reset Earnest Money shall be refundable during the then-current Inspection Period.
- 4.4 Delivery Requirements. To the extent not previously delivered by Seller to Buyer, Seller shall deliver to Buyer within five (5) business days after the Effective Date true and complete copies of each of the Records.

Article 5. Title Examination.

5.1 Title Evidence.

- 5.1.1 Within five (5) business days after the Effective Date, Seller shall deliver the updated abstract for the Property to the Title Company (“**Abstract**”). Buyer shall obtain a commitment to insure title to the Property issued by Title Company. The Commitment shall (a) be an ALTA Commitment (6-17-06) for an ALTA Owner’s Policy (6-17-06) in an amount to be determined with provision to increase the policy amount to cover the cost of improvements to be constructed by Buyer, (b) show Seller as owner of the Property, (c) commit to delete all of the so-called “standard exceptions” to coverage and (d) include copies of all documents, instruments and matters shown as exceptions or referenced therein.
- 5.1.2 Buyer shall obtain a current survey of the Property, prepared and certified by a registered land surveyor, reasonably satisfactory to Buyer, who is licensed in the State of Iowa. The survey shall (a) conform to the “2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys” as adopted in 2016 by the American Land Title Association and the National Society of Professional Surveyors, Inc. (the “**ALTA/NSPS Requirements**”), including optional items 1, 2, 3, 4, 6(b), 7(a), 8, 9, 11, 13, 14, 16, 17, 19 (if applicable), and 20 (\$1,000,000) of Table A thereto, and (b) contain a certification to Buyer, Title Company and any other party designated by Buyer in the applicable form as specified by the ALTA/NSPS Requirements.
- 5.1.3 Buyer shall obtain a report of UCC searches of the Uniform Commercial Code records of the secretary of state, county recorder and any other applicable filing location in the jurisdiction in which the Property is located under the Uniform Commercial Code as adopted therein.

The Title Evidence shall be deemed received by Buyer for purposes of this Section 5.1 only when a Commitment, Survey, and UCC Searches conforming to the foregoing requirements have been received by Buyer.

- 5.2 Buyer’s Objections and Requirements. Buyer shall be allowed fifteen (15) business days after receipt of the last of the Title Evidence for examination thereof and making any objections to the form and/or content of

the same. Any objections not made within said period shall be deemed to be waived by Buyer and shall be Permitted Exceptions. Buyer's objections may include additional requirements with regard to the Title Evidence based upon its initial review of the same, including requiring (a) satisfaction of Title Company's requirement as set forth in the Commitment, (b) deletion of all the so-called "standard exceptions" to coverage, (c) affirmative insurance of any easements appurtenant to the Property, (d) reasonable affirmative title insurance endorsements (including comprehensive, zoning, access, subdivision, contiguity and survey accuracy) with respect to the Property if available in the jurisdiction in which the Property is located, and (e) revisions to the Title Evidence as to any matters reasonably warranting additional investigation, affirmative insurance and/or certification. Buyer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time, including but not limited to any revisions to the Title Evidence to limit such Title Evidence to a Development Parcel.

5.3 Correction of Title. Seller shall be allowed fifteen (15) days after the making of Buyer's objections to cure the same and shall diligently proceed and use its best efforts to do so. Pending such cure, the Closing for a Development Parcel shall be postponed to the extent necessary to accommodate such time period; provided however, Seller shall not be allowed any additional time beyond the originally scheduled Closing Date for such Development Parcel to discharge or satisfy any mortgage, judgment or other monetary lien. If such cure is not completed within said fifteen (15) day period, Buyer shall have the option to do any of the following:

5.3.1 Terminate this Agreement and receive a refund of the Earnest Money;

5.3.2 Cure the defect and deduct the cost of curing from the Purchase Price for such Development Parcel at Closing; or

5.3.4 Waive one or more of its objections and proceed to Closing for such Development Parcel.

Article 6. Conditions Precedent.

6.1 Conditions in Favor of Buyer. The obligations of Buyer under this Agreement are contingent upon each of the following:

6.1.1 During the Inspection Period, Buyer shall have determined that it is satisfied with the matters and conditions disclosed by the reports, investigations and tests received or performed by Buyer pursuant to Section 4.1, with its review and analysis of the Title Evidence and the Records, with its governmental approvals needed for its contemplated development, with the lease termination agreement(s) between Seller and any tenant(s) on the Property and with any other condition related to Buyer's contemplated development.

6.1.2 On the Closing Date of a Development Parcel, the Property shall be subdivided such that such Development Parcel has a separate legal description and is a separate tax parcel, subject only to conditions acceptable to Buyer in its sole and absolute discretion.

6.1.3 On the Closing Date of a Development Parcel, Title Company shall be irrevocably committed to issue to Buyer an owner's policy of title insurance pursuant to the Commitment with respect to such Development Parcel and any appurtenant easements designated by Buyer pursuant to Section 5.2 subject only to the Permitted Exceptions and otherwise in a form approved by Buyer pursuant to Sections 5.2 and 5.3.

6.1.4 On the Closing Date of a Development Parcel, each of the representations and warranties of Seller in Section 7.1 shall be true and correct as if the same were made on such Closing Date.

- 6.1.5 On the Closing Date of a Development Parcel, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement as and when required under this Agreement with respect to such Development Parcel.

If any conditions in this Section 6.1 have not been satisfied on or before the applicable date set forth in this Section 6.1 with respect to each condition, then Buyer may terminate this Agreement with respect to such Development Parcel by notice to Seller on or before the applicable date, subject, however, to Article 14, or revoke the Closing Notice for the applicable Development Parcel (which notice for such Development Parcel or a different Development Parcel may be delivered at a later time), if delivered, such that the rights and obligations of the parties revert back to those that existed before the delivery of the Closing Notice. To the extent that any of the conditions in this Section 6.1 require the satisfaction of Buyer, such satisfaction shall be determined by Buyer in its sole and absolute discretion. The conditions in this Section 6.1 are specifically stated and for the sole benefit of Buyer. Buyer in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Seller. Seller shall not take or authorize, directly or indirectly, any action that modifies or changes the circumstances upon which the conditions set forth in this Section 6.1 were deemed satisfied or waived by Buyer without Buyer's consent.

- 6.2 Conditions in Favor of Seller. The obligations of Seller under this Agreement are contingent upon each of the following:

- 6.2.1 On the Closing Date with respect to a Development Parcel, each of the representations and warranties of Buyer in Section 7.2 shall be true and correct as if the same were made on such Closing Date.
- 6.2.2 On the Closing Date with respect to a Development Parcel, Buyer shall have performed all of the obligations required to be performed by Buyer under this Agreement as and when required under this Agreement with respect to such Development Parcel.

If any of the conditions in this Section 6.2 have not been satisfied on or before the applicable date set forth in this Section 6.2 with respect to each condition, then Seller may terminate this Agreement by notice to Buyer on or before the applicable date, subject however to Article 14. The conditions in this Section 6.2 are specifically stated and for the sole benefit of Seller. Seller in its discretion may unilaterally waive any one or more of the conditions, or any part thereof, by notice to Buyer.

- 6.3 Cooperation. The parties shall cooperate with each other to all reasonable extents in the parties' attempts to satisfy the conditions set forth in Sections 6.1 and 6.2, respectively, including executing such documents as may be reasonably requested by the other in connection therewith (such as environmental worksheets and other documents as may be reasonably requested by the other in connection therewith). Additionally, Seller shall, at the request of Buyer, cooperate and work together with Buyer (including, without limitation, joining in the execution of the materials described in clause (a) below) in connection with: (a) applications, agreements, amendments, approvals and annexation agreements relating to, among other things, zoning, site plan, planned development, subdivision, protective covenants, TIF financing, utility and other development matters to permit the development of the Property (or portion thereof) in accordance with Buyer's proposed development plans, and (b) any requirements of local, state or federal governments, or any agency thereof, any public utility, or the proposed development relating to the proposed development of the Property (or portion thereof), including but not limited to granting reasonably-sized utility, water, sanitary sewer, storm sewer, roadway, drainage, access and other easements in favor of Buyer in form and substance reasonably acceptable to Seller and Buyer. Seller agrees to timely and properly perform and pay all requirements of the covenants, duties and obligations of the owner or developer as are set forth in any development, annexation or other applicable agreement made by and between Seller or any of its predecessors in interest (as developer or owner, as the case may be) and the City of Council Bluffs or Pottawattamie County, Iowa, or other applicable authority or otherwise affecting the Property. Seller agrees to indemnify, defend and hold harmless Buyer and the Property from any and all claims, costs, losses,

damages or expenses (including but not limited to reasonable attorneys' fees) arising out of or alleged to have arisen out of Seller's failure to perform any of said obligations, covenants or duties. The provisions of this Section 6.3 shall survive the Closing of each Development Parcel. Notwithstanding the foregoing, any action by Seller under this Section 6.3 shall be subject to any administrative and legislative approval processes applicable to Seller and to such action.

Article 7. Representations and Warranties.

7.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as of the date of this Agreement as follows:

- 7.1.1 Seller has not entered into any contracts for the sale of or option to purchase any of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal or first offer, options to purchase any of the Property or any other rights or agreements which may delay or prevent this transaction.
- 7.1.2 There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made.
- 7.1.3 No person or entity is entitled to possession of any of the Property, other than Seller and Seller's tenants under the Leases identified on Exhibit C attached hereto (the "**Leases**"). The Leases are in full force and effect and neither Seller nor the tenants under their respective Leases are or have been in default under the terms of their respective Leases. Except for amendments and renewals identified on Exhibit C attached hereto, there are no amendments or other agreements affecting the Leases. The Farm Lease shall terminate no later than March 1, 2020, and the tenant under the Farm Lease shall not have possession of the Property after March 1, 2020. The Airplane Club Lease and the Billboard Lease shall terminate no later than the Closing Date for the Development Parcel that is affected by such Lease, and the tenants under such Leases shall not have possession of the Property after such Closing Date. At Buyer's direction to do so, Seller will terminate any or all of the Leases before the Closing Date.
- 7.1.4 The Property has not been classified under any designation under applicable law to obtain a special low ad valorem tax rate or receive either an abatement or deferment of ad valorem taxes which, in such case, will result in any "green acres", catch-up or other deferred ad valorem taxes in order to recover the amounts previously abated or deferred.
- 7.1.5 Seller has received no notice of and has no knowledge of any pending or proposed special assessments affecting the Property or any proposed or pending public improvements which may give rise to any special assessments affecting the Property.
- 7.1.6 Seller has received no notice of and has no knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Property, nor has Seller agreed or committed to dedicate any of the Property.
- 7.1.7 Seller has received no notice of and has no knowledge of any pending or threatened action which would impair access to and from all adjoining streets, roads and highways.
- 7.1.8 Seller has received no notice and has no knowledge of any actual or threatened curtailment, cancellation or suspension of any utility (including telephone and communications, electricity, gas, sanitary sewer, storm sewer and water (fire and domestic)).
- 7.1.9 Seller has received no notice of and has no knowledge that any of the Property or its use or uses are in violation of applicable law or any applicable private restriction applicable to the Property.

- 7.1.10 Seller has received no notice of and has no knowledge of any action, litigation, investigation or proceeding of any kind pending or threatened against Seller or any of the Property, and Seller knows of no facts which could give rise to any such action, litigation, investigation or proceeding.
- 7.1.11 Seller has not generated, manufactured, buried, spilled, leaked, discharged, emitted, stored, disposed of, used or released any Hazardous Materials about the Property, and has permitted no other party to do any of the same. Seller at all times has operated its business at the Property in compliance with Hazardous Material Laws and has kept in full force and effect all licenses, permits, and other authorizations required pursuant to any Hazardous Material Law for the lawful and efficient operation of Seller's business at the Property. Seller has received no notice of and has no knowledge (a) that any Hazardous Material are or have ever been generated, manufactured, buried, spilled, leaked, discharged, emitted, stored, disposed of, used or released about the Property, or (b) of any, requests, notices, investigations, demands, administrative proceedings, hearings, litigation or other action proposed, threatened or pending relating to any of the Property and alleging non-compliance with or liability under any Hazardous Material Law, or (c) that any above-ground or underground storage tanks or other containment facilities of any kind containing any Hazardous Materials are or have ever been located about the Property.
- 7.1.12 There are no leases or possessory rights in favor of any party, service or maintenance contracts, equipment leases or other contracts regarding any of the Property, except for the Leases which shall terminate by the dates prescribed in Section 7.1.3.
- 7.1.13 Seller has delivered or, within the time frame provided in Section 4.4, shall deliver to Buyer true, correct and complete copies of the Records in Seller's custody and control. Seller does not warrant and shall not be responsible for the accuracy or completeness of any Record not prepared by Seller or an affiliate of Seller or their conclusions or recommendations unless Seller or any affiliate has knowledge that the same are inaccurate, incomplete or misleading in any material respect.
- 7.1.14 Seller has the full power, capacity and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto do not and will not conflict with or result in any judgment, order or decree of any court or arbiter to which Seller is a party, or any agreement to which Seller and/or any of the Property is bound or subject.
- 7.1.15 Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.
- 7.1.16 Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
- 7.1.17 The Property is subject to certain levee maintenance fees arising from certain documents identified on **Exhibit D** attached hereto. There are no other agreements related to levee maintenance that affect the Property. The share of such fees allocated to the Property shall not exceed 13.1819%, and the share of such fees allocated to a Development Parcel shall be its proportionate share of the Property by acreage. Seller shall provide such evidence or documentation, including any recordable documents, reasonably acceptable to Buyer to confirm such allocation.

The foregoing representations and warranties are express representations and warranties which Buyer shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Buyer. Consummation of this Agreement by Buyer with knowledge of any such breach shall not constitute a waiver or release by Buyer of any claims arising out of or in connection with such breach. The foregoing representations and warranties (including as remade pursuant to Section 10.2.4) shall survive the Closings or the earlier termination of this Agreement.

7.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as of the date of this Agreement as follows:

- 7.2.1 Buyer has been duly formed and is in good standing under the laws of the State of Delaware and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto. This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto have each been duly authorized by all necessary corporate action on the part of Buyer and that such execution, delivery and performance does and will not conflict with or result in a violation of Buyer's bylaws or any judgment, order or decree of any court or arbiter to which Buyer is a party, or any agreement to which Buyer and/or any of the Property is bound or subject.
- 7.2.2 Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

The foregoing representations and warranties are express representations and warranties which Seller shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Seller. Consummation of this Agreement by Seller with knowledge of any such breach shall not constitute a waiver or release by Buyer of any claims arising out of or in connection with such breach. The foregoing representations and warranties shall survive the Closings or the earlier termination of this Agreement.

Article 8. Condition of Property at Closing. Seller shall deliver the applicable Development Parcel to Buyer at the Closing for such Development Parcel in a condition consistent with the representation and warranties in Section 7.1, and in any event in the same or better condition than which it existed on the date Buyer delivers its Closing Notice for the applicable Development Parcel.

Article 9. Operation Pending Closing. During the Executory Period, Seller shall (a) not lease, convey or otherwise transfer any of the Property, except for the Leases, (b) not execute any contracts, leases, amendments to the Leases or other agreements regarding any of the Property that are not terminable on thirty (30) days' advance notice, (c) not undertake any improvements or alterations of the Property without the consent of Buyer, and (d) promptly deliver to Buyer a copy of any notice, consent, waiver, request or other communication Seller receives from any public or private entity with respect to any of the Property. Upon receipt of Buyer's direction to terminate one or more of the Leases, Seller shall terminate such Leases such that they are terminated at or before the Closing. Seller shall be responsible for all costs related to the termination of the Leases.

Article 10. Closing.

- 10.1 Closing Date. The Closing for a Development Parcel shall occur on the date identified in a written notice ("**Closing Notice**") delivered by Buyer to Seller and Title Company at least three (3) business days in advance of the desired closing date, which date shall be a commonly-accepted business day (the "**Closing**

Date”). Each such Closing Notice shall also specify (a) the applicable Development Parcel to be purchased, and (b) the Purchase Price for such Development Parcel. Such Closing shall take place at the offices of Title Company or at such other place, date and time as Seller and Buyer may agree.

10.2 Seller’s Closing Documents. At each Closing, Seller shall execute, acknowledge (where appropriate), and deliver to Buyer the following, each dated as of the Closing Date and in form and substance reasonably satisfactory to Buyer:

10.2.1 A general warranty deed conveying to Buyer the applicable Development Parcel, subject only to Permitted Exceptions.

10.2.2 An Iowa declaration of value statement in a form required by the Iowa Department of Revenue.

10.2.3 An Iowa groundwater hazard statement in a form required by the Iowa Department of Natural Resources.

10.2.4 A certificate certifying that the representations and warranties contained in Section 7.1 of this Agreement with respect to the applicable Development Parcel are true and correct as of the Closing Date.

10.2.5 An affidavit of Seller regarding liens, judgments, residence, tax liens, bankruptcies, parties in possession, survey and mechanics’ or materialmens’ liens and other matters affecting title to the applicable Development Parcel and/or as may be reasonably required by Title Company to delete the so-called “standard exceptions” from the title insurance policy described in Section 6.1.3.

10.2.6 A transferor’s certification stating that Seller is not a “foreign person”, “foreign partnership”, “foreign trust” or “foreign estate” as those terms are defined in Section 1445 of the Internal Revenue Code, and containing such additional information as may be required thereunder.

10.2.7 Any appropriate required Federal Income Tax reporting form.

10.2.8 All documents and instruments which (a) Buyer or Title Company may reasonably determine are necessary to transfer the applicable Development Parcel to Buyer subject only to the Permitted Exceptions, (b) Buyer or Title Company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant to this Agreement with respect to such Development Parcel, (c) Title Company may require as a condition to issuing the title insurance policy described in Section 6.1.3 with respect to such Development Parcel, or (d) may be required of Seller under applicable law, including any revenue or tax certificates or statements, or any affidavits, certifications or statements relating to the environmental condition of any of such Development Parcel, the presence (or absence) of wells about such Development Parcel, the presence (or absence) of storage tanks about such Development Parcel, or the extent of compliance of any of such Development Parcel with applicable law.

10.2.9 A settlement statement with respect to such Development Parcel consistent with this Agreement.

10.3 Seller’s Additional Closing Deliveries. At Closing, Seller shall cause to be delivered to Buyer all originals of the Records with respect to the applicable Development Parcel in Seller’s custody and control, to the extent not previously delivered to Buyer pursuant to Section 4.2.

10.4 Buyer’s Closing Deliveries. At Closing, Buyer shall cause to be delivered to Seller:

- 10.4.1 The portion of the Purchase Price with respect to the applicable Development Parcel payable pursuant to Sections 3.2 as adjusted pursuant to Section 10.6 in cash or by wire transfer of immediately available funds. The Earnest Money with respect to such Development Parcel shall be applied to and credited against the Purchase Price for such Development Parcel and shall be disbursed to Seller by Title Company at the Closing for such Development Parcel.
- 10.4.2 All documents and instruments, each executed and acknowledged (where appropriate) by Buyer, which (a) Seller or Title Company may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement with respect to the applicable Development Parcel, or (b) may be required of Buyer under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.
- 10.4.3 A settlement statement with respect to the applicable Development Parcel consistent with this Agreement executed by Buyer.
- 10.5 Closing Escrow. Buyer and/or Seller at their option may deposit the respective Closing deliveries described in Sections 10.2, 10.3 and 10.4 with Title Company with appropriate instructions for recording and disbursement consistent with this Agreement.
- 10.6 Closing Adjustments. The following adjustments shall be made at Closing:
- 10.6.1 Seller shall be responsible for and pay the real estate taxes for fiscal years prior to the year of Closing with respect to the applicable Development Parcel. Real estate taxes for fiscal year of Closing with respect to such Development Parcel shall be prorated between Seller and Buyer based on the Closing Date. If the Closing shall occur before the tax rate or assessed value for such fiscal period is determined, the apportionment of taxes shall be upon the basis of the last known taxes payable, but if such taxes are based upon a partial or different assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current tax levy's assessed value, legislative tax rollbacks and real estate tax exemption that will be applicable as shown on the Pottawattamie County Assessor's records on the Closing Date with respect to the applicable Development Parcel. Seller shall pay in full all "green acres", catch-up or other deferred taxes applicable to any of such Development Parcel as of the Closing Date with respect to such Development Parcel.
- 10.6.2 Rents, sewer, water, utilities and similar costs and expenses applicable to the applicable Development Parcel due and payable in the year of Closing shall be prorated between Seller and Buyer on a daily basis as of the Closing Date based upon a calendar fiscal year, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable subsequent thereto.
- 10.6.3 Seller shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) levied, pending or constituting a lien with respect to the applicable Development Parcel as of the Closing Date for such Development Parcel.
- 10.6.4 Seller shall pay all transfer tax, if any, regarding the deed for the applicable Development Parcel to be delivered by Seller to Buyer.
- 10.6.5 Seller shall pay the cost of recording all documents for the applicable Development Parcel other than the deed to be delivered by Seller to Buyer, necessary to place record title to such Development Parcel in Seller in the condition required pursuant to Sections 5.2 and 6.1.3. Buyer will pay the cost of recording all other documents for the applicable Development Parcel other than the deed to be delivered by Seller to Buyer.

- 10.6.6 Seller will pay all service charges for and costs to update the Abstract and all fees charged by Title Company for any escrow regarding Buyer's objections to title pursuant to Sections 5.2 and 5.3. Buyer shall pay all costs to prepare the Commitment (other than the cost to update the Abstract), Survey and UCC Searches and all premiums required for the owner's title insurance policy described in Section 6.1.3 with respect to the applicable Development Parcel and for any mortgagee's title insurance policy regarding any mortgage with respect to the applicable Development Parcel given by Buyer in connection with this transaction.
- 10.6.7 Seller and Buyer shall each pay one half (1/2) of any Closing fee payable to Title Company with respect to this transaction.
- 10.6.8 Except as provided in Article 14, Seller and Buyer shall each pay its own attorneys' fees incurred in connection with this transaction.
- 10.6.9 All other adjustments with respect to the applicable Development Parcel shall be made in accordance with the custom and practice of the local market in which the Property is located.

If any of the amounts allocated under this Section 10.6 cannot be calculated with complete precision at Closing because the amount or amounts of one or more items included in such calculation are not then known, then such calculation shall be made on the basis of the reasonable estimates of Seller and Buyer, subject to prompt adjustment (by additional payment or refund, as necessary) when the amount of any such item or items become known. Except as otherwise specifically provided in this Agreement, all apportionments under this Section 10.6 shall be made final at Closing with respect to the applicable Development Parcel and there shall be no post-Closing adjustments or other allocations.

- 10.7 Possession. Seller shall deliver exclusive legal and actual possession of the applicable Development Parcel to Buyer on the Closing Date for such Development Parcel subject only to the Permitted Exceptions.

Article 11. Indemnities.

- 11.1 Seller's Indemnities. Seller hereby agrees to indemnify and hold Buyer harmless from and against all liabilities incurred by Buyer by reason of any of the following:
 - 11.1.1 The breach of any of the representations and warranties set forth in Section 7.1 (including as remade from time to time pursuant to Section 10.2.4) or any other provision of this Agreement or any instrument delivered pursuant hereto.
 - 11.1.2 The operation and condition of the applicable Development Parcel on or prior to such Development Parcel's Closing.
- 11.2 Buyer's Indemnities. Buyer hereby agrees to indemnify and hold Seller harmless from and against all liabilities incurred by Seller by reason of any of the following:
 - 11.2.1 The breach of any of the representations and warranties set forth in Section 7.2 or any other provision of this Agreement or any instrument delivered pursuant hereto.
 - 11.2.2 The operation of the applicable Development Parcel following such Development Parcel's Closing.
- 11.3 Survival. The terms of this Article 11 shall survive termination of this Agreement, provided however the indemnities related to Sections 11.1.1 and 11.2.1 shall survive the Closings or earlier termination of this Agreement.

Article 12. Condemnation. If prior to Closing eminent domain proceedings are commenced against any or all of the Property, Seller shall immediately give notice thereof to Buyer, and Buyer at its option (to be exercised within thirty (30) days after Seller's notice) may either (a) terminate this Agreement and receive a refund of the Earnest Money, or (b) proceed to Closing with respect to the applicable Development Parcel and receive at such Closing either a credit against the Purchase Price with respect to such Development Parcel in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing with respect to an applicable Development Parcel, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the consent of Buyer.

Article 13. Brokers. Buyer and Seller each hereby represent that, except for the Broker, there are no other brokers involved or that have a right to proceeds in this transaction. Seller shall pay one-quarter (1/4) of any commissions to the Broker and Buyer shall pay three-quarters (3/4) of any commissions to the Broker. The commission to the Broker shall not exceed four percent (4%) of the Purchase Price for a Development Parcel. Seller hereby agrees to indemnify and hold Buyer harmless from all loss, cost, liability, damage or expense (including reasonable attorneys' fees at both trial and appellate levels) incurred by Buyer as a result of any claim arising out of the acts of Seller (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with such party (except that Buyer shall have no obligations hereunder with respect to any claim by the Broker). The representations, warranties and indemnity obligations contained in this section shall survive the Closings or the earlier termination of this Agreement.

Article 14. Default. If either party shall default in any of their respective obligations under this Agreement, the other party, by notice to such defaulting party specifying the nature of the default and the date on which this Agreement shall terminate (which date shall be not less than thirty (30) days after the giving of such notice), may terminate this Agreement, and upon such date, unless the default so specified shall have been cured, this Agreement shall terminate. In the case of any default by Buyer, Seller's sole and exclusive remedy shall be termination of this Agreement as provided above and, upon any such termination, the Earnest Money shall be forfeited to Seller as agreed and final liquidated damages. In the case of any default by Seller, upon termination of this Agreement, the Earnest Money shall be returned to Buyer. Buyer also shall have the right to specifically enforce this Agreement or seek damages from Seller, provided that any action therefor is commenced within six (6) months after such right arises. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

Article 15. Termination; Confirmation. Except as expressly provided in this Agreement to the contrary, if this Agreement is terminated with respect to the Property pursuant to the terms hereof, the Earnest Money shall be returned to Buyer and upon such return the respective rights of Seller and Buyer arising out of this Agreement with respect to the Property shall immediately cease. In such event, Buyer agrees to execute, acknowledge, and deliver to Seller within ten (10) days after written request, a termination of this Agreement with respect to the Property in recordable form in order to remove the cloud of this Agreement from the Property, but failure to give such termination shall not affect the termination of this Agreement with respect to the Property.

Article 16. Assignability. Buyer may assign its rights under this Agreement with respect to the Property or an applicable Development Parcel without the consent of Seller and without affecting its rights under this Agreement with respect to any other portion of the Property or Development Parcels, provided that Buyer assigns to an affiliate of Buyer or to a third party with which Buyer or an affiliate of Buyer has contracted to provide construction or development services. Buyer may assign its rights under this Agreement with respect to the Property or a Development Parcel to any other third party with the consent of Seller, which consent shall not be unreasonably withheld, without affecting its rights under this Agreement with respect to any other portion of the Property or Development Parcels.

Article 17. Confidentiality. Seller and Buyer agree to retain the confidentiality of the identity of the other and of the terms of this Agreement, and not to disclose the same to any third party other than their respective affiliates, consultants, lawyers, accountants, potential partners and investors and lenders, and to governmental authorities in

connection with Buyer's proposed development of the Property or Development Parcels other than to the extent required by applicable law. Notwithstanding the foregoing, this Agreement shall be subject to Chapter 22 of the Iowa Code.

Article 18. Notices. Any notice, consent, waiver, request or other communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered mail, return receipt requested, postage prepaid, or when dispatched by nationally recognized overnight delivery service, in any event, addressed to the party's address as follows:

If to Seller: City of Council Bluffs, Iowa
Attn: Hon. Matt Walsh, Mayor
209 Pearl Street
Council Bluffs, IA 51503

with copy to:

City of Council Bluffs, Iowa
Attn: Richard Wade, City Attorney
209 Pearl Street
Council Bluffs, IA 51503

If to Buyer: Opus Development Company, L.L.C.
Attn.: Jason Conway
10350 Bren Road West
Minnetonka, MN 55343

with copies to:

Opus Development Company, L.L.C.
Attn: Legal Department
10350 Bren Road West
Minnetonka, MN 55343

and

Faegre Baker Daniels LLP
Attn: Lica Tomizuka
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

or to such party at such other address as such party, by ten (10) days' prior written notice given as herein provided, shall designate. Any notice given in any other manner shall be effective only upon receipt by the addressee.

Article 19. Miscellaneous.

19.1 Entire Agreement; Modification. This Agreement embodies the entire agreement and understanding between Seller and Buyer, and supersedes any prior oral or written agreements, relating to this transaction. This Agreement may not be amended, modified or supplemented except in a writing executed by both Seller and Buyer. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

- 19.2 Survival; No Merger. The terms of this Agreement shall survive and be enforceable after every Closing and shall not be merged therein.
- 19.3 Governing Law. This Agreement shall be construed under and governed by the laws of the State of Iowa.
- 19.4 Severability. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.
- 19.5 Time of the Essence; Calculation of Time Periods; Expiration. Time is of the essence under this Agreement. In computing any period of time described in this Agreement, if the last day of the designated period is a Saturday, Sunday, or legal holiday, the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.
- 19.6 Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either Seller or Buyer merely because of their respective efforts in preparing it.
- 19.7 Captions, Gender, Number and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, and the following words and phrases shall have the following meanings: (i) "including" shall mean "including but not limited to", (ii) "terms" shall mean "terms, provisions, duties, covenants, conditions, representations, warranties and indemnities", (iii) "any of the Property" shall mean "the Property or any part thereof or interest therein or the applicable Development Parcel or any part thereof or interest therein" as the context may require, (iv) "rights" shall mean "rights, duties and obligations", (v) "liabilities" shall mean "liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including reasonable attorneys' fees", (vi) "incurred by" shall mean "imposed upon or suffered or incurred or paid by or asserted against", (vii) "applicable law" shall mean "all applicable Federal, state, county, municipal, local or other laws, statutes, codes, ordinances, rules and regulations", (viii) "about the Property" shall mean "in, on, under or about the Property or the applicable Development Parcel" as the context may require, (ix) "operation" shall mean "use, non-use, possession, occupancy, condition, operation, maintenance or management", and (x) "this transaction" shall mean "the purchases, sales and related transactions contemplated by this Agreement."
- 19.8 Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of Seller and Buyer.
- 19.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("pdf") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. At the request of either party, any electronic or facsimile document is to be re-executed in original form by the parties who executed the electronic or facsimile document.

[Signature Pages Follow]

**SIGNATURE PAGE
FOR
PURCHASE AGREEMENT**

Seller has caused this Agreement to be executed and delivered as of the date first above written.

SELLER:

SELLER

City of Council Bluffs, Iowa,
a municipal corporation

By: _____
Name: _____
Its: _____

**SIGNATURE PAGE
FOR
PURCHASE AGREEMENT**

Buyer has caused this Agreement to be executed and delivered as of the date first above written.

BUYER:

OPUS DEVELOPMENT COMPANY, L.L.C.

Date: _____

By: _____

Name: _____

Its: _____

JOINDER OF TITLE COMPANY

The undersigned hereby agrees to act as Title Company under the foregoing Purchase Agreement and to hold and disburse the Earnest Money in accordance with the terms thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

Date: _____

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lot 1 in River Road Subdivision, an Official Plat in the City of Council Bluffs, Pottawattamie County, Iowa

EXHIBIT B

FORM OF MEMORANDUM

Prepared by and return to: Matt Hardin, Faegre Baker Daniels LLP, 801 Grand Ave., Fl. 33, Des Moines, IA 50309, 515-447-4730

MEMORANDUM OF PURCHASE RIGHT

THIS MEMORANDUM OF PURCHASE RIGHT (this “**Memorandum**”) is made as of _____, 2019, by and between the City of Council Bluffs, Iowa, a municipal corporation (“**Seller**”), and Opus Development Company, L.L.C., a Delaware limited liability company (“**Buyer**”).

RECITALS

A. Seller and Buyer are parties to that certain Purchase Agreement dated on or around the date hereof (the “**Agreement**”) regarding certain real property legally described on **Exhibit A** attached hereto (the “**Property**”).

B. Seller and Buyer desire to execute and record this memorandum to provide notice of the Agreement.

AGREEMENT

1. **Notice.** This Memorandum is executed and is to be recorded to give notice of the Agreement.

2. **Purchase Right.** Pursuant to the Agreement, Seller has granted to Buyer the exclusive right to purchase at one time or in multiple closings, not to exceed four (4) closings, all or portions of the Property upon the terms and conditions more particularly set forth therein.

3. **Termination.** Upon Seller’s request, Buyer shall execute and acknowledge a written termination of this Memorandum, in recordable form, upon expiration or earlier termination of the Agreement or consummation of the closing of the Property or last closing of the remaining Property.

4. **Single Instrument.** The Agreement contains other terms, conditions, provisions, covenants, representations and warranties, all of which are hereby incorporated in this Memorandum by reference as though fully set forth herein, and both the Agreement and this Memorandum shall be deemed to constitute a single instrument. A copy of the Agreement is maintained at the offices of Seller and Buyer. Nothing contained herein shall be construed to amend, modify, amplify, interpret or supersede any provision of the Agreement, which shall in all things control.

5. **Counterparts.** This Memorandum may be executed and delivered in counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

6. **Successors and Assigns.** This Memorandum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

SIGNATURE PAGE

TO

MEMORANDUM OF PURCHASE RIGHT

SELLER

City of Council Bluffs, Iowa,
a municipal corporation

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

The foregoing was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the City of Council Bluffs, Iowa, a municipal corporation.

Notary Public

**SIGNATURE PAGE
TO
MEMORANDUM OF PURCHASE RIGHT**

BUYER

Opus Development Company, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this ____ day of _____, 2019, by
_____, the _____ of Opus Development Company, L.L.C., a
Delaware limited liability company, on behalf of such company.

Notary Public

EXHIBIT A
TO
MEMORANDUM OF PURCHASE RIGHT
LEGAL DESCRIPTION

Lot 1 in River Road Subdivision, an Official Plat in the City of Council Bluffs, Pottawattamie County, Iowa

EXHIBIT C

LEASES

1. Sign Location Lease dated on or around September 26, 2019 (the “**Billboard Lease**”) between Seller and The Lamar Companies in the form approved by Buyer
2. Oral farm lease (the “**Farm Lease**”) between Seller and Robert Adkins, Jr.
3. Land Lease Contract dated June 1, 2014 (the “**Airplane Club Lease**”) between Richard P. Borman & Chas B. Everest Ptr dba DEB Limited Partnership and Twin Cities Eagle Squadron AMA Chapter #3680

EXHIBIT D

LEVEE MAINTENANCE DOCUMENTS

1. Levee Maintenance Agreement and Easement between Farmland Industries, Inc., Council Bluffs Industrial Foundation, Inc., Cargill, Inc., Warren Oil Company, Robert N. Schlott and Barbara Schlott, Thelma J. Schlott as devisee under will of Norman P. Schlott, Eugene R. Severs and Barbara J. Severs, and the City of Council Bluffs, Iowa, dated December 7, 1982 and recorded December 19, 1982 in Book 84, Page 11239 in the records of the Pottawattamie County, Iowa, Recorder.
2. 1982 Levee Maintenance Agreement Updated 2011 Assessment dated February 24, 2012

PURCHASE AGREEMENT

This Purchase Agreement is made as of _____, 2019 (“**Effective Date**”), by and between the City of Council Bluffs, Iowa, a municipal corporation (“**Seller**”), and Opus Development Company, L.L.C., a Delaware limited liability company (“**Buyer**”).

Buyer desires to purchase certain property owned by Seller, and Seller desires to sell such property to Buyer pursuant to the terms and conditions set forth in this Agreement.

Accordingly, Seller and Buyer agree as follows:

Article 1. DEFINITIONS. The following terms shall have the meanings set forth below:

- 1.1 Abstract. As defined in Section 5.1.1.
- 1.2 Agreement. This Agreement, including the following exhibits attached hereto and hereby made a part hereof:
 - Exhibit A: Legal Description of the Land
 - Exhibit B: Form of Memorandum
 - Exhibit C: Leases
 - Exhibit D: Levee Maintenance Documents
- 1.3 Airplane Club Lease. As defined in Exhibit C.
- 1.4 Billboard Lease. As defined in Exhibit C.
- 1.5 Broker. The Lund Company d/b/a Cushman & Wakefield.
- 1.6 Closing. As defined in Article 2.
- 1.7 Closing Date. As defined in Article 10.
- 1.8 Closing Notice. As defined in Article 10.
- 1.9 Commitment. The title insurance commitment with respect to the Property or a Development Parcel, as applicable, described in Section 5.1.1.
- 1.10 Development Parcel. All or a portion of the Property identified in the Closing Notice.
- 1.11 Earnest Money. As defined in Section 3.2.1.
- 1.12 Executory Period. The period between the Effective Date and a Closing.
- 1.13 Farm Lease. As defined in Exhibit C.
- 1.14 Hazardous Material. Any substance, chemical, waste or material that is or becomes regulated under applicable law because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products and any substance, chemical, waste or material regulated by any Hazardous Material Law.

- 1.15 Hazardous Material Laws. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, as such acts may be amended from time to time, and any other Federal, state, county, municipal, local or other law, statute, code, ordinance, rule or regulation which relates to or deals with human health or the environment in the jurisdiction in which the Property is located.
- 1.16 Improvements. All buildings, structures, fixtures and improvements located on the Land, if any.
- 1.17 Inspection Period. As defined in Section 4.1.
- 1.18 Land. The real property located in the City of Council Bluffs, Pottawattamie County, Iowa, legally described on Exhibit A attached hereto, together with all easements, appurtenances and hereditaments thereto.
- 1.19 Leases. As defined in Section 7.1.3
- 1.20 Levee Maintenance Documents. Those agreements identified on Exhibit D attached hereto.
- 1.21 Permitted Exceptions. The easements, restrictions, reservations and other matters affecting title to the Property as may be determined to be Permitted Exceptions pursuant to Article 5.
- 1.22 Property. The Land and the Improvements, collectively, excluding any Development Parcels sold pursuant to this Agreement.
- 1.23 Purchase Price. The purchase price for a Development Parcel described in Section 3.1.
- 1.24 Records. All records of Seller relating to the Property, including (a) all records regarding real estate taxes and assessments, (b) all reports and studies (including soil, engineering, geotechnical and environmental reports or tests, including all drafts and letters and other documents which order, describe or limit the scope of such tests, reports or studies), (c) all service contracts, leases, licenses and permits related to the Property, and (d) all originals and copies of surveys regarding the Property.
- 1.25 Survey. The survey of the Property or a Development Parcel, as applicable, described in Section 5.1.2.
- 1.26 Title Company. First American Title Insurance Company having an address at 121 South 8th Street, Suite 1250, Minneapolis, MN 55402, Attention: Dani Haag.
- 1.27 Title Evidence. The Commitment, Survey, and UCC Searches.
- 1.28 UCC Searches. The UCC searches described in Section 5.1.3.

Article 2. Purchase and Sale; Memorandum; Exclusivity.

- 2.1 Purchase and Sale. Seller hereby agrees to sell to Buyer, upon and subject to the terms and conditions hereinafter set forth, the Property. The purchase and sale of the Property or Development Parcels shall take place at one or multiple closings (each, a “**Closing**”) but not more than four (4) Closings, provided that any Closings shall take place on or before the third anniversary of the Effective Date. If Buyer purchases a Development Parcel that is less than all of the Property, the balance of the Property shall remain subject to this Agreement and Buyer’s right to purchase such Property and the remaining Property shall be at least ten (10) acres, have access to a public road, and have the ability to have direct access to current or future sanitary sewer, electric, and gas utility lines.

- 2.2 Memorandum. A memorandum of this Agreement (the “**Memorandum**”), the form of which is attached hereto as **Exhibit B**, shall be signed by both parties upon the execution of this Agreement and shall be recorded at Buyer’s cost in the real estate records in and for Pottawattamie County, Iowa.
- 2.3 Exclusivity. Seller shall not, during the Executory Period or before the termination of this Agreement, (a) promote the sale of the Property to, or solicit offers to purchase the Property from, other parties or (b) discuss or negotiate with other parties regarding the sale of the Property.

Article 3. Purchase Price.

- 3.1 Amount. Buyer shall pay to Seller as and for the purchase price for a Development Parcel an amount equal to \$0.50 per land square foot. The land square footage of a Development Parcel shall be determined by the Survey.
- 3.2 Manner of Payment. The Purchase Price for a Development Parcel shall be payable as follows:
- 3.2.1 (a) For the first Development Parcel that Buyer may purchase pursuant to this Agreement, Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) as earnest money (“**Initial Earnest Money**”), to be deposited by Buyer in escrow with Title Company within three business (3) days after the Effective Date and held and disbursed pursuant to the terms of this Agreement.
- (b) For any Development Parcel after the Closing of the first Development Parcel, Reset Earnest Money (defined below) to be deposited by Buyer in escrow with Title Company pursuant to Section 4.3 below and held and disbursed pursuant to the terms of this Agreement.
- 3.2.2 The Additional Earnest Money, if any (together with Initial Earnest Money or any Reset Earnest Money, as applicable, to the extent deposited with and then being held by the Title Company, the “**Earnest Money**”), deposited by Buyer in escrow with Title Company pursuant to Section 4.2 below and held and disbursed pursuant to the terms of this Agreement. For purposes of clarity only, “Earnest Money” does not include any Initial Earnest Money, Reset Earnest Money or Additional Earnest Money that has been credited to a Purchase Price at a previous Closing.
- 3.2.3 The balance of the Purchase Price in cash or by certified or cashier’s check or wire transfer of immediately available funds on the applicable Closing Date.

Article 4. Inspection.

- 4.1 Inspection Period. Buyer shall have a period of three hundred sixty-five (365) days following the Effective Date (the “**Initial Inspection Period**,” together with, if any, the Additional Inspection Period(s), the “**Inspection Period**”), during which Buyer may inspect the physical and environmental condition of the Property (or portion thereof), the availability of all permits and approvals, the location and availability of utilities and access, existing soil conditions, the impact of governmental requirements and the feasibility of developing the Property (or portion thereof) as proposed by Buyer. Buyer and its affiliates and their respective employees, agents and independent contractors shall have access to the Property at reasonable times and after reasonable notice to Seller. Buyer shall restore any damage to the Property caused by such inspection and shall indemnify and hold Seller harmless from all liabilities incurred by Seller and arising out of any such entry, except that (a) Buyer shall not have any obligation in respect of any Hazardous Materials existing about the Property, and (b) Buyer shall not have any obligation for any loss, cost or damage arising out of Seller’s negligence or willful misconduct. The foregoing indemnity shall survive termination of this Agreement. Upon expiration of the then current Inspection Period, the Earnest Money will become non-refundable, except as otherwise set forth in this Agreement. The Earnest Money shall be credited to the Purchase Price at the next occurring Closing. If Buyer elects to terminate the Purchase Agreement during an Inspection Period, the Earnest Money shall be refunded to Buyer.

- 4.2 Additional Inspection Periods. Buyer may extend the then-current Inspection Period for up to two (2) consecutive periods of one hundred eighty (180) days each (each an “**Additional Inspection Period**”). Each Additional Inspection Period may be extended only by (a) Buyer’s deposit with the Title Company of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (“**Additional Earnest Money**”) and (b) Buyer’s delivery to Seller of a notice extending the Inspection Period, each of which shall be delivered before the expiration of the then-current Inspection Period. Upon expiration of the then-current Inspection Period, the Earnest Money will become non-refundable, except as otherwise set forth in this Agreement. All Earnest Money shall be credited to the Purchase Price at the next occurring Closing.
- 4.3 Reset of Inspection Period. Seller acknowledges and agrees that Buyer may purchase portions of the Property at one or more Closings. At each Closing for a Development Parcel that is at least ten (10) acres, the “Initial Inspection Period” shall automatically be amended to mean the period commencing on the Effective Date and expiring three hundred sixty-five (365) days after such Closing, and Buyer shall have the right to exercise two (2) consecutive Additional Inspection Periods as set forth in Section 4.2 above. The Buyer shall deposit Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (“**Reset Earnest Money**”) with the Title Company within three (3) business days after any reset of Inspection Period. The Reset Earnest Money shall be refundable during the then-current Inspection Period.
- 4.4 Delivery Requirements. To the extent not previously delivered by Seller to Buyer, Seller shall deliver to Buyer within five (5) business days after the Effective Date true and complete copies of each of the Records.

Article 5. Title Examination.

5.1 Title Evidence.

- 5.1.1 Within five (5) business days after the Effective Date, Seller shall deliver the updated abstract for the Property to the Title Company (“**Abstract**”). Buyer shall obtain a commitment to insure title to the Property issued by Title Company. The Commitment shall (a) be an ALTA Commitment (6-17-06) for an ALTA Owner’s Policy (6-17-06) in an amount to be determined with provision to increase the policy amount to cover the cost of improvements to be constructed by Buyer, (b) show Seller as owner of the Property, (c) commit to delete all of the so-called “standard exceptions” to coverage and (d) include copies of all documents, instruments and matters shown as exceptions or referenced therein.
- 5.1.2 Buyer shall obtain a current survey of the Property, prepared and certified by a registered land surveyor, reasonably satisfactory to Buyer, who is licensed in the State of Iowa. The survey shall (a) conform to the “2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys” as adopted in 2016 by the American Land Title Association and the National Society of Professional Surveyors, Inc. (the “**ALTA/NSPS Requirements**”), including optional items 1, 2, 3, 4, 6(b), 7(a), 8, 9, 11, 13, 14, 16, 17, 19 (if applicable), and 20 (\$1,000,000) of Table A thereto, and (b) contain a certification to Buyer, Title Company and any other party designated by Buyer in the applicable form as specified by the ALTA/NSPS Requirements.
- 5.1.3 Buyer shall obtain a report of UCC searches of the Uniform Commercial Code records of the secretary of state, county recorder and any other applicable filing location in the jurisdiction in which the Property is located under the Uniform Commercial Code as adopted therein.

The Title Evidence shall be deemed received by Buyer for purposes of this Section 5.1 only when a Commitment, Survey, and UCC Searches conforming to the foregoing requirements have been received by Buyer.

- 5.2 Buyer’s Objections and Requirements. Buyer shall be allowed fifteen (15) business days after receipt of the last of the Title Evidence for examination thereof and making any objections to the form and/or content of

the same. Any objections not made within said period shall be deemed to be waived by Buyer and shall be Permitted Exceptions. Buyer's objections may include additional requirements with regard to the Title Evidence based upon its initial review of the same, including requiring (a) satisfaction of Title Company's requirement as set forth in the Commitment, (b) deletion of all the so-called "standard exceptions" to coverage, (c) affirmative insurance of any easements appurtenant to the Property, (d) reasonable affirmative title insurance endorsements (including comprehensive, zoning, access, subdivision, contiguity and survey accuracy) with respect to the Property if available in the jurisdiction in which the Property is located, and (e) revisions to the Title Evidence as to any matters reasonably warranting additional investigation, affirmative insurance and/or certification. Buyer shall have the renewed right to object to the Title Evidence as the same may be revised or endorsed from time to time, including but not limited to any revisions to the Title Evidence to limit such Title Evidence to a Development Parcel.

5.3 Correction of Title. Seller shall be allowed fifteen (15) days after the making of Buyer's objections to cure the same and shall diligently proceed and use its best efforts to do so. Pending such cure, the Closing for a Development Parcel shall be postponed to the extent necessary to accommodate such time period; provided however, Seller shall not be allowed any additional time beyond the originally scheduled Closing Date for such Development Parcel to discharge or satisfy any mortgage, judgment or other monetary lien. If such cure is not completed within said fifteen (15) day period, Buyer shall have the option to do any of the following:

5.3.1 Terminate this Agreement and receive a refund of the Earnest Money;

5.3.2 Cure the defect and deduct the cost of curing from the Purchase Price for such Development Parcel at Closing; or

5.3.4 Waive one or more of its objections and proceed to Closing for such Development Parcel.

Article 6. Conditions Precedent.

6.1 Conditions in Favor of Buyer. The obligations of Buyer under this Agreement are contingent upon each of the following:

6.1.1 During the Inspection Period, Buyer shall have determined that it is satisfied with the matters and conditions disclosed by the reports, investigations and tests received or performed by Buyer pursuant to Section 4.1, with its review and analysis of the Title Evidence and the Records, with its governmental approvals needed for its contemplated development, with the lease termination agreement(s) between Seller and any tenant(s) on the Property and with any other condition related to Buyer's contemplated development.

6.1.2 On the Closing Date of a Development Parcel, the Property shall be subdivided such that such Development Parcel has a separate legal description and is a separate tax parcel, subject only to conditions acceptable to Buyer in its sole and absolute discretion.

6.1.3 On the Closing Date of a Development Parcel, Title Company shall be irrevocably committed to issue to Buyer an owner's policy of title insurance pursuant to the Commitment with respect to such Development Parcel and any appurtenant easements designated by Buyer pursuant to Section 5.2 subject only to the Permitted Exceptions and otherwise in a form approved by Buyer pursuant to Sections 5.2 and 5.3.

6.1.4 On the Closing Date of a Development Parcel, each of the representations and warranties of Seller in Section 7.1 shall be true and correct as if the same were made on such Closing Date.

- 6.1.5 On the Closing Date of a Development Parcel, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement as and when required under this Agreement with respect to such Development Parcel.

If any conditions in this Section 6.1 have not been satisfied on or before the applicable date set forth in this Section 6.1 with respect to each condition, then Buyer may terminate this Agreement with respect to such Development Parcel by notice to Seller on or before the applicable date, subject, however, to Article 14, or revoke the Closing Notice for the applicable Development Parcel (which notice for such Development Parcel or a different Development Parcel may be delivered at a later time), if delivered, such that the rights and obligations of the parties revert back to those that existed before the delivery of the Closing Notice. To the extent that any of the conditions in this Section 6.1 require the satisfaction of Buyer, such satisfaction shall be determined by Buyer in its sole and absolute discretion. The conditions in this Section 6.1 are specifically stated and for the sole benefit of Buyer. Buyer in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Seller. Seller shall not take or authorize, directly or indirectly, any action that modifies or changes the circumstances upon which the conditions set forth in this Section 6.1 were deemed satisfied or waived by Buyer without Buyer's consent.

- 6.2 Conditions in Favor of Seller. The obligations of Seller under this Agreement are contingent upon each of the following:

- 6.2.1 On the Closing Date with respect to a Development Parcel, each of the representations and warranties of Buyer in Section 7.2 shall be true and correct as if the same were made on such Closing Date.
- 6.2.2 On the Closing Date with respect to a Development Parcel, Buyer shall have performed all of the obligations required to be performed by Buyer under this Agreement as and when required under this Agreement with respect to such Development Parcel.

If any of the conditions in this Section 6.2 have not been satisfied on or before the applicable date set forth in this Section 6.2 with respect to each condition, then Seller may terminate this Agreement by notice to Buyer on or before the applicable date, subject however to Article 14. The conditions in this Section 6.2 are specifically stated and for the sole benefit of Seller. Seller in its discretion may unilaterally waive any one or more of the conditions, or any part thereof, by notice to Buyer.

- 6.3 Cooperation. The parties shall cooperate with each other to all reasonable extents in the parties' attempts to satisfy the conditions set forth in Sections 6.1 and 6.2, respectively, including executing such documents as may be reasonably requested by the other in connection therewith (such as environmental worksheets and other documents as may be reasonably requested by the other in connection therewith). Additionally, Seller shall, at the request of Buyer, cooperate and work together with Buyer (including, without limitation, joining in the execution of the materials described in clause (a) below) in connection with: (a) applications, agreements, amendments, approvals and annexation agreements relating to, among other things, zoning, site plan, planned development, subdivision, protective covenants, TIF financing, utility and other development matters to permit the development of the Property (or portion thereof) in accordance with Buyer's proposed development plans, and (b) any requirements of local, state or federal governments, or any agency thereof, any public utility, or the proposed development relating to the proposed development of the Property (or portion thereof), including but not limited to granting reasonably-sized utility, water, sanitary sewer, storm sewer, roadway, drainage, access and other easements in favor of Buyer in form and substance reasonably acceptable to Seller and Buyer. Seller agrees to timely and properly perform and pay all requirements of the covenants, duties and obligations of the owner or developer as are set forth in any development, annexation or other applicable agreement made by and between Seller or any of its predecessors in interest (as developer or owner, as the case may be) and the City of Council Bluffs or Pottawattamie County, Iowa, or other applicable authority or otherwise affecting the Property. Seller agrees to indemnify, defend and hold harmless Buyer and the Property from any and all claims, costs, losses,

damages or expenses (including but not limited to reasonable attorneys' fees) arising out of or alleged to have arisen out of Seller's failure to perform any of said obligations, covenants or duties. The provisions of this Section 6.3 shall survive the Closing of each Development Parcel. Notwithstanding the foregoing, any action by Seller under this Section 6.3 shall be subject to any administrative and legislative approval processes applicable to Seller and to such action.

Article 7. Representations and Warranties.

7.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as of the date of this Agreement as follows:

- 7.1.1 Seller has not entered into any contracts for the sale of or option to purchase any of the Property other than this Agreement. Seller has received no notice of and has no knowledge of any rights of first refusal or first offer, options to purchase any of the Property or any other rights or agreements which may delay or prevent this transaction.
- 7.1.2 There has been no labor or materials of any kind furnished to or for the benefit of the Property for which payment in full has not been made.
- 7.1.3 No person or entity is entitled to possession of any of the Property, other than Seller and Seller's tenants under the Leases identified on Exhibit C attached hereto (the "**Leases**"). The Leases are in full force and effect and neither Seller nor the tenants under their respective Leases are or have been in default under the terms of their respective Leases. Except for amendments and renewals identified on Exhibit C attached hereto, there are no amendments or other agreements affecting the Leases. The Farm Lease shall terminate no later than March 1, 2020, and the tenant under the Farm Lease shall not have possession of the Property after March 1, 2020. The Airplane Club Lease and the Billboard Lease shall terminate no later than the Closing Date for the Development Parcel that is affected by such Lease, and the tenants under such Leases shall not have possession of the Property after such Closing Date. At Buyer's direction to do so, Seller will terminate any or all of the Leases before the Closing Date.
- 7.1.4 The Property has not been classified under any designation under applicable law to obtain a special low ad valorem tax rate or receive either an abatement or deferment of ad valorem taxes which, in such case, will result in any "green acres", catch-up or other deferred ad valorem taxes in order to recover the amounts previously abated or deferred.
- 7.1.5 Seller has received no notice of and has no knowledge of any pending or proposed special assessments affecting the Property or any proposed or pending public improvements which may give rise to any special assessments affecting the Property.
- 7.1.6 Seller has received no notice of and has no knowledge of any pending or threatened condemnation or transfer in lieu thereof affecting any of the Property, nor has Seller agreed or committed to dedicate any of the Property.
- 7.1.7 Seller has received no notice of and has no knowledge of any pending or threatened action which would impair access to and from all adjoining streets, roads and highways.
- 7.1.8 Seller has received no notice and has no knowledge of any actual or threatened curtailment, cancellation or suspension of any utility (including telephone and communications, electricity, gas, sanitary sewer, storm sewer and water (fire and domestic)).
- 7.1.9 Seller has received no notice of and has no knowledge that any of the Property or its use or uses are in violation of applicable law or any applicable private restriction applicable to the Property.

- 7.1.10 Seller has received no notice of and has no knowledge of any action, litigation, investigation or proceeding of any kind pending or threatened against Seller or any of the Property, and Seller knows of no facts which could give rise to any such action, litigation, investigation or proceeding.
- 7.1.11 Seller has not generated, manufactured, buried, spilled, leaked, discharged, emitted, stored, disposed of, used or released any Hazardous Materials about the Property, and has permitted no other party to do any of the same. Seller at all times has operated its business at the Property in compliance with Hazardous Material Laws and has kept in full force and effect all licenses, permits, and other authorizations required pursuant to any Hazardous Material Law for the lawful and efficient operation of Seller's business at the Property. Seller has received no notice of and has no knowledge (a) that any Hazardous Material are or have ever been generated, manufactured, buried, spilled, leaked, discharged, emitted, stored, disposed of, used or released about the Property, or (b) of any, requests, notices, investigations, demands, administrative proceedings, hearings, litigation or other action proposed, threatened or pending relating to any of the Property and alleging non-compliance with or liability under any Hazardous Material Law, or (c) that any above-ground or underground storage tanks or other containment facilities of any kind containing any Hazardous Materials are or have ever been located about the Property.
- 7.1.12 There are no leases or possessory rights in favor of any party, service or maintenance contracts, equipment leases or other contracts regarding any of the Property, except for the Leases which shall terminate by the dates prescribed in Section 7.1.3.
- 7.1.13 Seller has delivered or, within the time frame provided in Section 4.4, shall deliver to Buyer true, correct and complete copies of the Records in Seller's custody and control. Seller does not warrant and shall not be responsible for the accuracy or completeness of any Record not prepared by Seller or an affiliate of Seller or their conclusions or recommendations unless Seller or any affiliate has knowledge that the same are inaccurate, incomplete or misleading in any material respect.
- 7.1.14 Seller has the full power, capacity and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto do not and will not conflict with or result in any judgment, order or decree of any court or arbiter to which Seller is a party, or any agreement to which Seller and/or any of the Property is bound or subject.
- 7.1.15 Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.
- 7.1.16 Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.
- 7.1.17 The Property is subject to certain levee maintenance fees arising from certain documents identified on **Exhibit D** attached hereto. There are no other agreements related to levee maintenance that affect the Property. The share of such fees allocated to the Property shall not exceed 13.1819%, and the share of such fees allocated to a Development Parcel shall be its proportionate share of the Property by acreage. Seller shall provide such evidence or documentation, including any recordable documents, reasonably acceptable to Buyer to confirm such allocation.

The foregoing representations and warranties are express representations and warranties which Buyer shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Buyer. Consummation of this Agreement by Buyer with knowledge of any such breach shall not constitute a waiver or release by Buyer of any claims arising out of or in connection with such breach. The foregoing representations and warranties (including as remade pursuant to Section 10.2.4) shall survive the Closings or the earlier termination of this Agreement.

7.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as of the date of this Agreement as follows:

7.2.1 Buyer has been duly formed and is in good standing under the laws of the State of Delaware and has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto. This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto have each been duly authorized by all necessary corporate action on the part of Buyer and that such execution, delivery and performance does and will not conflict with or result in a violation of Buyer's bylaws or any judgment, order or decree of any court or arbiter to which Buyer is a party, or any agreement to which Buyer and/or any of the Property is bound or subject.

7.2.2 Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

The foregoing representations and warranties are express representations and warranties which Seller shall be entitled to rely on regardless of any investigation or inquiry made by, or any knowledge of, Seller. Consummation of this Agreement by Seller with knowledge of any such breach shall not constitute a waiver or release by Buyer of any claims arising out of or in connection with such breach. The foregoing representations and warranties shall survive the Closings or the earlier termination of this Agreement.

Article 8. Condition of Property at Closing. Seller shall deliver the applicable Development Parcel to Buyer at the Closing for such Development Parcel in a condition consistent with the representation and warranties in Section 7.1, and in any event in the same or better condition than which it existed on the date Buyer delivers its Closing Notice for the applicable Development Parcel.

Article 9. Operation Pending Closing. During the Executory Period, Seller shall (a) not lease, convey or otherwise transfer any of the Property, except for the Leases, (b) not execute any contracts, leases, amendments to the Leases or other agreements regarding any of the Property that are not terminable on thirty (30) days' advance notice, (c) not undertake any improvements or alterations of the Property without the consent of Buyer, and (d) promptly deliver to Buyer a copy of any notice, consent, waiver, request or other communication Seller receives from any public or private entity with respect to any of the Property. Upon receipt of Buyer's direction to terminate one or more of the Leases, Seller shall terminate such Leases such that they are terminated at or before the Closing. Seller shall be responsible for all costs related to the termination of the Leases.

Article 10. Closing.

10.1 Closing Date. The Closing for a Development Parcel shall occur on the date identified in a written notice ("**Closing Notice**") delivered by Buyer to Seller and Title Company at least three (3) business days in advance of the desired closing date, which date shall be a commonly-accepted business day (the "**Closing**

Date”). Each such Closing Notice shall also specify (a) the applicable Development Parcel to be purchased, and (b) the Purchase Price for such Development Parcel. Such Closing shall take place at the offices of Title Company or at such other place, date and time as Seller and Buyer may agree.

10.2 **Seller’s Closing Documents.** At each Closing, Seller shall execute, acknowledge (where appropriate), and deliver to Buyer the following, each dated as of the Closing Date and in form and substance reasonably satisfactory to Buyer:

10.2.1 A general warranty deed conveying to Buyer the applicable Development Parcel, subject only to Permitted Exceptions.

10.2.2 An Iowa declaration of value statement in a form required by the Iowa Department of Revenue.

10.2.3 An Iowa groundwater hazard statement in a form required by the Iowa Department of Natural Resources.

10.2.4 A certificate certifying that the representations and warranties contained in Section 7.1 of this Agreement with respect to the applicable Development Parcel are true and correct as of the Closing Date.

10.2.5 An affidavit of Seller regarding liens, judgments, residence, tax liens, bankruptcies, parties in possession, survey and mechanics’ or materialmens’ liens and other matters affecting title to the applicable Development Parcel and/or as may be reasonably required by Title Company to delete the so-called “standard exceptions” from the title insurance policy described in Section 6.1.3.

10.2.6 A transferor’s certification stating that Seller is not a “foreign person”, “foreign partnership”, “foreign trust” or “foreign estate” as those terms are defined in Section 1445 of the Internal Revenue Code, and containing such additional information as may be required thereunder.

10.2.7 Any appropriate required Federal Income Tax reporting form.

10.2.8 All documents and instruments which (a) Buyer or Title Company may reasonably determine are necessary to transfer the applicable Development Parcel to Buyer subject only to the Permitted Exceptions, (b) Buyer or Title Company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant to this Agreement with respect to such Development Parcel, (c) Title Company may require as a condition to issuing the title insurance policy described in Section 6.1.3 with respect to such Development Parcel, or (d) may be required of Seller under applicable law, including any revenue or tax certificates or statements, or any affidavits, certifications or statements relating to the environmental condition of any of such Development Parcel, the presence (or absence) of wells about such Development Parcel, the presence (or absence) of storage tanks about such Development Parcel, or the extent of compliance of any of such Development Parcel with applicable law.

10.2.9 A settlement statement with respect to such Development Parcel consistent with this Agreement.

10.3 **Seller’s Additional Closing Deliveries.** At Closing, Seller shall cause to be delivered to Buyer all originals of the Records with respect to the applicable Development Parcel in Seller’s custody and control, to the extent not previously delivered to Buyer pursuant to Section 4.2.

10.4 **Buyer’s Closing Deliveries.** At Closing, Buyer shall cause to be delivered to Seller:

- 10.4.1 The portion of the Purchase Price with respect to the applicable Development Parcel payable pursuant to Sections 3.2 as adjusted pursuant to Section 10.6 in cash or by wire transfer of immediately available funds. The Earnest Money with respect to such Development Parcel shall be applied to and credited against the Purchase Price for such Development Parcel and shall be disbursed to Seller by Title Company at the Closing for such Development Parcel.
- 10.4.2 All documents and instruments, each executed and acknowledged (where appropriate) by Buyer, which (a) Seller or Title Company may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement with respect to the applicable Development Parcel, or (b) may be required of Buyer under applicable law, including any purchaser's affidavits or revenue or tax certificates or statements.
- 10.4.3 A settlement statement with respect to the applicable Development Parcel consistent with this Agreement executed by Buyer.
- 10.5 Closing Escrow. Buyer and/or Seller at their option may deposit the respective Closing deliveries described in Sections 10.2, 10.3 and 10.4 with Title Company with appropriate instructions for recording and disbursement consistent with this Agreement.
- 10.6 Closing Adjustments. The following adjustments shall be made at Closing:
- 10.6.1 Seller shall be responsible for and pay the real estate taxes for fiscal years prior to the year of Closing with respect to the applicable Development Parcel. Real estate taxes for fiscal year of Closing with respect to such Development Parcel shall be prorated between Seller and Buyer based on the Closing Date. If the Closing shall occur before the tax rate or assessed value for such fiscal period is determined, the apportionment of taxes shall be upon the basis of the last known taxes payable, but if such taxes are based upon a partial or different assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current tax levy's assessed value, legislative tax rollbacks and real estate tax exemption that will be applicable as shown on the Pottawattamie County Assessor's records on the Closing Date with respect to the applicable Development Parcel. Seller shall pay in full all "green acres", catch-up or other deferred taxes applicable to any of such Development Parcel as of the Closing Date with respect to such Development Parcel.
- 10.6.2 Rents, sewer, water, utilities and similar costs and expenses applicable to the applicable Development Parcel due and payable in the year of Closing shall be prorated between Seller and Buyer on a daily basis as of the Closing Date based upon a calendar fiscal year, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable subsequent thereto.
- 10.6.3 Seller shall pay in full all special assessments (and charges in the nature of or in lieu of such assessments) levied, pending or constituting a lien with respect to the applicable Development Parcel as of the Closing Date for such Development Parcel.
- 10.6.4 Seller shall pay all transfer tax, if any, regarding the deed for the applicable Development Parcel to be delivered by Seller to Buyer.
- 10.6.5 Seller shall pay the cost of recording all documents for the applicable Development Parcel other than the deed to be delivered by Seller to Buyer, necessary to place record title to such Development Parcel in Seller in the condition required pursuant to Sections 5.2 and 6.1.3. Buyer will pay the cost of recording all other documents for the applicable Development Parcel other than the deed to be delivered by Seller to Buyer.

- 10.6.6 Seller will pay all service charges for and costs to update the Abstract and all fees charged by Title Company for any escrow regarding Buyer's objections to title pursuant to Sections 5.2 and 5.3. Buyer shall pay all costs to prepare the Commitment (other than the cost to update the Abstract), Survey and UCC Searches and all premiums required for the owner's title insurance policy described in Section 6.1.3 with respect to the applicable Development Parcel and for any mortgagee's title insurance policy regarding any mortgage with respect to the applicable Development Parcel given by Buyer in connection with this transaction.
- 10.6.7 Seller and Buyer shall each pay one half (1/2) of any Closing fee payable to Title Company with respect to this transaction.
- 10.6.8 Except as provided in Article 14, Seller and Buyer shall each pay its own attorneys' fees incurred in connection with this transaction.
- 10.6.9 All other adjustments with respect to the applicable Development Parcel shall be made in accordance with the custom and practice of the local market in which the Property is located.

If any of the amounts allocated under this Section 10.6 cannot be calculated with complete precision at Closing because the amount or amounts of one or more items included in such calculation are not then known, then such calculation shall be made on the basis of the reasonable estimates of Seller and Buyer, subject to prompt adjustment (by additional payment or refund, as necessary) when the amount of any such item or items become known. Except as otherwise specifically provided in this Agreement, all apportionments under this Section 10.6 shall be made final at Closing with respect to the applicable Development Parcel and there shall be no post-Closing adjustments or other allocations.

- 10.7 Possession. Seller shall deliver exclusive legal and actual possession of the applicable Development Parcel to Buyer on the Closing Date for such Development Parcel subject only to the Permitted Exceptions.

Article 11. Indemnities.

- 11.1 Seller's Indemnities. Seller hereby agrees to indemnify and hold Buyer harmless from and against all liabilities incurred by Buyer by reason of any of the following:
 - 11.1.1 The breach of any of the representations and warranties set forth in Section 7.1 (including as remade from time to time pursuant to Section 10.2.4) or any other provision of this Agreement or any instrument delivered pursuant hereto.
 - 11.1.2 The operation and condition of the applicable Development Parcel on or prior to such Development Parcel's Closing.
- 11.2 Buyer's Indemnities. Buyer hereby agrees to indemnify and hold Seller harmless from and against all liabilities incurred by Seller by reason of any of the following:
 - 11.2.1 The breach of any of the representations and warranties set forth in Section 7.2 or any other provision of this Agreement or any instrument delivered pursuant hereto.
 - 11.2.2 The operation of the applicable Development Parcel following such Development Parcel's Closing.
- 11.3 Survival. The terms of this Article 11 shall survive termination of this Agreement, provided however the indemnities related to Sections 11.1.1 and 11.2.1 shall survive the Closings or earlier termination of this Agreement.

Article 12. Condemnation. If prior to Closing eminent domain proceedings are commenced against any or all of the Property, Seller shall immediately give notice thereof to Buyer, and Buyer at its option (to be exercised within thirty (30) days after Seller's notice) may either (a) terminate this Agreement and receive a refund of the Earnest Money, or (b) proceed to Closing with respect to the applicable Development Parcel and receive at such Closing either a credit against the Purchase Price with respect to such Development Parcel in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. Prior to Closing with respect to an applicable Development Parcel, Seller shall not designate counsel, appear in, or otherwise act with respect to any eminent domain proceedings, or commence any repair or restoration resulting therefrom, without the consent of Buyer.

Article 13. Brokers. Buyer and Seller each hereby represent that, except for the Broker, there are no other brokers involved or that have a right to proceeds in this transaction. Seller shall pay one-quarter (1/4) of any commissions to the Broker and Buyer shall pay three-quarters (3/4) of any commissions to the Broker. The commission to the Broker shall not exceed four percent (4%) of the Purchase Price for a Development Parcel. Seller hereby agrees to indemnify and hold Buyer harmless from all loss, cost, liability, damage or expense (including reasonable attorneys' fees at both trial and appellate levels) incurred by Buyer as a result of any claim arising out of the acts of Seller (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with such party (except that Buyer shall have no obligations hereunder with respect to any claim by the Broker). The representations, warranties and indemnity obligations contained in this section shall survive the Closings or the earlier termination of this Agreement.

Article 14. Default. If either party shall default in any of their respective obligations under this Agreement, the other party, by notice to such defaulting party specifying the nature of the default and the date on which this Agreement shall terminate (which date shall be not less than thirty (30) days after the giving of such notice), may terminate this Agreement, and upon such date, unless the default so specified shall have been cured, this Agreement shall terminate. In the case of any default by Buyer, Seller's sole and exclusive remedy shall be termination of this Agreement as provided above and, upon any such termination, the Earnest Money shall be forfeited to Seller as agreed and final liquidated damages. In the case of any default by Seller, upon termination of this Agreement, the Earnest Money shall be returned to Buyer. Buyer also shall have the right to specifically enforce this Agreement or seek damages from Seller, provided that any action therefor is commenced within six (6) months after such right arises. In any action or proceeding to enforce this Agreement or any term hereof, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

Article 15. Termination; Confirmation. Except as expressly provided in this Agreement to the contrary, if this Agreement is terminated with respect to the Property pursuant to the terms hereof, the Earnest Money shall be returned to Buyer and upon such return the respective rights of Seller and Buyer arising out of this Agreement with respect to the Property shall immediately cease. In such event, Buyer agrees to execute, acknowledge, and deliver to Seller within ten (10) days after written request, a termination of this Agreement with respect to the Property in recordable form in order to remove the cloud of this Agreement from the Property, but failure to give such termination shall not affect the termination of this Agreement with respect to the Property.

Article 16. Assignability. Buyer may assign its rights under this Agreement with respect to the Property or an applicable Development Parcel without the consent of Seller and without affecting its rights under this Agreement with respect to any other portion of the Property or Development Parcels, provided that Buyer assigns to an affiliate of Buyer or to a third party with which Buyer or an affiliate of Buyer has contracted to provide construction or development services. Buyer may assign its rights under this Agreement with respect to the Property or a Development Parcel to any other third party with the consent of Seller, which consent shall not be unreasonably withheld, without affecting its rights under this Agreement with respect to any other portion of the Property or Development Parcels.

Article 17. Confidentiality. Seller and Buyer agree to retain the confidentiality of the identity of the other and of the terms of this Agreement, and not to disclose the same to any third party other than their respective affiliates, consultants, lawyers, accountants, potential partners and investors and lenders, and to governmental authorities in

connection with Buyer's proposed development of the Property or Development Parcels other than to the extent required by applicable law. Notwithstanding the foregoing, this Agreement shall be subject to Chapter 22 of the Iowa Code.

Article 18. Notices. Any notice, consent, waiver, request or other communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered mail, return receipt requested, postage prepaid, or when dispatched by nationally recognized overnight delivery service, in any event, addressed to the party's address as follows:

If to Seller: City of Council Bluffs, Iowa
Attn: Hon. Matt Walsh, Mayor
209 Pearl Street
Council Bluffs, IA 51503

with copy to:

City of Council Bluffs, Iowa
Attn: Richard Wade, City Attorney
209 Pearl Street
Council Bluffs, IA 51503

If to Buyer: Opus Development Company, L.L.C.
Attn.: Jason Conway
10350 Bren Road West
Minnetonka, MN 55343

with copies to:

Opus Development Company, L.L.C.
Attn: Legal Department
10350 Bren Road West
Minnetonka, MN 55343

and

Faegre Baker Daniels LLP
Attn: Lica Tomizuka
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

or to such party at such other address as such party, by ten (10) days' prior written notice given as herein provided, shall designate. Any notice given in any other manner shall be effective only upon receipt by the addressee.

Article 19. Miscellaneous.

19.1 Entire Agreement; Modification. This Agreement embodies the entire agreement and understanding between Seller and Buyer, and supersedes any prior oral or written agreements, relating to this transaction. This Agreement may not be amended, modified or supplemented except in a writing executed by both Seller and Buyer. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

- 19.2 Survival; No Merger. The terms of this Agreement shall survive and be enforceable after every Closing and shall not be merged therein.
- 19.3 Governing Law. This Agreement shall be construed under and governed by the laws of the State of Iowa.
- 19.4 Severability. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.
- 19.5 Time of the Essence; Calculation of Time Periods; Expiration. Time is of the essence under this Agreement. In computing any period of time described in this Agreement, if the last day of the designated period is a Saturday, Sunday, or legal holiday, the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.
- 19.6 Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall not be interpreted in favor of or against either Seller or Buyer merely because of their respective efforts in preparing it.
- 19.7 Captions, Gender, Number and Language of Inclusion. The article and section headings in this Agreement are for convenience of reference only and shall not define, limit or prescribe the scope or intent of any term of this Agreement. As used in this Agreement, the singular shall include the plural and vice versa, and the following words and phrases shall have the following meanings: (i) “including” shall mean “including but not limited to”, (ii) “terms” shall mean “terms, provisions, duties, covenants, conditions, representations, warranties and indemnities”, (iii) “any of the Property” shall mean “the Property or any part thereof or interest therein or the applicable Development Parcel or any part thereof or interest therein” as the context may require, (iv) “rights” shall mean “rights, duties and obligations”, (v) “liabilities” shall mean “liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including reasonable attorneys’ fees”, (vi) “incurred by” shall mean “imposed upon or suffered or incurred or paid by or asserted against”, (vii) “applicable law” shall mean “all applicable Federal, state, county, municipal, local or other laws, statutes, codes, ordinances, rules and regulations”, (viii) “about the Property” shall mean “in, on, under or about the Property or the applicable Development Parcel” as the context may require, (ix) “operation” shall mean “use, non-use, possession, occupancy, condition, operation, maintenance or management”, and (x) “this transaction” shall mean “the purchases, sales and related transactions contemplated by this Agreement.”
- 19.8 Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of Seller and Buyer.
- 19.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format (“pdf”) and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures. At the request of either party, any electronic or facsimile document is to be re-executed in original form by the parties who executed the electronic or facsimile document.

[Signature Pages Follow]

**SIGNATURE PAGE
FOR
PURCHASE AGREEMENT**

Seller has caused this Agreement to be executed and delivered as of the date first above written.

SELLER:

SELLER

City of Council Bluffs, Iowa,
a municipal corporation

By: _____
Name: _____
Its: _____

**SIGNATURE PAGE
FOR
PURCHASE AGREEMENT**

Buyer has caused this Agreement to be executed and delivered as of the date first above written.

BUYER:

OPUS DEVELOPMENT COMPANY, L.L.C.

Date: _____

By: _____

Name: _____

Its: _____

JOINDER OF TITLE COMPANY

The undersigned hereby agrees to act as Title Company under the foregoing Purchase Agreement and to hold and disburse the Earnest Money in accordance with the terms thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

Date: _____

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Lot 1 in River Road Subdivision, an Official Plat in the City of Council Bluffs, Pottawattamie County, Iowa

EXHIBIT B

FORM OF MEMORANDUM

Prepared by and return to: Matt Hardin, Faegre Baker Daniels LLP, 801 Grand Ave., Fl. 33, Des Moines, IA 50309, 515-447-4730

MEMORANDUM OF PURCHASE RIGHT

THIS MEMORANDUM OF PURCHASE RIGHT (this “**Memorandum**”) is made as of _____, 2019, by and between the City of Council Bluffs, Iowa, a municipal corporation (“**Seller**”), and Opus Development Company, L.L.C., a Delaware limited liability company (“**Buyer**”).

RECITALS

A. Seller and Buyer are parties to that certain Purchase Agreement dated on or around the date hereof (the “**Agreement**”) regarding certain real property legally described on **Exhibit A** attached hereto (the “**Property**”).

B. Seller and Buyer desire to execute and record this memorandum to provide notice of the Agreement.

AGREEMENT

1. **Notice.** This Memorandum is executed and is to be recorded to give notice of the Agreement.

2. **Purchase Right.** Pursuant to the Agreement, Seller has granted to Buyer the exclusive right to purchase at one time or in multiple closings, not to exceed four (4) closings, all or portions of the Property upon the terms and conditions more particularly set forth therein.

3. **Termination.** Upon Seller’s request, Buyer shall execute and acknowledge a written termination of this Memorandum, in recordable form, upon expiration or earlier termination of the Agreement or consummation of the closing of the Property or last closing of the remaining Property.

4. **Single Instrument.** The Agreement contains other terms, conditions, provisions, covenants, representations and warranties, all of which are hereby incorporated in this Memorandum by reference as though fully set forth herein, and both the Agreement and this Memorandum shall be deemed to constitute a single instrument. A copy of the Agreement is maintained at the offices of Seller and Buyer. Nothing contained herein shall be construed to amend, modify, amplify, interpret or supersede any provision of the Agreement, which shall in all things control.

5. **Counterparts.** This Memorandum may be executed and delivered in counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

6. **Successors and Assigns.** This Memorandum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Pages Follow]

**SIGNATURE PAGE
TO**

SELLER

City of Council Bluffs, Iowa,
a municipal corporation

By: _____

Name: _____

Its: _____

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

The foregoing was acknowledged before me this ____ day of _____, 2019, by _____, the _____ of the City of Council Bluffs, Iowa, a municipal corporation.

Notary Public

**SIGNATURE PAGE
TO
MEMORANDUM OF PURCHASE RIGHT**

BUYER

Opus Development Company, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this ____ day of _____, 2019, by
_____, the _____ of Opus Development Company, L.L.C., a
Delaware limited liability company, on behalf of such company.

Notary Public

EXHIBIT A
TO
MEMORANDUM OF PURCHASE RIGHT
LEGAL DESCRIPTION

Lot 1 in River Road Subdivision, an Official Plat in the City of Council Bluffs, Pottawattamie County, Iowa

EXHIBIT C

LEASES

1. Sign Location Lease dated on or around September 26, 2019 (the “**Billboard Lease**”) between Seller and The Lamar Companies in the form approved by Buyer
2. Oral farm lease (the “**Farm Lease**”) between Seller and Robert Adkins, Jr.
3. Land Lease Contract dated June 1, 2014 (the “**Airplane Club Lease**”) between Richard P. Borman & Chas B. Everest Ptr dba DEB Limited Partnership and Twin Cities Eagle Squadron AMA Chapter #3680

EXHIBIT D

LEVEE MAINTENANCE DOCUMENTS

1. Levee Maintenance Agreement and Easement between Farmland Industries, Inc., Council Bluffs Industrial Foundation, Inc., Cargill, Inc., Warren Oil Company, Robert N. Schlott and Barbara Schlott, Thelma J. Schlott as devisee under will of Norman P. Schlott, Eugene R. Severs and Barbara J. Severs, and the City of Council Bluffs, Iowa, dated December 7, 1982 and recorded December 19, 1982 in Book 84, Page 11239 in the records of the Pottawattamie County, Iowa, Recorder.
2. 1982 Levee Maintenance Agreement Updated 2011 Assessment dated February 24, 2012

RESOLUTION NO. 19-220

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT FOR THE SALE OF LOT 1 OF THE RIVER ROAD SUBDIVISION.

WHEREAS, the City intends to authorize the sale of Lot 1 of the River Road Subdivision to Opus Development Company, L.L.C., a Delaware limited liability company; and

WHEREAS, the City will dispose of its interest by executing a purchase agreement with Opus Development Company, L.L.C.; and

WHEREAS, it is in the best interest of the City of Council Bluffs to execute the purchase agreement.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the Mayor of Council Bluffs is hereby authorized to execute the Purchase Agreement with Opus Development Company, L.L.C.

ADOPTED
AND
APPROVED

September 23, 2019.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Community

Development

Case/Project No.: SUB-19-009

Submitted by: Moises Monrroy,

Planner

Resolution 19-221

ITEM 4.C.

Council Action: 9/23/2019

Description

Resolution granting final plat approval of a one-lot residential subdivision to be known as McKenzie Estate, legally described as being a replat of Lots 8 through 10, Block 2 and Lots 3 through 8, Block 3, all in Oak Grove Addition and the vacated Lindberg Drive adjoining said Blocks 2 and 3. Location: East of Madison Avenue and southwest of Grove Street. SUB-19-009

Background/Discussion

See attachments.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
SUB-19-009 Staff Report	Other	9/13/2019
SUB-19-009 Attachment A	Map	9/13/2019
SUB-19-009 Attachment B	Other	9/13/2019
SUB-19-009 Attachment C	Other	9/13/2019
Resolution 19-221	Resolution	9/17/2019

City Council Communication

<p>Department: Community Development</p> <p>Case #SUB-19-009</p> <p>Applicant/Owner: Joseph R. McKenzie, Jr. 5061 South 135th Street #5308 Omaha, NE 68137</p> <p>Engineer/Surveyor: Michael J. Smith Thompson, Dreessen & Dorner, Inc. 10836 Old Mill Road Omaha, NE 68154</p>	<p>Resolution No. _____</p>	<p>City Council: 9/23/19</p>
--	-----------------------------	------------------------------

Subject/Title

Request: Final plat approval of a one-lot residential subdivision to be known as McKenzie Estate, legally described as being a replat of Lots 8 through 10, Block 2 and Lots 3 through 8, Block 3, all in Oak Grove Addition and the vacated Lindberg Drive adjoining said Blocks 2 and 3, City of Council Bluffs, Pottawattamie County, Iowa.

Location: East of Madison Avenue and southwest of Grove Street.

Background/Discussion

The Community Development Department has received a request from Joseph R. McKenzie, Jr. for final plat approval of a one-lot residential subdivision to be known as McKenzie Estate. The proposed subdivision consists of 2.09 acres, more or less, of land, and is located east of Madison Avenue and southwest of Grove Street. The proposed subdivision includes three formerly city-owned properties purchased by the applicant (see Resolutions No. 19-156, No. 19-157 and No. 19-158) and former right-of-way of Lindberg Drive adjoining, which was vacated through Resolution No. 19-155 on June 24, 2019. As a condition to the disposal of the city-owned properties, the applicant is required to execute a final plat to combine the three parcels and the section of vacated Lindberg Drive into one lot of record. The purpose of this request is to allow the applicant to construct a detached single-family dwelling on proposed Lot 1, McKenzie Estate.

Comments

1. The proposed subdivision is consistent with the purpose and intent of the Council Bluffs Municipal Zoning and Subdivision Ordinances.
2. Proposed Lot 1 is 2.09 acres in size (91,163 square feet), which exceeds the minimum R-1/Single-Family Residential District lot size requirements, and is considered developable.
3. The detached single-family dwelling and any other structures proposed to be built/erected shall comply with the site development regulations of the R-1 District.
4. For zoning purposes, the property lines which bound proposed Lot 1 shall be classified as follows:
 - a. Front lot line – property line which abuts Lindberg Drive;
 - b. Street side lot lines – property lines lying adjacent to Madison Avenue and Grove Street; and
 - c. Interior side lot lines – all other property lines.
5. Proposed Lot 1 will have direct access to Madison Avenue. The applicant proposes to use the existing driveway at the intersection of Madison Avenue and former right-of-way Lindberg Drive to access the property.
6. A permanent 30-foot wide utility easement is maintained over the existing sanitary sewer line that runs in the former right-of-way of Lindberg Drive.

7. Proposed Lot 1 will be serviced with existing utilities in Madison Avenue and former right-of-way Lindberg Drive (e.g., sewers, water, electricity, etc.).
8. All electric, cable and communication facilities shall be installed underground. All costs to construct, remove and/or relocate any utilities for the proposed subdivision shall be the responsibility of the applicant and not the City.
9. No new right-of-ways are proposed to be dedicated to the City because of this subdivision. A public sidewalk shall be installed along Madison Avenue prior to issuance of the Certificate of Occupancy for the proposed detached single-family dwelling, at no cost to the City.
10. The Permits and Inspections Division stated they have no comments on the request.
11. The Public Works Department stated the standard dedication of public easements along the lot lines is not noted in the final plat.
12. The Fire Department stated they have no comments on the request.
13. Council Bluffs Water Works stated the new combined parcel will have water access from Madison Avenue.
14. Cox Communications stated they have no issues with the request.
15. Black Hills Energy stated they have no concerns with the request.
16. MidAmerican Energy Company stated they have no objections to the request. They also noted that the applicant or their agent must contact MidAmerican Energy to identify any costs associated with the extension of electric facilities to service the property.
17. The plat does not indicate if any private restrictions and/or covenants will be established for the subdivision. The plat shall be updated to state if any private restrictions and/or covenants will be recorded. A copy of said private restrictions and/or covenants shall be provided to the City. If none are proposed, a note shall be stated on the final plat indicating none will be recorded.

The following technical corrections shall be made to the final plat prior to being executed by the City:

1. The standard dedication of public easements shall appear on the plat as provided here:

A perpetual easement is reserved for storm drainage and the installation and maintenance of utilities 5 feet wide along each side of interior lot lines and 10 feet in width along all front and rear lot lines:

ERECTION OF STRUCTURES PROHIBITED: Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the City Engineer, provided however grantor shall have the right to place and maintain a surfaced roadway over and within the Easement Area.

CHANGE OF GRADE PROHIBITED: Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

RIGHT OF ACCESS: City shall have the right of access to the Easement Area and have all right of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.

REMOVAL AND REPLACEMENT: The cost of removal and replacement of any unauthorized improvement or structures within the Easement Area, necessitated by the exercise of the rights under this easement, shall be borne by the Grantor or their successors or assigns.

SURFACE RESTORATION: City's liability to restore the surface within the Easement Area shall be limited only to grading and seeding, and replacement of grantors surfaced roadway.

DUTY TO REPAIR: City agrees that any drain tile, drive or access way, fence, or yard or other improvements outside of the Easement Area which may be damaged as a result of any entry made through an exercise of the City's right of access shall be repaired at no expense to Grantor.

EASEMENT RUNS WITH LAND: This easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

2. Remove the following repetitive language from the metes and bounds description: "The North ½ of said vacated Lindberg Drive abutting the right-of-way of Grove Street; The North ½ of said vacated Lindberg Drive lying adjacent to Lot 10, Block 2, said Oak Grove Addition."
3. Place a note on the plat referencing Resolution No. 19-155 for the vacation and disposal of Lindberg Drive right-of-way.
4. Bold "Lot 1" label on the plat map exhibit.

Recommendation

The Community Development Department recommends final approval of a one-lot residential subdivision to be known as McKenzie Estate, being a replat of Lots 8 through 10, Block 2 and Lots 3 through 8, Block 3, all in Oak Grove Addition and the vacated Lindberg Drive adjoining said Blocks 2 and 3, City of Council Bluffs, Pottawattamie County, Iowa, subject to the following conditions:

- a. The final plat shall be recorded within 90 days of City Council approval or the plat shall become null and void unless an extension of has been requested and granted by the Community Development Department Director; and
- b. All comments and technical corrections discussed in the staff report shall be incorporated in the final plat prior to being executed by the City;
- c. The final plat shall conform to all City standards and specifications, the zoning and subdivision ordinances and the Department of Public Works Standards for Public Improvements; and
- d. All utilities shall be installed underground. Any cost to remove and/or relocate any utilities shall be the sole expense of the applicant and not the City; and
- e. A sidewalk shall be installed along Madison Avenue prior to issuance of the Certificate of Occupancy for the proposed detached single-family dwelling, at no cost to the City.
- f. The applicant shall provide a copy of any proposed covenants and/or private restrictions associated with the subdivision to the City, or place a note on the final plat indicating none will be recorded.

Attachments


Attachment A: Location and Zoning Map
Attachment B: McKenzie Estate Final Plat
Attachment C: Elevation Map

Engineer/Surveyor: Michael J. Smith, TD2 Engineering & Surveying, 10836 Old Mill Road, Omaha, NE 68154

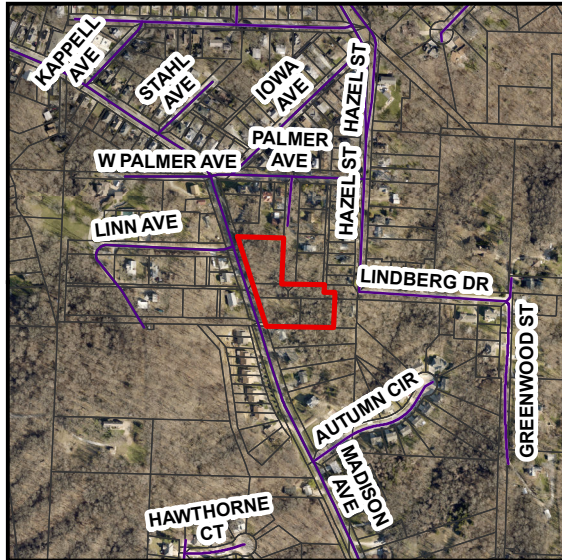
Prepared by: Moises Monrroy, Planner, Community Development Department

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION CASES #SUB-19-009 LOCATION/ZONING MAP

Legend

 Subject Property (Lot 1, McKenzie Estate)

0 40 80
1 Inch = 83 Feet

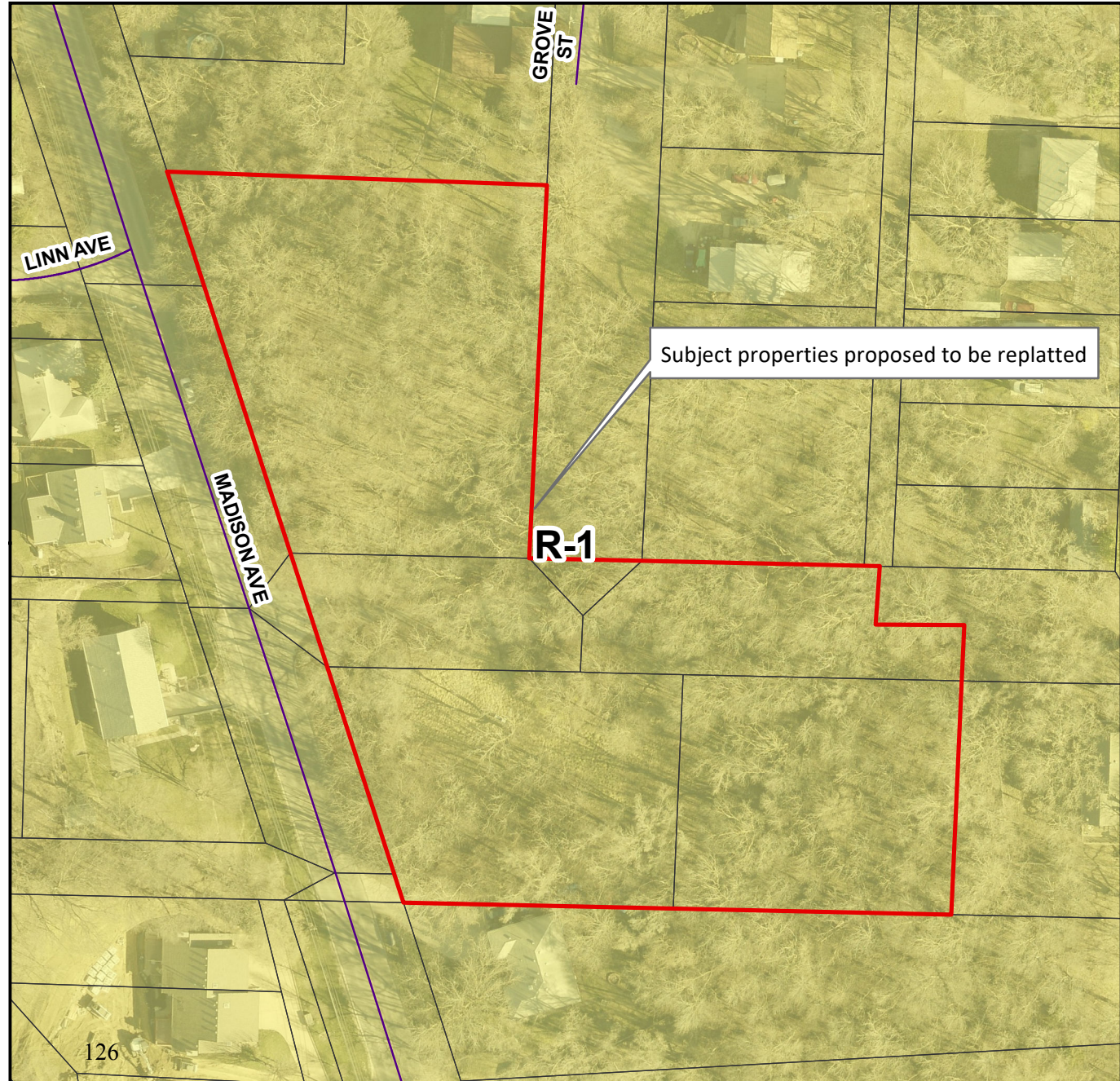


Last Amended: 8/23/19



Council Bluffs Community
Development Department
209 Pearl Street
Council Bluffs, IA 51503
Telephone: (712) 328.4629

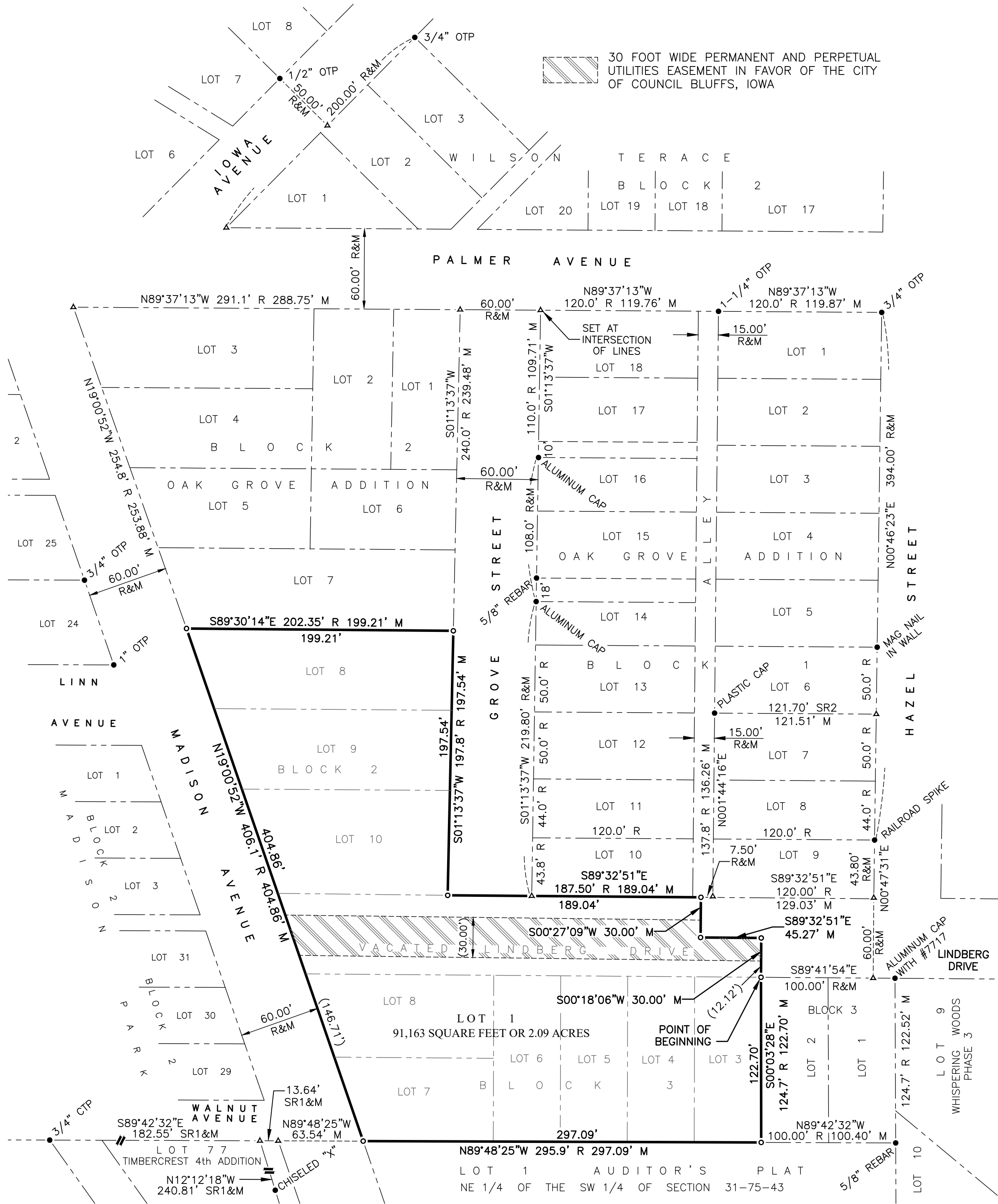
DISCLAIMER
This map is prepared and compiled from City documents, plans and other public records data. Users of this map are hereby notified that the City expressly denies any and all responsibilities for errors, if any, in the information contained on this map; the misuse of the same by the user or anyone else. The user should verify the accuracy of information/data contained on this map before using it. The City assumes no legal responsibility for the information contained on this map.



MCKENZIE ESTATE

LOT 1

BEING A REPLATTING OF LOTS 8, 9 AND 10, BLOCK 2 AND LOTS 3, 4, 5, 6, 7 AND 8, BLOCK 3, OAK GROVE ADDITION A SUBDIVISION IN POTTAWATTAMIE COUNTY IOWA, TOGETHER WITH VACATED LINDBERG DRIVE ADJOINING SAID BLOCKS 2 AND 3, LOCATED IN THE SE 1/4 OF THE NW 1/4 OF SECTION 31, T75N R43W OF THE 5th P.M, SAID POTTAWATTAMIE COUNTY.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOUNDARY SURVEY WAS MADE UNDER MY DIRECT SUPERVISION FOR THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY OF SAID SUBDIVISION TO BE KNOWN AS MCKENZIE ESTATE, LOT 1, BEING A REPLATTING OF LOTS 8 THROUGH 10, BLOCK 2 AND LOTS 3 THROUGH 8, BLOCK 3, OAK GROVE ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, TOGETHER WITH A PART OF VACATED LINDBERG DRIVE DESCRIBED AS THE NORTH 1/2 LYING ADJACENT TO LOT 10, BLOCK 2, SAID OAK GROVE ADDITION, GROVE STREET RIGHT-OF-WAY AND LOT 10, BLOCK 1, SAID OAK GROVE ADDITION AND THE WEST 1/2 OF THE ABUTTING ALLEY THEREOF; THE NORTH 1/2 OF SAID VACATED LINDBERG DRIVE ABUTTING THE RIGHT-OF-WAY OF GROVE STREET; THE NORTH 1/2 OF SAID VACATED LINDBERG DRIVE LYING ADJACENT TO LOT 10, BLOCK 2, SAID OAK GROVE ADDITION; TOGETHER WITH THE SOUTH 1/2 OF SAID VACATED LINDBERG DRIVE LYING ADJACENT TO LOTS 3 THROUGH 6 AND 8, BLOCK 3, SAID OAK GROVE ADDITION ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 3; THENCE S00° 03' 28"E 122.71 FEET ON THE EAST LINE OF SAID LOT 3 TO THE SOUTHEAST CORNER THEREOF; THENCE N89° 48' 25"W 297.09 FEET ON THE SOUTH LINE OF SAID OAK GROVE ADDITION TO THE SOUTHWEST CORNER OF SAID LOT 7, BLOCK 3 THEREOF;

THENCE N19° 00' 52"W 404.86 FEET ON THE WEST LINE OF OAK GROVE ADDITION AND THE EAST LINE OF MADISON AVENUE TO THE NORTHWEST CORNER OF SAID LOT 8, BLOCK 2 THEREOF; THENCE S89° 30' 14"E 199.21 FEET ON THE NORTH LINE OF SAID LOT 8 TO THE NORTHEAST CORNER THEREOF, ALSO KNOW AS THE WEST LINE OF GROVE STREET; THENCE S01° 13' 37"W 197.54 FEET ON THE WEST LINE OF SAID GROVE STREET TO THE SOUTHEAST CORNER OF SAID LOT 10, BLOCK 2 THEREOF, AND THE NORTH LINE OF SAID VACATED LINDBERG DRIVE; THENCE S89° 32' 51"E 189.04 FEET ON THE NORTH LINE OF SAID VACATED LINDBERG DRIVE TO THE CENTERLINE OF AN ALLEY; SAID POINT BEING 7.50 FEET EAST OF THE SOUTHEAST CORNER OF SAID LOT 10, BLOCK 1; THENCE S00° 27' 09"W 30.00 FEET TO THE CENTERLINE OF SAID VACATED LINDBERG DRIVE; THENCE S89° 32' 51"E 45.27 FEET ON THE CENTERLINE OF SAID VACATED LINDBERG DRIVE; THENCE S00° 18' 06"W 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 3, BLOCK 3 AND THE POINT OF BEGINNING.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT I, JOSEPH R. MCKENZIE, JR., BEING THE OWNER, OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A LOT TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS MCKENZIE ESTATE, AND I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT.

JOSEPH R. MCKENZIE, JR

ACKNOWLEDGEMENT OF NOTARY

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019 BY JOSEPH R. MCKENZIE, JR.

NOTARY PUBLIC

APPROVAL OF COUNCIL BLUFFS CITY COUNCIL

THIS FINAL PLAT OF MCKENZIE ESTATE WAS APPROVED BY THE COUNCIL BLUFFS IOWA CITY COUNCIL ON THIS _____ DAY OF _____, 2019.

ATTEST:

MATTHEW J. WALSH, MAYOR

JODI QUAKENBUSH, CITY CLERK

APPROVAL OF COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT

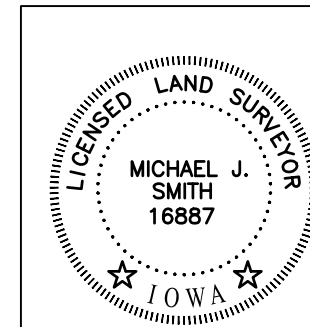
THIS FINAL PLAT OF MCKENZIE ESTATE WAS APPROVED BY THE COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT ON THIS _____ DAY OF _____, 2019.

BRANDON GARRETT, DIRECTOR

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE, THIS _____ DAY OF _____, 2019.

LEA VOSS, POTTAWATTAMIE COUNTY TREASURER



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL J. SMITH

DATE:

REGISTRATION NUMBER: 16887

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

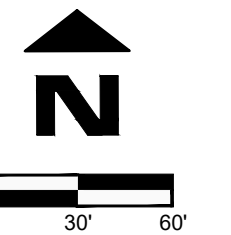
LEGEND

- CORNERS FOUND
- △ TEMPORARY POINT
- CORNERS SET (5/8" x 24" REBAR WITH CAP #16887)
- R RECORDED DISTANCE
- M MEASURED DISTANCE
- SR1 DIMENSION SHOWN ON A SURVEY MADE BY CARL ROGERS, JR, IOWA LLS 7717 DATED JANUARY 13, 2014
- SR2 DIMENSION SHOWN ON A SURVEY MADE BY JAMES TERRY, IOWA LLS 11702 DATED JUNE 12, 2001



thompson, dreesen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5866
td2co.com

MCKENZIE ESTATE
LOT 1



Revision Dates

No.	Description	MM-DD-YY
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--	--	--
--	--	--

Job No.: A1436-19-2A

Drawn By: RJR

Reviewed By: MJS

Date: AUGUST 14, 2019

Book: 19/08

Pages: 51-54

Sheet Title

CITY OF
COUNCIL BLUFFS
MINOR PLAT

Sheet Number

SHEET 1 OF 1

MCKENZIE ESTATE

LOT 1

SUBDIVIDER

JOSEPH R. MCKENZIE, JR
5061 SOUTH 139th STREET
SPRINGFIELD, NEBRASKA. 68137

ENGINEER

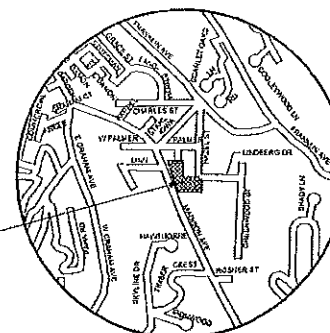
THOMPSON, DREESSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA NEBRASKA. 68154

LEGAL DESCRIPTION

LOTS 8, 9 AND 10, BLOCK 2 AND LOTS 3, 4, 5, 6, 7 AND 8, BLOCK 3, OAK GROVE ADDITION, A SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA, TOGETHER WITH VACATED LINDBERG DRIVE BETWEEN BLOCKS 2 AND 3.

NOTES

1. CONTOURS ARE SHOWN AT TWO FOOT INTERVALS.
2. EXISTING ZONING IS R1. PROPOSED ZONING IS R1.
3. ALL REQUIRED UTILITIES EXIST.



VICINITY MAP

TD2
engineering
& surveying

Thompson, Dreesen & Dainer, Inc.
10030 Old Mill Rd
Omaha, NE 68154
p.402.330.8300 f.402.330.5555
td3.com

MCKENZIE ESTATE LOT 1



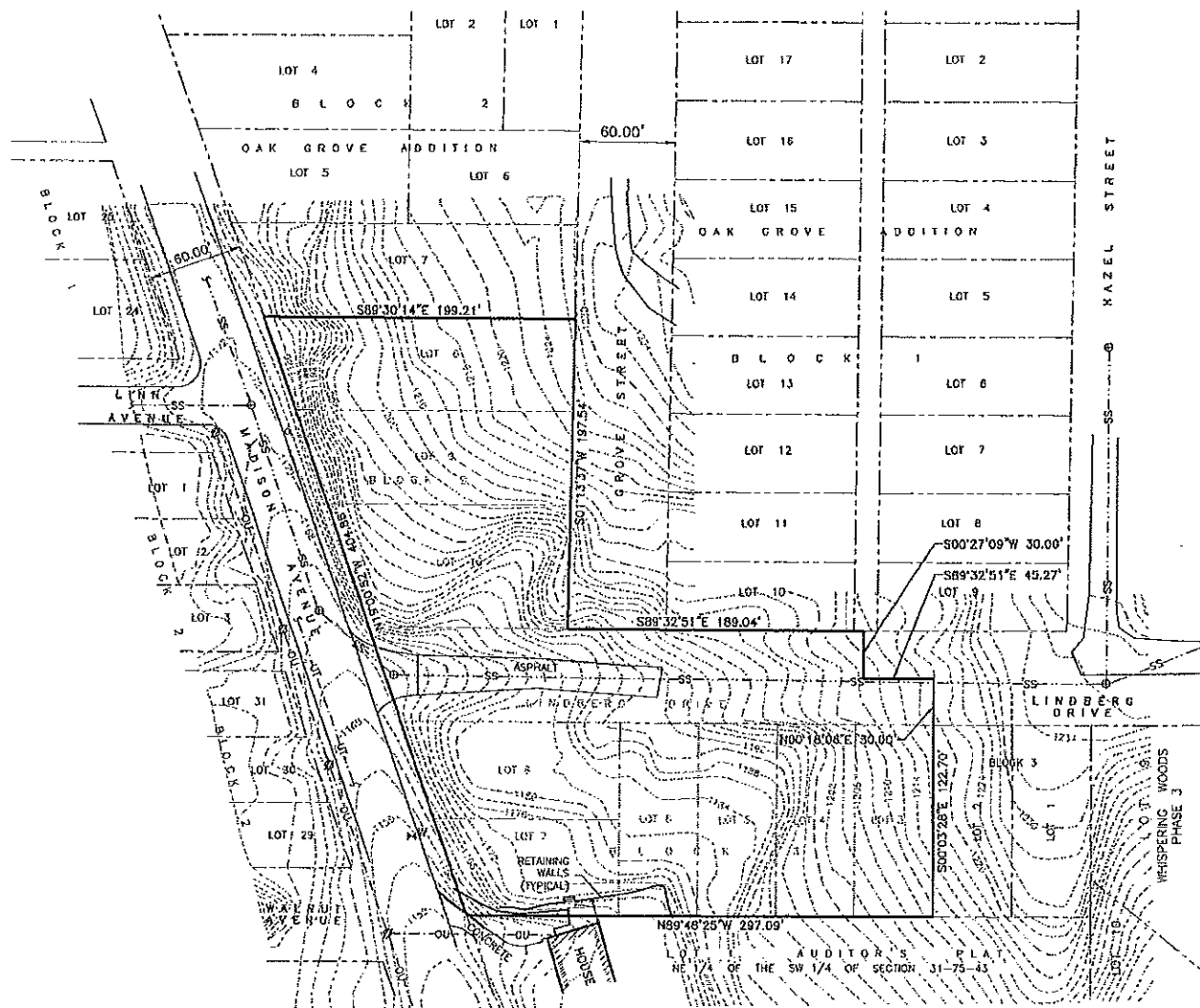
Erzine Day

No.	Description	NAS-DD
		11

Job No.: A1436-19-2P2
Drawn By: RJR
Reviewed By: MJS
Date: AUGUST 14, 2019
Book:
Pages:

Summary

SHEET 1 OF 1



RESOLUTION NO. 19-221

A RESOLUTION GRANTING FINAL PLAT APPROVAL OF A ONE-LOT RESIDENTIAL SUBDIVISION TO BE KNOWN AS MCKENZIE ESTATE, LEGALLY DESCRIBED AS BEING A REPLAT OF LOTS 8 THROUGH 10, BLOCK 2 AND LOTS 3 THROUGH 8, BLOCK 3, ALL IN OAK GROVE ADDITION AND THE VACATED LINDBERG DRIVE ADJOINING SAID BLOCKS 2 AND 3, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Joseph R. McKenzie, Jr. is requesting final plat approval for a one-lot residential subdivision to be known as McKenzie Estate; and

WHEREAS, The proposed subdivision consists of 2.09 +/- acres of land, more or less, of land, and is located east of Madison Avenue and southwest of Grove Street; and

WHEREAS, The following comments were provided for the proposed subdivision request:

1. The proposed subdivision is consistent with the purpose and intent of the Council Bluffs Municipal Zoning and Subdivision Ordinances.
2. Proposed Lot 1 is 2.09 acres in size (91,163 square feet), which exceeds the minimum R-1/Single-Family Residential District lot size requirements, and is considered developable.
3. The detached single-family dwelling and any other structures proposed to be built/erected shall comply with the site development regulations of the R-1 District.
4. For zoning purposes, the property lines which bound proposed Lot 1 shall be classified as follows:
 - a. Front lot line – property line which abuts Lindberg Drive;
 - b. Street side lot lines – property lines lying adjacent to Madison Avenue and Grove Street; and
 - c. Interior side lot lines – all other property lines.
5. Proposed Lot 1 will have direct access to Madison Avenue. The applicant proposes to use the existing driveway at the intersection of Madison Avenue and former right-of-way Lindberg Drive to access the property.
6. A permanent 30-foot wide utility easement is maintained over the existing sanitary sewer line that runs in the former right-of-way of Lindberg Drive.
7. Proposed Lot 1 will be serviced with existing utilities in Madison Avenue and former right-of-way Lindberg Drive (e.g., sewers, water, electricity, etc.).
8. All electric, cable and communication facilities shall be installed underground. All costs to construct, remove and/or relocate any utilities for the proposed subdivision shall be the responsibility of the applicant and not the City.
9. No new right-of-ways are proposed to be dedicated to the City because of this subdivision. A public sidewalk shall be installed along Madison Avenue prior to issuance of the Certificate of Occupancy for the proposed detached single-family dwelling, at no cost to the City.
10. The Permits and Inspections Division stated they have no comments on the request.

11. The Public Works Department stated the standard dedication of public easements along the lot lines is not noted in the final plat.
12. The Fire Department stated they have no comments on the request.
13. Council Bluffs Water Works stated the new combined parcel will have water access from Madison Avenue.
14. Cox Communications stated they have no issues with the request.
15. Black Hills Energy stated they have no concerns with the request.
16. MidAmerican Energy Company stated they have no objections to the request. They also noted that the applicant or their agent must contact MidAmerican Energy to identify any costs associated with the extension of electric facilities to service the property.
17. The plat does not indicate if any private restrictions and/or covenants will be established for the subdivision. The plat shall be updated to state if any private restrictions and/or covenants will be recorded. A copy of said private restrictions and/or covenants shall be provided to the City. If none are proposed, a note shall be stated on the final plat indicating none will be recorded.
18. The following technical corrections shall be made to the plat prior to being executed:
 - a. The standard dedication of public easements shall appear on the plat as provided here:

A perpetual easement is reserved for storm drainage and the installation and maintenance of utilities 5 feet wide along each side of interior lot lines and 10 feet in width along all front and rear lot lines:

ERECTION OF STRUCTURES PROHIBITED: Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the City Engineer, provided however grantor shall have the right to place and maintain a surfaced roadway over and within the Easement Area.

CHANGE OF GRADE PROHIBITED: Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

RIGHT OF ACCESS: City shall have the right of access to the Easement Area and have all right of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.

REMOVAL AND REPLACEMENT: The cost of removal and

replacement of any unauthorized improvement or structures within the Easement Area, necessitated by the exercise of the rights under this easement, shall be borne by the Grantor or their successors or assigns.

SURFACE RESTORATION: City's liability to restore the surface within the Easement Area shall be limited only to grading and seeding, and replacement of grantors surfaced roadway.

DUTY TO REPAIR: City agrees that any drain tile, drive or access way, fence, or yard or other improvements outside of the Easement Area which may be damaged as a result of any entry made through an exercise of the City's right of access shall be repaired at no expense to Grantor.

EASEMENT RUNS WITH LAND: This easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

- b. Remove the following repetitive language from the metes and bounds description: "The North ½ of said vacated Lindberg Drive abutting the right-of-way of Grove Street; The North ½ of said vacated Lindberg Drive lying adjacent to Lot 10, Block 2, said Oak Grove Addition."
- c. Place a note on the plat referencing Resolution No. 19-155 for the vacation and disposal of Lindberg Drive right-of-way.
- d. Bold "Lot 1" label on the plat map exhibit; and

WHEREAS, The Community Development Department recommends final plat approval of a one-lot residential subdivision to be known as McKenzie Estate, legally described as being a replat of Lots 8 through 10, Block 2 and Lots 3 through 8, Block 3, all in Oak Grove Addition and the vacated Lindberg Drive adjoining said Block 2 and 3, City of Council Bluffs, Pottawattamie County, Iowa, subject to all comments stated above and following conditions:

- a. The final plat shall be recorded within 90 days of City Council approval or the plat shall become null and void unless an extension of has been requested and granted by the Community Development Department Director; and
- b. All comments and technical corrections discussed in the staff report shall be incorporated in the final plat prior to being executed by the City;
- c. The final plat shall conform to all City standards and specifications, the zoning and subdivision ordinances and the Department of Public Works Standards for Public Improvements; and

- d. All utilities shall be installed underground. Any cost to remove and/or relocate any utilities shall be the sole expense of the applicant and not the City; and
- e. A sidewalk shall be installed along Madison Avenue prior to issuance of the Certificate of Occupancy for the proposed detached single-family dwelling, at no cost to the City.
- f. The applicant shall provide a copy of any proposed covenants and/or private restrictions associated with the subdivision to the City, or place a note on the final plat indicating none will be recorded.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the final plat approval for a one-lot residential subdivision to be known as McKenzie Estate, legally described as being a replat of Lots 8 through 10, Block 2 and Lots 3 through 8, Block 3, all in Oak Grove Addition and the vacated Lindberg Drive adjoining said Block 2 and 3, City of Council Bluffs, Pottawattamie County, Iowa, is hereby approved subject to all local, state and federal regulations; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized and directed to endorse the final plat.

ADOPTED
AND
APPROVED

September 23, 2019.

MATTHEW J. WALSH

Mayor

Attest: _____

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Legal
Case/Project No.:
Submitted by: Legal

Ordinance 6402
ITEM 5.A.

Council Action: 9/23/2019

Description

Ordinance to Amend Title 3, Business Regulation and Licenses of the 2015 Municipal Code of Council Bluffs, Iowa by repealing existing Chapter 3.58 "Street Sales" and replacing it with a new Chapter 3.58 entitled "Mobile Food Vendors".

Background/Discussion

This ordinance will repeal Chapter 3.58 (Street Sales) and replace/rename it "Mobile Food Vendors."

With mobile food vendors becoming more common in today's marketplace, it made sense to update our code to reflect this growing trend. City legal met with Directors of various departments to address their individual concerns relating to the regulation of mobile food vendors, and we determined it would be best to follow the current code used in Omaha to promote continuity throughout the metro area. This allows vendors on both sides of the river to operate their businesses without too much differentiation and focus primarily on providing quality food service to citizens.

Recommendation

It is our recommendation that this ordinance be passed.

ATTACHMENTS:

Description	Type	Upload Date
Ordinance 6402	Ordinance	9/17/2019

ORDINANCE NO. 6402

AN ORDINANCE TO AMEND TITLE 3 BUSINESS REGULATIONS AND LICENSES OF THE 2015 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REPEALING EXISTING CHAPTER 3.58 “STREET SALES” AND REPLACING IT WITH A NEW CHAPTER 3.58 ENTITLED “MOBILE FOOD VENDORS”.

**BE IT ORDAINED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

SECTION 1. That Title 3 Business Regulations and Licenses of the 2015 Municipal Code of Council Bluffs, Iowa, is hereby amended by repealing existing Chapter 3.58 “Street Sales” and replacing it with a new Chapter 3.58 entitled “Mobile Food Vendors” to read as follows:

Chapter 3.58 – Mobile Food Vendors.

3.58.010-Adoption; Scope.

This ordinance shall be known as the Council Bluffs Mobile Food Vendor Code and shall apply to Mobile Food Vendors within the city limits of Council Bluffs, Iowa.

3.58.020-Definitions.

For the purpose of this chapter the following terms shall have the meanings respectively ascribed to them:

- (1) “City” means the City of Council Bluffs, Iowa.
- (2) “Director” means the director of the Parks and Recreation Department or his/her authorized designee.
- (3) “Food” means any raw, cooked, or processed edible substance, beverage, ingredient, ice, or water used or intended for use or for sale in whole or in part for human consumption.
- (4) “Mobile Food Vendor” shall mean a person who by traveling from place to place upon the public ways sells or offers for sale food from public or private property to consumers for immediate delivery and consumption upon purchase.
- (5) “Permanent Food Establishment” means a fixed building which a person occupies on a continual basis and from which such person sells or offers to sell food for immediate delivery and consumption upon purchase. Such term shall not include a location where a mobile food vendor sells or offers to sell food.
- (6) “Private Property” means a lot or defined area of land which is not in the ownership of a local, state, or federal government entity.

- (7) “Public Property” means a lot or defined area of land owned by a local, state or federal government entity, including, but not limited to, city parks, the public right-of-way and service area at the rear or side of buildings, generally more narrow than the street, and any land reserved for transportation purposes including public roadways, parking, sidewalks, and alleys.

3.58.030-License Required; Exemptions.

It shall be unlawful for any person to sell or offer for sale food as a Mobile Food Vendor or operate as a Mobile Food Vendor within the City unless such person complies with the requirements and regulations of this article, including holding a valid and active Mobile Food Vendor license issued by the director under this article.

The following activities are excluded from such definition, and, alone, do not subject a Mobile Food Vendor to being covered by such definition:

- (1) Farm Stands-the sale or offer for sale of farm products produced or raised by such a vendor from land occupied and cultivated by him/her, or food that is being sold or attempted to be sold on the same parcel or group of parcels under common ownership on which said food is grown.
- (2) Non-Profit Organizations-Sales activities by a charitable, educational, or religious organization which is exempt from taxation under section 501(c)(3) of the United States Internal Revenue Code when the proceeds thereof shall be applied to the payment of the expenses thereof and the charitable or religious object for which the charitable or religious society exists, provided that such sales are not conducted by such organization in excess of three (3) consecutive days in any seven-day period at the same location.
- (3) Mobile Food Vending Ancillary to a Permanent Food Establishment-A Mobile Food Vendor license shall not be required if the mobile food vending is ancillary to an existing Permanent food Establishment on the same parcel if all of the following conditions are met:
 - (a) There is a primary land use in a building, which is constructed or which is being constructed, on the parcel in which the mobile food vending unit would be located.
 - (b) Sales of food, associated with the Permanent Food Establishment on the parcel would be allowed, or is lawfully occurring on said parcel.
 - (c) The Mobile Food Vendor is the owner of the Permanent Food Establishment on the parcel where the mobile food vending unit or food stand would be located.

3.58.040-Application.

An applicant for a license pursuant to this article shall file with the Director a signed application on a form to be furnished by the Director, which shall contain the following information:

- (1) The applicant's business name, address, and phone number; and e-mail address, if any.
- (2) If the applicant is a corporation, partnership, or other entity, the names of all officers and managers of such entity.
- (3) If food is to be sold from any motor vehicle, the vehicle license numbers and descriptions of all vehicles from which the applicant proposes to sell food, and the names of all persons expected to drive such vehicles.
- (4) The description of the general type of food items to be sold.
- (5) Documentation from the Pottawattamie County Health Department showing its approval of the applicant's sale of food, if required.
- (6) A copy of the State of Iowa sales tax permit, or proof of an applicable sales tax exemption, for the applicant.
- (7) A copy of all certification required by any applicable local, state or federal fire, safety and/or hazardous guidelines related to the sale of food, and the preparation, storage or cooking process thereof.
- (8) A general description of the types of locations the applicant anticipates selling from;
- (9) All necessary written consent from property owners, Permanent food Establishment owners or any other written consent required under this Code.
- (10) Proof of general liability insurance, including products liability coverage, in the amount of \$1,000,000 or more per occurrence and \$1,000,000 for property damage.
- (11) Such other information as the Director may require and as requested in the said application form.

3.58.050-Issuance; Denial.

Upon receipt of a complete application for a license pursuant to this article, the Director shall make or cause to be made any inquiry or investigation that may be necessary to determine whether the applicant is in compliance with the provisions of all applicable laws and this Code. The Director may request and take into consideration the recommendations of other affected departments of the City.

After receipt of the completed application and application fee, the Director shall either approve or deny the application. Grounds for denial may include, but are not limited to, the following:

- (1) A finding that the application is incomplete.
- (2) The nonpayment of applicable fees.
- (3) A finding that the application is not in conformance with any applicable laws or this Code.
- (4) A finding that the applicant has been convicted of three or more separate violations of the provisions of this article within the 12 months preceding the submission of a complete application.

3.58.060-License Fee.

An application for a license under this article shall be accompanied by a nonrefundable processing fee of \$100.00. An additional nonrefundable processing fee of \$100.00 shall be paid by a Mobile Food Vendor who will be primarily doing business within the boundaries of any business improvement district located in whole or in part within the area zoned C-4/Commercial District under the Council Bluffs Municipal Code. If such additional fee is paid, such fact shall be noted on the Mobile Food Vendor's license. A Mobile Food Vendor may primarily do business within such area only upon exhibiting a license showing payment of the additional fee. The additional fees paid under this section shall be forwarded by the City over to the said business improvement district, to offset expenses incurred by the district for cleaning, security, sanitation, and other Mobile Food Vendor-associated maintenance expenses within the boundaries of the said district.

3.58.070-Renewal.

A license issued under this article shall expire on December 31 of each year, unless renewed for the following year by the permittee. The permittee shall renew the license for the following year by filing with the Director, by December 31, a registration updating or confirming the information provided in the immediately preceding license application or registration. The registration shall be on a form provided by the Director. At the time of registration, the permittee shall pay a renewal fee of \$100.00 per year for each motor vehicle, trailer, cart, or other piece of mobile equipment to be utilized in the business. An additional renewal fee of \$100.00 shall be paid by a Mobile Food Vendor who will be primarily doing business within the boundaries of any business improvement district located in whole or in part within the area zoned C-4/Commercial District under the Council Bluffs Municipal Code. If such additional fee is paid, such fact shall be noted on the receipt or other documentation of renewal issued to the Mobile Food Vendor. A Mobile Food Vendor may primarily do business within such area only upon exhibiting a receipt or other documentation showing payment of the additional fee for that year. The additional fees paid under this section shall be forwarded by the City over to the said business improvement district, to offset expenses incurred by the district for cleaning, security, sanitation, and other Mobile Food Vendor -associated maintenance expenses within the boundaries of the said district.

3.58.080-Sales Regulations.

- (1) A Mobile Food Vendor shall not sell nor offer to sell food from a location within 200 feet of a public entrance used by customers to enter or exit a Permanent food Establishment during the hours food is sold within such Permanent food Establishment, unless each such Permanent food Establishment within such area has provided written consent.

- (2) A motor vehicle from which a Mobile Food Vendor sells or offers to sell food shall not exceed 40 feet in length and 96 inches in width. A Mobile Food Vendor selling or offering the sale of food from or using a trailer or other auxiliary equipment shall, during such operations, keep the trailer or auxiliary equipment hitched to an operable motor vehicle towing it, unless otherwise permitted by the City in association with an authorized street show, festival, parade, block party, or similar event. An attached trailer or other auxiliary equipment shall not exceed 96 inches in width, and the combined length of the motor vehicle and trailer or auxiliary equipment shall not exceed 60 feet.
- (3) The maximum dimensions in this subsection may be exceeded by a particular motor vehicle, trailer, or piece of equipment, if approved by the Director upon a Mobile Food Vendor's application for a waiver. If the proposed site of the Mobile Food Vendor shall be in an area designated as City right-of-way, such application for a waiver under this subsection shall also require approval of the Public Works Department, Right-of-Way Division.
- (4) A Mobile Food Vendor may sell or offer to sell food from a motor vehicle at a location in a City right-of-way open to traffic or parking, but only from a motor vehicle parked in a location where a motor vehicle is authorized to park by law, signage, or city permit. Such a motor vehicle and auxiliary equipment shall not be parked at a diagonal parking space. Such a motor vehicle and auxiliary equipment shall not be parked in a parking space adjacent to the corner of a street intersection.
- (5) A Mobile Food Vendor who sells or offers to sell food from a vehicle parked at a metered parking space shall pay the metered parking rate required, at such meter. When parking at a parking space with a meter limited to two hours, a mobile food vendor may park at such space for no longer than four consecutive hours.
- (6) A Mobile Food Vendor shall not sell or offer to sell food from a location which would involve customers to be waited on or served while standing in a portion of a street being traversed by motor vehicle traffic.
- (7) A Mobile Food Vendor shall not sell nor offer to sell food from City park property unless he/she possesses the specific written consent of the Director. Mobile Food Vendors shall be limited to hard-surfaced areas of the park, but this shall not mean within any roadway or parking lot drive aisle, and shall be limited to the park hours of operation set by the City.
- (8) A Mobile Food Vendor shall not sell nor offer to sell food from a school property unless he/she possesses the written consent of an authorized representative of the school and presents such written permission at the time of application.
- (9) A Mobile Food Vendor shall not sell nor offer to sell food from a location within an area authorized for a street show, festival, parade, block party, or similar event, or within 200 feet of any boundary of such authorized area, unless the mobile food vendor is in possession of the written consent of the event permittee to sell or offer to sell food from that location and has provided such written consent as part of the application.

- (10) A Mobile Food Vendor shall possess and be able to exhibit his/her license under this article, all required Pottawattamie County Health Department permits, a State of Iowa sales tax permit or proof of sales tax exemption, and any other written consents or documentation required under this article, at all times during which the mobile food vendor is selling or offering to sell food.
- (11) An authorized employee of the City's Public Works or Police Departments may order a Mobile Food Vendor to move from or leave a specific location, if the operation of the Mobile Food Vendor at that location causes an obstruction to vehicular or pedestrian traffic or otherwise endangers the health, safety, or welfare of the public. The City may tow or otherwise move a Mobile Food Vendor's vehicle or other auxiliary equipment to another location if the vehicle or equipment presents a danger to public safety and the Mobile Food Vendor fails to move the same. The City shall provide to the Mobile Food Vendor a written explanation for any such order, upon written request by the mobile food vendor to the City.
- (12) An individual representative of the Mobile Food Vendor shall be present with the motor vehicle and other auxiliary equipment operated by the Mobile Food Vendor at all times that it is parked in City right-of-way or on City property, and at all times that it is parked on private property at a location where food is or will be offered for sale.
- (13) A Mobile Food Vendor may sell or offer to sell food seven days a week, but only from 6:00 a.m. to 2:30 a.m. It shall be unlawful for a Mobile Food Vendor to sell or offer to sell food at any other times. Notwithstanding this subsection, upon evidence of endangerment of public safety, the chief of police or his/her designee may further limit hours of operation for all mobile food trucks as needed for the protection of public safety.
- (14) A Mobile Food Vendor using a motor vehicle shall maintain a motor vehicle liability insurance policy for such motor vehicle as required by state law, and shall exhibit proof of such policy when requested.
- (15) A Mobile Food Vendor shall maintain in operable condition all fire suppression equipment or devices as required by local, state or federal law.
- (16) It shall be unlawful for a Mobile Food Vendor to sell or offer to sell alcoholic drinks or food.
- (17) A Mobile Food Vendor shall visibly display his/her business name on his/her motor vehicle or auxiliary equipment.
- (18) A Mobile Food Vendor shall provide trash receptacles for the collection of trash and recyclable materials, in sizes sufficient to serve his/her customers. Prior to leaving a location, the Mobile Food Vendor shall pick up and properly dispose of any trash, litter, or recyclable materials within 20 feet of the location. Receptacles and their contents shall be removed from the location for proper disposal or recycling, and contents shall not be deposited in public trash or recycling containers on City right-of-way or City property.

- (19) A Mobile Food Vendor shall not place on City right-of-way or City property any freestanding sign, table, chair, umbrella, electric generator, or other fixture or equipment; provided, that a mobile food vendor may place one identification or menu sign and one table (not for seating customers) on the sidewalk or other area directly adjacent to his/her parked motor vehicle or other equipment.
- (20) A Mobile Food Vendor shall comply with all City ordinances regulating noise.

3.58.090-Revocation; Suspension.

- (1) A license issued under this article may be revoked or suspended by the director for any of the following reasons:
 - (a) Any fraud, misrepresentation, or false statement contained in the application for license;
 - (b) Any fraud, misrepresentation, or false statement made in connection with the selling of food;
 - (c) Any violation of this article or any applicable laws or provisions of this Code.
 - (d) Conducting the business licensed under this article in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety, or general welfare of the public.
- (2) The Director shall revoke a license issued under this article for any Mobile Food Vendor who is convicted of three or more separate violations of the provisions of this article within any consecutive 12-month period. For purposes of this section conviction shall mean any finding of guilt or liability on the part of the Mobile Food Vendor by a court of competent jurisdiction, and shall include any conviction that has previously been set aside.
- (3) To revoke or suspend a license, the Director shall provide written notice to the license holder stating the revocation or suspension action taken, the grounds for such action, and the availability of an appeal under this section. Such notice shall be served personally upon the license holder or sent by regular U.S. mail to the license holder's address as stated in his/her application.

- (4) A license holder aggrieved by either suspension or revocation of his/her license under this Code may appeal such decision to the Council Bluffs City Council by filing, in writing, a written request of appeal to the Director within ten (10) days of receiving written notice. Such appeal hearing shall occur at the next regularly scheduled City Council meeting, and such notice of the hearing shall be mailed to the licensee at the last known address at least five (5) days prior to the date set for the hearing. At the hearing the licensee shall be afforded the opportunity to present evidence and argument. Formal rules of evidence and procedure shall not apply. Within twenty (20) days after the conclusion of a hearing held pursuant to this section, the City Council shall make written findings which shall be based on a preponderance of the evidence as the standard of proof. Any decision rendered pursuant to this section shall be deemed a final action of the City and subject to appeal in accordance with Iowa law. Until an appeal is heard and determined by the City Council, the mobile food vendor shall cease all mobile food vending operations.
- (5) A person whose license has been revoked under this article may not re-apply for a new license for a period of one-year after the effective date of the revocation.

3.58.090-Penalty.

Any person, firm, partnership, corporation or other legal entity found guilty of a civil violation of this chapter shall be subject to the penalties provided in Section 1.95.020 of the Council Bluffs Municipal Code.

3.58.100-Special Districts.

- (1) The City finds that the City's various and diverse neighborhoods and business districts have differing characteristics, and will be affected in varying ways by the operations of Mobile Food Vendor s. Thus, it is appropriate to provide for the creation of special districts subject to special rules governing mobile food vendors.
- (2) The City Council may, by Resolution, establish a special district with defined geographic boundaries, and adopt special rules governing Mobile Food Vendors to be applied, based on a reasonable showing of public health and/or public safety concerns demonstrating the need for different operation of Mobile Food Vendor, within such special district. "Special rules" shall mean rules governing Mobile Food Vendors that modify the general rules stated in section 3.58.080, within that special district only. If adopted, such special rules shall take precedence over any conflicting general rules in section 3.58.080. The special rules shall not prevent Mobile Food Vendors from operating within the special district. The general rules in section 3.58.080 shall continue to apply in a special district, unless specifically modified by the special rules.

- (3) An application for the establishment of a special district may be submitted to the Director by a neighborhood association that is registered as such with the planning department, or by a business improvement district. The proposed special district must lie within the geographic boundaries of such neighborhood association or business improvement district. An application by a neighborhood association or business improvement district shall contain:
 - (a) A map indicating the boundaries of the proposed special district.
 - (b) The name of the proposed special district.
 - (c) The text of the proposed special rules to be applicable in the special district.
- (4) A copy of the signed resolution of the governing body of the business improvement district or neighborhood association approving the proposed special district and special rules.
- (5) Documentation showing that an official of the business improvement district or neighborhood association discussed the proposed special district and special rules with Mobile Food Vendors who primarily operate in the proposed special district.
- (6) Enumeration of the specific reason(s) for expansion or limitation of Mobile Food Vendor activity based upon public health and/or public safety concerns.

Upon the filing of such an application, the mayor or any City councilmember may request that a Resolution establishing such a special district and special rules be forwarded to the City Council for consideration and final action.

3.58.110-Periodic Review.

The mayor and/or Director may, in conjunction with the Public Works and Police Departments, a representative from the City Council, a representative of the Mobile Food Vendor industry, and/or other stakeholders as necessary, perform an annual review of Mobile Food Vendor operations, the general rules in this article, and any special rules adopted under this article, and make recommendations as needed to the City Council for amendment of this article.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason declared illegal or void, then the lawful provisions of this ordinance which are severable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

PASSED
AND
APPROVED

October 7, 2019.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 9-23-19

Second Consideration: 10-7-19

Public Hearing: N/A

Third Consideration: _____

Council Communication

Department: Public Works Admin
Case/Project No.: BM20-01
Submitted by: Matthew Cox, Public
Works Director

Resolution 19-222
ITEM 6.A.

Council Action: 9/23/2019

Description

Resolution accepting the bid of Carley Construction, LLC in the amount of \$717,497.50 for the Mid-America Center Parking Lots Rehab, Phase 2. Project # BM20-01

Background/Discussion

On September 10, 2019 bids were received in the office of the city clerk as follows:

	Division I <u>General</u>	Division II <u>Pavement</u>	Division III <u>Storm Sewer</u>	<u>Total</u>
Carley Construction, LLC Council Bluffs, IA	\$90,832.50	\$624,415.00	\$2,250.00	\$717,497.50
Bluffs Paving and Utility Co. Inc., Crescent, IA	\$84,706.84	\$632,560.10	\$2,575.23	\$719,842.17
RPL Utility, Minden, IA	\$81,719.55	\$687,984.35	\$4,278.00	\$773,981.90
Engineer's Opinion (HGM)	\$96,732.50	\$646,064.00	\$7,500.00	\$750,296.50

The Entertainment District located between 23rd Avenue and I-80/29 and from 24th Street to 35th Street is a premier destination location within the City of Council Bluffs. The area includes the Mid-America Center, Horseshoe Casino, Bass Pro Shop store, and several hotels and restaurants. The recent construction of the Field House and another hotel are adding to the amenities offered in the area. The parking lots that surround the Mid-America Center are owned by the City. The paving has degraded to the point where maintenance is difficult and there are safety concerns because of the poor condition.

A study was performed in 2011 and updated in 2015, which recommended the replacement of the parking lots. The conceptual plan suggested that the work could be performed in multiple phases over a few years. Proceeding with replacement is now necessary and five phases have been programmed in the CIP.

Phase 1 is complete and included the lot south of the convention center and a portion of the west lot adjacent to the Social Security Office. Phase 2 will include the parking lot just west of the south parking lot for the convention center.

This project was included in the FY20 CIP with a budget of \$700,000 from the General Fund and \$125,000 in GO Bond funding.

The project schedule is as follows:

Begin Construction	October 2019
End Construction	June 2020

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 19-222	Resolution	9/17/2019

**RESOLUTION
NO 19-222**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
CARLEY CONSTRUCTION, LLC FOR THE
MID-AMERICA CENTER PARKING LOTS REHAB, PHASE 2
PROJECT #BM20-01**

WHEREAS, the plans, specifications, and form of contract for the Mid-America Center Parking Lots Rehab, Phase 2 are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on August 26, 2019, and the plans, specifications and form of contract were approved; and

WHEREAS, Carley Construction, LLC has submitted a low bid in the amount of \$717,497.50 for this contract.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the bid of Carley Construction, LLC in the amount of \$717,497.50 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Mid-America Center Parking Lots Rehab, Phase 2; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Carley Construction, LLC for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

ADOPTED
AND
APPROVED

September 23, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community

Development

Case/Project No.: PC-02-002(M1)

Submitted by: Chris Meeks,

Planner

Resolution 19-223

ITEM 6.B.

Council Action: 9/23/2019

Description

Resolution amending the planned commercial development plan for properties legally described as Lots 1 and 2, and part of Outlot 1, Plaza at the MARCC relative to signage. Location: 20 and 40 Arena Way. PC-02-002(M1)

Background/Discussion

See attachments.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
PC-02-002(M1) Staff Report	Other	9/13/2019
PC-02-002(M1) Attachment A	Map	9/13/2019
PC-02-002(M1) Attachment B	Other	9/13/2019
PC-02-002(M1) Attachment C	Other	9/13/2019
PC-02-002(M1) Attachment D	Other	9/13/2019
PC-02-002(M1) Attachment E	Other	9/13/2019
PC-02-002(M1) Attachment F	Other	9/13/2019
Resolution 19-223	Resolution	9/17/2019

Council Communication

<p>Department: Community Development</p> <p>CASE# PC-02-002(M1)</p> <p>Applicant: Iowa West Foundation Representative: Pete Tulipana 4201 River's Edge Parkway, Suite 400 Council Bluffs, IA 51501</p> <p>Owner: MAC Ventures, LLC 25 Main Place, Suite 550 Council Bluffs, IA 51503</p> <p>Representative: Design8 Studios Attn: Chuck Wiethop 5801 N. 90th Street Omaha, NE 68134</p>	<p>Resolution No.</p>	<p>City Council: 9/23/2019</p> <p>Planning Commission: 9/10/2019</p>
<p style="text-align: center;">Subject/Title</p> <p>Amend the approved planned commercial development plan for Lots 1 and 2 and part of Outlot 1, Plaza at the MARCC relative to signage.</p> <p>Location: 20 and 40 Arena Way</p>		
<p style="text-align: center;">Background/Discussion</p> <p>The Community Development Department has received an application from the Iowa West Foundation and Design8 Studios to amend Plaza at the MARCC planned commercial development plan, relative to signage. The Plaza at the MARCC planned commercial development plan was originally approved by Resolution No. 02-96 by City Council on March 25, 2002, with the landscaping plan being approved by Resolution No. 02-153 by the City Council on June 10, 2002. An amendment to these approved development plans was approved by Resolution No. 19-23 by the City Council on January 28, 2019.</p> <p>The applicant has proposed this request to allow the use of a more modern signage design with the goal of increasing the visibility of the tenants of the buildings. The Iowa West Foundation states the use of the updated signage and greater awareness of the businesses in the area will help attract additional tenants to the building and will help with the economic growth of the Mid-America Center Area as a whole. The Iowa West Foundation, as the owner of the property, has indicated they will approve any new signage for the building prior to a tenant applying for a signage permit from the City.</p> <p>CURRENT ZONING & LAND USE - The subject property is zoned Planned Commercial, and is within the RO/Recreation-Tourism Overlay District. The current zoning is consistent with the proposed development. The land surrounding the subject properties is also zoned P-C/Planned Commercial and is located within the RO/Recreation-Tourism Overlay District. The subject properties are immediately South of the Mid-America center and is North of Bass Pro Shop.</p>		

CITY DEPARTMENTS AND UTILITIES – All appropriate City departments and utilities were notified of the proposed signage amendment. No adverse comments were received from any City department or utility regarding the request.

COMMENTS - The previously approved attached signage plan, as described in Resolution No. 02-96 shall hereby be revoked, with the following being adopted as the signage plan for the properties described as Lots 1 and 2 and part of Outlot 1, Plaza at the MARCC. The following standards are what was submitted by the applicant in the Letter of Intent (Attachment B), with comments from the Community Development Department following in italics.

1. Signs will be mounted directly on the fascia or wall area above the public entrance to the tenant space, which appears to be 4' high. *The Community Development Department will also allow signs to be mounted above the 4 foot high fascia area, so long as the signs do not extend beyond the top of the parapet wall.*
2. Individual, internally illuminated channel letters and logo identifying the tenant. Front lit or Halo lit channel letters only, utilizing modern internal illumination. Day/Night channel letters are allowed. *No Comments*
3. Maximum height of lettering/logo is 36". *No Comments*
4. Maximum length is 65% of the linear frontage of the fascia/wall area above the bay and between brick columns. *The Community Development Department has no issues with allowing signage to extend beyond 65% of the linear frontage of the fascia area above each bay so long as all signage stays between the brick columns below.*
5. The owner shall approve the design of all tenant signs, including colors and size, prior to submitting sign permit applications to the City. *All owner reviews shall be conducted prior to the application for a signage permit from the City of Council Bluffs.*
6. Each bay shall be limited to a TOTAL of 70 square feet of signage to be split between front and rear of the building. *Tenants of multiple bays will be allowed 70 square feet of signage for each leased bay.*
7. Signage on the rear of the building shall match the signage on the front entrance to each bay. Size of the signage on the rear of the building shall be sized as to fall within the maximum allowable square footage of signage. Signage on the rear of the building can be larger than the front of the building, provided it falls within the maximum allowable square footage. *Because many bays can be operated with main entrances on both sides of the building, determining a front and rear of a building should not be necessary. Signage on both sides of the building are subject to the same maximum signage area, and the signs design shall match with the exception of size.*
8. Signs shall be measured from top to bottom of the letter, extending the length of the sign. The open space between the individual letters is included in the measurement. The logo, if applicable, shall be measured separately from the letters. *No Comments*
9. The use of temporary mobile signage placed at or near the front or rear entrance shall be allowed, to be in place only during operating hours of the tenant. The temporary signage shall be limited to ONE 'sandwich board' A-frame type sign with a maximum sign area of 3 feet in height and 2 feet in width. The temporary signage shall be limited to an overall dimension of 4 feet high by 3 feet wide. The temporary signage may NOT be placed in such a manner as to impede patrons walking throughout The Plaza. The temporary signage must be placed within 6 feet of the exterior wall of the building. *Per Section 15.33.070- Prohibited Signs of the Zoning Ordinance (Municipal Code), A-Frame signs are considered prohibited, however, allowing them in this walkable pedestrian-friendly area could bring additional interest to businesses and generate more customer traffic. Allowing A-frame signs could be allowed with the approval of this development plan. A-Frame Signs shall be allowed on each side of the building, a maximum of two for each tenant. The sign shall not be placed in such*

a manner to impede patrons from walking on sidewalks, and all ADA required sidewalk widths shall be maintained. Temporary mobile signage shall be placed within 6 feet of the exterior wall of the building. The A-frame sign shall also be made primarily of wood or metal or a like material (plastic A-frame signs will not be allowed).

10. Entrance door glass signage is allowed to identify the proper entrance for each tenant. To be constructed of adhesive backed vinyl only. The entrance door glass signage can be multi-colored and include the stylized type and logo of the tenant, phone number, as well as hours of operation. Each bay/suite number must be placed at the top of the entrance door glass using adhesive backed white vinyl that is no more than 4 inches in height. *Entrance door glass signage shall be exempt from the review of the Community Development Department.*
11. The use of window graphics is allowed, provided it does not totally block the view to the outside, from the inside of the building. The window graphics can be constructed of perforated adhesive backed vinyl or individual letters constructed of adhesive backed vinyl. The use and design of window graphics must be approved by the owner of the property prior to installation. *Each tenant space shall be allowed window graphics that will cover a maximum of 50% of the total window area for the side of the building the graphics are to be located. Per Section 15.33.080 – Exempt Signs of the Municipal Code (Zoning Ordinance), Window Signs are exempt from zoning review, however, in this district regulating window signs will create an environment more pleasing to pedestrians.*
12. No additional signage shall be allowed without consideration by the Planning Commission and City Council approval. *Signage outside of what is approved with this report will require an amendment to this development plan.*

Additionally, the Community Development Department has the following comments:

1. It appears all existing signage on the subject properties are in compliance with above proposed standards, meaning no changes to current signage will be required.
2. The addition of blade signs underneath the covered walkway/outdoor seating area could help orient customers walking in the plaza area. Blade signs shall only be located underneath the covered area directly above an entrance to a tenant space, and shall be a maximum of 1 foot tall by 3 feet in width. Blade signs shall maintain a 9 foot vertical clearance over the sidewalk below.
3. There appears to be 11 bays on both buildings, meaning that each building would have a total of 770 square feet of signage to be split between the front and rear of the building.

Recommendation

The Community Development Department recommends approval of the requested changes to the adopted development plan relative to signage for Lots 1 and 2 and part of Outlot 1, Plaza at the MARCC, City of Council Bluffs, Pottawattamie County, Iowa, as they are proposed on Attachment C.

Public Hearing

Staff speaker for the request:

1. Christopher Meeks, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor: None

Speakers against: None

Planning Commission Recommendation

The Planning Commission recommends approval to amend the adopted development plan for Lots 1 and 2 and part of Outlot 1, Plaza at the MARCC, relative to signage, as stated in Attachment C:

1. The Community Development Director shall have the authority to approve a unique design element as a feature of a business. If the Community Development Director determines that a feature is not consistent with the adopted development plan, an amendment to the development plan would be required.

VOTE: AYE 10 NAY 0 ABSTAIN 0 ABSENT 1 VACANT 0 Motion: Carried

Attachment A: Case map

Attachment B: Letter of intent

Attachment C: Development standards as proposed by the Community Development Dept.

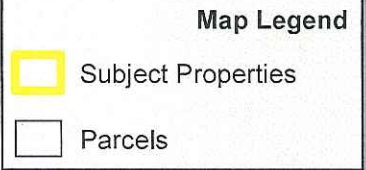
Attachment D: Existing signage inventory

Attachment E: Dimensions of signage for each type of bay

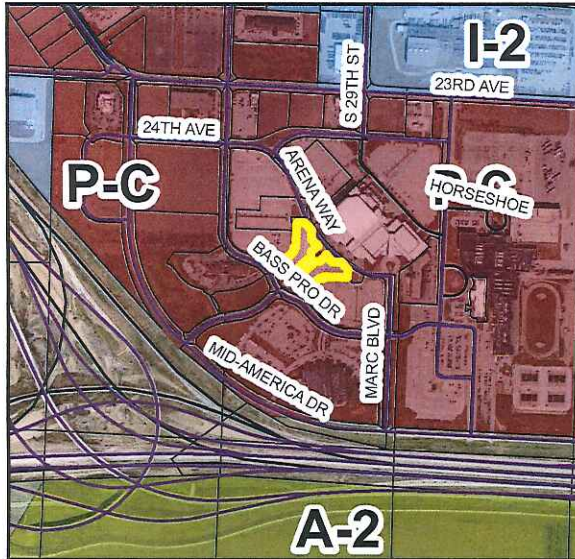
Attachment F: Proposed new signage

Prepared by: Chris Meeks, Planner

ATTACHMENT A
CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #PC-02-002(M1) LOCATION/ZONING MAP



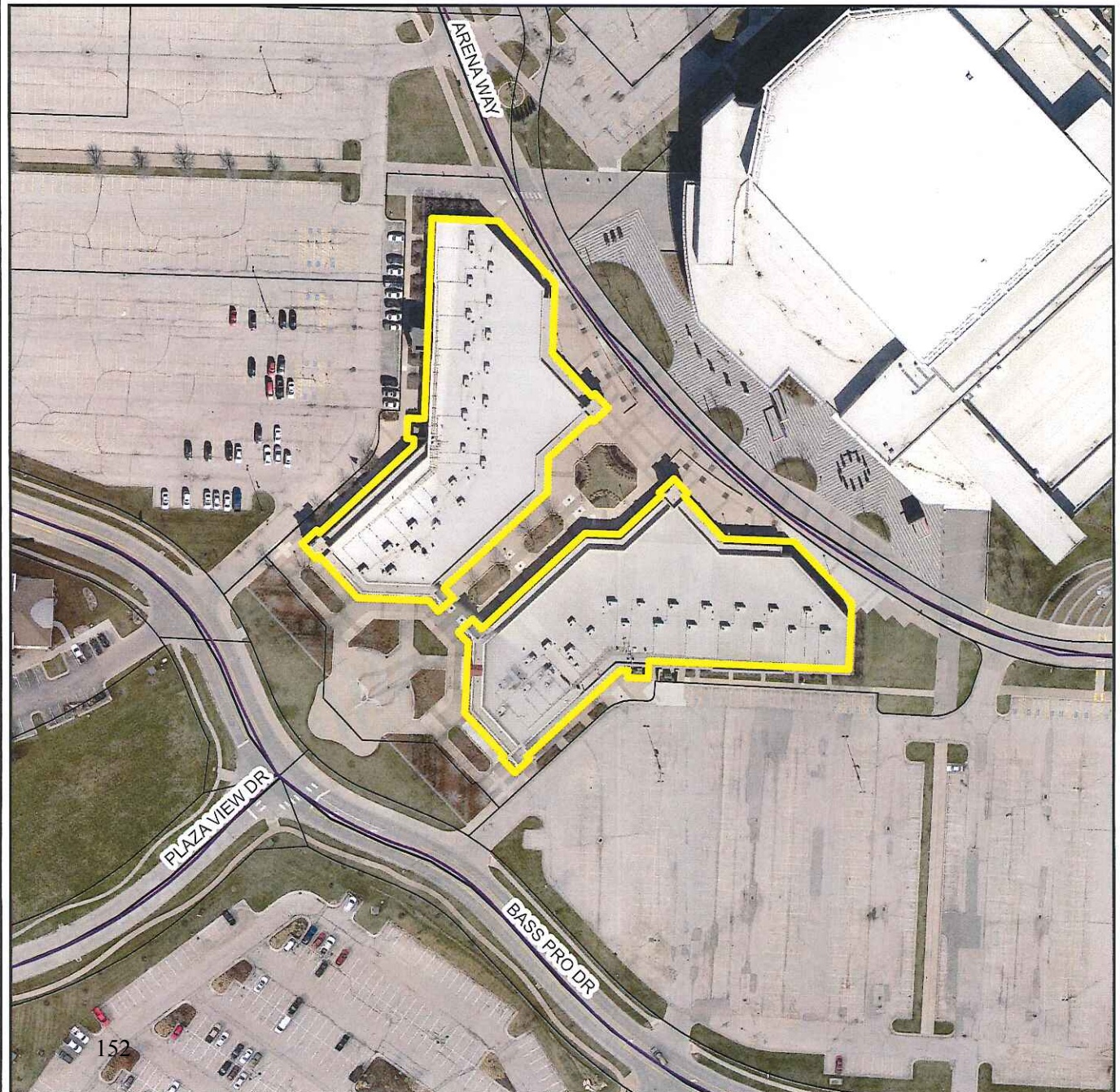
0 70 140
1 Inch = 141 Feet



Last Amended: 8/19/19

Council Bluffs Community
Development Department
209 Pearl Street
Council Bluffs, IA 51503
Telephone: (712) 328.4629

DISCLAIMER
This map is prepared and compiled from City documents, plans and other public records. Users of this map are hereby notified that the City expressly denies any and all responsibilities for errors, if any, in the information contained on this map or the misuse of the same by the user or anyone else. The user should verify the accuracy of information/data contained on this map before using it. The City assumes no legal responsibility for the information contained on this map.



Amendment to Signage Plan for The Plaza at the M.A.R.C.C.

Iowa West Foundation, property manager of The Plaza at the M.A.R.C.C., proposes to amend the Signage Plan specifics of the Development Plan for the property. Maintaining awareness of the property as well as awareness of the individual tenants situated on the property is a goal of Iowa West Foundation. By amending the Signage Plan, Iowa West Foundation endeavors to increase that awareness through the use of modern signage design and construction for each tenant leasing space within the property.

Amending the Signage Plan will raise awareness to the function of the properties at 20-40 Arena Way. Identifying existing tenants with proper signage allows potential customers to be aware of who and what businesses offer goods and services at 20-40 Arena Way. With proper signage, existing tenants can be more visible to the community, and as such, potential tenants can view The Plaza at M.A.R.C.C. as a viable option for opening a new business or secondary location to expand business. The potential for development on the property will be increasing with the addition of newly constructed businesses now in place, as well as current new and future construction. With new businesses, comes new customers. Allowing those new customers to see what The Plaza at the M.A.R.C.C. has to offer. Properly constructed and placed signage will only add to the potential for growth of the development itself, and the area in general.

The Amendment includes the following,

1. Signs will be mounted directly on the fascia or wall area above the public entrance to the tenant space, which appears to be 4' high.
2. Individual, internally illuminated channel letters and logo identifying the tenant. Front lit or Halo lit channel letters only, utilizing modern internal illumination. Day/Night channel letters are allowed.
3. Maximum height of lettering/logo is 36".
4. Maximum length is 65% of the linear frontage of the fascia/wall area above the bay and between brick columns.
5. The owner shall approve the design of all tenant signs, including colors and size, prior to submitting sign permit applications to the City.
6. Each bay shall be limited to a TOTAL of 70 square feet of signage to be split between front and rear of the building.
7. Signage on the rear of the building shall match the signage on the front entrance to each bay. Size of the signage on the rear of the building shall be sized as to fall within the maximum allowable square footage of signage. Signage on the rear of the building can be larger than the front of the building, provided it falls within the maximum allowable square footage.
8. Signs shall be measured from top to bottom of the letter, extending the length of the sign. The open space between the individual letters is included in the measurement. The logo, if applicable, shall be measured separately from the letters.
9. The use of temporary mobile signage placed at or near the front or rear entrance shall be allowed, to be in place only during operating hours of the tenant. The temporary signage shall be limited to ONE 'sandwich board' A-frame type sign with a maximum sign area of 3 feet in height and 2 feet in width. The temporary signage shall be limited to an overall dimension of 4 feet high by 3 feet wide. The temporary signage may NOT be placed in such a manner as to impede patrons walking throughout The Plaza. The temporary signage must be placed within 6 feet of the exterior wall of the building.

10. Entrance door glass signage is allowed to identify the proper entrance for each tenant. To be constructed of adhesive backed vinyl only. The entrance door glass signage can be multi-colored and include the stylized type and logo of the tenant, phone number, as well as hours of operation. Each bay/suite number must be placed at the top of the entrance door glass using adhesive backed WHITE vinyl that is no more than 4 inches in height.
11. The use of window graphics is allowed, provided it does not totally block the view to the outside, from the inside of the building. The window graphics can be constructed of perforated adhesive backed vinyl or individual letters constructed of adhesive backed vinyl. The use and design of window graphics must be approved by the owner of the property prior to installation.
12. No additional signage shall be allowed without consideration by the Planning Commission and City Council approval.

It is with this Amendment, that Iowa West Foundation hopes to provide the entire area surrounding the Mid-America Center with new economic growth. With new businesses being constructed on the surrounding properties, and the potential for visitors to the area, fully developing The Plaza at the M.A.R.C.C will provide the City a destination for travelers, and residents alike.

Attachment C:

Proposed Development Standards

1. Signs will be mounted directly on the fascia or wall area above the public entrance to the tenant space. Signs shall be mounted between the top of the parapet wall and the top of the brick lower wall or bottom of canopy side wall (depending on tenant space). Signs shall be mounted between the brick columns on the fascia/wall area above the bay.
2. Individual, internally illuminated channel letters and logo identifying the tenant. Front lit or Halo lit channel letters only, utilizing modern internal illumination. Day/Night channel letters are allowed.
3. Maximum height of lettering/logo is 36".
4. Each bay shall be limited to a total of 70 square feet of signage to be split between front and rear of the building. Tenants of multiple bays will be allowed 70 square feet of signage for each leased bay.
5. Signage on both sides of the building are subject to the same maximum signage area, and the signs design shall match with the exception of size. Signage on the building must fall within the cumulative maximum signage total for each tenant space.
6. Signs shall be measured from top to bottom of the letter, extending the length of the sign. The open space between the individual letters is included in the measurement. The logo, if applicable, shall be measured separately from the letters.
7. One A-Frame Sign with a maximum size of 4 feet in height and 3 feet in width shall be allowed on each side of the building, a maximum of two for each tenant. The sign shall not be placed in such a manner to impede patrons from walking on sidewalks, and all ADA required sidewalk widths shall be maintained. Temporary mobile signage shall be placed within 6 feet of the exterior wall of the building. The A-frame sign shall also be made primarily of wood or metal or a like material (plastic A-frame signs will not be allowed).
8. Window graphics shall be allowed with a maximum coverage of 50% of the total window area for the side of the building the graphics are to be located. The window graphics can be constructed of perforated adhesive backed vinyl or individual letters constructed of adhesive backed vinyl.
9. Blade signs are allowed to be located underneath the covered walkway/outdoor seating area. Blade signs shall only be located underneath the covered area directly above an entrance to a tenant space, and shall be a maximum of 1 foot tall by 3 feet in width. Blade signs shall maintain a 9 foot vertical clearance over the sidewalk below.

Amendment to Signage Plan for The Plaza at the M.A.R.C.C.

Existing sign inventory

Prepared by Design8 Studios - August 2019

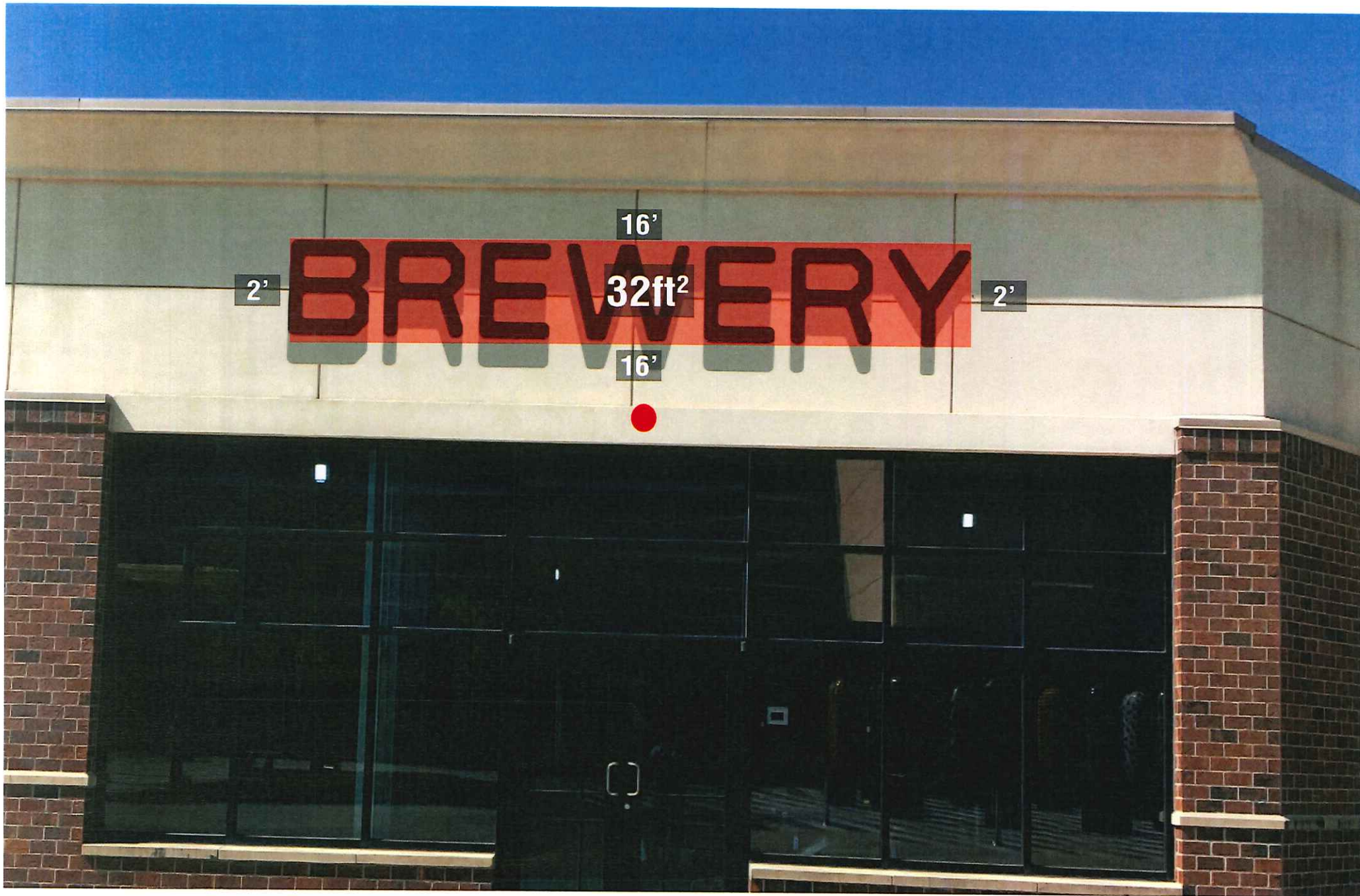




















Amendment to Signage Plan for The Plaza at the M.A.R.C.C.

**Bay space front and rear
sign band photos and dimensions**

Prepared by Design8 Studios - August 2019





















Amendment to Signage Plan for The Plaza at the M.A.R.C.C.

**Proposed new signage
mock-up renderings**

Prepared by Design8 Studios - August 2019



 **TENANT** *Sign*

 **TENANT SIGN**









RESOLUTION NO. 19-223

A RESOLUTION AMENDING THE PLANNED COMMERCIAL DEVELOPMENT PLAN FOR PROPERTIES LEGALLY DESCRIBED AS LOTS 1 AND 2, AND OUTLOT 1, PLAZA AT THE MARCC, RELATIVE TO SIGNAGE.

WHEREAS, MAC Ventures, LLC, represented by the Iowa West Foundation, is requesting approval to amend the adopted Planned Commercial Development Plan for properties legally described as Lots 1 and 2, and Outlot 1, Plaza at the MARCC, relative to signage; and

WHEREAS, The following plan amendments, as stated in “Attachment C”, include comments received by Community Development Department highlighted in the attached Planning Commission Communication:

1. Signs will be mounted directly on the fascia or wall area above the public entrance to the tenant space. Signs shall be mounted between the top of the parapet wall and the top of the brick lower wall or bottom of canopy side wall (depending on tenant space). Signs shall be mounted between the brick columns on the fascia/wall area above the bay.
2. Individual, internally illuminated channel letters and logo identifying the tenant. Front lit or Halo lit channel letters only, utilizing modern internal illumination. Day/Night channel letters are allowed.
3. Maximum height of lettering/logo is 36".
4. Each bay shall be limited to a total of 70 square feet of signage to be split between front and rear of the building. Tenants of multiple bays will be allowed 70 square feet of signage for each leased bay.
5. Signage on both sides of the building are subject to the same maximum signage area, and the signs design shall match with the exception of size. Signage on the building must fall within the cumulative maximum signage total for each tenant space.
6. Signs shall be measured from top to bottom of the letter, extending the length of the sign. The open space between the individual letters is included in the measurement. The logo, if applicable, shall be measured separately from the letters.
7. One A-Frame Sign with a maximum size of 4 feet in height and 3 feet in width shall be allowed on each side of the building, a maximum of two for each tenant. The sign shall not be placed in such a manner to impede patrons from walking on sidewalks, and all ADA required sidewalk widths shall be maintained. Temporary mobile signage shall be placed within 6 feet of the exterior wall of the building. The A-frame sign shall also be made primarily of wood or metal or a like material (plastic A-frame signs will not be allowed).

8. Window graphics shall be allowed with a maximum coverage of 50% of the total window area for the side of the building the graphics are to be located. The window graphics can be constructed of perforated adhesive backed vinyl or individual letters constructed of adhesive backed vinyl.
9. Blade signs are allowed to be located underneath the covered walkway/outdoor seating area. Blade signs shall only be located underneath the covered area directly above an entrance to a tenant space, and shall be a maximum of 1 foot tall by 3 feet in width. Blade signs shall maintain a 9 foot vertical clearance over the sidewalk below; and

WHEREAS, All other appropriate City departments and utilities were notified of the proposed amendments and no objections or comments were received; and

WHEREAS, The Community Development Department recommends approval of the requested changes to the adopted Planned Commercial Development Plan relative to signage for Lots 1 and 2 and part of Outlot 1, Plaza at the MARCC, City of Council Bluffs, Pottawattamie County, Iowa.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the amendment to the Planned Commercial Development Plan for Lots 1 and 2, and Outlot 1, Plaza at the MARCC., City of Council Bluffs, Pottawattamie County, Iowa, as shown on “Attachment C”, are hereby approved.

ADOPTED
AND
APPROVED

September 23, 2019.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW20-24
Submitted by: Matthew Cox, Public
Works Director

Resolution 19-224
ITEM 6.C.

Council Action: 9/23/2019

Description

Resolution endorsing an application for RISE Program Funding in connection with the Gifford Road Reconstruction, Phase III project.

Background/Discussion

Gifford Road from Veterans Memorial Highway to 45th Avenue was previously reconstructed with RISE grant funding. The project was identified as FY15-24 in the CIP.

A second RISE grant allowed Gifford Road to be further reconstructed an additional 725 feet south of 45th Ave. This project also extended S. 19th Street to Gifford Road. The project was identified as PW17-11 in the CIP and was completed in coordination with the Council Bluffs Industrial Foundation.

This project will reconstruct Gifford Road from S. 19th Street to the south limit of the paving completed with Project PW17-11.

A data center project is planned for a 20 acre parcel within the South Point, Phase II industrial development and Gifford Road must be improved to serve this development. An agreement was previously approved by the City Council which requires the developer to fund the road reconstruction. The RISE grant application will be submitted as a potential supplementary funding source for the project.

If the RISE grant is awarded, the required funding match will be paid by the developer.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 19-224	Resolution	9/17/2019

**RESOLUTION
NO 19-224**

**RESOLUTION ENDORSING AN APPLICATION FOR
RISE PROGRAM FUNDING IN CONNECTION WITH THE
GIFFORD ROAD RECONSTRUCTION, PHASE III PROJECT**

- WHEREAS, Gifford Road improvements are necessary for an immediate economic development project; and
- WHEREAS, the City of Council Bluffs desires to improve Gifford Road by reconstructing 1,802 lineal feet of roadway; and
- WHEREAS, RISE funds are requested in the amount of \$1,070,072 with the remaining \$267,518 being guaranteed by Project Cowboy; and
- WHEREAS, the proposed improvements will provide roadway infrastructure to 94-acres of land designated for industrial use known as the South Point Business Park Phase II and an additional 120 acres to the southwest; and
- WHEREAS, the RISE program was created to promote economic development in Iowa through the establishment, construction, improvement and maintenance of roads and streets; and the improvements to Gifford Road qualify as an eligible expense for the program.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the City of Council Bluffs hereby endorses the RISE application dated September 30, 2019, for the improvements to Gifford Road; and

AND BE IT FURTHER RESOLVED

That the road improvements constructed under the project will be dedicated to public use under jurisdictional responsibility of the City of Council Bluffs and will be adequately maintained by the same entity.

**ADOPTED
AND
APPROVED**

September 23, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community

Development

Case/Project No.: PC-03-001(M)

Submitted by: Moises Monrroy,

Planner

Resolution 19-225

ITEM 6.D.

Council Action: 9/23/2019

Description

Resolution amending the planned commercial development plan for Lot 1, Bluffs Vision II Subdivision Replat 1 relative to attached signage. Location: 3220 23rd Avenue. PC-03-001(M)

Background/Discussion

See attachments.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
PC-03-001(M) Staff Report	Other	9/13/2019
PC-03-001(M) Attachment A	Map	9/13/2019
PC-03-001(M) Attachment B	Letter	9/13/2019
PC-03-001(M) Attachment C	Other	9/13/2019
Resolution 19-225	Resolution	9/17/2019

Council Communication

Department: Community Development Case #PC-03-001(M) Applicant: AMC Theaters Attn: Brandon McGeehan 11500 Ash Street Leawood, KS 66211 Owner: Realty Income Corporation 1995 El Camino Real San Diego, CA 92130	Resolution No. _____	City Council: 9/23/2019 Planning Commission: 9/10/2019
<p style="text-align: center;">Subject/Title</p> <p>Request: Public hearing on the request of AMC Theaters, represented by Brandon McGeehan, to amend the adopted planned commercial development plan for Lot 1, Bluffs Vision II Subdivision Replat 1 relative to attached signage.</p> <p>Location: 3220 23rd Avenue</p>		
<p style="text-align: center;">Background/Discussion</p> <p>The Community Development Department has received an application from AMC Theaters, represented by Brandon McGeehan, to amend the adopted planned commercial development plan for Lot 1, Bluffs Vision II Subdivision Replat 1, relative to attached signage. The AMC Council Bluffs 17 (formerly Star Cinema Movie Theater) planned commercial development plan was adopted through Resolution No. 02-97 by City Council on March 25, 2002 and was amended on April 21, 2003 (Resolution No. 03-88) to incorporate landscaping and signage. As per Resolution 03-88, the maximum total permitted attached sign area is 312 square feet. The existing attached signage consists of the 144-square foot ‘AMC’ sign and the 132-square foot ‘IMAX’ sign, to a total attached sign area of 276 square feet.</p> <p>The applicant proposes to install additional signage for their Dolby Cinema auditorium. The proposed signage consists of lettering attached to the south elevation of the building, at the opposite end of the ‘IMAX’ sign. The ‘DOLBY’ letters would be 5 feet tall and extend 22 feet, resulting in 110 square feet of sign area. ‘CINEMA’ would be placed beneath ‘DOLBY’ and measure 11 feet in length by 2 feet in height for a 22 square foot sign. The proposed ‘DOLBY CINEMA’ signage would bring the total attached sign area to 408 square feet, exceeding the maximum permitted 312 square feet of sign area.</p> <p><u><i>Current Zoning & Land Use</i></u></p> <p>The subject property is zoned P-C/Planned Commercial District and is located within the RO/Recreation-Tourism Overlay. Surrounding properties are also zoned P-C and found within the RO Overlay. The subject property is adjacent to the Plumrose USA building to the north, Joe’s Karting and Holiday Inn Express & Suites to the east, XPO Logistics to the south, and Reading Truck Equipment, Microtel Inn & Suites and My Place Hotel to the west.</p> <p><u><i>City Departments and Utilities</i></u></p> <p>All appropriate City departments and utilities were notified of the proposed signage amendment. No adverse comments were received from any City department or utility regarding the request.</p>		

Comments

1. AMC Theaters has partnerships with both IMAX and Dolby. To ensure fairness, the 'DOLBY CINEMA' signage would encompass the same sign area as the existing 'IMAX' sign (132 square feet) and would be used to promote the theater's Dolby Cinema auditorium, similar to how the existing 'IMAX' sign promotes the IMAX theater.
2. The Community Development Department has no objections to the requested amendment. The additional signage is proportionate to the existing attached signage and the façade of the building, thus there will not be an adverse impact on the aesthetics of the AMC Council Bluffs 17 and the surrounding properties within the RO Overlay.
3. Proposed attached signage is in conformance with the wall sign regulations established in Section 15.33.100(a)(1) of the Council Bluffs Municipal Code (Zoning Ordinance).

Development Plan

The previously approved signage plan as described in the planned commercial development plan for Lot 1, Bluffs Vision II Subdivision Replat 1, as adopted on April 21, 2003, shall remain in effect, except as modified below:

1. The maximum total permitted attached sign area shall not exceed 408 square feet.

Recommendation

The Community Development Department recommends approval of the proposed amendment to the adopted planned commercial development plan for Lot 1, Bluffs Visions II Subdivision Replat 1 to increase the total permitted attached sign area to 408 square feet.

Public Hearing

Staff speakers for the request:

1. Moises Monrroy, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503
2. Christopher Gibbons, Planning Coordinator, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor:

1. Brandon McGeehan, 11500 Ash Street, Leawood KS, 66211

Speakers against: None

Planning Commission Recommendation

The Planning Commission recommends approval to amend the adopted planned commercial development plan for Lot 1, Bluffs Visions II Subdivision Replat 1 to increase the total permitted attached sign area to 408 square feet:

VOTE: AYE 10 NAY 0 ABSTAIN 0 ABSENT 1 VACANT 0 Motion: Carried

Attachments

Attachment A: Location and Zoning Map

Attachment B: Letter of Intent

Attachment C: Signage Plan

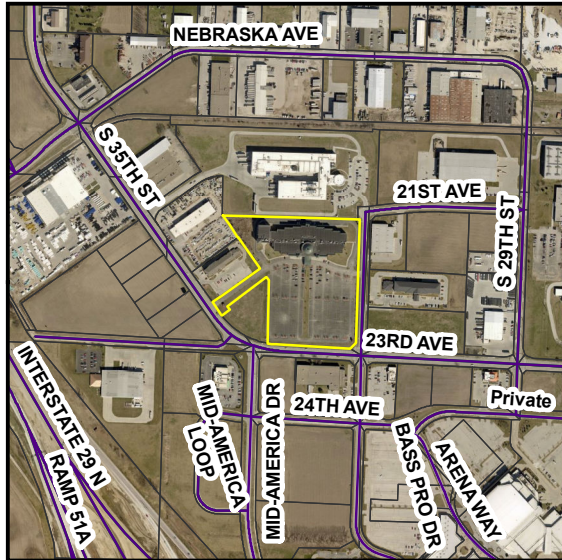
Prepared by: Moises Monrroy, Planner, Community Development Department

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION CASES #PC-03-001(M) LOCATION/ZONING MAP

Legend

 Subject Property

0 100 200
1 Inch = 208 Feet

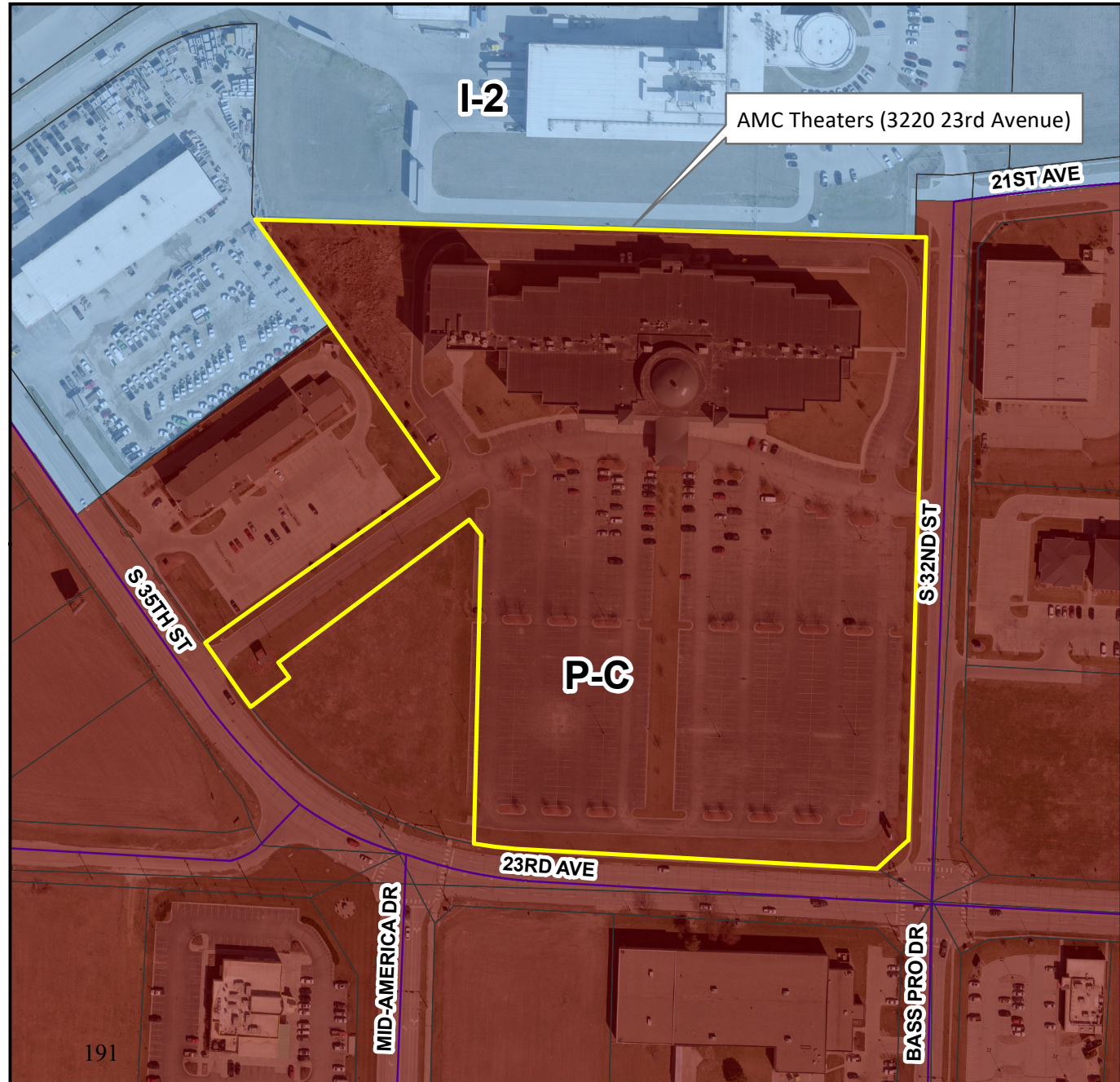


Last Amended: 8/16/19



Council Bluffs Community
Development Department
209 Pearl Street
Council Bluffs, IA 51503
Telephone: (712) 328.4629

DISCLAIMER
This map is prepared and compiled from City documents, plans and other public records data. Users of this map are hereby notified that the City expressly denies any and all responsibility for errors, if any, in the information contained on this map; the misuse of the same by the user or anyone else. The user should verify the accuracy of information/data contained on this map before using it. The City assumes no legal responsibility for the information contained on this map.



ATTACHMENT B

To Whom It May Concern,

I am writing to give you quick summary and explanation as to why we are applying for an amended development plan for our theatre.

We are currently installing Dolby Cinema exterior signage at the theatres that we have installed this premium experience. This experience is similar in concept to IMAX as it is an enhanced sight & sound auditorium in comparison traditional auditoriums. We are treating both IMAX and Dolby Cinema equal since we have partnerships with both. In our partnership with Dolby, we have decided to pursue the exterior signage for the building to help educate the public about the experience and their options when selecting tickets. We are making the Dolby Cinema signage the same square footage as all existing IMAX signage at each location in order to treat all partners equal. We currently have 276 s.f. of signage on the building (144 s.f. AMC and 132 s.f. IMAX), leaving us only 36 sf for the Dolby Cinema sign. This is the last signage piece that we are looking to add for this location so there will not be another request to amend the development plan.

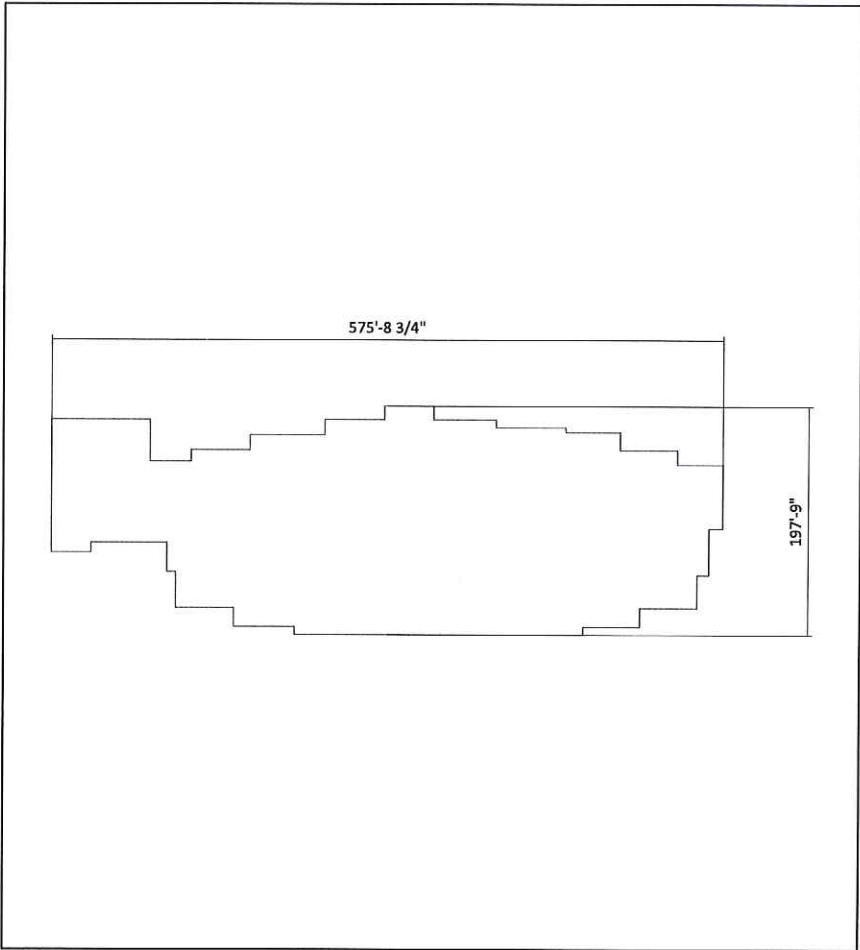
I appreciate your time and assistance in helping us accomplish our goal in order to keep this theatre a successful business in your city. If you have any questions, don't hesitate to contact me.

Kindest Regards,



Brandon McGeehan
Manager, Capital Projects
Facilities, Sight & Sound
Office: 913-213-2434
Cell: 314-397-9066
One AMC Way
11500 Ash Street, Leawood, KS 66211
email: bmcgeehan@amctheatres.com

ATTACHMENT C



WIRE FRAME VIEW

N.T.S.



SITE LOCATION - AERIAL VIEW

STORE #61956

SCALE: 1/128" = 1'-0"



Design #	0621177A
Sheet	1 of 3
Client	AMC COUNCIL BLUFFS 17
Address	3720 23RD. AVE. COUNCIL BLUFFS, IA 51501
Acct. Rep.	STAN MACRUM
Coordinator	MELANIE DELEON
Designer	B. DAVIS
Date	02/11/19
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision/Date	



chandler signs.com	
National Headquarters	14201 Sovereign Blvd #101 Fort Worth, TX 76155 (817) 342-1000 Fax (817) 342-1001
San Antonio	17315 San Pedro Ave Ste 200 San Antonio, TX 78232 (214) 348-4444 Fax (214) 348-4734
West Coast	3720 Executive Ridge Dr Ste 210 Vista, CA 92081 (760) 734-1788 Fax (760) 734-1752
Northeast US	2101 Tower Road Suite 201 Longville, NY 14026 (516) 897-8800 Fax (516) 897-8878
Florida	2144 Sand Hill Pkwy Circle Oviedo, FL 32767 (407) 440-1144 Fax (407) 414-1144
Georgia	111 Woodstone Place Doraville, GA 30034 (770) 775-8802 Fax (770) 775-8734
South Texas	PO BOX 1100 1000 South Drive Portland, TX 78374 (361) 888-8888 Fax (361) 888-8888

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FINAL ELECTRICAL CONNECTION BY CUSTOMER





EXISTING ELEVATION

SCALE: 1/64" = 1' - 0"



PROPOSED ELEVATION

SCALE: 1/64" = 1' - 0"



Design #	0621177A
Sheet	2 of 3
Client	AMC COUNCIL BLUFFS 17
Address	3220 23RD. AVE. COUNCIL BLUFFS, IA 51501
Acct. Rep. Coordinator	STAN MACRUM MELANIE DELEON
Designer	B. DAVIS
Date	02/11/19
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision/Date	

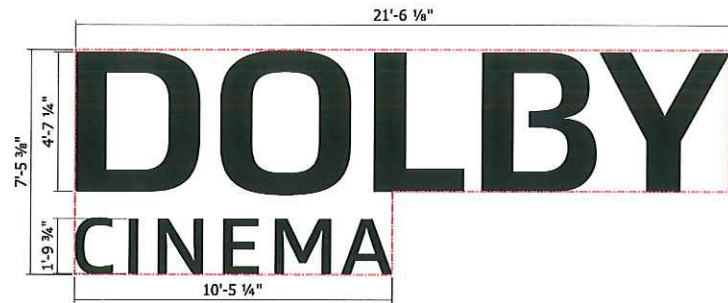


chandler signs.com	
National Headquarters	34201 Sovereign Road #101 Fort Worth, TX 76155 (817) 441-1111 fax (817) 441-1114
San Antonio	17113 San Pedro Ave Ste 200 San Antonio, TX 78232 (214) 441-1111 fax (214) 441-1114
West Coast	3125 Executive Ridge Dr Ste 100 Vista, CA 92081 (760) 744-1111 fax (760) 744-1114
Northeast US	2301 River Road Suite 201 Louisville, KY 40206 (502) 491-1111 fax (502) 491-1114
Florida	2184 Sand Hill Point Circle Deerport, FL 33837 (813) 441-1111 fax (813) 441-1114
Georgia	313 Woodstone Place Doraville, GA 30034 (770) 754-1111 fax (770) 754-1114
South Texas	PO BOX 125 126 Dorval Drive Portland, TX 78374 (361) 441-1111 fax (361) 441-1114

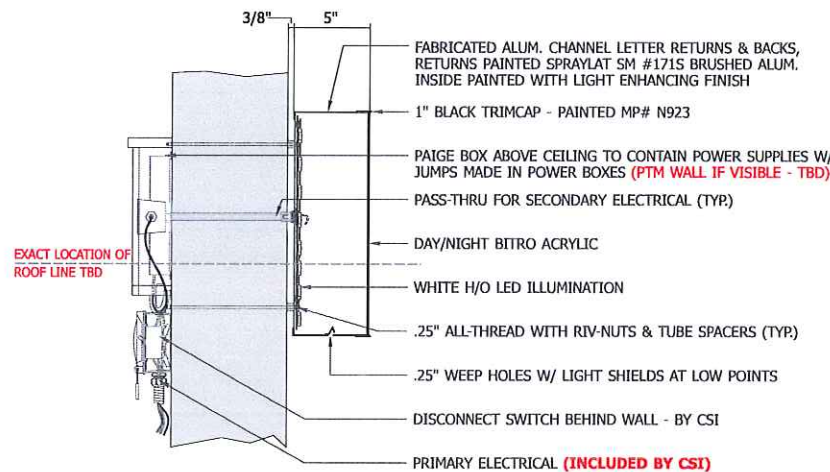
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**FINAL ELECTRICAL
CONNECTION BY
CUSTOMER**

THIS SIGN IS INTENDED TO BE INSTALLED
IN ACCORDANCE WITH ALL RULES OF THE
NATIONAL ELECTRICAL CODE AND/OR OTHER
APPLICABLE ELECTRICAL CODES. THE INSTALLER
PROVIDES WORKING & BONDING OF THE SIGN.
SIGN WILL BE AS USUALLY.



DOLBY FRONT-LIT LETTERS - BLACK SCALE: 1/4" = 1'-0"
 ONE (1) REQUIRED - MANUFACTURE AND INSTALL SQ. FT.: 129.74



REMOTE "DOLBY CINEMAS" LETTER SECTION - EXTERIOR N.T.S.
 WATERPROOF DISCONNECT SWITCH REQUIRED
 (1) 20 AMP. 120v CIRCUIT REQUIRED
 SEAL ALL WALL PENETRATIONS WATERTIGHT



EXISTING SCALE: 3/64" = 1'-0"



PROPOSED SCALE: 3/64" = 1'-0"

NOTE: LETTERS ARE NOT IN TO 40% SQUARE FOOT RANGE
 BUT MATCH IMAX SQUARE FOOTAGE

VERIFY WALL AND LETTER DIMENSIONS
 VERIFY ACCESS BEHIND WALL FOR SERVICE & INSTALL
 VERIFY IF VISIBLE TO PUBLIC & OBTAIN PHOTO OF INTERIOR BEHIND WALL,
 VERIFY HEIGHT FROM FLOOR TO BOTTOM OF ROOF & DROP CEILING, & TOP OF PARAPET TO ROOF



Design #	0621177A
Sheet	3 of 3
Client	AMC COUNCIL BLUFFS 17
Address	3220 23RD. AVE. COUNCIL BLUFFS, IA 51501
Acct. Rep.	STAN MACRUM
Coordinator	MELANIE DELEON
Designer	B. DAVIS
Date	02/11/19
Approval / Date	
Client	
Sales	
Estimating	
Art	
Engineering	
Landlord	
Revision/Date	



chandler signs.com	
National Headquarters	14701 Somersley Road #101 Fort Worth, TX 76155 (817) 340-1111 Fax (817) 340-1112
San Antonio	17913 San Pedro Ave Ste 200 San Antonio, TX 78232 (214) 340-1111 Fax (214) 340-1112
West Coast	101-100 Vista, CA 92081 (760) 340-1111 Fax (760) 340-1112
Northeast US	2301 River Road Suite 201 Rochester, NY 43026 (516) 340-1111 Fax (516) 340-1112
Florida	2584 Sand Hill Point Circle Davenport, FL 33827 (888) 340-1111 Fax (888) 340-1112
Georgia	111 Woodstone Place Doraville, GA 30534 (770) 340-1111 Fax (770) 340-1112
South Texas	PO BOX 110 304 Dorval Drive Portland, TX 78374 (512) 340-1111 Fax (512) 340-1112

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**FINAL ELECTRICAL
 CONNECTION BY
 CUSTOMER**
 THIS SIGN IS INTENDED TO BE INSTALLED
 IN ACCORDANCE WITH THE IBC AND THE
 NATIONAL ELECTRICAL CODE AND OTHER
 APPLICABLE ELECTRICAL CODES. THE INSTALLER
 SHALL BE RESPONSIBLE FOR OBTAINING THE
 NECESSARY PERMITS AND ADEQUATE
 SIGN SHALL BE INSTALLED.

RESOLUTION NO. 19-225

A RESOLUTION AMENDING THE PLANNED COMMERCIAL DEVELOPMENT PLAN FOR LOT 1, BLUFFS VISION II SUBDIVISION REPLAT 1 RELATIVE TO ATTACHED SIGNAGE.

WHEREAS, AMC Theaters, represented by Brandon McGeehan, is requesting an amendment to the adopted planned commercial development plan for Lot 1, Bluffs Vision II Subdivision Replat 1, relative to attached signage; and

WHEREAS, The existing attached signage consists of the 144-square foot ‘AMC’ sign and the 132-square foot ‘IMAX’ sign, to a total attached sign area of 276 square feet; and

WHEREAS, AMC Theaters has partnerships with both IMAX and Dolby and to ensure fairness, the ‘DOLBY CINEMA’ signage would encompass the same sign area as the existing ‘IMAX’ sign (132 square feet) and would be used to promote the theater’s Dolby Cinema auditorium. The proposed additional signage for their Dolby Cinema auditorium is as follows:

1. The lettering will be attached to the south elevation of the building, at the opposite end of the ‘IMAX’ sign;
2. The ‘DOLBY’ letters would be 5 feet tall and extend 22 feet, resulting in 110 square feet of sign area;
3. ‘CINEMA’ would be placed beneath ‘DOLBY’ and measure 11 feet in length by 2 feet in height for a 22 square foot sign;
4. The proposed ‘DOLBY CINEMA’ signage would bring the total attached sign area to 408 square feet, exceeding the maximum permitted 312 square feet of sign area; and

WHEREAS, The Community Development Department recommends approval of the proposed amendment to the adopted planned commercial development plan Lot 1, Bluffs Vision II Subdivision Replat 1, relative to attached signage, subject to the following conditions:

1. The maximum total permitted attached sign area shall not exceed 408 feet.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the amendment to the Planned Commercial Development Plan for Lot 1, Bluffs Vision II Subdivision Replat 1, relative to attached signage, is hereby approved.

RESOLUTION NO. _____

PAGE 2

ADOPTED
AND
APPROVED

September 23, 2019.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Legal
Case/Project No.:
Submitted by: Legal Department

Resolution 19-226
ITEM 6.E.

Council Action: 9/23/2019

Description

Resolution approving an eighth location for the display of the Iowa West Foundation's art collection on city property in Tom Hanafan River's Edge Park. The piece known as "Looking Up" will be added to the collection and the rights and duties of the parties shall be as set out in the public art license agreement entered between the City and the Foundation on September 22, 2006.

Background/Discussion

The current version of the statue (33 feet), will be replaced by a 50 foot identical version.

Recommendation

Approval of this Resolution.

ATTACHMENTS:

Description	Type	Upload Date
2006 Public Art Agreement	Agreement	9/16/2019
Resolution 19-226	Resolution	9/18/2019

2006
Mid America Center

PUBLIC ART
LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of SEPTEMBER, 2006, by and between the City of Council Bluffs, Iowa ("City") and Iowa West Foundation ("IWF").

WHEREAS, IWF wishes to publicly display in the City certain works of art on property owned by the City; and

WHEREAS, the City has agreed to allow the display of such public art under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. City hereby grants a license to IWF to install and maintain during the term of the license granted hereunder, certain works of art ("Art") at the locations on City property as specified on Exhibit A attached hereto and incorporated herein. The City further grants a license to IWF, its employees, agents and contractors to enter upon the specific locations identified in Exhibit A from time to time as necessary for the installation, maintenance, repair and removal of the Art. The license to install and maintain the Art and to enter onto City property for such purposes set forth above, shall remain in effect so long as such Art is publicly displayed pursuant to this Agreement. The license granted hereby shall continue for a reasonable time after the termination or expiration of this Agreement to allow for removal of such Art by IWF.

2. IWF agrees, during the term of this Agreement, to maintain at its cost all of the Art installed pursuant to this Agreement in good repair at all times it is on public display pursuant to this Agreement, all without cost to the City, provided, however, that this maintenance obligation shall not require IWF to repair any Art that is damaged beyond reasonable repair by casualty or any other cause. In the event any of the Art is damaged by the negligent act or omission of the City, or any of its employees, agents or contractors, City shall be responsible to all costs incurred by IWF to repair such damage. Except as specifically provided in Section 3 below, IWF shall not be responsible for any mowing, landscape maintenance, or snow and ice removal at the installation sites, all of which shall be performed by the City. IWF shall pay all utility costs to light any Art that IWF decides to illuminate. The obligation of IWF to the City to maintain any of the Art under this Agreement shall end at any time the Art is not publicly displayed as provided herein, and at the time this Agreement expires or is terminated.

3. Locations 1 and 2, as identified in Exhibit A, are not currently maintained by the City at a level suitable for the display of public art. At the time of the installation of the Art at these two locations, or within a reasonable time thereafter, IWF shall, at its cost, improve and landscape these locations to a level IWF deems appropriate for the display of the Art and IWF shall be

responsible for the maintenance of the landscaping installed by IWF at such locations during the time the Art is publicly displayed at such locations pursuant to this Agreement.

4. During the term of this Agreement the Art shall not be moved or relocated by the City from the sites specified on Exhibit A, unless relocation of a particular work of Art is necessitated by construction of a public project, the relocation of the work of Art is necessary to protect it from damage, or the relocation is reasonably necessary due to considerations of public safety. If relocation of any work of Art becomes necessary as permitted by this Agreement, the City and IWF shall attempt to agree upon a new site for such Art on City property within the city limits upon which the particular work of Art can be safely displayed. All reasonable costs associated with such removal and relocation of the work of Art shall be borne by IWF. Any relocation shall be subject to any prior agreement executed by IWF and the artist creating such work of Art regarding relocation of the Art. If the City and IWF cannot agree upon a new location for display of such work of Art, or if such work of Art, in the reasonable judgment of IWF, cannot be safely displayed, the license granted by City for that particular work of Art shall terminate without terminating this Agreement as to the remainder of the Art, and such work of Art shall be removed from such location by IWF.

5. Unless earlier terminated as herein provided, the initial term of the license granted herein shall be three (3) years, and thereafter, the term shall automatically extend for additional terms of one (1) year each, unless either party gives notice to the other party, at least ninety (90) days prior to the end of the then current loan term, that the Agreement shall terminate at the end of the then current license term subject to the removal license referred to in Paragraph 2 above. Upon expiration or termination of this Agreement, IWF shall remove all of the Art from City property. Other than removal of the Art, IWF shall have no obligation to remove any other improvements installed at the Art installation sites.

6. IWF agrees that in the installation and maintenance of the Art, IWF will comply with all applicable city, state and federal laws, ordinances and regulations. Any work performed by IWF or its contractors at the locations licensed hereby shall be coordinated with the City's Public Works Department. IWF and its contractors will comply with the reasonable requirements established by the Public Works Department pertaining to working on public property.

7. At all times while any of the Art is publicly displayed on City property pursuant to the license granted hereby, IWF agrees to maintain a policy or policies of commercial general liability insurance, with coverage limits of at least \$1,000,000, combined single limit for bodily injury and property damage, covering such works of Art. IWF agrees to indemnify City and its employees and agents from any and all loss, damage or claims, including attorneys fees, arising from any bodily injury or property damage caused by such Art, or arising out of the installation or maintenance thereof by IWF.

8. Nothing stated herein shall be deemed to convey any ownership, right or interest in the Art to the City. All right, title and interest in the Art shall at all times remain in IWF. The purpose of this Agreement is solely to allow public display of the Art under the terms and conditions of this Agreement.

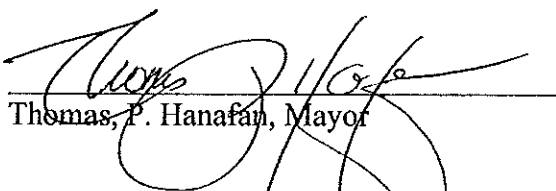
9. IWF may remove from public display any work of Art that IWF reasonably believes is in danger of loss, damage or theft or that presents, in the reasonable judgment of IWF, a risk of injury to the public or a risk to public safety. If so removed, and provided this Agreement is still in effect, the work of Art may be returned by IWF to public display at such location when IWF is reasonably assured that such risk is no longer present.

10. This Agreement shall not be assigned by either party without the prior written consent of the other party hereto. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS of this Agreement, and as an authorized representative of the respective parties, we have affixed our signatures below.

CITY OF COUNCIL BLUFFS, IOWA

IOWA WEST FOUNDATION


Thomas, P. Hanafan, Mayor



Sept 25 - 06
Date

9/27/06
Date

DOCS/750317.2

Conceptual Master Plan

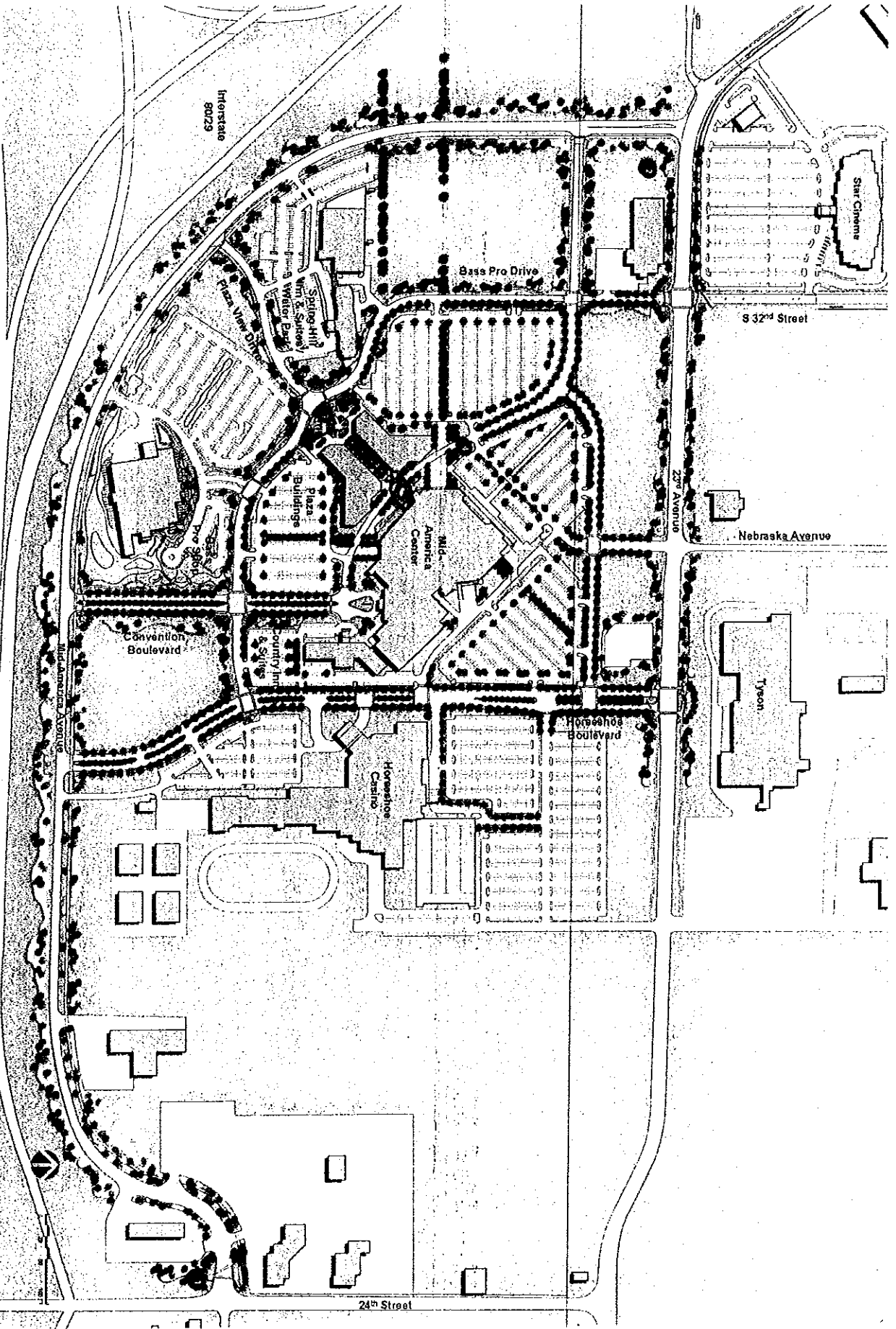


EXHIBIT A page 202 (LOCATIONS 1-5)
OF 9



theHOKPlanningGroup

MAC Streetscape Plan

June 2005

IOWA WEST Foundation





600ft x 600ft

Click any parcel to go to its web page
More data on map at GIS web site

Yahoo Driving Directions: To or From the courthouse.

As of:

Assessment Roll

[Find Property](#) [Res Sales](#) [Com DOVs](#) [Comp Sales; :--!>](#)

EXHIBIT A Page 1 (Squares 6+7)

EXHIBIT A
PAGE 3
LOCATION ①
"INTERSTATE"
ARTIST BILL H200



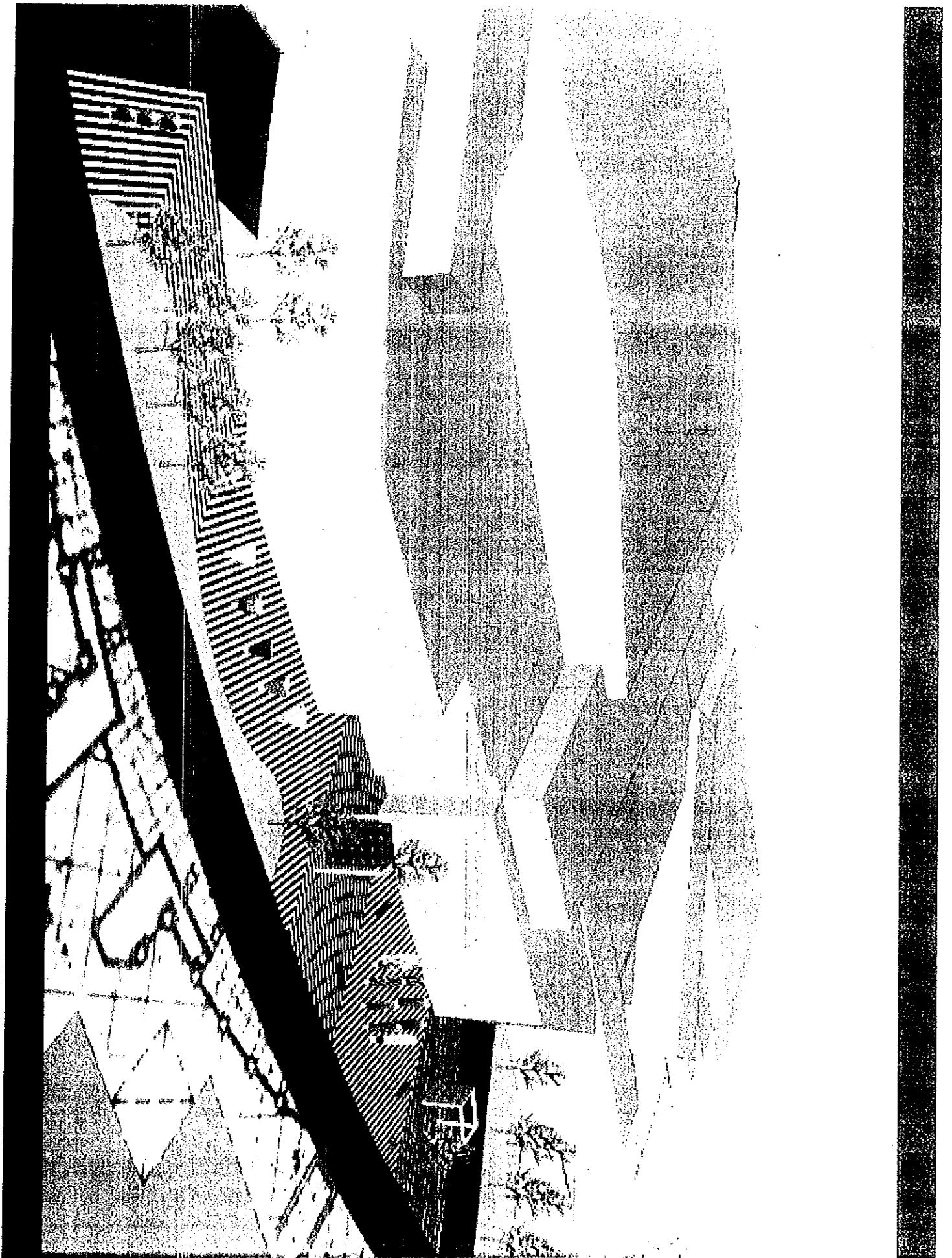


Exhibit A
page 4
located at
"Exhibit A"



Exhibit 1
Page 6
LORD WILSON
MORRIS
ARREST





EXISTING A page 1 Location (2) ARTIST JIMMY HARRIS
GRAPHIC PAPERS & DRAWINGS

Phase III-Option A: One 96" Cast-Bronze Rabbit Head

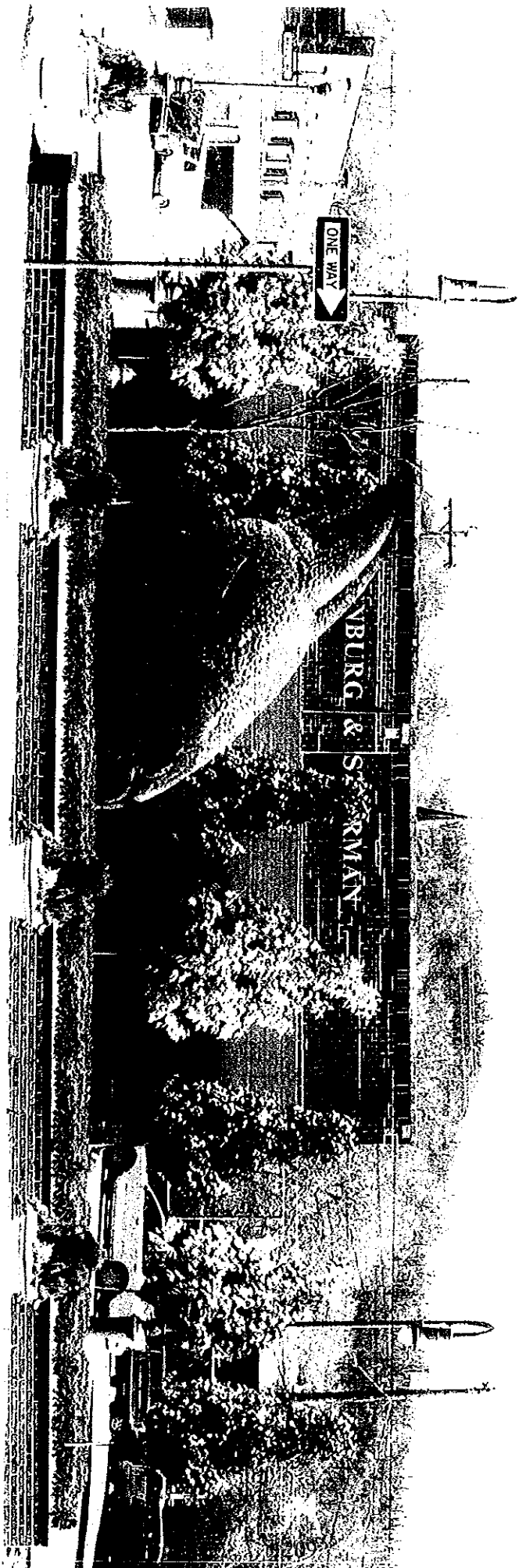


EXHIBIT A
Page 8

LOCATION (B)

(1) 96" RABBIT HEAD

ARTIST DEBORAH
MASUNGA

Phase I: ~~Six~~ ^{Two} 96" Cast-Bronze Rabbit Heads (Detail)

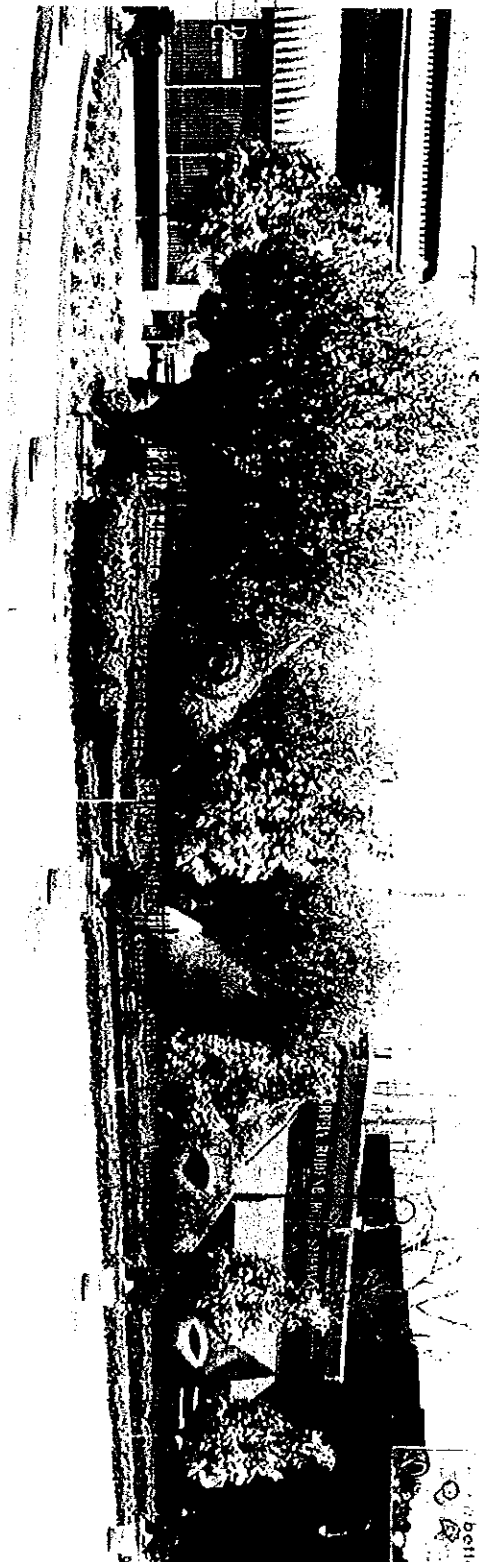


EXHIBIT A
page 9

LOCATED ⑦

2) 96" RABBIT HEADS

ARTIST DEBORAH PASQUO

RESOLUTION NO. 19-226

A RESOLUTION APPROVING AN EIGHTH LOCATION FOR THE DISPLAY OF THE IOWA WEST FOUNDATION’S ART COLLECTION ON CITY PROPERTY IN TOM HANAFAN RIVER’S EDGE PARK. THE PIECE KNOWN AS “LOOKING UP” WILL BE ADDED TO THE COLLECTION AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE AS SET OUT IN THE PUBLIC ART LICENSE AGREEMENT ENTERED BETWEEN THE CITY AND THE FOUNDATION ON SEPTEMBER 22, 2006.

WHEREAS, A 33 foot tall version of “Looking Up” had been approved to be located at River’s Edge Park on a temporary basis earlier this year. The Iowa West Foundation has expressed an interest in having a 50 foot replica of this same statute placed at or near this same location on a more permanent basis; and

WHEREAS, Under the terms of the 2006 License Agreement, the Iowa West Foundation shall be responsible for the acquisition, installation, maintenance and just about every other cost associated with this piece of art being displayed, including the cost of insurance; and

WHEREAS, This council considers it to be in the best interest of the City of Council Bluffs to make this eighth location available to the Iowa West Foundation under the terms and conditions set out above.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the eighth location for the display of the Iowa West Foundation’s art collection is hereby approved.

ADOPTED
AND
APPROVED

September 23, 2019.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Finance
Case/Project No.: FY19
Submitted by: Kathryn Knott

Resolution 19-227
ITEM 6.F.

Council Action: 9/23/2019

Description

Resolution approving the City Street Financial Report ending June 30, 2019

Background/Discussion

The City of Council Bluffs is required to prepare and submit to the Iowa Department of Transportation an annual report showing all receipts and expenditures for road maintenance and road construction. All revenue and expenditures are summarized on the City Street Financial Report for fiscal year 2019.

Recommendation

The City Council approves the City Street Financial Report as attached.

ATTACHMENTS:

Description	Type	Upload Date
City Street Financial Report	Resolution	9/11/2019
Resolution 19-227	Resolution	9/18/2019



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Name
COUNCIL BLUFFS
City Number
1642

City Street Financial Report

Report Generated
9/11/2019 9:47 AM
Fiscal Year
2019
Sheet
1 of 13

Cover Sheet

Now therefore let it be resolved that the city council COUNCIL BLUFFS, Iowa
(City Name)

On 09/23/2019 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2018 to June 30, 2019
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Lynn Rutledge, Accountant I	lrutledge@councilbluffs-ia.gov	209 Pearl St	Council Bluffs, Ia	51503-0000
Hours	Phone	Extension	Phone(Altenative)	
8:00 A.M to 5:00 P.M.	712-890-5314		712-890-5303	

Preparer Information

Name	E-mail Address	Phone	Extension
Lynn Rutledge	lrutledge@councilbluffs-ia.gov	712-890-5314	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Matthew Walsh	mw Walsh@councilbluffs-ia.gov	209 Pearl St	Council Bluffs, Ia	51503-0000
Phone	Extension			
712-890-5269				

Resolution Number _____

Matthew J. Walsh
Signature Mayor

Jodi Quakenbush
Signature City Clerk



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Name
COUNCIL BLUFFS
City Number
1642

City Street Financial Report

Report Generated
9/11/2019 9:47 AM
Fiscal Year
2019
Sheet
2 of 13

Summary Statement Sheet

Column 1
Road use
Tax Fund

Column 2
Other Street
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

A.BEGINNING BALANCE				
1. July 1 Balance	\$5,224,125	\$9,234,942	\$0	\$14,459,067
2. Adjustments (Note on Explanation Sheet)	\$0	\$0	\$0	\$0
3. Adjusted Balance	\$5,224,125	\$9,234,942	\$0	\$14,459,067
B. REVENUES				
1. Road Use Tax	\$8,039,228			\$8,039,228
2. Property Taxes		\$0	\$2,779,813	\$2,779,813
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$7,711,750	\$0	\$7,711,750
5. Proceeds from Bonds,Notes, and Loans		\$0	\$0	\$0
6. Interest Earned		\$0	\$0	\$0
7. Total Revenues (Lines B1 thru B6)	\$8,039,228	\$7,711,750	\$2,779,813	\$18,530,791
C. Total Funds Available (Line A3 + Line B7)	\$13,263,353	\$16,946,692	\$2,779,813	\$32,989,858

Column 1
Road use
Tax Fund

Column 2
Other Street
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$6,954,591	\$0	\$0	\$6,954,591
2. Snow and Ice Removal	\$769,780	\$0	\$0	\$769,780
E.Construction, Reconstruction and Improvements				
1. Engineering	\$559,847	\$1,343,541	\$0	\$1,903,388
2. Right of Way Purchased	\$0	\$610,362	\$0	\$610,362
3. Street/Bridge Construction	\$3,123,130	\$7,410,591	\$0	\$10,533,721
4.Traffic Services	\$0	\$747,774	\$0	\$747,774
F. Administration	\$299,876	\$199,249	\$0	\$499,125
G. Equipment	\$274,684	\$0	\$0	\$274,684
H. Miscellaneous		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$2,311,650	\$2,311,650
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$468,163	\$468,163
TOTALS				
K. Total Expenses (Lines D thru J)	\$11,981,908	\$10,311,517	\$2,779,813	\$25,073,238
L. Ending Balance (Line C-K)	\$1,281,445	\$6,635,175	\$0	\$7,916,620
M. Total Funds Accounted For (K + L = C)	\$13,263,353	\$16,946,692	\$2,779,813	\$32,989,858



Form 517007 {5-2019}
Office of Local Systems
Ames, IA 50010

City Name
COUNCIL BLUFFS
City Number
1642

City Street Financial Report

Report Generated
9/11/2019 9:47 AM
Fiscal Year
2019
Sheet
3 of 13

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
191---Licenses and Permits	\$377,693.00	\$0.00
170---Reimbursements (misc.)	\$39,446.00	\$0.00
181---Junk and Old	\$12,789.00	\$0.00
190---Other Miscellaneous	\$2,062,467.00	\$0.00
174---Sales Tax / Local Option	\$1,104,195.00	\$0.00
122---RISE Funds	\$258,094.00	\$0.00
192---Donations	\$1,825,693.00	\$0.00
123---Various State Grants	\$22,454.00	\$0.00
124---Iowa DOT	\$1,705,882.00	\$0.00
115---Other Governments (misc.)	\$303,037.00	\$0.00
Line B4 Totals	\$7,711,750.00	\$0.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



Form 517007 {5-2019}
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Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
<input type="checkbox"/>	General Obligation	Street Improvements	101	12/13/2016	\$6,095,000	6	2026	\$5,995,000	\$100,000	\$145,450	\$6,000	\$8,727	\$5,895,000
<input type="checkbox"/>	General Obligation	Street Improvements	102	06/11/2018	\$22,605,000	19	2038	\$22,605,000	\$1,360,000	\$948,482	\$258,400	\$180,212	\$21,245,000
<input type="checkbox"/>	General Obligation	Street Improvements	103	08/03/2017	\$9,540,000	14	2037	\$8,850,000	\$460,000	\$272,425	\$64,400	\$38,140	\$8,390,000
<input type="checkbox"/>	General Obligation	Paving & Construction	303	04/29/2014	\$7,630,000	60	2025	\$4,990,000	\$575,000	\$135,238	\$345,000	\$81,143	\$4,415,000
<input type="checkbox"/>	General Obligation	Paving & Construction	305	03/24/2015	\$3,620,000	82	2021	\$2,265,000	\$730,000	\$59,900	\$598,600	\$49,118	\$1,535,000
<input type="checkbox"/>	General Obligation	Paving & Construction	307	10/21/2011	\$3,165,000	60	2019	\$490,000	\$490,000	\$9,800	\$294,000	\$5,880	\$0
<input type="checkbox"/>	General Obligation	Paving & Construction	308	04/24/2012	\$4,095,000	35	2019	\$495,000	\$495,000	\$7,575	\$173,250	\$2,651	\$0
<input type="checkbox"/>	General Obligation	Paving & Construction	322	11/28/2012	\$14,880,000	35	2027	\$8,725,000	\$880,000	\$261,750	\$308,000	\$91,612	\$7,845,000
<input type="checkbox"/>	General Obligation	Paving & Construction	323	05/15/2013	\$2,535,000	60	2020	\$890,000	\$440,000	\$17,800	\$264,000	\$10,680	\$450,000
		New Bond Totals			\$0	\$0	Totals	\$55,305,000	\$5,530,000	\$1,858,420	\$2,311,650	\$468,163	\$49,775,000



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Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year ☐

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
19-09 E Manawa Sewer Reb VII	\$1,136,719	RDWY	Yes	Blackhawk from Victor to Huron Circle and Aztec from Huron Circle to Victor. 0.21 miles.
19-07 Kenmore/Harrison San Sew	\$316,643	RDWY	Yes	Kenmore Ave between Kenmore Cir and Keeline Dr; Harrison north of Kanesville. 0.07 miles.
18-12 S 1st Rehab Ph VIII	\$973,648	RDWY	Yes	Stutsman from E. Pierce to Platner; Voorhis from Stutsman to dead end; Platner from Grace to Stutsman. 0.20 miles.
17-20 W Broadway Recon Ph I	\$6,073,879	RDWY	Yes	36th Street east to 33rd Street. 0.36 miles.
17-11 Gifford Rd and S 19 Ext	\$2,065,720	RDWY	Yes	710 feet of Gifford Road and 1,880 feet of South 19th St. 0.49 miles.
15-20B E Broadway Realign	\$686,194	RDWY	Yes	Intersection of East Broadway and Kanesville Blvd. 0.02 miles.
15-19 10th St Bridge Indian Cr	\$2,496,296	RDWY	Yes	Creek Top between 9th and 10th Streets. 0.08 miles.

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
19-09 E Manawa Sewer Reb VII	Compass Utility	\$1,092,600	\$4,163	\$0	\$0	\$0	\$0	\$1,096,763
19-07 Kenmore/Harrison San Sew	Bluffs Paving	\$380,938	-\$34,768	\$0	\$0	\$0	\$0	\$346,170
18-12 S 1st Rehab Ph VIII	Carley Construction	\$805,958	-\$6,526	\$0	\$0	\$0	\$0	\$799,432
17-20 W Broadway Recon Ph I	Hawkins Construction	\$6,131,697	-\$62,251	\$0	\$0	\$0	\$0	\$6,069,446
17-11 Gifford Rd and S 19 Ext	Compass Utility	\$1,604,287	-\$228,737	\$0	\$0	\$0	\$0	\$1,375,550
15-20B E Broadway Realign	Bluffs Paving	\$910,566	-\$48,636	\$0	\$0	\$0	\$0	\$861,930
15-19 10th St Bridge Indian Cr	Hawkins Construction	\$2,563,804	-\$34,600	\$0	\$0	\$0	\$0	\$2,529,204



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
AR160	2003	Ford F-150 4x4 Pickup	\$18,461	\$0		\$0		No	NOCH
AR161A	2012	Isuzu Truck Mounted Paint Striper	\$177,154	\$0		\$0		No	NOCH
AR400A	1999	Ford F-250 Utility box/power	\$16,976	\$0		\$0		No	NOCH
AR401A	2014	Chevy Silverado 1500 Crew Cab LT	\$31,594	\$0		\$0		No	NOCH
AR402A	2014	Ford F-350 Reg Cab DRW 4x4	\$47,504	\$0		\$0		No	NOCH
AR403	2008	Ford Ranger	\$15,051	\$0		\$0		No	NOCH
AR406A	2012	Ford F-150 1/2 ton Pickup	\$23,082	\$0		\$0		No	NOCH
AR407	2006	Ford F-150 Reg Cab	\$26,040	\$0		\$0		No	NOCH
AR408A	2014	Ford F-350 4x2 Reg Cab	\$41,955	\$0		\$0		No	NOCH
AR409	2011	Chevrolet Silverado Extended Cab 4x4	\$24,475	\$0		\$0		No	NOCH
AR412	2007	GMC Classic Sierra Crew Cab	\$26,027	\$0		\$0		No	NOCH
AR420A	2001	Ford F-150	\$16,027	\$0		\$0		No	SOLD
AR431	1999	Ford F-250	\$16,276	\$0		\$0		No	NOCH
AR436A	2004	Chevy Silverado 4x4 1500	\$16,348	\$0		\$0		No	NOCH
AR625A	2009	Ford F-350	\$26,500	\$0		\$0		No	NOCH
AS637A	2012	Ford F-150 1/2 ton Pickup	\$23,620	\$0		\$0		No	NA
BR411	2008	International Flat Bed Truck	\$64,500	\$0		\$0		No	NOCH
BR411A	2007	Sulair Air Compressor 185 cfm	\$13,989	\$0		\$0		No	NOCH
BR415	2004	International Dump with Wing Plow 218	\$86,094	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
BR418	2005	International 7400 Dump Truck	\$96,851	\$0		\$0		No	NOCH
BR424	2006	International Dump Truck (belly / tank)	\$99,800	\$0		\$0		No	NOCH
BR427	2007	International Dump Truck (belly)	\$89,758	\$0		\$0		No	NOCH
BR437A	2013	International 7400 Hook Truck	\$183,345	\$0		\$0		No	NOCH
BR442A	2011	International Dump Truck	\$136,680	\$0		\$0		No	NOCH
BR443A	2013	International 7400 Dump Truck	\$194,088	\$0		\$0		No	NOCH
BR469A	2016	International 7400 Dump Truck	\$82,525	\$0		\$0		No	NOCH
BR485A	2010	International Work Star Hook Truck	\$104,632	\$0		\$0		No	NOCH
BR486A	2015	International 7400 Dump Truck	\$158,730	\$0		\$0		No	NOCH
BR487A	2011	International Dump Truck	\$135,451	\$0		\$0		No	NOCH
BR490	2015	International 7600 6x4 Tandem Dump Truck	\$260,804	\$0		\$0		No	NOCH
BR615	2004	International Dump Truck	\$74,785	\$0		\$0		No	NOCH
BRC17	1995	Mack Tandem Semi-Tractor	\$9,500	\$0		\$0		No	NOCH
BS438A	2013	International 7400 Dump Truck	\$137,019	\$0		\$0		No	NOCH
DR435	2015	Bobcat E-55 Compact Excavator	\$66,927	\$0		\$0		No	NOCH
DR464	1990	Bomag BW138AD Tandem Roller	\$43,040	\$0		\$0		No	NOCH
DR466	1998	Dynapac Steel On Rubber Tire Roller	\$22,764	\$0		\$0		No	SOLD
DR477	2008	Stepp SPH Asphalt Hot Box	\$17,935	\$0		\$0		No	NOCH
DR478	2010	Stepp 3 yd. Asphalt Pre-Heater	\$35,415	\$0		\$0		No	NOCH
DR479	2011	Cimline Crack Sealer	\$39,950	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
DR480	2012	Falcon 4 Ton Asphalt Recycler	\$39,591	\$0		\$0		No	NOCH
DR481	2015	LeeBoy 8515C Asphalt Paver	\$186,750	\$0		\$0		No	NOCH
DR498	2014	Sullair S185 Compressor	\$20,326	\$0		\$0		No	NOCH
DR499	1990	Tennant Sweeper M6500	\$19,783	\$0		\$0		No	NOCH
ER410A	2012	JCB Backhoe	\$100,900	\$0		\$0		No	NOCH
ER444	2014	Komatsu GD655-5 Motor Grader	\$200,278	\$0		\$0		No	NOCH
ER473	2009	Johnston Sweeper	\$150,000	\$0		\$0		No	NOCH
ER632A	2013	Elgin MegaWind Vacuum Sweeper	\$242,506	\$0		\$0		No	NOCH
ER635	2000	Freightliner Flusher Truck FL70	\$76,705	\$0		\$0		No	NOCH
ES626	2001	Hyundai Loader HL 760	\$95,135	\$0		\$0		No	NA
MR13	2012	Addco Message Board	\$8,550	\$0		\$0		No	NOCH
MR26	2012	Arrow Board Trailer (Solar powered)	\$5,297	\$0		\$0		No	NOCH
MR27	2004	Addco D.O.T. Sign Trailer (Solar powered)	\$26,177	\$0		\$0		No	NOCH
MR28	2004	Addco D.O.T. Sign Trailer (Solar powered)	\$26,177	\$0		\$0		No	NOCH
MR29	2010	Portable Signal Light (Master)	\$29,975	\$0		\$0		No	NOCH
MR29A	2010	Portable Signal Light (Slave)	\$29,775	\$0		\$0		No	NOCH
MR36	1984	Lowboy Trailer w/ directional arrow	\$7,000	\$0		\$0		No	NOCH
MR404	1991	LeRoi Air Compressor 185 cfm	\$8,750	\$0		\$0		No	NOCH
MR412	2014	ARS 4'x4' Split-Channel Portable Asphalt Htr	\$6,000	\$0		\$0		No	NOCH
MR41A	2014	Towmaster TC14 Deck Over Trailer	\$8,542	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
MR420	2008	26" Husqvarna Concrete Saw	\$10,968	\$0		\$0		No	NOCH
MR422	1990	Towmaster T16 Trailer/Asphalt Paver	\$7,235	\$0		\$0		No	NOCH
MR433	2015	Coneqtec Asphalt Cold Planer	\$13,916	\$0		\$0		No	NOCH
MR435	2015	E55 Excavator Breaker	\$6,352	\$0		\$0		No	NOCH
MR441	2005	Bobcat 24" Planer (Concrete/Asphalt)	\$11,000	\$0		\$0		No	NOCH
MR441C	2008	Hydraulic Breaker	\$5,732	\$0		\$0		No	NOCH
MR51	2007	Minnick Dowel Drill	\$6,559	\$0		\$0		No	NOCH
MR54	1999	Towmaster Roller Trailer	\$7,105	\$0		\$0		No	NOCH
MR57	2009	Towmaster Trailer	\$5,465	\$0		\$0		No	NOCH
MR59	2010	Metal Forms Concrete Screed	\$10,560	\$0		\$0		No	NOCH
MR648	2011	Bobcat Breaker	\$6,352	\$0		\$0		No	NOCH
MS613	2004	Sullivan Air Compressor 185 cfm	\$9,120	\$0		\$0		No	NA
AR154B	2015	Chevy Silverado 1500 1/2 ton pickup 4x4 - 5.3L	\$28,591	\$0		\$0		No	NOCH
BR491	2017	International 7600 Tandem Dump Truck	\$253,103	\$0		\$0		No	NOCH
MR58A	2016	EDCO 8" Walk Behind Scarifier	\$5,000	\$0		\$0		No	NOCH
BR492	2017	International 7600 6x4 Tandem Dump Truck	\$253,103	\$0		\$0		No	NOCH
MR423	2015	Felling 50' Deckover Tilt Trailer	\$41,165	\$0		\$0		No	NOCH
DR482	2015	KM T-2 Asphalt Recycler	\$83,170	\$0		\$0		No	NOCH
MR16	2012	Addco Message Board	\$8,550	\$0		\$0		No	NOCH
MR48	2007	Minnick Pin Drill A1	\$7,755	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
MR48A	2009	Minnick Dower Drill A-1-48	\$7,755	\$0		\$0		No	NOCH
AR414	2001	Ford F350 Flatbed	\$21,359	\$0		\$0		No	NOCH
BR413A	2017	International 7400 SBA Dump Truck	\$161,700	\$0		\$0		No	NOCH
DR432C	2016	Case Tractor Loader	\$77,599	\$0		\$0		No	NOCH
ER440B	2016	Case Articulated Wheel Loader	\$157,212	\$0		\$0		No	NOCH
ER450	2016	Case Articulated Wheel Loader	\$154,271	\$0		\$0		No	NOCH
ER454A	2016	John Deere AWD Motor Grader	\$218,727	\$0		\$0		No	NOCH
DR441I	2016	Bobcat Track Loader	\$61,008	\$0		\$0		No	NOCH
BR419A	2018	International 7400 4x4 Dump Truck	\$211,266	\$0		\$0		No	NOCH
BR488A	2018	International 7600 6x4 Dump Truck	\$193,342	\$0		\$0		No	NOCH
BS489A	2018	International 7600 6x4 Dump Truck	\$122,689	\$0		\$0		No	NOCH
DR647J	2017	Bobcat S650 Skid Steer Loader	\$42,351	\$0		\$0		No	SOLD
DR648F	2017	Bobcat Skid Steer Loader	\$42,351	\$0		\$0		No	SOLD
AR152	2014	Ford F-150 1/2 Ton Supercab 4x4	\$24,280	\$0		\$0		No	NOCH
AR150	2016	Ford F550 40' Aerial Platform Truck	\$124,374	\$0		\$0		No	NOCH
AR151	2012	Dodge Ram 4500 HD - 6.7 L	\$36,893	\$0		\$0		No	NOCH
AR156	2016	Chevrolet Colorado Ext Cab Pickup	\$23,924	\$0		\$0		No	NOCH
AR158	2012	Dodge Ram 4500 HD	\$36,893	\$0		\$0		No	NOCH
AR159	2017	Ford F-350 One Ton Flatbed Truck	\$58,999	\$0		\$0		No	NOCH
AR201	2014	Ford Explorer - 3.5 L	\$26,371	\$0		\$0		No	NOCH



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Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
AR220	2010	Ford Escape Truck - 3.0 L	\$20,853	\$0		\$0		No	NOCH
AR451	2014	Ford F-150 1/2 Ton Supercab 4x4	\$24,280	\$0		\$0		No	NOCH
BR314	2002	International 4200 Service Truck	\$74,032	\$0		\$0		No	NOCH
ER313	1991	Toyota Forklift	\$9,500	\$0		\$0		No	NOCH
DR466	2018	Case DV36 Double Steel Roller	\$54,969	\$0		\$0		No	NEW
DR647K	2018	Bobcat S650 Skid Steer Loader	\$41,465	\$0		\$0		No	NEW
DR648G	2018	Bobcat Skid Steer Loader	\$41,465	\$0		\$0		No	NEW
AR153	2003	Chevy Express G2500 Van	\$15,675	\$0		\$0		No	NOCH



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Explanation Sheet

Comments



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Monthly Payment Sheet

Month	Road Use tax Payments
July	\$593,473.98
August	\$940,930.67
September	\$902,841.40
October	\$557,795.84
November	\$697,699.36
December	\$706,371.96
January	\$678,972.95
February	\$672,860.96
March	\$548,047.85
April	\$338,682.96
May	\$750,227.76
June	\$651,321.82
Totals	\$8,039,227.51

RESOLUTION
NO. 19-227

A Resolution approving the City Street Financial Report ending June 30, 2019.

- WHEREAS, the City of Council Bluffs is required to prepare and submit to the Iowa Department of Transportation an annual report showing all street receipts and expenditures for the City for the previous fiscal year ending June 30, 2019; and
- WHEREAS, the City Street Financial Report must be received and approved by the Iowa Department of Transportation by September 30, 2019; and
- WHEREAS, it is in the best interest of the City of Council Bluffs, Iowa, for the City Council to approve said report.

NOW, THEREFORE, BE IT RESOLVED,
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA,

The City Council further directs the Finance Director to submit the City Street Financial Report to the Iowa Department of Transportation.

ADOPTED
AND
APPROVED

September 23, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: City Clerk
Case/Project No.:
Submitted by:

Liquor Licenses
ITEM 7.A.

Council Action: 9/23/2019

Description

1. Barleys, 114 W Broadway (Special Event) (Contingent on Department approval)
2. Bertha's, 1322 N 16th St
3. Full Fledge Brewing Company, 40 Arena Way, Ste 2 (Special Event)
4. Texas Roadhouse, 3231 S 24th St

Background/Discussion

03-02-19—At 10:26 pm, Officers were dispatched to Bertha's for a man refusing to leave the bar. The incident was handled by the Officers, with no reports or arrests being made.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Liquor License Application 9.23.19	Other	9/16/2019
Liquor License Applications 9.23.19	Other	9/16/2019



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION

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<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE _____	Local Amt _____	
FIRE _____	Endorsed _____	
BUILDING _____	Issued _____	
ZONING _____	Expires _____	
Council		9.23.19

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▶ Privilege Outdoor Service

▶ Applicant Signature

▶ Dram Cert

▶ Local Endorse

Outdoor Service Privilege LC0031431, Barley's, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

An Outdoor Service Area is a designated area that is adjacent to the licensed premises. The Application is to be used only if adding Outdoor Service Area Privilege after the original license has been issued. If Outdoor Service Area Privilege is requested at license renewal, mark the appropriate box on the renewal Privileges screen.

After approval the Iowa Alcoholic Beverages Division, an amended license will be mailed to the Local Official.

Outdoor Service area dates (must fall within license period)

From: 10/05/2019 MM/DD/YYYY
To: 10/05/2019 MM/DD/YYYY

Submit to the Local Authority the Outdoor Service Area Dram Shop Endorsement. Endorsement dates must correspond with the requested outdoor service dates. (Accord certificates are not accepted).

Explain how the boundaries of the Outdoor Service Area are designated (fence, barricades, etc.)

extending property line in rear of building for beer garden that will be fenced

Submit a sketch to the Local Authority on 8 1/2 x 11" white paper of the outdoor service area showing its relationship to the licensed premises. If a taper wagon, beer truck etc. is being used, attach a copy of the rental receipt.

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Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

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<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>CW</u>	Local Amt _____	
FIRE <u>AT</u>	Endorsed _____	
BUILDING <u>SK</u>	Issued _____	
ZONING <u>DA</u>	Expires _____	
		Council <u>9.23.19</u>

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- ▶ **Applicant**
- ▶ Status Of Business
- ▶ Ownership
- ▶ Criminal History
- ▶ Premises
- ▶ General Premises
- ▶ Applicant Signature
- ▶ Dram Cert
- ▶ Local Endorse
- ▶ History

Applicant LC0037970, Bertha's, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor: Puhner LLC (Sole Proprietorship, Partnership, Corporation, etc.)
 Name/Partnership Name(s):
 Name of Business (D/B/A): Bertha's

Address of Premise: 1322 North 16th Street

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 256-2476

Cell / Home Phone: (308) 227-9195

Same Address

Mailing Address: 1322 North 16th Street

Mailing Address Line 2: _____

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Craig Steppuhn

Phone: (308) 227-9195

Email Address: goforthgirls@netscape.net

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Contact Us

Iowa Alcoholic Beverages Division
 1918 SE Hulsizer Road, Ankeny, IA 50021
 Toll Free 866.IowaABD (866.469.2223)
 Local 515.281.7400

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<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE <u>cm</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>SR</u>	Issued _____	
ZONING <u>C2</u>	Expires _____	
		Council <u>9-23-19</u>

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- Privilege Outdoor Service
- Applicant Signature
- Dram Cert
- Local Endorse

Outdoor Service Privilege BB0038405, Full Fledged Brewing Company, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

An Outdoor Service Area is a designated area that is adjacent to the licensed premises. The Application is to be used only if adding Outdoor Service Area Privilege after the original license has been issued. If Outdoor Service Area Privilege is requested at license renewal, mark the appropriate box on the renewal Privileges screen.

After approval the Iowa Alcoholic Beverages Division, an amended license will be mailed to the Local Official.

Outdoor Service area dates (must fall within license period)

From: 10/12/2019 MM/DD/YYYY
To: 10/12/2019 MM/DD/YYYY

Submit to the Local Authority the Outdoor Service Area Dram Shop Endorsement. Endorsement dates must correspond with the requested outdoor service dates. (Accord certificates are not accepted).

Explain how the boundaries of the Outdoor Service Area are designated (fence, barricades, etc.)

We will use crowd control steel barriers (fencing) to designate the boundaries of the outdoor service area.

Submit a sketch to the Local Authority on 8 1/2 x 11" white paper of the outdoor service area showing its relationship to the licensed premises. If a taper wagon, beer truck etc. is being used, attach a copy of the rental receipt.

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<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
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Applicant LC0037971, Texas Roadhouse, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

- ▶ License
- ▶ Privileges
- ▶ Applicant
- ▶ Status Of Business
- ▶ Ownership
- ▶ Criminal History
- ▶ Premises
- ▶ General Premises
- ▶ Applicant Signature
- ▶ Dram Cert
- ▶ Local Endorse
- ▶ History

Corporation Name/Sole Proprietor Name/Partnership Name(s): Texas Roadhouse Holdings LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Texas Roadhouse

Address of Premise: 3231 South 24th Street

Address Line 2:

City: Council Bluffs

County: Iowa

Zip: 51503

Business Phone: (502) 426-9984

Cell / Home Phone:

Same Address

Mailing Address: 6040 Dutchmans Lane

Mailing Address Line 2: Attn: Licensing

City: Louisville

Zip: 40205

State: Kentucky

Contact Name: Laura Young

Phone: (502) 638-5469

Email Address: laura.young@texasroadhouse.com

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SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 09/10/2019 through June 30, 2020

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

Business Information:

Trade Name/DBA: Super Quick Stop

Physical Location Address: 2800 Twin city Dr City: Council Bluffs ZIP: 51501

Mailing Address: 2800 Twin city Dr City: Council Bluffs State: IA ZIP: 51501

Business Phone Number: (712) 366 2375

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP: Blue Mile

Mailing Address: 2800 Twin city Dr City: Council Bluffs State: IA ZIP: 51501

Phone Number: (712) 366 2375 Fax Number: () Email: amisganew@gmail.com

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☐

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

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

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Biset Misganew

Signature: Biset

Date: 09/10/2019

Name (please print): Negus Gebremariam

Signature: Negus

Date: 09/10/2019

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$75.00
- Fill in the date the permit was approved by the council or board: 9.23.19
- Fill in the permit number issued by the city/county: 741458
- Fill in the name of the city or county issuing the permit: Council Bluffs

X NEW

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

- Email: ianledna@iowaahd.com

NOISE VARIANCE REQUEST

APPLICATION DATE: 8/22/2019
REQUESTING PERSON:
NAME: Meribah Moore-Christensen
MAILING ADDRESS: 73 Lakewood Villa St.
CB IA 51501
PHONE NUMBER: 402-669-4011
EMAIL: meribahmoore@gmail.com
ORGANIZATION/EVENT: 80's Neighborhood Block Party
EVENT LOCATION: 73 Lakewood Villa St, CB IA 51501
EVENT DATE: 9-28-2019
EVENT TIME: 3pm-11pm

EXPLAIN SOURCE OF NOISE AND SPECIFIC HOURS OF NOISE:
80s music played on PA system outside for Neighborhood Block Party with 712 Initiative Block Party Trailer.

Please return to the City Clerk's Office, 209 Pearl Street, Ste 102, Council Bluffs, IA 51503
Phone Number: 712-890-5261

Please Note: This application is approved/disapproved by the City Council. Applications **MUST** be received 15 days before the event, to ensure enough time to be reviewed by City Council.

City Council met on _____, 20____, regarding this application requesting noise variance as described above.

APPROVED ()
DISAPPROVED ()
APPROVED WITH STIPULATION ()

The Police have the authority to cease music or require reduction of volume for the remainder of event if complaints are received.

City Clerk

Date