



**Study Session Agenda  
City of Council Bluffs, Iowa  
November 9, 2020, 3:45 PM  
Council Chambers, 2nd Floor, City Hall  
209 Pearl Street**

**STUDY SESSION AGENDA**

- A. Review Agenda
- B. Council Communication Format Discussion



**Council Agenda, City of Council Bluffs, Iowa  
Regular Meeting November 9, 2020, 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 and tape recordings of these proceedings to be incorporated into the official minutes.
- B. Reading, correction and approval of the October 26, 2020 City Council Meeting Minutes.
- C. Resolution 20-263  
Resolution setting a public hearing November 23, 2020 at 7:00 p.m. for right-of-way authorization in connection with the North Broadway Bridge over Indian Creek. Project #PW21-13
- D. Resolution 20-264  
Resolution setting a public hearing for November 23, 2020 at 7:00 p.m. for the FY22-FY26 Capital Improvement Program (CIP).
- E. Resolution 20-265  
Resolution of intent to dispose of and setting a Public Hearing for November 23, 2020 at 7:00 p.m. for City property described as the West 45 feet of Lot 12, except the North 6 feet for the east/west alley adjoining, Block 25, Everett's Addition. Location: 1618 7th Avenue. OTB-20-016
- F. Competitive Bid Award - (Receive & File only)
- G. Right of Redemption
- H. Claims



#### **4. PUBLIC HEARINGS**

A. Ordinance 6431

Ordinance to amend the zoning map as adopted by reference in section 15.02.070, by rezoning property legally described as Lots 47 through 50, Belmont Addition, along with the South 1/2 of the vacated east/west alley adjoining, as well as Lots 44 through 46, Belmont Addition, along with the North 1/2 of the vacated east/west alley adjoining, from C-2/Commercial District to R-2/Two-Family Residential District as defined in Chapter 15.09. Location: 1500 and 1506 Avenue 'O' and 1501 Avenue 'P'. ZC-20-011

B. Resolutions 20-246 and 20-247 (Continued from 10-26-20)

Resolutions to dispose of City property legally described as Lot 2, Arbor Creek Subdivision. Location: Northwest corner of College Road and Railroad Avenue. OTB-20-010

1) Resolution 20-246 Offer to buy submitted by Midlands Humane Society

2) Resolution 20-247 Offer to buy and RFP submitted by Neal Drickey

C. Resolution 20-266

Resolution granting final plat approval of a three-lot minor industrial subdivision to be known as Tolton Investments Subdivision. Location: 3425 16th Avenue and 3400 Nebraska Avenue. SUB-20-010

#### **5. ORDINANCES ON 1ST READING**

A. Ordinance 6432

Ordinance to amend Title 9 Traffic, Chapter 9.34 Emergency Snow Routes of the 2015 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 Emergency snow routes established.

#### **6. RESOLUTIONS**

A. Resolution 20-267

Resolution authorizing the Mayor and City Clerk to execute an agreement with HGM Associates Inc. for engineering services in connection with the Mosquito Creek Sanitary Sewer Rehab. Project # PW21-15

B. Resolution 20-268

Resolution authorizing the Public Works Director to execute on behalf of the City documents entitled "Cooperation Agreement between the United States of America and the City of Council Bluffs, Iowa for Rehabilitation of a Federal Flood Control Works" in connection with repairs to the Missouri River Levee, Indian Creek Levee, and Mosquito Creek Levee.

C. Resolution 20-269 A and B

20-269A - Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.

20-269B - Resolution authorizing and providing for the issuance, and AMENDING the levy of taxes to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

D. Resolution 20-270

Resolution authorizing the Mayor to accept the Offer for Real Estate from the Bluffs Corporation to acquire approximately 2.75 acres of land and to execute the promissory note for the consideration on behalf of the City of Council Bluffs.

E. Resolutions 20-271 to 20-275

Resolutions 20-271 to 20-275 authorizing Interfund Loan approval for FY22 TIF Certifications

F. Resolution 20-276

Resolution authorizing for annual certification for Tax Increment Financing Indebtedness.

**7. APPLICATIONS FOR PERMITS AND CANCELLATIONS**

A. Liquor Licenses

1. Oskies For Sports, 1851 Madison Avenue
2. Pizza King, 1101 N Broadway

**8. CITIZENS REQUEST TO BE HEARD**

**9. OTHER BUSINESS**

**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 October 26, 2020**

### **CALL TO ORDER**

Mayor Matthew J. Walsh called the meeting to order at 7:00 p.m. on Monday October 26, 2020.

Council Members present: Joe Disalvo, Chad Hannan, Melissa Head, Roger Sandau and Mike Wolf.

Staff present: Matt Mardesen, Richard Wade & Jodi Quakenbush

### **CONSENT AGENDA**

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

Reading, correction and approval of the October 12, 2020 City Council Meeting Minutes.

Ordinance 6431

Ordinance to amend the zoning map as adopted by reference in section 15.02.070, and setting a Public Hearing for November 9th, 2020 at 7:00 p.m. by rezoning property legally described as Lots 47 through 50, Belmont Addition, along with the South 1/2 of the vacated east/west alley adjoining, as well as Lots 44 through 46, Belmont Addition, along with the North 1/2 of the vacated east/west alley adjoining, from C-2/Commercial District to R-2/Two-Family Residential District as defined in Chapter 15.09. Location: 1500 and 1506 Avenue 'O' and 1501 Avenue 'P'. ZC-20-011

Resolution 20-253

Resolution authorizing transfers between funds under Iowa Code 545-2 for FY21

August 2020 Financial Reports, Claims, Mayor's Appointments - Citizen Police Advisory Board.

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

### **MAYORS PROCLAMATIONS**

- A. Lung Cancer Awareness Month
- B. Extra Mile Day

## **PUBLIC HEARINGS**

### **Ordinance 6426 (Continued from 10-12-20)**

Ordinance to amend the zoning map as adopted by reference in section 15.02.070, by rezoning property legally described as Part of Lots 1, 13, 14, 17, and 18 and all of Lots 15 and 16, Block 21, Beer's Subdivision, along with part of the east/west vacated alleys adjacent, from I-1/Light Industrial District to C-2/Commercial District as defined in chapter 15.15. Location: Generally along 1st Avenue, between South 13th Street and South 16th Street, between South 18th Street and South 21st Street, and between South 27th Street and South 28th Street. ZC-20-010

Chad Hannan and Mike Wolf moved and seconded approval of Second consideration of Ordinance 6426. Unanimous, 5-0 vote.

Chad Hannan and Melissa Head moved and seconded approval of Motion to waive third consideration. Ordinance passes to law. Unanimous, 5-0 vote.

### **Ordinance 6430**

Ordinance to amend the zoning map, as adopted by reference in Section 15-02-070, by rezoning a portion of Lot 117, Fox Run Landing, from A-2/Parks, Estates and Agricultural District to R-1/Single Family Residential District as defined in chapter 15.08B.

Roger Sandau and Melissa Head moved and seconded approval of Second consideration of Ordinance 6430. Unanimous, 5-0 vote.

Mike Wolf and Melissa Head moved and seconded approval of Motion to waive third consideration. Ordinance passes to law. Unanimous, 5-0 vote.

### **Resolutions 20-246 and 20-247 (Continued from 10-12-20)**

Resolutions to dispose of City property legally described as Lot 2, Arbor Creek Subdivision. Location: Northwest corner of College Road and Railroad Avenue. OTB-20-010

1) Resolution 20-246 Offer to buy submitted by Midlands Humane Society

2) Resolution 20-247 Offer to buy and RFP submitted by Neal Dickey

Heard from Clint Brunow, 16395 State Orchard Road.

Joe Disalvo and Roger Sandau moved and seconded approval of Motion to continue Resolutions 20-246 and 20-247 to Monday November 9, 2020 at 7:00 p.m.. Unanimous, 5-0 vote.

Resolution 20-254

Resolution directing the sale of \$5,115,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2020B.

Chad Hannan and Melissa Head moved and seconded approval of Resolution 20-254, directing sale to Huntington Securities, Inc..  
Unanimous, 5-0 vote.

Resolution 20-255

Resolution approving the plans and specifications for the Central Fire Station ADA Improvement Project. Project #BM21-04

Melissa Head and Mike Wolf moved and seconded approval of Resolution 20-255. Unanimous, 5-0 vote.

Resolution 20-256

Resolution granting Final Plat approval of a two-lot minor residential subdivision to be known as Fox Run Landing Replat 4. Location: Lying north of property commonly known as 5003 Council Pointe Road. SUB-20-004

Chad Hannan and Melissa Head moved and seconded approval of Resolution 20-256. Unanimous, 5-0 vote.

**ORDINANCES ON 3RD READING**

Ordinance 6425

Ordinances to amend Title 2 – Revenue and Finance Chapter 2.08.050 - Fees and charges authorized in Title 5 – Sewers.

Roger Sandau and Joe Disalvo moved and seconded approval of Third consideration of Ordinance 6425. Unanimous, 5-0 vote.

**RESOLUTIONS**

Resolution 20-257

A Resolution to adopt the current Schedule of Fees for 2020, Version 1, dated 10-26-20.

Melissa Head and Chad Hannan moved and seconded approval of Resolution 20-257. Unanimous, 5-0 vote.

Resolution 20-258

Resolution approving the use of 2020 Community Development Block Grant-COVID 19 (CDBG-CV) funds and directing the Mayor to submit the 2019 Amendment 3 to the Annual Plan to the City of Omaha and the U.S. Department of Housing and Urban Development.

Mike Wolf and Roger Sandau moved and seconded approval of Resolution 20-258. Unanimous, 5-0 vote.

Resolution 20-259

Resolution approving the use of 2021 Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program Funds and directing the Mayor to submit the 2021 Annual Plan to the City of Omaha and the U.S. Department of Housing and Urban Development.

Mike Wolf and Chad Hannan moved and seconded approval of Resolution 20-259. Unanimous, 5-0 vote.

Resolution 20-260

Resolution to award contract to Duininck for the Dodge Riverside Golf Course Irrigation Improvement Project, Phase II.

Mike Wolf and Chad Hannan moved and seconded approval of Resolution 20-260. Unanimous, 5-0 vote.

Resolution 20-261

Resolution authorizing the Mayor to execute Iowa Department of Transportation Agreement No. 2020-6-092 in connection with the I-29/I-480 Interstate Improvements.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 20-261. Unanimous, 5-0 vote.

Resolution 20-262

Resolution authorizing the Mayor to execute the Amendment to Purchase Agreement with Opus Development Company, L.L.C.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 20-262. Unanimous, 5-0 vote.

**APPLICATIONS FOR PERMITS AND CANCELLATIONS**

Liquor Licenses: 1) Casey's General Store #2096, 2301 S 24th Street, 2) Hard Luck Saloon, 626 16th Avenue, 3) Iowa Western Community College, 2700 College Road, 4) Moes Mart #3, 154 Bennett Avenue (NEW), 5) Moes Mart #4, 2024 5th Avenue (NEW)

Chad Hannan and Joe Disalvo moved and seconded approval of Applications for permits and cancellations, Liquor Licenses 8A 1-5. Unanimous, 5-0 vote.

**ADJOURNMENT**

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

## Council Communication

Department: Public Works Admin  
Case/Project No.: PW21-13  
Submitted by: Matthew Cox, Public  
Works Director

Resolution 20-263  
ITEM 3.C.

Council Action: 11/9/2020

### Description

Resolution setting a public hearing November 23, 2020 at 7:00 p.m. for right-of-way authorization in connection with the North Broadway Bridge over Indian Creek. Project #PW21-13

### Background/Discussion

The Competitive Highway Bridge Program (CHBP) funding was made available by Division L of the Consolidated Appropriations Act of 2018 by the federal government. The North Broadway Bridge over Indian Creek was selected to receive the CHBP funds.

The North Broadway Bridge over Indian Creek (FHWA Structure 043960) ranked high enough among other bridges in the state to qualify for participation in the program.

The CHBP funds allow for funding of 55% of the construction cost of the bridge up to a maximum of \$1,256,260. The remaining construction costs will be paid using Federal-Aid SWAP funds per agreement No. 4-19-HBP-SWAP-10. The preliminary estimate for the project is \$2,300,000.

The existing bridge will be replaced with a box culvert section along Indian Creek. A new three-lane roadway with a trail on the east side and sidewalk on the west side will be constructed over the box culvert. To accommodate this roadway section with trail and sidewalk will require property acquisitions and temporary easements adjacent to North Broadway.

The engineering and right-of-way acquisition costs associated with the project will be paid by the City.

### Recommendation

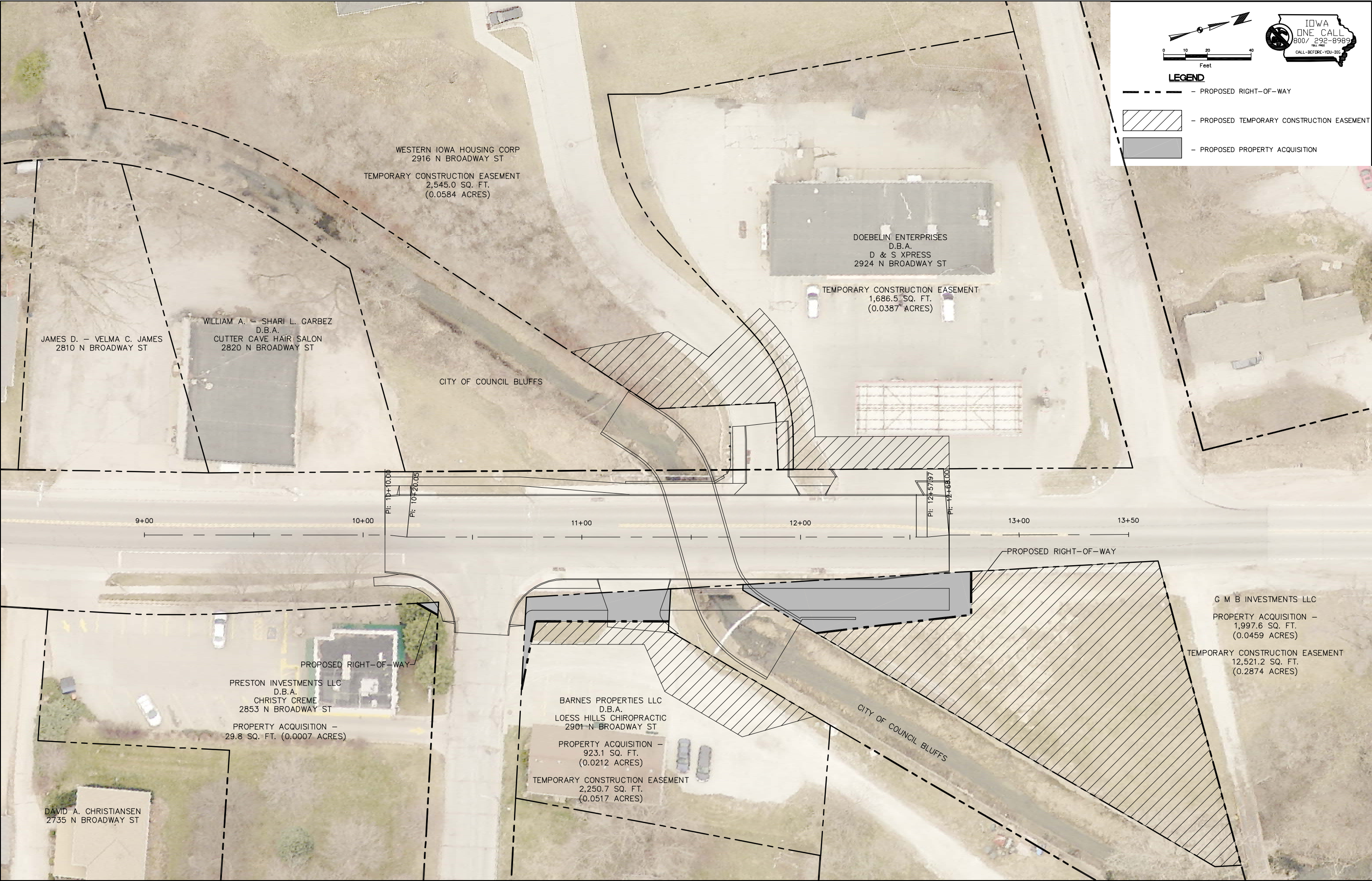
Approval of this resolution.

### ATTACHMENTS:

Description	Type	Upload Date
Map	Map	10/29/2020
Notice of Public Hearing	Other	10/29/2020
Resolution 20-263	Resolution	11/4/2020



\\SRV16\Shared\Blue\_Team\Projects\750020 NORTH BROADWAY Engineering\Drawings\750020 DESIGN - NO RISE ALT GAS EASEMENT.dwg, 10/28/2020 11:59:57 AM, 300 Adobe PDF.p3





Notice of Public Hearing  
for  
Right-of-way Authorization  
for the  
North Broadway Bridge over Indian Creek  
PW21-13

A public hearing will be held on November 23, 2020 at 7:00 p.m. in the council chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, for right-of-way authorization from Spencer Avenue to south of Coit Road for the North Broadway Bridge over Indian Creek project. At said hearing, any interested person may appear and file objections to such plans and specifications.

By Order of the City Council

of the

City of Council Bluffs, Iowa

Jodi Quakenbush, City Clerk

**3 R E S O L U T I O N**  
**NO 20-263**

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE  
AND SETTING A PUBLIC HEARING FOR  
AUTHORIZING THE RIGHT-OF-WAY PROCESS  
IN CONNECTION WITH THE  
NORTH BROADWAY BRIDGE OVER INDIAN CREEK  
PROJECT #PW21-13**

WHEREAS, the city wishes to make improvements known as the North Broadway Bridge over Indian Creek within the city, as therein described; and

WHEREAS, right-of-way acquisition is required for the construction and maintenance of said improvements; and

WHEREAS, the city council deems approval of said improvements to be in the best interest of the City of Council Bluffs.

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

That the City Clerk is hereby ordered to set a public hearing authorizing the right-of-way process to commence for the North Broadway Bridge over Indian Creek project setting November 23, 2020 at 7:00 p.m. as the date and time of said hearing.

AND BE IT FURTHER RESOLVED

That the aforementioned project is encompassed by the language of the 1989 Local Option Sales Tax Ballot and as such this is an appropriate expenditure of the Local Option Sales Tax Revenues.

ADOPTED  
AND  
APPROVED

November 9, 2020

\_\_\_\_\_  
Matthew J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Quakenbush, City Clerk

## Council Communication

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

Resolution 20-264  
ITEM 3.D.

Council Action: 11/9/2020

### Description

Resolution setting a public hearing for November 23, 2020 at 7:00 p.m. for the FY22-FY26 Capital Improvement Program (CIP).

### Background/Discussion

It is requested the Council set a public hearing for persons to comment and discuss the proposed FY22-FY26 Capital Improvement Program for the City of Council Bluffs.

Staff will be requesting approval to adopt the FY22-FY26 CIP schedule at the November 23, 2020 meeting.

### Recommendation

Approval of the resolution.

### ATTACHMENTS:

Description	Type	Upload Date
Notice of Public Hearing	Other	10/30/2020
Resolution 20-264	Resolution	11/4/2020

NOTICE OF MEETING OF THE CITY COUNCIL OF THE  
CITY OF COUNCIL BLUFFS, IOWA, ON THE MATTER OF  
THE PROPOSED CAPITAL IMPROVEMENT PROGRAM  
FY22-FY26 OF SAID CITY, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs, Iowa, will hold a public hearing on the 23<sup>rd</sup> day of November, 2020, at 7 o'clock P.M., in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, to approve the proposed FY22-FY26 Capital Improvement Program.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the above action. After all objections have been received and considered, the Council will, at this meeting or an any adjournment thereof, take additional action to approve the proposed FY22-FY26 Capital Improvement Program, or will abandon the proposal.

This notice is given by order of the Council of Council Bluffs, Iowa, as provided by Section 384.25 of the City Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

---

City Clerk of Council Bluffs, Iowa

**Resolution 20-264**

Resolution directing the City Clerk to publish notice and setting a Public Hearing to approve the FY22-FY26 Capital Improvement Program.

WHEREAS, the Capital Improvement Program (CIP) provides the City Council with a framework upon which to base improvement decisions, provides the City staff with direction as to its work effort, and provides the citizens with information about the City's future intentions.

WHEREAS, the City of Council Bluffs is required to hold a public hearing on the proposed FY22-FY26 Capital Improvement Program (CIP) prior to adoption of the CIP schedule,

WHEREAS, the City is required to publish and post the proposed FY22-FY26 CIP at least ten and no more than twenty days from the public hearing,

Now, therefore, be it resolved by the City Council of the City of Council Bluffs, Iowa:

That the City Clerk is hereby directed to set a public hearing to approve the FY22-FY26 Capital Improvement Program on November 23, 2020 at 7:00 p.m. in Council Chambers at City Hall, 209 Pearl Street in Council Bluffs, Iowa.

Adopted and Approved: November 9, 2020

---

Matthew J. Walsh, Mayor

---

Jodi Quakenbush, City Clerk

## Council Communication

Department: Community

Development

Case/Project No.: OTB-20-016

Submitted by: Moises Monrroy,

Planner

Resolution 20-265

ITEM 3.E.

Council Action: 11/9/2020

### Description

Resolution of intent to dispose of and setting a Public Hearing for November 23, 2020 at 7:00 p.m. for City property described as the West 45 feet of Lot 12, except the North 6 feet for the east/west alley adjoining, Block 25, Everett's Addition. Location: 1618 7th Avenue. OTB-20-016

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Case #OTB-20-016 Staff Report	Other	10/30/2020
Attachment A - Location/Zoning Map	Map	10/30/2020
Public Hearing Notice	Other	10/30/2020
Resolution 20-265	Resolution	11/4/2020

### Council Communication

Department: Community Development  CASES #OTB-20-016  Applicant: Wesley D. Franks 106 Brentwood Heights Council Bluffs, IA 51503	Reso. of Intent No. _____  Reso. to Dispose No. _____	Set Public Hearing: 11/9/2020  Public Hearing: 11/23/2020								
<div style="text-align: center;"><b>Subject/Title</b></div> <p><b>Request:</b> Set public hearing on the request of Wesley D. Franks to purchase property described as the West 45 feet of Lot 12, except the North 6 feet for the east/west alley adjoining, Block 25, Everett's Addition, City of Council Bluffs, Pottawattamie County, Iowa. The property is generally addressed as 1618 7<sup>th</sup> Avenue.</p> <p><b>Location:</b> Northeast corner of the intersection of South 17<sup>th</sup> Street and 7<sup>th</sup> Avenue.</p>										
<div style="text-align: center;"><b>Background/Discussion</b></div> <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 wishes to acquire this property to construct a detached single-family dwelling. According to the <i>Inventory and Disposal Policy for Surplus City Property</i>, adopted by City Council on April 23, 2018, the property should be priced at the most recent assessed value, which on this property would be \$9,514.00. The applicant has offered \$9,514.00 to purchase the property, and has submitted a \$951.40 down payment.</p> <p>The subject property was acquired by the City of Council Bluffs in May of 2010 via a 657A Petition through the Iowa District Courts. As is stated in the adopted <i>Inventory and Disposal Policy for Surplus City Policy</i>, the property would be eligible for a forgivable mortgage as it buildable and has been actively marketed on the Surplus Property list for more than the required 24 months.</p> <p>The following costs have been incurred on the subject property:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Permits and Inspections Division – Legal fees:</td> <td style="text-align: right;">\$ 1,599.87</td> </tr> <tr> <td>Permits and Inspections Division – Weed abatement/mowing:</td> <td style="text-align: right;">\$ 1,776.05</td> </tr> <tr> <td>Permits and Inspections Division – Demolition:</td> <td style="text-align: right;">\$ 11,870.00</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>\$ 15,245.92</b></td> </tr> </table> <p>The subject property is 45 feet wide by 130 feet deep, and contains 5,850 square feet in area. The subject property does not meet the minimum required 55 feet in lot width for corner lots in the R-2/Two-Family Residential District, thus it is considered a nonconforming lot of record. As per Section 15.26.020 of the Municipal Code (Zoning Ordinance), "nonconforming lots of record existing at the effective date of the ordinance codified in this chapter shall be exempt, unless otherwise provided, from the minimum lot area and lot width requirements of each zoning district. Such lots may be developed with any principal use allowed by the regulations for the district and must comply with all other density regulations set forth by this chapter." The subject property is large enough to accommodate a single-family structure with a floor area not less than five hundred (500) square feet and a minimum width of not less than twenty (20) feet that meets the minimum setback requirements in the R-2 District. The parcel is located within an AH flood zone, and as such, full compliance with floodplain regulations will be required. For this reason, the property is classified as 'buildable - restrictions.'</p>			Permits and Inspections Division – Legal fees:	\$ 1,599.87	Permits and Inspections Division – Weed abatement/mowing:	\$ 1,776.05	Permits and Inspections Division – Demolition:	\$ 11,870.00	<b>Total</b>	<b>\$ 15,245.92</b>
Permits and Inspections Division – Legal fees:	\$ 1,599.87									
Permits and Inspections Division – Weed abatement/mowing:	\$ 1,776.05									
Permits and Inspections Division – Demolition:	\$ 11,870.00									
<b>Total</b>	<b>\$ 15,245.92</b>									
<b>Recommendation</b>										

The Community Development Department recommends setting a public hearing on the disposal of the property legally described as the West 45 feet of Lot 12, except the North 6 feet for the east/west alley adjoining, Block 25, Everett's Addition, City of Council Bluffs, Pottawattamie County, Iowa on the November 23, 2020 City Council Meeting.

**Attachments**

Attachment A: Location/Zoning Map

Prepared by: Moises Monrroy, Planner, Community Development Department



## Attachment A

# CITY OF COUNCIL BLUFFS - CITY-OWNED PROPERTY GROUP CASES #OTB-20-016 LOCATION/ZONING MAP

### Legend

 Subject Property

0 15 30  
1 Inch = 33 Feet



Last Amended: 10/20/2020



Council Bluffs Community  
Development Department  
209 Pearl Street  
Council Bluffs, IA 51503  
Telephone: (712) 890-5350

#### 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.



**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 as West 45 feet of Lot 12, except the North 6 feet for the east/west alley adjoining, Block 25, Everett's Addition, 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 23<sup>rd</sup> Day of November, 2020, in the City Council Chambers, 2<sup>nd</sup> 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

Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 890-5350  
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 890-5261

RESOLUTION NO. 20-265

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY DESCRIBED AS THE WEST 45 FEET OF LOT 12, EXCEPT THE NORTH 6 FEET FOR THE EAST/WEST ALLEY ADJOINING, BLOCK 25, EVERETT'S ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has received an offer from Wesley D. Franks, to purchase the City owned property described as West 45 feet of Lot 12, except the North 6 feet for the east/west alley adjoining, Block 25, Everett's Addition, 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 West 45 feet of Lot 12, except the North 6 feet for the east/west alley adjoining, Block 25, Everett's Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for November 23, 2020.

ADOPTED  
AND  
APPROVED:

November 9, 2020

\_\_\_\_\_  
Matthew J. Walsh Mayor

ATTEST: \_\_\_\_\_  
Jodi Quakenbush City Clerk

## Council Communication

Department: City Clerk  
Case/Project No.: FY21-8  
Submitted by: Vincent Martorello

Competitive Bid Award - (Receive  
& File only)  
ITEM 3.F.

Council Action: 11/9/2020

### Description

### Background/Discussion

Please accept this memo to you as my notifying City Council in accordance with State Code 180.90. We held a competitive bid process for the Fall Color Corridor and awarded project to Mulhalls in the amount of \$76,470. VM

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Bid Tab	Other	10/30/2020

CITY OF COUNCIL BLUFFS, IA  
FY21-8 FALL COLOR CORRIDOR PLANTINGS BID TABULATION

Mulhalls						
ITEM #	COMMON NAME	SIZE	QUANTITY	SPRING OR FALL PLANTING	BID UNIT PRICE	UNIT PRICE EXTENSION
SHADE TREES						
1	Crimson King Norway Maple	2.5" CAL	6	S	\$ 425.00	\$ 2,550.00
2	Autumn Blaze Maple	2.5" CAL	7	F	\$ 420.00	\$ 2,940.00
3	Green Mountain Sugar Mopie	2.5" CAL	4	F	\$ 475.00	\$ 1,900.00
4	October Glory Red Maple	2.5" CAL	6	F	\$ 425.00	\$ 2,550.00
5	Red Sunset Maple	2.5" CAL	5	F	\$ 425.00	\$ 2,125.00
6	River Birch	2.5" CAL	4	S	\$ 420.00	\$ 1,680.00
7	Autumn Gold Maidenhair Tree	2.5" CAL	5	S	\$ 575.00	\$ 2,875.00
8	Shademaster Honeylocust	2.5" CAL	5	F	\$ 500.00	\$ 2,500.00
9	Golden Rain Tree	2.5" CAL	3	S	\$ 550.00	\$ 1,650.00
10	Tulip Tree	2.5" CAL	4	F	\$ 425.00	\$ 1,700.00
11	Cherokee Sweetgum	2.5" CAL	5	S	\$ 450.00	\$ 2,250.00
12	Gold Rush Dawn Redwood	2.5" CAL	3	S	\$ 550.00	\$ 1,650.00
13	Ironwood	2.5" CAL	3	F	\$ 475.00	\$ 1,425.00
14	Quaking Aspen	2.5" CAL	3	F	\$ 470.00	\$ 1,410.00
15	Chinkapin Oak	2.5" CAL	3	F	\$ 490.00	\$ 1,470.00
16	Scarlet Oak	2.5" CAL	3	F	\$ 475.00	\$ 1,425.00
17	Red Oak	2.5" CAL	3	F	\$ 475.00	\$ 1,425.00
18	Swamp White Oak	2.5" CAL	3	F	\$ 475.00	\$ 1,425.00
19	Burr Oak	2.5" CAL	3	F	\$ 475.00	\$ 1,425.00
20	Sassafras	2.5" CAL	6	S	\$ 575.00	\$ 3,450.00
21	Japanese Stewartia	2.5" CAL	3	S	\$ 570.00	\$ 1,710.00
22	Bald Cypress	2.5" CAL	4	F	\$ 475.00	\$ 1,900.00
23	American Linden	2.5" CAL	3	F	\$ 475.00	\$ 1,425.00
24	Redmond Linden	2.5" CAL	3	F	\$ 475.00	\$ 1,425.00
25	Frontier Elm	2.5" CAL	6	F	\$ 475.00	\$ 2,850.00
26	Japanese Zelkova	2.5" CAL	3	F	\$ 475.00	\$ 1,425.00

CITY OF COUNCIL BLUFFS, IA  
FY21-8 FALL COLOR CORRIDOR PLANTINGS BID TABULATION

	Mulhalls	SHADE TREES SUBTOTAL:					\$ 50,560.00
ORNAMENTAL TREES							
1	Red Rhapsody Amur Maple	1.5" CAL	5	F	\$ 360.00	\$ 1,800.00	
2	Autumn Brilliance Serviceberry	6' HGT. CLUMP	15	F	\$ 340.00	\$ 5,100.00	
3	Eastern Redbud	2" CAL	13	S	\$ 370.00	\$ 4,810.00	
4	Kousa Dogwood	2" CAL	10	S	\$ 370.00	\$ 3,700.00	
5	Sugar Tyme Crabapple	2" CAL	11	F	\$ 350.00	\$ 3,850.00	
6	Prairiefire Crabapple	2" CAL	11	F	\$ 350.00	\$ 3,850.00	
7	Red Baron Crabapple	2" CAL	4	S	\$ 350.00	\$ 1,400.00	
8	Japanese TreeLilac	2" CAL	4	F	\$ 350.00	\$ 1,400.00	
ORNAMENTAL TREES SUBTOTAL:						\$ 25,910.00	

Bid Bond:	yes
References:	yes
Nurseryman:	not provided
EOO:	yes

**TOTAL PROJECT COST: \$ 76,470.00**

CITY OF COUNCIL BLUFFS, IA  
FY21-8 FALL COLOR CORRIDOR PLANTINGS BID TABULATION

Next Phase Environmental						
ITEM #	COMMON NAME	SIZE	QUANTITY	SPRING OR FALL PLANTING	BID UNIT PRICE	UNIT PRICE EXTENSION
<b>SHADE TREES</b>						
1	Crimson King Norway Maple	2.5" CAL	6	F	\$ 572.26	\$ 3,433.56
2	Autumn Blaze Maple	2.5" CAL	7	F	\$ 522.26	\$ 3,655.82
3	Green Mountain Sugar Mopie	2.5" CAL	4	F	\$ 572.26	\$ 2,289.04
4	October Glory Red Maple	2.5" CAL	6	F	\$ 542.26	\$ 3,253.56
5	Red Sunset Maple	2.5" CAL	5	F	\$ 542.26	\$ 2,711.30
6	River Birch	2.5" CAL	4	S	\$ 542.26	\$ 2,169.04
7	Autumn Gold Maidenhair Tree	2.5" CAL	5	S	\$ 542.26	\$ 2,711.30
8	Shademaster Honeylocust	2.5" CAL	5	F	\$ 532.26	\$ 2,661.30
9	Golden Rain Tree	2.5" CAL	3	S	\$ 2,000.00	\$ 6,000.00
10	Tulip Tree	2.5" CAL	4	S	\$ 502.26	\$ 2,009.04
11	Cherokee Sweetgum	2.5" CAL	5	S	\$ 2,000.00	\$ 10,000.00
12	Gold Rush Dawn Redwood	2.5" CAL	3	S	\$ 1,000.00	\$ 3,000.00
13	Ironwood	2.5" CAL	3	S	\$ 1,400.00	\$ 4,200.00
14	Quaking Aspen	2.5" CAL	3	F	\$ 572.26	\$ 1,716.78
15	Chinkapin Oak	2.5" CAL	3	S	\$ 572.26	\$ 1,716.78
16	Scarlet Oak	2.5" CAL	3	S	\$ 657.26	\$ 1,971.78
17	Red Oak	2.5" CAL	3	S	\$ 562.26	\$ 1,686.78
18	Swamp White Oak	2.5" CAL	3	S	\$ 572.26	\$ 1,716.78
19	Burr Oak	2.5" CAL	3	S	\$ 532.26	\$ 1,596.78
20	Sassafras	2.5" CAL	6	S	\$ 532.26	\$ 3,193.56
21	Japanese Stewartia	2.5" CAL	3	S	\$ 2,000.00	\$ 6,000.00
22	Bald Cypress	2.5" CAL	4	F	\$ 542.26	\$ 2,169.04
23	American Linden	2.5" CAL	3	S	\$ 542.26	\$ 1,626.78
24	Redmond Linden	2.5" CAL	3	S	\$ 542.26	\$ 1,626.78
25	Frontier Elm	2.5" CAL	6	S	\$ 562.26	\$ 3,373.56
26	Japanese Zelkova	2.5" CAL	3	S	\$ 562.26	\$ 1,686.78

CITY OF COUNCIL BLUFFS, IA  
FY21-8 FALL COLOR CORRIDOR PLANTINGS BID TABULATION

<b>Next Phase Environmental</b>	<b>SHADE TREES SUBTOTAL:</b>	<b>\$ 78,176.14</b>
---------------------------------	------------------------------	---------------------

ORNAMENTAL TREES						
1	Red Rhapsody Amur Maple	1.5" CAL	5	S	\$ 512.26	\$ 2,561.30
2	Autumn Brilliance Serviceberry	6' HGT. CLUMP	15	F	\$ 442.26	\$ 6,633.90
3	Eastern Redbud	2" CAL	13	S	\$ 452.26	\$ 5,879.38
4	Kousa Dogwood	2" CAL	10	S	\$ 492.26	\$ 4,922.60
5	Sugar Tyme Crabapple	2" CAL	11	S	\$ 452.26	\$ 4,974.86
6	Prairiefire Crabapple	2" CAL	11	F	\$ 452.26	\$ 4,974.86
7	Red Baron Crabapple	2" CAL	4	F	\$ 472.26	\$ 1,889.04
8	Japanese TreeLilac	2" CAL	4	F	\$ 512.26	\$ 2,049.04

**ORNAMENTAL TREES SUBTOTAL:**

	<b>\$ 33,884.98</b>
--	---------------------

Bid Bond:	yes
References:	yes
Nurseryman:	yes
EOO:	yes

**TOTAL PROJECT COST: \$ 112,061.12**

Indicates extended amount is different than bid submission. Unit price governs. Correct price shown.



## NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION

To:

KARLEEN K. RISNER, PERSON WHOM PARCEL IS TAXED

816 1st Avenue

Council Bluffs, IA 51501

Service by Certified Mail, Return Receipt Requested and regular mail

J. DOE, SPOUSE OF KARLEEN K. RISNER, REAL NAME UNKNOWN, PERSON WHOM  
PARCEL IS TAXED

816 1st Avenue

Council Bluffs, IA 51501

Service by Certified Mail, Return Receipt Requested and regular mail

KARLEEN K. RISNER, PERSON WHOM PARCEL IS TAXED

210 Greenwood Street

Council Bluffs, IA 51503

Service by Certified Mail, Return Receipt Requested and regular mail

J. DOE, SPOUSE OF KARLEEN K. RISNER, PERSON WHOM PARCEL IS TAXED

210 Greenwood Street

Council Bluffs, IA 51503

Service by Certified Mail, Return Receipt Requested and regular mail

PERSONS OR PARTIES IN POSSESSION OF, PERSON IN POSSESSION

816 1st Avenue

Council Bluffs, IA 51501

Service by Certified Mail, Return Receipt Requested and regular mail

CITY OF COUNCIL BLUFFS, THE CITY WHERE THE PARCEL IS LOCATED

c/o City Clerk

209 Pearl Street

Council Bluffs, IA 51503

Service by Certified Mail, Return Receipt Requested and regular mail

POTTAWATTAMIE COUNTY AUDITOR, A PERSON WHO HAS AN INTEREST OF RECORD

c/o County Auditor

227 S 6th Street, 2nd Flor

Council Bluffs, IA 51501

Service by Certified Mail, Return Receipt Requested and regular mail

MT1 26 INVESTMENTS LLC, A PERSON WHO HAS AN INTEREST OF RECORD

21230 205th Street

Council Bluffs, IA 51503

Service by Certified Mail, Return Receipt Requested and regular mail

MT1 26 INVESTMENTS LLC, A PERSON WHO HAS AN INTEREST OF RECORD

c/o Timothy D. Wichman, Registered Agent

122 Locust Lodge Avenue

CLERK RCVD  
30 OCT 20  
AM 8:15

Council Bluffs, IA 51503

Service by Certified Mail, Return Receipt Requested and regular mail

POTTAWATTAMIE COUNTY TREASURER, A PERSON WHO HAS AN INTEREST OF RECORD

c/o County Treasurer

227 South 6th Street

Council Bluffs, IA 51501

Service by Certified Mail, Return Receipt Requested and regular mail

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

1. Date of Sale: On June 18, 2018, the following described real property was sold by Pottawattamie County, for delinquent and unpaid taxes and special assessments levied against the real property.
2. Description of the property sold:
  - a. Address: 816 1st Avenue, Council Bluffs, IA 51501
  - b. Legal Description: West 49 ½ feet of Lot 3, Block 4, BAYLISS SECOND ADDITION to Council Bluffs, Iowa.
3. Name of the Purchaser: On the day of the sale, a certificate of purchase, No. 18-0650 was issued to Kolbe Land Holdings 5 LLC, who bought the property at the sale.
4. Your Right of Redemption pursuant to Iowa Code will expire and a Deed for the property described above will be made unless redemption is made within ninety (90) days from the completed service of this Notice.
5. If the Right of Redemption is allowed to expire, a tax deed will be issued by the Treasurer of Pottawattamie County.

Dated this 26 day of October, 2020.

KOLBE LAND HOLDINGS 5 LLC



Ryan C. Dorsey

13575 Lynam Drive

Omaha, NE 68138

402-505-4124

Fax: 402-513-6483

[rdorsey@eleventalents.com](mailto:rdorsey@eleventalents.com)

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

CITY CLAIM NO. 26-PK-2085

### NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: LARRY J THORNTON DAY PHONE: 5

ADDRESS: COUNCIL BLUFFS, IA 51501 DOB: \_\_\_\_\_

DATE & TIME OF LOSS/ACCIDENT: 10/11/2020 - OVERNIGHT DURING STORM

LOCATION OF LOSS/ACCIDENT: SOUTH BACK YARD FENCE OF 4119 AVE D

DESCRIPTION OF LOSS/ACCIDENT: DEAD LIMB FROM CITY OWNED TREE FELL ON  
CHAIN LINK FENCE, BENDING TOP RAIL

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 200.00

WITNESS(ES) (Name(s), Address(es), Phone No(s)): NONE - OVERNIGHT

WAS POLICE REPORT FILED \_\_\_\_ YES X NO

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

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: AM ALSO PROVIDING PROOF THAT CITY HAS KNOWN  
ABOUT THIS ISSUE HAVING DENIED PREVIOUS CLAIM STATING CITY  
HAD NO KNOWLEDGE OF THIS ISSUE

LIST INSURANCE PROVIDER AND COVERAGE: DEDUCTIBLE TOO HIGH - NOT TURNED IN

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.

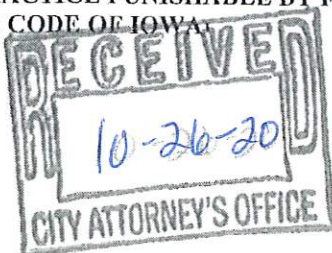
NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3) CODE OF IOWA)

CLERK RCVD

27 OCT 20

AM 9:57

Oct. 22, 2020  
DATE



CLAIMANT'S SIGNATURE

*[Handwritten Signature]*

## Council Communication

Department: City Clerk  
Case/Project No.: ZC-20-011  
Submitted by: Moises Monrroy,  
Planner

Ordinance 6431  
ITEM 4.A.

Council Action: 11/9/2020

### Description

Ordinance to amend the zoning map as adopted by reference in section 15.02.070, by rezoning property legally described as Lots 47 through 50, Belmont Addition, along with the South 1/2 of the vacated east/west alley adjoining, as well as Lots 44 through 46, Belmont Addition, along with the North 1/2 of the vacated east/west alley adjoining, from C-2/Commercial District to R-2/Two-Family Residential District as defined in Chapter 15.09. Location: 1500 and 1506 Avenue 'O' and 1501 Avenue 'P'. ZC-20-011

### Background/Discussion

See attachments.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Case #ZC-20-011 Staff Report	Other	10/16/2020
Attachment A - Case Map	Map	10/16/2020
Public Hearing Notice	Other	10/16/2020
Ordinance 6431	Ordinance	10/20/2020

### City Council Communication

Department: Community Development  CASE # ZC-20-011  Applicant/Property Owner: Caren C. Taylo 1401 Avenue 'E' Council Bluffs, IA 51501	Ordinance No. _____	City Council 1 <sup>st</sup> Consideration: 10/26/2020 2 <sup>nd</sup> Consideration: 11/09/2020 3 <sup>rd</sup> Consideration: 11/23/2020  Planning Commission: 10/13/2020
<b>Subject/Title</b>		
<p><b>Request:</b> Public hearing on the request of Caren C. Taylo to rezone property legally described as Lots 47 through 50, Belmont Addition, along with the South ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-2/Two-Family Residential District. The Community Development Department has expanded the request to include the neighboring property to the north, addressed at 1501 Avenue 'P' and legally described as Lots 44 through 46, Belmont Addition, along with the North ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, for zoning consistency purposes.</p> <p><b>Location:</b> 1500 and 1506 Avenue 'O' and 1501 Avenue 'P'</p>		
<b>Background</b>		
<p>The Community Development Department has received an application from Caren C. Taylo to rezone property legally described as Lots 47 through 50, Belmont Addition, along with the South ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-2/Two-Family Residential District. The Community Development Department has expanded the request to include the neighboring property to the north, addressed at 1501 Avenue 'P' and legally described as Lots 44 through 46, Belmont Addition, along with the North ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, for zoning consistency purposes.</p> <p>All three subject properties are each developed with a detached single-family dwelling. Since a 'single family dwelling, detached' is not a permitted use in the C-2/Commercial District, it is deemed a legal nonconforming use. The purpose of this request is to bring said residential uses into conformance with the Zoning Ordinance and facilitate the sale of these properties.</p> <p><u>Land Use and Zoning</u></p> <p>The following zoning and land uses surround the subject properties:</p> <ul style="list-style-type: none"> <li>North: Undeveloped land and a Chicago Central and Pacific Railroad rail line, which are zoned C-2/Commercial District.</li> <li>South: Undeveloped land that is zoned C-2/Commercial District and a homeless shelter that is zoned I-2/General Industrial District</li> <li>East: A Chicago Central and Pacific Railroad railyard, which is zoned I-2/General Industrial District.</li> <li>West: An adult entertainment establishment that is zoned C-2/Commercial District.</li> </ul> <p>The future land use plan of the Bluffs Tomorrow 2030 (Comprehensive Plan) designates the subject properties as Local Commercial.</p>		

Public notices were mailed to all property owners within 200 feet of the request. The Community Development Department has not received any comments as of the date of this report. All City Departments and local utilities were notified of the proposed rezoning. The following comments were received:

- The Permits and Inspections Division stated they have no comments on the request.
- The Public Works Department stated they have no comments on the request.
- The Fire Department stated they have no comments on the request.
- Mid-American Energy Company stated they have no conflicts with the request.
- Cox Communications stated they have existing network on the Mid-American poles located between the subject properties.

The following attachments are included with the case staff report:

- Attachment A: Location/Zoning Map

### **Discussion**

1. All three parcels of land proposed to be rezoned exceed the minimum lot size requirements of the C-2/Commercial District and the R-2/Two-Family Residential District.
2. If the subject properties are rezoned to the R-2 District, the current residential uses would be brought into conformance with the Zoning Ordinance.
3. A 'single-family dwelling, detached' is not permitted use in the C-2 District. As per Section 15.01.050 of the Council Bluffs Municipal Code (Zoning Ordinance), "if property is used in a manner that was a lawful use on or before the effective date of this ordinance, and this ordinance no longer classifies that use as either a permitted or conditional use in the zoning district in which it is located, that use shall be deemed a legal nonconforming use." As such, the single-family dwellings located on the subject properties are deemed legal nonconforming uses and are subject to the provisions established in Chapter 15.26, Nonconformities, of the Council Bluffs Municipal Code (Zoning Ordinance).
4. As per Section 15.26.050 of the Council Bluffs Municipal Code (Zoning Ordinance), "any legal nonconforming residential use of a structure may be enlarged to the extent that an otherwise conforming residential use of a structure could be enlarged under the zoning regulations of the most restricted residential district in which such residential use of a structure would be permitted as a principal use." Therefore, the residential structures located on the properties proposed to be rezoned are currently subject to the site development regulations of the R-1/Single-Family Residential District.
5. Since the site development regulations in the R-1 and R-2 Districts are virtually identical, proposed rezoning will not resolve any nonconformities relative to the existing residential structures (i.e., lot coverage, setbacks and height).
6. As per Section 15.26.030(E) of the Council Bluffs Municipal Code (Zoning Ordinance), "when a structure containing a nonconforming use is damaged to an extent of fifty (50) percent or less of the replacement cost, the structure shall be allowed to continue if actual construction to repair it is commenced within six months of the date the damage was incurred, and the work is carried on diligently to completion within one year of this commencement." On the other hand, if the damage constitutes more than 50% of the replacement cost of said structure, then only uses classified as permitted or conditional in the underlying zoning district shall be allowed to occur at the site where said structure was located. Therefore, if the existing single-family structures on each of the subject properties were to be destroyed by more than 50% of the replacement cost, another single-family structure could not be rebuilt in its place. The proposed rezoning to the R-2 District would allow the current residential uses to continue to exist even if the damage to the structures constitutes more than 50% of the replacement cost.

7. The Bluffs Tomorrow 2030 (Comprehensive Plan) designates the subject properties as Local Commercial, which is intended for uses oriented primarily towards good and services that meet the demand of Council Bluffs residents, such as grocery stores, pharmacies, banks, auto services and small offices, and may be oriented as individual development on smaller lots. The C-2 District is generally consistent with the Local Commercial classification. Conversely, the R-2 District and the current residential uses are not compatible with the intention of the Local Commercial classification.
8. Surrounding land uses include a railroad yard to the north and to the east and an adult entertainment establishment to the west. The Community Development Department determines that the proposed rezoning is incompatible with the land uses and development patterns in the vicinity.
9. There has been no proposals or interest for residential development in this area of Council Bluffs that would indicate a rezoning to a residential district is needed.
10. 'Adult entertainment' is classified as a conditional use in the C-2 District. However, adult entertainment activities were permitted by right in the C-2 District prior to 1999. As per Section 15.01.050(B) of the Council Bluffs Municipal Code (Zoning Ordinance), "if property is used in a manner that was classified as a permitted use prior to the effective date of this ordinance, and that use is classified as a conditional use by this ordinance, that use shall be deemed a lawful conditional use." Thus, the adult entertainment establishment abutting the subject properties, Lipstix Adult Entertainment Club, is considered a legal conditional use. If proposed rezoning to the R-2 District is approved, said adult entertainment establishment would become a legal nonconforming use as adult entertainment activities are not permitted within 300 feet of any residential district, as per Section 15.15.060(A) of the Council Bluffs Municipal Code (Zoning Ordinance).
11. Due to the proximity restrictions established for adult entertainment activities in Section 15.15.060(A) of the Council Bluffs Municipal Code (Zoning Ordinance), there is a limited number of locations where adult entertainment establishments can operate in Council Bluffs. If proposed rezoning is approved, this limited number of locations would be further reduced.
12. Adequate utilities (e.g., water, sanitary sewer, electric, etc.) are available to accommodate the uses permitted in the R-2 District.

### **Recommendation**

The Community Development Department recommends denial of the request of Caren C. Taylo to rezone property legally described as Lots 47 through 50, Belmont Addition, along with the South ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, and to rezone property legally described as Lots 44 through 46, Belmont Addition, along with the North ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, from C-2/Commercial District to R-2/Two-Family Residential District, based on the reasons stated above.

### **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 Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor:

1. Parker Smith, 1600 5<sup>th</sup> Avenue, Council Bluffs, IA 51501
2. Wayne Konfrst, 1501 Avenue P, Council Bluffs, IA 51501

Speakers against: None

**Planning Commission Recommendation**

The Planning Commission recommended denial of the request of Caren C. Taylo to rezone property legally described as Lots 47 through 50, Belmont Addition, along with the South ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, and to rezone property legally described as Lots 44 through 46, Belmont Addition, along with the North ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, from C-2/Commercial District to R-2/Two-Family Residential District, based on the reasons stated above.

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

**Attachments**

Attachment A: Location/Zoning Map

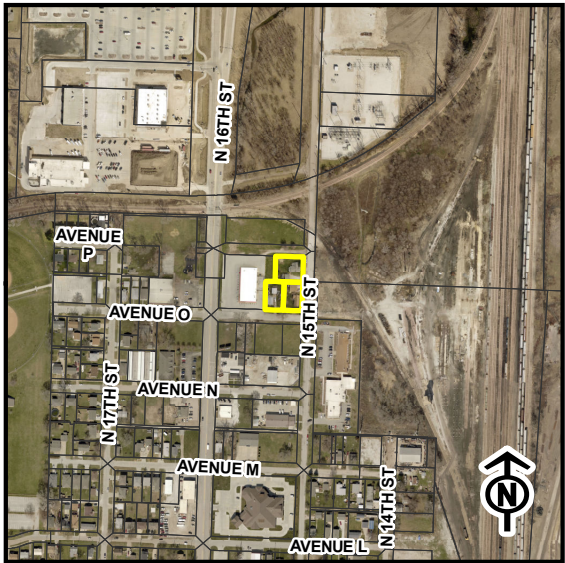
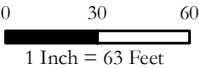
Prepared by: Moises Monrroy, Planner, Community Development Department



CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION  
CASES #ZC-20-011 LOCATION/ZONING MAP

Legend

Subject Properties



Last Amended: 9/14/2020



Council Bluffs Community  
Development Department  
209 Pearl Street  
Council Bluffs, IA 51503  
Telephone: (712) 890-5350

**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.



**NOTICE OF PUBLIC HEARING  
ON INTENT TO VACATE 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 of Caren C. Taylo to amend the zoning map as adopted by reference in Section 15.02.070, by rezoning property legally described as Lots 44 through 50, Belmont Addition, along with the North ½ of the vacated east/west alley adjoining Lots 44 through 46 and the South ½ of said alley adjoining Lots 47 through 50, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-2/Two-Family Residential District, as defined in Chapter 15.09 of the Municipal Code of Council Bluffs, Iowa.

You are further notified that the 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 9<sup>th</sup> day of November, 2020 in the City Council Chambers, 2<sup>nd</sup> 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

**ORDINANCE NO. 6431**

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.02.070 OF THE 2015 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REZONING PROPERTY LEGALLY DESCRIBED AS LOTS 47 THROUGH 50, BELMONT ADDITION, ALONG WITH THE SOUTH ½ OF THE VACATED EAST/WEST ALLEY ADJOINING, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AS WELL AS LOTS 44 THROUGH 46, BELMONT ADDITION, ALONG WITH THE NORTH ½ OF THE VACATED EAST/WEST ALLEY ADJOINING, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA FROM C-2/COMMERCIAL DISTRICT TO R-2/TWO-FAMILY RESIDENTIAL DISTRICT AS DEFINED IN CHAPTER 15.09 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.**

**BE IT ORDAINED  
BY THE CITY COUNCIL  
OF THE**

**CITY OF COUNCIL BLUFFS, IOWA**

**SECTION 1.** That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2015 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended to rezone property legally described as Lots 47 through 50, Belmont Addition, along with the South ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, as well as Lots 44 through 46, Belmont Addition, along with the North ½ of the vacated east/west alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, City of Council Bluffs, Pottawattamie County, Iowa, from C-2/Commercial District to R-2/Two-Family Residential District as defined in Chapter 15.09 of the Municipal Code of Council Bluffs, Iowa.

**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.

ADOPTED  
AND  
APPROVED

November 9, 2020.

\_\_\_\_\_  
MATTHEW J. WALSH

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
JODI QUAKENBUSH

\_\_\_\_\_  
City Clerk

First Consideration: 10/26/20  
Second Consideration: 11/09/20  
Public Hearing: 11/09/20  
Third Consideration: \_\_\_\_\_

## Council Communication

Department: City Clerk  
Case/Project No.: OTB-20-010  
Submitted by: Chris Meeks,  
Planner

Resolutions 20-246 and 20-247  
(Continued from 10-26-20)  
ITEM 4.B.

Council Action: 11/9/2020

### Description

Resolutions to dispose of City property legally described as Lot 2, Arbor Creek Subdivision. Location: Northwest corner of College Road and Railroad Avenue. OTB-20-010

- 1) Resolution 20-246 Offer to buy submitted by Midlands Humane Society
- 2) Resolution 20-247 Offer to buy and RFP submitted by Neal Drickey

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
OTB-20-010 Staff Report	Other	10/2/2020
Attachment A - Location Map	Map	10/2/2020
Attachment B - Letter of Intent	Letter	10/2/2020
Attachment C - Site Plan	Other	10/2/2020
Attachment D - Memo prepared by Brandon Garrett	Other	10/2/2020
Resolution 20-246	Resolution	10/6/2020
Staff Report OTB-20-015	Other	10/5/2020
Attachment A - OTB-20-015	Other	10/5/2020
Dickey RFP OTB-20-015	Other	10/5/2020
Resolution 20-247	Resolution	10/6/2020

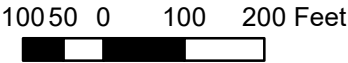
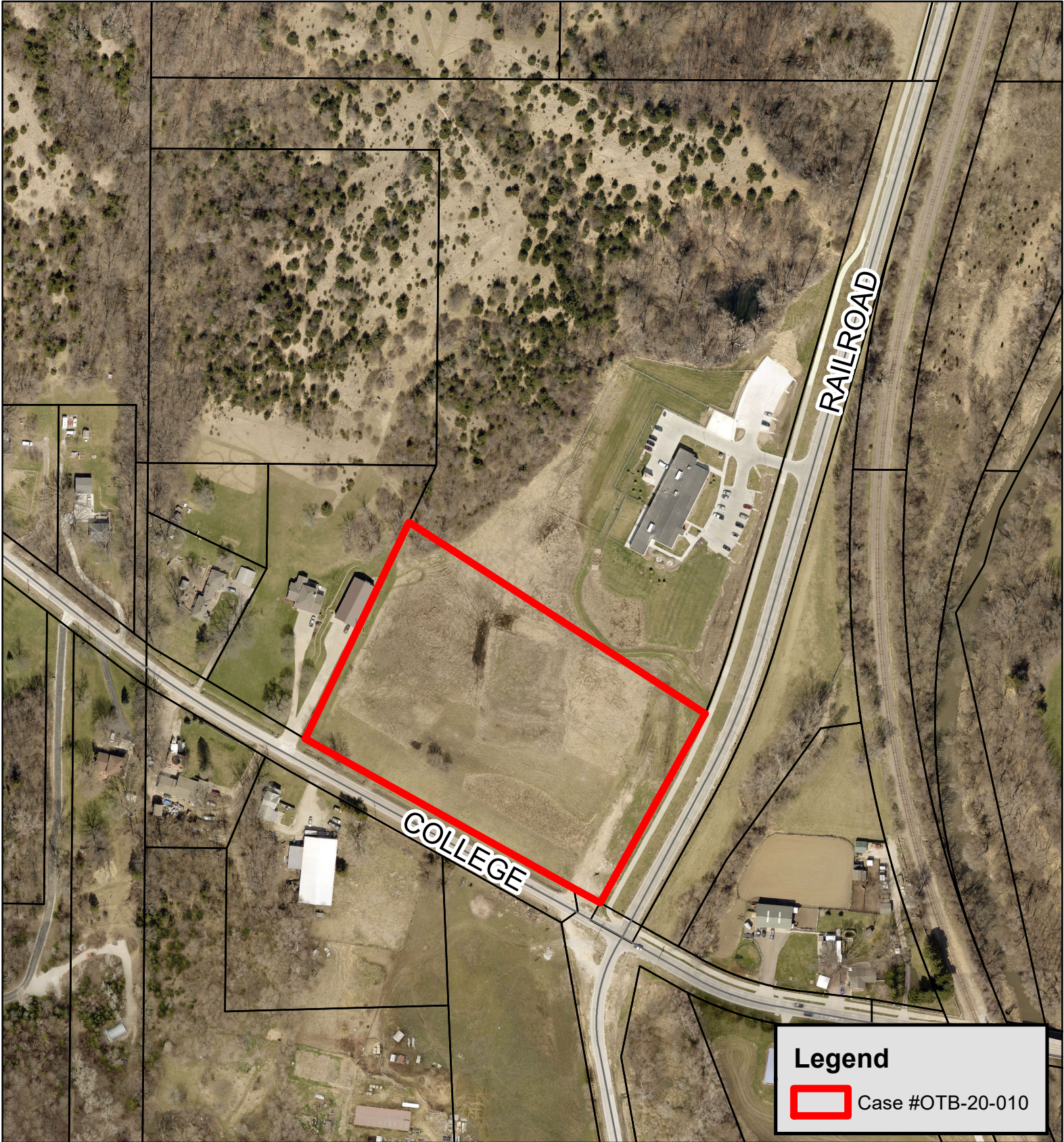
### Council Communication

Department: Community Development  CASE #OTB-20-010  Applicant: Midlands Humane Society 1020 Railroad Avenue, Suite A Council Bluffs, IA 51503  Representatives: Nikki Cruickshank Alex Gum	Resolution to Dispose No. _____	Public Hearing: 10-12-2020
<b>Subject/Title</b>		
Request of the Midlands Humane Society, represented by Nikki Cruickshank and Alex Gum, to purchase property legally described as Lot 2, Arbor Creek, City of Council Bluffs, Pottawattamie County, Iowa. The property is generally located at the Northwest corner of College Road and Railroad Avenue.		
<b>Background/Discussion</b>		
<p>The City has received an offer to purchase the property described above. The property is classified as “transitional preserve” and “buildable”. The applicant gained City Council approval to move forward with the offer to purchase the property at the June 8, 2020 City Council Meeting. The applicant wishes to acquire the property to provide space for future expansion of the humane society building and other amenities. According to the adopted policy of April 23, 2018, the property should be priced at the most recent assessed or appraised value, with an appraisal from JLL Valuation and Advisory Services valuing the subject property at \$188,745.00. The applicant has submitted an \$18,874.50 down payment to purchase the property.</p> <p>The initial offer to purchase the subject property by the Midlands Humane Society was reviewed by the City Council on November 26, 2018, at which time no action was taken and the offer was tabled with the request that the Midlands Humane Society compile a site plan showing how the land would be used and an approximate timeline of when the expansions would take place. On June 8, 2020, representatives of the Midlands Humane Society met before the City Council at the afternoon Study Session and presented their site plan and timeline. The City Council saw the proposal as adequate to move forward with the request. The full application to purchase the property was submitted to the Community Development Department on June 19, 2020.</p> <p>As a nonprofit organization, the Midlands Humane Society would pay no property taxes on the subject parcel if it were to be sold to them. Staff considers the property to be suitable for residential development, which would generate property taxes.</p> <p>The Information Technology Department indicated that there is City Fiber infrastructure underneath the trail that runs along Railroad Avenue. The Public Works Department confirmed that over \$2 million in infrastructure improvements and site work on and around the subject property has been completed with the goal of promoting future development and generating property tax. The Community Development Department acknowledges that the site’s proximity to two public streets, access to infrastructure (e.g. water, sewer, gas, electricity), location on an existing bus route, location within walking distance from a school, walking distance to commercial uses, and being adjacent to a bike path makes it well suited for a variety of residential development types.</p> <p>Attached for review is a location map of the subject property; a Letter of Intent which was submitted by the Midlands Humane Society; a conceptual site plan which shows the Midlands Humane Society’s long term goals for the subject property (the approximate timeline of the development is described in the Letter of Intent);</p>		

and a memo from Brandon Garrett that was submitted to the City Council on November 19, 2018, which details the infrastructure and development costs the City has incurred on the subject property, as well as supplemental information regarding future development on the property (originally submitted with a previously reviewed development proposal).
<p style="text-align: center;"><b>Recommendation</b></p> <p>The Community Development Department recommends denial of the request to dispose of the City property legally described as described as Lot 2, Arbor Creek, City of Council Bluffs, Pottawattamie County, Iowa to Midlands Humane Society.</p>
<p><b>Attachment A:</b> Location map</p> <p><b>Attachment B:</b> Midlands Humane Society Letter of Intent</p> <p><b>Attachment C:</b> Midlands Humane Society Conceptual Site Plan</p> <p><b>Attachment D:</b> November 19, 2018 Memo prepared by Brandon Garrett regarding future development on Lot 2, Arbor Creek</p>
<b>Prepared By:</b> Chris Meeks, Planner, Community Development Department



CASE #OTB-20-010







To: City of Council Bluffs

From: Alex Gum, Chair – Midlands Humane Society Board of Directors, Nikki Cruickshank Executive Director

Date: June 18, 2020

Re: MHS Offer to Purchase Land and Expansion Plan

In the first five years of operation we have seen tremendous growth, including double the number of adoptions and triple the number of pets re-united with their families. We are now able to provide a limited youth program, diverse volunteer opportunities, and have established long lasting partnerships with neighboring Humane Societies, Rescues, Veterinarians, and other animal welfare groups. Through our partnership with Iowa Western Community College we can offer a hands-on experience for the Veterinary Technician students. For the last two years we have employed a grant-funded Director of Animal Behavior who prepares animals for adoption, assists with placement during and after the adoption process, and provides behavior rehabilitation for special-needs pets.

While we are thrilled with how the community has embraced our programs through these first few years of growth, we have already recognized the looming need for expansion. Before the facility was constructed several important spaces were eliminated from the original plans to get MHS operational. In our strategic planning sessions in 2016, the board of directors set a five-year goal to expand and formed an expansion committee to identify, design, and price this plan in preparation for a future capital campaign. The committee has the land south of MHS identified for use in this expansion plan.

The following are features left out of the original design plus other areas identified since opening.

1. Surgery Suite to treat animals in-house, including spay and neuter procedures.
2. Community/Training room for public education, youth programs, volunteer activities and on-site community events.
3. Retail space to sell supplies to new adopters and other relevant items which creates another revenue stream for operations.
4. Private room for surrenders and owner requested euthanasia so individuals and families can grieve outside the public's view.
5. Storage for the vast array of necessary supplies and to store the massive amounts of donated food and items that are frequently received.
6. Employee and Volunteer break area to provide a central place for people to rest, converse and bond.
7. Enlarging the Kevin Bills Dog Park, which without being actively promoted, already sells as many annual memberships as its size can safely accommodate.
8. Additional animal adoptions, holding, and isolation areas.
9. Expanded enclosed green space areas for off-leash exercise, training and behavior work with shelter animals.



The first phase of the expansion plan will involve moving the existing dog park to make room for additional development behind the current building. The new dog park will include over 2 acres of fenced-in areas spanning from the current land onto the additional 6 acre parcel. Additional parking would be added right away while other amenities such as a community pavilion and restrooms could be added later. With a larger park area, we will be able to safely allow more members and actively promote this amenity to community. The existing dog park fencing will be repurposed for additional shelter play and adoption meet and greet areas. The project budget for phase 1 is as follows:

### **Phase One - Acquire Land and Relocate Dog Park**

Acquire land	
Purchase price (est. at appraised value)	188,000
Ancillary costs associated with real estate purchase (est. 5%)	9,400
Land total	<b>197,400</b>
Construct additional parking lot (26 spaces)	
Pavement and markings	46,049
Sidewalk	13,469
Subgrade Preparation	1,664
Engineering Fees	4,418
5% Contingency for bio swale, landscaping, city permit, handicapped sign, seeding and erosion matting, etc.	3,280
Parking Lot Total	<b>68,880</b>
Dog Park	
Estimate for engineering fees, drainage adjustments and soil preparation	75,000
Fencing and gates	37,300
Security gate entrance, including electrical	6,821
Water to park	3,313
5% Contingency to move existing signage, landscaping and misc.	6,122
Dog Park Total	<b>128,556</b>
<b>Total - Phase One</b>	<b>394,836</b>

Thanks to several generous bequests, the MHS board of directors has the funds to cover phase 1 and plans to begin the project as soon as a purchase agreement for the land is in place. During phase one, MHS will develop and launch a capital campaign to assist in funding for the remaining phases. Project timeline is estimated at 12-18 months.

Please note that, when projecting costs and timelines, there is uncertainty relating to land preparation that cannot be ascertained without expending funds for soil analysis, civil engineering work, etc. From a fiduciary standpoint, MHS does not consider it appropriate to spend donor dollars on such work until a purchase agreement for the land is in place.

The second phase will include a new 3,750 sq ft metal building with six parking bays including three designated for Animal Control and one for isolated animal drop off. This building would be located behind the current building (to the west) and would replace the use of the existing garage area. An additional 960 sq ft of climate-controlled storage will allow for better management of food and animal supplies as well as free up existing areas currently utilized for storage. The expansion committee designed the building with cooperation from Council Bluffs and Pottawattamie County Animal Control to optimize the interaction with MHS and animal control services. We have identified the costs and are allocating funds to be available after the dog park has been relocated. Project timeline for the new metal building is estimated to be 12-18 months with a projected cost of \$420,968, which includes a professional estimate of \$350,807 for the building and surrounding pavement plus a 10% contingency of \$70,161.

Once the new metal building is complete the third phase will begin which involves renovation of the existing garage space to create an Animal Surgery area that will be utilized for spay and neuter as well as other required surgeries. This will allow MHS to shorten the time an animal can be made available for adoption as well as save on expenses currently used for animal transportation. Additional opportunities would be available for IWCC as well as other area veterinary colleges for experience in shelter medicine. We have already secured donations targeted for this expansion as well as identified grants to support the development and operation of an in-house veterinary service. We are still working on the total costs of this renovation but believe \$250,000, which includes construction, equipment and other start-up costs, is a reasonable estimate. MHS already has a restricted donation of approximately \$100,000 for this phase. We expect a project timeline of 12-18 months.

The fourth phase of expansion will involve the need for an additional 14,000 sq ft building to allow for community gatherings, indoor training, and expanded adoption areas. This phase is likely 10 years out but without this land we would have to consider relocating or possibly a second site which would create logistic and resource overhead issues. Utilizing the construction budget of the original facility, high level costs have been estimated at \$4,065,067 and the project would require 2-3 years of focused campaign funding.

The attached project plan shows how the land would be utilized to allow MHS to provide industry leading animal sheltering services as well as amenities aimed at educating and engaging the community. MHS is and will continue to be a family destination that will attract residents of all ages who can connect and give back through their love for animals.







## Memorandum

---

To: City Council  
From: Brandon Garrett, AICP, Community Development Director  
Cc: Mayor Walsh and Jodi Quakenbush, City Clerk  
Date: November 19, 2018  
Re: Lot 2, Arbor Creek

---

The following supplemental information is provided regarding the property located at Lot 2, Arbor Creek and associated development proposals.

### **Planning and Zoning**

#### *Comprehensive Plan*

The Comprehensive Plan's future land use map (see Exhibit A) shows Lot 2, Arbor Creek as "Rural Residential/Agriculture", the same future land use designation for the ground developed for St. Patrick's Church, Presbyterian Home, a future townhome development, and Immanuel Pathways all nearby at Valley View Drive and College Road. The Parks & Recreation Framework Plan in the Comprehensive Plan (see Exhibit B) does not show a future park in this vicinity. Council Bluffs is under increasing pressure for residential development. This quarter of the city around Iowa Western Community College has undergone significant development since the Bluffs Tomorrow Plan was adopted in 2014. Generally speaking, it is more difficult to predict future land uses in undeveloped areas and market forces often play a major role in determining what the City supports. While the Comprehensive Plan is not a regulatory document, the City should strive to amend the future land use map to reflect larger incremental changes.

#### *Spot Zoning*

The proposed change does not meet the definition of spot zoning. A classic case of spot zoning would be a much different use wedged between similar uses—for example, zoning a small lot for Industrial within a residential block in an older neighborhood. In this case, the proposal is for roughly six acres and proposes to zone to a residential district adjacent to other residential districts. It is at the corner of two collector-style streets and has the capacity for much higher density. See attached memo regarding spot zoning cases in Iowa (see Exhibit C).

## *A-2 Zoning*

A-2 is an agricultural type of zoning that is a default for areas that have not developed. Several City parks and other City-owned parcels are zoned A-2 for lack of a “Public” zoning district. Iowa Western Community College is zoned A-2. Sometimes the City will proactively rezone land to A-2 as a placeholder for future parks or development such as in the Mid City area near the West Broadway Viaduct. In this case, there was no need to change the zoning from A-2 in the past because it was a combination of undeveloped land and publicly owned property. “Animal Shelters”, as defined in the zoning code are only allowed in A-2 zoning.

## *Density*

The proposed project includes 60 multi-family dwelling units (10 units per acre). Originally, the developers had hoped for a second phase, but the land request was reduced to align with the lease parcel for Midlands Humane Society. By zoning, the six acres could have yielded 135 dwelling units (22.5 units per acre), but the request was for substantially fewer units. The “PR” Overlay proposed would secure the number of units at 60. For reference, a typical low density single-family detached area in the West End is roughly 7.5 units per acre; not much less than the proposal.

## *Other 5+ Acre R-3 or R-4 Zoned Sites Available*

GIS was utilized to identify sites that were 5 acres or larger, vacant, and zoned R-3 or R-4. The Zimmerman proposal was for 6 acres and R-3, but this search was more broadly-inclusive. 19 properties were identified that met the criteria (see Exhibit D). However, upon closer examination of these sites, many have obstacles to development including terrain, utilities, access, forestation, or have already been approved for development. Zero properties discovered were zoned R-4. Six of the 19 properties are only partially zoned R-3 and would therefore require additional zoning action.

## **Infrastructure and Site Preparation**

### *Water Service*

Resolution 13-236 (see Exhibit E) states that the City, Midlands Humane Society, and Council Bluffs Water Works equally shared the cost of extending the water main in the amount of \$476,484 (\$158,828 City’s share). Ultimately, the City paid slightly less (\$158,250) when the work was completed (see Exhibit F). The resolution states that the water main will “...service the Midlands Humane Society and any future City developments at that location.” (see Exhibit E)

### *Additional Infrastructure*

Sanitary sewer, storm sewer, paving, a traffic signal, right-of-way, and other general costs are attributed to developing this area (see Exhibit G). These are costs associated with extending Railroad Avenue and utilities between E. Kaneshville Blvd. and College Road to make the ground developable for the Midlands Humane Society building and additional future development to the south—specifically, a new police headquarters building. A different site for the police headquarters was ultimately chosen, but the site was preserved by the City for future development since it had all necessary infrastructure.

Exhibit G:

<b>Infrastructure and Site Preparation Costs</b>	
<i>Grading and Fill</i>	\$ 234,882.00
<i>Water Service</i>	\$ 158,250.00
<i>Sanitary Sewer</i>	\$ 105,159.63
<i>Storm Sewer</i>	\$ 658,040.99
<i>Pavement: Road and Bike Trail</i>	\$ 1,097,003.31
<i>Traffic Signal</i>	\$ 189,871.41
<i>Right-of-Way</i>	\$ 852,000.00
<i>General Costs and Construction Engineering for Road and Infrastructure</i>	\$ 662,265.02
<b>TOTAL CITY COSTS</b>	<b>\$ 3,957,472.36</b>

#### *Grading and Fill*

A developer representing another project calculated the site at what is now Lot 2, Arbor Creek needed 2-3' of fill dirt to raise it out of the floodplain. Months later, it was determined that the site of the new police headquarters had excess dirt that would have to be removed at additional expense. Rather than discard this resource, the City coordinated the relocation of the dirt to be utilized as fill at Lot 2, Arbor Creek in order to make the site more developable and marketable. The relocation of the dirt and stabilization was coordinated by Public Works and was carried out properly. The cost of moving this resource to the site from the police headquarters was \$234,882 in 2017.

Any future development of the site will regrade it to accommodate their design. Any development will have to be engineered to follow all applicable grading and stormwater drainage requirements for retention etc. The proposed development did not plan to impact or grade any Loess Hills slopes; the development site is relatively flat (see Exhibit H).



## Exhibit H



Red area above is a portion of Loess Hill slope. This area is not proposed for grading.

### *Bus Route*

The site is served by the Blue bus route (see Exhibit I).

### **City Financial Support of the Midlands Humane Society**

The City made six payments in 2014 totaling \$1,500,000 to the Midlands Humane Society for construction of the facility (see Exhibit J). The City paid HGM Associates \$26,977 for design work related to the project in 2014 (see Exhibit J). In addition, from FY2015 to FY2018, the City made payments of \$259,845 (see Exhibit K). The City recently increased its contributions to the Midlands Humane Society from \$1.25 to \$2.00 per capita. This payment is calculated at 61,938 x \$2 (totaling \$123,876 per year). As of 11/09/18, the City has paid the Midlands Humane Society \$41,312.68 for FY2019 (see Exhibit K). From FY2014 to date, the City has spent \$1,828,134.68 in support of Midlands Humane Society (excluding infrastructure costs). The City owns the building and Midlands Humane Society leases the space for \$1 per year as part of a 99-year lease agreement. The City's Animal Control Division of the Community Development Department is located in the building and pays no additional rent above the City's per capita contribution.

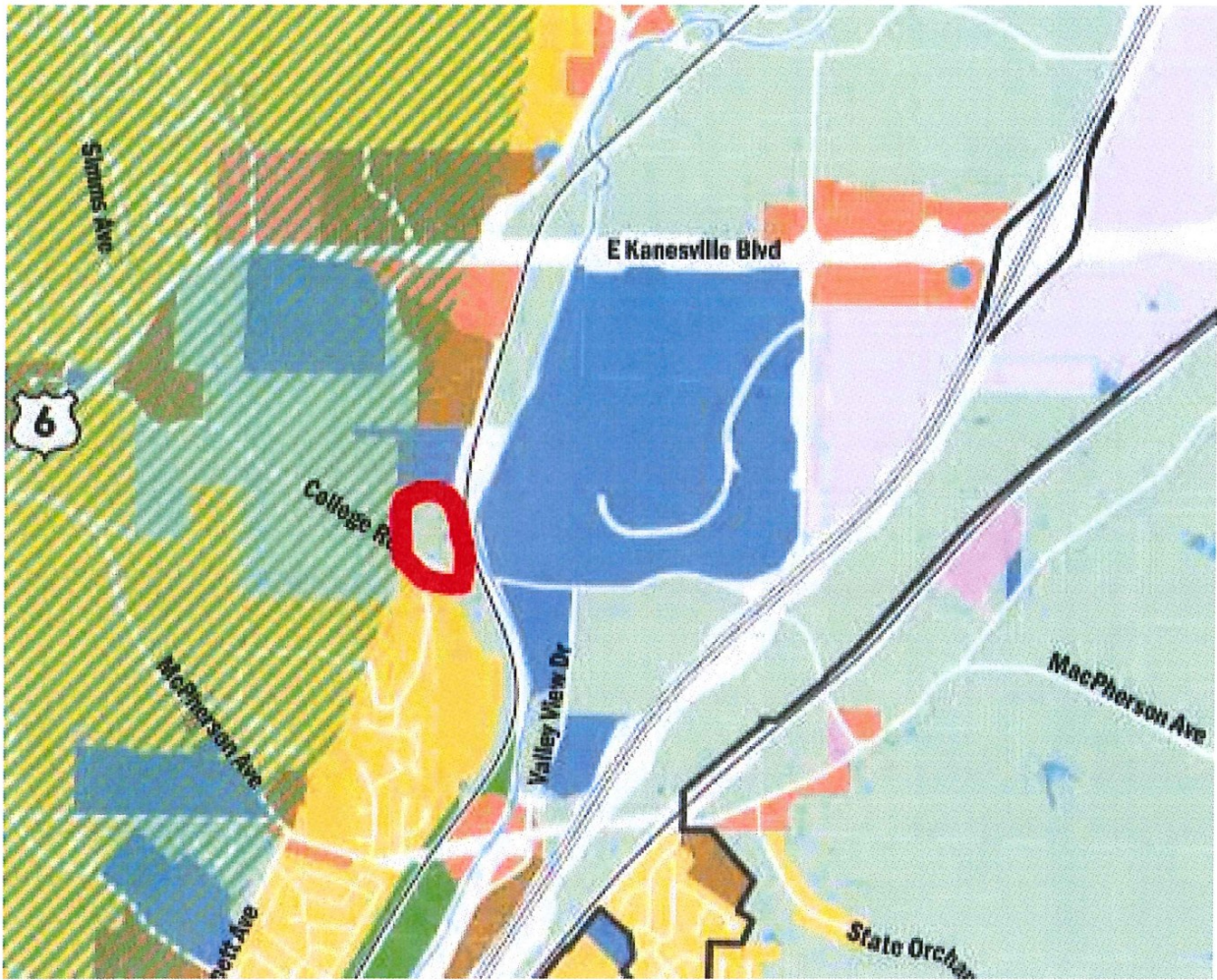
### **Estimated Local Property Taxes**

Midlands Humane Society: \$0/year

Current Zimmerman Proposal (60 dwelling units): \$61,844/year (see Exhibit L)



EXHIBIT "A"



**Land Use Legend**

**Residential**

- Rural Residential/Agriculture
- Low-Density Residential
- Medium-Density Residential
- High-Density Residential
- Multi-family/Mixed-use

**Commercial**

- Local Commercial
- Regional Commercial
- Downtown/Mixed-use

**Industrial**

- Office/Industrial
- Light Industrial
- Heavy Industrial

**Public Land Uses**

- Natural Areas
- Public Park
- Public/Semi-public
- Transportation/Utility
- Loess Hills Preservation Area










## EXHIBIT "B"

### **k Plan**

Community and  
Master Plan  
Land Use



### **Open Space Legend**

-  Loess Hills Preservation Area
-  Lakes
-  Rivers and Creeks
-  Pedestrian Priority Zone
-  Underserved Areas (as identified in Park Master Plan)
-  Existing Developed/Urbanized Footprint
-  Rural/Undeveloped

## INTER-OFFICE MEMO

TO: Honorable Thomas P. Hanafan, Mayor  
and Members of the City Council

FROM: Legal Department

DATE: January 10, 1991

RE: Spot Zoning

---

The Council has requested information about and examples of "spot zoning". Spot zoning results when a rezoning creates a small island of property with use restrictions different from those imposed on the surrounding property. Spot zoning is not necessarily illegal. Iowa courts look at several factors to determine whether spot zoning is reasonable and valid, including the following.

- a. the size of the spot rezoned
- b. the prior use of the rezoned tract
- c. the tract's suitability for various uses
- d. the uses of the surrounding property

In general, where a court can find that a city or county had a reasonable basis for rezoning a particular tract to serve the public welfare, rather than solely for private gain, spot zoning will be upheld. The public welfare is promoted by zoning that encourages efficient urban development, lessens congestion on streets, prevents overcrowding, increases or stabilizes property values and the tax base, and conforms to the comprehensive plan.

Some examples from Iowa cases are illustrative.

### Illegal Spot Zoning

1. An ordinance rezoned one corner of an interstate intersection to light industrial. The other corners remained agricultural districts. This rezoning was illegal spot zoning because the evidence showed that all four corners were used similarly before the rezoning, and each corner was equally adaptable to a light industrial use. There was no public benefit in choosing one corner over the others. Keppy v. Ehlers, 115 NW2d 198 (Iowa 1962).

2. An ordinance rezoned one lot in the middle of a block surrounded by single-family dwellings. The property in question was a large home near Drake University; the owners wanted to convert it to a sorority house. At the time of the requested rezoning, however, it had always been used as a single-family dwelling. The court found that there was no rational basis to distinguish this property from the others in the block, since all shared the same prior use and were equally suited for the proposed rezoning. Hermann v. City of Des Moines, 97 NW2d 893 (Iowa 1959).

EXHIBIT "C" (continued)

January 10, 1991  
Spot Zoning  
Page 2

Legal Spot Zoning

1. Agricultural land was rezoned to allow a hog-slaughtering plant. The land around the rezoned tract remained agricultural. This rezoning was valid because, unlike the surrounding land, the rezoned parcel was not prime agricultural land and was near a road, river and railroad tracks.

In this case, the public benefits (adding manufacturing to a troubled agriculture-based economy, increasing tax revenues, and creating jobs) were consistent with the goals of the comprehensive plan. The rezoning was not solely for private gain. Montgomery v. Bremer County Board of Supervisors, 299 NW2d 687 (Iowa 1980).

2. An undeveloped two-acre tract of single-family residential district was rezoned to a neighborhood shopping district. Because the tract was at the corner of a busy intersection, it was not well suited for a home, but was uniquely appropriate for a neighborhood shopping center. Once again, the benefits to the public (providing needed shopping in a rapidly growing residential area) were in accord with the goals of the comprehensive plan. Jaffe v. City of Davenport, 179 NW2d 554 (Iowa 1970).

3. A four-story, 16-room structure was rezoned from single-family to multiple-family. The rest of the neighborhood remained single-family. This rezoning was legal. The building had been used as a medical clinic, rooming house and nursing home and had little appeal as a single-family dwelling. Rezoning would have little or no impact on the value of surrounding properties, and would not otherwise burden them. There is public benefit in eliminating nonconformities. Keller v. City of Council Bluffs, 66 NW2d 113 (Iowa 1954).

To summarize, illegal spot zoning benefits a particular owner at the expense of the public good and is inconsistent with the goals of the comprehensive land use plan.

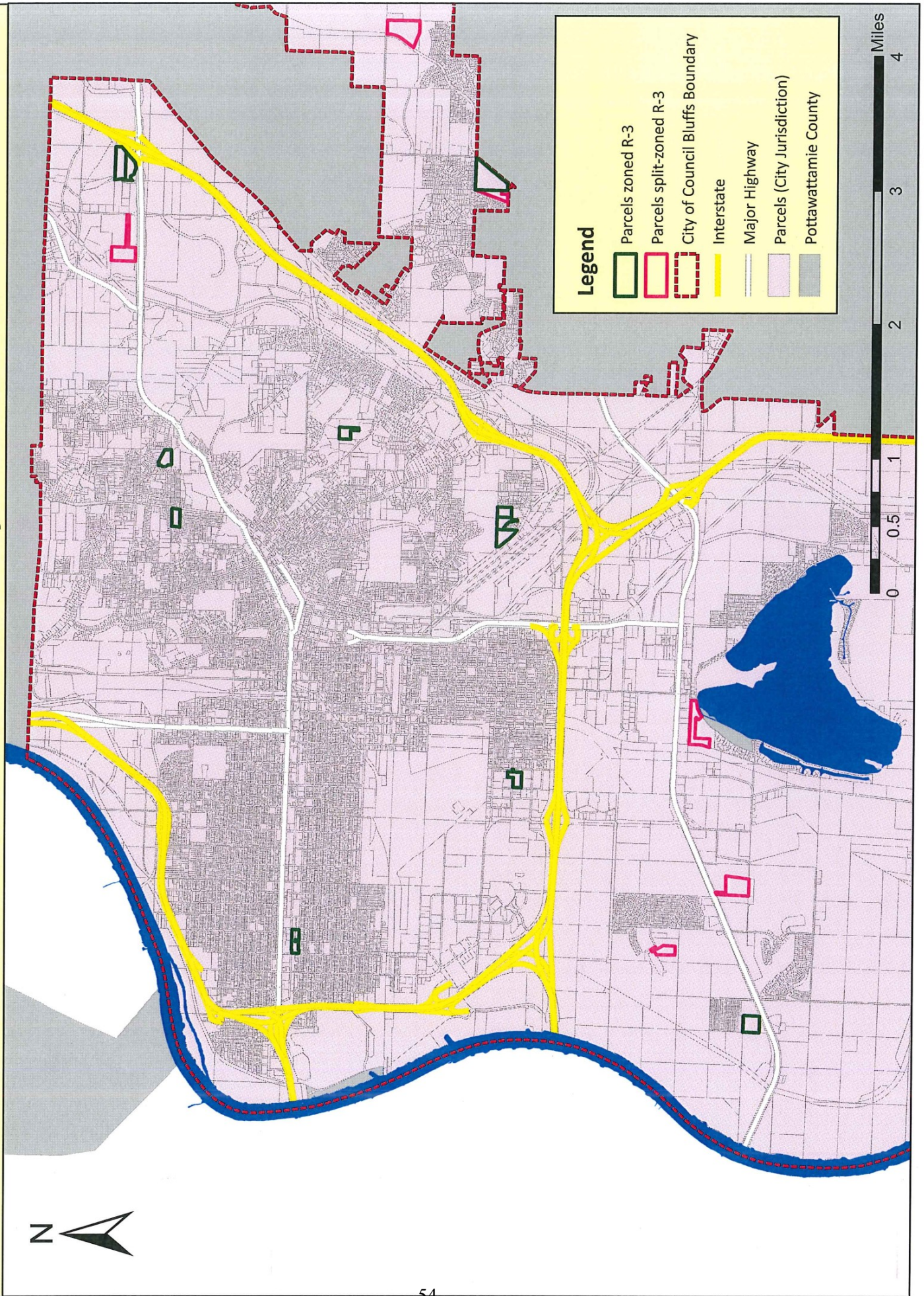
Respectfully submitted,

Kathleen A. Kilnoski  
KATHLEEN A. KILNOSKI  
Assistant City Attorney

KAK/jk



# Undeveloped Parcels over 5 acres Zoned Appropriately for Multifamily Development in the City of Council Bluffs





# EXHIBIT "E"

## Council Communication

Department: Health Department	Ordinance No.:	City Council: September 9, 2013
Case/Project No.: N/A	Resolution No.: <u>13-236</u>	First Reading: N/A
		Second Reading: N/A
		Third Reading: N/A
		Public Hearing: N/A
<b>Subject/Title</b>		
Midlands Humane Society Project – Water Main Extension Agreement		
<b>Location</b>		
Running from Indian Hills Road to Railroad Avenue		
<b>Background/Discussion</b>		
<p><u>Background</u></p> <p>The City owns approximately 28.88 acres of property along College Road and Railroad Avenue. The Midlands Humane Society and the City has been working diligently over the past several years to develop and construct a new humane society and associated dog park on approximately 7 acres of said property.</p> <p><u>Discussion</u></p> <p>Since there is no water at this location, a water main extension must be brought in from the top of Indian Hills Road. This will service the Midlands Humane Society and any other future City developments at that location. At the September 9<sup>th</sup> City Council meeting, a public hearing will be held to approve the plans, specifications and form of contract for the water main extension portion of the project. At this same meeting, we are also asking for approval of the Water Works agreement detailed below.</p> <p>A water main extension agreement has been prepared by the Water Works that details the roles and responsibilities of each participant. The Water Works estimates the cost for improvements will be \$476,484.00; 1/3 of the cost will be incurred by the City, 1/3 by Midlands Humane Society and 1/3 by the Council Bluffs Water Works. The cost to the City will be funded through existing fund balances. This includes the installation of approximately 1,750 linear feet of eight inch ductile iron pipe and 810 linear feet of twelve inch ductile iron and all necessary fire hydrants and other appurtenances.</p>		
<b>Staff Recommendation</b>		
The Council Bluffs Health Department recommends that City Council adopt the resolution authorizing the Mayor to execute an agreement with the Council Bluffs Water Works for a water main extension in conjunction with the Midlands Humane Society Project.		

## EXHIBIT "F"

### City of Council Bluffs

Proj 00503 Midlands Humane Society and Water Main Extension

\$'s

#### Expense

Payments to CB Water Works for Water Main

158,250

Payments to Midlands Humane Society for Construction

1,500,000 see detail

Payments to HGM Associates

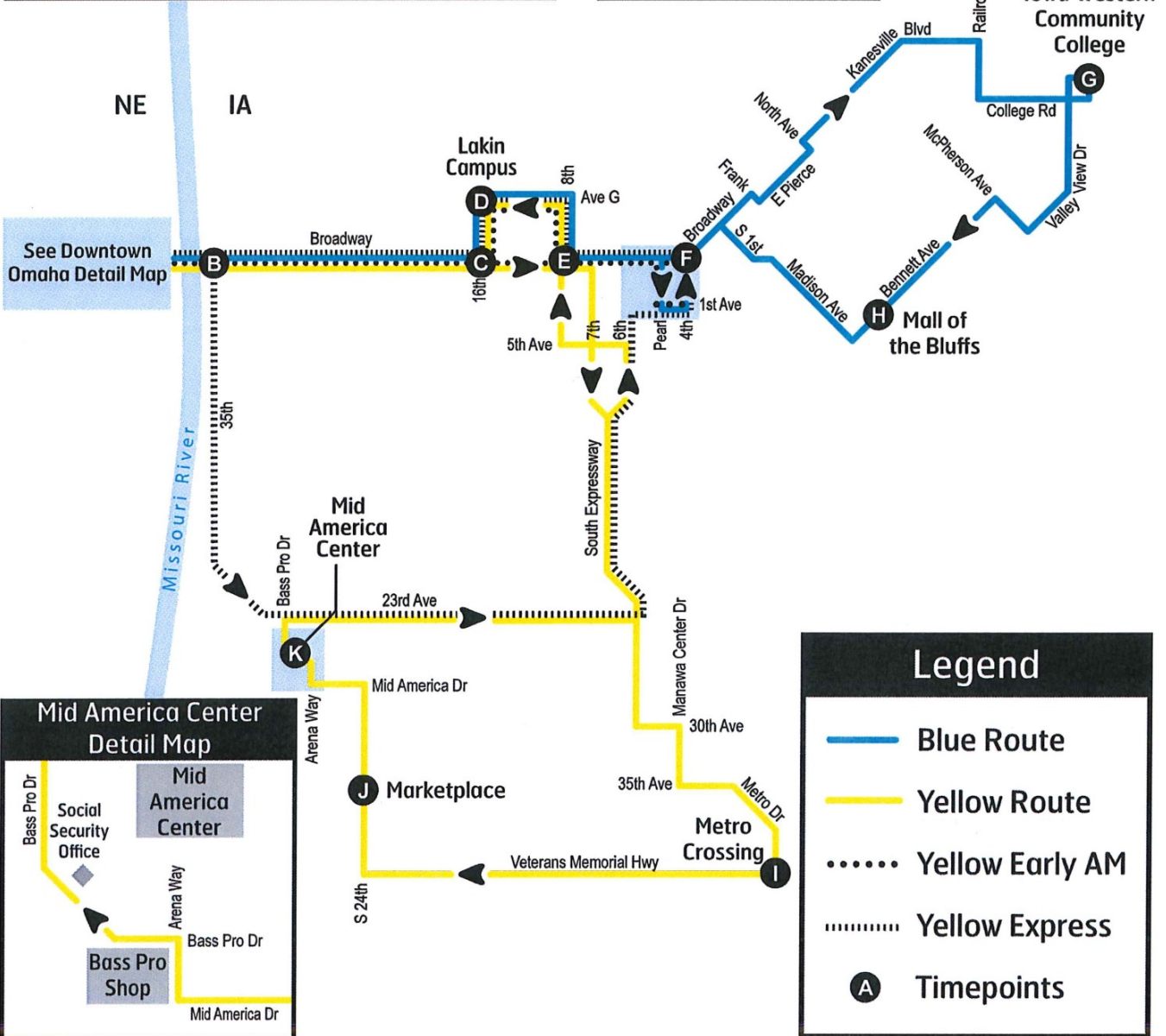
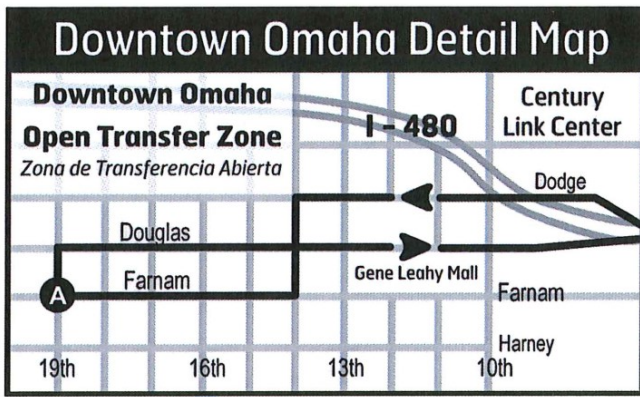
26,977

**Total Expense**

**1,685,227**

**Funding sources: General Obligation Bond, Gaming and General Fund**

# EXHIBIT "I"



# EXHIBIT "J"

## Project Construction payments to Midlands Humane Society

Other Capital Improvements - \$1,500,000.00

<u>Vendor</u>	<u>Description</u>	<u>CK Amt</u>	<u>Ck No</u>	<u>Ck Date</u>
Midlands Humane Society	Reimb Anderson Construction/BVH	305,608.76	CK#6375	1/31/2014
Midlands Humane Society	Animal Shelter Construction	240,655.53	213820	7/8/2014
Midlands Humane Society	Animal Shelter Construction	295,047.05	213820	7/8/2014
Midlands Humane Society	Animal Shelter Construction	140,290.61	7136	9/15/2014
Midlands Humane Society	Animal Shelter Construction	231,774.54	7137	9/15/2014
Midlands Humane Society	Construction Pymt #6	286,623.51	7292	10/31/2014
		<u>1,500,000.00</u>		



# EXHIBIT "K"

## City of Council Bluffs

Payments to Midlands Humane Society FY15 to FY19 year-to-date  
As of 11/14/2018

### FY19 Payments to Midlands Humane Society as of 11/15/2018

Check #	Warrant	Amount
37,525	11/09/18	10,328.17
37,057	10/03/18	10,328.17
36,770	09/05/18	10,328.17
36,447	08/08/18	10,328.17
		<u>41,312.68</u>

### FY18 Payments to Midland Humane Society

Inv No	Inv Date	Warrant	Ck #	Amt	
6111	05/31/2018	06/27/18	35981	6,455.10	
5824	04/30/2018	05/23/18	35559	6,455.10	
5467	03/31/2018	04/11/18	35072	6,455.10	
5055	02/28/2018	03/07/18	34691	6,455.10	
4783	01/31/2018	02/07/18	34408	6,455.10	
4499	12/31/2017	01/10/18	34107	6,455.10	
4130	11/30/2017	12/06/17	33740	6,455.10	
3895	10/31/2017	11/08/17	33436	6,455.10	
3679	09/30/2017	10/11/17	33054	6,455.10	
3613	09/21/2017	09/26/17	32893	891.00	Garage Door Repair
3428	08/31/2017	09/05/17	32655	6,455.10	
3144	07/31/2017	08/08/17	32346	6,455.10	
2858	06/30/2017	07/11/17	31962	6,455.10	
					<u>78,352.20</u>

### FY17 Payments to Midland Humane Society

Inv No	Inv Date	Warrant	Ck #	Amt
2613	05/31/2017	06/27/17	31807	6,455.10
2343	04/30/2017	06/27/17	31807	6,455.10
2059	03/31/2017	04/11/17	30932	6,455.10
1851	02/28/2017	04/11/17	30932	6,455.10
021017	02/10/2017	02/21/17	30457	750.00
1747	01/31/2017	04/11/17	30932	6,455.10
1660	12/31/2016	01/24/17	30196	6,455.10
1597	11/30/2016	12/06/16	29741	6,455.10
1543	10/31/2016	11/01/16	29390	6,455.10
1498	09/30/2016	10/18/16	29250	6,455.10
83116	08/31/2016	09/20/16	28958	6,455.10
73116	07/31/2016	08/09/16	28505	6,455.10
63016	07/18/2016	07/26/16	28352	6,455.10
				<u>78,211.20</u>

### FY16 Payments to Midland Humane Society

Inv No	Inv Date	Warrant	Ck #	Amt
53116	05/31/2016	06/14/16	27901	6,455.10
43016	04/30/2016	05/17/16	27584	6,455.10
33116	04/05/2016	04/05/16	27142	6,455.10
22916	02/29/2016	03/08/16	26865	6,455.10
13116	01/31/2016	02/16/16	26706	6,455.10
123115	12/31/2015	02/16/16	26706	6,455.10
NOV-2015	11/30/2015	12/29/15	26304	6,455.10
OCT-2015	10/31/2015	12/29/15	26304	6,455.10
093015	09/30/2015	11/10/15	25911	6,455.10
AUGUST-2015	08/31/2015	12/29/15	26304	6,455.10
073115	07/31/2015	08/25/15	25204	6,455.10
				<u>71,006.10</u>

### FY15 Payments to Midland Humane Society

Inv No	Inv Date	Warrant	Ck #	Amt	
053115	05/31/2015	06/23/15	268	6,455.10	
043015	04/30/2015	06/23/15	268	6,455.10	
033115	03/31/2015	05/26/15	220055	6,455.10	
022815	02/28/2015	03/03/15	218434	6,455.10	
100	01/31/2015	02/03/15	217949	6,455.10	
c5f412783b	10/31/2014	8142	7292	286,623.51	included on construction payments schedule
BVH#12078-5	07/31/2014	8071	7137	231,774.54	included on construction payments schedule
				<u>550,673.55</u>	

# EXHIBIT "L"

<u>Apt. Name</u>	<u>Address</u>	<u># of units</u>	<u>Mkt units</u>	<u>LIHTC units</u>	<u>Assessed Value</u>	<u>Taxes Paid</u>	<u>Taxes per unit</u>			<u>Mill rate</u>
Prime Square Apartments	822 South Main Street	80	24	56	\$ 3,322,000	\$ 117,678	\$ 1,471	highest		45.35326
			30%							
Beacon Place Apartments	2400 South 19th Street	40	0	40	\$ 1,301,000	\$ 50,656	\$ 1,266			45.35326
Thornbury Way	1951 Nash Blvd.	30	0	30	\$ 636,900	\$ 28,100	\$ 937		Mid Average	45.35326
									\$ 1,030.73	
Salisbury Court	1835 Nash Blvd.	18	0	18	\$ 404,500	\$ 16,004	\$ 889			45.35326
Sherwood Place Apartments	2331 Sherwood Drive	32	0	32	\$ 849,800	\$ 21,014	\$ 657	lowest		45.35326
OVERALL AVERAGES FOR FIVE DEVELOPMENTS ABOVE		40	4.8	35.2	\$ 1,302,840	\$ 46,690	\$ 1,043.97			
Valley Ridge Apartments (Zimmerman Proposal)		60	10	50		\$ 61,844	\$ 1,030.73			

*Return to: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503 - Phone: (712) 890-5261*  
*Prepared by: Community Development Dept., Council Bluffs, IA 51503 – Phone: (712) 890-5350*

---

**RESOLUTION NO. 20-246**

**A RESOLUTION TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED LOT 2, ARBOR CREEK SUBDIVISION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA**

**WHEREAS,** the City has previously expressed its intent to dispose of City owned property legally described as Lot 2, Arbor Creek Subdivision, City of Council Bluffs, Pottawattamie County, Iowa; and

**WHEREAS,** a public hearing has been held in this matter on October 12, 2020 at 7:00 p.m.

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

That the Mayor and City Clerk be and are hereby authorized, empowered and directed to execute a quit claim deed conveying the City's interest in the above-described property as follows:

Midlands Humane Society, and all successors in interest: legally described as Lot 2, Arbor Creek Subdivision, City of Council Bluffs, Pottawattamie County, Iowa; and

**BE IT FURTHER RESOLVED**

That the purchase price be \$188,745.00, with the remaining balance beyond the submitted \$18,874.50 down payment due at closing. Closing and the property closing must occur within 60 days of the date of approval.

**BE IT FURTHER RESOLVED**

The applicant shall sign an agreement to combine the subject properties under one parcel number, and to not sell the subject properties separately without prior City approval; and

**BE IT FURTHER RESOLVED**

That the City Clerk is directed to deliver this resolution and attached documents to the County Recorder.

ADOPTED

AND

APPROVED:

November 9, 2020.

\_\_\_\_\_  
Matthew J. Walsh

\_\_\_\_\_  
Mayor

ATTEST:

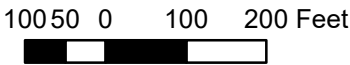
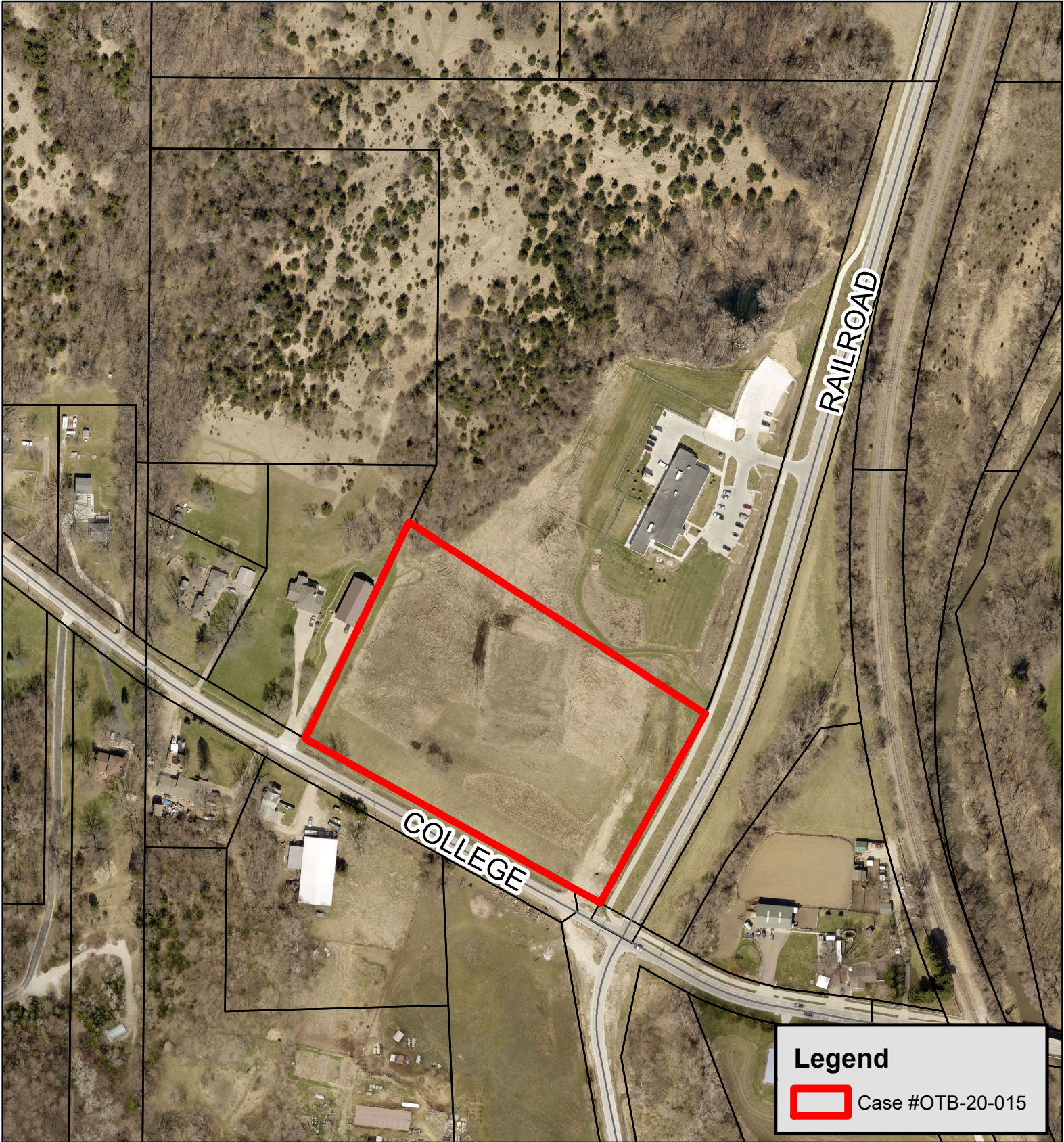
\_\_\_\_\_  
Jodi Quakenbush

\_\_\_\_\_  
City Clerk

## Council Communication

Department: Community Development  CASE # OTB-20-015  Applicant: Neal Drickey 2023 S 181 Circle Omaha, NE 68130	Resolution of Intent No. _____  Resolution to Dispose No. _____	Public Hearing: 10-12-2020
<b>Subject/Title</b>		
Resolution to dispose of City property legally described as Lot 2, Arbor Creek Subdivision, City of Council Bluffs, Pottawattamie County, Iowa to Neal Drickey. The property is generally located at the Northwest corner of College Road and Railroad Avenue.		
<b>Background/Discussion</b>		
<p>In July, City Council directed Community Development staff to release a Request for Proposals (RFP) for the property generally located at the corner of College Road and Railroad Highway as an alternative plan to the offer to buy submitted by the Midlands Humane Society (MHS) (OTB-20-010).</p> <p>The City received one response to the RFP published. Neal Drickey and his development team submitted a proposal for two alternatives with 34 and 36 housing units respectively. Both options are projected to increase the taxable value to over \$7 million. Each option will have a combination of attached single family row houses and single family units with the row houses marketed to households at or below 80% of the median family income. Estimated sales prices range from \$160,000 for the row houses to \$245,000 for the detached single family units. The total project cost is approximately \$7.4 to \$7.6 million.</p> <p>Drickey is requesting the City create an Urban Renewal Plan and Area and a tax increment financing (TIF) district for the parcel. The request for TIF is 50% of the eligible tax for ten (10) years. This totals approximately \$1.6 million, which would pay for the cost of infrastructure. A change of zone to R-2 and a Planned Residential Overlay would also be required.</p> <p>As stated in the MHS offer, the property is classified as “transitional preserve” and “buildable”. The Information Technology Department indicated that there is City Fiber infrastructure underneath the trail that runs along Railroad Avenue. The Public Works Department confirmed that over \$2 million in infrastructure improvements and site work on and around the subject property has been completed with the goal of promoting future development and generating property tax. The Community Development Department acknowledges that the site’s proximity to two public streets, access to infrastructure (e.g. water, sewer, gas, electricity), location on an existing bus route, location within walking distance from a school, walking distance to commercial uses, and being adjacent to a bike path makes it well suited for a variety of residential development types.</p>		
<b>Recommendation</b>		
The Community Development Department recommends the disposal of the property legally Lot 2, Arbor Creek Subdivision, City of Council Bluffs, Pottawattamie County, Iowa to Neal Drickey for the purchase price of \$200,000.		
<b>Attachment A:</b> Location map <b>Attachment B:</b> Drickey Development Proposal		
<b>Prepared By:</b> Courtney Harter, Housing & Economic Development Manager		







# RESPONSE TO PROPOSAL City of Council Bluffs

## Redevelopment Project College Rd & Railroad Ave.

Presented by  
Neal Drickey  
Created 09/17/2020



**Attachment E**  
Proposal Cover Page

**Project Information**

Project Name College and Railroad

**Organization Information**

Name of Developer Neal Drickey

Mailing Address 2023 S 181 Circle Omaha Ne 68130

Contact Person Neal Drickey

Telephone 402-598-7270 Fax \_\_\_\_\_

Email Address ndrickey@yahoo.com

Employer Identification Number Entity will be formed if awarded this project \_\_\_\_\_ MBE/WBE Owned? NO

DUNS Number \_\_\_\_\_

**Partners**

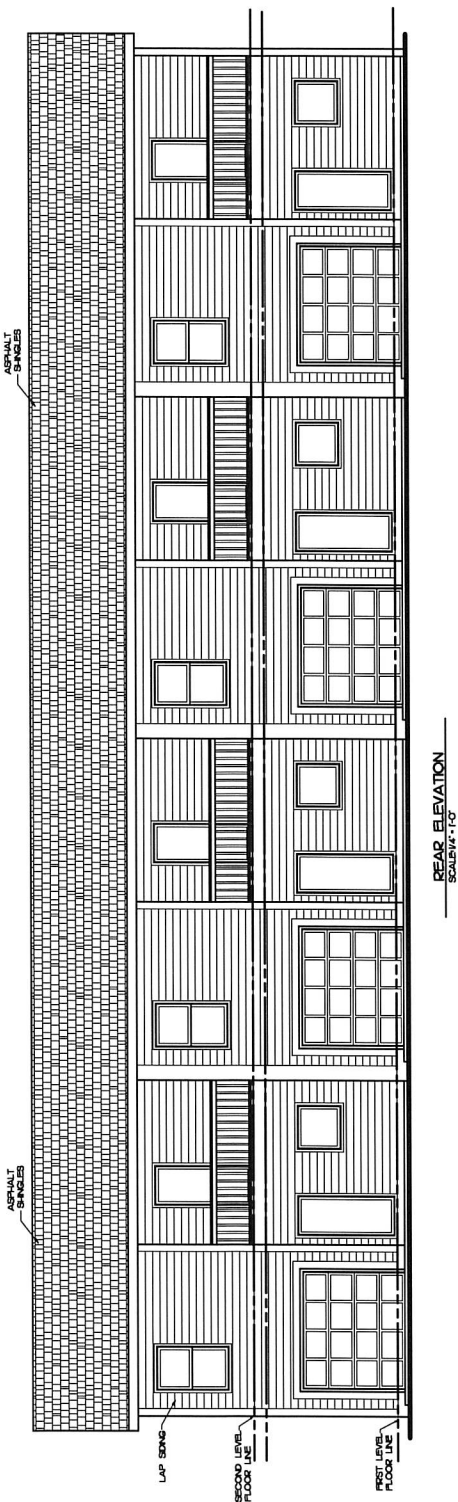
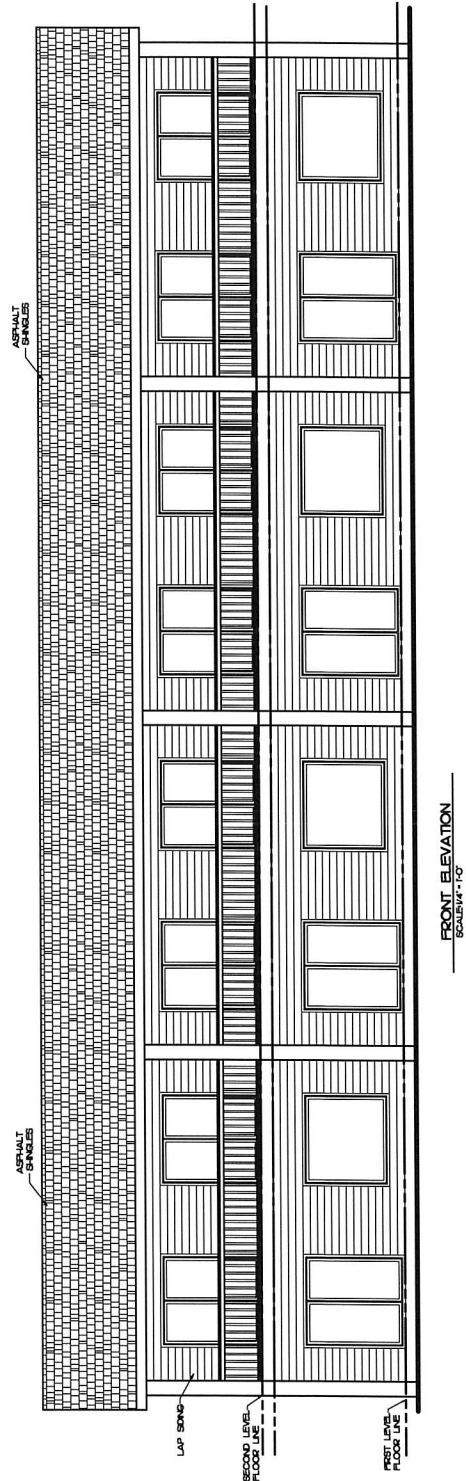
Type	Name and Address	Contact Person
Project Development		
Architectural Firm		
Engineering Firm	E&A	Mark Westergard
Lender	Preliminary approval by Premier Bank	Josh Berry
Other (specify)		
Other (specify)		

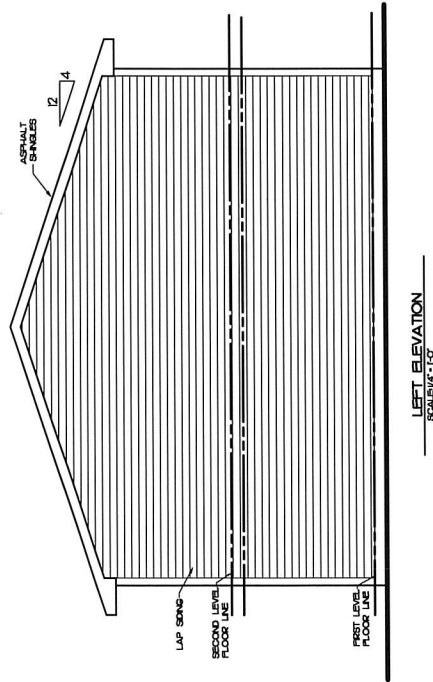
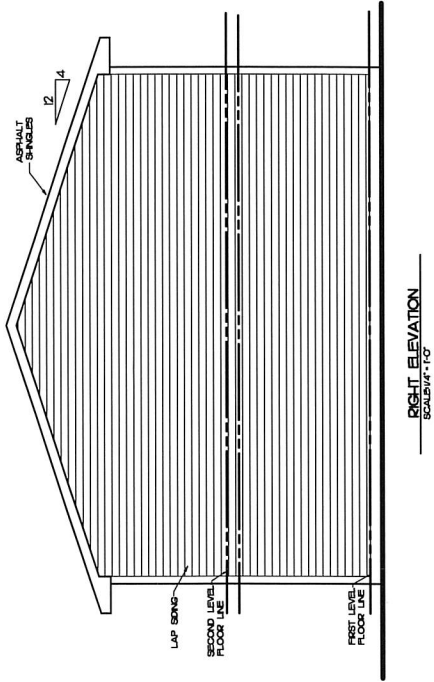
# Project Plan / Summary

- Options of development ideas to meet the demands of the city and community needs.
  - Option A – 34 Total units (12 Row House, 19 Ranch Home mix of 2 and 3 car garage, 3-2 Story Home).
  - Option B – 36 Total units (12 Row House, 16 Ranch Home mix of 2 and 3 car garage, 8-2 Story Home).
- Options of finishes for units to meet all levels of homeownership.

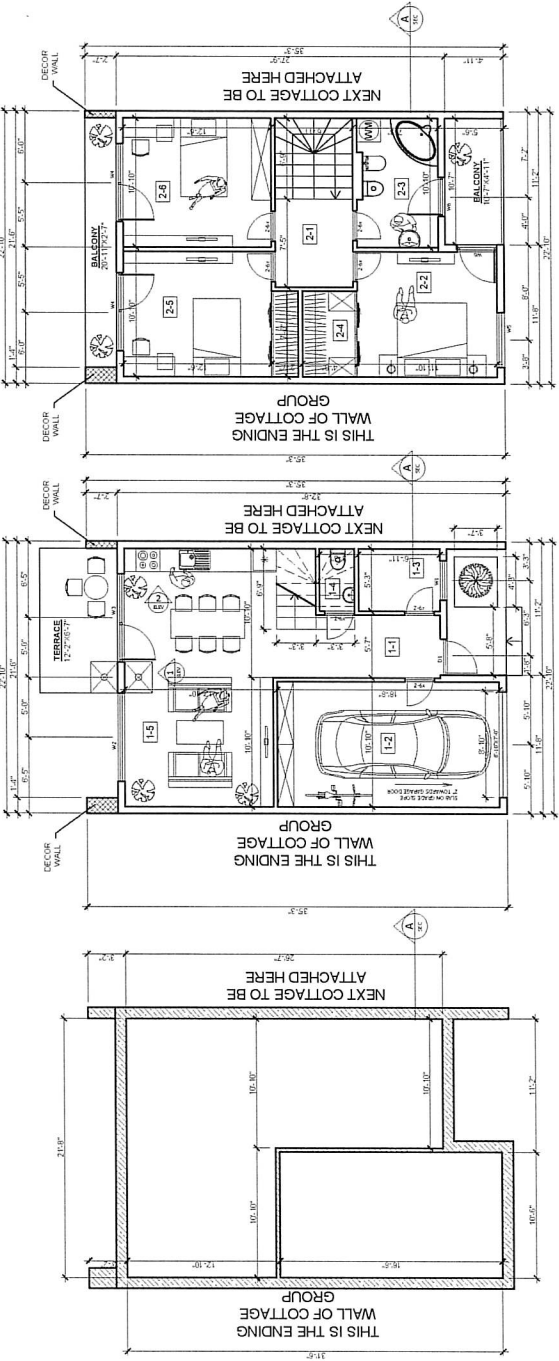


THIS DOCUMENT IS NOT AN ARCHITECT OR ENGINEER'S PROFESSIONAL DESIGN OR CONSTRUCTION DOCUMENT. IT IS FOR INFORMATION ONLY. THE USER ASSUMES ALL LIABILITY FOR THE QUALITY OF THE INFORMATION AND THE USER'S USE OF THE INFORMATION. THE USER ASSUMES ALL LIABILITY FOR THE QUALITY OF THE INFORMATION AND THE USER'S USE OF THE INFORMATION.





# Row House



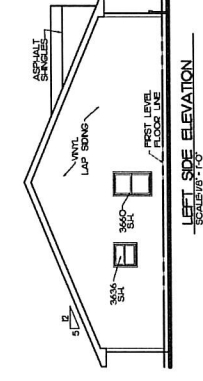
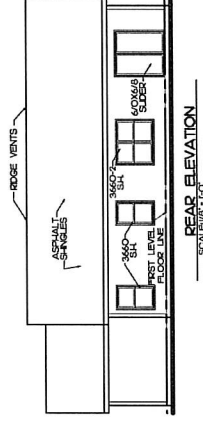
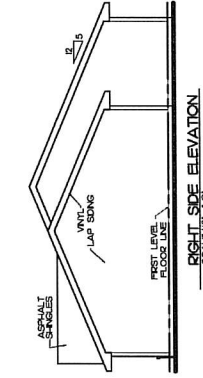
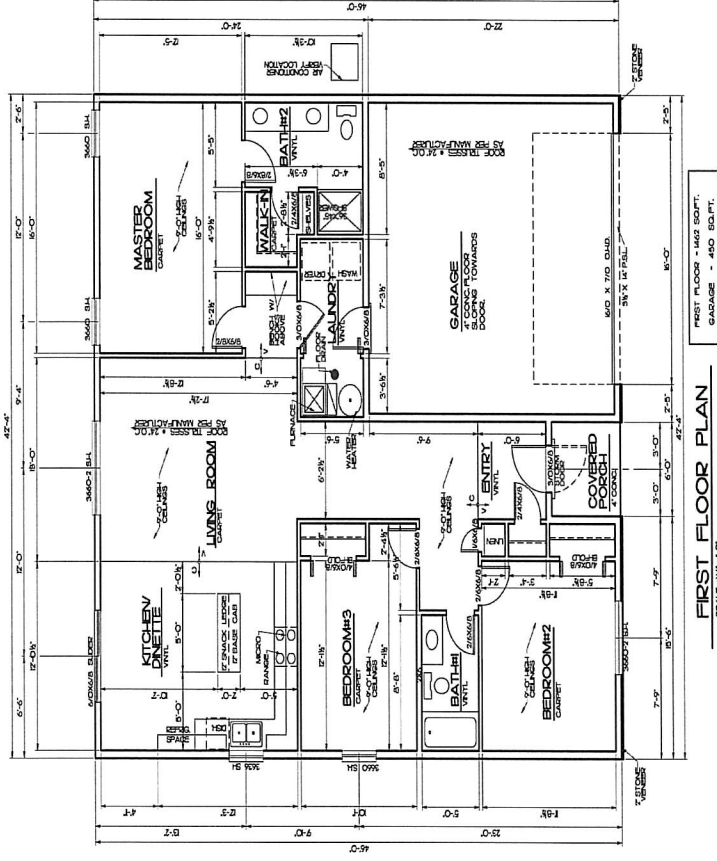
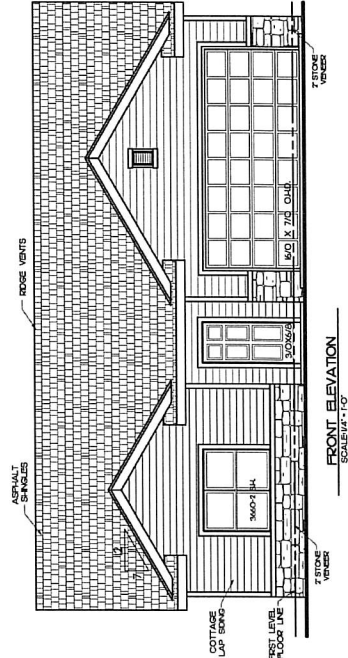
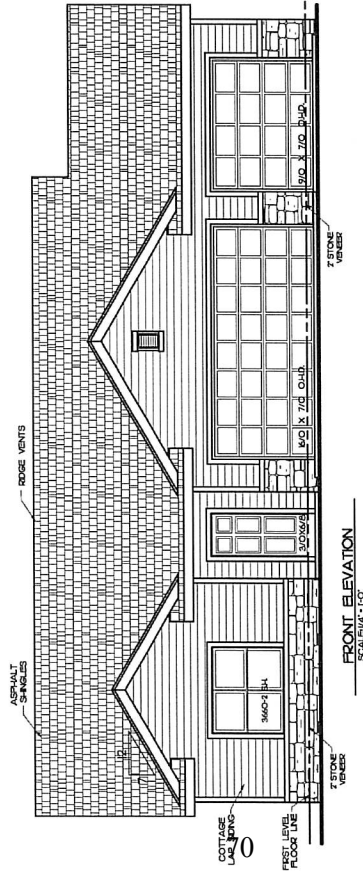
MAIN LEVEL :	
NO.	NAME
1-1	HALL
1-2	GARAGE
1-3	WARDROBE
1-4	BATH
1-5	GREAT ROOM/KITCHEN/ DINING
TOTAL	283

FOUNDATION PLAN  
SCALE 1/4" = 1'-0"

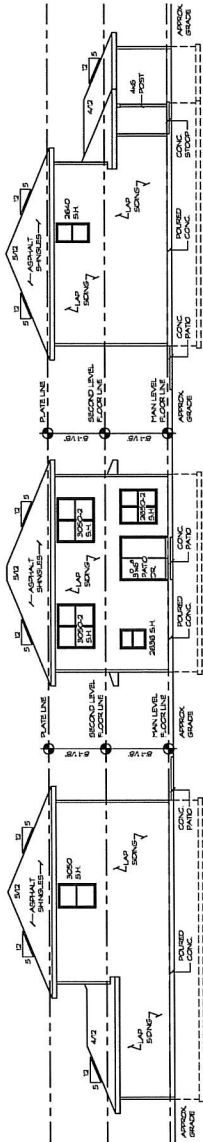
UPPER LEVEL :	
NO.	NAME
2-1	HALL
2-2	MASTER BEDROOM
2-3	BATH
2-4	WARDROBE
2-5	BEDROOM
TOTAL	359

UPPER LEVEL FLOOR PLAN  
SCALE 1/4" = 1'-0"

# Layla 2/3 Car Garage



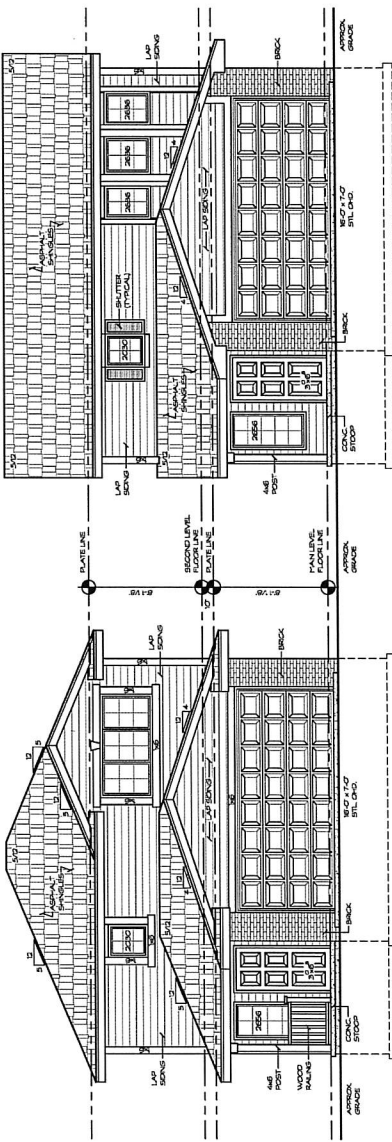
# Stern 2 Story



1 RIGHT SIDE ELEVATION  
SCALE: 1/8" = 1'-0"

2 REAR ELEVATION  
SCALE: 1/8" = 1'-0"

3 LEFT SIDE ELEVATION  
SCALE: 1/8" = 1'-0"



OPTION A  
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"

OPTION B  
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"

OPTION C  
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"

# Developer Resume

- Completed Projects –
  - Gethsemane Gardens Development in Lake Manawa.
    - 25 Homes built in last 2 years and brought to certificate of occupancy without partnership or borrowed money.
    - Development increased taxable value of property over \$5,000,000
  - Indian Hills Storage Redevelopment
    - Purchased and redeveloped former nursing home into a 65,000sqft climate controlled indoor storage complex. Creating jobs, increasing taxable value of property over 300% and meeting community needs for more storage options.
- Current Projects –
  - Golden Hills Phase 2 in Crescent Iowa
    - Bringing 29 new homes to Crescent increasing taxable value over \$9,000,000 while utilizing similar TIF agreement.

## NEAL DRICKEY

- 25 Years Excavation, Site Prep, Heavy Equipment Operation
- 25 Years Utilities Installation
- 20 Years Pipeline Work

Projects Completed Around U.S.

Iowa, Nebraska, Kansas, Minnesota, Wisconsin, Missouri, Oklahoma, Texas

## JPR ENTERPRISES / JOE RAYMOND

- 25 Years Custom Home Builder, Up To 2.5 Million
- Extensive Home Remodeling Throughout the Metro
- Commercial Buildouts
- River Front Tower, Rustic Cuts, Indian Hills Storage
- Primary Residential of most of Gethsemane Gardens

## CLINT BRUNOW, REALTOR - HEARTLAND PROPERTIES

- 24 Years' Experience in Listing/Selling Hundreds of Homes
- Involvement from Inception to Completion of Gethsemane Gardens House Construction

## LAMSON DUGAN & MURRAY LLP

- Legal Council

## E & A Consulting Group

- Mark Westergard, Engineer



# Gethsemane Gardens Development





# Indian Hills Storage



# Project Timeline

- ♦ Engineering and Planning Fall 2020
- ♦ Lot Development – Winter/Spring 2021
- ♦ Phase 1 Home Build – Spring/ Summer 2021
- ♦ Phase 1 Home Sales – Winter 2022
- ♦ Phase 2 Home Build – Winter/ Spring 2022
- ♦ Phase 2 Home Sales – Fall 2020 / Winter 2023
- ♦ Phase 3 Home Build – Winter / Spring 2023
- ♦ Phase 3 Completion – Fall 2023 / Winter 2024




September 14, 2020

To Whom It May Concern:

My name is Josh Berry and I am a Vice President of Premier Bank in Omaha, Nebraska. I have been Neal's banker for more than five years. It is my experience that Neal has the financial wherewithal and knowledge necessary to complete the College Road and Railroad Avenue project. Over the years, Neal and I have worked together on several projects that were successfully completed.

With questions, please contact me directly at the phone number or email address listed below.

**Josh Berry**



Vice President

*Vice President*

*Commercial Lending*

16802 Burke Street

Omaha, NE 68118

Phone: 402.715.4692

Cell: 402.917.0111

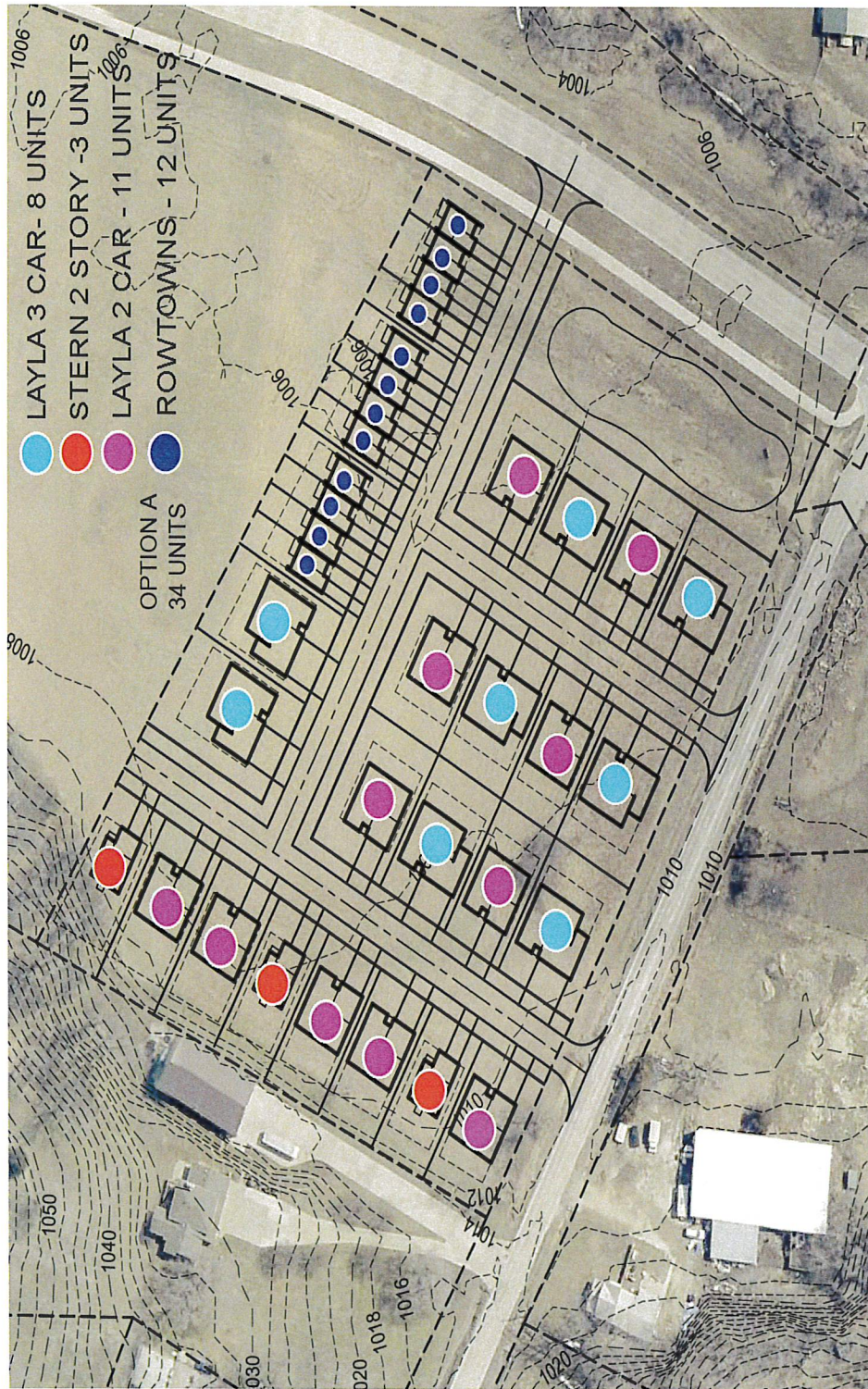
[jberry@premierbankne.com](mailto:jberry@premierbankne.com)

# Requested City Based Incentives

- TIF
  - Developer will receive tax incremental financing assistance from the City of Council Bluffs for this project. City will pay developer 50% the projects annual tax revenue increase for a period of 10 years. The payments will begin the year following project completion (See TIF Worksheet for estimated annual payments)
- Developer will fund project privately and will pay \$200,000 to city for purchase of the current property.
- Down payment assistance through Neighbor Works Home Solutions for Row Houses.



# Option A



# Option A – Pro Forma without TIF

Pro Forma Option A					
Item	# of Units	Total	Per Unit	% of total	
Lot Development					
Sanitary Sewer		\$ 175,400	\$ 5,159	17%	
Paving Interior		\$ 233,467	\$ 6,867	22%	
Water Distribution		\$ 137,650	\$ 4,049	13%	
Underground electrical		\$ 66,400	\$ 1,953	6%	
Storm Sewer		\$ 51,150	\$ 1,504	5%	
Grading		\$ 103,900	\$ 3,056	10%	
Land Purchase		\$ 200,000	\$ 5,882	19%	
Fees		\$ 72,500	\$ 2,132	7%	
Total		\$ 1,040,467	\$ 30,602		
Home					
Layla 2 Car	8	\$ 1,536,000	\$ 192,000	25%	
Layla 3 Car	11	\$ 2,200,000	\$ 200,000	36%	
Stern 2 Story	3	\$ 573,075	\$ 191,025	9%	
Row House	12	\$ 1,802,220	\$ 150,185	29%	
Total	34	\$ 6,111,295			
Home Sales					
Layla 2 Car	8	\$ 1,960,000	\$ 245,000	26%	
Layla 3 Car	11	\$ 2,915,000	\$ 265,000	39%	
Stern 2 Story	3	\$ 630,000	\$ 210,000	8%	
Row House	12	\$ 1,919,988	\$ 159,999	26%	
Total	34	\$ 7,424,988			
Soft Cost					
Project Develop / Overhead		\$ 715,176	\$ 21,035	10%	
Financing Expense		\$ 457,603	\$ 13,459	6%	
Sales Expense		\$ 556,874	\$ 16,379	7.5%	
Total		\$ 1,729,653	\$ 50,872		
Project Loss		\$ (1,456,427)	\$ (42,836)		



# Option A – Lot Development Est

E & A CONSULTING GROUP  
10909 MILL VALLEY ROAD, OMAHA, NE 68154

PHONE: (402) 895-4700  
FAX: (402) 895-3599

## SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT : COLLEGE RD & RAILROAD AVE, ZONING: RESIDENTIAL  
DEVELOPER: NEAL DRICKEY JURISDICTION: COUNCIL BLUFFS, IA  
JOB NO. 2020.240.001 LOTS 34  
ESTIMATED BY: WESTERGARD DATE: September 9, 2020

### COLLEGE RD. & RAILROAD AVE. - OPTION "A"

ITEM	CONSTRUCT.	PER LOT	
SANITARY SEWER	175,400	\$5,159	
PAVING INTERIOR	233,467	\$6,867	
WATER DISTRIBUTION	137,650	\$4,049	
UNDERGROUND ELECTRICAL	66,400	\$1,953	
STORM SEWER	51,150	\$1,504	
GRADING & EROSION CONTROL	103,900	\$3,056	
LAND ACQUISITION	180,000	\$5,294	
FEES	72,500	\$2,132	
<b>TOTALS</b>	<b>\$1,020,467</b>	<b>\$30,014</b>	

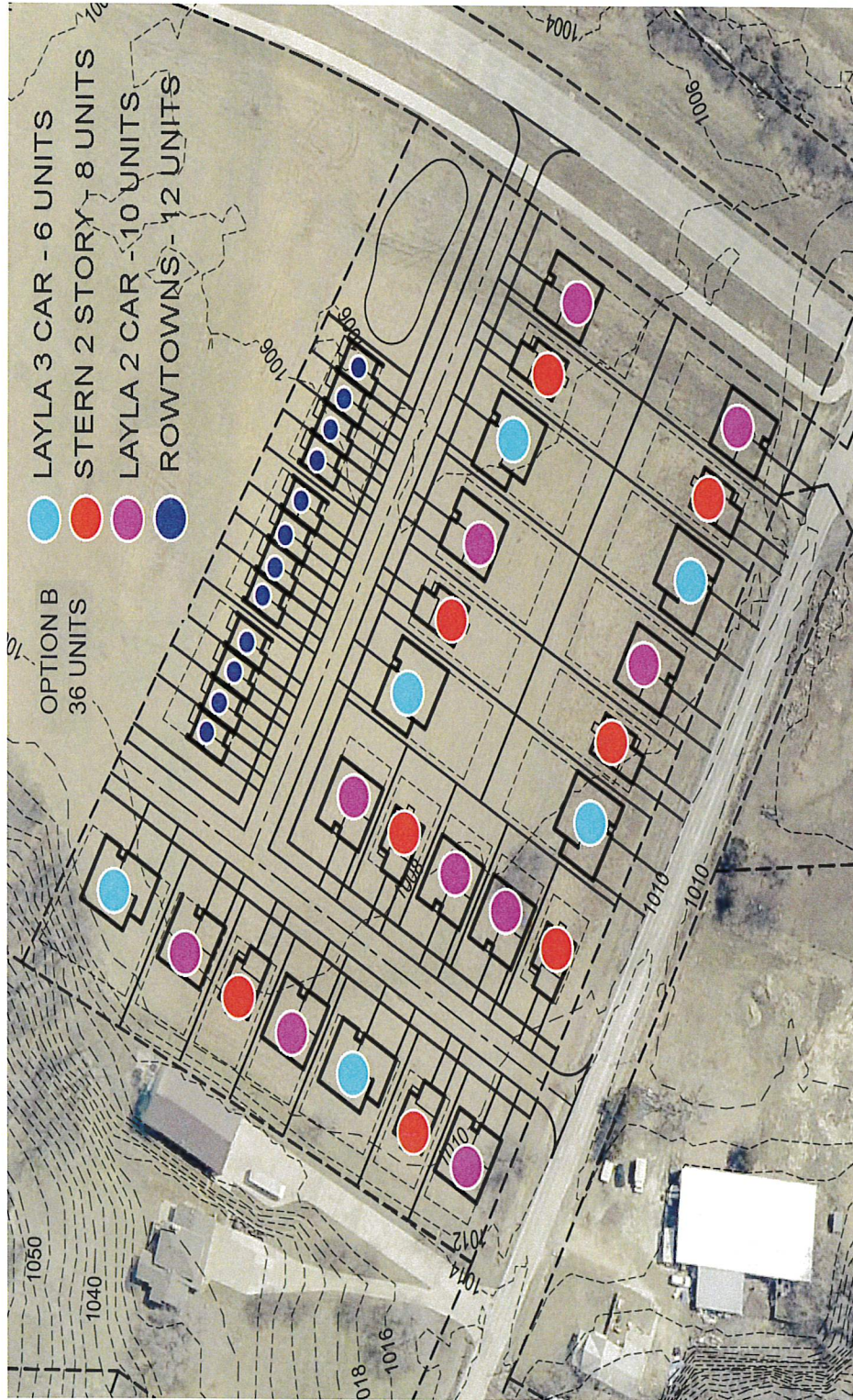
#### Notes:

Assumed no sewer, capital facility, park fees would be due on development.  
Assumed existing detention basin was sized for both Phase I and Phase II. Phase II flows go to existing basin via existing storm sewer.  
No costs were included for gas or cable TV/internet.  
Assumed dirt available on site is sufficient to raise entire site above flood plain elevation. No haul in dirt is in estimate.  
Connection to the existing sanitary sewer is on College Road just west of Railroad Avenue  
Connection to the existing storm sewer is on Railroad Avenue at the approximate location of the proposed street

# Option A TIF Worksheet

Developers' Estimate Worksheet					
1)	Date Of preparation	9/15/2020			
2)	Assessed Taxable Valuation of Property per agreement	\$ 200,000.00			
3)	Base Taxable Valuation of Property estimated at trigger	\$ 7,365,000.00		Number of lots	34
4)	Incremental Taxable Valuation of Property (2 minus 3)	\$ 7,165,000.00		Estimated Assessed Value	216,600.00
5)	Current City fiscal year consolidated property tax levy rate for purposed of calculating Incremental Property Tax Revenues ( the "Adjusted Levy Rate)	45.10	Based on 2019 Levy. Future levy unknown	Year 2021 Roll Back	55.07%
6)	The TIF value (4) factored by the Adjusted Levy Rate (5)	\$ 332,161.50			
7)	TIF Estimate (6) x 50%= Developers Estimate	\$ 166,080.75	(per year TIF payment after fully sold)		

# Option B





# Option B – Pro Forma without TIF

Pro Forma Option B				
Item	# of Units	Total	Per Unit	% of total
Lot Development				
Sanitary Sewer		\$ 159,950	\$ 4,443	17%
Paving Interior		\$ 181,417	\$ 5,039	19%
Water Distribution		\$ 122,950	\$ 3,415	13%
Underground electrical		\$ 69,400	\$ 1,928	7%
Storm Sewer		\$ 36,750	\$ 1,021	4%
Grading		\$ 103,900	\$ 2,886	11%
Land Purchase		\$ 200,000	\$ 5,555	21%
Fees		\$ 72,500	\$ 2,014	8%
Total		\$ 946,867	\$ 26,301	
Home				
Layla 2 Car	10	\$ 1,920,000	\$ 192,000	30%
Layla 3 Car	6	\$ 1,200,000	\$ 200,000	19%
Stern 2 Story	8	\$ 1,528,200	\$ 191,025	24%
Row House	12	\$ 1,802,220	\$ 150,185	28%
Total	36	\$ 6,450,420		
Home Sales				
Layla 2 Car	10	\$ 2,450,000	\$ 245,000	32%
Layla 3 Car	6	\$ 1,590,000	\$ 265,000	21%
Stern 2 Story	8	\$ 1,680,000	\$ 210,000	22%
Row House	12	\$ 1,919,988	\$ 159,999	25%
Total	36	\$ 7,639,988		
Soft Cost				
Project Develop / Overhead		\$ 739,729	\$ 20,548	10%
Financing Expense		\$ 512,789	\$ 14,244	7%
Sales Expense		\$ 572,999	\$ 15,917	7.5%
Total		\$ 1,825,517	\$ 50,709	
Project Loss		\$ (1,582,816)	\$ (43,967)	

# Option B – Lot Development Est

E & A CONSULTING GROUP  
10909 MILL VALLEY ROAD, OMAHA, NE 68154

PHONE: (402) 895-4700  
FAX: (402) 895-3599

## SUMMARY OF ESTIMATED CONSTRUCTION COSTS

PROJECT : COLLEGE RD & RAILROAD AVE, ZONING: RESIDENTIAL  
DEVELOPER: NEAL DRICKEY JURISDICTION: COUNCIL BLUFFS, IA  
JOB NO. 2020.240.001 LOTS 36  
ESTIMATED BY: WESTERGARD DATE: September 9, 2020

## COLLEGE RD. & RAILROAD AVE. - OPTION "B"

ITEM	CONSTRUCT.	PER LOT	
SANITARY SEWER	159,950	\$4,443	
PAVING INTERIOR	181,417	\$5,039	
WATER DISTRIBUTION	122,950	\$3,415	
UNDERGROUND ELECTRICAL	69,400	\$1,928	
STORM SEWER	36,750	\$1,021	
GRADING & EROSION CONTROL	103,900	\$2,886	
LAND ACQUISITION	180,000	\$5,000	
FEES	72,500	\$2,014	
<b>TOTALS</b>	<b>\$926,867</b>	<b>\$25,746</b>	

### Notes:

Assumed no sewer, capital facility, park fees would be due on development.  
Assumed existing detention basin was sized for both Phase I and Phase II. Phase II flows do go to existing basin via existing storm sewer.  
No costs were included for gas or cable TV/Internet.  
Assumed dirt available on site is sufficient to raise entire site above flood plain elevation. No haul in dirt is in estimate.  
Connection to the existing sanitary sewer is on College Road just west of Railroad Avenue  
Connection to the existing storm sewer is on Railroad Avenue at the approximate location of the proposed street

# Option B TIF Worksheet

Developers' Estimate Worksheet					
1)	Date Of preparation	9/15/2020			
2)	Assessed Taxable Valuation of Property per agreement	\$ 200,000.00			
3)	Base Taxable Valuation of Property estimated at trigger	\$ 7,640,000.00		Number of lots	34
4)	Incremental Taxable Valuation of Property (2 minus 3)	\$ 7,440,000.00		Estimated Assessed Value	216,600.00
5)	Current City fiscal year consolidated property tax levy rate for purposed of calculating Incremental Property Tax Revenues ( the "Adjusted Levy Rate)	45.10	Based on 2019 Levy. Future levy unknown	Year 2021 Roll Back	55.07%
6)	The TIF value (4) factored by the Adjusted Levy Rate (5)	\$ 344,564.00			
7)	TIF Estimate (6) x 50%= Developers Estimate	\$ 172,282.00	(per year TIF payment after fully sold)		

*Return to: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503 - Phone: (712) 890-5261*  
*Prepared by: Community Development Dept., Council Bluffs, IA 51503 – Phone: (712) 890-5350*

---

**RESOLUTION NO. 20-247**

**A RESOLUTION TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED LOT 2, ARBOR CREEK SUBDIVISION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA**

**WHEREAS,** the City has previously expressed its intent to dispose of City owned property legally described as Lot 2, Arbor Creek Subdivision, City of Council Bluffs, Pottawattamie County, Iowa; and

**WHEREAS,** a public hearing has been held in this matter on October 12, 2020 at 7:00 p.m.

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

That the Mayor and City Clerk be and are hereby authorized, empowered and directed to execute a quit claim deed conveying the City's interest in the above-described property as follows:

Neal Drickey, and all successors in interest; legally described as Lot 2, Arbor Creek Subdivision, City of Council Bluffs, Pottawattamie County, Iowa; and

**BE IT FURTHER RESOLVED**

That the purchase price be \$200,000.00. Closing and the property closing must occur within 120 days. The Buyer shall be required to enter a development agreement that will be approved by City Council.

**BE IT FURTHER RESOLVED**

The applicant shall sign an agreement to combine the subject properties under one parcel number, and to not sell the subject properties separately without prior City approval; and

**BE IT FURTHER RESOLVED**

That the City Clerk is directed to deliver this resolution and attached documents to the County Recorder.

ADOPTED  
AND  
APPROVED: November 9, 2020.

\_\_\_\_\_  
Matthew J. Walsh Mayor

ATTEST: \_\_\_\_\_  
Jodi Quakenbush City Clerk

## Council Communication

Department: Community  
Development  
Case/Project No.: SUB-20-010  
Submitted by: Christopher N.  
Gibbons, AICP, Planning Manager

Resolution 20-266  
ITEM 4.C.

Council Action: 11/9/2020

### Description

Resolution granting final plat approval of a three-lot minor industrial subdivision to be known as Tolton Investments Subdivision. Location: 3425 16th Avenue and 3400 Nebraska Avenue. SUB-20-010

### Background/Discussion

See attachments.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Case #SUB-20-010 Staff Report	Other	10/30/2020
Attachment A - Final Plat	Other	10/30/2020
Attachment B - Location/Zoning Map	Map	10/30/2020
Resolution 20-266	Resolution	11/4/2020



### City Council Communication

Department: Community Development  CASE #SUB-20-010  Applicant/Owner: Tolton Investments Ltd. 65037 Boston Road Atlantic, IA 50022  Surveyor: Snyder & Associates 1751 Madison Avenue Council Bluffs, IA 51503	Resolution No. _____	Public Hearing: 11/09/2020
--	----------------------	----------------------------

#### Subject/Title

**Request:** Final plat approval of a three-lot minor industrial subdivision to be known as Tolton Investments Subdivision.

**Legal Description:** Being a replat of Lot 3, Inrip Subdivision Tract #3; and Lots 3 through 11, Lots 20 through 28, and the West 16 feet of Lots 2 and 29, Block 2, East Omaha Plateau and the all of the vacated east/west alley adjacent and the north one-half of the vacated 17<sup>th</sup> Avenue right-of-way adjacent on the south; and part of Blocks 5 and 6, East Omaha Plateau and the south one-half of the vacated 17<sup>th</sup> Avenue right-of-way adjacent and all of the vacated South 34<sup>th</sup> Street right-of-way adjacent; and part of Government Lot 1 of the NE1/4 NE1/4 of Section 4-74-44, City of Council Bluffs, Pottawattamie County, Iowa

**Location:** Properties commonly addressed as 3425 16<sup>th</sup> Avenue and 3400 Nebraska Avenue.

#### Background/Discussion

The Community Development Department has received a request from Tolton Investments Ltd, represented by Synder & Associates, Inc., for final plat approval of a three-lot minor subdivision to be known as Tolton Investments Subdivision, as shown and legally described on Attachment 'A'. The proposed subdivision consists of 6.01 acres (more/less) of industrial zoned land and is located along Nebraska Avenue and 16th Avenue. Proposed Lot 1 will include the applicant's business, Duke Rentals (3400 Nebraska Avenue), and proposed Lots 2 and 3 will be developed with new industrial uses in the future. There is an existing residential dwelling on proposed Lot 3 that is considered a non-conforming use due to the underlying I-2 District zoning. The applicant has stated they plan to demolish the dwelling once the final plat is executed by the City and recorded with the County.

#### Zoning/Land Use

The subject property is zoned I-2 District and surrounded by like zoning to the north and east, along with P-C/Planned Commercial District to the south and west (see Attachment B). Existing land uses in the general vicinity of the requests include a mixture of industrial and commercial uses, along with undeveloped land.

The future land use plan of the Bluffs Tomorrow: 2030 Plan designates the land in the proposed subdivision as Regional Commercial and Light Industrial.

### Comments

1. The proposed subdivision is generally consistent with the Bluffs Tomorrow: 2030 Plan (comprehensive plan) as well as the purpose and intent of the Council Bluffs Subdivision and Zoning Ordinances.
2. All lots in the subdivision exceed the minimum I-2/General Industrial District lot size requirements and have direct frontage on 16<sup>th</sup> Avenue and/or Nebraska Avenue. All development activity in the subdivision shall comply with standards stated in Chapter 15.21, *I-2/Industrial District* of the Municipal Code (Zoning Ordinance). Any need for cross vehicular access between the three parcels shall be shown as a cross ingress/egress easement on the final plat.
3. Public water, sanitary sewer and storm sewer utilities are available along Nebraska Avenue and 16<sup>th</sup> Avenue to service all lots in the subdivision. Any cost to construct, extend, remove and/or relocate any utilities within or to this subdivision shall be at the sole expense of the applicant and/or developer, and not the City of Council Bluffs.
4. The Permits and Inspections Division stated that the residential dwelling at 3425 16<sup>th</sup> Avenue utilizes a septic system for their solid waste disposal and that the proposed subdivision layout will result in the dwelling and septic tank being located on proposed Lot 3, while the septic tank lateral fields will be located on proposed Lot 2. This Division further stated the applicant can no longer use the existing septic system since sanitary sewer is located within 200 feet, and that it must be abandoned and removed prior to the final plat being signed by the City. The applicant was made of this comment and they later responded that they are working to relocate the existing tenant in the dwelling within the next 90 days and that their intent is to demolish the house once the tenant moves out. The applicant has offered to provide the City with a letter stating their course of action in order to continue moving forward with the plat approval review/approval process. The Building Division has agreed to accept the letter in order to keep the plat review process moving forward; however they have requested the City not sign the plats until such time the septic system is removed from the property. The Community Development Departments recommends the final plat not be signed by the City until the applicant removes the septic system and/or connects the existing dwelling to sewer.
5. Council Bluffs Public Works stated the all standard easements along the property lines and the associated notes shall be stated on the final plat.
6. Council Bluffs Fire Department stated they have no comments for the final plat request.
7. MidAmerican Energy Company stated they have no objection to the final plat and that the applicant should contact them to discuss any costs and timelines to relocate and/or extend electric utility services to the lots in the subdivision.
8. All electric, cable and communication facilities shall be installed underground. All costs to construct, remove and/or relocate any utilities in this subdivision shall be the responsibility of the applicant and/or developer, and not the City.
9. The Council Bluffs Fire Department stated they have no comments for the final plat.

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

- a. Notate the standard five and ten foot-wide franchise utility easement language along all front, side, and rear property lines along with the following notes on the final plat:
  - i. *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.*
  - ii. *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.*
  - iii. *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.*
  - iv. *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.*
  - v. *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.*
  - vi. *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.*
  - vii. *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.*
  - viii. *GRANTOR RESERVATION: Grantor reserves the right to use the Easement Area for other purposes provided however these purposes shall not interfere with grantees use of the Easement Area under the rights of this agreement.*
- b. Revise the course bearing distances stated in Paragraph 1 of the legal description to match the bearing distances stated on the plat map.
- c. Notate the total acreage and square feet of land that comprises the subdivision on the final plat
- d. Specify on the plat if any private restrictions and/or covenants will be recorded with the subdivision. If none, state that no private restrictions and/or covenants will be recorded with the subdivision on the plat.

#### **Recommendation**

The Community Development Department recommends approval of the proposed three-lot minor subdivision to be known as Tolton Investments Subdivision, as shown and legally described on Attachment A, and subject to the comments above and the conditions below:

1. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Department Director.
2. Conform to all City standards and specifications, the zoning and subdivision ordinances and the Department of Public Works Standards for Public Improvements.
3. All comments and technical corrections stated in case staff report shall be addressed on the final plat prior to execution of the document.

4. All utilities shall be installed underground. Any costs to construct, remove and/or relocate any utilities shall be the responsibility of the applicant and/or developer, and not the City.
5. The applicant shall abandon and remove the septic system located on Proposed Lots 2 and 3 prior to the City executing the final plat.

**Attachment**

Attachment A: Tolton Investments Subdivision final plat

Attachment B: Location/zoning map

Surveyor: Mike Geier, Snyder & Associates, 1751 Madison Avenue, Council Bluffs, IA 51503

Prepared by: Christopher N. Gibbons, AICP, Planning Coordinator



Sheet 1 of 1



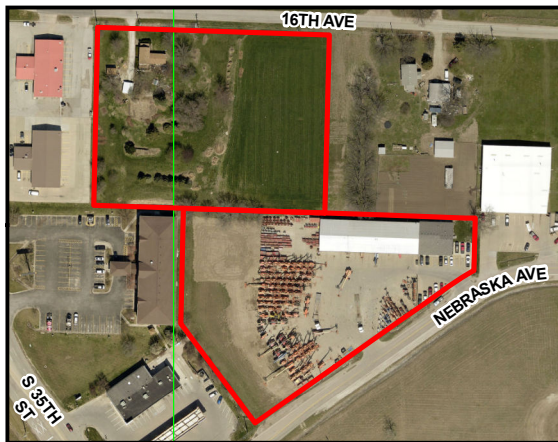
## ATTACHMENT B

# CITY OF COUNCIL BLUFFS CASE #SUB-20-010 ZONING/LOCATION MAP

### Legend

-  Case #SUB-20-010 Subject Properties
-  Parcels

0 75 150  
1 Inch = 150 Feet



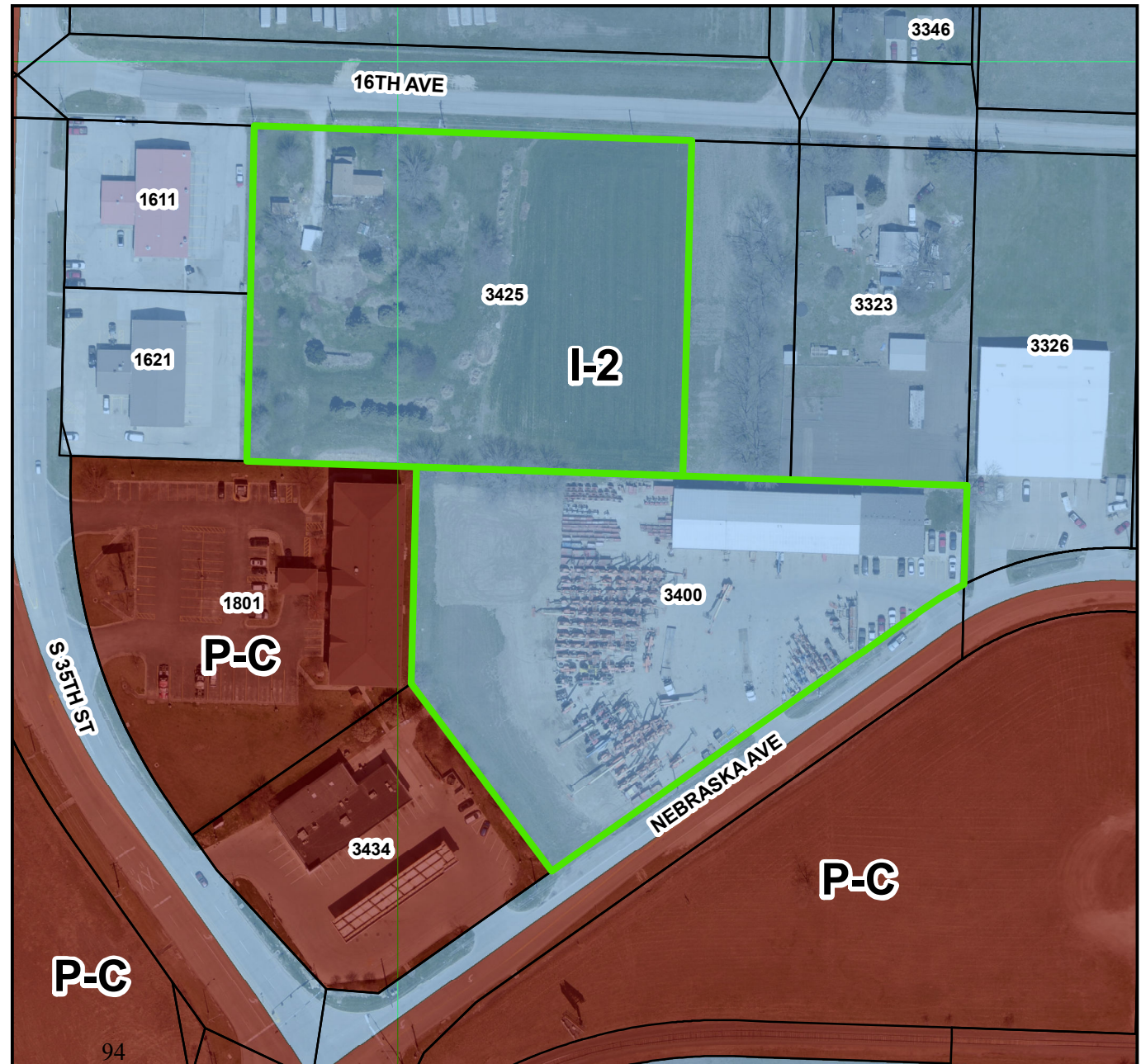
Last Amended: 10/16/2020



Council Bluffs Community  
Development Department  
209 Pearl Street  
Council Bluffs, IA 51503  
Telephone: (712) 890-5350

#### 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 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.



## RESOLUTION NO. 20-266

### **A RESOLUTION GRANTING FINAL PLAT APPROVAL OF A THREE-LOT MINOR INDUSTRIAL SUBDIVISION TO BE KNOWN AS TOLTON INVESTMENTS SUBDIVISION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.**

**WHEREAS,** The Community Development Department has received a request from Tolton Investments Ltd, represented by Synder & Associates, Inc., for final plat approval of a three-lot minor subdivision to be known as Tolton Investments Subdivision, being legally described as: Being a replat of Lot 3, Inrip Subdivision Tract #3; and Lots 3 through 11, Lots 20 through 28, and the West 16 feet of Lots 2 and 29, Block 2, East Omaha Plateau and the all of the vacated east/west alley adjacent and the north one-half of the vacated 17<sup>th</sup> Avenue right-of-way adjacent on the south; and part of Blocks 5 and 6, East Omaha Plateau and the south one-half of the vacated 17<sup>th</sup> Avenue right-of-way adjacent and all of the vacated South 34<sup>th</sup> Street right-of-way adjacent; and part of Government Lot 1 of the NE1/4 NE1/4 of Section 4-74-44, City of Council Bluffs, Pottawattamie County, Iowa, and being more fully described on Attachment “A”; and

**WHEREAS,** The proposed subdivision consists of 6.01 acres (more/less) of industrial zoned land and is located along Nebraska Avenue and 16<sup>th</sup> Avenue. Proposed Lot 1 will include the applicant’s business, Duke Rentals (3400 Nebraska Avenue), and proposed Lots 2 and 3 will be developed with new industrial uses in the future. Proposed Lot 3 currently has an existing residential dwelling on it that is considered a non-conforming use due to the underlying I-2 District zoning and the applicant has stated they plan to demolish the dwelling once the final plat is executed by the City and recorded with the County; and

**WHEREAS,** The following comments have been received:

- A. The proposed subdivision is generally consistent with the Bluffs Tomorrow: 2030 Plan (comprehensive plan) as well as the purpose and intent of the Council Bluffs Subdivision and Zoning Ordinances.
- B. All lots in the subdivision exceed the minimum I-2/General Industrial District lot size requirements and have direct frontage on 16<sup>th</sup> Avenue and/or Nebraska Avenue. All development activity in the subdivision shall comply with standards stated in Chapter 15.21, *I-2/Industrial District* of the Municipal Code (Zoning Ordinance). Any need for cross vehicular access between the three parcels shall be shown as a cross ingress/egress easement on the final plat.
- C. Public water, sanitary sewer and storm sewer utilities are available along Nebraska Avenue and 16<sup>th</sup> Avenue to service all lots in the subdivision. Any cost to construct, extend, remove and/or relocate any utilities within or to this subdivision shall be at the sole expense of the applicant and/or developer, and not the City of Council Bluffs.
- D. The Permits and Inspections Division stated that the residential dwelling at 3425 16<sup>th</sup> Avenue utilizes a septic system for their solid waste disposal and that the proposed subdivision layout will result in the dwelling and septic tank being located on proposed Lot 3, while the septic tank lateral fields will be located on proposed Lot 2. This Division further stated the

applicant can no longer use the existing septic system since sanitary sewer is located within 200 feet, and that it must be abandoned and removed prior to the final plat being signed by the City. The applicant was made of this comment and they later responded that they are working to relocate the existing tenant in the dwelling within the next 90 days and that their intent is to demolish the house once the tenant moves out. The applicant has offered to provide the City with a letter stating their course of action in order to continue moving forward with the plat approval review/approval process. The Building Division has agreed to accept the letter in order to keep the plat review process moving forward; however they have requested the City not sign the plats until such time the septic system is removed from the property. The Community Development Departments recommends the final plat not be signed by the City until the applicant removes the septic system and/or connects the existing dwelling to sewer.

- E. Council Bluffs Public Works stated the all standard easements along the property lines and the associated notes shall be stated on the final plat.
- F. Council Bluffs Fire Department stated they have no comments for the final plat request.
- G. MidAmerican Energy Company stated they have no objection to the final plat and that the applicant should contact them to discuss any costs and timelines to relocate and/or extend electric utility services to the lots in the subdivision.
- H. All electric, cable and communication facilities shall be installed underground. All costs to construct, remove and/or relocate any utilities in this subdivision shall be the responsibility of the applicant and/or developer, and not the City.
- I. The Council Bluffs Fire Department stated they have no comments for the final plat.
- J. The following technical corrections shall be made to the final plat prior to being executed by the City:
  - 1. Notate the standard five and ten foot-wide franchise utility easement language along all front, side, and rear property lines along with the following notes on the final plat:
    - a. *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.*
    - b. *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.*

- c. *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.*
  - d. *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.*
  - e. *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.*
  - f. *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.*
  - g. *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.*
  - h. *GRANTOR RESERVATION: Grantor reserves the right to use the Easement Area for other purposes provided however these purposes shall not interfere with grantees use of the Easement Area under the rights of this agreement.*
- 2. Revise the course bearing distances stated in Paragraph 1 of the legal description to match the bearing distances stated on the plat map.
  - 3. Notate the total acreage and square feet of land that comprises the subdivision on the final plat
  - 4. Specify on the plat if any private restrictions and/or covenants will be recorded with the subdivision. If none, state that no private restrictions and/or covenants will be recorded with the subdivision on the plat; and

**WHEREAS,** The Community Development Department recommends final plat approval of the proposed three-lot minor subdivision to be known as Tolton Investments Subdivision, as shown and legally described on Attachment "A", subject to the comments above and the conditions below:

- A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Department Director.

- B. Conform to all City standards and specifications, the zoning and subdivision ordinances and the Department of Public Works Standards for Public Improvements.
- C. All comments and technical corrections stated in case staff report shall be addressed on the final plat prior to execution of the document.
- D. All utilities shall be installed underground. Any costs to construct, remove and/or relocate any utilities shall be the responsibility of the applicant and/or developer, and not the City.
- E. The applicant shall abandon and remove the septic system located on Proposed Lots 2 and 3 prior to the City executing the final plat.

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

That the final plat approval of a proposed three-lot minor subdivision to be known as Tolton Investments Subdivision, as shown and legally described on Attachment "A", is hereby approved subject to all local, state and federal regulations.

**BE IT FURTHER RESOLVED**

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

ADOPTED  
AND  
APPROVED

November 9, 2020.

\_\_\_\_\_  
MATTHEW J. WALSH

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_  
JODI QUAKENBUSH

\_\_\_\_\_  
City Clerk



## Council Communication

Department: Public Works Admin  
Case/Project No.:  
Submitted by: Jeremy Noel, Public  
Works Operations Manager

Ordinance 6432  
ITEM 5.A.

Council Action: 11/9/2020

### Description

Ordinance to amend Title 9 Traffic, Chapter 9.34 Emergency Snow Routes of the 2015 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 Emergency snow routes established.

### Background/Discussion

Emergency snow routes consist of major streets and main routes that facilitate access to public transportation, hospitals, schools, business areas, fire stations, police stations, and other public safety and critical infrastructure locations at times of snow and/or ice events.

Emergency snow routes were last updated in 2017.

Proposed changes to Title 9 are to update the emergency snow routes to account for new streets and route efficiency for the safety of the public.

Other proposed changes include making minor corrections to street names and route limits to align with current operations.

### Recommendation

Approval of the ordinance changes.

### ATTACHMENTS:

Description	Type	Upload Date
Ordinance - redlined	Ordinance	10/29/2020
Ordinance 6432	Ordinance	11/4/2020

### **9.34.030 - Emergency Snow Routes Established**

A. The following are hereby designated as the emergency snow routes:

Street	From	To
1st Avenue	South 8th Street	South 4th Street
2nd Avenue	South 8th Street	Dodge Riverside Drive
5th Avenue	Bluff Street	South 35th Street
9th Avenue	South 3rd Street	I-29
16th Avenue	High Street	South 16th Street
23rd Avenue	South Expressway	South 35th Street
32nd Avenue	South Expressway	South 11th Street
35th Avenue	South Expressway	Metro Drive
Adrian Avenue	Bennett Avenue	Wenwood Circle
Avenue A	North 16th Street	North 37th Street
Avenue B	North 8th Street	North 37th Street
Avenue G	North 68th Street	North 40th Street
Avenue K	North 28th Street	North 32nd Street
Avenue L	North 16th Street	North 21st Street
Bennett Avenue	Madison Avenue	McPherson Avenue
Big Lake Road	Nash Blvd.	Joslin Avenue
Bluff Street	9th Avenue	West Pierce Street
Bonham Avenue <del>Street</del>	Gleason Avenue	Bennett Avenue

<u>Cloverdale Drive</u>	<u>Franklin Avenue</u>	<u>West Ferndale Drive</u>
College Road	Kanesville <u>Boulevard-</u>	Highway 6
Comanche Street	Piute Street	Navajo Street
Council Pointe Road	Veterans Memorial <u>Highway</u>	55th Avenue
Delong Avenue	North 8th Street	<u>Grand</u> <del>Marshall</del> Avenue
Dodge Riverside Drive	2nd Avenue	I-480
East Broadway	South 1st Street	Kanesville <u>Boulevard-</u>
East Ferndale Drive	West Ferndale Drive	Cloverdale Drive
East Graham Avenue	South 1st Street	West Graham Avenue
East Manawa Drive	Veterans Memorial <u>Highway</u>	South Shore Drive
East Pierce Street	South 1st Street	McPherson Avenue
Eastern Hills Drive	<u>Highway 92</u> <del>State Orchard Road</del>	<u>Cedar Lane</u> <del>Dead End</del>
Elliott Street	Marshall Avenue	North Broadway
Elm Street	Frank Street	Morningside Avenue
<u>Forest Glen Drive</u>	<u>Greenview Road</u>	<u>Franklin Avenue</u>
Frank Street	Kanesville <u>Boulevard-</u>	Elm Street
Franklin Avenue	Lincoln Avenue	Valley View Park
Franklin Avenue	Valley View Drive	Greenview Road
Gleason Avenue	McPherson Avenue	Lincoln Avenue
<u>Grand Avenue</u>	<u>Delong Avenue</u>	<u>Warren Street</u>

Greenview Road	Valley View Drive	State Orchard Road
Harrison Street	<del>North 1st Street</del> <del>Kanesville Blvd.</del>	Morgan Street
Harry Langdon <del>Boulevard</del>	16th Avenue	Highway 92
<del>Kanesville Boulevard</del>	<del>6th Street</del>	<del>8th Street</del>
Lincoln Avenue	East Pierce Street	Gleason Avenue
Locust Lodge Avenue	North Broadway	North Avenue
Madison Avenue	South 1st Street	Valley View Drive
Marshall Avenue	<del>Warren Street</del> <del>DeLong Avenue</del>	Morgan Street
McKenzie Avenue	Simms Avenue	Kanesville <del>Boulevard</del>
McPherson Avenue	East Pierce Street	City Limits
Metro Drive	35th Avenue	<del>Highway</del> 275/92
Middle Ferry Road	Council Pointe Road	South 35th Street
<del>Morgan Street</del>	<del>Harrison Street</del>	<del>Marshall Avenue</del>
Morningside Avenue	Elm Street	Gleason Avenue
<del>Mount Vernon Avenue</del> <del>Street</del>	Trail Ridge <del>Street</del> <del>Drive</del>	Marshall Avenue
Nash <del>Boulevard</del>	North 25th Street	North 16th Street
Navajo Street	Comanche Street	East Manawa Drive
Nebraska Avenue	South 35th Street	River Road
<del>North 1st Street</del>	<del>Harrison Street</del>	<del>Broadway</del>
North 6th Street	Kanesville <del>Boulevard</del>	Avenue G

North 7th Street	Avenue G	Kanesville <del>Boulevard</del>
North 8th Street	West Broadway	Delong Avenue
North 16th Street	West Broadway	Nash <del>Boulevard</del>
North 21st Street	West Broadway	Avenue L
North 25th Street	West Broadway	Water Works
North 28th Street	West Broadway	Avenue K
North 32nd Street	West Broadway	Avenue K
North 35th Street	West Broadway	I-29
North 40th Street	<del>Rivers Edge Parkway</del> I-480	Avenue G
<del>North 41st Street</del>	<del>Rivers Edge Parkway</del>	<del>Dodge Riverside Drive</del>
North Avenue	Locust Lodge Avenue	East Pierce Street
North Broadway	Kanesville <del>Boulevard</del>	North City Limits
North Main Street	West Broadway	Kanesville <del>Boulevard</del>
Pearl Street	West Broadway	7th Avenue
Piute Street	Veterans Memorial <del>Highway</del>	Comanche Street
Railroad Avenue	College Road	Kanesville <del>Boulevard</del>
Railroad <del>Highway</del>	Kanesville <del>Boulevard</del>	City Limits
Richard Downing Avenue	Twin City Drive	South 24th Street
<del>Ridge Street</del>	<del>East Pierce Street</del>	<del>Kanesville Boulevard</del>
<del>Rivers Edge Parkway</del>	<del>North 40th Street</del>	<del>North 41st Street</del>



Service Road B	2nd Avenue	9th Avenue
Simms Avenue	McKenzie Avenue	Kanesville <u>Boulevard</u> -
South 1st Street	Broadway	Madison Avenue
South 3rd Street	9th Avenue	16th Avenue
South 6th Street	South Expressway	Kanesville <u>Boulevard</u> -
South 7th Street	Kanesville <u>Boulevard</u> -	South Expressway
South 8th Street	West Broadway	16th Avenue
South 11th Street	32nd Avenue	Veterans Memorial <u>Highway</u>
South 13th Street	16th Avenue	23rd Avenue
South 16th Street	23rd Avenue	West Broadway
South 19th Street	Veterans Memorial <u>Highway</u>	Gifford Road
South 21st Street	9th Avenue	West Broadway
South 24th Street	Veterans Memorial <u>Highway</u>	23rd Avenue
South 25th Street	9th Avenue	West Broadway
South 28th Street	9th Avenue	West Broadway
South 32nd Street	9th Avenue	West Broadway
South 35th Street	23rd Avenue	West Broadway
South Expressway	Veterans Memorial <u>Highway</u>	6th Avenue
South Main Street	16th Avenue	West Broadway
Spencer Avenue	North Broadway	Simms Avenue

Timbercrest Drive	Madison Avenue	Skyline Drive
Trail Ridge <del>Street</del> Drive	Grand Avenue	Mount Vernon <del>Avenue</del> Street
Twin City Drive	Veterans Memorial Highway	Richard Downing Avenue
Valley View Drive	Highway 92	College Road
Wedgewood Drive	Wenwood Circle	Bennett Avenue
Wenwood Circle	Adrian Avenue	Wedgewood Drive
<del>West Broadway</del>	<del>6th Street</del>	<del>35th Street</del>
West Broadway	<del>35th Street</del> Kanesville Blvd.	South 1st Street
West Ferndale Drive	McPherson Avenue	Cloverdale Drive
West Graham Avenue	East Graham Avenue	High Street
West Pierce Street	Bluff Street	South 1st Street
Willow Avenue	Bluff Street	South 8th Street
Woodbury Avenue	Harry Langdon Boulevard-	Madison Avenue

The mayor is authorized, empowered, and directed to cause signs to be erected on the emergency snow routes to designate such streets as "Emergency Snow Routes". Upon declaration of such emergency situation by the mayor or his/her designated representative, as hereinbefore provided, parking will be prohibited on these streets for the period of such emergency.

(Ord. No. 6050, 2-22-2010; Ord. No. 6233, § 1, 6-8-2015; Ord. No. 6314, § 1, 11-27-2017)

**Editor's note**— Ord. No. 6050, adopted Feb. 22, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5834, 2005; Ord. No. 5029, § 2, 1991.

**ORDINANCE NO. 6432**

**ORDINANCE TO AMEND TITLE 9 TRAFFIC, CHAPTER 9.34 EMERGENCY SNOW  
ROUTES OF THE 2015 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY  
AMENDING SECTION 9.34.030 - EMERGENCY SNOW ROUTES ESTABLISHED.**

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

**SECTION 1.** That Chapter 9.34 “Emergency Snow Routes” of the 2015 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending Section 9.34.030 to read as follows:

**9.34.030 - Emergency Snow Routes Established.**

A. The following are hereby designated as the emergency snow routes:

Street	From	To
1st Avenue	South 8th Street	South 4th Street
2nd Avenue	South 8th Street	Dodge Riverside Drive
5th Avenue	Bluff Street	South 35th Street
9th Avenue	South 3rd Street	I-29
16th Avenue	High Street	South 16th Street
23rd Avenue	South Expressway	South 35th Street
32nd Avenue	South Expressway	South 11th Street
35th Avenue	South Expressway	Metro Drive
Adrian Avenue	Bennett Avenue	Wenwood Circle
Avenue A	North 16th Street	North 37th Street
Avenue B	North 8th Street	North 37th Street
Avenue G	North 6th Street	North 40th Street
Avenue K	North 28th Street	North 32nd Street
Avenue L	North 16th Street	North 21st Street
Bennett Avenue	Madison Avenue	McPherson Avenue
Big Lake Road	Nash Blvd.	Joslin Avenue
Bluff Street	9th Avenue	West Pierce Street
Bonham Avenue	Gleason Avenue	Bennett Avenue
Cloverdale Drive	Franklin Avenue	West Ferndale Drive
College Road	Kanesville Boulevard	Highway 6

Comanche Street	Piute Street	Navajo Street
Council Pointe Road	Veterans Memorial Highway	55th Avenue
Delong Avenue	North 8th Street	Grand Avenue
Dodge Riverside Drive	2nd Avenue	I-480
East Broadway	South 1st Street	Kanesville Boulevard
East Ferndale Drive	West Ferndale Drive	Cloverdale Drive
East Graham Avenue	South 1st Street	West Graham Avenue
East Manawa Drive	Veterans Memorial Highway	South Shore Drive
East Pierce Street	South 1st Street	McPherson Avenue
Eastern Hills Drive	Highway 92	Cedar Lane
Elliott Street	Marshall Avenue	North Broadway
Elm Street	Frank Street	Morningside Avenue
Forest Glen Drive	Greenview Road	Franklin Avenue
Frank Street	Kanesville Boulevard	Elm Street
Franklin Avenue	Lincoln Avenue	Valley View Park
Franklin Avenue	Valley View Drive	Greenview Road
Gleason Avenue	McPherson Avenue	Lincoln Avenue
Grand Avenue	Delong Avenue	Warren Street
Greenview Road	Valley View Drive	State Orchard Road
Harrison Street	North 1st Street	Morgan Street
Harry Langdon Boulevard	16th Avenue	Highway 92
Kanesville Boulevard	6th Street	8th Street
Lincoln Avenue	East Pierce Street	Gleason Avenue
Locust Lodge Avenue	North Broadway	North Avenue
Madison Avenue	South 1st Street	Valley View Drive
Marshall Avenue	Warren Street	Morgan Street
McKenzie Avenue	Simms Avenue	Kanesville Boulevard
McPherson Avenue	East Pierce Street	City Limits
Metro Drive	35th Avenue	Highway 275/92
Middle Ferry Road	Council Pointe Road	South 35th Street
Morgan Street	Harrison Street	Marshall Avenue
Morningside Avenue	Elm Street	Gleason Avenue
Mount Vernon Avenue	Trail Ridge Street	Marshall Avenue

Nash Boulevard	North 25th Street	North 16th Street
Navajo Street	Comanche Street	East Manawa Drive
Nebraska Avenue	South 35th Street	River Road
North 1st Street	Harrison Street	Broadway
North 6th Street	Kanesville Boulevard	Avenue G
North 7th Street	Avenue G	Kanesville Boulevard
North 8th Street	West Broadway	Delong Avenue
North 16th Street	West Broadway	Nash Boulevard
North 21st Street	West Broadway	Avenue L
North 25th Street	West Broadway	Water Works
North 28th Street	West Broadway	Avenue K
North 32nd Street	West Broadway	Avenue K
North 35th Street	West Broadway	I-29
North 40th Street	Rivers Edge Parkway	Avenue G
North 41st Street	Rivers Edge Parkway	Dodge Riverside Drive
North Avenue	Locust Lodge Avenue	East Pierce Street
North Broadway	Kanesville Boulevard	North City Limits
North Main Street	West Broadway	Kanesville Boulevard
Pearl Street	West Broadway	7th Avenue
Piute Street	Veterans Memorial Highway	Comanche Street
Railroad Avenue	College Road	Kanesville Boulevard
Railroad Highway	Kanesville Boulevard	City Limits
Richard Downing Avenue	Twin City Drive	South 24th Street
Ridge Street	East Pierce Street	Kanesville Boulevard
Rivers Edge Parkway	North 40th Street	North 41st Street
Service Road B	2nd Avenue	9th Avenue
Simms Avenue	McKenzie Avenue	Kanesville Boulevard
South 1st Street	Broadway	Madison Avenue
South 3rd Street	9th Avenue	16th Avenue
South 6th Street	South Expressway	Kanesville Boulevard
South 7th Street	Kanesville Boulevard	South Expressway
South 8th Street	West Broadway	16th Avenue
South 11th Street	32nd Avenue	Veterans Memorial Highway



South 13th Street	16th Avenue	23rd Avenue
South 16th Street	23rd Avenue	West Broadway
South 19th Street	Veterans Memorial Highway	Gifford Road
South 21st Street	9th Avenue	West Broadway
South 24th Street	Veterans Memorial Highway	23rd Avenue
South 25th Street	9th Avenue	West Broadway
South 28th Street	9th Avenue	West Broadway
South 32nd Street	9th Avenue	West Broadway
South 35th Street	23rd Avenue	West Broadway
South Expressway	Veterans Memorial Highway	6th Avenue
South Main Street	16th Avenue	West Broadway
Spencer Avenue	North Broadway	Simms Avenue
Timbercrest Drive	Madison Avenue	Skyline Drive
Trail Ridge Street	Grand Avenue	Mount Vernon Avenue
Twin City Drive	Veterans Memorial Highway	Richard Downing Avenue
Valley View Drive	Highway 92	College Road
Wedgewood Drive	Wenwood Circle	Bennett Avenue
Wenwood Circle	Adrian Avenue	Wedgewood Drive
West Broadway	35th Street	South 1st Street
West Ferndale Drive	McPherson Avenue	Cloverdale Drive
West Graham Avenue	East Graham Avenue	High Street
West Pierce Street	Bluff Street	South 1st Street
Willow Avenue	Bluff Street	South 8th Street
Woodbury Avenue	Harry Langdon Boulevard	Madison Avenue

The mayor is authorized, empowered, and directed to cause signs to be erected on the emergency snow routes to designate such streets as "Emergency Snow Routes". Upon declaration of such emergency situation by the mayor or his/her designated representative, as hereinbefore provided, parking will be prohibited on these streets for the period of such emergency.

(Ord. No. 6050, 2-22-2010; Ord. No. 6233, § 1, 6-8-2015; Ord. No. 6314, § 1, 11-27-2017)

**Editor's note**— Ord. No. 6050, adopted Feb. 22, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5834, 2005; Ord. No. 5029, § 2, 1991.

**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

November 9, 2020

\_\_\_\_\_  
MATTHEW J. WALSH Mayor

Attest:

\_\_\_\_\_  
JODI QUAKENBUSH City Clerk

First Consideration: 11/9/20  
Second Consideration: 11/23/20  
Public Hearing: n/a  
Third Consideration:

## Council Communication

Department: Public Works Admin  
Case/Project No.: PW21-15  
Submitted by: Matthew Cox, Public  
Works Director

Resolution 20-267  
ITEM 6.A.

Council Action: 11/9/2020

### Description

Resolution authorizing the Mayor and City Clerk to execute an agreement with HGM Associates Inc. for engineering services in connection with the Mosquito Creek Sanitary Sewer Rehab. Project # PW21-15

### Background/Discussion

The Mosquito Creek sanitary sewer is a major trunk sewer that serves the east side of the City.

Two locations are in need of pipe rehabilitation. One location is just south of the intersection of Madison Ave. and Valley View Drive. This sewer is located along the bank of the creek and has developed cracks/holes from corrosion that are in need of repair. Due to the location of the pipe near the creek, accessibility is difficult. The method of rehabilitation will be Cured-in-Place Pipe Lining (CIPP). This is a no dig rehabilitation process where a liner is pulled through the pipe.

The second sanitary sewer rehabilitation is along Mosquito Creek just north of East South Omaha Bridge Road. As part of the railroad consolidation that took place in 2016/2017 for the Council Bluffs Interstate Improvements, the BNSF railroad relocated their tracks adjacent to the sewer and under the new I-29 Bridges. The sewer was identified to be lined with CIPP once the railroad construction was complete. The City entered into agreement U-2014-16035 with the Iowa DOT for reimbursement to line the pipe.

This project is planned for the FY21 CIP with a preliminary budget of \$865,000, with a reimbursement of \$373,250 from the Iowa DOT.

HGM Associates was previously selected to develop a cost estimate for the sewer lining near the BNSF tracks for the Iowa DOT agreement, and has assisted the City with other sewer relocations/rehabilitations associated with the CBIS Program. The pipe lining scope for both locations is similar to other projects designed by HGM and the project team has familiarity with these sites. It is appropriate for HGM to provide engineering services for this project.

### Recommendation

Approval of this resolution.

### ATTACHMENTS:

Description	Type	Upload Date
Map	Map	10/28/2020
Engineering Agreement	Agreement	10/28/2020
Resolution 20-267	Resolution	11/4/2020



PW 21-15  
MOSQUITO CREEK  
SANITARY SEWER REHAB.





## Contract for Engineering Services

THIS CONTRACT, executed by the CITY OF COUNCIL BLUFFS, IOWA, FIRST PARTY, hereinafter referred to as the CONTRACTING AUTHORITY; and HGM ASSOCIATES INC., 640 Fifth Avenue, Council Bluffs, Iowa, 51501-6427, SECOND PARTY, hereinafter referred to as the ENGINEER; made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in consideration of the mutual covenants hereinafter:

WHEREAS, the CONTRACTING AUTHORITY proposes to make the following improvements described as:

MOSQUITO CREEK SANITARY SEWER REHAB  
CITY OF COUNCIL BLUFFS, IOWA  
CITY PROJECT NO. PW 21-15  
HGM PROJECT NO. \_\_\_\_\_

WHEREAS, the CONTRACTING AUTHORITY desires to employ the ENGINEER to perform General Consulting and Construction Phase Engineering Services for the above designated improvement program as described in the following general Scope of Services:

**I. Scope of Services:**

- A. Meet with the CONTRACTING AUTHORITY to define the project and to prepare a detailed scope of services for the project.
- B. Conduct a topographic survey of defined project area in sufficient detail to prepare construction plans.
- C. Prepare plans and specifications for the construction of the project improvements. There will be four submittals: 30%, 60%, 95% and Final.
- D. Provide bid phase services as follows: preparation of final opinion of probable cost; distribution of bid documents, plans and specifications; attend letting; check and tabulate bids; and prepare letter of recommendation regarding award of construction contract for improvements.
- E. Provide engineering services during construction phase including part-time construction observation to allow the ENGINEER to prepare a statement that improvements have been completed in substantial compliance with the plans and specifications. Services will include a project representative, construction contract administration, staking of proposed construction improvements and the preparation of record drawings at the completion of construction.



- F. Provide project management services including coordination of other subconsultants or consulting services as directed by the CONTRACTING AUTHORITY.
- G. Additional services, as authorized in writing by the CONTRACTING AUTHORITY, requiring the use of other subconsultants or commercial testing laboratories.
- H. Prepare, as authorized in writing by the CONTRACTING AUTHORITY, right-of-way plats and descriptions, easement descriptions, outside permits and special assessments.

WHEREAS, the ENGINEER desires to accept the said employment under the terms and conditions hereinafter outlined.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

**II. Terms and Conditions:**

- A. The ENGINEER agrees to:
  - 1. Provide all office and field equipment and supplies to perform such duties designated in the scope of services.
  - 2. Provide, in addition to his own professional services, the necessary personnel to perform such duties as shall be designated by the CONTRACTING AUTHORITY and to act under the direction of said authority.
- B. The CONTRACTING AUTHORITY agrees to employ and pay the ENGINEER under the following terms and conditions:
  - 1. For items I.A. and I.F. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll costs times 2.19 with a negotiated "not to exceed" maximum amount.
  - 2. For items I.B., I.C., and I.D. of the scope of services, the fees will be a negotiated lump sum amount for each of these services.
  - 3. For item I.E. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.19 with negotiated maximum amount based on a percent (%) of the *averaged construction cost amount*. The *averaged construction cost amount* shall be equal to the average amount of the bid amount of the two (2) low bidders.
  - 4. For item I.G. the fee will be the actual cost as billed by the subconsultant or commercial testing laboratory.

5. For item I.H. the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.19.
  6. For additional services performed by the ENGINEER as authorized in writing by the CONTRACTING AUTHORITY the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.19.
  7. All engineering and related fees will be billed on a monthly basis for services rendered during the specific period.
  8. The payroll cost used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the project, including--but not limited to -- engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks; plus the cost of fringe benefits including -- but not limited to -- social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The payroll cost will be determined by multiplying actual payroll times 1.4155.
- C. GENERAL CONDITIONS:
1. Ownership of Documents:

Both parties agree that the ownership of documents prepared by the ENGINEER at the direction of the CONTRACTING AUTHORITY, including specifications, drawings, maps, plats, and other related documents, shall be and remain property of the CONTRACTING AUTHORITY; and further, that such right in the CONTRACTING AUTHORITY shall not preclude the right of the ENGINEER to make and retain copies of same, to which copies ENGINEER shall have full right of ownership.
  2. Termination of Agreement:

This agreement, or any portion thereof, may be terminated immediately upon written notice by the CONTRACTING AUTHORITY. In event such Notice of Termination shall be given by the CONTRACTING AUTHORITY, the payment for unbilled Engineering Services for work performed prior to the date of termination shall be determined by multiplying the ENGINEER'S payroll cost times 2.19, plus outside expense.

3. Revision of Completed Documents of Service:

Drafts of documents of service shall be submitted to the CONTRACTING AUTHORITY by the ENGINEER for review and comment. The comments received from the CONTRACTING AUTHORITY and the reviewing agencies shall be incorporated by the ENGINEER prior to submission of the final work product by the ENGINEER. Documents of service revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on documents of service by the CONTRACTING AUTHORITY shall be in writing. In the event there are no comments from the CONTRACTING AUTHORITY or reviewing agencies to be incorporated by the ENGINEER into the final document of service, the CONTRACTING AUTHORITY shall immediately notify the ENGINEER, in writing, that the document of service is considered to constitute "satisfactorily completed and accepted work."

In the event that the document of service prepared by the ENGINEER is found to be inadequate and revision or reworking of the document of service is necessary, the ENGINEER agrees that it shall do such revising without expense to the CONTRACTING AUTHORITY, even though final payment may have been received. The ENGINEER must give immediate attention to these changes so there will be a minimum of delay in the project.

Should the CONTRACTING AUTHORITY find it desirable to have previously satisfactorily completed and accepted document of service or parts thereof revised, the ENGINEER shall make such revisions if requested and directed by the CONTRACTING AUTHORITY in writing. This work will be paid for as provided in Section II.B.6.

4. Extra Work/Changes in Scope:

If the ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," the ENGINEER shall promptly notify the CONTRACTING AUTHORITY in writing to that effect. In the event that the CONTRACTING AUTHORITY determines that such work does constitute "Extra Work," the CONTRACTING AUTHORITY shall provide extra compensation to the ENGINEER as provided in Section II.B.6. or at a negotiated lump sum. Unless written approval from the CONTRACTING AUTHORITY for "Extra Work" has been secured in advance from the ENGINEER, no claims will be allowed. However, the CONTRACTING AUTHORITY shall have benefit of the service rendered.

5. Indemnification:

The ENGINEER agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all claims including reasonable attorneys' fees and defense costs arising out of the negligent acts, errors, or omissions of the ENGINEER, its officers, agents, and employees in the execution of the services specified in this Agreement.

In recognition of the relative risks and benefits of the project to both the City and ENGINEER, the risks have been allocated such that the City agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER and their sub-consultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER and their sub-consultants to all those named shall not exceed \$2,000,000.00. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

6. Insurance:

The ENGINEER shall maintain insurance to protect the ENGINEER from claims under Worker's-Compensation Acts; claims due to personal injury or death of any employees or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for the ENGINEER is legally liable. The amounts and extent of such insurance is as follows:

1. Professional Liability - \$2,000,000 each claim;  
\$2,000,000 aggregate
2. Vehicle Coverage  
Bodily Injury -  
\$1,000,000 combined single  
limit (each accident)
3. Worker's Compensation - \$100,000 each accident
4. General Liability - \$1,000,000 each occurrence  
and \$2,000,000 aggregate

7. Dispute Resolution – Arbitration:

Any controversy or claim arising out of this Agreement may, if both parties agree, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

The cost of the arbitration, if any, will be divided equally between the OWNER and the ENGINEER.

8. Engineer's Responsibility:

The ENGINEER shall be responsible for the professional quality and technical accuracy of all services furnished by the ENGINEER under this Agreement, except for that work provided by OWNER. The ENGINEER shall, without additional compensation, correct or revise any error or deficiencies in his work. Approval of the OWNER of any such work shall not in any way relieve the ENGINEER of responsibility for the technical accuracy and adequacy of said services. The OWNER's review, approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

9. Successors and Assigns:

Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

10. Title VI Requirements:

Appendix "A" attached to this Agreement lists Title VI requirements that are part of this Agreement.

(Signature page to follow)



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF COUNCIL BLUFFS, IOWA \* FIRST PARTY  
CONTRACTING AUTHORITY

By: \_\_\_\_\_  
Mayor: Matthew J. Walsh

Attest: \_\_\_\_\_  
City Clerk: Jodi Quakenbush

HGM ASSOCIATES INC. \* SECOND PARTY  
ENGINEER

By: Ronald N. Tekippe  
Ronald N. Tekippe, P.E.  
President

Attest: Terrence L. Smith  
Terrence L. Smith, P.E.  
Vice President

## **APPENDIX “A”**

During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "B" of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. Information and Reports: The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Council Bluffs, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City of Council Bluffs shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Engineer under the contract until the Engineer complies; and/or,
  - b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Engineer shall include the provisions of Paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event an engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Council Bluffs or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Council Bluffs or the Iowa Department of Transportation; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

**RESOLUTION**  
**NO 20-267**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
HGM ASSOCIATES INC. FOR ENGINEERING SERVICES  
IN CONNECTION WITH THE  
MOSQUITO CREEK SANITARY SEWER REHAB.  
PROJECT #PW21-15**

WHEREAS,           the city wishes to make improvements known as the  
Mosquito Creek Sanitary Sewer Rehab, within the city,  
as therein described; and

WHEREAS,           HGM Associates Inc. has submitted an agreement  
to provide engineering services for the work necessary  
for said improvements; and

WHEREAS,           the city council deems approval of said agreement to be  
in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with  
HGM Associates Inc. for engineering services relative to the Mosquito Creek Sanitary Sewer  
Rehab. project.

AND BE IT FURTHER RESOLVED

That the aforementioned project is encompassed by the language of the 1989 Local Option Sales  
Tax Ballot and as such this is an appropriate expenditure of the Local Option Sales Tax  
Revenues.

ADOPTED  
AND  
APPROVED

November 9, 2020

\_\_\_\_\_  
Matthew J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Quakenbush, City Clerk

## Council Communication

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

Resolution 20-268  
ITEM 6.B.

Council Action: 11/9/2020

### Description

Resolution authorizing the Public Works Director to execute on behalf of the City documents entitled “Cooperation Agreement between the United States of America and the City of Council Bluffs, Iowa for Rehabilitation of a Federal Flood Control Works” in connection with repairs to the Missouri River Levee, Indian Creek Levee, and Mosquito Creek Levee.

### Background/Discussion

The City sustained damage to the flood risk reduction system during high water events in 2018 and 2019 and submitted for rehabilitation assistance from the USACE.

The scope of this project repairs the following damage:

- o Four outfall structures (Missouri River and Mosquito Creek tieback)
- o Three areas of levee restoration totaling 0.75 miles (including thickening of section and flood height along Missouri River)
- o Seventeen outfall cleanouts of various lengths and locations (Missouri River and Mosquito Creek tieback)
- o Mosquito Creek Mouth cleanout
- o Four wet side seeding areas with a total length of 8.5 miles (Missouri River and lower portion of Indian Creek tiebacks)

Without this rehabilitation, the integrity of the levee system could be threatened.

The cost of the rehabilitation project will be paid with federal funding through the USACE PL 84-99 program. The City is responsible for providing lands and suitable borrow material for the work. The estimated cost for the material is \$71,750.

The project is scheduled to begin in late 2020.

### Recommendation

Approval of this resolution.

### ATTACHMENTS:

Description	Type	Upload Date
L-624 Cooperation Agreement	Agreement	10/29/2020
L-627 Cooperation Agreement	Agreement	10/29/2020
L-624-627-611-614 Cooperation Agreement	Agreement	10/29/2020





**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and  
CITY OF COUNCIL BLUFFS, IOWA  
for  
REHABILITATION OF A FEDERAL FLOOD CONTROL WORKS  
L-624 MISSOURI RIVER LB & INDIAN CREEK LB & MOSQUITO CREEK RB**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Omaha District, U.S. Army Corps of Engineers, and the City of Council Bluffs, Iowa, (hereinafter referred to as the "Public Sponsor") represented by the Public Works Director/City Engineer.

**WITNESSETH THAT:**

**WHEREAS**, the Government constructed a flood control project (hereinafter referred to as the "project") authorized by Flood Control Act of 1944 (Public Law 534, 78<sup>th</sup> Congress, 2<sup>nd</sup> Session, approved 22 December 1944), and which remains in full effect;

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

**WHEREAS**, via written correspondence, the Public Sponsor has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean the restoration of the levee to the original design grade and cross sections that existed prior to the flood event as generally described in the Project Information Report dated May 28, 2020 and approved by the Division Commander on June 17, 2020.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

## **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds (and using funds provided by the Public Sponsor) shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the project and the Rehabilitation Effort.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to \$0 towards the total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal,

and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$1,196,520 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$0. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$0. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, Omaha District (G6)" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.



1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

#### **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this

Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

#### **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

#### **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Commander shall terminate or suspend work on the Rehabilitation Effort, unless the District Commander determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

## **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the

Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

### **ARTICLE XIII – NOTICES**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Mr. Matt Cox  
City of Council Bluffs  
209 Pearl Street  
Council Bluffs, Iowa 51503

If to the Government:

District Engineer  
Omaha District, Corps of Engineers  
1616 Capitol Avenue  
Omaha, NE 68102-4901

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

CITY OF COUNCIL BLUFFS, IA

BY: \_\_\_\_\_

Mark R. Himes, P.E., PMP  
Colonel, Corps of Engineers  
District Commander

BY: \_\_\_\_\_

Matt Cox  
Public Works Director/City  
Engineer  
City of Council Bluffs, IA

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

---

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



**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and  
CITY OF COUNCIL BLUFFS, IOWA  
for  
REHABILITATION OF A FEDERAL FLOOD CONTROL WORKS  
L-627 MISSOURI RIVER LB & INDIAN CREEK RB**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Omaha District, U.S. Army Corps of Engineers, and the City of Council Bluffs, Iowa, (hereinafter referred to as the "Public Sponsor") represented by the Public Works Director/City Engineer.

**WITNESSETH THAT:**

**WHEREAS**, the Government constructed a flood control project (hereinafter referred to as the "project") authorized by Flood Control Act of 1944 (Public Law 534, 78<sup>th</sup> Congress, 2<sup>nd</sup> Session, approved 22 December 1944), and which remains in full effect;

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

**WHEREAS**, via written correspondence, the Public Sponsor has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean the restoration of the levee to the original design grade and cross sections that existed prior to the flood event as generally described in the Project Information Report dated June 4, 2019 and approved by the Division Commander on June 10, 2019. This was followed by Addendum 1 dated May 20, 2020 and approved by the Division Commander on May 27, 2020.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

## **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds (and using funds provided by the Public Sponsor) shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the project and the Rehabilitation Effort.

C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to \$0 towards the total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal,

and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$2,501,614 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$0. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$0. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, Omaha District (G6)" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

#### **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this

Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

#### **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

#### **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XI - TERMINATION OR SUSPENSION**



If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Commander shall terminate or suspend work on the Rehabilitation Effort, unless the District Commander determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

## **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the

Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

### **ARTICLE XIII – NOTICES**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Mr. Matt Cox  
City of Council Bluffs  
209 Pearl Street  
Council Bluffs, Iowa 51503

If to the Government:

District Engineer  
Omaha District, Corps of Engineers  
1616 Capitol Avenue  
Omaha, NE 68102-4901

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.

THE DEPARTMENT OF THE ARMY

CITY OF COUNCIL BLUFFS, IA

BY: \_\_\_\_\_

Mark R. Himes, P.E., PMP  
Colonel, Corps of Engineers  
District Commander

BY: \_\_\_\_\_

Matt Cox  
Public Works Director/City  
Engineer  
City of Council Bluffs, IA

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

---

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

**COOPERATION AGREEMENT  
BETWEEN  
THE UNITED STATES OF AMERICA  
and  
CITY OF COUNCIL BLUFFS, IOWA  
for  
REHABILITATION OF A FEDERAL FLOOD CONTROL WORKS  
L-624-627-611-614 – MOSQUITO CREEK LB**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE DEPARTMENT OF THE ARMY (hereinafter referred to as the "Government") represented by the District Engineer, Omaha District, U.S. Army Corps of Engineers, and the City of Council Bluffs, Iowa, (hereinafter referred to as the "Public Sponsor") represented by the Public Works Director/City Engineer.

**WITNESSETH THAT:**

**WHEREAS**, the Government constructed a flood control project (hereinafter referred to as the "project") authorized by Flood Control Act of 1944 (Public Law 534, 78<sup>th</sup> Congress, 2<sup>nd</sup> Session, approved 22 December 1944), and which remains in full effect;

**WHEREAS**, pursuant to 33 U.S.C. 701n, the Government is authorized to assist in the repair or restoration of flood control improvements threatened or destroyed by floods;

**WHEREAS**, via written correspondence, the Public Sponsor has requested that the Government repair or restore the project, which was damaged by recent flooding or coastal storms, in accordance with 33 U.S.C. 701n and established policies of the U.S. Army Corps of Engineers; and,

**WHEREAS**, Public Sponsor hereby represents that it has the authority and legal capability to furnish the non-Federal cooperation hereinafter set forth and is willing to participate in the rehabilitation effort of the authorized project in accordance with the terms of this Agreement;

**NOW, THEREFORE**, the Government and the Public Sponsor agree as follows:

**ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS**

For purposes of this agreement:

A. The term "Rehabilitation Effort" shall mean the restoration of the levee to the original design grade and cross sections that existed prior to the flood event as generally described in the Project Information Report dated May 28, 2020 and approved by the Division Commander on June 23, 2020.

B. The term "Rehabilitation Effort costs" shall mean all costs incurred by the Public Sponsor and the Government, in accordance with the terms of this Agreement, directly related to implementation of the Rehabilitation Effort. The term shall include, but is not necessarily be limited to: actual construction costs, including supervision and inspection costs; costs of contract dispute settlements or awards; and the cost of investigations to identify the existence of hazardous substances as identified in Article XIA. The term shall not include any costs for operation and maintenance; any costs to correct deferred or deficient maintenance; any costs for betterments; any costs for Public Sponsor-preferred alternatives; or the costs of lands, easements, rights-of-way, relocations, or suitable borrow and dredged or excavated material disposal areas required for the Rehabilitation Effort.

C. The term "betterment" shall mean the design and construction of a feature accomplished on behalf of, or at the request of, the Public Sponsor in accordance with standards that exceed the standards that the Government would otherwise apply for accomplishing the Rehabilitation Effort.

## **ARTICLE II - OBLIGATIONS OF THE GOVERNMENT AND PUBLIC SPONSOR**

A. The Government, subject to receiving funds appropriated by the Congress of the United States, and using those funds (and using funds provided by the Public Sponsor) shall expeditiously implement the Rehabilitation Effort, applying those procedures usually followed or applied in Government construction of Federal projects, pursuant to Federal laws, regulations, and policies. The Public Sponsor shall be afforded the opportunity to review and comment on solicitations for all contracts, including relevant plans and specifications, prior to the issuance of such solicitations. The Contracting Officer will, in good faith, consider the comments of the Public Sponsor, but award of contracts, modifications or change orders, and performance of all work on the Rehabilitation Effort (whether the work is performed under contract or by Government personnel), shall be exclusively within the control of the Contracting Officer.

B. As further specified in Article III, the Public Sponsor shall provide all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform all relocations determined by the Government to be necessary for construction, operation, and maintenance of the project and the Rehabilitation Effort.



C. As further specified in Article IV, the Public Sponsor shall contribute, in cash, in-kind services, or a combination thereof, a contribution toward construction of the Rehabilitation Effort in an amount equal to \$0 towards the total Rehabilitation Effort costs.

D. The Public Sponsor shall not use Federal funds to meet its share of total Rehabilitation Effort costs under this Agreement unless the Federal granting agency verifies in writing that the expenditure of such funds is authorized by statute.

E. The Public Sponsor shall hold and save the Government free from all damages arising from the construction, operation, and maintenance of the Rehabilitation Effort and any authorized project-related betterments, except for damages due to the fault or negligence of the Government or the Government's contractors.

F. The Public Sponsor agrees to continue to participate in and comply with the policies and procedures of the U.S. Army Corps of Engineers Rehabilitation and Inspection Program, and of Title 33, Code of Federal Regulations, Part 208.10 (33 CFR 208.10).

G. The Public Sponsor may request the Government to accomplish betterments. The Public Sponsor shall be solely responsible for any increase in costs resulting from the betterments and all such increased costs will be paid in advance by the Public Sponsor in accordance with Article IV.

### **ARTICLE III - LANDS, RELOCATIONS, AND PUBLIC LAW 91-646**

A. The Government shall provide the Public Sponsor with a description of the anticipated real estate requirements and relocations for the Rehabilitation Effort. Thereafter, the Public Sponsor shall furnish all lands, easements, and rights-of-way, including suitable borrow and dredged or excavated material disposal areas, and perform any relocations, as may be determined by the Government in that description, or in any subsequent description, to be necessary for the construction, operation, and maintenance of the Rehabilitation Effort and the authorized project. The necessary lands, easements, and rights-of-way may be provided incrementally for each construction contract. All lands, easements, and rights-of-way determined by the Government to be necessary for work to be performed under a construction contract must be furnished prior to the advertisement of that construction contract.

B. The Public Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 CFR Part 24, in acquiring lands, easements, and rights of way, required for construction, operation, and maintenance of the Rehabilitation Effort, including those necessary for relocations, borrow materials, and dredged or excavated material disposal,

and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

#### **ARTICLE IV - METHOD OF PAYMENT**

A. The Public Sponsor shall provide, during the period of construction, cash payments, in-kind services, or a combination thereof, required to meet the Public Sponsor's obligations under Article II of the Agreement. Rehabilitation Effort costs are currently estimated to be \$694,240 and the Public Sponsor's share (cash and services in kind) of total Rehabilitation Effort costs is currently estimated to be \$0. In order to meet Public Sponsor's cash payment requirements, the Public Sponsor must provide a cash contribution estimated to be \$0. The dollar amounts set forth in this paragraph are based upon the Government's best estimates that reflect projections of costs, price level changes, and anticipated inflation. Such cost estimates are subject to adjustments based upon costs actually incurred, and are not to be construed as the total financial responsibilities of the Government and the Public Sponsor.

B. The required cash contribution shall be provided as follows: At least ten calendar days prior to the award of the first construction contract, the Government shall notify the Public Sponsor of the Public Sponsor's estimated share of the total Rehabilitation Effort costs including the Public Sponsor's estimated share of the costs attributable to the Rehabilitation Effort incurred prior to the initiation of construction. Within five calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the required contribution by delivering a check payable to "FAO, USAED, Omaha District (G6)" to the Contracting Officer representing the Government. The Government shall draw on the funds provided by the Public Sponsor such sums as the Government deems necessary to cover contractual and in-house fiscal obligations attributable to the Rehabilitation Effort as they are incurred, as well as Rehabilitation Effort costs incurred by the Government. In the event that total Rehabilitation Effort costs are expected to exceed the estimate given at the outset of construction, the Government shall immediately notify the Public Sponsor of the additional contribution the Public Sponsor will be required to make to meet the Public Sponsor's share of the revised estimate. Within ten calendar days thereafter, the Public Sponsor shall provide the Government the full amount of the additional required contribution.

C. During the period of construction, the Government will provide periodic financial reports on the status of the total Rehabilitation Effort costs and status of contributions made by the Public Sponsor. Upon completion of the Rehabilitation Effort and resolution of all relevant contract claims and appeals, the Government shall compute the total Rehabilitation Effort costs and tender to the Public Sponsor a final accounting of the Public Sponsor's share of Rehabilitation Effort costs.

1. In the event the total contribution by the Public Sponsor is less than the Public Sponsor's required share of total Rehabilitation Effort costs, the Public Sponsor shall, no later than 90 calendar days after receipt of written notice, make a cash payment to the Government of whatever sum is required to meet the Public Sponsor's required share of the total Rehabilitation Effort costs.

2. In the event total contribution by the Public Sponsor is more than the Public Sponsor's required share of total Rehabilitation Effort costs, the Government shall, no later than 90 calendar days after the final accounting is complete, subject to the availability of funds, return the excess to the Public Sponsor; however, the Public Sponsor shall not be entitled to any refund for in-kind services. In the event the existing funds are not available to repay the Public Sponsor for excess contributions provided, the Government shall seek such appropriations as are necessary to repay the Public Sponsor for excess contributions provided.

#### **ARTICLE V - CREDITING OF IN-KIND SERVICES**

The Government has approved a credit for In-Kind Services, compatible with the Rehabilitation Effort, in the estimated amount of \$0 for implementation of such services by the Public Sponsor. The affording of such credit shall be subject to an onsite inspection by the Government to verify that the work was accomplished in a satisfactory manner and is suitable for inclusion in the Rehabilitation Effort. The actual amount of such credit shall be subject to an audit conducted to determine reasonableness, allocability, and allowability of costs. The Government shall apply the credit amount toward any additional cash contribution required under this Agreement. The Public Sponsor shall not receive credit for any amount in excess of such additional cash contribution, nor shall the Public Sponsor be entitled to any reimbursement for any excess credit amount.

#### **ARTICLE VI - OPERATION AND MAINTENANCE**

A. After the Contracting Officer has determined that construction of the Rehabilitation Effort is complete and provided the Public Sponsor with written notice of such determination, the Public Sponsor shall continue to operate and maintain the completed Rehabilitation Effort as part of the project, at no cost to the Government, in accordance with specific directions prescribed by the Government in Title 33, Code of Federal Regulations, Part 208.10, Engineer Regulation 500-1-1, and any subsequent amendments thereto.

B. The Public Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon land that the Public Sponsor owns or controls for access to the project for the purposes of inspection, and, if necessary, for the purpose of completing, operating, and maintaining the Project. If an inspection shows the Public Sponsor for any reason is failing to fulfill the Public Sponsor's obligations under this

Agreement without receiving prior written approval from the Government, the Government will send a written notice to the Public Sponsor. If, after 30 calendar days from receipt of such notice, the Public Sponsor continues to fail to perform, then the Government shall have the right to enter, at reasonable times and in a reasonable manner, upon lands the Public Sponsor owns or controls for access to the authorized project for the purposes of completing, operating, and maintaining the project. No action by the Government shall operate to relieve the Public Sponsor of responsibility to meet the Public Sponsor obligations as set forth in this Agreement, or to preclude the Government from pursuing any other remedy at law or equity to assure faithful performance pursuant to this Agreement.

#### **ARTICLE VII - FEDERAL AND STATE LAWS**

In the exercise of the Public Sponsor's rights and obligations hereunder, the Public Sponsor agrees to comply with all applicable Federal and state laws and regulations.

#### **ARTICLE VIII - RELATIONSHIP OF PARTIES**

The Government and the Public Sponsor act in an independent capacity in the performance of their respective functions under this Agreement, and neither party is to be considered the officer, agent, nor employee of the other.

#### **ARTICLE IX - OFFICIALS NOT TO BENEFIT**

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

#### **ARTICLE X - COVENANT AGAINST CONTINGENT FEES**

The Public Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Public Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability, or, in the Government's discretion, to add to the Agreement or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XI - TERMINATION OR SUSPENSION**

If at any time the Public Sponsor fails to carry out its obligations under this Agreement, the District Commander shall terminate or suspend work on the Rehabilitation Effort, unless the District Commander determines that continuation of work on the Rehabilitation Effort is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with this Rehabilitation Effort. However, deferral of future performance under this agreement shall not affect existing obligations or relieve the parties of liability for any obligation previously incurred. In the event that either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Rehabilitation Effort and proceed to a final accounting in accordance with Article IV of this Agreement. In the event that either party elects to defer future performance under this Agreement pursuant to this Article, such deferral shall remain in effect until such time as either the Government or Public Sponsor elects to proceed with further construction or terminates this Agreement.

## **ARTICLE XII - HAZARDOUS SUBSTANCES**

A. After execution of this Agreement and upon direction by the Contracting Officer, the Public Sponsor shall perform, or cause to be performed, such investigations for hazardous substances as are determined necessary by the Government of the Public Sponsor to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 42 U.S.C. Sections, 9601-9675, on lands necessary to Rehabilitation Effort construction, operation, and maintenance. All actual costs incurred by the Public Sponsor that are properly allowable and allocable to performance of any such investigations for hazardous substances shall be included in Rehabilitation Effort costs and cost shared as a construction cost.

B. In the event it is discovered through an investigation for hazardous substances or other means that any lands, easements, rights-of-way, or disposal areas to be acquired or provided for the Rehabilitation Effort contain any hazardous substances regulated under CERCLA, the Public Sponsor and the Government shall provide prompt notice to each other, and the Public Sponsor shall not proceed with the acquisition of lands, easements, rights-of-way, or disposal areas until mutually agreed.

C. The Government and the Public Sponsor shall determine whether to initiate construction of the Rehabilitation Effort, or, if already in construction, to continue with construction of the Rehabilitation Effort, or to terminate construction of the Rehabilitation Effort for the convenience of the Government in any case where hazardous substances regulated under CERCLA are found to exist on any lands necessary for the Rehabilitation Effort and the authorized Project. Should the Government and the Public Sponsor determine to proceed or continue with the construction after considering any liability that may arise under CERCLA, the Public Sponsor shall be responsible, as between the

Government and the Public Sponsor, for any and all necessary clean up and response costs, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of the total Rehabilitation Effort costs as defined in this Agreement. In the event the Public Sponsor fails to provide any funds necessary to pay for clean up and response costs or to otherwise discharge the Public Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may either terminate or suspend work on the Rehabilitation Effort, or proceed with further work as provided in Article X of this Agreement.

D. The Public Sponsor and Government shall consult with each other to assure that responsible parties bear any necessary clean up and response costs as defined in CERCLA. Any decision made pursuant to paragraph C of this Article shall not relieve any party from any liability that may arise under CERCLA.

E. As between the Government and the Public Sponsor, the Public Sponsor shall be considered the operator of the project (which the Rehabilitation Effort is repairing and restoring) for purposes of CERCLA liability. To the maximum extent practicable, the Public Sponsor shall operate and maintain the authorized project in a manner that will not cause liability to arise under CERCLA.

### **ARTICLE XIII – NOTICES**

A. All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally, given by prepaid telegram, or mailed by first-class (postage prepaid), registered, or certified mail, as follows:

If to the Public Sponsor:

Mr. Matt Cox  
City of Council Bluffs  
209 Pearl Street  
Council Bluffs, Iowa 51503

If to the Government:

District Engineer  
Omaha District, Corps of Engineers  
1616 Capitol Avenue  
Omaha, NE 68102-4901

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at such time as it is either personally delivered, or, seven calendar days after it is mailed, as the case may be.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Engineer.



THE DEPARTMENT OF THE ARMY

CITY OF COUNCIL BLUFFS, IA

BY: \_\_\_\_\_

Mark R. Himes, P.E., PMP  
Colonel, Corps of Engineers  
District Commander

BY: \_\_\_\_\_

Matt Cox  
Public Works Director/City  
Engineer  
City of Council Bluffs, IA

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

---

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

**RESOLUTION**  
**NO 20-268**

**RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR  
TO EXECUTE ON BEHALF OF THE CITY  
DOCUMENTS ENTITLED “COOPERATION AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND THE CITY OF  
COUNCIL BLUFFS, IOWA FOR REHABILITATION OF  
A FEDERAL FLOOD CONTROL WORKS” IN CONNECTION  
WITH REPAIRS TO THE MISSOURI RIVER LEVEE,  
INDIAN CREEK LEVEE, AND MOSQUITO CREEK LEVEE**

WHEREAS,           the City of Council Bluffs has experienced flood damage  
and has requested assistance to repair and restore the  
Missouri River, Indian Creek, and Mosquito Creek levee  
systems; and

WHEREAS,           the U.S. Army Corps of Engineers, Omaha District has  
submitted an agreement for said rehabilitation; and

WHEREAS,           the city council deems approval of said agreement to be  
in the best interest of the City of Council Bluffs.

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

That the Public Works Director is hereby authorized and directed to execute said agreement with  
the U.S. Army Corps of Engineers in connection with repairs to the Missouri River Levee, Indian  
Creek Levee, and Mosquito Creek Levee.

ADOPTED  
AND  
APPROVED

November 9, 2020

\_\_\_\_\_  
Matthew J. Walsh, Mayor

ATTEST:

\_\_\_\_\_  
Jodi Quakenbush, City Clerk

## Council Communication

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

Resolution 20-269 A and B  
ITEM 6.C.

Council Action: 11/9/2020

### Description

20-269A - Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.

20-269B - Resolution authorizing and providing for the issuance, and AMENDING the levy of taxes to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

### Background/Discussion

(A) When a City sells Bond Debt it appoints the Trust Department of a Bank qualified to handle transactions for administration of the bonds. These transactions would include closing the transaction and receiving the money from the bond buyer, monitoring and collecting timely principal and interest payments from the City to assure proper payments to bond clients, making the bond principal and interest payments directly to the bondholders so the City does not have to track and maintain ledgers on all bond holders and to balance all accounts to assure proper administration of the cash allocated for bond payments. The cost for this service is a nominal \$500 per year per series of bonds issued.

(B) This resolution incorporates several documents into the official record of the bond sale to assure compliance with State and Federal laws. It incorporates the Certificate of Tax Exemption for the Series 2020B bond which sets out the conditions under which the interest on these bonds remains exempt from federal taxation. It promises the City will follow the rules for continuing disclosure of actions and incidents which are determined to be material actions in the administration of the bonds. It pledges the City's tax base as payment for the bonds and levies taxes necessary to make all payments of principal and interest on these bonds.

### Recommendation

The resolution be approved.

### ATTACHMENTS:

Description	Type	Upload Date
Resolution 20-269 A and B	Resolution	11/4/2020

**Resolution 20-269 A & B**

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF COUNCIL BLUFFS, IOWA**

\$4,515,000 General Obligation Bonds, Series 2020B

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance, and AMENDING the levy of taxes to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

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

November 9, 2020

The City Council of the City of Council Bluffs, State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

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

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

\* \* \* \* \*



Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

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

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

Resolution 20-269A

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST  
DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND  
REGISTRAR, AND TRANSFER AGENT, APPROVING THE  
PAYING AGENT AND BOND REGISTRAR AND TRANSFER  
AGENT AGREEMENT AND AUTHORIZING THE  
EXECUTION OF THE AGREEMENT

WHEREAS, \$4,515,000 General Obligation Bonds, Series 2020B, dated December 2, 2020, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$4,515,000 General Obligation Bonds, Series 2020B, dated December 2, 2020.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 9<sup>th</sup> day of November, 2020.

---

Mayor

ATTEST:

---

City Clerk

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$4,515,000 GENERAL OBLIGATION BONDS, SERIES 2020B, AND AMENDING THE LEVY OF TAXES TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

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

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

Resolution 20-269B

RESOLUTION AUTHORIZING AND PROVIDING FOR THE  
ISSUANCE OF \$4,515,000 GENERAL OBLIGATION BONDS,  
SERIES 2020B, AND AMENDING THE LEVY OF TAXES TO  
PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION  
CERTIFICATE AND CONTINUING DISCLOSURE  
CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, it is deemed necessary and advisable that the City of Council Bluffs, Iowa, should authorize and issue its General Obligation Bonds, for the purpose of providing funds to pay costs opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, and improvement of real and personal property, useful for the reclamation of property situated within the corporate limits of cities from floods or high waters, including the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the development and beautification of the banks and other areas adjacent to flood control improvements; rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements

commonly found in city parks; acquisition, construction, reconstruction, enlargement, improvement, and equipping, including information technology hardware and software, of city buildings; the construction, reconstruction, enlargement, improvement, and equipping of recreation grounds; the acquisition, construction, reconstruction, enlargement, improvement, and equipping of golf courses; and the construction, reconstruction, enlargement, improvement, and equipping of recreation grounds and trails; and

WHEREAS, pursuant to notices published as required by Chapter 384 of the Code of Iowa, the City has given all required notices and held all applicable public meetings and hearings upon said projects to institute proceedings for the issuance of the Bonds, and therefore now authorized to proceed with the issuance of General Obligation Bonds, Series 2020B; and

WHEREAS, pursuant to Sections 384.25, 384.26 and 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation Bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$4,515,000 General Obligation Bonds as hereinafter set forth; and

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$4,515,000 General Obligation Bonds, Series 2020B, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.

- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.

- "Issuer" and "City" shall mean the City of Council Bluffs, State of Iowa.

- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.

- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Project" shall mean the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, and improvement of real and personal property, useful for the reclamation of property situated within the corporate limits of cities from floods or high waters, including the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the development and beautification of the banks and other areas adjacent to flood control improvements; rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks; acquisition, construction, reconstruction, enlargement, improvement, and equipping, including information technology hardware and software, of city buildings; the construction, reconstruction, enlargement, improvement, and equipping of recreation grounds; the acquisition, construction, reconstruction, enlargement, improvement, and equipping of golf courses; and the construction, reconstruction, enlargement, improvement, and equipping of recreation grounds and trails.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Resolution" shall mean this amending resolution authorizing the Bonds.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Director of Finance or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Council Bluffs, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$1,229,494.17*	2020/2021
\$ 383,600.00	2021/2022
\$ 381,600.00	2022/2023
\$ 384,100.00	2023/2024
\$ 385,850.00	2024/2025
\$ 381,850.00	2025/2026
\$ 382,350.00	2026/2027
\$ 382,100.00	2027/2028
\$ 386,100.00	2028/2029
\$ 384,100.00	2029/2030
\$ 383,450.00	2030/2031
\$ 382,500.00	2031/2032

\*A levy in the amount of \$1,226,168 has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Bond coming due in fiscal year 2020/21.



(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2019 will be collected during the fiscal year commencing July 1, 2020.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Pottawattamie County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2020 GENERAL OBLIGATION BOND FUND NO. 2" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$4,515,000, shall be issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2020B", be dated December 2, 2020, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 <sup>st</sup>
\$1,130,000	5.000%	2021
\$ 240,000	5.000%	2022
\$ 250,000	5.000%	2023
\$ 265,000	5.000%	2024
\$ 280,000	5.000%	2025
\$ 290,000	5.000%	2026
\$ 305,000	5.000%	2027
\$ 320,000	5.000%	2028
\$ 340,000	5.000%	2029
\$ 355,000	3.000%	2030
\$ 365,000	3.000%	2031
\$ 375,000	2.000%	2032

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2028, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for

their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

#### Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to

Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act

of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"  
"COUNTY OF POTTAWATTAMIE"  
"CITY OF COUNCIL BLUFFS"  
"GENERAL OBLIGATION BOND"  
"SERIES 2020B"  
CORPORATE PURPOSE

Rate: \_\_\_\_\_  
Maturity: \_\_\_\_\_  
Bond Date: December 2, 2020  
CUSIP No.: \_\_\_\_\_  
"Registered"



Certificate No. \_\_\_\_\_  
Principal Amount: \$ \_\_\_\_\_

The City of Council Bluffs, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2021, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes; the acquisition, construction, reconstruction, and improvement of real and personal property, useful for the reclamation of property situated within the corporate limits of cities from floods or high waters, including the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the development and beautification of the banks and other areas adjacent to flood control improvements; rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks; acquisition, construction, reconstruction, enlargement, improvement, and equipping, including information technology hardware and software, of city buildings; the construction, reconstruction, enlargement, improvement, and equipping of recreation grounds; the acquisition, construction, reconstruction, enlargement, improvement, and equipping of golf courses; and the construction, reconstruction, enlargement, improvement, and equipping of recreation grounds and trails, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for

registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2028, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest;

and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: \_\_\_\_\_  
This is one of the Bonds described in the within mentioned  
Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar

By: \_\_\_\_\_  
Authorized Signature  
Registrar and Transfer Agent: UMB Bank, N.A.  
Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

CITY OF COUNCIL BLUFFS, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature) \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature) \_\_\_\_\_  
City Clerk

(Information Required for Registration)

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (Social Security or Tax Identification No. \_\_\_\_\_) the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Person(s) executing this Assignment sign(s) here)

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

## IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

## INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
Address of Transferee(s) \_\_\_\_\_  
Social Security or Tax Identification \_\_\_\_\_  
Number of Transferee(s) \_\_\_\_\_  
Transferee is a(n):  
Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
Partnership \_\_\_\_\_ Trust \_\_\_\_\_

\*If the Bond is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - ..... Custodian .....  
 (Cust) (Minor)  
 Under Iowa Uniform Transfers to Minors Act.....  
 (State)

ADDITIONAL ABBREVIATIONS MAY  
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Bond)

Section 14. Closing Documents. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Bonds.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Bonds issued hereunder which will cause any of the Bonds to be classified as arbitrage bonds within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Bonds it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Director of Finance is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or

Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 22. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 9<sup>th</sup> day of November, 2020.

---

Mayor

ATTEST:

---

City Clerk



STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

(SEAL)

179

## Council Communication

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

Resolution 20-270  
ITEM 6.D.

Council Action: 11/9/2020

### Description

Resolution authorizing the Mayor to accept the Offer for Real Estate from the Bluffs Corporation to acquire approximately 2.75 acres of land and to execute the promissory note for the consideration on behalf of the City of Council Bluffs.

### Background/Discussion

Negotiations have been underway with Elmer Adams on behalf of The Bluffs Corporation for the sale of a parcel of land located east of South Expressway and north of Highway 92. The property is approximately 2.75 acres of undeveloped land and the City will use the land as right-of-way for a new road that will run north and south connecting 35th Avenue with Highway 92. This new road will aide with traffic flow to and from current and developing businesses in that area.

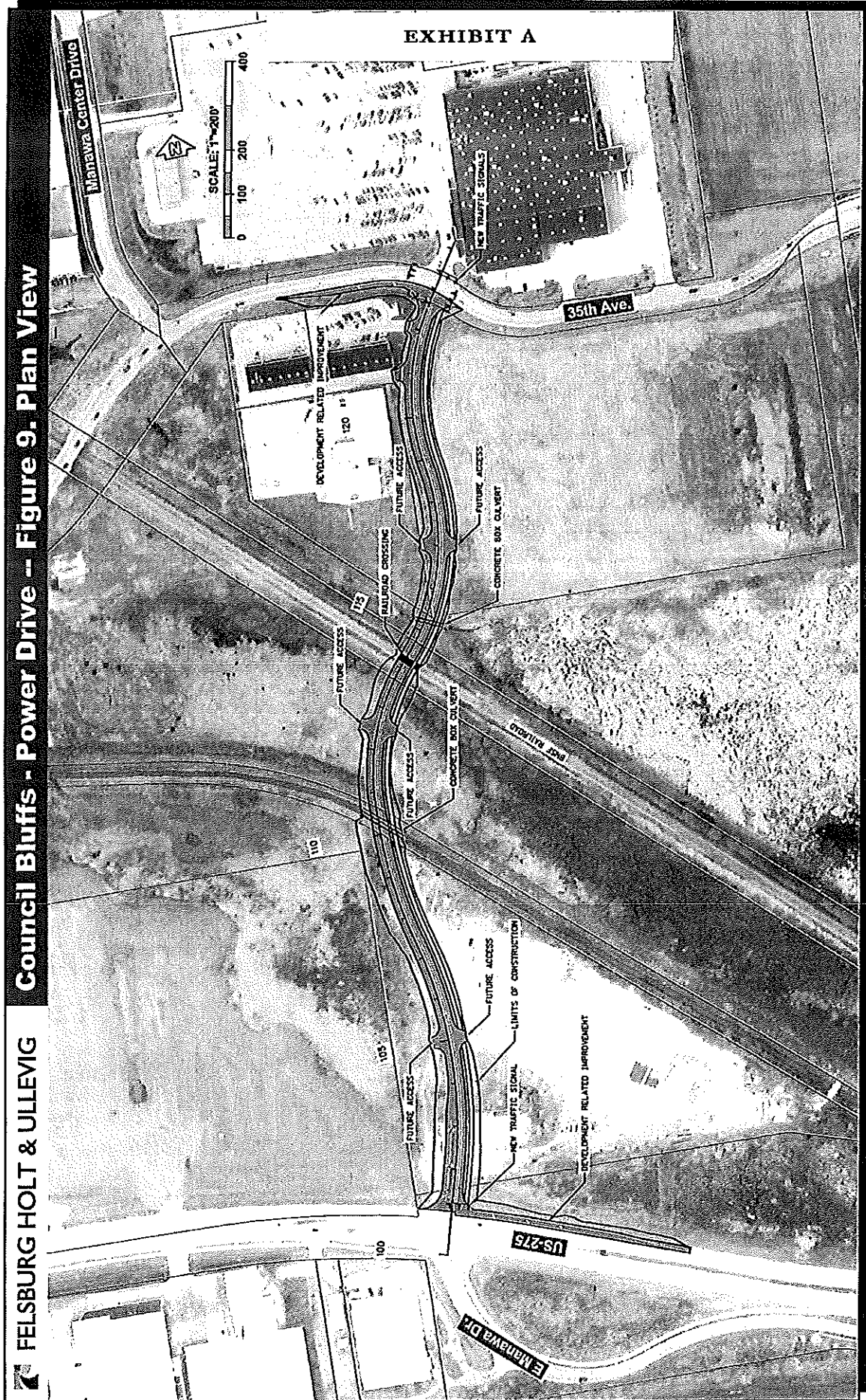
The City has had the property appraised and its value was determined to be \$450,000.00. The owner has other property that will benefit from the development of this street and has agreed to accept an offer of \$100,000.00, essentially gifting \$350,000.00 in value to the City. This street project is not currently in the CIP and there are no monies budgeted for this acquisition, so the parties have agreed that the City will provide a promissory note as the bulk of the consideration for the property. The City plans to make the funds available via an inter-fund loan and then to repay the loan amount with TIF revenues as they are generated.

### Recommendation

It is recommended that this Resolution is approved

### ATTACHMENTS:

Description	Type	Upload Date
Council Bluffs-Power Drive-Figure 9.Plan View	Map	11/2/2020
Promissory Note	Other	11/3/2020
Offer	Resolution	11/3/2020
Resolution 20-270	Resolution	11/4/2020



PROMISSORY NOTE  
(PROMISE TO PAY)

The City of Council Bluffs, Iowa  
209 Pearl Street  
Council Bluffs, Iowa  
Mayor Matthew Walsh

The City of Council Bluffs Iowa does hereby promise to pay The Bluffs Corporation the sum of \$95,000 for the purchase of approximately 2.75 acres of land to be utilized as right-of-way for the Power Drive project. This is in addition to the \$5000 earnest money paid upon the execution of the OFFER FOR REAL ESTATE and shall be paid on or before June 30, 2021.

As authorized by Resolution Number \_\_\_\_\_, I Matthew Walsh do hereby execute this Promissory Note on behalf of the City of Council Bluffs on this \_\_\_\_ day of November, 2020.

---

Mayor Matthew Walsh



# COMMERCIAL/NON-RESIDENTIAL OFFER FOR REAL ESTATE (Including Acceptance, Counter, or Rejection)

Page 1 of 7



TIME ☐ a.m. ☐ p.m. DATE OF OFFER \_\_\_\_\_

OFFICE USE ONLY:  
OFFER ACCEPTED \_\_\_\_\_

Check all boxes that apply.

## I. DISCLOSURE CONFIRMATIONS.

- A. **AGENCY.** By signing below, Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand said representation, and the disclosures were provided prior to signing this Offer For Real Estate.
- B. **SELLER PROPERTY DISCLOSURE.** If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer ( ☐ has ) ( ☐ has not ) received and read Seller's property disclosure statement. In the event that Seller is exempt from providing said disclosure under the Code of Iowa, check here ☒.
- C. **LEAD-BASED PAINT.** If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer ( ☐ has ) ( ☐ has not ) received and read the above described documents. The Disclosure Statement signed by all parties, is to be attached hereto. In the event that Seller is exempt from providing said documents under EPA regulations, check here ☒.
- D. **REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR® PERMISSION TO CALL.** Buyer and Seller request that Broker select and complete documents allowed by law, and authorize REALTOR® /Broker to call, fax, and email residence.

1. \_\_\_\_\_ BUYER & DATE 1. \_\_\_\_\_ SELLER & DATE  
2. \_\_\_\_\_ BUYER & DATE 2. \_\_\_\_\_ SELLER & DATE

II. **OFFER TO:** \_\_\_\_\_ The Bluffs Corporation (herein designated as Seller).  
The undersigned \_\_\_\_\_ The City of Council Bluffs (herein designated as Buyer)  
hereby offer to buy the real property situated in \_\_\_\_\_ Pottawattamie County, Iowa. Located at and briefly described as \_\_\_\_\_ 2.75 Acres m/l \_\_\_\_\_, Council Bluffs \_\_\_\_\_, Iowa, and legally described as:  
To be determined by a new survey.

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$435,000.00 AS FOLLOWS: \$5,000.00 earnest money to be held in trust by Clear Title & Abstract, LLC ( ☐ Seller's ) ( ☐ Buyer's ) ( ☒ both Seller's and Buyer's ) Agent, hereinafter referred to as "Broker" or "Agent", or an escrow company and credited toward the purchase price at closing, pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided Buyers, on possession, are permitted to use the property for \_\_\_\_\_.

~~Earnest money scheduled to be held in excess of 90 days and in an amount equal to or exceeding \$7,500 shall be placed in an interest-bearing account with interest accruing in favor of ( ☐ Buyer ) ( ☐ Seller ).~~ The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

- ☒ (A) **CASH** to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive verification of funds.
- ☐ (B) **NEW MORTGAGE:** This contract is contingent upon the Buyer obtaining a bona fide commitment for a(n):
- ☐ Conventional
  - ☐ ARM
  - ☐ FHA
  - ☐ RECD
  - ☐ VA (In the event of FHA or VA financing, see Addendum – Offer for Real Estate attached hereto and by this reference made apart of this contract.)
  - ☐ Other \_\_\_\_\_

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers \_\_\_\_\_, \_\_\_\_\_ acknowledge that they have read this page.  
(Initials) (Initials)

All usual costs incurred in securing such mortgage shall be paid by the \_\_\_\_\_. ☐ Seller ☐ Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed \_\_\_\_\_% of the mortgage. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees, etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

**FINANCING COMMITMENT.** Buyer agrees to make loan application (if applicable) immediately, or within \_\_\_\_\_ days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. Buyer shall immediately confirm insurability of Property.

**Financing Commitments:**

☐ Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer.

☐ Both parties await appraisal. Appraisal must be completed by: \_\_\_\_\_

☐ Awaiting other mutually agreed financing terms which shall be in writing.

☐ (C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☐ (D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

☒ (E) **OTHER TERMS/CONTINGENCIES/SPECIAL PROVISIONS** (i.e., any subject to sale, including zoning permits, utilities, environmental assessments, etc.): See Addendum A which is an integral part of the offer.

---



---



---



---



---

This agreement is also subject to the following terms and conditions:

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to the creditors entitled.

**Interest on Trust Account:** If indicated by "yes" in the following space \_\_\_\_\_, the trust funds paid by the Buyers to Broker shall be deposited by the Broker in an interest bearing trust account and the interest earned thereon shall accrue for the benefit of the \_\_\_\_\_, with interest credited to Social Security# \_\_\_\_\_ otherwise, the interest shall be forwarded to the Iowa Association of REALTORS® Foundation.

2. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.**

- a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.
- b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see the Commercial/Non-Residential "Addendum – Offer for Real Estate" attached and made a part of this contract.  
☐ Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ \_\_\_\_\_ estimated annual tax.
- c. All special assessments spread on the Treasurer's Books at the time of the acceptance of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by resolution of necessity, such as mowing, snow removal, etc. are to be paid by Seller.
- d. All subsequent taxes and special assessments are to be paid by Buyer.

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers \_\_\_\_\_, \_\_\_\_\_ acknowledge that they have read this page.  
(Initials) (Initials)

3. **CLOSING AND POSSESSION.** Closing shall be on or before            ☐ a.m. or ☐ p.m. November 16, 2020, and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, John H. Jerkovich. Possession to be given            ☐ a.m. or ☐ p.m. November 16, 2020, and adjustment of interest, taxes, insurance and rents to be made on this date. This transaction shall be considered closed upon filing of documents and receipt of all funds by the broker. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is John H. Jerkovich.
4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (☐ is) (☐ is not) (☒ may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, Buyer should consult a lender and insurance carrier.
6. **INCLUDED PROPERTY** (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.
- OTHER INCLUDED ITEMS, INCLUDING TRADE FIXTURES, MACHINERY AND EQUIPMENT:**  
NA
- EXCLUDED PROPERTY, TRADE FIXTURES, MACHINERY AND EQUIPMENT:**  
NA
7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.
8. **DUTIES OF PARTIES:**
- Seller and Buyer acknowledge and agree that REALTOR® /Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. For such matters, Seller and Buyer are advised to consult the appropriate professional(s).
  - Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose MATERIAL ADVERSE FACTS and MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. Buyer has the right to obtain inspections, survey and measurements at Buyer's expense. Buyer shall immediately confirm insurability of Property. Buyer is hereby advised to request that special provisions be written into this contract prior to signing same, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).

Buyers           ,            and Sellers           ,            acknowledge that they have read this page.  
 (Initials) (Initials)



- c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

9. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agrees to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.

10. **CONDITION OF PROPERTY.**

- a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.
- b. Buyer is advised to have property inspected by professional inspector(s). If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

- ☐ i. Within \_\_\_\_\_ days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies, including hazardous materials, substances, conditions, or waste. Buyer to indemnify Seller for any damage resulting from the environmental investigation. Within this same period, Buyer may notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1 or 2 above), then buyer may declare this offer null and void and shall have the right to all payments returned.
- ☐ ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.
- ☐ iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if an inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

- c. If acceptance is made by Buyer after inspection, under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

- d. **New Construction :** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within \_\_\_\_\_ days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.

11. **WOOD PEST INSPECTION.** Buyer may request a pest control inspection by a licensed pest inspector within \_\_\_\_\_ days after acceptance of this Offer, which shall be done at \_\_\_\_\_ Seller's or \_\_\_\_\_ Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers \_\_\_\_\_, \_\_\_\_\_ acknowledge that they have read this page.  
(Initials) (Initials)

**Offer for Real Estate – Commercial/Non-Residential**

Page 5 of 7

treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

12. **SEPTIC TEST, WELL TEST.** If the property has a well or wells or is served by a septic system, the Buyers may, at their expense, within \_\_\_\_\_ days after acceptance of the offer, have the well or wells and the septic system inspected by a qualified inspector, to determine if the wells and septic system are working properly. If Buyers receive an unsatisfactory report, which cannot be resolved between the parties within \_\_\_\_\_ days after receipt thereof, then upon written notice from Buyers to Sellers, this Agreement shall be null and void and all earnest money paid hereunder shall be returned to Buyers. If Property is sold in its "As-is" condition, this septic test, well test paragraph is not applicable to this Offer for Real Estate.
13. **SURVEY.** Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.
14. **LEASE TERMINATION.** If indicated by "Yes" in the following space \_\_\_\_\_, it shall be the responsibility of Sellers at Seller's expense to terminate all rights of existing tenants so Buyers shall have sole possession and at closing Sellers shall exhibit evidence satisfactory to Buyers of such termination. Seller shall furnish copies of all leases and agreements between Tenants and Seller and this offer (☐ is) (☐ is not) subject to Buyer approving said leases and agreements by (date) \_\_\_\_\_.
15. **REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE - REAL ESTATE COMMISSIONS.**
- a. If Seller fails to fulfill this agreement, Seller will pay to REALTOR® /Broker the professional service fee (if any) in full as stated in the Exclusive Listing Agreement or other written commission agreement corresponding to the property, and Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
  - b. If Buyer fails to fulfill this agreement, Buyer will pay to REALTOR® /Broker the professional service fee (if any) in full as stated within the Buyer Agency Agreement or other written commission agreement, and all payments by Buyer may be forfeited and retained by Seller as provided in the Code of Iowa.
  - c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.
16. **COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.
17. **ABSTRACT AND TITLE.** Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyers or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa and, if applicable, the title policy. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.
18. **DEED.** Upon payment of purchase price, Seller shall convey title by general warranty deed, ☐ if not general then \_\_\_\_\_ deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.
19. **GENERAL PROVISIONS.** In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
20. **NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt of any notice shall be Seller(s) and Buyer(s) at the addresses

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers \_\_\_\_\_, \_\_\_\_\_ acknowledge that they have read this page.  
(Initials) (Initials)

Serial#: 074947-400151-6025777

Prepared by: John Jerkovich | Heartland Properties-Broadway | [jj@heartlandproperties.com](mailto:jj@heartlandproperties.com) |

formsimply

set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

21. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.
22. **MEDIATION.** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.
23. **OTHER PROVISIONS.** All other provisions, if any, shall be by addendum or amendment to this Agreement.
24. **INDEMNITY:** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.
25. **ACCEPTANCE.** When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before \_\_\_\_\_ ☐ a.m. or ☐ p.m. \_\_\_\_\_, it shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

### THIS IS A LEGALLY BINDING CONTRACT.

If not understood, consult with the lawyer of your choice.

Receipt of a copy of this agreement is acknowledged by the parties hereto.

<b>1.</b>	<b>2.</b>
<b>BUYER</b>	<b>BUYER</b>
209 Pearl Street	
<b>ADDRESS</b>	<b>ADDRESS</b>
Council Bluffs, IA 51503	
<b>CITY, STATE, ZIP</b>	<b>CITY, STATE, ZIP</b>
<b>PHONE</b>	<b>PHONE</b>
<b>BUYER TAXPAYER IDENTIFICATION NUMBER (optional)</b>	<b>BUYER TAXPAYER IDENTIFICATION NUMBER (optional)</b>

Seller hereby ( ☐ accepts ) ( ☐ counters ) the above offer at \_\_\_\_\_ ☐ a.m. or ☐ p.m. \_\_\_\_\_ . ( ☐ See attached counter offer ) or ( ☐ Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before \_\_\_\_\_ ☐ a.m. or ☐ p.m. \_\_\_\_\_ ). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and ( ☐ shall ) ( ☐ shall not ) continue to show this property for sale.

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers \_\_\_\_\_, \_\_\_\_\_ acknowledge that they have read this page.  
(Initials) (Initials)

1.	2.
SELLER	SELLER
1717 N. 70th Avenue	
ADDRESS	ADDRESS
Omaha, NE 68104	
CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE	PHONE

Buyer's Attorney \_\_\_\_\_  
 Seller's Attorney \_\_\_\_\_  
 Abstract location \_\_\_\_\_  
 Mortgage with \_\_\_\_\_  
 OPTIONAL:  
 1. \_\_\_\_\_ 2. \_\_\_\_\_  
 Seller's Taxpayer Identification Number

☐ This offer rejected (Seller signature required); \_\_\_\_\_

Time \_\_\_\_\_ ☐ a.m. or ☐ p.m.

Date \_\_\_\_\_

Buyers \_\_\_\_\_, \_\_\_\_\_ and Sellers \_\_\_\_\_, \_\_\_\_\_ acknowledge that they have read this page.  
 (Initials) (Initials)

Copyright © 10/2007 The Iowa Association of REALTORS®

**ADDENDUM A**  
**2.75 Acres m/l Council Bluffs, Iowa 51501**

1. Buyer will pay a \$5,000.00 earnest deposit which shall be applied to the purchase price at closing. If due diligence is deemed unsatisfactory, the earnest deposit shall be fully refundable to Buyer during Buyer's due diligence period. All monies shall be refundable if the transaction otherwise fails to close for any reason not attributable to the Buyer. Buyer shall give notice to Seller if their due diligence is deemed unsatisfactory.

In addition to the \$5,000.00 earnest deposit set out above, Buyer shall execute a Promissory Note simultaneously with the execution of this offer for real estate wherein Buyer will be obligated to pay Seller the balance of the purchase price (\$95,000) no later than June 30<sup>th</sup>, 2021.

2. **INSPECTION/DUE DILIGENCE:** Buyer shall have ninety (90) days from the date of an accepted purchase agreement executed by all parties in which to perform all environmental testing, verification of location and capacity of utilities, surveying and other tests and studies and inspections deemed appropriate by Buyer and which Buyer believes are prudent and necessary for Buyer to make a determination, in Buyer's sole discretion, as to whether the subject property is suitable and appropriate for Buyer's intended purposes. During said period, Buyer and its agents, employees and consultants shall have access to the property at reasonable times under reasonable circumstances. All the foregoing shall be at Buyer's sole expense.

The Seller shall, at the time of execution, provide the Buyer with any documentation from third party consultants relating to inspections, correspondence, environmental reports/audits, surveys, feasibility studies, copies of all leases in force, copies of any existing title insurance policies, engineering data, or other similar documentation in its possession; and letters of non-compliance, or any violation or delinquency relating to the subject property (if any) from the City of Council Bluffs no later than ten (10) days from contract execution. However, Seller shall not be required to obtain any of the above referenced documentation that is not in Seller's possession.

3. Subject to Sellers approval of access points as provided on attached Exhibit A.
4. Subject to Buyers obtaining a new survey and legal description, within the due diligence period. All surveying costs shall be at the expense of the Buyer.
5. Seller is gifting \$335,000 of the purchase price to Buyer; after gift amount net to Seller is \$100,000.
6. In lieu of abstracting, Buyer elects title insurance coverage. Buyers choose to use Clear Title & Abstract, LLC. The costs of any title insurance policies or endorsements shall be split equally between Buyer and Seller.

**BUYER:**

The City of Council Bluffs;

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name

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

**SELLER:**

The Bluffs Corporation;

\_\_\_\_\_

By: Elmer Adams

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

**RESOLUTION NO. 20-270**

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE OFFER FOR  
REAL ESTATE FROM THE BLUFFS CORPORATION TO ACQUIRE  
APPROXIMATELY 2.75 ACRES OF LAND AND TO EXECUTE THE PROMISSORY  
NOTE FOR THE CONSIDERATION ON BEHALF OF THE CITY OF COUNCIL  
BLUFFS.**

**WHEREAS,** The Bluffs Corporation has submitted an Offer for Real Estate to the City of Council Bluffs for approximately 2.75 acres of land for the purchase price of \$100,000.00; and

**WHEREAS,** the subject property is generally located east of South Expressway and north of Highway 92 and is described as Parcel No. 7444 12 402 003; and

**WHEREAS,** the City of Council Bluffs will utilize this property as street right-of-way for a new road that will connect 35<sup>th</sup> Avenue and Highway 92; and

**WHEREAS,** an appraisal has been completed on this property and the value established is \$435,000.00; and

**WHEREAS,** it is in the best interest of the City of Council Bluffs to accept this offer and acquire this property.

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

That the Mayor is hereby authorized to accept the Offer for Real Estate from The Bluffs Corporation to acquire the subject property and is authorized to execute a promissory note for the consideration set out in the Offer for Real Estate.

ADOPTED  
AND  
APPROVED

November 9, 2020.

\_\_\_\_\_  
MATTHEW WALSH

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
JODI QUAKEBUSH

\_\_\_\_\_  
City Clerk



## Council Communication

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

Resolutions 20-271 to 20-275  
ITEM 6.E.

Council Action: 11/9/2020

### Description

Resolutions 20-271 to 20-275 authorizing Interfund Loan approval for FY22 TIF Certifications

### Background/Discussion

According to Iowa Code Section 403.19, a city shall certify to the County Auditor on or before December 1, the amount of loans, indebtedness, or bonds which qualify for payment from a Tax Increment Financing (TIF) district for each established urban renewal area. This certification provides for the division of taxes collected attributable to specific projects.

Interfund Loan resolutions included:

Reimbursement from MACC TIF for east side of MAC parking lot rehab #1 in the amount of \$473,678 and MAC parking lot rehab #2 (retail spine) in the amount of \$778,065. (Please see attached map.)

Reimbursement from West Broadway TIF for First Ave projects estimated to be \$11,100

Reimbursement from Old Airport (Metro Crossing) TIF for administrative costs of \$2,898

Reimbursement from Playland Park TIF for expenditures in the River's Edge Development Project estimated to be \$200,000.

### Recommendation

Council approve the above interfund loans for establishment of reimbursement through FY22 TIF certifications.

### ATTACHMENTS:

Description	Type	Upload Date
Interfund Loan Detail	Other	11/4/2020
Resolution 20-271	Resolution	11/4/2020
Resolution 20-272	Resolution	11/4/2020
MACC TIF Parking Lot Project Map	Resolution	10/30/2020
Resolution 20-273	Resolution	11/4/2020
Resolution 20-274	Resolution	11/4/2020
Resolution 20-275	Resolution	11/4/2020

City of Council Bluffs, Iowa  
Interfund Loan Detail for FY22 TIF Certifications

Urban Renewal Area	Vendor	Code	Check Date	Amount	EFT #	Description
West Broadway	Ahlers & Cooney	S39030-641100-CD005	9/20/2019	\$1,654.00	40920	Urban Renewal Prof Services through 8/19/2019
	Ahlers & Cooney	S39010-640700-CD006	12/27/2019	\$114.00	42108	West Broadway URP RFP
	Ahlers & Cooney	S39010-640700-CD006	1/3/2020	\$998.00	42175	West Broadway URP RFP
	Ahlers & Cooney	S39010-640700-CD006	1/17/2020	\$1,045.00	42302	West Broadway URP RFP
	Ahlers & Cooney	S39010-640700-CD006	2/7/2020	\$490.00	42511	West Broadway URP RFP
	Ahlers & Cooney	S39010-640700-CD006	5/22/2020	\$140.00	43623	W Broadway URP through 4/19/2020
	Ahlers & Cooney	S39010-640700-CD006	5/22/2020	\$2,139.00	43623	CB-WLG LTD Partnership
	Ahlers & Cooney	S39010-640700-CD006	5/22/2020	\$270.50	43623	CB-WLG LTD Partnership
	Ahlers & Cooney	S39010-640700-CD006	6/26/2020	\$273.50	44064	2020 Amend to W Brdwy URP
	Ahlers & Cooney	S39010-640700-CD006	6/26/2020	\$387.91	44064	2020 Amend to W Brdwy URP
	Ahlers & Cooney	S39010-640700-CD006	6/26/2020	\$426.00	44064	CB-WLG AFFORDABLE LTD PRTNRSHIP-DA - CD006
	Ahlers & Cooney	S39010-640700-CD006	6/26/2020	\$661.00	44064	2020 Amend to W Brdwy URP
	Ahlers & Cooney	S39010-640700-CD001	6/26/2020	\$1,736.50	44064	Knudson Development DA to 5/19/2020
	Ahlers & Cooney	S39010-640700-CD001	7/17/2020	\$532.50	44309	Knudson Development Prof Services through 6/19/2020
				<b>\$10,867.91</b>		

Both fiscal years done due to end date on Metro Crossing TIF:

Old Airport (Metro Crossing)	HGM Associates	A15400-640700	9/11/2020	\$2,350.11	44982	Urban Renewal Metro Crossing Services through 6/30/2020
	Ahlers & Cooney	A15400-640700	6/26/2020	\$548.00	44064	Amendment #2 to Old Airport URP
				<b>\$2,898.11</b>		

RESOLUTION 20-271

November 9, 2020

The City Council of the City of Council Bluffs, Iowa, met in \_\_\_\_\_ session, at in the Council Chambers, City Hall Council Bluffs, Iowa at 7:00 o'clock P.M., on the above date. Mayor Walsh present as chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

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

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

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

#### RESOLUTION NO. 20-271

#### RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Council Bluffs, Iowa has adopted the Mid-America Center formerly known as MARCC Urban Renewal Plan, as amended (the "Plan") for the Mid-America Center formerly known as MARCC Urban Renewal Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the project described as Parking Lot Rehab 1 – East Lot, (the "Project") within the Urban Renewal Area; and

WHEREAS, the Project is located in the Urban Renewal Area; is described on Amendment 4 page 7 of the Plan; does not exceed the projected Project cost estimate on Amendment 4 page 7 of the Plan; and, in the judgment of the Council will further one or more of the objectives of the Plan. Therefore, the Project constitutes a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance or has advanced costs from the General Fund to pay costs associated with the Project, and thereafter reimburse said fund with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2020; and

WHEREAS, the amount of funds advanced or to be advanced for the Project is currently estimated at \$473,678.41.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Council Bluffs, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 6259 for the Amendment and Ordinance No. 6030 for the TIF, there has been established the Mid-America Center formerly known as MARCC Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Project advanced from time to time from the General Fund and the Capital Fund in order to pay the costs of the Project shall be treated as an internal loan (the "Loan") from the General Fund and the Capital Fund and shall be reimbursed the total actual Project cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2. The Project is currently estimated to cost approximately \$473,678.41.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2020.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, STATE OF IOWA, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF

)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City Clerk, City of \_\_\_\_\_, State of Iowa

Resolution 20-272

November 9, 2020

The City Council of the City of Council Bluffs, Iowa, met in Regular session, at in the Council Chambers, City Hall Council Bluffs, Iowa at 7:00 o'clock P.M., on the above date. Mayor Walsh present as chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

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

\* \* \* \* \*



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

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

#### RESOLUTION NO. 20-272

#### RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Council Bluffs, Iowa has adopted the Mid-America Center formerly known as MARCC Urban Renewal Plan, as amended (the "Plan") for the Mid-America Center formerly known as MARCC Urban Renewal Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the project described as Parking Lot Rehab 2 – Retail Spine Location, (the "Project") within the Urban Renewal Area; and

WHEREAS, the Project is located in the Urban Renewal Area; is described on Amendment 4 page 7 of the Plan; does not exceed the projected Project cost estimate on Amendment 4 page 7 of the Plan; and, in the judgment of the Council will further one or more of the objectives of the Plan. Therefore, the Project constitutes a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance or has advanced costs from the General Fund to pay costs associated with the Project, and thereafter reimburse said fund with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2020; and

WHEREAS, the amount of funds advanced or to be advanced for the Project is currently estimated at \$778,065.19.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Council Bluffs, Iowa, as follows:

Section 1. Pursuant to Ordinance No. 6259 for the Amendment and Ordinance No. 6030 for the TIF, there has been established the Mid-America Center formerly known as MARCC Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Project advanced from time to time from the General Fund and Capital Fund in order to pay the costs of the Project shall be treated as an internal loan (the "Loan") from the General Fund and the Capital Fund and shall be reimbursed the total actual Project cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2. The Project is currently estimated to cost approximately \$778,065.19.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2020.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, STATE OF IOWA, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF

)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City Clerk, City of \_\_\_\_\_, State of Iowa



# MID-AMERICA CENTER PARKING LOT REHAB 1 & II

MID-AMERICA  
CENTER

PH I  
LOCATION

PH II  
PROJECT LOCATION

PH I  
LOCATION

PLAZA VIEW DR

BASS PRO DR

HORSESHOE

MARC BLVD

## Legend



BM 20-01



BM19-01



Resolution 20-273

November 9, 2020

The City Council of the City of Council Bluffs, Iowa, met in Regular session, at in the Council Chambers, City Hall Council Bluffs, Iowa at 7:00 o'clock P.M., on the above date. Mayor Walsh present as chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

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

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

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

#### RESOLUTION NO. 20-273

#### RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Council Bluffs, Iowa has adopted the West Broadway Urban Renewal Plan, as amended (the "Plan") for the West Broadway Urban Renewal Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the projects described as First Ave Multi-Modal Corridor and First Ave Acquisition/Disposition, (the "Fees and costs") within the Urban Renewal Area; and

WHEREAS, the fees and costs is related to the Urban Renewal Area; is described on 2014 Amendment to the West Broadway Urban Renewal Plan page 4 of the Plan; does not exceed the projected fees and cost estimate on 2014 Amendment to the West Broadway Urban Renewal Plan page 4 of the Plan; and, in the judgment of the Council will further one or more of the objectives of the Plan. Therefore, the costs constitute a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance or has advanced costs from the First Avenue Capital Projects Fund to pay costs associated with the fees and costs, and thereafter reimburse said fund with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2020; and

WHEREAS, the amount of funds advanced or to be advanced for the Project is currently estimated at \$11,100.00.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Council Bluffs, Iowa, as follows:

Section 1. Pursuant to Ordinance No.87-570 and TIF Ordinance 6283, there has been established the West Broadway Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Projects advanced from the First Avenue Capital Projects Fund in order to pay the costs of the Projects shall be treated as an internal loan (the "Loan") from the First Avenue Capital Projects Fund and shall be reimbursed the total actual cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Projects are approved, to be advanced as described in Section 2. The Project is currently estimated to cost approximately \$11,100.00.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2020.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, STATE OF IOWA, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF

)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City Clerk, City of \_\_\_\_\_, State of Iowa

Resolution 20-274

November 9, 2020

The City Council of the City of Council Bluffs, Iowa, met in regular session, at in the Council Chambers, City Hall Council Bluffs, Iowa at 7:00 o'clock P.M., on the above date. Mayor Walsh present as chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

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

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

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

#### RESOLUTION NO. 20-274

#### RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Council Bluffs, Iowa has adopted the Old Airport Urban Renewal Plan, as amended (the "Plan") for Old Airport Urban Renewal Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the administrative cost described as Administrative Costs\_Metro Crossing, (the "Cost") within the Urban Renewal Area; and

WHEREAS, the administrative cost spend is related to the Urban Renewal Area; is described on page 17 of the Plan; does not exceed the projected cost estimate on page 17 of the Plan; and, in the judgment of the Council will further one or more of the objectives of the Plan. Therefore, the administrative cost constitute a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance or has advanced costs from the General Fund to pay costs associated with the administrative cost, and thereafter reimburse said fund with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2020; and

WHEREAS, the amount of funds advanced or to be advanced for the Project is currently estimated at \$2,898.11.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Council Bluffs, Iowa, as follows:

Section 1. Pursuant to Adoption Ordinance No.06-57 and TIF Ordinance 5912, there has been established the Old Airport Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the administrative cost spend to be part of an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the administrative cost advanced from the General Fund in order to pay the administrative costs shall be treated as an internal loan (the "Loan") from the General Fund and shall be reimbursed the total actual cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2. The Project is currently estimated to cost approximately \$2,898.11.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2020.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, STATE OF IOWA, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF

)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City Clerk, City of \_\_\_\_\_, State of Iowa

Resolution 20-275

November 9, 2020

The City Council of the City of Council Bluffs, Iowa, met in regular session, at in the Council Chambers, City Hall Council Bluffs, Iowa at 7:00 o'clock P\_.M., on the above date. Mayor Walsh present as chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

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

\* \* \* \* \*

Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

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

#### RESOLUTION NO. 20-275

#### RESOLUTION AUTHORIZING ADVANCEMENT OF COSTS FOR AN URBAN RENEWAL PROJECT AND CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, the City of Council Bluffs, Iowa has adopted the Playland Park Urban Renewal Plan, as amended (the "Plan") for the Playland Park Urban Renewal Area (the "Urban Renewal Area") for the purpose of undertaking urban renewal projects, including the project described as project cost- Playland Park, (the "Project") within the Urban Renewal Area; and

WHEREAS, the Project is located in the Urban Renewal Area; is described on page 7 of the Plan Amendment 4; does not exceed the projected Project cost estimate on page 7 of the Plan Amendment 4; and, in the judgment of the Council will further one or more of the objectives of the Plan. Therefore, the Project constitutes a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance or has advanced costs from the Capital Fund to pay costs associated with the River's Edge Development Project, and thereafter reimburse said fund with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2020; and



WHEREAS, the amount of funds advanced or to be advanced for the Project is currently estimated at \$200,000.00.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Council Bluffs, Iowa, as follows:

Section 1. Pursuant to Resolution No.16-147 and TIF Ordinance 5766, there has been established the Playland Park Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Project to be an Urban Renewal Project as defined in Iowa Code Chapter 403, and further finds that said Project is included in the Plan for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Project advanced from the Capital Fund in order to pay the costs of the River's Edge Development Project shall be treated as an internal loan (the "Loan") from the Capital Fund and shall be reimbursed the total actual Project cost from the Tax Increment Fund.

Section 3. All Project costs to be incurred for the Project are approved, to be advanced as described in Section 2. The Project is currently estimated to cost approximately \$200,000.00.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2020.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF \_\_\_\_\_, STATE OF IOWA, this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF

)

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

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City Clerk, City of \_\_\_\_\_, State of Iowa

## Council Communication

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

Resolution 20-276  
ITEM 6.F.

Council Action: 11/9/2020

### Description

Resolution authorizing for annual certification for Tax Increment Financing Indebtedness.

### Background/Discussion

According to Iowa Code Section 403.19, a city shall certify to the County Auditor on or before December 1, the amount of loans, indebtedness, or bonds which qualify for payment from a Tax Increment Financing (TIF) district for each established urban renewal area. This certification provides for the division of taxes collected attributable to specific projects.

The following projects require debt certification on or before December 1, 2020 for the collection of TIF funds in Fiscal Year 2022.

MACC-Project Reimbursement

West Broadway-2200 W. Broadway, 2012C Bonds, 2016B Bonds, Urban Renewal (URN) Costs

Original 1983 Mall-149 W. Broadway, 125 W. Broadway, 103 W. Broadway

Metro Crossing-Promissory Note, URN Costs

Playland Park-River Park Apartments, Rivers Edge Development Project, 2010C Bonds, Rivers Edge

Parking, Noddle Office Building, Rivers Edge Apartments

Marketplace-Legacy CB, Iowa Finance Authority Bonds

Bluffs Northway-Walmart

Franklin Ave-Kingsridge Dr.

Bluffs Vision-MAC Ventures

The following projects require a reduction in debt certification on or before December 1, 2020 and to return the collection of TIF funds collected in Fiscal Year 2021.

Metro Crossing - Power Drive Extension

### Recommendation

Council to approve the resolution authorizing grant appropriation, certificate of indebtedness, and direct the filing of certification to the County Auditor.

### ATTACHMENTS:

Description	Type	Upload Date
TIF Request Summary	Resolution	11/2/2020
TIF Certification Sheets	Resolution	10/30/2020
Resolution 20-276	Resolution	11/4/2020

# FY22 TIF REQUESTS

	District	TIF Paid To	Final Pymt Year	Comments	FY20 TIF Request	FY21 TIF Request	FY22 TIF Request	
Fund 127	MACC	Bass Pro - City	2022		393,729	0	0	
		MACC Parking Lot Rehab #2 - B2001			0	0	778,065	Interfund Loan
		MACC Parking Lot Rehab #1 - B1901					473,678	Interfund Loan
Fund 131	W.Broadway	2012C Bonds Bunge	2025		320,000	320,000	320,000	
		D&D 10 Yr 80%	2027		51,000	50,000	52,000	
		2016B Bonds Echo	2021		880,000	300,000	360,000	
		Echo Acquisition & Demo, URN Consulting, EPA Grant	2020		119,503	0	0	
		Upcoming projects, developer agreements, urban renewal charges	2022		0	0	11,015	Interfund Loan
Fund 132	1983 Mall Downtown	Nonpareil 10 Yr 80%	2020		29,000	0	0	
		Hughes Iron 15 Years 85% MAX \$625,000	2027		52,000	52,000	64,000	
		Sawyer Bldg 15 Years 80% Max 900,000	2032		0	88,000	105,000	
		The Rise 15 Years 80% MAX \$750,000	2034		43,000	71,000	82,000	
Fund 135	Metro Crossing	Power Drive Extention	2022		0	1,575,000	0	Decertify 1,575,000
		Promissory Note	2022		0	0	100,000	Interfund Loan
		Upcoming projects, developer agreements, urban renewal charges	2022		0	0	2,898	Interfund Loan
Fund 136	Playland Park	Riverpark Apt 10 Yr 100%	2022		220,000	230,000	215,000	
		Rivers Edge Development Project	2022		0	0	188,000	
		GO Bond 2010C	2025		49,000	132,000	133,000	
		Parking Garage	2038		0	314,735	775,369	
		Noddle Office Building 20 Yr 75% Max \$9,000,000	2040		0	226,000	230,000	
		Rivers Edge Apt 18 Yr 75% Max \$11,175,000-added 3rd building FY23	2038		0	78,000	400,000	
Fund 138	Market place	IFA & Legacy 90% Max \$8,750,000	2029		700,000	705,000	928,000	
Fund 141	Bluffs Northway	Wal Mart 12 Yr 100% Max \$5,000,000	2027		420,000	420,000	420,000	
Fund 142	Franklin Ave	McCarthy 12 Years 100%	2027		145,000	156,000	166,000	
Fund 143	Bluffs Vision	MAC Ventures Field House 15 Yr 90%	2034		109,000	0	0	
		MAC Ventures Hotel 15 Yr 90%	2034		279,000	274,000	271,000	
		MAC Ventures Retail 15 Yr 90%	2034		28,000	0	0	
		URN Consulting	2021		0	2,070	0	
Totals					3,838,232	4,993,805	6,075,026	

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: MARCC 2000

Urban Renewal Area Number: 78030 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 1,251,744

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

---

---

---

---

---

---

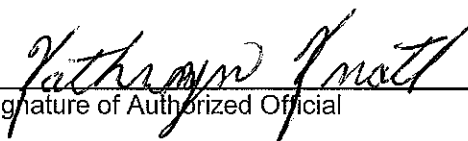
---

---

---

---

Dated this 9th day of November, 2020

  
\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
712-890-5303  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Council Bluffs County: PottawattamieUrban Renewal Area Name: MARCC 2000Urban Renewal Area Number: 78030 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. MACC Parking Lot Rehab #1 (B1901) Certifying \$473,679 for FY22 internal fund loan.	11-09-2020	473,679
Parcel # 744403327011		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. MACC Parking Lot Rehab #2 (B2001) Certifying \$778,065 for FY22 internal fund loan.	11-09-2020	778,065
Parcel # 744403327011		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 1,251,744**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Urban Renewal Area Number: 78030 (Use five-digit Area Number Assigned by the County Auditor)

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

[illegible]

Dated this 9th day of November, 2020

Kathryn Knott  
Signature of Authorized Official

712-890-5303  
Telephone



**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: West Broadway 1987

Urban Renewal Area Number: 78029 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 63,015

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

---

---

---

---

---

---

---

---

---

---

Dated this 9th day of November, 2020

  
\_\_\_\_\_  
Signature of Authorized Official

712-890-5303  
\_\_\_\_\_  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Council Bluffs County: PottawattamieUrban Renewal Area Name: West Broadway 1987Urban Renewal Area Number: 78029 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. D & D This grant requires an annual certification of debt which is currently estimated to be \$52,000. Our intent is to collect 80% of the captured revenue as calculated with certified levy rates for FY22. Parcel # 754426359008 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-09-2020	52,000
2. URN Consulting Certifying \$11,015 for FY22 internal fund loan.  <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-09-2020	11,015
3.  <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4.  <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5.  <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 63,015**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

## SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR

## CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year

Where Less Than The Legally Available TIF Increment Tax Is Requested

Use One Certification Per Urban Renewal Area

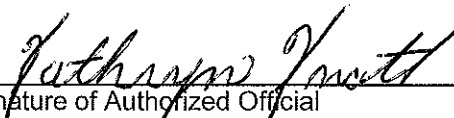
City: Council BluffsCounty: PottawattamieUrban Renewal Area Name: West Broadway 1987Urban Renewal Area Number: 78029 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
I would like to certify less than the maximum available TIF revenue for 2012C Bonds. The total amount being requested for FY22 is \$320,000.	320,000
I would like to certify less than the maximum available TIF revenue for the West Broadway Renewal Area. The grant for 2200 W. Broadway requires an annual certification of debt which is currently estimated to be \$52,000. Our intent is to collect 80% of the captured incremental revenue as calculated with certified levy rates for FY22.	52,000
I would like to certify less than the maximum available TIF revenue for 2016B Bonds. The total amount being requested for FY22 is \$360,000.	360,000
We are requesting the total certified amount of \$11,015 for URN Consulting internal fund loan.	11,015

Dated this 9th day of November, 2020

  
 Signature of Authorized Official

712-890-5303  
 Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area

City: Council BluffsCounty: PottawattamieUrban Renewal Area Name: Original 1983 MallUrban Renewal Area Number: 78001 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 251,000

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

---

---

---

---

---

---

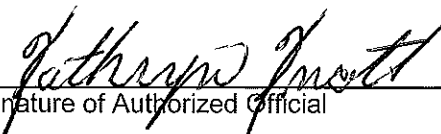
---

---

---

---

Dated this 9th day of November, 2020

  
\_\_\_\_\_  
Signature of Authorized Official

712-890-5303  
\_\_\_\_\_  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Council Bluffs County: PottawattamieUrban Renewal Area Name: Original 1983 MallUrban Renewal Area Number: 78001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>149 W. Broadway (Hughes-Iron Works)</u> This grant requires an annual appropriation of debt which is currently estimated to be \$64,000. Our intent is to collect 85% of the capture incremental revenue based on FY22 certified levy rates. Parcel # <u>754425479002</u> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11-09-2020</u>	<u>64,000</u>
2. <u>125 W. Broadway (Sawyer Building)</u> This grant requires an annual appropriation of debt which is currently estimated to be \$105,000. Our intent is to collect 80% of the capture incremental revenue based on FY22 certified levy rates. Parcel # <u>754425479009</u> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11-09-2020</u>	<u>105,000</u>
3. <u>103 W. Broadway (The Rise)</u> This grant requires an annual appropriation of debt which is currently estimated to be \$82,000. Our intent is to collect 80% of the capture incremental revenue based on FY22 certified levy rates. Parcel # <u>754425479011</u> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	<u>11-09-2020</u>	<u>82,000</u>
4. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 251,000**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR  
CERTIFICATION TO COUNTY AUDITOR**

Due To County Auditor By December 1 Prior To The Fiscal Year  
Where Less Than The Legally Available TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Original 1983 Mall


Urban Renewal Area Number: 78001 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
I would like to certify less than the maximum available TIF revenue for the Original 1983 Urban Renewal Area. The grant for 149 W. Broadway requires an annual certification of debt which is currently estimated to be \$64,000. Our intent is to collect 85% of the caputured incremental revenue as calculated with certified levy rates for FY22.	64,000
I would like to certify less than the maximum available TIF revenue for the Original 1983 Urban Renewal Area. The grant for 125 W. Broadway requires an annual certification of debt which is currently estimated to be \$105,000. Our intent is to collect 80% of the caputured incremental revenue as calculated with certified levy rates for FY22.	105,000
I would like to certify less than the maximum available TIF revenue for the Original 1983 Urban Renewal Area. The grant for 103 W. Broadway requires an annual certification of debt which is currently estimated to be \$82,000. Our intent is to collect 80% of the caputured incremental revenue as calculated with certified levy rates for FY22.	82,000

Dated this 9th day of November, 2020

  
Signature of Authorized Official

712-890-5303  
Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Council Bluffs Old Airport - Metro Crossig UR (Pott Co District 00207, 00340)

Urban Renewal Area Number: 78049 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 102,898

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

---

---

---

---

---

---

---

---

---

---

Dated this 9th day of November, 2020

  
\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
712-890-5303  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Council Bluffs County: PottawattamieUrban Renewal Area Name: Council Bluffs Old Airport - Metro Crossig UR (Pott Co District 00207, 00340)Urban Renewal Area Number: 78049 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Promissory Note Certifying \$100,000 for FY22 internal fund loan.	11-09-2020	100,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. URN Consulting Certifying \$2,898 for FY22 internal fund loan.	11-09-2020	2,898
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 102,898

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.



**Due To County Auditor By December 1 Prior To The Fiscal Year  
Where Less Than The Legally Available TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

Urban Renewal Area Number: 78049 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

[illegible]

Dated this 9th day of November, 2020

Kathleen Hunt  
Signature of Authorized Official

712-890-5303  
Telephone

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Kathryn Mott 712-890-5303  
Signature of Authorized Official Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Council Bluffs Playland Park Urban Renewal (Pott Co District 00015 & 00018)

Urban Renewal Area Number: 78046 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 1,899,369

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

---

---

---

---

---

---

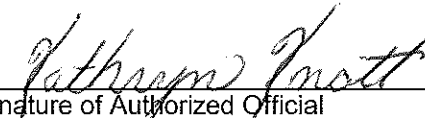
---

---

---

---

Dated this 9th day of November, 2020

  
\_\_\_\_\_  
Signature of Authorized Official

712-890-5303  
\_\_\_\_\_  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Council Bluffs County: PottawattamieUrban Renewal Area Name: Council Bluffs Playland Park Urban Renewal (Pott Co District 00015 & 00018)Urban Renewal Area Number: 78046 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
<b>1. River Park Apartments LLC</b> This grant requires an additional appropriation of debt which is currently estimated to be \$494,000. Our intent is to collect up to \$396,000 based on FY22 certified levy rates. Parcel # 754433126002 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-09-2020	494,000
<b>2. Rivers Edge Parking</b> This grant requires an annual appropriation of debt which is currently \$775,369. Our intent is to collect up to \$775,369. Parcel # 754428357005 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-09-2020	775,369
<b>3. Noddle Office Building</b> This grant requires an annual appropriation of debt which is currently estimated to be \$230,000. Our intent is to collect 75% of the capture incremental revenue based on FY22 certified levy rates. Parcel # 754428357001 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-09-2020	230,000
<b>4. Rivers Edge Apartments</b> This grant requires an annual appropriation of debt which is currently estimated to be \$400,000. Our intent is to collect 75% of the capture incremental revenue based on FY22 certified levy rates. Parcel # 754428358001 & 754428356006 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-09-2020	400,000
<b>5.</b>   <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 1,899,369

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR  
CERTIFICATION TO COUNTY AUDITOR**

Due To County Auditor By December 1 Prior To The Fiscal Year  
Where Less Than The Legally Available TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Council Bluffs Playland Park Urban Renewal (Pott Co District 00015 & 00018)

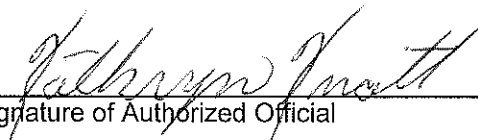
Urban Renewal Area Number: 78046 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
I would like to certify the maximum available TIF revenue for the Playland Area Urban Renewal Area.	
We are requesting the maximum captured amount. Our intent is to collect 100% of the captured incremental revenue as calculated with certified levy rate for FY22.	

Dated this 9th day of November, 2020

  
Signature of Authorized Official

712-890-5303  
Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Marketplace

Urban Renewal Area Number: 78045 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 990,000

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

---

---

---

---

---

---

---

---

---

---

Dated this 9th day of November, 2020

  
\_\_\_\_\_  
Signature of Authorized Official

712-890-5303

Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Council Bluffs County: PottawattamieUrban Renewal Area Name: MarketplaceUrban Renewal Area Number: 78045 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. This grant requires an annual appropriation of debt which is currently estimated to be \$990,000. We are requesting the maximum amount. Our intent is to collect 100% of the incremental revenue based on FY22 certified levy rates.	11-09-2020	990,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 990,000**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.





**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Bluffs Northway Urban Renewal (Walmart)

Urban Renewal Area Number: 78990 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 420,000

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

---

---

---

---

---

---

---

---

---

---

Dated this 9th day of November, 2020

  
\_\_\_\_\_  
Signature of Authorized Official

712-890-5303  
\_\_\_\_\_  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Council Bluffs County: PottawattamieUrban Renewal Area Name: Bluffs Northway Urban Renewal (Walmart)Urban Renewal Area Number: 78990 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. A redevelopment agreement requires an annual appropriation of debt which is currently estimated to be \$420,000. Our intent is to collect 100% of the captured incremental revenue based on FY22 certified levy rates.  Parcel # 754423405001, 754423405002, 754423405003 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-09-2020	420,000
2. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 420,000**


\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Number: 78990 (Use five-digit Area Number Assigned by the County Auditor)

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Dated this 9th day of November, 2020

  
Signature of Authorized Official

712-890-5303  
Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Franklin Avenue Urban Renewal

Urban Renewal Area Number: 78052 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 166,000

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

---

---

---

---

---

---

---

---

---

---

Dated this 9th day of November, 2020

  
\_\_\_\_\_  
Signature of Authorized Official

712-890-5303  
\_\_\_\_\_  
Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Council Bluffs County: PottawattamieUrban Renewal Area Name: Franklin Avenue Urban RenewalUrban Renewal Area Number: 78052 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. This grant requires an annual appropriation of debt which is currently estimated to be \$166,000. Our intent is to collect 100% of the captured incremental revenue based on FY22 certified levy rates.	11-09-2020	166,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1: 166,000**

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.



**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS  
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested  
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Bluffs Vision

Urban Renewal Area Number: 78054 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified\*: \$ 271,000

\*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

---

---

---

---

---

---

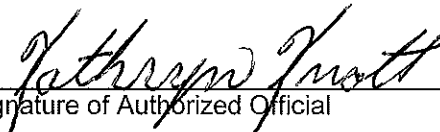
---

---

---

---

Dated this 9th day of November, 2020

  
\_\_\_\_\_  
Signature of Authorized Official

712-890-5303

Telephone

**TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR**City: Council Bluffs County: PottawattamieUrban Renewal Area Name: Bluffs VisionUrban Renewal Area Number: 78054 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. 2501 Bass Pro Drive (Hotel) This grant requires an annual appropriation of debt which is currently estimated to be \$271,000. Our intent is to collect 90% of the capture incremental revenue based on FY22 certified levy rates. Parcel # 744403327009 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-09-2020	271,000
2. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

**Total For City TIF Form 1.1 Page 1:** 271,000

\* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.





**RESOLUTION NO. 20-276**

Resolution to authorize the Certification of Indebtedness, a reduction in Certification of Indebtedness, and direct the filing of the Tax Increment Financing (TIF) Indebtedness Certification report with the County for MACC, West Broadway, Original 1983 Downtown Mall, Metro Crossing, Playland Park, Marketplace, Bluffs Northway, Franklin Avenue, and Bluffs Vision Urban Renewal Areas.

**WHEREAS,** the City of Council Bluffs has entered into development agreements within MACC, West Broadway, Original 1983 Mall, Metro Crossing, Playland Park, Marketplace, Bluffs Northway, Franklin Avenue, and Bluffs Vision Urban Renewal Districts and;

**WHEREAS,** MACC (Project Reimbursement) West Broadway (2200 W. Broadway-D & D, 2012C Bonds, 2016B Bonds) Original 1983 Mall (149 W. Broadway-Hughes Iron, 125 W. Broadway-Sawyer Building, 103 W. Broadway-The Rise), Metro Crossing (Promissory Note and URN Consulting), Playland Park (103 S. 38<sup>th</sup> St-Riverpark Apartments, 2010C Bonds, 100 N. 42<sup>nd</sup> St-Rivers Edge Parking, 4200 Rivers Edge Pkwy-Noddle Office Building, 4104 Rivers Edge Pkwy-Rivers Edge Apartments), Marketplace (Legacy CB LLC and BOKF), Bluffs Northway (Walmart), Franklin Avenue (McCarthy Construction), Bluffs Vision (MAC Ventures Field House, Hotel, and Retail) for Certification of Indebtedness, and;

**WHEREAS,** Metro Crossing for a reduction in Certification of Indebtedness and returning Tax Increment Financing collected and;

**WHEREAS,** according to Iowa Code Section 403.19, a City shall certify new debt to the County Auditor on or before December 1, the amount of loans, indebtedness, or bonds which qualify for payment from a Tax Increment Financing (TIF) district for each established urban renewal area. This certification provides for the division of taxes collected attributable to specific projects.

**WHEREAS,** the certification of the aforementioned TIF rebates is in the best interest of the City:

**NOW, THEREFORE, BE IT RESOLVED**

**BY THE CITY COUNCIL**

**OF THE**

**CITY OF COUNCIL BLUFFS, IOWA:**

That the Finance Director is hereby authorized to appropriate the grant, approve the Certification of Indebtedness, reduction of Certification of Indebtedness, and direct the filing of Certification to the County Auditor for MACC, West Broadway, Original 1983 Downtown Mall, Metro Crossing, Playland Park, Marketplace, Bluffs Northway, Franklin Avenue, and Bluffs Vision Urban Renewal Areas.

ADOPTED AND APPROVED: November 09, 2020

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: 11/9/2020

### Description

1. Oskies For Sports, 1851 Madison Avenue
2. Pizza King, 1101 N Broadway

### Background/Discussion

There were on alcohol related incidents or arrests this licensing period at Pizza King.

Oskies had one incident and it's listed below.

01-08-20—At 12:20 am, Officers were sent to Oskies for a disturbance in the parking lot. The crowd dispersed prior to the arrival of Officers.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Liquor Licenses, 11.9.20	Other	11/3/2020



State of Iowa  
ALCOHOLIC  
BEVERAGES DIVISION

Home  
About  
Alcohol  
Tobacco  
Links  
Contact

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <i>or</i>	Local Amt	
FIRE <i>AF</i>	Endorsed	
BUILDING <i>E</i>	Issued	
ZONING <i>E</i>	Expires	
	Council	<i>119-20</i>

Help	License Search	License List	On-Demand Reporting	Keg Registration Search	User Profile	Logoff
------	----------------	--------------	---------------------	-------------------------	--------------	--------

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

## Applicant LC0037259, Oskies For Sports, 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: 4 Amigos Inc  
 Name/Partnership Name(s):  
 Name of Business (D/B/A): Oskies For Sports  
 Address of Premise: 1851 Madison Ave  
 Address Line 2: Ste 724  
 City: Council Bluffs  
 County: Pottawattamie  
 Zip: 51503  
 Business Phone: (402) 681-7068  
 Cell / Home Phone: (402) 681-7068  
☐ Same Address  
 Mailing Address: 18465 Jaylen Dr  
 Mailing Address Line 2:  
 City: Council Bluffs  
 State: Iowa  
 Zip: 51503  
 Contact Name: Bonnie Culjat  
 Phone: (402) 681-7068  
 Email Address: culjat5@cox.net

[Prev](#)

[Next](#)

Follow us with [RSS](#), [Facebook](#) or [Twitter](#)



### Contact Us

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

[Terms and Conditions](#)  
[Privacy Policy](#)

Copyright ©2009 State of Iowa  
 Alcoholic Beverages Division. All Rights Reserved.



State of Iowa  
ALCOHOLIC  
BEVERAGES DIVISION  
[Home](#)  
[About](#)  
[Alcohol](#)  
[Tobacco](#)  
[Links](#)  
[Contact](#)

RENEWAL <input checked="" type="checkbox"/> NEW <input type="checkbox"/> SPECIAL EVENT <input type="checkbox"/>	
POLICE <u>cm</u>	Local Amt _____
FIRE <u>AF</u>	Endorsed _____
BUILDING <u>2</u>	Issued _____
ZONING <u>1</u>	Expires _____
Council <u>11.9.20</u>	

Help	License Search	License List	On-Demand Reporting	Keg Registration Search	User Profile	Logoff
------	----------------	--------------	---------------------	-------------------------	--------------	--------

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

## Applicant LC0007825, Pizza King, 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 Name/Partnership Name(s): Pizza King, Inc.

(Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Pizza King

Address of Premise: 1101 N Broadway

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51503

Business Phone: (712) 323-4911

Cell / Home Phone: (712) 323-9228

☐ Same Address

Mailing Address: 1101 North Broadway

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51503

Contact Name: Pete Poulos

Phone: (952) 653-1033

Email Address: tbeck@hamiltonassociatescpa.co

[Prev](#)

[Next](#)

Follow us with [RSS](#), [Facebook](#) or [Twitter](#)



### Contact Us

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

[Terms and Conditions](#)  
[Privacy Policy](#)

Copyright ©2009 State of Iowa  
Alcoholic Beverages Division. All Rights Reserved.