



**Study Session Agenda  
City of Council Bluffs, Iowa  
June 14, 2021, 3:45 PM  
Council Chambers, 2nd Floor, City Hall  
209 Pearl Street**

**STUDY SESSION AGENDA**

A. Review Agenda

**Executive Session**

A. Pending Litigation



**Council Agenda, City of Council Bluffs, Iowa  
Regular Meeting June 14, 2021, 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 May 24, 2021 City Council Meeting Minutes.
- C. Resolution 21-173  
Resolution of intent to dispose of City property by granting an easement to The Opus Group for the maintenance of a private storm sewer line across River Road right-of-way.
- D. Resolution 21-174  
Resolution of intent to dispose of an interest in property by releasing an easement initially granted to the City of Council Bluffs by Charles B. Everest and Marjory P. Everest on May 17, 1948, to the extent that it encroaches on the newly created parcel known as Lot 1 in River Road Subdivision.
- E. Resolution 21-175  
Resolution setting a public hearing for June 28, 2021 at 7:00 p.m. for the Mid-America Center Parking Lots Rehab, Phase 3. Project # BM22-01
- F. Resolution 21-176  
Resolution setting a public hearing for June 28, 2021 at 7:00 p.m. for the Mosquito Creek Sanitary Sewer Rehab. Project # PW21-15
- G. Resolution 21-177  
Resolution setting dates of a consultation and setting a public hearing for July 12, 2021 at 7:00 p.m. on a proposed 2021 Amendment to the West Broadway Urban Renewal Plan.
- H. Resolution 21-178  
Resolution setting a public hearing for July 12, 2021 at 7:00 p.m. on the proposal to enter into a purchase, sale and development agreement with 34th and 1st Holdings, LLC



- I. Resolution 21-179  
Resolution determining the necessity, setting dates of a consultation and setting a public hearing for July 26, 2021 at 7:00 p.m. on a proposed Arbor Creek Urban Renewal Plan for a proposed Urban Renewal Area.
- J. Resolution 21-180  
Resolution accepting the work of Bluffs Paving and Utility Co. Inc. as complete and authorizing release of retainage after 30 days if no claims are filed in connection with the Segment 4 Sewer Relocations. Project #PW17-15
- K. Resolution 21-191  
Resolution accepting the work of Carley Construction in connection with The River's Edge Avenue B and Piazza Park Improvements and Authorizing the Finance Director to issue a city check in the amount of \$22,013.13.
- L. Mayor's Appointments  
Parks & Recreation Commission and Storm Water Advisory Committee
- M. Right of Redemption
- N. Claims

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

- A. Ordinance 6455 & Ordinance 6456
  - 1. Ordinance to amend Chapter 15.16 C-3/Commercial District of the 2020 Municipal Code (Zoning Ordinance) by amending Section 15.16.020 "Principal Uses" to allow "Dwelling, Multifamily".
  - 2. Ordinance to amend Chapter 15.17 C-4/Commercial District of the 2020 Municipal Code (Zoning Ordinance) by amending Section 15.17.020 "Principal Uses" to allow "Dwelling, Multifamily".
- B. Ordinance 6457  
Ordinance to amend the zoning map as adopted by reference in section 15.02.070, by rezoning property legally described as Lots 1 through 6, INRIP Subdivision, Tract No. 1, 1st Addition, and a parcel of land generally described as the Southeasterly 694.14 feet of the Southwesterly 604.81 feet of Government Lot 2 in Section 4-74-44, more specifically described in the Council packet, from P-C/Planned Commercial District to I-2/General Industrial District, as defined in chapter 15.21. Location: Northwest corner of the intersection of 23rd Avenue and South 35th Street. ZC-21-005

C. Resolution 21-181

Resolution for the release of permanent and perpetual easements granted for utility purposes across previously vacated north/south alleys abutting Lots 4 through 11, Block 15, Hughes and Doniphan's Addition. Location: 2121 South 7th Street. MIS-21-001

**5. ORDINANCES ON 1ST READING**

A. Ordinance 6459

Ordinance to amend Title 9 Traffic by amending Chapter 9.09.020 "Definitions-Motorized Scooters, Electrified Bicycles, and Other Personal Transport Vehicles" and Chapter 9.09.030 "Prohibited Operation" of the 2020 Municipal Code.

B. Ordinance 6460

Ordinance to amend Title 4 Health and Sanitation of the 2020 Municipal Code, by enacting a new Chapter 4.22 entitled "Bees and Apiaries".

C. Ordinance 6461

Ordinance to amend Chapter 4.21 Urban Deer and Turkey Management of the 2020 Municipal Code, by amending Section 4.21.020 "Hunting Regulations".

**6. ORDINANCES ON 2ND READING**

A. Ordinance 6458

Ordinance for the division of revenues under Section 403.19, Code of Iowa, for New Horizon Urban Renewal Plan.

**7. RESOLUTIONS**

A. Resolution 21-182

Resolution authorizing the City of Council Bluffs Legal Department to proceed as proposed in executive session held on May 10, 2021.

B. Resolution 21-183

Resolution accepting the bid of Carley Construction, LLC for the South 1st Street Neighborhood Rehab, Phase XII. Project # PW22-12

C. Resolution 21-184

Resolution accepting the bid of Compass Utility, LLC for the East Manawa Sewer Rehab, Phase X. Project # PW22-09

D. Resolution 21-185

Resolution approving the use of 2021 Community Development Block Funds and directing the Mayor to submit the 2021 Amendment to the Annual Plan to the City of Omaha and the U.S. Department of Housing and Urban Development.

- E. Resolution 21-186  
Resolution authorizing the Mayor to execute an Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation.
- F. Resolution 21-187  
Resolution approving revisions/updates of the Personnel Policy, Severance Pay - Policy 304.
- G. Resolution 21-188  
Resolution approving the creation of the City's current Personnel Policies Manual, Acting Pay - Policy 307.
- H. Resolution 21-189  
Resolution approving the revision of the City's current Personnel Policies Manual, Infectious Disease Action Plan - Policy 998.
- I. Resolution 21-190  
Resolution authorizing the Mayor to execute an agreement with the Pottawattamie County Development Corporation, D/B/A the 712 Initiative, for the use of American Rescue Plan Act (ARPA) funds for a multi-family project located at 530 West Broadway.

## **8. APPLICATIONS FOR PERMITS AND CANCELLATIONS**

- A. Fireworks
- B. Cigarette Permits
- C. Liquor Licenses
  - 1. BuckSnort Grill & Sports Bar, 25 Scott Street (Special Event)
  - 2. Caddy Shack, 1426 4th Avenue
  - 3. Godfather's Pizza, 3020 W Broadway
  - 4. Jonesy's Corner, 2752 W Broadway
  - 5. Main Street Tavern, 519 S Main Street
  - 6. Mega Saver, 3607 9th Avenue (NEW)
  - 7. O Face Bar, 2400 9th Avenue
  - 8. Spillway Grill and Bar, 1840 Madison Avenue
  - 9. The Dock Bar & Grill, 401 Vet. Mem. Hwy (Special Event - Pending department approval)
- D. Noise Variance Request

## **9. CITIZENS REQUEST TO BE HEARD**

## **10. OTHER BUSINESS**

## **11. 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 May 24, 2021**

### **CALL TO ORDER**

Mayor Walsh called the meeting to order at 7:00 p.m. on Monday, May 24, 2021.

Council Members Present: Joe Disalvo, Chad Hannan, Melissa Head, and Mike Wolf.

Council Member Present via Zoom: Roger Sandau.

Staff Present: Matthew Mardesen, Richard Wade, and Allison Head.

### **CONSENT AGENDA**

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

Reading, correction and approval of the May 10, 2021 City Council Meeting Minutes.

Ordinance 6455 & Ordinance 6456

1. Ordinance to amend Chapter 15.16 C-3/Commercial District of the 2020 Municipal Code (Zoning Ordinance) by amending Section 15.16.020 "Principal Uses" to allow "Dwelling, Multifamily" and setting a Public Hearing on June 14th, 2021 at 7:00 p.m.
2. Ordinance to amend Chapter 15.17 C-4/Commercial District of the 2020 Municipal Code (Zoning Ordinance) by amending Section 15.17.020 "Principal Uses" to allow "Dwelling, Multifamily" and setting a Public Hearing on June 14th, 2021 at 7:00 p.m.

Ordinance 6457

Ordinance to amend the zoning map as adopted by reference in section 15.02.070, and setting a Public Hearing for June 14, 2021 at 7:00 p.m., by rezoning property legally described as Lots 1 through 6, INRIP Subdivision, Tract No. 1, 1st Addition, and a parcel of land generally described as the Southeasterly 694.14 feet of the Southwesterly 604.81 feet of Government Lot 2 in Section 4-74-44, more specifically described in the Council packet, from P-C/Planned Commercial District to I-2/General Industrial District, as defined in chapter 15.21. Location: Northwest corner of the intersection of 23rd Avenue and South 35th Street. ZC-21-005

Resolution 21-148

Resolution accepting the work of Bluffs Paving and Utility Co. Inc. as complete and authorizing release of retainage after 30 days if no claims are filed in connection with the Gifford Road Reconstruction, Phase III. Project #PW20-24

Resolution 21-149

Resolution of intent to release and setting a Public Hearing for June 14, 2021 at 7:00 p.m. for permanent and perpetual easements granted for utility purposes across previously vacated north/south alleys abutting Lots 4 through 11, Block 15, Hughes and Doniphan's Addition. Location: 2121 South 7th Street. MIS-21-001

Resolution 21-150

Resolution of necessity and intent and setting a Public Hearing for June 28, 2021 at 7:00 p.m. to establish the River Road Urban Revitalization Area as legally described in the Council packet. Location: Undeveloped land lying north of 2849 River Road. URV-21-009

Resolution 21-151

Resolution of necessity and intent and setting a Public Hearing for June 28, 2021 at 7:00 p.m. to amend the South Pointe Urban Revitalization Area as legally described in the Council packet. Location: The property currently addressed as 4445 Gifford Road and undeveloped land lying south of said address. URV-21-008

Resolution 21-152

Resolution fixing date for a Public Hearing for June 28, 2021 at 7:00 p.m. on the proposal to enter into a Development Agreement with Robert McCarthy, and providing for publication of notice thereof.

Resolution 21-153

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

March FY21 Financial Reports

Claims

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

**PUBLIC HEARINGS**

Resolution 21-154

Resolution approving the plans and specifications for the Southwest and 6th Avenue Pump Stations Control Panel Replacement and Generator Set Infrastructure project. Project # PW21-14B

Chad Hannan and Mike Wolf moved and seconded approval of Resolution 21-154. Unanimous, 5-0 vote.

Resolution 21-155

Resolution approving the plans and specifications for the Eastern Hills Trail Stop Park project.

Melissa Head and Chad Hannan moved and seconded approval of Resolution 21-155. Unanimous, 5-0 vote.

Resolution 21-156

Resolution to dispose of City property described as the northeasterly 50 feet of the southeasterly 200 feet of Lot 3, Subdivision of Original Plat Lot 91. Location: the property was formerly addressed as 223 East Graham Avenue. OTB-21-005

Heard from Rodney Kerkman, 229 E Graham Avenue, and Leo McIntosh, 215 Happy Hollow Circle. Motion to Receive and File by Hannan, seconded by Wolf. Unanimous.

Melissa Head and Joe Disalvo moved and seconded approval of amending Resolution 21-156 to reflect the change in purchase price to market value as shown on the County Assessor's website, totaling \$27,800. Unanimous, 5-0 vote.

Resolution 21-157

Resolution to dispose of City property described as the northeasterly 50 feet of the southeasterly 200 feet of Lot 3, Subdivision of Original Plat Lot 91. Location: the property was formerly addressed as 223 East Graham Avenue. OTB-21-006

Resolution withdrawn by applicant. Council took no action.

Resolution 21-158

Resolution authorizing the Mayor and City Clerk to execute a perpetual, non-exclusive easement for utilities located under and on:  
The North ten (10) feet of a parcel of land located in the SE1/4 SW1/4 AND SW1/4 SE1/4 OF Section 11, Township 74 North, Range 44, West of the 5TH P.M., now in the City of Council Bluffs, Pottawattamie County, Iowa to MidAmerican Energy Company.

Chad Hannan and Mike Wolf moved and seconded approval of Resolution 21-158. Unanimous, 5-0 vote.

Resolution 21-159

Resolution granting Final Plat Approval of a two-lot minor subdivision to be known as the Richard Miller and Marie Knedler Subdivision. Location: 235 Harmony Street. SUB-21-007

Heard from Patricia Driscoll, 126 Benton Street, and Brian Weeks, 133 Benton Street.

Chad Hannan and Joe Disalvo moved and seconded approval of Resolution 21-159. Voice Vote, 4-0 vote.  
(Abstain: Head)

#### Resolution 21-160

Resolution determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the New Horizon Urban Renewal Plan.

Heard from Patricia Driscoll, 126 Benton Street.

Joe Disalvo and Chad Hannan moved and seconded approval of Resolution 21-160. Unanimous, 5-0 vote.

### **ORDINANCES ON 1ST READING**

#### Ordinance 6458

Ordinance for the division of revenues under Section 403.19, Code of Iowa, for New Horizon Urban Renewal Plan.

Mike Wolf and Chad Hannan moved and seconded approval of First Consideration of Ordinance 6458. Second Consideration to be held June 14, 2021 at 7:00 p.m. Unanimous, 5-0 vote.

### **ORDINANCES ON 3RD READING**

#### Ordinance 6452

Ordinance to amend the zoning map as adopted by reference in section 15.02.070, by rezoning property legally described as the East 1/2 of Lot 3 and Lots 4 through 12, Auditor's Subdivision, more specifically described in the Council Packet, from R-1/Single-Family Residential District to R-2/Two-Family Residential District as defined in Chapter 15.09. Location: 20, 40 and 100 Norton Avenue, 1326 North Broadway, and an undeveloped parcel of land west of 100 Norton Avenue. ZC-21-004

Mike Wolf and Melissa Head moved and seconded approval of Third Consideration of Ordinance 6452. Unanimous, 5-0 vote.

#### Ordinance 6453

Ordinance to amend the zoning map as adopted by reference in Section 15.02.070, by rezoning property legally described as Lot 2, Arbor Creek Subdivision from A-2/Parks, Estates, and Agricultural District to R-2/Two-Family Residential District as defined in Chapter 15.09, and appending a PR/Planned Residential Overlay as defined in Chapter 15.28 of the Municipal Code of Council Bluffs, Iowa, to said property. Location: Undeveloped land lying south of 1020 Railroad Avenue. ZC-21-002

Mike Wolf and Joe Disalvo moved and seconded approval of Third Consideration of Ordinance 6453. Voice Vote, 4-1 vote. (Nays: Head)

#### Ordinance 6454

Ordinance to amend the zoning map as adopted by reference in Section 15.02.070, by rezoning property legally described as Lot 1, Franklin Heights Subdivision from A-P/Administrative Professional District to R-2/Two-Family Residential District, as defined in Chapter 15.09., and appending a P-R/Planned Residential Overlay onto said property as defined in Chapter 15.28 of the Municipal Code of Council Bluffs. Location: Northwest corner of Franklin and Bennett Avenues. ZC-21-003

Heard from Brian Weeks, 131 Benton Street.

Mike Wolf and Joe Disalvo moved and seconded approval of Third Consideration of Ordinance 6454. Unanimous, 5-0 vote.

#### **RESOLUTIONS**

##### Resolution 21-161

Resolution amending the list of authorities for execution of financial transactions between the City of Council Bluffs, Iowa and institutions authorized to hold City funds (non-corporate resolution).

Mike Wolf and Melissa Head moved and seconded approval of Resolution 21-161. Unanimous, 5-0 vote.

##### Resolution 21-162

Resolution approving city depositories as required by the Code of Iowa, Section 12.C.2.

Chad Hannan and Melissa Head moved and seconded approval of Resolution 21-162. Unanimous, 5-0 vote.

##### Resolution 21-163

Resolution authorizing the mayor to execute an agreement with Ehrhart Griffin & Associates for engineering services in connection with the 2100 Block of Avenue H Sanitary Sewer Rehabilitation. Project # PW22-23

Melissa Head and Mike Wolf moved and seconded approval of Resolution 21-163. Unanimous, 5-0 vote.

##### Resolution 21-164

Resolution making changes to the positions assigned to the finance department.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 21-164. Unanimous, 5-0 vote.

##### Resolution 21-165

Resolution authorizing the removal and installation of parking meters in connection with Library staff parking.

Chad Hannan and Joe Disalvo moved and seconded approval of Resolution 21-165. Unanimous, 5-0 vote.



#### Resolution 21-166

Resolution to amend the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying part of the SE1/4 SW1/4 and part of the NE1/4 SW1/4 of Section 32-75-43, more specifically described in the Council packet, from Public Park to Local Commercial, and reclassifying properties legally described as Lot 3, New Horizon Subdivision along with Lots 1-5 and Outlot A, New Horizon Subdivision, Replat 2, and Lot 2, Arbor Creek Subdivision, and part of the NW1/4 SW1/4 and part of the SW1/4 NW1/4 all in section 28-75-43, more specifically described in the Council packet, from Rural Residential/Agriculture to Medium Density Residential; and reclassifying properties legally described as Lot 1, Arbor Creek Subdivision and Lot 1, New Horizon Subdivision Replat 1 from Rural Residential/Agriculture to Public/Semi-Public. Locations: 1288 Valley View Drive, 4 Valley View Drive, 16 Valley View Drive, 1621 College Road, 1681 College Road, 1020 Railroad Avenue, undeveloped land located at the northwest corner of Railroad Avenue and College Road, and undeveloped land located between 4 Valley View Drive and 1681 College Road. CP-21-001

Heard from Patricia Driscoll, 126 Benton Street.

Chad Hannan and Joe Disalvo moved and seconded approval of Resolution 21-166. Unanimous, 5-0 vote.

#### Resolution 21-167

Resolution authorizing a joint application to the Iowa Economic Development Authority by the City of Council Bluffs and TSL Company Holdings, Ltd. for benefits under the Targeted Jobs Withholding Program.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 21-167. Unanimous, 5-0 vote.

#### Resolution 21-168

Resolution authorizing a joint application to the Iowa Economic Development Authority by the City of Council Bluffs and Pollard Games, Inc. dba American Games and International Gamco for benefits under the Targeted Jobs Withholding Program.

Mike Wolf and Chad Hannan moved and seconded approval of Resolution 21-168. Unanimous, 5-0 vote.

#### Resolution 21-169

Resolution authorizing the Mayor and City Clerk to execute an agreement with Compass Utility, LLC for the Hillside Estates Infrastructure Project.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 21-169. Unanimous, 5-0 vote.

#### Resolution 21-170

Resolution determining the necessity and setting dates of a consultation and a public hearing on June 28, 2021 at 7:00 p.m. on a proposed South Avenue Urban Renewal Plan for a proposed Urban Renewal Area. Location: Generally located west of Harry Langdon Blvd, South of 18<sup>th</sup> Ave, east of South Expressway, north of I-80.

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

#### Resolution 21-171

The City of Council Bluffs budgeted for a 2.5% increase for non-union employees for FY2022, which would go into effect on 7/1/2021. In discussions with Mayor Walsh, we are proposing the following salary increases for FY2022.

Heard from Bruce Kelly, 864 McKenzie Avenue.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 21-171. Unanimous, 5-0 vote.

#### Resolution 21-172

Resolution approving revision of Personnel Policy 503 Group Health, Life, Dental, Optical, and Long term Disability Plans.

Mike Wolf and Chad Hannan moved and seconded approval of Resolution 21-172. Unanimous, 5-0 vote.

### **APPLICATIONS FOR PERMITS AND CANCELLATIONS**

Cigarette Permits, Liquor Licenses:

1. Big Al's, 2700 2nd Avenue, Ste 3 &4
2. Big Kel's Pizza & Wings, 40 Arena Way, Ste 11
3. Family Fare #791, 1801 Valley View Drive
4. Latino Market LLC, 1535 Avenue G
5. The Salty Dog Bar & Grill, 2411 S 24th Street, Ste 6
6. Rodeo Saloon & BBQ, 164 W Broadway (continued from 5.10.21)

Melissa Head and Joe Disalvo moved and seconded approval of Applications for Permits and Cancellations, Items 8A and 8B #1-5. Unanimous, 5-0 vote.

Heard from Deborah Peterson, 215 S Main Street, and Patricia Driscoll, 126 Benton Street. Motion to Receive and File by Hannan, seconded by Wolf. Unanimous.

Melissa Head and Mike Wolf moved and seconded approval of Applications for Permits and Cancellations, Item 8B #6. Voice Vote, 2-3 vote.

(Nays: Disalvo, Hannan, Sandau)

Chad Hannan and Joe Disalvo moved and seconded approval of motion to deny Applications for Permits and Cancellations, Item 8B #6. Voice Vote, 3-2 vote.

(Nays: Head, Wolf)

**CITIZENS REQUEST TO BE HEARD**

Heard from Brian Weeks, 131 Benton Avenue regarding potholes.

Heard from Bruce Kelly, 864 McKenzie Avenue regarding bike trails and extra lane on Kanesville Boulevard.

Heard Deborah Peterson, 215 S Main Street addressing the Mayor.

**ADJOURNMENT**

Mayor Walsh adjourned the meeting at 8:14 p.m.

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: Allison Head, Acting City Clerk

## Council Communication

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

Resolution 21-173  
ITEM 3.C.

Council Action: 6/14/2021

### Description

Resolution of intent to dispose of City property by granting an easement to The Opus Group for the maintenance of a private storm sewer line across River Road right-of-way.

### Background/Discussion

The City has entered into a Purchase Agreement with The Opus Group for the sale and development of this area. In order to develop the lot, it needs to be serviced by a storm sewer system so the City needs to allow the easement across River Road right-of-way for The Opus Group to be able to install and maintain the storm sewer line. It is in the best interest of the City to dispose this property and grant this easement.

### Recommendation

Approval is recommended.

### ATTACHMENTS:

Description	Type	Upload Date
Public Hearing Notice	Notice	6/3/2021
Exhibit A	Other	6/3/2021
Resolution 21-173	Resolution	6/8/2021

**NOTICE OF PUBLIC HEARING  
ON INTENT TO VACATE & DISPOSE OF 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 intent to dispose property by granting an easement to The Opus Group for the installation and maintenance of a private storm sewer line across River Road right-of-way, in the City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 28<sup>th</sup> day of June, 2021, 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







*Return to: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503 – Phone: (712) 890-5261*  
*Prepared by: Legal Dept., 209 Pearl Street, Council Bluffs, IA 51503 – Phone: (712) 890-5317*

**RESOLUTION NO. 21-173**

**A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY BY GRANTING AN EASEMENT TO THE OPUS GROUP FOR THE INSTALLATION AND MAINTENANCE OF A PRIVATE STORM SEWER LINE ACROSS RIVER ROAD RIGHT-OF-WAY, IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.**

**WHEREAS,** The City has entered into a Purchase Agreement with The Opus Group for the sale and development of River Road Subdivision Lot 1; and

**WHEREAS,** In order to properly develop this lot, it needs to be serviced by a storm sewer system; and

**WHEREAS,** The Opus Group is working with other property owners in the area to provide for the connection of their private storm sewer system to an existing outfall structure; and

**WHEREAS,** This City Council hereby declares its intent to grant this easement to The Opus Group for the above described property.

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

That this City Council hereby declares its intent to dispose of the above described property and grant easement interests to The Opus Group; and

**BE IT FURTHER RESOLVED**

That a public hearing on the City's intent to dispose of City property and grant an easement for a private storm sewer line across River Road right-of-way as shown in Exhibit "A" attached hereto, is hereby set for June 28, 2021.

ADOPTED  
AND  
APPROVED:

June 14, 2021.

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

ATTEST:

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



## Council Communication

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

Resolution 21-174  
ITEM 3.D.

Council Action: 6/14/2021

### Description

Resolution of intent to dispose of an interest in property by releasing an easement initially granted to the City of Council Bluffs by Charles B. Everest and Marjory P. Everest on May 17, 1948, to the extent that it encroaches on the newly created parcel known as Lot 1 in River Road Subdivision.

### Background/Discussion

This easement was originally granted to the City of Council Bluffs by Charles B. Everest and Marjory P. Everest on May 17, 1948 for the purpose of facilitating the construction of the Missouri River Levee system. With the current elevation of this parcel, it is no longer suitable as a borrow site. This easement needs to be released to allow proposed development in this area.

### Recommendation

Approval is recommended

### ATTACHMENTS:

Description	Type	Upload Date
Public Hearing Notice	Notice	6/4/2021
Original Easement 1948	Other	6/4/2021
Resolution 21-174	Resolution	6/8/2021

**NOTICE OF PUBLIC HEARING  
ON INTENT TO VACATE & DISPOSE OF 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 intent to dispose of an interest in property by releasing an easement initially granted to the City of Council Bluffs by Charles B. Everest and Marjory P. Everest on May 17, 1948, to the extent that it encroaches on the newly created parcel known as Lot 1 in River Road Subdivision, 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 28<sup>th</sup> day of June, 2021, 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

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No. 4	Charles B. Everest and Marjory P. Everest - - -	EASEMENT \$8650.00
Book 996		Dated May 17, 1948
	to	
Page 543		Filed November 24, 1948
	City of Council Bluffs, Iowa	

Does hereby grant an easement for right of way and of borrow areas upon, over and across the following described property, to-wit:

A part of the NW¼ SE¼ of Section 4, Township 74, Range 44, more particularly described as follows: Commencing at a point 248 feet East of the center along center section line of Section 4, Township 74, Range 44, thence East 982 feet along center section line, thence South 39° 28' East 130 feet, thence South 1080 feet, thence North 39° 28' West 1585 feet to the point of beginning, all bearings being referred to the true meridian, the above described property contains 12.07 acres more or less.

A part of the NE¼ SE¼ of Section 4, Township 74, Range 44, more particularly described as follows: Commencing at a point 98 feet South of the Northwest Corner NE¼ SE¼ of Section 4, Township 74, Range 44, thence South 39° 28' East 898 feet, thence South 35° 04' East 692 feet, thence West 920 feet, thence North 35° 04' West, 170 feet, thence North 1080 feet to point of beginning, all bearings being referred to the true meridian. The above described property contains 11.41 acres more or less.

A part of the SE¼ SE¼ of Section 4, Township 74, Range 44, more particularly described as follows: Commencing at a point 165 feet North of the Southeast Corner Section 4, Township 74, Range 44, thence West 346 feet, thence North 35° 04' West 1449 feet, thence East 920 feet, thence South 35° 04' East 490 feet, thence South 765 feet to point of beginning, all bearings being referred to the true meridian. The above described property contains 19.40 acres more or less.

It is intended hereby to grant to said city the right to occupy said property for the purpose of constructing and maintaining a levee along the Missouri River as proposed to be constructed by the U. S. Army Engineer Corps in accordance with plans and specifications on file in the office of the City Engineer to borrow such dirt therefrom and to make such earth fill thereon as may be necessary to the construction and maintenance of said levee; the easement hereby granted to be sufficient in width and length to construct, maintain and repair said levee.

It is further stipulated that if, in the future, the necessity for maintaining said levee across the above described land shall cease and said land be no longer needed or required for the purpose herein set out, the same shall revert to the grantor, his heirs, successors or assigns.

It is further stipulated that after the completion of said levee the borrow areas herein granted may be used by the grantor for agricultural or other uses, subject to the right of the grantee to obtain therefrom such dirt as may be necessary for repairs to said levee.

It is further stipulated and agreed in consideration of the granting of this easement that the City of Council Bluffs will, at the time of construction of the said levee and during the continuance thereof, provide, maintain and supervise, suitable, proper and adequate culverts with flood valves through

No. 4 continued

the levee on the within described property to the end that water will not be impounded on the rear or land side of the levee.

It is further stipulated and agreed that in consideration of the granting of said easement that the City of Council Bluffs will provide and maintain a roadway over and across the proposed levee and borrow areas, said roadway to be located in the NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 4, Township 74, Range 44, adjacent to the East-West line of Lot 3 and Section 4, Township 74, Range 44, projected West.

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No. 5 ~~Charles B. Everest and Marjory P. Everest, husband and wife~~ ~~EASEMENT \$1.00~~  
Book 1226 ~~to~~ ~~Dated January 23, 1959~~  
Page 345 ~~Iowa Power and Light Company~~ ~~Filed January 30, 1959~~

~~Grants the right to construct, maintain and operate an electrical supply line, and the poles and other necessary equipment, upon, over, along and across the following described real estate to-wit:~~

~~Government Lots 3 and 4 and accretions in Section 4,  
Township 74, Range 44, Pottawattamie County, Iowa.~~

~~The electric supply line to be located across the above described property within a strip of land 10 feet in width, said strip being described as:~~

~~Beginning at a point approximately 29 feet South of and approximately 29 feet South of and approximately 823' West of the E $\frac{1}{4}$  corner of said Section 4; thence East parallel with the East-West center line of said section to a point approximately 311 feet East of the North-South center line of said Section 4. Also beginning at a point on the East-West center line of Section 4 approximately 341 feet East of the center of said section, thence South parallel with the North-South center line of said section approximately 792 feet.~~

~~One anchor, with associated down guys, to be located at a point approximately 430 feet East of and approximately 1056 feet South of the center of Section 4.~~

~~The center line of said strip also being on the East-West center line of Section 4, approximately 853 feet West of the E $\frac{1}{4}$  corner of said section; thence South, parallel to the East line of said section, 60 feet.~~



**RESOLUTION NO. 21-174**

**RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN PROPERTY BY  
RELEASING AN EASEMENT INITIALLY GRANTED TO THE CITY OF COUNCIL  
BLUFFS BY CHARLES B. EVEREST AND MARJORY P. EVEREST ON MAY 17, 1948,  
TO THE EXTENT THAT IT ENCROACHES ON THE NEWLY CREATED PARCEL  
KNOWN AS LOT 1 IN RIVER ROAD SUBDIVISION, CITY OF COUNCIL BLUFFS,  
POTTAWATTAMIE COUNTY, IOWA.**

**WHEREAS**, the aforementioned easement was granted to the City to facilitate the construction of the Missouri River Levee system in Council Bluffs, Iowa; and

**WHEREAS**, to the extent the easement encroaches on Lot 1 in River Road Subdivision, it was initially utilized as a borrow site to construct the levee and with the current elevation of this parcel, it is no longer suitable as a borrow site and no longer serves any public purpose; and

**WHEREAS**, it would be in the best interest of the City of Council Bluffs to dispose of their interest in this property and release this easement so that it can be developed.

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

That this City Council does hereby declares its intent to dispose of their interest in property described as Lot 1 in River Road Subdivision, Council Bluffs, Pottawattamie County, Iowa, by releasing this easement to the extent that it encroaches on this property; and

**BE IT FURTHER RESOLVED**

That a public hearing on the City's intent to dispose of their interest in property described as Lot 1 in River Road Subdivision, Council Bluffs, Pottawattamie County, Iowa, by releasing this easement to the extent that it encroaches on this property, is hereby set for June 28, 2021.

ADOPTED  
AND  
APPROVED

June 14, 2021.

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

\_\_\_\_\_  
Mayor

Attest:

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

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

## Council Communication

Department: Public Works Admin  
Case/Project No.: BM22-01  
Submitted by: Matthew Cox, Public  
Works Director

Resolution 21-175  
ITEM 3.E.

Council Action: 6/14/2021

### Description

Resolution setting a public hearing for June 28, 2021 at 7:00 p.m. for the Mid-America Center Parking Lots Rehab, Phase 3. Project # BM22-01

### Background/Discussion

The Entertainment District located between 23rd Avenue and I-80/29, and from 24th Street to 35th Street is a premier destination location within the City of Council Bluffs. The area includes the Mid-America Center, Horseshoe Casino, Bass Pro Shop store, and several hotels and restaurants. The recent construction of the Field House, Iowa West Sports Plex, and another hotel are adding to the amenities offered in the area.

The parking lots that surround the Mid-America Center are owned by the City. The paving has degraded to the point where maintenance is difficult and there are safety concerns because of the poor condition.

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

Phase 1 included the lot south of the convention center and a portion of the west lot. Phase 2 included the lot just west of the south lot near the convention center.

Phase 3 includes finishing the west lot and a portion of the lot north of the west lot (see-attached map).

This project was included in the FY22 CIP with a budget of \$350,000 from General Fund-Gaming and 650,000 in GO Bond funding.

The project schedule is as follows:	Set Public Hearing	June 14, 2021
	Hold Public Hearing	June 28, 2021
	Bid Letting	July 15, 2021
	Award	July 26, 2021
	Construction Start	August 2021

### Recommendation

Approval of this resolution to set the Public Hearing. The Phase 3 project continues the needed repairs to the City owned parking lots.

### ATTACHMENTS:

Description	Type	Upload Date
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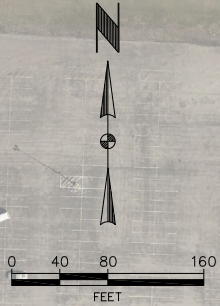
Map  
Notice of Public Hearing  
Resolution 21-175

Map 6/4/2021  
Notice 6/4/2021  
Resolution 6/8/2021



\\SRV16\\Shared\\Blue\_Team\\Projects\\150218\_MAC PARKING LOT REHAB PHASE 3\\Exhibits\\MIDAMERICAN CENTER PARKING LOT PHASES 3-21.dwg, A02, 3/11/2021 3:38:47 PM, Adobe PDF.pc3

# Mid-America Center Parking Lots Rehab, Phase 3



FUTURE  
7,250 SY

FUTURE  
22,985 SY

PHASE 3

PHASE 1

PHASE 2

PHASE 1

This drawing is being made available by hgm associates inc. for use on this project in accordance with hgm associates inc. agreement for professional services. hgm associates inc. assumes no liability for any use of this drawing or any part thereof except in accordance with the terms of the above agreement.

**hgm**

ASSOCIATES INC.  
640 FIFTH AVENUE COUNCIL BLUFFS, IA  
PHONE: 712-323-0530

JNS	drawn	date
ZMW	designed	date
ZMW	approved	date
MAR '21	revision	date

project MIDAMERICAN CENTER PARKING LOTS

client CITY OF COUNCIL BLUFFS  
COUNCIL BLUFFS, IOWA

sheet **PARKING LOT PHASING EXHIBIT**

project no.  
150218  
sheet  
**1 OF 1**



Notice of Public Hearing  
on the  
Plans, Specifications, Form of Contract and Cost Estimate  
for the  
Mid-America Center Parking Lots Rehab, Phase 3  
Project #BM22-01

A public hearing will be held on June 28, 2021, at 7:00 p.m. in the council chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract and cost estimate for the Mid-America Center Parking Lot Rehab, Phase 3 project. The project will include construction of 11,212 square yards of concrete pavement, 11,212 square yards of pavement removal, and 6,848 lineal feet of painted pavement markings. 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

**R E S O L U T I O N**  
**NO 21-175**

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE  
AND SETTING A PUBLIC HEARING ON THE  
PLANS, SPECIFICATIONS, FORM OF CONTRACT  
AND COST ESTIMATE FOR THE  
MID-AMERICA CENTER PARKING LOTS REHAB, PHASE 3  
PROJECT #BM22-01**

WHEREAS,           the City wishes to make improvements known as the  
Mid-America Center Parking Lots Rehab, Phase 3  
within the City, as therein described; and

WHEREAS,           the plans, specifications, form of contract and cost  
estimate are on file in the office of the city clerk.

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 on the plans, specifications, form of contract and cost estimate for the Mid-America Center Parking Lots Rehab, Phase 3.

ADOPTED  
AND  
APPROVED

June 14, 2021

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

ATTEST:

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

## Council Communication

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

Resolution 21-176  
ITEM 3.F.

Council Action: 6/14/2021

### Description

Resolution setting a public hearing for June 28, 2021 at 7:00 p.m. for 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 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 was included in the FY21 CIP with a budget of \$865,000. The Iowa DOT reimbursement amount is \$373,250.

The project schedule is as follows:	Set Public Hearing	June 14, 2021
	Hold Public Hearing	June 28, 2021
	Bid Letting	July 27, 2021
	Award	August 9, 2021
	Construction Start	October/November 2021

### Recommendation

Approval of this resolution to set the Public Hearing. The rehabilitation project will make repairs to an essential trunk sewer within the City's sanitary sewer collection system.

### ATTACHMENTS:

Description	Type	Upload Date
Location Map	Map	6/4/2021
Notice of Public Hearing	Notice	6/4/2021
Resolution 21-176	Resolution	6/8/2021



PW 21-15  
MOSQUITO CREEK  
SANITARY SEWER REHAB.





Notice of Public Hearing  
on the  
Plans, Specifications, Form of Contract and Cost Estimate  
for the  
Mosquito Creek Sanitary Sewer Rehab.  
Project #PW21-15

A public hearing will be held on June 28, 2021, at 7:00 p.m. in the council chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract and cost estimate for the Mosquito Creek Sanitary Sewer Rehab. The project will include construction of 875 lineal feet of sanitary sewer lining, 5 each of manhole lining and bypass pumping. 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

**RESOLUTION**  
**NO 21-176**

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE  
AND SETTING A PUBLIC HEARING ON THE  
PLANS, SPECIFICATIONS, FORM OF CONTRACT  
AND COST ESTIMATE FOR 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,           the plans, specifications, form of contract and cost  
                          estimate are on file in the office of the city clerk.

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 on the plans, specifications, form of contract and cost estimate for the Mosquito Creek Sanitary Sewer Rehab.

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

June 14, 2021

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

ATTEST:

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

## Council Communication

Department: Community

Development

Case/Project No.:

Submitted by: Courtney Harter,

HED Manager

Resolution 21-177

ITEM 3.G.

Council Action: 6/14/2021

### Description

Resolution setting dates of a consultation and setting a public hearing for July 12, 2021 at 7:00 p.m. on a proposed 2021 Amendment to the West Broadway Urban Renewal Plan.

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	6/7/2021
WB URN Amended Plan	Other	6/7/2021
Notice of Public Hearing	Other	6/7/2021
Notice of Consultation	Other	6/7/2021
Certificate of Publishers Affidavit	Other	6/7/2021
Certificate of Mailing	Other	6/7/2021
Resolution 21-177	Resolution	6/8/2021

**Council Communication**  
**February 24, 2014 City Council Meeting**

Department: Community Development	Ordinance No.: N/A	PH & First Reading: 7-12-21
Case/Project No.: URN-21-004	Resolution No.: 14-	
<b>Subject/Title</b>		
Proposed 2021 Amendment to the West Broadway Urban Renewal Plan		
<b>Location</b>		
Generally bounded by Indian Creek/South 13 <sup>th</sup> Street on the east, Interstate 480 on the west, Avenue A on the north and 1 <sup>st</sup> Avenue on the south		
<b>Background/Discussion</b>		
<p><u>Background</u></p> <p>In December of 1987, City Council adopted the West Broadway Urban Renewal Plan. This plan was intended to assist with the acquisition of land, removal of blighted, incompatible or undesirable land uses, improvement of public infrastructure and facilities and private development or redevelopment projects. Since then the City of Council Bluffs has been involved in a series of projects and programs designed to achieve the above objectives and overcome blight and obsolescence within the West Broadway corridor. During this time, the Urban Renewal Plan has been amended numerous times to reflect the addition and completion of projects, the incorporation of the West Broadway Corridor Redevelopment Plan – Revision 1 and landscaping and design standards.</p> <p>The urban renewal plan is again in need of amending to update proposed project area activities.</p> <p><u>Discussion</u></p> <p>The first step in amending the West Broadway Urban Renewal Project Area is the adoption of a resolution of necessity. This resolution will cause several actions. These actions include directing staff to amend the urban renewal plan, establishing a date for consultation with other taxing jurisdictions, setting a date for City Council public hearing and other appropriate legal notices. A resolution, which calls for these activities, has been prepared and is attached for your review and consideration. This resolution establishes the following timeframe:</p> <p style="margin-left: 40px;">6-22-21     Consultation meeting to be held with other taxing jurisdictions</p> <p style="margin-left: 40px;">7-12-21     City Council public hearing on the amended urban renewal plan</p>		
<b>Staff Recommendation</b>		
Staff recommends City Council adopt the resolution of necessity directing staff to amend the Plan, set the dates for a consultation and public hearing on the 2021 Amendment to the West Broadway Urban Renewal Plan and Area.		
<b>Attachments</b>		
1) Resolution of necessity 2) The amended plan		



# 2021 AMENDMENT TO THE WEST BROADWAY URBAN RENEWAL PLAN

City of Council Bluffs, Iowa

Original Area Adopted – December 1987  
Kansas Grain/Foxley Cattle Company Amendment – September 1988  
Amendment incorporating by reference the West Broadway Corridor Redevelopment Plan –  
December 2001  
Amendment incorporating by reference Appendix IV- Landscaping and Site Development  
Guidelines – February 2002  
2014 Amendment – March 2014  
2015 Amendment – November 2015  
2021 Amendment - \_\_\_\_\_ 2021

# **2020 Amendment to the West Broadway Urban Renewal Plan**

## **City of Council Bluffs, Iowa**

### **INTRODUCTION**

The West Broadway Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the West Broadway Urban Renewal Area (“Area” or “Urban Renewal Area”) was originally adopted in 1987 by the City of Council Bluffs, Iowa (“City”), and has been amended and updated several times. This Plan is being further amended by this 2021 Amendment to the Plan (“Amendment” or “2021 Amendment”) to add and/or confirm the list of proposed urban renewal projects to be undertaken within the Area.

Except as modified by this 2021 Amendment, the provisions of the Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this 2021 Amendment shall control. Any section of the Plan, as previously amended, not included in this Amendment shall continue to apply to the Plan.

### **DESCRIPTION OF AREA**

The Urban Renewal Area is made up of the land included in the original Urban Renewal Area and the subarea property added by the 2015 Amendment to the Plan. This Amendment makes no change to the property included in the Urban Renewal Area.

### **AREA DESIGNATION**

The Urban Renewal Area was initially designated as an area appropriate for the remediation of blight. The 2015 Amendment Area was also designated as being appropriate for the remediation of blight. This Amendment makes no change to the designation of the Urban Renewal Area, as previously amended.

### **BASE VALUE**

The Urban Renewal Area, as previously amended, has previously established base values for purposes of Tax Increment Financing (TIF). This Amendment makes no change to the previously established base values.

### **DEVELOPMENT PLAN/ZONING**

The City has a general plan for the physical development of the City, as a whole, designated as the “Bluffs Tomorrow: 2030 Comprehensive Plan” adopted in September 2014 and last amended in November 2015. The goals and objectives of this Urban Renewal Plan, as amended,

as well as the urban renewal projects identified herein, are in conformity with the Bluffs Tomorrow: 2030 Comprehensive Plan.

The Urban Renewal Plan, as amended, does not in any way replace or modify the City's current land use planning or zoning regulation process.

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

### **PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

Numerous urban renewal projects were previously approved for the Urban Renewal Area and may be continuing. This Amendment makes no change to the previously approved urban renewal projects.

### **ELIGIBLE URBAN RENEWAL PROJECTS (2021 AMENDMENT)**

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment include:

#### **1. Public Improvements:**

<b>Project Description</b>	<b>Estimated Project Timeframe</b>	<b>Estimated Cost of Tax Increment Not to Exceed</b>	<b>Rationale</b>
Construction of 1 <sup>st</sup> Avenue Trail from 16 <sup>th</sup> Street to 35 <sup>th</sup> Street	2020-2023	\$6,500,000	This project serves to improve quality of life and transportation options in the Area to facilitate safe passage along the corridor and promote commercial and residential redevelopment in the Area.
	<b>Total</b>	<b>Not to exceed \$6,500,000</b>	

#### **2. Acquisition and Clearance of Blighted Properties:**

A. *Second Avenue Properties:* The City expects to acquire various blighted properties along Second Avenue. The specific properties have not yet been determined, but are expected to be between the 2800 block and 3500 block of Second Avenue. The City intends to demolish blighted structures on such properties, in order to remediate blighting conditions in the Urban Renewal Area and prepare the properties for more beneficial uses. The City may acquire and redevelop these properties over a number of years. The costs of this project are expected not to exceed \$8,000,000.

B. *Other Properties:* The City expects to acquire various blighted properties in other portions of the Area. The City intends to demolish blighted structures on such properties, in order to remediate blighting conditions in the Urban Renewal Area and prepare the properties for more beneficial uses. The City may acquire and redevelop these properties over a number of years. The costs of this project are expected not to exceed \$5,000,000.

### 3. **Development Agreements:**

A. *CB-WLG Affordable Limited Partnership Development Agreement:* The City anticipates entering into a development agreement for the construction and operation of an apartment building including multi-family housing units and townhouse housing units on certain property within the Urban Renewal Area that is currently owned by the City. The agreement would include terms for the sale of the development property from the City to the developer. The City anticipates the developer will sign a promissory note with the City for a forgivable loan in the amount of the purchase price (\$225,000), which may be forgiven pursuant to the terms of the development agreement. Construction on the project is expected to occur in 2021-2024. The City expects to provide incentives in the form of annual grants, funded through tax increment generated by construction of the project under the terms of a detailed development agreement. It is anticipated that the development agreement will provide for up to 16 years of grants not to exceed \$3,000,000 in the aggregate. The development agreement will include additional terms.

B. *34<sup>th</sup> and 1<sup>st</sup> Holdings Development Agreement:* The City anticipates entering into a development agreement for the construction and operation of a multi-family or mixed-use housing development on certain property within the Urban Renewal Area that is currently owned by the City. The agreement would include terms for the sale of the development property from the City to the developer. The City anticipates the developer will sign a promissory note with the City for a forgivable loan in the amount of the purchase price (\$1,870,000), which may be forgiven pursuant to the terms of the development agreement. Construction on the project is expected to occur over a number of years, in several phases of construction. The City expects to provide incentives for each phase of the project that is completed, in the form of annual grants funded through tax increment generated by construction of the particular phase of the project, under the terms of a detailed development agreement. It is anticipated that the development agreement will provide for

up to 17 years of grants per phase, but the cumulative amount of grants provided for all phases is not to exceed \$10,000,000 if all phases are completed. The development agreement will include additional terms, including a minimum assessment agreement establishing a minimum assessed value for the completed improvements.

**C. Future Development Agreements:** The City expects to consider requests for development agreements for projects located within the Urban Renewal Area that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates and other incentives, including but not limited to public infrastructure assistance. The costs of such development agreements collectively will not exceed \$3,000,000.

**4. Fees and Costs Related to Urban Renewal Plan and Amendment:**

<b>Project</b>	<b>Estimated Date</b>	<b>Estimated Cost to be funded by TIF Funds</b>
Fees and Costs (including planning fees, engineering fees related to Plan/Amendment, legal fees, and other related costs to support urban renewal projects and planning)	Undetermined	Not to Exceed \$20,000

**FINANCIAL DATA**

1.	Current (6-30-2021) constitutional debt limit:	\$219,795,395
2.	Current (6-30-2021) outstanding general obligation debt:	\$51,170,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (2021 Amendment) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (2021 Amendment) as described above will be approximately as stated in the next column:	\$35,520,000  This amount does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

## **URBAN RENEWAL FINANCING**

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

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

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

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

## **EFFECTIVE PERIOD**

This Amendment will become effective upon its adoption by the City Council.

Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council. The use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Iowa Code Chapter 403. The division of revenues shall continue on the Urban Renewal Area (including both the Original West Broadway Urban Renewal Area and the 2015 Amendment Area) without limit due to the designation of the Area as appropriate for blight remediation.

### **REPEALER AND SEVERABILITY CLAUSE**

Any parts of the previous West Broadway Urban Renewal Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of the Plan, as previously amended, or this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Plan as a whole or the previous amendments to the Plan, or any part of the Plan or this Amendment not determined to be invalid or unconstitutional.

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(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED 2021 AMENDMENT TO THE WEST  
BROADWAY URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF COUNCIL BLUFFS,  
STATE OF IOWA

The City Council of the City of Council Bluffs, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on July 12, 2021 in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, to consider adoption of a proposed 2021 Amendment to the West Broadway Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Council Bluffs, State of Iowa.

The West Broadway Urban Renewal Area is generally described as follows:

ORIGINAL AREA

All land and right-of-ways within the area beginning at the center point of the intersection of West Broadway and 13<sup>th</sup> Street, then north along the centerline of 13<sup>th</sup> Street to the intersection of 13<sup>th</sup> Street and Avenue A, then west along the centerline of Avenue A to the intersection of Avenue A and 20<sup>th</sup> Street, then south along the centerline of 20<sup>th</sup> Street to the alley, then west along the centerline of the alley to 25<sup>th</sup> Street, then north along the centerline of 25<sup>th</sup> Street to the intersection of 25<sup>th</sup> Street and Avenue A, then west along the centerline of Avenue A to the intersection of Avenue A and 26<sup>th</sup> Street, then south along the centerline of 26<sup>th</sup> Street to the alley, then west along the centerline of the alley to 34<sup>th</sup> Street, then north along the centerline of 34<sup>th</sup> Street to the intersection of 34<sup>th</sup> Street and Avenue A, then westerly along the centerline of Avenue A to the intersection of Avenue A and the I-480 ramp, then westerly to the I-480 and West Broadway intersection, then easterly from the I-480, West Broadway intersection to the intersection of I-480 ramp and 1<sup>st</sup> Avenue, then east along the south edge of the 1st Avenue R.O.W. to the Indian Creek R.O.W., then north along the Indian Creek R.O.W. to the point of beginning.

2015 AMENDMENT AREA

All of the land and right-of-ways within the area beginning at the intersection of the north right-of-way line of Avenue A and the east right-of-way line of North 13<sup>th</sup> Street; thence south along the east right-of-way line of said North 13<sup>th</sup> Street 66 feet, more or less, to the north right-of-way line of Indian Creek; thence southerly along said north right-of-way line of Indian Creek to the south right-of-way line of 2<sup>nd</sup> Avenue; thence westerly along said south right-of-way line of 2<sup>nd</sup> Avenue 11,520 feet, more or less, to the east right-of-way line of Interstate 29; thence northerly along said east right-of-way line 1,170 feet, more or less, to a point on the north right-of-way line of Avenue 'A'; thence east along said north right-of-way line 12,136 feet, more or less, to the point of beginning.



EXCEPTING THEREFROM:

All land and right-of-ways within the area beginning at the center point of the intersection of West Broadway and 13<sup>th</sup> Street, then north along the centerline of 13<sup>th</sup> Street to the intersection of 13<sup>th</sup> Street and Avenue 'A', then west along the centerline of Avenue 'A' to the intersection of Avenue 'A' and 20<sup>th</sup> Street, then south along the centerline of 20<sup>th</sup> Street to the alley, then west along the centerline of the alley to 25<sup>th</sup> Street, then north along the centerline of 25<sup>th</sup> Street to the intersection of 25<sup>th</sup> Street and Avenue 'A', then west along the centerline of Avenue 'A' to the intersection of Avenue 'A' and 26<sup>th</sup> Street, then south along the centerline of 26<sup>th</sup> Street to the alley, then west along the centerline of the alley to 34<sup>th</sup> Street, then north along the centerline of 34<sup>th</sup> Street to the intersection of 34<sup>th</sup> Street and Avenue 'A', then westerly along the centerline of Avenue 'A' to the intersection of Avenue 'A' and the I-480 ramp, then westerly to the I-480 and West Broadway intersection, then easterly from the I-480, West Broadway intersection to the intersection of I-480 ramp and 1<sup>st</sup> Avenue, then east along the south edge of the 1<sup>st</sup> Avenue R.O.W. to the Indian Creek R.O.W., then north along the Indian Creek R.O.W. to the point of beginning.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Council Bluffs, Iowa.

The City of Council Bluffs, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further blight remediation of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed 2021 Amendment would add and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Council Bluffs, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

01896795-1\10342-160

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE  
CITY OF COUNCIL BLUFFS, STATE OF IOWA AND ALL  
AFFECTED TAXING ENTITIES CONCERNING THE  
PROPOSED 2021 AMENDMENT TO THE WEST BROADWAY  
URBAN RENEWAL PLAN FOR THE CITY OF COUNCIL  
BLUFFS, STATE OF IOWA

The City of Council Bluffs, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 9:00 A.M. on June 22, 2001, in the Community Development Conference Room, City Hall, 209 Pearl Street, Council Bluffs, Iowa concerning a proposed 2021 Amendment to the West Broadway Urban Renewal Plan for the West Broadway Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Housing & Economic Development Manager, or her delegate, as the designated representative of the City of Council Bluffs, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed 2021 Amendment to the West Broadway Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Council Bluffs, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

NOTICE OF PUBLIC HEARING

\_\_\_\_\_, 2021.

WITNESS my official signature at Council Bluffs, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk, City of Council Bluffs, State of Iowa

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Instructions for the Certificate of Mailing of Notices  
IMPORTANT

**All three of the following documents must be signed, dated and MAILED to the taxing entities and attached to the Certificate of Mailing of Notices that should be immediately returned to our office:**

- 1) The single page entitled "Notice of a Consultation" AND
- 2) The 3 page document entitled "Notice of Public Hearing" AND
- 3) The entire resolution with the Amendment attached. (The Notice of a Consultation and the Notice of Public Hearing will be repeated in this document, but you will need to **mail** all three of the documents to the affected taxing entities.)

Make sure to address the envelopes to the County and the public school district(s) in the Urban Renewal Area as follows:

"Board of Supervisors of Pottawattamie County, c/o County Auditor"; and

"Council Bluffs Community School District, c/o President or Secretary of the Board of Directors."

Note: If we don't receive this Certificate (with attachments) back ASAP after it is mailed, we will not be able to determine that the appropriate notices have been sent to start the Amendment process.

CERTIFICATE OF MAILING OF NOTICES OF  
CONSULTATION AND HEARING

I, the undersigned, City Clerk of the City of Council Bluffs, State of Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, I caused there to be deposited and mailed in the United States mail at Council Bluffs, Iowa, properly stamped and addressed, a copy of the following-described notices, each in the form attached hereto, to each school district, county or city, as applicable, which levied or certified for levy a property tax on any portion of the taxable property located within the West Broadway Urban Renewal Area, as amended by a 2021 Amendment, in the fiscal year beginning prior to the calendar year in which the Amendment was submitted to the City Council for approval:

- 1) NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF COUNCIL BLUFFS, STATE OF IOWA, AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED 2021 AMENDMENT TO THE WEST BROADWAY URBAN RENEWAL PLAN FOR THE CITY OF COUNCIL BLUFFS, STATE OF IOWA; AND
- 2) NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED 2021 AMENDMENT TO THE WEST BROADWAY URBAN RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF COUNCIL BLUFFS, STATE OF IOWA.
- 3) RESOLUTION SETTING DATES FOR CONSULTATION AND PUBLIC HEARING WITH AMENDMENT ATTACHED AS EXHIBIT 1.

The affected taxing entities and their mailing addresses are as follows:

Council Bluffs Community School  
District  
\_\_\_\_\_  
c/o Secretary or Board President  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert address)

Board of Supervisors of Pottawattamie  
County  
\_\_\_\_\_  
c/o Pottawattamie County Auditor  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert address)

Note: Community College is not an "affected taxing entity" as of 7/1/2012.

Note: The City has confirmed that the above school(s) and county(ies) are the only entities within the entire urban renewal area, as amended. If this is not correct, the notices and resolution must be sent to **all** schools and counties within the **entire** urban renewal area, as amended.

WITNESS my hand and the seal of the City at Council Bluffs, Iowa, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of  
Iowa

(SEAL)

**Attach copies of the items listed above, that were mailed to  
this Certificate and send the Certificate and attachments  
to Ahlers & Cooney, P.C.**

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**Resolution 21-177**

**ITEM TO INCLUDE ON AGENDA**

**CITY OF COUNCIL BLUFFS, IOWA**

June 14, 2021

7:00 P.M.

West Broadway Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed 2021 Amendment to the West Broadway Urban Renewal Plan in the City of Council Bluffs, State of Iowa.

**IMPORTANT INFORMATION**

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

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

June 14, 2021

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 7:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

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

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

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED 2021 AMENDMENT TO THE WEST BROADWAY URBAN RENEWAL PLAN IN THE CITY OF COUNCIL BLUFFS, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

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

\_\_\_\_\_

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

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

RESOLUTION NO. 21-177

RESOLUTION SETTING DATES OF A CONSULTATION AND  
A PUBLIC HEARING ON A PROPOSED 2021 AMENDMENT  
TO THE WEST BROADWAY URBAN RENEWAL PLAN IN  
THE CITY OF COUNCIL BLUFFS, STATE OF IOWA

WHEREAS, by Resolution No. 87-570, adopted December 14, 1987, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Broadway Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the West Broadway Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, the Plan has subsequently been amended, lastly by a 2015 Amendment, adopted by Resolution No. 15-284, on October 26, 2015; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA

All land and right-of-ways within the area beginning at the center point of the intersection of West Broadway and 13<sup>th</sup> Street, then north along the centerline of 13<sup>th</sup> Street to the intersection of 13<sup>th</sup> Street and Avenue A, then west along the centerline of Avenue A to the intersection of Avenue A and 20<sup>th</sup> Street, then south along the centerline of 20<sup>th</sup> Street to the alley, then west along the centerline of the alley to 25<sup>th</sup> Street, then north along the centerline of 25<sup>th</sup> Street to the intersection of 25<sup>th</sup> Street and Avenue A, then west along the centerline of Avenue A to the intersection of Avenue A and 26<sup>th</sup> Street, then south along the centerline of 26<sup>th</sup> Street to the alley, then west along the centerline of the alley to 34<sup>th</sup> Street, then north along the centerline of 34<sup>th</sup> Street to the intersection of 34<sup>th</sup> Street and Avenue A, then westerly along the centerline of Avenue A to the intersection of Avenue A and the I-480 ramp, then westerly to the I-480 and West Broadway intersection, then easterly from the I-480, West Broadway intersection to the intersection of I-480 ramp and 1<sup>st</sup> Avenue, then east along the south edge of the 1st Avenue R.O.W. to the Indian Creek R.O.W., then north along the Indian Creek R.O.W. to the point of beginning.

1988 AMENDMENT

Did not add or remove land

2001 AMENDMENT

Did not add or remove land

2002 AMENDMENT

Did not add or remove land

2014 AMENDMENT  
Did not add or remove land

2015 AMENDMENT AREA

All of the land and right-of-ways within the area beginning at the intersection of the north right-of-way line of Avenue A and the east right-of-way line of North 13<sup>th</sup> Street; thence south along the east right-of-way line of said North 13<sup>th</sup> Street 66 feet, more or less, to the north right-of-way line of Indian Creek; thence southerly along said north right-of-way line of Indian Creek to the south right-of-way line of 2<sup>nd</sup> Avenue; thence westerly along said south right-of-way line of 2<sup>nd</sup> Avenue 11,520 feet, more or less, to the east right-of-way line of Interstate 29; thence northerly along said east right-of-way line 1,170 feet, more or less, to a point on the north right-of-way line of Avenue 'A'; thence east along said north right-of-way line 12,136 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM:

All land and right-of-ways within the area beginning at the center point of the intersection of West Broadway and 13<sup>th</sup> Street, then north along the centerline of 13<sup>th</sup> Street to the intersection of 13<sup>th</sup> Street and Avenue 'A', then west along the centerline of Avenue 'A' to the intersection of Avenue 'A' and 20<sup>th</sup> Street, then south along the centerline of 20<sup>th</sup> Street to the alley, then west along the centerline of the alley to 25<sup>th</sup> Street, then north along the centerline of 25<sup>th</sup> Street to the intersection of 25<sup>th</sup> Street and Avenue 'A', then west along the centerline of Avenue 'A' to the intersection of Avenue 'A' and 26<sup>th</sup> Street, then south along the centerline of 26<sup>th</sup> Street to the alley, then west along the centerline of the alley to 34<sup>th</sup> Street, then north along the centerline of 34<sup>th</sup> Street to the intersection of 34<sup>th</sup> Street and Avenue 'A', then westerly along the centerline of Avenue 'A' to the intersection of Avenue 'A' and the I-480 ramp, then westerly to the I-480 and West Broadway intersection, then easterly from the I-480, West Broadway intersection to the intersection of I-480 ramp and 1<sup>st</sup> Avenue, then east along the south edge of the 1<sup>st</sup> Avenue R.O.W. to the Indian Creek R.O.W., then north along the Indian Creek R.O.W. to the point of beginning.

WHEREAS, City staff has caused there to be prepared a form of a 2021 Amendment to the Plan ("2021 Amendment" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed 2021 Amendment adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed 2021 Amendment subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed 2021 Amendment required by Section 403.5(2), Code of Iowa, as amended, shall be held on the June 22, 2001, in the Community Development Conference Room, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 9:00 A.M., and the Housing & Economic Development Manager, or her delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed 2021 Amendment, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE  
CITY OF COUNCIL BLUFFS, STATE OF IOWA AND ALL  
AFFECTED TAXING ENTITIES CONCERNING THE  
PROPOSED 2021 AMENDMENT TO THE WEST BROADWAY  
URBAN RENEWAL PLAN FOR THE CITY OF COUNCIL  
BLUFFS, STATE OF IOWA

The City of Council Bluffs, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 9:00 A.M. on June 22, 2001, in the Community Development Conference Room, City Hall, 209 Pearl Street, Council Bluffs, Iowa concerning a proposed 2021 Amendment to the West Broadway Urban Renewal Plan for the West Broadway Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Housing & Economic Development Manager, or her delegate, as the designated representative of the City of Council Bluffs, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed 2021 Amendment to the West Broadway Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Council Bluffs, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed 2021 Amendment before the City Council at its meeting which commences at 7:00 P.M. on July 12, 2021, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in The Daily Nonpareil, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:



(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED 2021 AMENDMENT TO THE WEST  
BROADWAY URBAN RENEWAL PLAN FOR AN URBAN  
RENEWAL AREA IN THE CITY OF COUNCIL BLUFFS,  
STATE OF IOWA

The City Council of the City of Council Bluffs, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on July 12, 2021 in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, to consider adoption of a proposed 2021 Amendment to the West Broadway Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Council Bluffs, State of Iowa.

The West Broadway Urban Renewal Area is generally described as follows:

ORIGINAL AREA

All land and right-of-ways within the area beginning at the center point of the intersection of West Broadway and 13<sup>th</sup> Street, then north along the centerline of 13<sup>th</sup> Street to the intersection of 13<sup>th</sup> Street and Avenue A, then west along the centerline of Avenue A to the intersection of Avenue A and 20<sup>th</sup> Street, then south along the centerline of 20<sup>th</sup> Street to the alley, then west along the centerline of the alley to 25<sup>th</sup> Street, then north along the centerline of 25<sup>th</sup> Street to the intersection of 25<sup>th</sup> Street and Avenue A, then west along the centerline of Avenue A to the intersection of Avenue A and 26<sup>th</sup> Street, then south along the centerline of 26<sup>th</sup> Street to the alley, then west along the centerline of the alley to 34<sup>th</sup> Street, then north along the centerline of 34<sup>th</sup> Street to the intersection of 34<sup>th</sup> Street and Avenue A, then westerly along the centerline of Avenue A to the intersection of Avenue A and the I-480 ramp, then westerly to the I-480 and West Broadway intersection, then easterly from the I-480, West Broadway intersection to the intersection of I-480 ramp and 1<sup>st</sup> Avenue, then east along the south edge of the 1st Avenue R.O.W. to the Indian Creek R.O.W., then north along the Indian Creek R.O.W. to the point of beginning.

2015 AMENDMENT AREA

All of the land and right-of-ways within the area beginning at the intersection of the north right-of-way line of Avenue A and the east right-of-way line of North 13<sup>th</sup> Street; thence south along the east right-of-way line of said North 13<sup>th</sup> Street 66 feet, more or less, to the north right-of-way line of Indian Creek; thence southerly along said north right-of-way line of Indian Creek to the south right-of-way line of 2<sup>nd</sup> Avenue; thence westerly along said south right-of-way line of 2<sup>nd</sup> Avenue 11,520 feet, more or less, to the east right-of-way line of Interstate 29; thence northerly along said east right-of-way line 1,170 feet, more or less, to a point on the north right-of-way line of Avenue 'A'; thence east along said north right-of-way line 12,136 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM:

All land and right-of-ways within the area beginning at the center point of the intersection of West Broadway and 13<sup>th</sup> Street, then north along the centerline of 13<sup>th</sup> Street to the intersection of 13<sup>th</sup> Street and Avenue 'A', then west along the centerline of Avenue 'A' to the intersection of Avenue 'A' and 20<sup>th</sup> Street, then south along the centerline of 20<sup>th</sup> Street to the alley, then west along the centerline of the alley to 25<sup>th</sup> Street, then north along the centerline of 25<sup>th</sup> Street to the intersection of 25<sup>th</sup> Street and Avenue 'A', then west along the centerline of Avenue 'A' to the intersection of Avenue 'A' and 26<sup>th</sup> Street, then south along the centerline of 26<sup>th</sup> Street to the alley, then west along the centerline of the alley to 34<sup>th</sup> Street, then north along the centerline of 34<sup>th</sup> Street to the intersection of 34<sup>th</sup> Street and Avenue 'A', then westerly along the centerline of Avenue 'A' to the intersection of Avenue 'A' and the I-480 ramp, then westerly to the I-480 and West Broadway intersection, then easterly from the I-480, West Broadway intersection to the intersection of I-480 ramp and 1<sup>st</sup> Avenue, then east along the south edge of the 1<sup>st</sup> Avenue R.O.W. to the Indian Creek R.O.W., then north along the Indian Creek R.O.W. to the point of beginning.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Council Bluffs, Iowa.

The City of Council Bluffs, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further blight remediation of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed 2021 Amendment would add and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Council Bluffs, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

Section 5. That the proposed 2021 Amendment, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed 2021 Amendment referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 14<sup>th</sup> day of June, 2021.

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Mayor

ATTEST:

---

City Clerk

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

ATTACH THE AMENDMENT  
LABELED AS EXHIBIT 1 HERE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

(SEAL)

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## Council Communication

Department: Community

Development

Case/Project No.:

Submitted by: Courtney Harter,

HED Manager

Resolution 21-178

ITEM 3.H.

Council Action: 6/14/2021

### Description

Resolution setting a public hearing for July 12, 2021 at 7:00 p.m. on the proposal to enter into a purchase, sale and development agreement with 34th and 1st Holdings, LLC

### Background/Discussion

See attached resolution.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Notice of Public Hearing	Other	6/8/2021
Certificate of Publishers Affidavit	Other	6/8/2021
Development Agreement	Agreement	6/9/2021
Resolution 21-178	Resolution	6/8/2021

**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA,  
ON THE MATTER OF THE PROPOSAL TO ENTER INTO A  
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT  
WITH 34TH AND 1ST HOLDINGS, LLC, AND THE HEARING  
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing on July 12, 2021, at 7:00 P.M. in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Purchase, Sale, and Development Agreement (the "Agreement") with 34th and 1st Holdings, LLC (the "Developer").

Pursuant to the terms of the Agreement, the City would agree to sell to the Developer certain City-owned real property located within the West Broadway Urban Renewal Area (the "Development Property"), which purchase the City would finance through a forgivable loan made by the City to the Developer in the amount of \$1,870,000. The Agreement would require the Developer to construct certain multi-residential structures in three phases (respectively the "Phase I Improvements", "Phase II Improvements", and "Phase III Improvements", and collectively the "Minimum Improvements"), together with all related site improvements, on the Development Property.

The Agreement further proposes that the City will make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer consisting of 80% of the Phase I Tax Increments from the Phase I Improvements, that the City will make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer consisting of 80% of the Phase II Tax Increments from the Phase II Improvements, and that the City will make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer consisting of 80% of the Phase III Tax Increments from the Phase III Improvements under the terms and following satisfaction of the conditions set forth in the Agreement. Pursuant to the terms and conditions of the Agreement, the cumulative total for the Blight Remediation Grants shall not exceed: (i) \$3,500,000 if only the Phase I Improvements are completed in accordance with the terms of the Agreement; (ii) \$6,500,000 if only the Phase I Improvements and Phase II Improvements are completed in accordance with the terms of the Agreement; or (iii) \$10,000,000 if the Phase I Improvements, Phase II Improvements, and Phase III Improvements are completed in accordance with the terms of the Agreement.

The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$36,873,140, pursuant to the terms set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Council Bluffs, Iowa.



At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Council Bluffs in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs in the State of  
Iowa

(End of Notice)

01897364-1\10342-153

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

NOTICE OF PUBLIC HEARING

\_\_\_\_\_, 2021.

WITNESS my official signature at Council Bluffs, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF COUNCIL BLUFFS, IOWA

AND

34TH AND 1ST HOLDINGS, LLC, an Iowa domestic limited liability company

\_\_\_\_\_, 2021

AGREEMENT FOR  
PRIVATE DEVELOPMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called “Agreement”), is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (hereinafter called “City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (hereinafter called “Urban Renewal Act”) and 34TH AND 1ST HOLDINGS, LLC, an Iowa domestic limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of a blighted area in the City and, in this connection, by Resolution No. 87-570 in 1987 approved and adopted the West Broadway Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as the West Broadway Urban Renewal Area (the “Area” or “Urban Renewal Area”), which Plan, as amended, is on file in the office of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, the City owns certain real property located within the Urban Renewal Area consisting of a north portion located at the southeast corner of West Broadway and 34th Street, approximately 3 acres in size, and a south portion located between 32nd and 34th Streets, on the north side of 2nd Avenue, approximately 5.5 acres in size, as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Plan provides for, among other things, the disposition of properties for development or redevelopment as an urban renewal project; and

WHEREAS, in response to the City’s Request for Proposals to purchase and develop the Development Property into multi-family or mixed-use housing, the Developer submitted a proposal to purchase and develop the Development Property in multiple phases; and

WHEREAS, the Developer is willing to cause a mixed-use residential and commercial development project to be constructed on the Development Property; and

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

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

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

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

Blight Remediation Grants or Grants mean the payments from Tax Increment to be made by the City to the Developer under Article VIII of this Agreement.

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

Certificate of Occupancy means a certificate allowing occupancy within the Minimum Improvements issued by the proper governmental authority with jurisdiction thereover. A Certificate of Occupancy shall mean a final Certificate of Occupancy; provided that, upon the written approval of the City, not to be unreasonably withheld or delayed, a partial or temporary Certificate of Occupancy shall meet the definition herein provided and any deadlines or conditions related thereto so long as Developer diligently pursues a final Certificate of Occupancy for the Minimum Improvements.

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

Code means the Code of Iowa, 2021, as amended.

Commencement Date means the date of this Agreement.

Commercial Space means the approximately 17,400 square feet of building space intended for commercial use to be constructed as part of the Minimum Improvements. Developer may, with the written approval of City staff, which approval shall not be unreasonably withheld, decrease the amount of square footage of Commercial Space or substitute additional dwelling units based on the market conditions at the time of construction. The parties will work together in good faith to determine the alternative use of the square footage consistent with City ordinances, plans and policies.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by Developer on the Development Property referred to in Article IV.

County means the County of Pottawattamie, Iowa.

Developer means 34th and 1st Holdings, LLC, an Iowa domestic limited liability company, and its permitted successors and assigns.

Development Property means that portion of the West Broadway Urban Renewal Area of the City, made up of distinct subareas which may be referred to as the Phase I Property, Phase II Property, and Phase III Property, as more particularly described in Exhibit A hereto.

Event of Default means any of the events described in Section 11.1 of this Agreement.

First Mortgage means any mortgage(s) or security agreement(s) in which the Developer has granted a mortgage(s) or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon, granted to secure any loan made pursuant to either a mortgage commitment(s) obtained by the Developer from a commercial lender(s) or other financial

institution(s) to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements, or all such mortgages as appropriate.

Homebuyer means the person or persons who buy or rent a completed Housing Unit on the Development Property.

Housing Unit means each dwelling unit constructed as part of the Minimum Improvements.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

34th and 1st Holdings, LLC TIF Account means a separate account within the West Broadway Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and Development Property.

Minimum Actual Value means the minimum actual value of the Minimum Improvements on the Development Property (buildings value only) as set forth in the Minimum Assessment Agreement (Exhibit E).

Minimum Assessment Agreement means the minimum assessment agreement in the form of Exhibit E attached hereto.

Minimum Improvements means the Housing Units, Commercial Space, and related site improvements to be constructed in phases by Developer on the Development Property, as more particularly described in Exhibits B and B-1 to this Agreement.

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

Ordinance means the Ordinance of the City under which the taxes levied on the taxable portion of the Development Property shall be divided and a portion paid into the West Broadway Urban Renewal Area Tax Increment Revenue Fund.

Phase I Improvements means that portion of the Minimum Improvements constructed on the portion of the Development Property described as the Phase I Property, as more particularly described in Exhibits B and B-1.

Phase II Improvements means that portion of the Minimum Improvements constructed on the portion of the Development Property described as the Phase II Property, as more particularly described in Exhibits B and B-1.

Phase III Improvements means that portion of the Minimum Improvements constructed on the portion of the Development Property described as the Phase III Property, as more particularly described in Exhibits B and B-1.

Project shall mean the construction of the Minimum Improvements and the lease and/or sale of the Housing Units and Commercial Space, as described in this Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the 34th and 1st Holdings, LLC TIF Account of the West Broadway Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; epidemics or pandemics recognized by the World Health Organization affecting the parties thereof; loss of malfunction of utilities, computer or telephone communication service, or similar technology or services for more than thirty days; inability of the parties to obtain labor, material, equipment or transportation necessary to the Project; litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Area shall mean the area known as the West Broadway Urban Renewal Area.

Urban Renewal Plan means the West Broadway Urban Renewal Plan, as amended, approved in respect of the West Broadway Urban Renewal Area, described in the preambles hereof.

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

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever



nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing, nor do they conflict with or contravene any laws, order, rule or regulation applicable to the City.

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

d. City owns the Development Property in fee title, subject to encumbrances of record, and the conveyance of the Development Property from City to Developer, as provided for in this Agreement and any other documents, instruments and agreements now or hereafter to be executed and delivered by City pursuant to this Agreement are within the power of City and have been duly authorized by all necessary or proper action.

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

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

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

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

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

e. The Developer shall cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all applicable local, State, and federal laws and regulations.

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

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

h. The Developer will exercise commercially reasonable efforts to obtain firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with this Agreement.

i. The Developer expects that, barring Unavoidable Delays, each phase of the Minimum Improvements shall be complete on or before the respective dates set forth in Exhibit B; provided that such date may be extended upon the mutual written agreement of the Developer and the City. For purposes of this Agreement, the Minimum Improvements shall be deemed “complete” or “completed” upon Developer’s receipt of a Certificate of Occupancy for the Minimum Improvements.

j. It is anticipated that the construction of the Minimum Improvements will require a total investment of approximately \$36,873,140.

k. The Developer would not undertake its obligations under this Agreement without the potential for payment by the City of the Blight Remediation Grants being made to the Developer pursuant to this Agreement.

### ARTICLE III. SALE AND PURCHASE OF DEVELOPMENT PROPERTY

Section 3.1. Conditions Precedent to Transfer. The City’s obligation to transfer title and possession of the Development Property to Developer at Closing, and Developer’s obligation to pay the Purchase Price, shall be subject to satisfaction of the following conditions precedent:

a. The Developer is in material compliance with all of the terms of this Agreement;

b. There has not been a substantial change for the worse in the financial resources and ability of the Developer, or a substantial decrease in the financing commitments secured by the Developer for construction of the Minimum Improvements, which change(s) make it likely, in the reasonable judgment of the City, that the Developer will be unable to fulfill its covenants and obligations under this Agreement; and

c. The City and Developer have executed the Minimum Assessment Agreement, any Development Property lienholders have provided their consent to the Minimum Assessment Agreement, and the County Assessor has completed the certification to the Minimum Assessment Agreement.

Section 3.2. Transfer of Development Property. For the purchase price of \$1,870,000.00 (the “Purchase Price”) and other consideration, including the obligations being assumed by the Developer under this Agreement, the City agrees to sell, and the Developer agrees to purchase, the Development Property, including all improvements, streets, alleys, right-of-way and other appurtenances thereto, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 364.7 of the Iowa Code. The Purchase Price shall be financed by the City and payable by the Developer in the form of the Forgivable Loan from the City to the Developer, as detailed in Section 3.3 below. The Developer shall not be required to issue payment to the City for the Purchase Price of the Development Property prior to transfer of the Development Property but shall instead execute a Promissory Note as described below. City and Developer agree that the Purchase Price is the fair market as-appraised value of the Development Property, pursuant to an appraisal of the Development Property prepared by Mitchell & Associates, Inc., dated January 15, 2019 (File #00190018), in the possession of both City and Developer.

Section 3.3. Forgivable Loan; Promissory Note.

a. For and in consideration of the obligations being assumed by the Developer hereunder, the City agrees to make a forgivable loan to the Developer in the amount of One Million Eight Hundred Seventy Thousand and 00/100 Dollars (\$1,870,000.00) (the “Forgivable Loan”) at Closing to be used for the purpose of paying the Purchase Price, subject to the following terms and conditions:

i. City and Developer shall have executed this Agreement;

ii. Developer shall have executed a promissory note in an amount equal to the amount of the Forgivable Loan (the “Promissory Note”), in the form attached hereto and incorporated herein as Exhibit H; and

iii. No Event of Default under this Agreement shall have occurred and be continuing past applicable cure periods.

b. The City shall forgive the Forgivable Loan pursuant to the schedule set forth in subsection (c), below, subject to and conditioned upon satisfaction of the following conditions:

i. Developer’s completion of construction of the Minimum Improvements by the dates set forth in Exhibit B, subject to Unavoidable Delays, consistent with this Agreement, including the issuance of a certificate of occupancy for the same; and

ii. Developer shall have timely paid all property taxes that are due and owing on the Development Property; and

iii. No Event of Default under this Agreement shall have occurred and be continuing past applicable cure periods.

c. Subject to Developer's satisfaction of the conditions set forth in subsection (b), above, the Forgivable Loan shall be forgiven, and the balance of the Promissory Note reduced, pursuant to the following schedule:

i. 38% of the Forgivable Loan, or \$710,600, shall be forgiven upon Developer's receipt of a Certificate of Occupancy from the City for the Phase I Minimum Improvements.

ii. 25% of the Forgivable Loan, or \$467,500, shall be forgiven upon Developer's receipt of a Certificate of Occupancy from the City for the Phase II Minimum Improvements.

iii. 37% of the Forgivable Loan, or \$691,900, shall be forgiven upon Developer's receipt of a Certificate of Occupancy from the City for the Phase III Minimum Improvements.

d. Upon occurrence of an Event of Default that is not cured in the 30-day period provided for in Section 11.1, if the Forgivable Loan has not yet been forgiven and the Promissory Note has not yet been cancelled, in addition to all other remedies available to City in Section 11.2, the City may immediately demand repayment of the Forgivable Loan and the entire outstanding balance of the Promissory Note that the City has not yet forgiven will become immediately due and payable thirty (30) days after the City gives written notice to the Developer of such demand for repayment. In the event the City accelerates the debt secured by the Promissory Note as provided above, and the Developer fully and timely satisfies repayment of such debt, the Developer shall retain fee simple title to the Development Property without further obligation under the Promissory Note. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due.

e. The Promissory Note shall be terminated and cancelled upon forgiveness of the Forgivable Loan. City and Developer shall amend the Promissory Note in accordance with the schedule provided in subsection (c), above, to reflect the remaining amount owed under the Forgivable Loan. Should the Developer fail to qualify for forgiveness of the Forgivable Loan in whole, the entire outstanding balance of the Promissory Note will become immediately due and payable thirty (30) days after the City gives written notice to the Developer of such failure to qualify for loan forgiveness. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due. Following the Developer's full satisfaction of the Promissory Note, the City shall provide, within thirty (30) days upon receipt of the written request of the Developer, an instrument executed by City evidencing termination and cancellation of the Forgivable Loan and Promissory Note. In the event the City accelerates the debt secured by the Promissory Note as provided above, and the Developer fully and timely satisfies repayment of such debt, the Developer shall retain fee simple title to the Development Property without further obligation under the Promissory Note, Forgivable Loan or this Agreement.

#### Section 3.4. Due Diligence Period and Closing.

a. Within ninety (90) days after the Commencement Date, Developer may, at its sole cost and expense, conduct due diligence to assess the legal and physical condition of the Development Property, including, without limitation, conducting physical inspections and environmental studies on the Development Property, procuring a title report or commitment for the Development Property, and procuring a survey of the Development Property. If such due diligence reveals, in Developer's sole and absolute discretion, conditions that inhibit Developer's ability to construct the Minimum Improvements or carry out its obligations under this Agreement, Developer shall provide written notice to City detailing such conditions. Within fifteen (15) days after receipt of such written notice, City shall respond via written notice to Developer whether and how such conditions can be cured prior to Closing. If any such conditions cannot be cured prior to Closing, or if the actions required to cure such conditions are unduly burdensome, costly or time-intensive, in Developer's sole and absolute discretion, Developer may terminate this

Agreement via written notice to City without further rights, liabilities, or obligations of City or Developer under this Agreement.

b. The City's obligation to transfer title of the Development Property to Developer, and Developer's obligation to pay the Purchase Price to the City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before [REDACTED] (the "Closing Date"). Possession of the Development Property ("Possession") shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to the City's possession shall be made as of the date of Possession. Developer shall pay the Purchase Price to the City by check or wire transfer at the Closing (subject to prorations, reductions, and credits as provided below). The transfer shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the Development Property in the form attached hereto as Exhibit D, the filing of all title transfer documents, and the City's receipt of all funds due at the Closing Date from Developer under this Agreement ("Closing"). All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

### Section 3.5. Real Estate Taxes and Special Assessments.

a. The Development Property is currently tax-exempt while owned by the City; therefore, there will be no proration or credit of real estate taxes at Closing and Developer shall be responsible for all taxes post-Closing, if any; and

b. All special assessments, if any, assessed post-Closing shall be paid by Developer.

Section 3.6. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. The City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing, in Developer's discretion. In the event of substantial damage or destruction prior to the Closing, the City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, subject to Unavoidable Delays, and Developer shall complete the Closing, provided that such insurance proceeds are sufficient to reconstruct and return the Development Property to a condition substantially similar to that prior to the casualty event, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. Developer shall bear the risk of loss or damage to: (i) any improvements undertaken or caused by Developer on the Development Property prior to Closing, and (ii) the Development Property after the Closing.

Section 3.7. Condition of Property; Care and Maintenance. The Developer agrees to take the Development Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, the City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Notwithstanding anything herein to the contrary, Developer hereby waives all claims against the City as to the condition of the Development Property. Developer agrees to indemnify, release, defend, and hold harmless the City for all claims, damages, or costs relating to the Development Property that arise after the date of Closing. This Section shall survive the Closing. Such release shall not include claims,

damages, costs or other liabilities that arise directly out of the gross negligence or willful misconduct of the Indemnified Parties.

Section 3.8. Abstract and Title. The City shall provide an abstract of title for the Development Property, continued through a date continued to and including the date of this Agreement, and deliver it to Developer for examination, which shall become the property of Developer upon Closing. Such abstract of title shall show merchantable title in the City in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 3.9. Survey and Platting. Developer may, at Developer's expense prior to Closing, have the Development Property surveyed and certified by a Registered Land Surveyor. Developer shall be responsible for all surveys and platting of the Development Property after Closing, if any.

Section 3.10. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.11. Environmental Matters. At Closing, the City will file with the County Recorder's Office a properly executed Groundwater Hazard Statement to the extent required by law. Developer takes the Development Property "As Is" with respect to any environmental matters. The City makes no representation or warranties as to the environmental condition of the Development Property. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date and that were not caused directly or indirectly by the City. This Section shall survive Closing. Provided, however, such release shall not be deemed to include loss or damage that arises directly out of the gross negligence or intentional misconduct of City.

Section 3.12. Deed Restriction. Developer acknowledges and agrees that the City is selling the Development Property to Developer on the condition that it be developed for the Minimum Improvements as described in this Agreement, in accordance with all terms of this Agreement. Developer agrees that, until the Termination Date, the Development Property shall be substantially used for the commercial and residential purposes of the Minimum Improvements described in this Agreement. This entire Section shall survive Closing.

Section 3.13. Reversionary Right.

a. As security for completion of the Minimum Improvements, the City shall hold a right of reversion in the Phase I Property, Phase II Property, and Phase III Property portions of the Development Property (the "Reversionary Right"). The City shall hold the Reversionary Right for each Phase portion of the Development Property until the Developer has completed construction of the respective Phase of the Minimum Improvements on the particular Phase portion of the Development Property. Upon issuance

of a Certificate of Occupancy for the particular Phase of the Minimum Improvements, the City shall record a release of its Reversionary Right with respect to the corresponding Phase portion of the Development Property, using the form attached hereto as Exhibit G. Accordingly, it is anticipated that the City's Reversionary Right will be released at different times with respect to the Phase I Property, the Phase II Property, and the Phase III Property.

b. Prior to the release of the City's Reversionary Right with respect to any portion of the Development Property, the City may exercise its Reversionary Right, in its reasonable discretion, if: (i) Developer has not completed construction of a Phase of Minimum Improvements on the corresponding portion of the Development Property by the respective deadline set forth in Exhibit B, subject to Unavoidable Delays; provided, however, that the City and the Developer may agree to amend or extend such deadlines as set forth in this Agreement; or (ii) Developer otherwise commits an Event of Default, subject to any applicable cure periods, under this Agreement, as defined in Section 11.1. If one of the above conditions occurs, then the City shall automatically be entitled to exercise the City's Reversionary Right to reacquire title to any portion of the Development Property that has not been released from the Reversionary Right.

c. To exercise the Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within sixty (60) days of the City providing notice to the Developer of an Event of Default under this Agreement, and record such notice with the County Recorder of deeds, in which case title to the entirety of the Development Property that has not been released from this Reversionary Right shall automatically revert to the City as of the date of the recording of the notice at no cost to the City. Upon request from the City, within sixty (60) days of the City's request, Developer shall obtain and record, at no cost to the City, releases of all mortgages or liens on the Development Property (excepting any portion of the Development Property that has been previously released from the Reversionary Right) and shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of its rights under this Section, including without limitation, the execution of appropriate deeds and other documents. Notwithstanding the foregoing, the City's reversionary rights for all Phases shall terminate automatically upon the Termination Date, except that any such rights shall continue with respect to any and all Phases for which the City has already begun the process to exercise its reversionary rights under this Section 3.13. This provision shall survive the Closing.

#### ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, PROPERTY TAXES

##### Section 4.1. Construction of Minimum Improvements.

a. The Developer agrees that it will cause the Minimum Improvements to be constructed in conformance with the terms of this Agreement and all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits.

b. The Developer agrees that, subject to Unavoidable Delays, each Phase of the Minimum Improvements shall be completed by the respective date set forth in Exhibit B, unless otherwise extended. Time lost as a result of Unavoidable Delays shall be added to extend the dates set forth in Exhibit B by a number of days equal to the number of days lost as a result of Unavoidable Delays. The Developer



acknowledges and agrees that failure to complete the Phase I Improvements in accordance with the terms of this Agreement shall constitute an Event of Default with respect to all Phases of the Minimum Improvements, and furthermore, that failure to complete any Phase of the Minimum Improvements in accordance with the terms of this Agreement shall constitute an Event of Default with respect to all subsequent Phases of the Minimum Improvements.

c. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement, including but not limited to the description and depictions in Exhibit B attached hereto.

d. The Developer agrees that it shall permit designated representatives of the City, upon at least twenty-four (24) hours notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof. To the greatest extent provided under the law, City shall indemnify and hold harmless Developer for any damages, claims, liabilities or injuries caused by an employee or agent of the City that occurs during any City inspection.

Section 4.2. Construction Plans. A preliminary description and depictions of the Minimum Improvements are provided in Exhibit A and Exhibit A-1 attached hereto. Upon City's approval of the Construction Plans, as provided below, such approved Construction Plans shall automatically replace and supersede the preliminary description and depictions set forth in Exhibit A and Exhibit A-1. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by City as provided in this Section 4.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. Within thirty (30) days of Developer's provision of the Construction Plans to City, City shall administratively approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by City with respect to any building, fire, zoning or other ordinances or regulations of City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official. If City does not approve of the Construction Plans, City shall, within thirty (30) days of City's receipt of the Construction Plans, provide Developer with written notice of City's non-acceptance, and such notice shall detail all reasons for City's non-acceptance. Upon receipt of City's written notice of non-acceptance, Developer shall revise the Construction Plans in accordance with City's comments and resubmit revised Construction Plans to City, and the approval process for the Construction Plans detailed in this Section 4.2 shall begin anew.

Approval of the Construction Plans by City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws,

ordinances and regulations, nor shall approval of the Construction Plans by City be deemed to constitute a waiver of any Event of Default.

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

Section 4.3 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 4.4. Certificate of Completion. Upon written request of Developer after issuance of a final certificate of occupancy for the Minimum Improvements for a particular Phase, City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit G attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements for that Phase.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 4.4, City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the reasonable opinion of City, for Developer to take or perform in order to obtain such Certificate of Completion. If Developer completes City's requested measures or acts it deems necessary within a reasonable time after receiving City's notice, City shall promptly issue a Certificate of Completion to Developer.

Section 4.5. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by Developer. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date

The Developer's obligations in this Section 4.5 shall cease to apply with respect to any Housing Unit for which ownership is conveyed by Developer to a Homebuyer, or with respect to any portion of the Development Agreement and Minimum Improvements that Developer conveys to a third party in compliance with this Agreement.

#### Section 4.6. Minimum Assessment Agreement.

a. As further consideration for this Agreement, Developer shall execute, contemporaneous with the Closing, a Minimum Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Values for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit E ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, the Assessor, the holder of any Mortgage and all prior lienholders shall agree to a Minimum Actual Value for the Phase I Improvements, Phase II Improvements, and Phase III Improvements (building value only), pursuant to the following table:

<b>Legal Description</b>	<b>To Be Assessed Upon Completion, But No Later Than the Following Date:</b>	<b>Phase of Improvements</b>	<b>Minimum Actual Values (building value only):</b>
PHASE I PROPERTY: Lot 1 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2024	<b>Phase I Improvements – Multi-Residential Apartments Portion</b>	\$10,473,337
		<b>Phase I Improvements – Townhome Portion</b>	\$3,442,066
PHASE II PROPERTY: Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2025	<b>Phase II Improvements – Commercial Portion</b>	\$3,225,977
		<b>Phase II Improvements – Multi-Residential Apartments Portion</b>	\$6,115,085
PHASE III PROPERTY: Lot 3 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2026	<b>Phase III Improvements - Multi-Residential Apartments Portion</b>	\$10,473,337
		<b>Phase III Improvements - Townhome Portion</b>	\$3,143,338
		<b>TOTAL</b>	<b>\$36,873,140</b>

Such minimum actual values at the time applicable is herein referred to as the "Assessor's Minimum Actual Values."

b. Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign actual values to the Buildings on the Development Property in excess of such Assessor's Minimum Actual Values nor prohibit Developer from seeking through the exercise of legal or administrative remedies a

reduction in such actual values for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual values below the Assessor's Minimum Actual Values in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until it terminates in accordance with its terms. The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or parts thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer of any portion of the Development Property, as well as all prior lienholders and the holder of any Mortgage, each of which shall sign a consent to the Minimum Assessment Agreement. Developer shall obtain from each purchaser of any portion of the Development Property an acknowledgment of, and consent to, the Assessment Agreement in the form of Exhibit E. Developer shall ensure that any existing lienholder shall sign a written consent to the Minimum Assessment Agreement in a form satisfactory to the City.

## ARTICLE V. INSURANCE

### Section 5.1. Insurance Requirements.

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

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence.

iii. Workers' compensation insurance that, at a minimum, meets statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date (excepting any portion of the Minimum Improvements no longer owned by Developer), Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer (as applicable to the specific policy), and Developer, as applicable, will forthwith repair, reconstruct, and restore the

Minimum Improvements (excepting any portion of the Minimum Improvements no longer owned by Developer) to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements (excepting any portion of the Minimum Improvements no longer owned by Developer), whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

## ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep the Development Property (for so long as it is owned by Developer), in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Furthermore, the Developer shall maintain right of ways, sidewalks, and other public property adjacent to the Development Property, consistent with City ordinances and regulations.

Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property for which title is conveyed to a Homebuyer or a third party in accordance with the terms of this Agreement.

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

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

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

Section 6.5. Available Information. Upon written request from the City, Developer shall within a reasonable time provide the City with copies of information requested by City that are reasonably related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6. No Abatement and Notice of Minimum Assessment Agreement. Homebuyers who purchase Housing Units on the Development Property and entities that purchase any portion of the Commercial Space are not eligible for tax abatement under any Urban Revitalization Plan or any other State, federal or local law, and shall obtain the Housing Unit subject to the terms of the Minimum Assessment Agreement described in Section 4.3. Developer shall inform all such prospective purchasers of this information in writing prior to the sale of any Housing Unit or portion of the Commercial Space

on the Development Property and secure a receipt from all such prospective purchasers that they received such information prior to the sale in the form of Exhibit F.

## ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement with respect to the portion of the Development Property being transferred and (ii) the City consents thereto in writing in advance thereof, which the City shall not unreasonably withhold, delay or condition; provided City's consent shall not be required for any transfer or assignment of its interest in the Development Property or this Agreement to an affiliated entity that is controlled or managed by Developer so long as Developer provides prior written notice to City of such transfer or assignment.

Notwithstanding the forgoing, or any other provisions of this Agreement, Developer may:

- a. Transfer or convey its interests in distinct Housing Units and corresponding portions of the Development Property to Homebuyers; and
- b. Pledge any and/or all of its assets as security to finance the construction of the Minimum Improvements, and the City agrees that Developer may assign its interest in the Blight Remediation Grants for such purpose, provided Developer remains responsible for performing or satisfying all of the covenants, obligations, and agreements in this Agreement.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to the City to be used by the City for public infrastructure, parks, trails or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## ARTICLE VIII. BLIGHT REMEDIATION GRANTS

Section 8.1. Blight Remediation Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement at the time of each payment (subject to all applicable cure periods), to make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer for each Phase of Minimum Improvements completed on the Development Property,

under the following terms and conditions.

a. Schedule of Grants. The Blight Remediation Grants for each Phase of Minimum Improvements shall be paid according to the following schedules and formulas, provided that Developer remains in compliance with the terms of this Agreement and becomes entitled to the Grants for such Phase. Under no circumstances shall the failure by Developer to qualify for a Blight Remediation Grant in any year serve to extend the term of this Agreement beyond the Termination Date, or extend the years during which Blight Remediation Grants may be awarded, or increase the total amount thereof; it being the intent of parties hereto to provide Developer with an opportunity to receive Blight Remediation Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(c).

i. Phase I Improvements. Assuming completion of Phase I Improvements by December 31, 2023, full assessment of Phase I Improvements on January 1, 2024, debt certification to the Auditor by the City prior to December 1, 2024, the Blight Remediation Grants for Phase I Improvements shall commence on June 1, 2026, and end on June 1, 2042, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2026	80% of Tax Increments for Phase I Improvements for Fiscal Year 25-26
June 1, 2027	80% of Tax Increments for Phase I Improvements for Fiscal Year 26-27
June 1, 2028	80% of Tax Increments for Phase I Improvements for Fiscal Year 27-28
June 1, 2029	80% of Tax Increments for Phase I Improvements for Fiscal Year 28-29
June 1, 2030	80% of Tax Increments for Phase I Improvements for Fiscal Year 29-30
June 1, 2031	80% of Tax Increments for Phase I Improvements for Fiscal Year 30-31
June 1, 2032	80% of Tax Increments for Phase I Improvements for Fiscal Year 31-32
June 1, 2033	80% of Tax Increments for Phase I Improvements for Fiscal Year 32-33
June 1, 2034	80% of Tax Increments for Phase I Improvements for Fiscal Year 33-34
June 1, 2035	80% of Tax Increments for Phase I Improvements for Fiscal Year 34-35
June 1, 2036	80% of Tax Increments for Phase I Improvements for Fiscal Year 35-36
June 1, 2037	80% of Tax Increments for Phase I Improvements for Fiscal Year 36-37
June 1, 2038	80% of Tax Increments for Phase I Improvements for Fiscal Year 37-38
June 1, 2039	80% of Tax Increments for Phase I Improvements for Fiscal Year 38-39
June 1, 2040	80% of Tax Increments for Phase I Improvements for Fiscal Year 39-40
June 1, 2041	80% of Tax Increments for Phase I Improvements for Fiscal Year 40-41
June 1, 2042	80% of Tax Increments for Phase I Improvements for Fiscal Year 41-42

ii. Phase II Improvements. Assuming completion of Phase II Improvements by December 31, 2024, full assessment of Phase II Improvements on January 1, 2025, debt certification to the Auditor by the City prior to December 1, 2025, the Blight Remediation Grants for Phase II Improvements shall commence on June 1, 2027, and end on June 1, 2043, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2027	80% of Tax Increments for Phase II Improvements for Fiscal Year 26-27
June 1, 2028	80% of Tax Increments for Phase II Improvements for Fiscal Year 27-28
June 1, 2029	80% of Tax Increments for Phase II Improvements for Fiscal Year 28-29
June 1, 2030	80% of Tax Increments for Phase II Improvements for Fiscal Year 29-30
June 1, 2031	80% of Tax Increments for Phase II Improvements for Fiscal Year 30-31
June 1, 2032	80% of Tax Increments for Phase II Improvements for Fiscal Year 31-32

June 1, 2033	80% of Tax Increments for Phase II Improvements for Fiscal Year 32-33
June 1, 2034	80% of Tax Increments for Phase II Improvements for Fiscal Year 33-34
June 1, 2035	80% of Tax Increments for Phase II Improvements for Fiscal Year 34-35
June 1, 2036	80% of Tax Increments for Phase II Improvements for Fiscal Year 35-36
June 1, 2037	80% of Tax Increments for Phase II Improvements for Fiscal Year 36-37
June 1, 2038	80% of Tax Increments for Phase II Improvements for Fiscal Year 37-38
June 1, 2039	80% of Tax Increments for Phase II Improvements for Fiscal Year 38-39
June 1, 2040	80% of Tax Increments for Phase II Improvements for Fiscal Year 39-40
June 1, 2041	80% of Tax Increments for Phase II Improvements for Fiscal Year 40-41
June 1, 2042	80% of Tax Increments for Phase II Improvements for Fiscal Year 41-42
June 1, 2043	80% of Tax Increments for Phase II Improvements for Fiscal Year 42-23

iii. Phase III Improvements. Assuming completion of Phase III Improvements by December 31, 2025, full assessment of Phase III Improvements on January 1, 2026, debt certification to the Auditor by the City prior to December 1, 2026 the Blight Remediation Grants for Phase III Improvements shall commence on June 1, 2028, and end on June 1, 2044, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2028	80% of Tax Increments for Phase III Improvements for Fiscal Year 27-28
June 1, 2029	80% of Tax Increments for Phase III Improvements for Fiscal Year 28-29
June 1, 2030	80% of Tax Increments for Phase III Improvements for Fiscal Year 29-30
June 1, 2031	80% of Tax Increments for Phase III Improvements for Fiscal Year 30-31
June 1, 2032	80% of Tax Increments for Phase III Improvements for Fiscal Year 31-32
June 1, 2033	80% of Tax Increments for Phase III Improvements for Fiscal Year 32-33
June 1, 2034	80% of Tax Increments for Phase III Improvements for Fiscal Year 33-34
June 1, 2035	80% of Tax Increments for Phase III Improvements for Fiscal Year 34-35
June 1, 2036	80% of Tax Increments for Phase III Improvements for Fiscal Year 35-36
June 1, 2037	80% of Tax Increments for Phase III Improvements for Fiscal Year 36-37
June 1, 2038	80% of Tax Increments for Phase III Improvements for Fiscal Year 37-38
June 1, 2039	80% of Tax Increments for Phase III Improvements for Fiscal Year 38-39
June 1, 2040	80% of Tax Increments for Phase III Improvements for Fiscal Year 39-40
June 1, 2041	80% of Tax Increments for Phase III Improvements for Fiscal Year 40-41
June 1, 2042	80% of Tax Increments for Phase III Improvements for Fiscal Year 41-42
June 1, 2043	80% of Tax Increments for Phase III Improvements for Fiscal Year 42-43
June 1, 2044	80% of Tax Increments for Phase III Improvements for Fiscal Year 43-44

b. Calculation. Each annual payment shall be equal in amount to the above percentages of the applicable Tax Increments collected by the City with respect to the applicable portion of the Minimum Improvements (building value only) under the terms of the Ordinance and deposited into the West Broadway Urban Renewal Area Tax Increment Revenue Fund (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article.

c. Aggregate Maximum for Blight Remediation Grants. If Developer completes the Phase I Improvements in accordance with the terms and conditions of this Agreement, then the aggregate amount



of Blight Remediation Grants that may be paid to Developer under this Section 8.1 shall not exceed the lesser of: (i) the amount of available Tax Increments under the formula and schedule set forth in Section 8.1(a)(i) or (ii) \$3,500,000; provided however, that if Developer completes additional Phases in accordance with the terms and conditions of this Agreement, then the aggregate amount of Blight Remediation Grants shall increase as follows:

i. If Developer completes the Phase I Improvements and Phase II Improvements in accordance with the terms and conditions of this Agreement, then the maximum aggregate amount of Blight Remediation Grants payable under this Agreement shall be the lesser of: (i) the amount of available Tax Increments under the formulas and schedules set forth in Section 8.1(a), or (ii) \$6,500,000.

ii. If Developer completes the Phase I Improvements, Phase II Improvements, and Phase III Improvements in accordance with the terms and conditions of this Agreement, then the maximum aggregate amount of Blight Remediation Grants payable under this Agreement shall be the lesser of: (i) the amount of available Tax Increments under the formulas and schedules set forth in Sections 8.1(a), or (ii) \$10,000,000.

It is further agreed and understood that each Blight Remediation Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Development Property, the City makes no representation with respect to the amounts that may finally be paid to the Developer, and in no event shall Developer be entitled to receive more than calculated under the formulas set forth in this Section 8.1, even if the applicable aggregate maximum as set forth above is not met.

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

e. Conditions Precedent. Notwithstanding the provisions of Sections 8.1(a) above, the obligation of the City to make a Blight Remediation Grant in any year shall be subject to and conditioned upon all of the following:

i. Developer's compliance with the terms of this Agreement by Developer at the time of payment.

ii. Developer's phased completion of the Phase I Improvements, Phase II Improvements, and Phase III Improvements as set forth in Exhibit B and consistent with the terms of this Agreement. For the avoidance of doubt, the City and Developer agree the Blight Remediation Grants will be initiated consistent with the schedules in Section 8.1(a)(i – iii), assuming the timely completion and assessment of the relevant improvements in each Phase and subject to the City's right of non-appropriation, even though other Minimum Improvements are not yet scheduled for completion. However, if the Phase I Improvements are not completed by the deadline set forth in this Agreement, subject to Unavoidable Delays or extension or amendment by the parties, then the Developer shall no longer be eligible for any Blight Remediation Grants under any schedule set forth in Section 8.1(a). Furthermore, the Developer shall only be eligible for Blight Remediation Grants with respect to Phase II Improvements under Section 8.1(a)(ii) if the Phase I Improvements and Phase II Improvements are both completed in

compliance with the terms of the Agreement, and the Developer shall only be eligible for Blight Remediation Grants with respect to Phase III Improvements under Section 8.1(a)(iii) if the Phase I Improvements, Phase II Improvements, and Phase III Improvements are all completed in compliance with the terms of the Agreement.

iii. City's receipt of Tax Increment from the County pursuant to Iowa Code Section 403.19 generated by the respective Phase of the Minimum Improvements.

In the event that an Event of Default occurs past any applicable cure period, the City shall have no obligation thereafter to make any payments to Developer in respect of the Blight Remediation Grants and the provisions of this Article shall terminate and be of no further force or effect.

## Section 8.2. Source of Grant Funds Limited.

a. The Blight Remediation Grants shall be payable from and secured solely and only by amounts deposited and held in the 34th and 1st Holdings, LLC TIF Account of the West Broadway Urban Renewal Area Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the account with respect to the Development Property in force during the term hereof and to apply the incremental taxes collected in respect of the Development Property and the Minimum Improvements and allocated to the 34th and 1st Holdings, LLC TIF Account to pay the Blight Remediation Grants, as and to the extent set forth in this Article. The Blight Remediation Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under Chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Blight Remediation Grants for which Developer is eligible, and any monies received back under Chapter 426C of the Code relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Blight Remediation Grants for which Developer is eligible.

b. Each Blight Remediation Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Blight Remediation Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make a Blight Remediation Grant to the Developer if at any time during the term hereof the City exercises its right of non-appropriation, the ability to collect Tax Increments from the Development Property terminates pursuant to the law then in effect, or the City receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements and Development Property to fund a Blight Remediation Grant to the Developer, as contemplated under said

Section 8.1, is not authorized or otherwise lawful urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such non-appropriation, termination of collection of Tax Increments by act of law, or receipt of such an opinion, the City shall promptly forward a notice of the same to the Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Blight Remediation Grants, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the 34th and 1st Holdings, LLC TIF Account (regardless of the amounts thereof) to the payment of the Blight Remediation Grants to the Developer, as and to the extent described in this Article.

Section 8.3. Use of Other Tax Increments. Subject to this Article VIII, the City shall be free to use any and all available Tax Increments in excess of the maximum amount in Section 8.1(c) or resulting from the suspension or termination of the Blight Remediation Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to the Developer with respect to the use thereof.

#### ARTICLE IX. RESERVED

#### ARTICLE X. INDEMNIFICATION

##### Section 10.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property or the Minimum Improvements. Provided, however, such release shall not be deemed to include loss or damage that arises directly out of the gross negligence or intentional misconduct of the Indemnified Parties.

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

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

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

## ARTICLE XI. DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events; provided, however, that if Developer has timely completed the Phase I Improvements, then a breach of the terms of this Agreement under Section 11.1(a)-(e) that can be attributed directly to a particular Phase of the Minimum Improvements shall not constitute a default with respect to the Phase(s) previously completed in accordance with the terms of this Agreement and which remain(s) in compliance with the terms of the Agreement:

- a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;
- b. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;
- c. Transfer of Developer’s interest in the Development Property or this Agreement in violation of the provisions of this Agreement;
- d. Failure by Developer to pay ad valorem taxes on the Development Property or Minimum Improvements (excepting any portion thereof no longer owned by Developer);
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. Developer shall:
  - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - ii. make an assignment for the benefit of its creditors; or
  - iii. admit in writing its inability to pay its debts generally as they become due; or
  - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity’s reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or
- g. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to the Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

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

b. The City may terminate this Agreement; provided however, that if Developer has timely completed the Phase I Improvements and a breach of the terms of this Agreement under Section 11.1(a)-(e) can be attributed directly to a particular Phase of the Minimum Improvements, then the City shall only terminate the Agreement with respect to those Phases that have not been previously completed in accordance with the terms of this Agreement or which are no longer in compliance with the terms of the Agreement; and

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

d. The City shall be able to exercise its rights under the Promissory Note; and

e. The City will have no obligation to make payment of Blight Remediation Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Blight Remediation Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer; provided however, that if Developer has timely completed the Phase I Improvements and a breach of the terms of this Agreement under Section 11.1(a)-(e) can be attributed directly to a particular Phase of the Minimum Improvements, then the City shall only terminate the Blight Remediation Grants and/or recover previously paid Grants with respect to those Phases that have not been previously completed in accordance with the terms of this Agreement or which are no longer in compliance with the terms of the Agreement.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to

the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith; provided that Developer shall not be liable for any such fees or expenses incurred prior to the expiration of any applicable cure period, or if it is conclusively determined or agreed to between the parties that such Event of Default did not occur or give rise to City's remedies under Section 11.2.

Section 11.6. Limitation of Remedies and Damages. In no event shall Developer or City be liable to the other party for any special, indirect, punitive or consequential damages resulting from or arising out of this Agreement or any breach thereof, including, without limitation, loss of profits or business interruptions however caused.

## ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to 34th and 1st Holdings, LLC at 29 South Main St., Council Bluffs, IA 51503; Attn: K.C. Knudson and Michael R. Townsend; and
- b. In the case of the City, is addressed to or delivered personally to the City of Council Bluffs at City Hall, 209 Pearl Street, Council Bluffs, IA 51503, Attn: Brandon Garrett, Community Development Director;

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

Section 12.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for the costs of recording.

Section 12.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2044, unless the Agreement is terminated earlier by the other terms of this Agreement. Unless the City previously provided the Developer with written notice of an Event of Default, and the Developer fails to cure such Event of Default within the applicable cure period, prior to termination of this Agreement, it shall be conclusively deemed that the Developer was in full compliance of this Agreement as of the Termination Date.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, Homebuyer, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, Homebuyer, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 12.11. Force Majeure. Neither the City nor the Developer shall be liable for any failure or delay in performance of its obligations under this Agreement arising out of or caused directly or indirectly by Unavoidable Delays; provided, however, in the event of a failure or delay, the affected party shall provide the other party notice of such delay as soon as reasonably practicable following its discovery and each party shall use its best efforts to mitigate the effects of any such failure or delay.

Section 12.12. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original, and shall be effective upon execution thereof by the City and the Developer, notwithstanding the fact that both of the parties hereto are not signatories to the original or same counterpart. Any signature of the City or the Developer which is delivered by facsimile, photocopy or electronic means (scan or email) shall be deemed to be an original signature and shall be effective upon receipt thereof.

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

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

*[Remainder of this page intentionally left blank. Signature pages to follow.]*



(SEAL)

## CITY OF COUNCIL BLUFFS, IOWA

By: \_\_\_\_\_  
Matt Walsh, Mayor

ATTEST:

By: \_\_\_\_\_  
Jodi Quackenbush, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quackenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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Notary Public in and for the State of Iowa

*[Signature page to Purchase, Sale, and Development Agreement – City of Council Bluffs, Iowa]*



EXHIBIT A  
DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Council Bluffs, County of Pottawattamie, State of Iowa, more particularly described as follows:

Lots 1, 2 and 3 of the Main Line Subdivision, Council Bluffs, Iowa

INCLUDING THE FOLLOWING SUBAREAS:

PHASE I PROPERTY

Lot 1 of the Main Line Subdivision, Council Bluffs, Iowa

AND

PHASE II PROPERTY

Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa

AND

PHASE III PROPERTY

Lot 3 of the Main Line Subdivision, Council Bluffs, Iowa

## EXHIBIT B MINIMUM IMPROVEMENTS

The Minimum Improvements consist of the Phase I Improvements, Phase II Improvements, Phase III Improvements, and related site improvements to be constructed by the Developer on the Development Property, consistent with approved plats and plans, the Urban Renewal Plan, and the terms of the Agreement, including this Exhibit B and the diagrams in Exhibit B-1.

The Phase I Improvements include buildings that will create approximately 86 apartment Housing Units and approximately 18 townhome Housing Units. **The Phase I Improvements shall be completed by December 31, 2023 in order to be first fully assessed on January 1, 2024.**

The Phase II Improvements include buildings that will create approximately 17,400 square feet of retail space (Phase II-A) and approximately 45 apartment Housing Units (Phase II-B). **The Phase II Improvements shall be completed by December 31, 2024 in order to be first fully assessed on January 1, 2025.**

The Phase III Improvements include buildings that will create approximately 86 apartment Housing Units and approximately 16 townhome Housing Units. **The Phase III Improvements shall be completed by December 31, 2025 in order to be first fully assessed on January 1, 2026.**

The Housing Units constructed as part of the Minimum Improvements are expected to consist of apartments and townhomes. The breakdown of Housing Units constructed as part of the Minimum Improvements is anticipated to be as follows:

- Six apartment buildings
  - Two bedroom (1,000 – 1,100 SF): 77 units total
  - One bedroom (550 – 750 SF): 107 units total
  - Studio apartments (400 – 500 SF): 33 units total
- Townhomes – two bedroom (1,000 SF over 550 SF garage): 34 units total

The combination of units will be monitored as the buildings are developed and adjustments may be made to the mix on an as-needed basis, by mutual written agreement by City and Developer. Three-bedroom units have not been included, but if the market favors them as the phases build-out, they would be brought in and limited at no more than five percent of the mix.

See Exhibit B-1 for site plans and renderings of the Minimum Improvements. The renderings and plans set forth in Exhibit B are preliminary in nature and subject to change pursuant to the terms of this Agreement.

EXHIBIT B-1  
SITE PLANS AND RENDERINGS

[DEVELOPER WILL PROVIDE UPDATED SITE PLANS]

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: City of Council Bluffs, Iowa, City Hall, 209 Pearl Street, Council Bluffs, IA 51503, Attn: City Clerk

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EXHIBIT C  
MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

WHEREAS, the City of Council Bluffs, Iowa (the “City”) and 34th and 1st Holdings, LLC, an Iowa domestic limited liability company (the “Developer”), did on or about the \_\_\_\_ day of \_\_\_\_\_, 2021, make, execute, and deliver an Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lots 1, 2 and 3 of the Main Line Subdivision, Council Bluffs, Iowa

(the “Development Property”); and

WHEREAS, the term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2021 and terminate on the Termination Date, as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Purchase, Sale, and

Exhibit C-1

*Revised Draft 3/24/21*

Development Agreement made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, the City and the Developer have executed this Memorandum of Purchase, Sale, and Development Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

(SEAL)

## CITY OF COUNCIL BLUFFS, IOWA

By: \_\_\_\_\_  
Matt Walsh, Mayor

ATTEST:

By: \_\_\_\_\_  
Jodi Quackenbush, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quackenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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Notary Public in and for the State of Iowa

*[Signature page to Memorandum of Purchase, Sale, and Development Agreement – City of Council Bluffs, Iowa]*





**FORM VERSION – DO NOT SIGN UNTIL CLOSING**

**Prepared by:** Nathan J. Overberg, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 515-243-7611  
**Return to:** City of Council Bluffs, Iowa, City Hall, 209 Pearl Street, Council Bluffs, IA 51503, Attn: City Clerk

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**EXHIBIT D  
SPECIAL WARRANTY DEED**

For the consideration of \$1,870,000.00 and other valuable consideration, the **City of Council Bluffs, Iowa**, (“Grantor”) does hereby convey to **34th and 1st Holdings, LLC**, an Iowa domestic limited liability company (“Grantee”), the following described real estate in Pottawattamie County, Iowa:

**Lots 1, 2 and 3 of the Main Line Subdivision**, Council Bluffs, Iowa

This Deed is subject to all the terms, provisions, covenants, conditions, and restrictions contained in the Purchase, Sale, and Development Agreement by and between Grantor and Grantee dated \_\_\_\_\_, 2021 (“Agreement”), including (A) a use restriction that, until at least December 31, 2043, the real estate shall be used solely and exclusively for the commercial and residential purposes of the Minimum Improvements described in the Agreement, and (B) a Reversionary Right held by the Grantor in the real estate as described in the Agreement. The Agreement is incorporated herein by reference and is on file for public inspection at the office of the City Clerk of the Grantor.

None of the provisions of the Agreement shall be deemed merged in, affected by, or impaired by this Deed. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement.

*This transfer is exempt under Iowa Code Chapter 428A.2.19*

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Exhibit D-1

*Revised Draft 3/24/21*

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

CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

Notary Public in and for the State of Iowa

Exhibit D-2

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611  
Return to: City of Council Bluffs, Iowa, City Hall, 209 Pearl Street, Council Bluffs, IA 51503, Attn: City Clerk

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## EXHIBIT E

### MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”), is dated as of \_\_\_\_\_, 2021, by and between the CITY OF COUNCIL BLUFFS, IOWA (the “City”), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended (the “Urban Renewal Act”), and Chapter 15A, and 34TH AND 1ST HOLDINGS, LLC, an Iowa domestic limited liability company having an office for the transaction of business at 29 South Main Street, Council Bluffs, Iowa 51503 (“Developer”).

#### WITNESSETH:

WHEREAS, the City and Developer have entered into an Purchase, Sale, and Development Agreement dated as of \_\_\_\_\_, 2021 (“Development Agreement” or “Agreement”) regarding certain real property located in the City which is legally described as follows:

Lots 1, 2 and 3 of the Main Line Subdivision, Council Bluffs, Iowa

(the “Development Property”); and

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

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

Exhibit E-1

*Revised Draft 3/24/21*

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

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

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

1. Upon completion of construction of the above-referenced Minimum Improvements, but no later than the dates set forth in the table below, the minimum actual values, after rollback, which shall be fixed for assessment purposes for the improvements (building value only) to be constructed on the Development Property shall be not less than the values set forth below (hereafter referred to as the "Minimum Actual Values"):

<b>Legal Description</b>	<b>To Be Assessed Upon Completion, But No Later Than the Following Date:</b>	<b>Phase of Improvements</b>	<b>Minimum Actual Values (building value only):</b>
PHASE I PROPERTY: Lot 1 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2024	<b>Phase I Improvements – Multi-Residential Apartments Portion</b>	\$10,473,337
		<b>Phase I Improvements – Townhome Portion</b>	\$3,442,066
PHASE II PROPERTY: Lot 2 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2025	<b>Phase II Improvements – Commercial Portion</b>	\$3,225,977
		<b>Phase II Improvements – Multi-Residential Apartments Portion</b>	\$6,115,085
PHASE III PROPERTY: Lot 3 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2026	<b>Phase III Improvements - Multi-Residential Apartments Portion</b>	\$10,473,337
		<b>Phase III Improvements - Townhome Portion</b>	\$3,143,338
		<b>TOTAL</b>	<b>\$36,873,140</b>

The Minimum Actual Values shall continue to be effective until the Development Agreement's Termination Date (the "Assessment Agreement Termination Date"). The Minimum Actual Values shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

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

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

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

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

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

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

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

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

6. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Values established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Values established herein during the term of this

Exhibit E-3

Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

8. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

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

10. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit E, which consents are attached hereto and made a part hereof.

*[Signatures Start on Next Page]*

(SEAL)

## CITY OF COUNCIL BLUFFS, IOWA

By: \_\_\_\_\_  
Matt Walsh, Mayor

ATTEST:

By: \_\_\_\_\_  
Jodi Quackenbush, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quackenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

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Notary Public in and for the State of Iowa

*[Signature page to Minimum Assessment Agreement – City of Council Bluffs, Iowa]*



34TH AND 1ST HOLDINGS, LLC, an Iowa  
domestic limited liability company

By: \_\_\_\_\_  
Michael R. Townsend

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

STATE OF IOWA            )  
                                      ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Michael R. Townsend as \_\_\_\_\_ of 34th and 1st Holdings, LLC.

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

*[Signature page to Minimum Assessment Agreement– 34th and 1st Holdings, LLC]*

## LIENHOLDER CONSENT

Name of Lienholder

ATTEST:

---

Date

Notary Public in and for the State of Iowa

Note: If there are no lienholders, this page shall have no signatures.

**EXHIBIT E (Cont.)**  
**CERTIFICATION OF POTTAWATTAMIE COUNTY ASSESSOR**

The undersigned, having reviewed the plans and specifications for the Minimum Improvements already constructed or to be constructed and the market value assigned to the land upon which the Minimum Improvements are constructed, and being of the opinion that the minimum market values contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual values assigned to Phase I Improvements, Phase II Improvements, and Phase III Improvements on the Development Property shall be fixed for assessment purposes at no less values set forth below until the Assessment Agreement Termination Date:

<b>Legal Description</b>	<b>To Be Assessed Upon Completion, But No Later Than the Following Date:</b>	<b>Phase of Improvements</b>	<b>Minimum Actual Values (building value only):</b>
PHASE I PROPERTY: Lot 1 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2024	<b>Phase I Improvements – Multi-Residential Apartments Portion</b>	\$10,473,337
		<b>Phase I Improvements – Townhome Portion</b>	\$3,442,066
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		<b>Phase II Improvements – Multi-Residential Apartments Portion</b>	\$6,115,085
PHASE III PROPERTY: Lot 3 of the Main Line Subdivision, Council Bluffs, Iowa	January 1, 2026	<b>Phase III Improvements - Multi-Residential Apartments Portion</b>	\$10,473,337
		<b>Phase III Improvements - Townhome Portion</b>	\$3,143,338
		<b>TOTAL</b>	<b>\$36,873,140</b>

\_\_\_\_\_  
Assessor for the County of Pottawattamie, Iowa

\_\_\_\_\_  
Date



### **EXHIBIT E (cont.)**

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

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

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

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

## EXHIBIT F

### CONSENT OF HOMEBUYER REGARDING DEVELOPMENT AGREEMENT, MINIMUM ASSESSMENT AGREEMENT, AND ACKNOWLEDGEMENT OF NON-ELIGIBILITY FOR TAX ABATEMENT

By signing this form, you, the undersigned "Homeowner," hereby acknowledge the Purchase, Sale, and Development Agreement by and between the City of Council Bluffs, Iowa and 34th and 1st Holdings, LLC, a Memorandum of which is dated \_\_\_\_\_, 2021 and recorded at Book \_\_\_\_\_ Page \_\_\_\_\_ in the Pottawattamie County Recorder's records; and Minimum Assessment Agreement dated \_\_\_\_\_, 2021 and recorded at Book \_\_\_\_\_ Page \_\_\_\_\_ in the Pottawattamie County Recorder's records (collectively the "Agreements"), which Agreements concerns the below-described property (the "Property"), and agree to be bound thereby, including without limitation the following terms and conditions:

- a. Homeowner will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of the Property determined by any tax official to be applicable to the Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;
- b. Homeowner will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of the Property;
- c. The Property is not eligible for tax abatement under any Urban Revitalization Plan or any other State, federal or local law;
- d. Homeowner shall timely pay all real estate taxes for the Property; and
- e. Homeowner acknowledges that the Property is subject to a Minimum Assessment Agreement which imposes a minimum assessed value on the Property. Depending on various factors, the minimum assessed value may be more than the fair market value of the Property and therefore may result in Homeowner paying more in real estate taxes than Homeowner otherwise might pay if the Property were not subject to the Minimum Assessment Agreement.

By signing this form, you (the homebuyer) acknowledge receipt of this document, which informs you that as a homeowner purchasing the below-described property, the owner of the Property shall be obligated to comply with all terms and conditions in the Agreements as they pertain to the Property.

*[legal description, property address]*

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

**DRAFT – DO NOT SIGN UNTIL MINIMUM IMPROVEMENTS COMPLETED**

**EXHIBIT J**  
**CERTIFICATE OF COMPLETION**  
**PHASE \_\_\_\_\_**

WHEREAS, the City of Council Bluffs, Iowa ( “City”) and 34th and 1st Holdings, LLC, an Iowa domestic limited liability company ( “Developer”), did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2021, make, execute, and deliver an Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within City and as more particularly described as follows:

Lot \_\_ of the Main Line Subdivision, Council Bluffs, Iowa

(the “Development Property”); and

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

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

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

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

*[Signature page follows]*

(SEAL)

## CITY OF COUNCIL BLUFFS, IOWA

By: \_\_\_\_\_  
Matt Walsh, Mayor

ATTEST:

By: \_\_\_\_\_  
Jodi Quakenbush, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

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Notary Public in and for the State of Iowa

*[Signature page to Certification of Completion]*





EXHIBIT H  
PROMISSORY NOTE

FOR VALUE RECEIVED, 34TH AND 1ST HOLDINGS, LLC (the “Borrower”) agrees and promises to pay to the order of the CITY OF COUNCIL BLUFFS, IOWA (the “Lender”) the sum of \$1,870,000, which is the total amount of the Forgivable Loan as defined in that certain Purchase, Sale, and Development Agreement between the Lender and the Borrower dated \_\_\_\_\_, 2021 (the “Agreement”). The following are the terms of this Promissory Note (the “Note”).

1. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Agreement, unless this Note is forgiven or cancelled pursuant to the terms of the Agreement. If Lender does not forgive or cancel this Note, or if Borrower has not repaid the amount of the principal or the portion due and owing, as defined by the Agreement, or if Borrower defaults under any term or condition of the Agreement, then Borrower will be in Default and subject to the consequences for Default in Paragraph 3 of this Note and the Agreement.

2. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Note.

3. Any default under the Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Note with interest accruing at an annual rate of 4% beginning 30 days following City’s demand for payment until paid in full. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Note.

4. If this Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender’s exercise of any or all of its rights and remedies under this Note, including, without limitation, court costs, and attorneys’ fees.

5. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

6. The obligations of the Borrower under the terms of this Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender’s successors-in-interest, legal representatives, and assigns.

7. This Note is also subject to the terms and conditions of the Agreement.

**IMPORTANT: READ BEFORE SIGNING:** The terms of this Note and the Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained may be legally enforced. You may change the terms of this Note only by another written agreement.

Dated as of \_\_\_\_\_, 2021.

34TH AND 1ST HOLDINGS, LLC, an Iowa  
limited liability company

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

ATTEST:

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

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively of 34th and 1st Holdings, LLC, and that said instrument was signed on behalf of said limited partnership; and that the said officers as such, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by them voluntarily executed.

Notary Public in and for said state

*[Signature Page to Promissory Note]*



**Resolution 21-178**

**ITEM TO INCLUDE ON AGENDA**

**CITY OF COUNCIL BLUFFS, IOWA**

June 14, 2021

7:00 P.M.

West Broadway Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Purchase, Sale, and Development Agreement with 34th and 1st Holdings, LLC.

**IMPORTANT INFORMATION**

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

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

June 14, 2021

The City Council of the City of Council Bluffs in the State of Iowa, met in \_\_\_\_\_ session, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

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

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

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH 34TH AND 1ST HOLDINGS, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

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

\_\_\_\_\_

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

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

RESOLUTION NO. 21-178

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON  
THE PROPOSAL TO ENTER INTO A PURCHASE, SALE, AND  
DEVELOPMENT AGREEMENT WITH 34TH AND 1ST  
HOLDINGS, LLC, AND PROVIDING FOR PUBLICATION OF  
NOTICE THEREOF

WHEREAS, by Resolution No. 87-570, adopted December 14, 1987, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Broadway Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the West Broadway Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, and which Plan, as amended, is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, the Plan is proposed to be amended by a 2021 Amendment to the Plan, planned for the Council's consideration on July 12, 2021; and

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

WHEREAS, the City has received a proposal from 34th and 1st Holdings, LLC (the "Developer"), in the form of a proposed Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the City would agree to sell to the Developer and the Developer would agree to purchase certain City-owned real property located within the Urban Renewal Area (the "Development Property"); and

WHEREAS, the Agreement provides that the City would finance the Developer's purchase of the Development Property through a forgivable loan made by the City to the Developer in the amount of \$1,870,000; and

WHEREAS, pursuant to the terms of the Agreement, the Developer would agree to construct certain multi-residential structures in three phases (respectively the "Phase I Improvements", "Phase II Improvements", and "Phase III Improvements", and collectively the "Minimum Improvements"), together with all related site improvements, on the Development Property; and

WHEREAS, the Agreement further proposes that the City will make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer consisting of 80% of the Tax Increments collected pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Phase I Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer consisting of 80% of the Tax Increments collected pursuant to Section 403.19, Code of Iowa, and generated by the



construction of the Phase II Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer consisting of 80% of the Tax Increments collected pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Phase III Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, pursuant to the terms and conditions of the Agreement, the cumulative total for the Blight Remediation Grants shall not exceed: (i) \$3,500,000 if only the Phase I Improvements are completed in accordance with the terms of the Agreement; (ii) \$6,500,000 if only the Phase I Improvements and Phase II Improvements are completed in accordance with the terms of the Agreement; or (iii) \$10,000,000 if the Phase I Improvements, Phase II Improvements, and Phase III Improvements are completed in accordance with the terms of the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$36,873,140, pursuant to the terms set forth in the Agreement; and

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

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

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M. on July 12, 2021, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with 34th and 1st Holdings, LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA,  
ON THE MATTER OF THE PROPOSAL TO ENTER INTO A  
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT  
WITH 34TH AND 1ST HOLDINGS, LLC, AND THE HEARING  
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing on July 12, 2021, at 7:00 P.M. in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Purchase, Sale, and Development Agreement (the "Agreement") with 34th and 1st Holdings, LLC (the "Developer").

Pursuant to the terms of the Agreement, the City would agree to sell to the Developer certain City-owned real property located within the West Broadway Urban Renewal Area (the "Development Property"), which purchase the City would finance through a forgivable loan made by the City to the Developer in the amount of \$1,870,000. The Agreement would require the Developer to construct certain multi-residential structures in three phases (respectively the "Phase I Improvements", "Phase II Improvements", and "Phase III Improvements", and collectively the "Minimum Improvements"), together with all related site improvements, on the Development Property.

The Agreement further proposes that the City will make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer consisting of 80% of the Phase I Tax Increments from the Phase I Improvements, that the City will make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer consisting of 80% of the Phase II Tax Increments from the Phase II Improvements, and that the City will make up to seventeen (17) consecutive annual payments of Blight Remediation Grants to Developer consisting of 80% of the Phase III Tax Increments from the Phase III Improvements under the terms and following satisfaction of the conditions set forth in the Agreement. Pursuant to the terms and conditions of the Agreement, the cumulative total for the Blight Remediation Grants shall not exceed: (i) \$3,500,000 if only the Phase I Improvements are completed in accordance with the terms of the Agreement; (ii) \$6,500,000 if only the Phase I Improvements and Phase II Improvements are completed in accordance with the terms of the Agreement; or (iii) \$10,000,000 if the Phase I Improvements, Phase II Improvements, and Phase III Improvements are completed in accordance with the terms of the Agreement.

The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$36,873,140, pursuant to the terms set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Council Bluffs, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Council Bluffs in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs in the State of  
Iowa

(End of Notice)

PASSED AND APPROVED this 14<sup>th</sup> day of June, 2021.

---

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 \_\_\_\_\_, 2021.

(SEAL)

133

## Council Communication

Department: Community

Development

Case/Project No.:

Submitted by: Courtney Harter,

HED Manager

Resolution 21-179

ITEM 3.I.

Council Action: 6/14/2021

### Description

Resolution determining the necessity, setting dates of a consultation and setting a a public hearing for July 26, 2021 at 7:00 p.m. on a proposed Arbor Creek Urban Renewal Plan for a proposed Urban Renewal Area.

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	6/7/2021
Arbor Creek URN Plan	Other	6/7/2021
Certificate of Publishers Affidavit	Other	6/7/2021
Certificate of Mailing	Other	6/7/2021
Notice of Consultation	Other	6/7/2021
Notice of Public Hearing	Other	6/7/2021
Resolution 21-179	Resolution	6/8/2021

## Council Communication

Department: Community Development  Case/Project No.: N/A	Ordinance No.:  Resolution No.: 21-	City Council: 6-14-2021 Planning Commission: 7-13-2021 P.H. and First Reading: 7-26-2021 Second Reading: 8-9-2021 Third Reading: Request Waive
<b>Subject/Title</b>		
Resolution of Necessity for the Arbor Creek Urban Renewal Area		
<b>Location</b>		
Generally located at the intersection of College Road and Railroad Avenue		
Legal Description: Lot 2, Arbor Creek Subdivision, City of Council Bluffs, Pottawattamie County, Iowa		
<b>Background/Discussion</b>		
<p><u>Background</u></p> <p>In 2020, the City approved the offer to buy submitted by Neal Drickey for the property located at the corner of College Road and Railroad Avenue. Mr. Drickey proposed a 26-unit subdivision consisting of 12 attached single-family and 14 detached single-family housing units which would create an estimated \$5.07 million in taxable value. As part of his commitment, Mr. Drickey proposed setting aside the attached units for the creation of affordable housing. The attached units will be sold for \$159,999.00, and the other 19 single-family homes will be sold at market rate in the range of \$210,000.00 - \$265,000.00. Total site infrastructure construction and land costs are \$830,133.. The developer is requesting TIF assistance (100% over 10 years) with a maximum cap of \$1,783,520.38 to complete the required infrastructure improvements and offset the loss from the construction of affordable units.</p> <p>The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the Code of Iowa Section 403.17(12). With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.</p> <p><u>Discussion</u></p> <p>If the City Council concurs to utilize urban renewal powers for the area described above, a resolution will be necessary to cause several actions. These actions include the preparation of an urban renewal plan, establishing a date for consultation with other taxing jurisdictions, City Planning Commission hearing and review, setting a date for City Council hearing and other appropriate legal notices. A resolution, which calls for these activities, has been prepared and is attached for your review and consideration.</p> <p>This resolution establishes the following timeframe:</p> <ul style="list-style-type: none"> <li>6-24-2021 Consultation meeting to be held with other taxing jurisdictions</li> <li>7-13-2021 City Planning Commission hearing and review</li> <li>7-26-2021 City Council public hearing on the proposed urban renewal plan</li> </ul>		
<b>Staff Recommendation</b>		
The Community Development Department recommends that City Council adopt a resolution of necessity setting the dates of a consultation and public hearing on the Arbor Creek Urban Renewal Area Plan for the City of Council Bluffs.		
<b>Attachments</b>		
<ol style="list-style-type: none"> <li>1. Resolution of Necessity</li> <li>2. Notice of Consultation</li> <li>3. Notice of Public Hearing</li> <li>4. Draft Arbor Creek Urban Renewal Area Plan</li> </ol>		

Prepared by: Courtney Harter, Housing & Economic Development Manager, Community Development Department  
 Approved by: Courtney Harter, Housing & Economic Development Manager, Community Development Department



**ARBOR CREEK  
URBAN RENEWAL PLAN**

**for the**

**ARBOR CREEK  
URBAN RENEWAL AREA**

**CITY OF COUNCIL BLUFFS, IOWA**

**July 2021**

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- B. DESCRIPTION OF THE URBAN RENEWAL AREA
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- H. TYPES OF RENEWAL ACTIVITIES
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- O. SEVERABILITY
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## ***EXHIBITS***

- A. LEGAL DESCRIPTION OF ARBOR CREEK URBAN RENEWAL AREA
- B. ARBOR CREEK URBAN RENEWAL AREA MAP

**Arbor Creek Urban Renewal Plan  
for the  
Arbor Creek Urban Renewal Area  
City of Council Bluffs, Iowa**

**A. INTRODUCTION**

The Arbor Creek Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Arbor Creek Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Council Bluffs, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

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

**B. DESCRIPTION OF THE URBAN RENEWAL AREA**

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 as a residential project.

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

**C. AREA DESIGNATION**

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the construction of low and moderate income (LMI) housing and the provision of public improvements related to housing and residential development.

**D. BASE VALUE**

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2021, the taxable valuation as of January 1, 2020, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2021, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19. It may be that more than one ordinance will be adopted on the separate subareas within the Area. If so, the frozen base values may vary among the subareas.

## **E. DEVELOPMENT PLAN**

Council Bluffs has a general plan for the physical development of the City as a whole, outlined in the Bluffs Tomorrow: 2030 Comprehensive Plan, adopted in 2014 and amended in 2015. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformance with the goals and land use policies identified in the Bluffs Tomorrow: 2030 Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. The land within the Area is anticipated to be zoned as R-2 pursuant to the City's standard rezoning processes, in order to provide for the proposed residential development within the Urban Renewal Area.

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

## **F. RESIDENTIAL DEVELOPMENT**

The City's objective for the Urban Renewal Area is to promote new housing and residential development. Specifically, the development in this Urban Renewal Area is anticipated to create housing for a variety of income brackets. The City realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses.

In anticipation of expected economic development, the City has taken the position of supporting the creation of new housing opportunities, including increasing the number of lots available for the construction of new houses. Providing incentives to developers may ease the cost of extending necessary infrastructure and other factors that can make residential development risky and less profitable than other types of development.

When a city utilizes tax increment financing to support non-LMI residential development, Iowa Code Section 403.22 requires that the project will include assistance for LMI family housing. LMI families are those whose incomes do not exceed 80% of the median Pottawattamie County income. To satisfy this requirement, typically a percentage of the Tax Increment collected in the Urban Renewal Area is designated for LMI housing projects; the exact percentage required is the percentage of LMI families living in the County. That percentage is currently 46.14%.

In this Urban Renewal Area, the proposed project includes the construction of LMI housing as well as non-LMI housing and the public improvements to support the residential development. As further described in the "Eligible Urban Renewal Projects" section, the City proposes to provide an incentive for both components of the proposed project by providing: (i) up to 53.86% of the Tax Increment collected in the Urban Renewal Area as an incentive for the non-LMI housing and the public improvements to support the residential development, and (ii) using up to 100% of the remainder of the Tax Increment collected in the Urban Renewal Area as an incentive for the

construction of the LMI housing, subject to limitations set forth in the terms of the proposed development agreement for the project.

### **G. PLAN OBJECTIVES**

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

1. To increase the availability of housing opportunities, which may, in turn, attract and retain area industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Council Bluffs.
2. To stimulate, through public action and commitment, private investment in new housing and residential development and redevelopment. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.
5. To improve housing conditions and increase housing opportunities, including the provision of housing for various income brackets.
6. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.
7. To encourage residential growth and expansion through governmental policies which make it economically feasible to do business.
8. To encourage residential development that meets the needs of a growing population, while preserving the character of the community.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

### **H. TYPES OF RENEWAL ACTIVITIES**

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

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.

2. To provide for the construction of site-specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
3. To arrange for, or cause to be provided, the construction or repair of public infrastructure in support of residential development, including, but not limited to, streets and sidewalks, traffic lights, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects.
4. To make loans, forgivable loans, or other types of grants or incentives to private persons, organizations, or businesses for economic development purposes or residential projects, on such terms as may be determined by the City Council.
5. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
6. To use tax increment for LMI housing assistance.
7. To borrow money and to provide security therefor.
8. To acquire and dispose of property.
9. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Council Bluffs and the State of Iowa.

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

## **I. ELIGIBLE URBAN RENEWAL PROJECTS**

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

1. **Development Agreement with Private Residential Developer:** The City expects to consider a development agreement with a private residential developer (“the “Developer”) pursuant to which the Developer would be obligated to construct certain improvements, including LMI housing and non-LMI housing, on land within the Urban Renewal Area. As part of the project, the Developer would be required to complete certain infrastructure improvements needed to prepare the property for the development of residential lots. The infrastructure improvements constructed by the Developer would be dedicated to the City following completion, at no cost to the City. These improvements are expected to include the construction and installation of streets, sanitary sewer, storm sewer, water, and electrical infrastructure. The development agreement would provide detailed terms and conditions under which the City may make up to 10 annual Economic Development Grant payments and 10 annual LMI Grant payments to the Developer. As

an incentive for the non-LMI housing, the City proposes to use up to 53.86% of the Tax Increment annually collected in the Urban Renewal Area for Economic Development Grants, not to exceed, in the aggregate, the lesser of \$900,000 or the Developer's actual costs of constructing the infrastructure improvements. As an incentive for the LMI housing, the City proposes to use up to 100% of the remainder of the Tax Increment annually collected in the Urban Renewal Area for LMI Grants, not to exceed, in the aggregate, \$1,610,000 minus the lesser of \$900,000 or the Developer's actual costs of constructing the infrastructure improvements.

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

<b>Project</b>	<b>Estimated Date</b>	<b>Estimated Cost to be funded by TIF Funds</b>
Fees and Costs	Undetermined	Not to Exceed \$50,000

**J. FINANCIAL INFORMATION**

1.	July 1, 2020, Constitutional Debt Limit	\$274,870,338
2.	Current Outstanding General Obligation Debt	\$51,170,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above to be funded by TIF Funds will be approximately as stated in the next column:	\$1,660,000  This amount does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

**K. URBAN RENEWAL FINANCING**

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

**A. Tax Increment Financing.**

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives, or other urban renewal projects. Upon creation of a tax increment

district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

#### B. General Obligation Bonds.

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

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

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

### **L. PROPERTY ACQUISITION/DISPOSITION**

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

### **M. RELOCATION**

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

### **N. STATE AND LOCAL REQUIREMENTS**

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



## **O. SEVERABILITY**

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

## **P. URBAN RENEWAL PLAN AMENDMENTS**

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

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

## **Q. EFFECTIVE PERIOD**

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

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment district (TIF district), the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

Separate TIF ordinances or amendments thereto for separate parcel(s) or subareas may be adopted as development in the Area warrants. In that case, each subarea may have a separate base and separate sunset or expiration date.

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

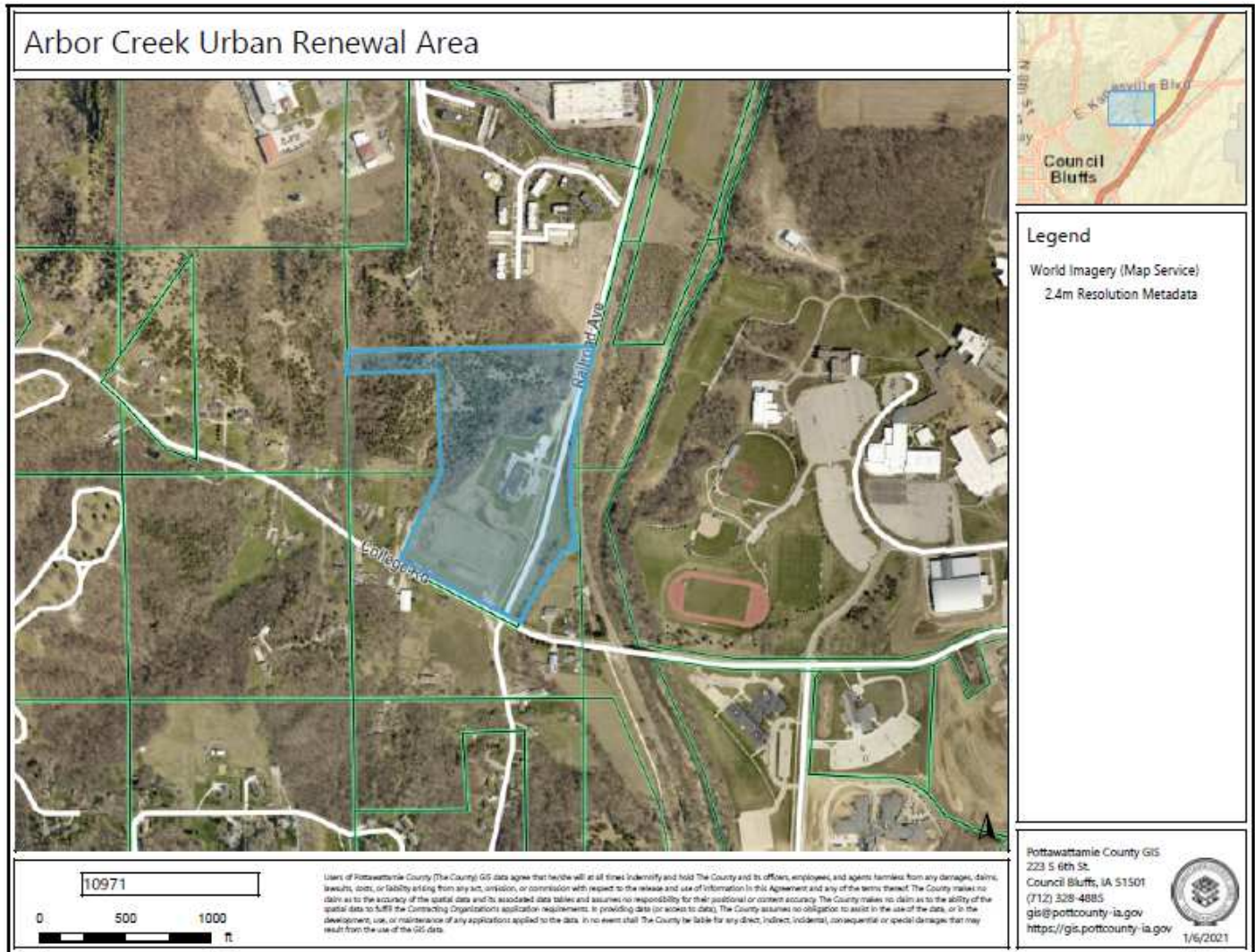
**EXHIBIT A**

**LEGAL DESCRIPTION OF ARBOR CREEK  
URBAN RENEWAL AREA**

Lots 1, 2 and 3, Arbor Creek, City of Council Bluffs, Pottawattamie County Iowa

## EXHIBIT B

### MAP OF ARBOR CREEK URBAN RENEWAL AREA



01827862-1\10342-165

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

NOTICE OF PUBLIC HEARING

\_\_\_\_\_, 2021.

WITNESS my official signature at Council Bluffs, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

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Instructions for the Certificate of Mailing of Notices  
IMPORTANT

**All three of the following documents must be signed, dated and MAILED to the taxing entities and attached to the Certificate of Mailing of Notices that should be immediately returned to our office:**

- 1) The single page entitled "Notice of a Consultation" AND
- 2) The 2 page document entitled "Notice of Public Hearing" AND
- 3) The entire resolution with the Plan attached. (The Notice of a Consultation and the Notice of Public Hearing will be repeated in this document, but you will need to mail all three of the documents to the affected taxing entities.)

Make sure to address the envelopes to the County and the public school district(s) in the Urban Renewal Area as follows:

"Board of Supervisors of Pottawattamie County, c/o County Auditor"; and

"Council Bluffs Community School District, c/o President or Secretary of the Board of Directors."

Note: If we don't receive this Certificate (with attachments) back ASAP after it is mailed, we will not be able to determine that the appropriate notices have been sent to start the Plan process.

CERTIFICATE OF MAILING OF NOTICES OF  
CONSULTATION AND HEARING

I, the undersigned, City Clerk of the City of Council Bluffs, State of Iowa, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, I caused there to be deposited and mailed in the United States mail at Council Bluffs, Iowa, properly stamped and addressed, a copy of the following-described notices, each in the form attached hereto, to each school district, county or city, as applicable, which levied or certified for levy a property tax on any portion of the taxable property located within the proposed Arbor Creek Urban Renewal Area in the fiscal year beginning prior to the calendar year in which the Plan was submitted to the City Council for approval:

- 1) NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF COUNCIL BLUFFS, STATE OF IOWA, AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED ARBOR CREEK URBAN RENEWAL PLAN FOR THE CITY OF COUNCIL BLUFFS, STATE OF IOWA; AND
- 2) NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED ARBOR CREEK URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF COUNCIL BLUFFS, STATE OF IOWA.
- 3) RESOLUTION SETTING DATES FOR CONSULTATION AND PUBLIC HEARING WITH PLAN ATTACHED AS EXHIBIT 1.

The affected taxing entities and their mailing addresses are as follows:

Council Bluffs Community School  
District  
\_\_\_\_\_  
c/o Secretary or Board President  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert address)

Board of Supervisors of Pottawattamie  
County  
\_\_\_\_\_  
c/o Pottawattamie County Auditor  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert address)

Note: Community College is not an "affected taxing entity" as of 7/1/2012.

Note: The City has confirmed that the above school(s) and county(ies) are the only entities within the entire urban renewal area. If this is not correct, the notices and resolution must be sent to **all** schools and counties within the **entire** urban renewal area.

WITNESS my hand and the seal of the City at Council Bluffs, Iowa, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of  
Iowa

(SEAL)

**Attach copies of the items listed above, that were mailed to  
this Certificate and send the Certificate and attachments  
to Ahlers & Cooney, P.C.**

01895507-1\10342-165

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE  
CITY OF COUNCIL BLUFFS, STATE OF IOWA AND ALL  
AFFECTED TAXING ENTITIES CONCERNING THE  
PROPOSED ARBOR CREEK URBAN RENEWAL PLAN FOR  
THE CITY OF COUNCIL BLUFFS, STATE OF IOWA

The City of Council Bluffs, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 9:30 A.M. on June 24, 2021, in the Community Development Conference Room, 209 Pearl Street, Council Bluffs, Iowa concerning a proposed Arbor Creek Urban Renewal Plan for a proposed Arbor Creek Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Housing & Economic Development Manager, or her delegate, as the designated representative of the City of Council Bluffs, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Arbor Creek Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Council Bluffs, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)



(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED ARBOR CREEK URBAN RENEWAL PLAN  
FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY  
OF COUNCIL BLUFFS, STATE OF IOWA

The City Council of the City of Council Bluffs, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on July 26, 2021 in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, to consider adoption of a proposed Arbor Creek Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Council Bluffs, State of Iowa.

The Arbor Creek Urban Renewal Area is proposed to contain the land legally described as follows:

Lots 1, 2 and 3, Arbor Creek, City of Council Bluffs, Pottawattamie County Iowa

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Council Bluffs, Iowa.

The City of Council Bluffs, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in low- and moderate-income residential development and public improvements related to housing and residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Council Bluffs, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

01896784-1\10342-165

**Resolution 21-179**

**ITEM TO INCLUDE ON AGENDA**

**CITY OF COUNCIL BLUFFS, IOWA**

June 14, 2021

7:00 P.M.

Arbor Creek Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Arbor Creek Urban Renewal Plan for a proposed Urban Renewal Area in the City of Council Bluffs, State of Iowa.

**IMPORTANT INFORMATION**

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

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



June 14, 2021

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 7:00 P.M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

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

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

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED ARBOR CREEK URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF COUNCIL BLUFFS, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

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

\_\_\_\_\_

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

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

RESOLUTION NO. 21-179

RESOLUTION DETERMINING THE NECESSITY AND  
SETTING DATES OF A CONSULTATION AND A PUBLIC  
HEARING ON A PROPOSED ARBOR CREEK URBAN  
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL  
AREA IN THE CITY OF COUNCIL BLUFFS, STATE OF IOWA

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

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

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

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

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

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper

having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on the June 24, 2021, in the Community Development Conference Room, 209 Pearl Street, Council Bluffs, Iowa, at 9:30 A.M., and the Housing & Economic Development Manager, or her delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:



NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE  
CITY OF COUNCIL BLUFFS, STATE OF IOWA AND ALL  
AFFECTED TAXING ENTITIES CONCERNING THE  
PROPOSED ARBOR CREEK URBAN RENEWAL PLAN FOR  
THE CITY OF COUNCIL BLUFFS, STATE OF IOWA

The City of Council Bluffs, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 9:30 A.M. on June 24, 2021, in the Community Development Conference Room, 209 Pearl Street, Council Bluffs, Iowa concerning a proposed Arbor Creek Urban Renewal Plan for a proposed Arbor Creek Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Housing & Economic Development Manager, or her delegate, as the designated representative of the City of Council Bluffs, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Arbor Creek Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Council Bluffs, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 7:00 P.M. on July 26, 2021, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in The Daily Nonpareil, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL  
OF A PROPOSED ARBOR CREEK URBAN RENEWAL PLAN  
FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY  
OF COUNCIL BLUFFS, STATE OF IOWA

The City Council of the City of Council Bluffs, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on July 26, 2021 in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, to consider adoption of a proposed Arbor Creek Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Council Bluffs, State of Iowa.

The Arbor Creek Urban Renewal Area is proposed to contain the land legally described as follows:

Lots 1, 2 and 3, Arbor Creek, City of Council Bluffs, Pottawattamie County Iowa

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Council Bluffs, Iowa.

The City of Council Bluffs, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to stimulate, through public involvement and commitment, private investment in low- and moderate-income residential development and public improvements related to housing and residential development in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Council Bluffs, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this 14<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

ATTACH THE PLAN LABELED AS  
EXHIBIT 1 HERE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

(SEAL)

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## Council Communication

Department: Public Works Admin  
Case/Project No.: PW 17-15  
Submitted by: Matthew Cox, Public  
Works Director

Resolution 21-180  
ITEM 3.J.

Council Action: 6/14/2021

### Description

Resolution accepting the work of Bluffs Paving and Utility Co. Inc. as complete and authorizing release of retainage after 30 days if no claims are filed in connection with the Segment 4 Sewer Relocations. Project #PW17-15

### Background/Discussion

The Iowa DOT will be reconstructing the I-29/I-480 interchange in Council Bluffs. The reconstruction starts just north of the Union Pacific Railroad Bridge over I-29 and extends north to approximately 32nd Street. Within this corridor, the City has sanitary sewers that will need to be relocated and or rehabilitated to accommodate the new Interstate layout.

This project required sanitary sewer relocations along 9th Avenue from Dodge Riverside Drive to Service Road B and from 9th Avenue to just north of 2nd Avenue along new right-of-way acquired by the Iowa DOT on the east side of I-29.

This project was included in the FY17 CIP and funded with Surface Transportation Block Grant Program (STBG) Federal-aid SWAP Fund per DOT Agreement No. STBG-SWAP-014. Engineering costs associated with the project were funded with Sales Tax Funds.

	Division I <u>General</u>	<u>Total</u>
Original Contract Amount	\$1,531,240.47	\$1,531,240.47
Change Orders (-0.34%)	(\$1,047.18)	(\$1,047.18)
Final Contract Amount	\$1,530,193.29	\$1,530,193.29
Less Previous Payments	\$1,500,193.29	\$1,500,193.29
Retainage Due Contractor	\$30,000.00	\$30,000.00

Contractor completed the project on time and did not receive any non-compliance notices.

### Recommendation

Approval of this resolution for final acceptance of the project.

### ATTACHMENTS:

Description	Type	Upload Date
Resolution 21-180	Resolution	6/8/2021



**RESOLUTION**  
**NO 21-180**

**RESOLUTION ACCEPTING THE WORK OF  
BLUFFS PAVING AND UTILITY CO. INC. IN CONNECTION WITH  
THE SEGMENT 4 SEWER RELOCATIONS  
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE  
A CITY CHECK IN THE AMOUNT OF \$30,000.00  
PROJECT #PW17-15**

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Bluffs Paving and Utility Co. Inc., Crescent, IA for the Segment 4 Sewer Relocations; and

WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the city clerk; and

WHEREAS, a request for final payment in the amount of \$30,000.00 to Bluffs Paving and Utility Co. Inc. has been submitted to the city council for approval and payment; and

WHEREAS, final payment is due 30 days after acceptance of the work; and

WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$30,000.00 constitutes a valid obligation of the City and should in its best interest be paid.

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

Said improvements are hereby accepted as having been fully completed in accordance with plans and specifications.

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of \$30,000.00 payable to Bluffs Paving and Utility Co. Inc. from budget codes Division I, S36000-676000; Project #1715X.

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

June 14, 2021

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

ATTEST:

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

## Council Communication

Department: Community  
Development  
Case/Project No.: CD20-01  
Submitted by: Brandon Garrett

Resolution 21-191  
ITEM 3.K.

Council Action: 6/14/2021

### Description

Resolution accepting the work of Carley Construction in connection with The River's Edge Avenue B and Piazza Park Improvements and Authorizing the Finance Director to issue a city check in the amount of \$22,013.13.

### Background/Discussion

A public hearing was held on May 7, 2018 on the plans and specifications for the River's Edge Avenue B and Piazza Parking Improvements. The first round of bids in 2018 yielded one high bid that was rejected. One bid was received from contractors in the City Clerk's office on March 27, 2019 for Carley Construction in the amount of \$468,778.50. The engineer's estimate from April 2018 was \$339,550.

### Discussion

In March 2021, Carley Construction completed Avenue B and Piazza Parking Improvements per design specifications.

There were two change orders for this portion of the project. The final project financials can be summarized as follows:

Original contract amount \$468,778.50

Change Order #1 \$-38,710.00

Change Order #2 \$10,194.15

Final contract amount \$440,262.65

Payments to date

\$418,249.52

Retainage Due to Contractor \$22,013.13

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

### Recommendation

The Community Development Department recommends acceptance of the work by Carley Construction in connection with the River's Edge Avenue B and Piazza Parking Improvements and also authorization for the Finance Department to issue a final check in the amount of \$22,013.13 for the final retainage after 30 days if no claims are filed and all other contract requirements have been met.

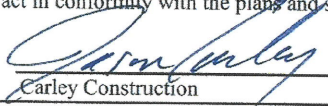
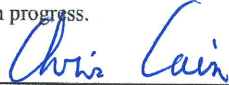
### ATTACHMENTS:

Description	Type	Upload Date
Retainage	Other	6/4/2021
Resolution 21-191	Resolution	6/9/2021

PERIODIC COST ESTIMATE					Estimate No. FINAL		
City of Council Bluffs Staff					Project No.		
					Page 1 of 3		
Project Description:					Period Ending: 28-Feb-10		
River's Edge Development Avenue B and Piazza Parking							
Owner: City of Council Bluffs 209 Pearl Street Council Bluffs, IA 51503			Contractor: Carley Construction 421 E. Broadway, Suite A Council Bluffs, IA 51503		Date of Estimate: 6-Mar-21		
					Percent Completion: 99%		
					Current Contract Amount: \$443,553.95		
					Estimated Completion: 1-Nov-19		
Item No.	Description	Unit	Unit Price (\$)	Quantities		Amount (\$)	
				Contract	Actual		%
					To Date		
Schedule A: Piazza Parking							
Division I - General							
1	Mobilization	LS	\$12,000.00	1	1.00	100.00% \$12,000.00	
2	Item Deleted						
3	Inlet Protection	EA	300.00	8	4	50.00% \$1,200.00	
4	No-Mow Turf Grass	SY	5.00	400	545	136.25% \$2,725.00	
5	Rolled Erosion Control Type I.A	SY	5.00	400	545	136.25% \$2,725.00	
6	Concrete Washout	EA	600.00	1	1.00	100.00% \$600.00	
7	Traffic Control	LS	6,500.00	1	1.00	100.00% \$6,500.00	
8	Quality Control	LS	7,500.00	1	1.00	100.00% \$7,500.00	
Subtotal Schedule A Division I - General						\$33,250.00	
Division II - Pavement and Appurtenances							
1	Geotextile Fabric	SY	5.00	750	750	100.00% \$3,750.00	
2	6" Longitudinal Subdrain	LF	14.00	530	535	100.94% \$7,490.00	
3	6" Longitudinal Subdrain Outlet	EA	500.00	8	8	100.00% \$4,000.00	
4	6" Granular Subbase	TN	45.00	250	272.36	108.94% \$12,256.20	
5	4" Concrete Sidewalk	SF	6.00	1,350	1,280	94.81% \$7,680.00	
6	7" Concrete Pavement	SY	53.00	550	550	100.00% \$29,150.00	
7	Adjust Inlet to Grade	EA	2,100.00	4	4	100.00% \$8,400.00	
Subtotal Schedule A Division II - Pavement and Appurtenances						\$72,726.20	
Division III - Storm Sewer Appurtenances							
1	Construct 12" HDPE	LF	42.50	25	25	100.00% \$1,062.50	
2	Construct Area Inlet	EA	1,850.00	1	1	100.00% \$1,850.00	
Subtotal Schedule A Division III - Storm Sewer Appurtenances						\$2,912.50	
Division VI - Traffic Signalization							
1	Pavement Marking	LS	3,500.00	1	1	100.00% \$3,500.00	
Subtotal Schedule A Division VI - Traffic Signalization						\$3,500.00	
Division VIII - Miscellaneous							
1	Item Deleted						
Subtotal Schedule A Division VIII - Miscellaneous						\$0.00	
Schedule B: Avenue B Improvements							
Division I - General							
1	Mobilization	LS	\$7,500.00	1	1.00	100.00% \$7,500.00	
2	Saw Cut - Full Depth	LF	\$5.50	950	950.00	100.00% \$5,225.00	
3	Remove Inlet	EA	1,250.00	2	2	100.00% \$2,500.00	
4	Remove Pavement	SY	50.00	35	32	91.43% \$1,600.00	



PERIODIC COST ESTIMATE					Estimate No. FINAL		
City of Council Bluffs Staff					Project No.		
					Page 2 of 3		
Project Description: River's Edge Development Avenue B and Piazza Parking					Period Ending: 28-Feb-10		
Owner: City of Council Bluffs 209 Pearl Street Council Bluffs, IA 51503			Contractor: Carley Construction 421 E. Broadway, Suite A Council Bluffs, IA 51503		Date of Estimate: 6-Mar-21		
					Percent Completion: 99%		
					Current Contract Amount: \$443,553.95		
					Estimated Completion: 1-Nov-19		
Item No.	Description	Unit	Unit Price (\$)	Contract	Quantities		Amount (\$)
				Contract	Actual	%	
					To Date		
5	Remove Sidewalk	SY	9.00	550	550	100.00%	\$4,950.00
6	Remove Curb and Gutter	LF	8.00	750	750	100.00%	\$6,000.00
7	Remove Sign	EA	500.00	1	1	100.00%	\$500.00
8	Silt Fence	LF	6.00	100	0	0.00%	\$0.00
9	Inlet Protection	EA	300.00	4	4	100.00%	\$1,200.00
10	Concrete Washout	EA	600.00	1	1.00	100.00%	\$600.00
11	Traffic Control	LS	7,150.00	1	1.00	100.00%	\$7,150.00
12	Quality Control	LS	7,500.00	1	1	100.00%	\$7,500.00
Subtotal Schedule B Division I - General							\$44,725.00
Division II - Pavement and Appurtenances							
1	Geotextile Fabric	SY	5.00	1,100	1,100	100.00%	\$5,500.00
2	6" Longitudinal Subdrain	LF	14.00	590	590	100.00%	\$8,260.00
3	6" Longitudinal Subdrain Outlet	EA	500.00	3	3	100.00%	\$1,500.00
4	6" Granular Subbase	TN	45.00	230	240	104.35%	\$10,800.00
5	6" Concrete Sidewalk	SF	6.00	4,900	4,178.75	85.28%	\$25,072.50
6	7" Concrete Pavement	SY	53.00	800	800	100.00%	\$42,400.00
7	6" Concrete Base	SF	8.00	265	265	100.00%	\$2,120.00
8	Brick Pavement	SF	17.50	265	265	100.00%	\$4,637.50
9	Detectible Warning Panel	SF	45.00	75	75	100.00%	\$3,375.00
10	Adjust Manhole to Grade	EA	2,100.00	1	1	100.00%	\$2,100.00
Subtotal Schedule B Division II - Pavement and Appurtenances							\$105,765.00
Division III - Storm Sewer Appurtenances							
1	Construct 12" R.C.P., Class III	LF	60.00	80	102	127.50%	\$6,120.00
2	Construct 18" R.C.P., Class III	LF	70.00	30	35	116.67%	\$2,450.00
3	Construct 60" I.D. Manhole	VF	1,850.00	4	4	100.00%	\$7,400.00
4	Construct Grate Inlet	EA	2,850.00	4	4	100.00%	\$11,400.00
5	Connect to Existing Pipe	EA	800.00	1	1	100.00%	\$800.00
6	Connect to Existing Manhole	EA	1,200.00	1	1	100.00%	\$1,200.00
7	Perform Television Inspection	LF	10.00	95	116	122.11%	\$1,160.00
Subtotal Schedule B Division III - Storm Sewer Appurtenances							\$30,530.00
Division VI - Traffic Signalization							
1	Item Deleted						
2	Pavement Marking	LS	13,750.00	1	1	100.00%	\$13,750.00
Subtotal Schedule B Division VI - Traffic Signalization							\$13,750.00
Division VIII - Miscellaneous							
1	Electrical Duct - 1" Sch. 40 w/ 2#8 and 1#8G	LF	11.00	350	636	181.71%	\$6,996.00
	Electrical Duct - 1" Sch. 40 w/ 2#8 and 1#8G -						\$1,912.50
2	Directional Drilled	LF	25.50	75	75	100.00%	
3	Electrical Duct - 1" Sch. 40	LF	8.25	30	30	100.00%	\$247.50
4	Electrical Duct - 1" Sch. 40 - Directional Drilled	LF	22.00	50	50	100.00%	\$1,100.00

PERIODIC COST ESTIMATE					Estimate No. <span style="float: right;">FINAL</span>		
City of Council Bluffs Staff					Project No.		
Project Description: River's Edge Development Avenue B and Piazza Parking					Page <span style="float: right;">3 of 3</span>		
Owner: City of Council Bluffs 209 Pearl Street Council Bluffs, IA 51503					Contractor: Carley Construction 421 E. Broadway, Suite A Council Bluffs, IA 51503		
					Period Ending: <span style="float: right;">28-Feb-10</span>		
					Date of Estimate: <span style="float: right;">6-Mar-21</span>		
					Percent Completion: <span style="float: right;">99%</span>		
					Current Contract Amount: <span style="float: right;">\$443,553.95</span>		
					Estimated Completion: <span style="float: right;">1-Nov-19</span>		
Item No.	Description	Unit	Unit Price (\$)	Contract	Quantities		Amount (\$)
					Actual	%	
					To Date		
5	Electrical Duct - 2" Sch. 40	LF	22.00	100	192	192.00%	\$4,224.00
6	Electrical Duct - 2" Sch. 40 - Directional Drilled	LF	39.60	70	142	202.86%	\$5,623.20
7	Handhole	EA	1,650.00	3	3	100.00%	\$4,950.00
8	Lighting Controller and Foundation	EA	8,800.00	1	1.00	100.00%	\$8,800.00
9	Streetlight w/Base	EA	8,125.00	8	8.00	100.00%	\$65,000.00
10	Street Tree	EA	488.50	13	13	100.00%	\$6,350.50
11	Amended Topsoil	CY	98.40	50	50	100.00%	\$4,920.00
12	Mulch	CY	57.60	10	10	100.00%	\$576.00
13	Irrigation	LS	15,000.00	1	1	100.00%	\$15,000.00
14	No-Mow Turf Grass	SY	3.25	600	945	157.50%	\$3,071.25
15	Rolled Erosion Control Type 1.A	SY	2.40	600	945	157.50%	\$2,268.00
X16	Irrigation Connection (per Change Proposal 1)	LS	\$2,065.00	1	1	100.00%	\$2,065.00
<b>Subtotal Schedule B Division VIII - Miscellaneous</b>							<b>\$133,103.95</b>
I hereby certify that the work performed and the materials supplied to date, as shown above represent the actual value of completed work under the terms of this contract in conformity with the plans and specifications and are true and correct.   Carley Construction <span style="float: right;">3-8-21</span> Date					Total Amount Completed Work to Date:		\$440,262.65
					Less Amount Retained (0%):		\$0.00
					Less Previous Payments to Contractor:		\$418,249.52
					Total Amount Now Due Contractor:		\$22,013.13
I hereby represent that the work has progressed to the point indicated on this application for payment and that to the best of my knowledge the quality of work is in accordance with the Contract Documents based upon on-site observations of the work in progress.   HDR Engineering Inc. <span style="float: right;">3/16/21</span> Date					Breakdown of Materials Delivered:		
					Note:		

**RESOLUTION  
NO 21-191**

**RESOLUTION ACCEPTING THE WORK OF  
CARLEY CONSTRUCTION IN CONNECTION WITH  
THE RIVER'S EDGE AVENUE B AND PIAZZA PARKING IMPORVEMENTS  
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE  
A CITY CHECK IN THE AMOUNT OF \$22,013.13  
PROJECT #CD20-01**

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Carley Construction for The River's Edge Avenue B and Piazza Parking improvements; and

WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the city clerk; and

WHEREAS, a request for final payment in the amount of \$22,013.13 to Carley Construction has been submitted to the city council for approval and payment; and

WHEREAS, final payment is due 30 days after acceptance of the work; and

WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$22,013.13 constitutes a valid obligation of the City and should in its best interest be paid.

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

Said improvements are hereby accepted as having been fully completed in accordance with plans and specifications.

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of \$22,013.13 payable to Carley Construction.

ADOPTED  
AND  
APPROVED

June 14, 2021

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

ATTEST:

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



## Council Communication

Department: Mayor  
Case/Project No.:  
Boards/Commissions  
Submitted by: Matt Walsh

Mayor's Appointments  
ITEM 3.L.

Council Action: 6/14/2021

### Description

Parks & Recreation Commission and Storm Water Advisory Committee

### Background/Discussion

With City Council concurrence, I would like to make the following reappointments:

Reappoint the following to the *Parks & Recreation Commission* with term expiring 05/01/2024:

David Stroebele  
1613 Tipton Drive

Reappoint the following to the *Storm Water Advisory Committee* with term expiring 06/30/2025:

Mary Anne Bragg  
305 Buena Vista Circle

### Recommendation

**NOTICE TO REDEEM FROM TAX SALE**

TO: Michelle L. Thompson a/k/a Michelle Lee Thompson a/k/a Michelle Thompson and any  
unknown heirs, devisees, grantees, assignees, successors in interest, and claimants  
1524 Ave B  
Council Bluffs, IA 51501

Unknown Spouse of Michelle L. Thompson a/k/a Michelle Lee Thompson a/k/a Michelle  
Thompson, if any  
1524 Ave B  
Council Bluffs, IA 51501

Parties in Possession of  
1524 Ave B  
Council Bluffs, IA 51501

Wayne Thompson  
512 N 38<sup>th</sup> St  
Council Bluffs, IA 51501

RE: Iowa District Court in and for Pottawattamie County, Case No. CDDM013016, dated  
August 12, 2013 vs. Michelle Lee Thompson.

Wayne Thompson  
22 3<sup>rd</sup> Ave  
Council Bluffs, IA 51503

RE: Iowa District Court in and for Pottawattamie County, Case No. CDDM013016, dated  
August 12, 2013 vs. Michelle Lee Thompson.

MidAmerican Energy Company  
401 Douglas Street  
P.O. Box 778  
Sioux City, IA 51102

RE: MidAmerican Energy Company Electric Underground Easement dated November  
30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of  
Pottawattamie County, Iowa.

CLERK RCU  
7 JUN'21  
AM 10:17



Buck's Inc.

5001 Dodge Street

Omaha, NE 68132

RE: MidAmerican Energy Company Electric Underground Easement dated November 30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of Pottawattamie County, Iowa.

Buck's Inc.

4973 Dodge Street

Omaha, NE 68132

RE: MidAmerican Energy Company Electric Underground Easement dated November 30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of Pottawattamie County, Iowa.

Council Bluffs City Attorney

209 Pearl Street

Council Bluffs, IA 51503

RE: Resolution No. 04-112 filed June 9, 2004 in Book 104, Page 26456 of the records of Pottawattamie County, Iowa.

RE: Iowa District Court in and for Pottawattamie County, Case No. CBSMMG151845, dated September 4, 2015 vs. Michelle Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. CBSTA0175299, dated March 3, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. CBSMMG156160, dated November 8, 2016 vs. Michelle L. Thompson.

State of Iowa, Iowa Attorney General

1305 E. Walnut Street

Des Moines, IA 50319

RE: Iowa District Court in and for Pottawattamie County, Case No. STA0175302, dated March 3, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. SRCR046649, dated November 8, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. AGCR150450, dated November 8, 2016 vs. Michelle L. Thompson.

State of Iowa, Pottawattamie County Attorney

227 South 6th Street

Council Bluffs, IA 51501

RE: Iowa District Court in and for Pottawattamie County, Case No. STA0175302, dated March 3, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. SRCR046649, dated November 8, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. AGCR150450, dated November 8, 2016 vs. Michelle L. Thompson.

Council Bluffs City Clerk

c/o City Hall

209 Pearl Street

Council Bluffs, IA 51503

RE: Resolution No. 04-112 filed June 9, 2004 in Book 104, Page 26456 of the records of Pottawattamie County, Iowa.

Pottawattamie County Treasurer

227 South 6th Street

Council Bluffs, IA 51501

Any and all person(s) in possession of the parcel hereinafter described.

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest both known and unknown, and all unknown claimants claiming to have any recorded or unrecorded right, title, or interest in and to the parcel hereinafter described.

YOU ARE NOTIFIED that on the 18th day of June, 2018, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

Lot 11 in Block 8, Beer's Subdivision to the City of Council Bluffs, Pottawattamie County, Iowa.

PARCEL NO. 754426461006

CERTIFICATE NO. 18-0354

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the parcel, that a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, pursuant to said tax sale, which Certificate is now lawfully held and owned by ACC287, LLC AND DUTRAC AND ITP and that the right of redemption will expire and a deed to the said parcel will be made to ACC287, LLC AND DUTRAC AND ITP, by the Treasurer of Pottawattamie County, Iowa, thereby relinquishing all your rights, title and interest in the above-described parcel unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.

Dated this 2 day of June, 2021.

ACC287, LLC AND DUTRAC AND ITP

By: 

Nathan D. Runde-AT009759

Of

Clemens, Walters, Conlon

Runde & Hiatt, L.L.P.

2080 Southpark Court

Dubuque, IA 52003

Tel: (563)582-2926

Fax: (563)582-2998

Email: [nrunde@cwcmllaw.com](mailto:nrunde@cwcmllaw.com)

**NOTE:** Do not contact the purchaser at the tax sale or his attorney in order to arrange for payment of the amounts necessary to redeem this property. The only means by which you may redeem this property is through payment of the amounts due through the Pottawattamie County Treasurer, Pottawattamie County Courthouse, Council Bluffs, Iowa, (712) 328-5627.

## NOTICE TO REDEEM FROM TAX SALE

TO: Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
1410 3<sup>rd</sup> Avenue  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
1410 3<sup>rd</sup> Avenue  
Council Bluffs, IA 51501

Parties in Possession of  
1410 3<sup>rd</sup> Avenue  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
210 Greenwood Street  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
210 Greenwood Street  
Council Bluffs, IA 51503

MidAmerican Energy Company  
401 Douglas Street  
P.O. Box 778  
Sioux City, IA 51102

RE: MidAmerican Energy Company Electric Underground Easement dated November  
30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of  
Pottawattamie County, Iowa.

Buck's Inc.  
5001 Dodge Street  
Omaha, NE 68132

RE: MidAmerican Energy Company Electric Underground Easement dated November  
30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of  
Pottawattamie County, Iowa.

CLERK RCVD

7 JUN'21

AM10:17

Buck's Inc.  
4973 Dodge Street  
Omaha, NE 68132

RE: MidAmerican Energy Company Electric Underground Easement dated November  
30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of  
Pottawattamie County, Iowa.

Council Bluffs City Attorney  
209 Pearl Street  
Council Bluffs, IA 51503

RE: Iowa District Court in and for Pottawattamie County, Case No. CBCIMG147153,  
dated June 1, 2015 vs. Karleen Risner.

RE: Resolution No. 04-112 filed June 9, 2004 in Book 104, Page 26456 of the records of  
Pottawattamie County, Iowa.

Council Bluffs City Clerk  
c/o City Hall  
209 Pearl Street  
Council Bluffs, IA 51503

RE: Resolution No. 04-112 filed June 9, 2004 in Book 104, Page 26456 of the records of  
Pottawattamie County, Iowa.

Pottawattamie County Treasurer  
227 South 6th Street  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
737 Lindberg Dr  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
737 Lindberg Dr  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
206 Greenwood St  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
206 Greenwood St  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
9 Black Hawk St  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
9 Black Hawk St  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
269 Harrison St  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
269 Harrison St  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
1822 6<sup>th</sup> Ave  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
1822 6<sup>th</sup> Ave  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
816 1<sup>st</sup> Ave  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
816 1<sup>st</sup> Ave  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
405 Arnold Ave  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
405 Arnold Ave  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
422 N 8<sup>th</sup> St  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
422 N 8<sup>th</sup> St  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
2416 Ave C  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
2416 Ave C  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
2535 7<sup>th</sup> Ave  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
2535 7<sup>th</sup> Ave  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
3021 Ave D  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
3021 Ave D  
Council Bluffs, IA 51501

Any and all person(s) in possession of the parcel hereinafter described.

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest  
both known and unknown, and all unknown claimants claiming to have any recorded or  
unrecorded right, title, or interest in and to the parcel hereinafter described.

YOU ARE NOTIFIED that on the 18th day of June, 2018, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

Beers Sub, Lt. 12, Block 32

PARCEL NO. 754435211012

CERTIFICATE NO. 18-0403

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the parcel, that a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, pursuant to said tax sale, which Certificate is now lawfully held and owned by ACC2, LLC and that the right of redemption will expire and a deed to the said parcel will be made to ACC2, LLC, by the Treasurer of Pottawattamie County, Iowa, thereby relinquishing all your rights, title and interest in the above-described parcel unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.

Dated this 2 day of June, 2021.

ACC2, LLC

By: 

Nathan D. Runde-AT009759

Of

Clemens, Walters, Conlon

Runde & Hiatt, L.L.P.

2080 Southpark Court

Dubuque, IA 52003

Tel: (563)582-2926

Fax: (563)582-2998

Email: [nrunde@cwcmllaw.com](mailto:nrunde@cwcmllaw.com)

**NOTE:** Do not contact the purchaser at the tax sale or his attorney in order to arrange for payment of the amounts necessary to redeem this property. The only means by which you may redeem this property is through payment of the amounts due through the Pottawattamie County Treasurer, Pottawattamie County Courthouse, Council Bluffs, Iowa, (712) 328-5627.



**NOTICE TO REDEEM FROM TAX SALE**

TO: Michelle L. Thompson a/k/a Michelle Lee Thompson a/k/a Michelle Thompson and any  
unknown heirs, devisees, grantees, assignees, successors in interest, and claimants  
1524 Ave B  
Council Bluffs, IA 51501

Unknown Spouse of Michelle L. Thompson a/k/a Michelle Lee Thompson a/k/a Michelle  
Thompson, if any  
1524 Ave B  
Council Bluffs, IA 51501

Parties in Possession of  
1524 Ave B  
Council Bluffs, IA 51501

Wayne Thompson  
512 N 38<sup>th</sup> St  
Council Bluffs, IA 51501

RE: Iowa District Court in and for Pottawattamie County, Case No. CDDM013016, dated  
August 12, 2013 vs. Michelle Lee Thompson.

Wayne Thompson  
22 3<sup>rd</sup> Ave  
Council Bluffs, IA 51503

RE: Iowa District Court in and for Pottawattamie County, Case No. CDDM013016, dated  
August 12, 2013 vs. Michelle Lee Thompson.

MidAmerican Energy Company  
401 Douglas Street  
P.O. Box 778  
Sioux City, IA 51102

RE: MidAmerican Energy Company Electric Underground Easement dated November  
30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of  
Pottawattamie County, Iowa.

CLERK RCVD

4 JUN'21

PM3:07

Buck's Inc.

5001 Dodge Street

Omaha, NE 68132

RE: MidAmerican Energy Company Electric Underground Easement dated November 30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of Pottawattamie County, Iowa.

Buck's Inc.

4973 Dodge Street

Omaha, NE 68132

RE: MidAmerican Energy Company Electric Underground Easement dated November 30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of Pottawattamie County, Iowa.

Council Bluffs City Attorney

209 Pearl Street

Council Bluffs, IA 51503

RE: Resolution No. 04-112 filed June 9, 2004 in Book 104, Page 26456 of the records of Pottawattamie County, Iowa.

RE: Iowa District Court in and for Pottawattamie County, Case No. CBSMMG151845, dated September 4, 2015 vs. Michelle Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. CBSTA0175299, dated March 3, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. CBSMMG156160, dated November 8, 2016 vs. Michelle L. Thompson.

State of Iowa, Iowa Attorney General

1305 E. Walnut Street

Des Moines, IA 50319

RE: Iowa District Court in and for Pottawattamie County, Case No. STA0175302, dated March 3, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. SRCR046649, dated November 8, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. AGCR150450, dated November 8, 2016 vs. Michelle L. Thompson.

State of Iowa, Pottawattamie County Attorney

227 South 6th Street

Council Bluffs, IA 51501

RE: Iowa District Court in and for Pottawattamie County, Case No. STA0175302, dated March 3, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. SRCR046649, dated November 8, 2016 vs. Michelle Lee Thompson.

RE: Iowa District Court in and for Pottawattamie County, Case No. AGCR150450, dated November 8, 2016 vs. Michelle L. Thompson.

Council Bluffs City Clerk  
c/o City Hall  
209 Pearl Street  
Council Bluffs, IA 51503

RE: Resolution No. 04-112 filed June 9, 2004 in Book 104, Page 26456 of the records of Pottawattamie County, Iowa.

Pottawattamie County Treasurer  
227 South 6th Street  
Council Bluffs, IA 51501

Any and all person(s) in possession of the parcel hereinafter described.

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest both known and unknown, and all unknown claimants claiming to have any recorded or unrecorded right, title, or interest in and to the parcel hereinafter described.

YOU ARE NOTIFIED that on the 18th day of June, 2018, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

Lot 11 in Block 8, Beer's Subdivision to the City of Council Bluffs, Pottawattamie County, Iowa.


PARCEL NO. 754426461006

CERTIFICATE NO. 18-0354

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the parcel, that a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, pursuant to said tax sale, which Certificate is now lawfully held and owned by ACC287, LLC AND DUTRAC AND ITP and that the right of redemption will expire and a deed to the said parcel will be made to ACC287, LLC AND DUTRAC AND ITP, by the Treasurer of Pottawattamie County, Iowa, thereby relinquishing all your rights, title and interest in the above-described parcel unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.

Dated this 2 day of June, 2021.

ACC287, LLC AND DUTRAC AND ITP

By:   
Nathan D. Runde-AT009759  
Of  
Clemens, Walters, Conlon  
Runde & Hiatt, L.L.P.  
2080 Southpark Court  
Dubuque, IA 52003  
Tel: (563)582-2926  
Fax: (563)582-2998  
Email: [nrunde@cwcmllaw.com](mailto:nrunde@cwcmllaw.com)

**NOTE:** Do not contact the purchaser at the tax sale or his attorney in order to arrange for payment of the amounts necessary to redeem this property. The only means by which you may redeem this property is through payment of the amounts due through the Pottawattamie County Treasurer, Pottawattamie County Courthouse, Council Bluffs, Iowa, (712) 328-5627.

## NOTICE TO REDEEM FROM TAX SALE

TO: Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
1410 3<sup>rd</sup> Avenue  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
1410 3<sup>rd</sup> Avenue  
Council Bluffs, IA 51501

Parties in Possession of  
1410 3<sup>rd</sup> Avenue  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
210 Greenwood Street  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
210 Greenwood Street  
Council Bluffs, IA 51503

MidAmerican Energy Company  
401 Douglas Street  
P.O. Box 778  
Sioux City, IA 51102

RE: MidAmerican Energy Company Electric Underground Easement dated November  
30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of  
Pottawattamie County, Iowa.

Buck's Inc.  
5001 Dodge Street  
Omaha, NE 68132

RE: MidAmerican Energy Company Electric Underground Easement dated November  
30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of  
Pottawattamie County, Iowa.

CLERK RCVD

Buck's Inc.  
4973 Dodge Street  
Omaha, NE 68132

4 JUN'21

PM3:07

RE: MidAmerican Energy Company Electric Underground Easement dated November  
30, 1198, filed December 11, 1998 in Book 99, Page 30288 of the records of  
Pottawattamie County, Iowa.

Council Bluffs City Attorney  
209 Pearl Street  
Council Bluffs, IA 51503

RE: Iowa District Court in and for Pottawattamie County, Case No. CBCIMG147153,  
dated June 1, 2015 vs. Karleen Risner.

RE: Resolution No. 04-112 filed June 9, 2004 in Book 104, Page 26456 of the records of  
Pottawattamie County, Iowa.

Council Bluffs City Clerk  
c/o City Hall  
209 Pearl Street  
Council Bluffs, IA 51503

RE: Resolution No. 04-112 filed June 9, 2004 in Book 104, Page 26456 of the records of  
Pottawattamie County, Iowa.

Pottawattamie County Treasurer  
227 South 6th Street  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
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737 Lindberg Dr  
Council Bluffs, IA 51503

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any  
737 Lindberg Dr  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
206 Greenwood St  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
206 Greenwood St  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
9 Black Hawk St  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
9 Black Hawk St  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
269 Harrison St  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
269 Harrison St  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
1822 6<sup>th</sup> Ave  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
1822 6<sup>th</sup> Ave  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
816 1<sup>st</sup> Ave  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
816 1<sup>st</sup> Ave  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
405 Arnold Ave  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
405 Arnold Ave  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
422 N 8<sup>th</sup> St  
Council Bluffs, IA 51503

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
422 N 8<sup>th</sup> St  
Council Bluffs, IA 51503

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
2416 Ave C  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
2416 Ave C  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
2535 7<sup>th</sup> Ave  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
2535 7<sup>th</sup> Ave  
Council Bluffs, IA 51501

Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner and any unknown heirs,  
devisees, grantees, assignees, successors in interest, and claimants  
3021 Ave D  
Council Bluffs, IA 51501

Unknown Spouse of Karleen K. Risner a/k/a Karleen Kay Risner a/k/a Karleen Risner, if  
any  
3021 Ave D  
Council Bluffs, IA 51501

Any and all person(s) in possession of the parcel hereinafter described.

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest  
both known and unknown, and all unknown claimants claiming to have any recorded or  
unrecorded right, title, or interest in and to the parcel hereinafter described.



YOU ARE NOTIFIED that on the 18th day of June, 2018, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

Beers Sub, Lt. 12, Block 32

PARCEL NO. 754435211012

CERTIFICATE NO. 18-0403

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the parcel, that a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, pursuant to said tax sale, which Certificate is now lawfully held and owned by ACC2, LLC and that the right of redemption will expire and a deed to the said parcel will be made to ACC2, LLC, by the Treasurer of Pottawattamie County, Iowa, thereby relinquishing all your rights, title and interest in the above-described parcel unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.

Dated this 2 day of June, 2021.

ACC2, LLC

By: 

Nathan D. Runde-AT009759

Of

Clemens, Walters, Conlon

Runde & Hiatt, L.L.P.

2080 Southpark Court

Dubuque, IA 52003

Tel: (563)582-2926

Fax: (563)582-2998

Email: [nrunde@cwcmllaw.com](mailto:nrunde@cwcmllaw.com)

**NOTE:** Do not contact the purchaser at the tax sale or his attorney in order to arrange for payment of the amounts necessary to redeem this property. The only means by which you may redeem this property is through payment of the amounts due through the Pottawattamie County Treasurer, Pottawattamie County Courthouse, Council Bluffs, Iowa, (712) 328-5627.

## NOTICE TO REDEEM FROM TAX SALE

TO: Johann Nikolaus Guido Franciskus Becker and any unknown heirs, devisees, grantees, assignees, successors in interest, and claimants  
20425 Concord Loop  
Council Bluffs, IA 51503

Unknown Spouse of Johann Nikolaus Guido Franciskus Becker, if any  
20425 Concord Loop  
Council Bluffs, IA 51503

Parties in Possession of  
20425 Concord Loop  
Council Bluffs, IA 51503

Johann Nikolaus Guido Franciskus Becker and any unknown heirs, devisees, grantees, assignees, successors in interest, and claimants  
P.O. Box 1821  
Council Bluffs, IA 51502

Unknown Spouse of Johann Nikolaus Guido Franciskus Becker, if any  
P.O. Box 1821  
Council Bluffs, IA 51502

Daniel Joseph Kessler  
5062 South 108<sup>th</sup> St #197  
Omaha, NE 68137

RE: Solar Easement dated June 8, 2016, filed June 8, 2016 in Book 2016, Page 07615 of the records of Pottawattamie County, Iowa.

RE: Wind Energy Easement dated June 8, 2016, filed June 8, 2016 in Book 2016, Page 07616 of the records of Pottawattamie County, Iowa.

Council Bluffs City Clerk  
c/o City Hall  
209 Pearl Street, Ste. 102  
Council Bluffs, IA 51503

CLERK RCD  
21 MAY '21  
PM 4:33

Pottawattamie County Treasurer  
227 South 6th Street  
Council Bluffs, IA 51501

Any and all person(s) in possession of the parcel hereinafter described.

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest both known and unknown, and all unknown claimants claiming to have any recorded or unrecorded right, title, or interest in and to the parcel hereinafter described.

YOU ARE NOTIFIED that on the 18th day of June, 2018, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

A Parcel of land located in part of the NE 1/4 NW 1/4 and part of NW 1/4 NE 1/4 in Section 9, Township 74 North, Range 43 West of the 5th P.M., Pottawattamie County, Iowa, described as follows: Commencing at the N 1/4 corner of said Section 9-74-43, thence S0°52'30"W 272.68 feet to the point of beginning, thence S0°03'08"W 54.64 feet, thence S89°30'00"E 561.38 feet, thence N3°32'37"E 296.80 feet to a point on the South R.O.W. of U.S. Highway 92, thence along said R.O.W. the following courses: N88°14'02"W 217.88 feet, S74°59'50"W 381.20 feet, N83°47'38"W 200.87 feet; thence S 34°24'27"W 214.49 feet to a point 33 feet Easterly from the centerline of a county road (Concord Lamp Road), thence along said R.O.W. S25°09'15"W 14.00 feet, thence departing said R.O.W. N86°01'22"E 334.00 feet to the point of beginning. Said parcel excluding any public R.O.W. NOTE: Bearings are assumed and based on a survey plat completed by Nance Engineering dated 12/20/67.

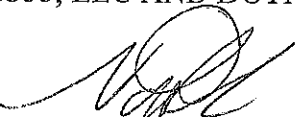
DISTRICT: 049  
CERTIFICATE NO. 18-0486

PARCEL NO. 744309201001

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the parcel, that a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, pursuant to said tax sale, which Certificate is now lawfully held and owned by ACC355, LLC AND DUTRAC and that the right of redemption will expire and a deed to the said parcel will be made to ACC355, LLC AND DUTRAC, by the Treasurer of Pottawattamie County, Iowa, thereby relinquishing all your rights, title and interest in the above-described parcel unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.

Dated this 18 day of May, 2021.

ACC355, LLC AND DUTRAC

By: 

Nathan D. Runde-AT009759

Of

Clemens, Walters, Conlon

Runde & Hiatt, L.L.P.

2080 Southpark Court

Dubuque, IA 52003

Tel: (563)582-2926

Fax: (563)582-2998

Email: [nrunde@cwcmllaw.com](mailto:nrunde@cwcmllaw.com)

**NOTE:** Do not contact the purchaser at the tax sale or his attorney in order to arrange for payment of the amounts necessary to redeem this property. The only means by which you may redeem this property is through payment of the amounts due through the Pottawattamie County Treasurer, Pottawattamie County Courthouse, Council Bluffs, Iowa, (712) 328-5627.

## NOTICE TO REDEEM FROM TAX SALE

TO: Terry L. Cooper a/k/a Terry Cooper and any unknown heirs, devisees, grantees, assignees, successors in interest, and claimants  
500 Franklin Ave  
Council Bluffs, IA 51503

Michelle E. Cooper a/k/a Michelle Etta Cooper and any unknown heirs, devisees, grantees, assignees, successors in interest, and claimants  
500 Franklin Ave  
Council Bluffs, IA 51503

Unknown Spouse of Terry L. Cooper a/k/a Terry Cooper, if any  
500 Franklin Ave  
Council Bluffs, IA 51503

Terry L. Cooper a/k/a Terry Cooper and any unknown heirs, devisees, grantees, assignees, successors in interest, and claimants  
37 Indian Hills Road  
Glenwood, IA 51534

Michelle E. Cooper a/k/a Michelle Etta Cooper and any unknown heirs, devisees, grantees, assignees, successors in interest, and claimants  
37 Indian Hills Road  
Glenwood, IA 51534

Unknown Spouse of Terry L. Cooper a/k/a Terry Cooper, if any  
37 Indian Hills Road  
Glenwood, IA 51534

CLERK RCVD

21 MAY 21

PM 4:33

Parties in Possession of  
500 Franklin Ave  
Council Bluffs, IA 51503

LeRoy Cooper  
1709 9<sup>th</sup> Street  
Harlan, IA 51537

RE: Real Estate Mortgage dated September 25, 2007, filed November 02, 2007 in Book 2007, Page 017655 of the records of Pottawattamie County, Iowa.

Myrna Cooper  
1709 9<sup>th</sup> Street  
Harlan, IA 51537

RE: Real Estate Mortgage dated September 25, 2007, filed November 02, 2007 in Book 2007, Page 017655 of the records of Pottawattamie County, Iowa.

Home Loan Investment Bank, F.S.B.

One Home Loan Plaza

Warwick, Rhode Island 02886-1765

RE: Mortgage dated November 20, 2014, filed December 01, 2014 in Book 2014, Page 14496 of the records of Pottawattamie County, Iowa.

Council Bluffs City Clerk

c/o City Hall

209 Pearl Street, Ste. 102

Council Bluffs, IA 51503

Pottawattamie County Treasurer

227 South 6th Street

Council Bluffs, IA 51501

Any and all person(s) in possession of the parcel hereinafter described.

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest both known and unknown, and all unknown claimants claiming to have any recorded or unrecorded right, title, or interest in and to the parcel hereinafter described.

YOU ARE NOTIFIED that on the 18th day of June, 2018, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

**Lot 2, Block 8, Eubank's Second Addition to Council Bluffs, Pottawattamie County, Iowa.**

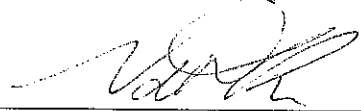
PARCEL NO. 754330365010

CERTIFICATE NO. 18-0314

was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the parcel, that a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, pursuant to said tax sale, which Certificate is now lawfully held and owned by ACC439, LLC AND DUTRAC and that the right of redemption will expire and a deed to the said parcel will be made to ACC439, LLC AND DUTRAC, by the Treasurer of Pottawattamie County, Iowa, thereby relinquishing all your rights, title and interest in the above-described parcel unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.

Dated this 18 day of May, 2021.

ACC439, LLC AND DUTRAC

By: 

Nathan D. Runde-AT009759

Of

Clemens, Walters, Conlon

Runde & Hiatt, L.L.P.

2080 Southpark Court

Dubuque, IA 52003

Tel: (563)582-2926

Fax: (563)582-2998

Email: [nrunde@cwcmllaw.com](mailto:nrunde@cwcmllaw.com)

**NOTE:** Do not contact the purchaser at the tax sale or his attorney in order to arrange for payment of the amounts necessary to redeem this property. The only means by which you may redeem this property is through payment of the amounts due through the Pottawattamie County Treasurer, Pottawattamie County Courthouse, Council Bluffs, Iowa, (712) 328-5627.

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

CITY CLAIM NO. 21-CO-2117

### NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Patricia J. Holton DAY PHONE: 41  
ADDRESS: \_\_\_\_\_ DOB: \_\_\_\_\_  
DATE & TIME OF LOSS/ACCIDENT: Thursday August 13, 2020 08:00AM  
LOCATION OF LOSS/ACCIDENT: North east corner of Bennett and Bohman avenues on the sidewalk  
DESCRIPTION OF LOSS/ACCIDENT: I was on a morning walk. Looked up at the light to make sure it said "Walk" it did so I started to walk and stepped in the hole

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 251000.00  
WITNESS(ES) (Name(s), Address(es), Phone No(s)): Lori Fleer 540 Arnold Ave

WAS POLICE REPORT FILED YES ☒ NO ☐ I called the non-emergency number  
IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:  
VA Hospital Emergency Room, 4101 Woolworth Ave Omaha, NE  
68105 800-451-5796

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: \_\_\_\_\_

LIST INSURANCE PROVIDER AND COVERAGE: Veteran's Administration

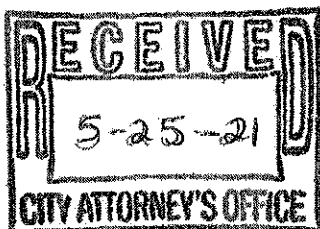
I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

4/20/2021  
DATE

Patricia J. Holton  
CLAIMANT'S SIGNATURE

CLERK RCVD



25 MAY '21

PM 12:21

## Council Communication

Department: City Clerk

Case/Project No.: ZT-21-003

Submitted by: Haley Weber,  
Planner

Ordinance 6455 & Ordinance 6456  
ITEM 4.A.

Council Action: 6/14/2021

### Description

1. Ordinance to amend Chapter 15.16 C-3/Commercial District of the 2020 Municipal Code (Zoning Ordinance) by amending Section 15.16.020 "Principal Uses" to allow "Dwelling, Multifamily".
2. Ordinance to amend Chapter 15.17 C-4/Commercial District of the 2020 Municipal Code (Zoning Ordinance) by amending Section 15.17.020 "Principal Uses" to allow "Dwelling, Multifamily".

### Background/Discussion

See attachments.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	5/14/2021
Attachment A - Proposed Sections	Other	5/14/2021
CASE #ZT-21-003 public hearing notice	Notice	5/14/2021
Ordinance 6455	Ordinance	5/19/2021
Ordinance 6456	Ordinance	5/19/2021



### City Council Communication

Department: Community Development  CASE #ZT-21-003  Applicant: City of Council Bluffs 209 Pearl Street Council Bluffs, IA 51503	Ordinance No. _____	City Council 1 <sup>st</sup> Consideration: 05/24/2021 2 <sup>nd</sup> Consideration: 06/14/2021 3 <sup>rd</sup> Consideration: Request to be waived  Planning Commission: 5/11/2021
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#### Subject/Title

**Request:** Public hearing on the request of the City of Council Bluffs to amend Sections 15.16.020 and 15.17.020 of the Council Bluffs Municipal Code (Zoning Ordinance) to allow ‘dwelling, multi-family’, as defined in §15.03.220, as a principal use in a C-3/Commercial District and C-4/Commercial District.

#### Background

The Community Development Department is proposing to amend Chapter 15.16 and 15.17 to allow ‘dwelling, multifamily,’ defined in Section 15.03.220 as a ‘building or buildings designed and constructed to contain three or more individual dwelling units’ in the C-3 and C-4 Commercial Districts as follows:

- Amend Section 15.16.020 by adding ‘dwelling, multifamily’ as a principal use in the C-3 District; and
- Amend Section 15.17.020 by adding ‘dwelling, multifamily’ as a principal use in the C-4 District.

All City Departments and local utilities were notified of the proposed text amendment. No adverse comments have been received.

#### Discussion

1. The purpose of the proposed text amendment is to allow appropriate in-fill residential development and adaptive reuse of existing buildings in the downtown and downtown adjacent areas, which are primarily zoned C-3 and C-4.
2. Allowing multifamily dwellings in the C-3 and C-4 Districts would maximize the use of public and private resources by locating higher density developments within areas of the city that have existing infrastructure, and access to public transportation, employment, commercial/retail establishments, schools, and other supportive services.
3. The 100 Block of West Broadway Historic District is zoned C-4/Commercial District and the Haymarket Historic District is zoned C-3/Commercial District. The mixed commercial/residential nature of these areas is integral to maintaining the historic character of both districts. In the future, the City should look to adopt an overlay for these areas to protect the historic integrity of these districts.

#### Recommendation

The Community Development Department recommends approval of the request to amend Title 15: Zoning of the Council Bluffs Municipal Code (Zoning Ordinance), Section 15.16.020, Principal Uses, and Section 15.17.020, Principal Uses, to allow ‘dwelling, multifamily’ in the C-3 and C-4 Commercial Districts.

### **Public Hearing**

Staff speaker for the request:

1. Haley Weber, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs, Iowa 51503
2. Christopher Gibbons, Planning Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs, Iowa 51503

Speakers in favor: None

Speakers against: None

### **Planning Commission Recommendation**

The Planning Commission recommended approval to approval to amend Sections 15.16.020 and 15.17.020 of the Council Bluffs Municipal Code (Zoning Ordinance) to allow ‘dwelling, multi-family’, as defined in §15.03.220, as a principal use in a C-3/Commercial District and C-4/Commercial District.

VOTE: AYE – Bass, Halm, Hutcheson, Rater, Scott, and Stroebele. NAY – None. ABSTAIN – None.  
ABSENT - Danielsen, Haner, Rew, and VanHouten. VACANT - One Motion: Carried.

### **Attachments**

Attachment A: Proposed Sections 15.16.020 and 15.17.020

Prepared by: Haley Weber, Planner, Community Development Department

## Attachment A

### 15.16.020 Principal Uses

The following principal uses shall be permitted outright in a C-3 district:

1. Automobile service establishment;
2. Business, professional office;
3. Business goods and service establishment;
4. Club or lodge;
5. College or university;
6. Commercial recreation (indoor);
7. Consumer service establishment;
8. Cultural service;
9. Dwelling, multifamily
10. Financial service;
11. Funeral service;
12. General government use;
13. Hospital;
14. Hotel/motel;
15. Mixed commercial/residential structure;
16. Newspaper printing;
17. Park and recreation service;
18. Pawn shop;
19. Private parking lot;
20. Public parking lot;
21. Religious assembly;
22. Restaurant (drive-in, limited and general);
23. Retail shopping establishment;
24. School;
25. Second hand store;
26. Tattoo parlor;
27. Tavern;
28. Small alcohol production facility.

(Ord. No. 6027, § 1, 2-23-2009; Ord. No. 6292, § 1, 5-8-2017; Ord. No. 6343, § 1, 8-13-2018)

**Editor's note**— Ord. No. 6027, § 1, adopted Feb. 23, 2009, repealed the former § 15.16.020, and enacted a new CBMC 15.16.020 as set out herein. The former CBMC 15.16.020 pertained to similar subject matter and derived from Ord. No. 5556, § 1, adopted 2001.

### 15.17.020 Principal Uses

The following principal uses shall be permitted outright in a C-4 district:

1. Automobile service establishment;
2. Business, professional office;
3. Business goods and service establishment;
4. Club or lodge;
5. College or university;
6. Commercial recreation (indoor);
7. Consumer service establishment;
8. Cultural service;
9. Dwelling, multifamily
10. Financial service;

11. Funeral service;
12. General government use;
13. Hospital;
14. Hotel/motel;
15. Mixed commercial/residential structure;
16. Newspaper printing;
17. Park and recreation service;
18. Pawn shop;
19. Private parking lot;
20. Public parking lot;
21. Religious assembly;
22. Restaurant (drive-in, limited and general);
23. Retail shopping establishment;
24. School;
25. Second hand store;
26. Tattoo parlor;
27. Tavern;
28. Small alcohol production facility.

(Ord. 5469 § 3 (part), 1999)

(Ord. No. 6293, § 1, 5-8-2017; Ord. No. 6342, § 1, 8-13-2018)

## **NOTICE OF PUBLIC HEARING**

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 the Community Development Department to amend Sections 15.16.020 and 15.17.020 of the Council Bluffs Municipal Code (Zoning Ordinance) to allow 'dwelling, multi-family', as defined in §15.03.220, as a principal use in a C-3/Commercial District and C-4/Commercial District.

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 14th day of June, 2021 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. 6455**

**AN ORDINANCE TO AMEND CHAPTER 15.16 C-3/COMMERCIAL DISTRICT OF THE 2020 MUNICIPAL CODE (ZONING ORDINANCE) OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 15.16.020 “PRINCIPAL USES” TO ALLOW “DWELLING, MULTIFAMILY”.**

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

**SECTION 1.** That Chapter 15.16 “C-3/Commercial District” of the 2020 Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by amending Section 15.16.020 “Principal Uses” to include “Dwelling, multifamily” by reading as follows:

**15.16.020 Principal Uses.**

The following principal uses shall be permitted outright in a C-3 district:

- A. Automobile service establishment;
- B. Business, professional office;
- C. Business goods and service establishment;
- D. Club or lodge;
- E. College or university;
- F. Commercial recreation (indoor);
- G. Consumer service establishment;
- H. Cultural service;
- I. Financial service;
- J. Funeral service;
- K. General government use;
- L. Hospital;
- M. Hotel/motel;
- N. Mixed commercial/residential structure;
- O. Newspaper printing;
- P. Park and recreation service;
- Q. Pawn shop;
- R. Private parking lot;
- S. Public parking lot;
- T. Religious assembly;
- U. Restaurant (drive-in, limited and general);
- V. Retail shopping establishment;
- W. School;
- X. Second hand store;
- Y. Tattoo parlor;
- Z. Tavern;
- AA. Small alcohol production facility;
- BB. Dwelling, multifamily.

**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

June 24, 2021.

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

\_\_\_\_\_  
Mayor

Attest:

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

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

First Consideration: 5-24-21  
Second Consideration: 6-14-21  
Public Hearing: 6-14-21  
Third Consideration: \_\_\_\_\_

**ORDINANCE NO. 6456**

**AN ORDINANCE TO AMEND CHAPTER 15.17 C-4/COMMERCIAL DISTRICT OF THE 2020 MUNICIPAL CODE (ZONING ORDINANCE) OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 15.17.020 “PRINCIPAL USES” TO ALLOW “DWELLING, MULTIFAMILY”.**

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

**SECTION 1.** That Chapter 15.17 “C-4/Commercial District” of the 2020 Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by amending Section 15.17.020 “Principal Uses” to include “Dwelling, multifamily” by reading as follows:

**15.17.020 Principal Uses**

The following principal uses shall be permitted outright in a C-4 district:

- A. Business, professional office;
- B. Business goods and service establishment;
- C. Club or lodge;
- D. College or university;
- E. Commercial recreation (indoor);
- F. Consumer service establishment;
- G. Cultural service;
- H. Dwelling, multifamily;
- I. Financial service;
- J. Funeral service;
- K. General government use;
- L. Hospital;
- M. Hotel/motel;
- N. Mixed commercial/residential structure;
- O. Newspaper printing;
- P. Park and recreation service;
- Q. Pawn shop;
- R. Private parking lot;
- S. Public parking lot;
- T. Religious assembly;
- U. Restaurant (drive-in, limited and general);
- V. Retail shopping establishment;
- W. School;
- X. Second hand store;
- Y. Tattoo parlor;
- Z. Tavern;
- AA. Small alcohol production facility.

(Ord. 5469 § 3 (part), 1999)

(Ord. No. 6293, § 1, 5-8-2017; Ord. No. 6342, § 1, 8-13-2018)



**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

June 24, 2021.

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

\_\_\_\_\_  
Mayor

Attest:

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

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

First Consideration: 5-24-21  
Second Consideration: 6-14-21  
Public Hearing: 6-14-21  
Third Consideration: \_\_\_\_\_

## Council Communication

Department: City Clerk  
Case/Project No.: ZC-21-005  
Submitted by: Moises Monrroy,  
Planner

Ordinance 6457  
ITEM 4.B.

Council Action: 6/14/2021

### Description

Ordinance to amend the zoning map as adopted by reference in section 15.02.070, by rezoning property legally described as Lots 1 through 6, INRIP Subdivision, Tract No. 1, 1st Addition, and a parcel of land generally described as the Southeasterly 694.14 feet of the Southwesterly 604.81 feet of Government Lot 2 in Section 4-74-44, more specifically described in the Council packet, from P-C/Planned Commercial District to I-2/General Industrial District, as defined in chapter 15.21. Location: Northwest corner of the intersection of 23rd Avenue and South 35th Street. ZC-21-005

### Background/Discussion

See attachments.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	5/14/2021
Attachment A - Location and Zoning Map	Map	5/14/2021
Attachment B - Ladydays Conceptual Site Plan	Other	5/14/2021
Attachment C - Building Elevations	Other	5/14/2021
Attachment D - Legal Description	Other	5/14/2021
Exhibit A - Letter of Support	Letter	5/14/2021
Exhibit B - Statement from Srinivas Kuchipudi	Letter	5/14/2021
Public Hearing Notice	Notice	5/14/2021
Ordinance 6457	Ordinance	5/19/2021

## City Council Communication

<p>Department: Community Development</p> <p>CASE # ZC-21-005</p> <p>Applicant: LDRV Holdings Corp. d/b/a Lazydays 6130 Lazydays Boulevard Seffner, FL 33584</p> <p>Property Owner: 92 Land, LLC c/o Frank R. Krejci 1505 North 203<sup>rd</sup> Street Elkhorn, NE 68022</p> <p>Representative: John H. Jerkovich 535 West Broadway, Suite 100 Council Bluffs, IA 51503</p>	<p>Ordinance No. _____</p>	<p>City Council 1<sup>st</sup> Consideration: 05/24/2021 2<sup>nd</sup> Consideration: 06/14/2021 3<sup>rd</sup> Consideration: Request to be waived</p> <p>Planning Commission: 5/11/2021</p>
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### Subject/Title

**Request:** Public hearing on the request of LDRV Holdings Corp. d/b/a Lazydays, represented by John Jerkovich, to rezone properties legally described as Lots 1 through 6, INRIP Subdivision, Tract No. 1, 1<sup>st</sup> Addition, **AND** a parcel of land generally described as the Southeasterly 694.14 feet of the Southwesterly 604.81 feet of Government Lot 2 in Section 4-74-44, located north of 23<sup>rd</sup> Avenue, northeasterly of Interstate 29 and southwesterly of INRIP Subdivision, City of Council Bluffs, Pottawattamie County, Iowa, from P-C/Planned Commercial District to I-2/General Industrial District.

**Location:** Northwest corner of the intersection of 23<sup>rd</sup> Avenue and South 35<sup>th</sup> Street

### Background

The Community Development Department has received an application from LDRV Holdings Corp. d/b/a Lazydays, represented by John Jerkovich, to rezone properties legally described as Lots 1 through 6, INRIP Subdivision, Tract No. 1, 1<sup>st</sup> Addition, **AND** a parcel of land generally described as the Southeasterly 694.14 feet of the Southwesterly 604.81 feet of Government Lot 2 in Section 4-74-44, located north of 23<sup>rd</sup> Avenue, northeasterly of Interstate 29 and southwesterly of INRIP Subdivision, being more particularly described in Attachment 'D,' City of Council Bluffs, Pottawattamie County, Iowa, from P-C/Planned Commercial District to I-2/General Industrial District.

The subject property is an undeveloped parcel of land located in the general vicinity of the Mid-America Center Entertainment District. The applicant intends to purchase the subject properties in order to develop an RV sales dealership (Lazydays RV). Since 'automobile sales and rental' is not a permitted use in the P-C District, the applicant is requesting to rezone the property to the I-2 District, which allows such operation as a principal use.

### Land Use and Zoning

The following zoning and land uses surround the subject properties:

- North: A plastic pipe supplier (Cresline Plastic Pipe Co., Inc.) and a multitenant commercial building, both of which are zoned I-2/General Industrial District.
- South: An alcoholic-beverage distribution facility (Doll Distributing Inc.) that is zoned I-2/General Industrial District and a restaurant (Quaker Steak & Lube) that is zoned P-C/Planned Commercial District.
- East: A truck service establishment (Reading Truck Equipment) that is zoned I-2/General Industrial District, and two hotels (Microtel Inn & Suites by Wyndham and My Place Hotel) and a movie theater (AMC Council Bluffs 17), all of which are zoned P-C/Planned Commercial District..
- West: Interstate 29.

The future land use plan of the Bluffs Tomorrow: 2030 (Comprehensive Plan) designates the subject properties as Regional Commercial.

Public notices were mailed to all property owners within 200 feet of the request. No comments have been received by the Community Development Department as of the date of this report.

- Ralph Mericle, representing Cresline Plastic Pipe Co., Inc. (2109 South 35<sup>th</sup> Street), contacted the Community Development Department and asked whether the proposed rezoning would restrict traffic access to their facility from 23<sup>rd</sup> Avenue. The Community Development Department stated that vehicular access along 23<sup>rd</sup> Avenue was not expected to be affected by the proposed rezoning.

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.
- The Parks and Recreation Department recommended that a 10-foot wide trail be constructed along 35<sup>th</sup> Street.
- Council Bluffs Water Works stated they have no comments on the request.
- Mid-American Energy Company stated they have no conflict or concerns with the request. They also stated that the developer should contact Mid-American Energy directly to identify project timelines and costs associated with relocating or extending electric distribution facilities for the development.
- Cox Communications stated they have utilities attached to the Mid-American poles at this location.

### Discussion

1. All properties included in the proposed rezoning exceed the minimum lot size requirements of the I-2/General Industrial District.
2. The sale of recreational vehicles would be classified as an ‘automobile sales and rental’ establishment. Since ‘automobile sales and rental’ is not a permitted use in the P-C/Planned Commercial District, the proposed rezoning to the I-2 District is necessary to allow such use on the subject properties.
3. As per Section 15.03.048a, *Automobile Sales and Rental*, of the Council Bluffs Municipal Code (Zoning Ordinance), the minimum lot area for an ‘automobile sales and rental establishment’ is 25,000 square feet. The applicant intends to replat the subject properties into one lot of record for development consistency purposes. The newly created lot would consist of 12.93 acres (563,604 square feet), more or less, of land area, which would exceed the minimum lot size requirements for an ‘automobile sales and rental’ establishment.
4. If proposed rezoning is approved, any construction that occurs on the subject properties shall conform to the site development standards in Section 15.21.050, *Site Development Regulations in the I-2 District*, of the Council Bluffs Municipal Code (Zoning Ordinance).

5. The Mid-America Center Entertainment District is primarily zoned P-C/Planned Commercial District and I-2/General Industrial District. If proposed rezoning is approved, the subject properties will be zoned to a district that remains consistent with the general character of the surrounding area. Additionally, the subject properties are surrounded by I-2 District to the north and south, thus the proposed rezoning would not constitute a spot zoning situation.
6. The subject properties are surrounded by a variety of commercial, entertainment and industrial uses. An RV sales dealership, as proposed by the applicant, would be compatible with the existing development in the vicinity.
7. The Bluffs Tomorrow 2030 (Comprehensive Plan) designates the subject properties as Regional Commercial, which is intended for significant commercial development in high visibility areas. The proposed 'automobile sales and rental' establishment would be consistent with this intent. The I-2 District is generally consistent with the Regional Commercial classification.
8. Adequate utilities (e.g., water, sanitary sewer, electric, etc.) are available to accommodate the uses permitted in the I-2 District.

### **Recommendation**

The Community Development Department recommends approval of the request of LDRV Holdings Corp. d/b/a Lazydays, represented by John Jerkovich, to rezone properties legally described as Lots 1 through 6, INRIP Subdivision, Tract No. 1, 1<sup>st</sup> Addition, **AND** a parcel of land generally described as the Southeasterly 694.14 feet of the Southwesterly 604.81 feet of Government Lot 2 in Section 4-74-44, located north of 23<sup>rd</sup> Avenue, northeasterly of Interstate 29 and southwesterly of INRIP Subdivision, City of Council Bluffs, Pottawattamie County, Iowa, from P-C/Planned Commercial District to I-2/General Industrial District.

### **Public Hearing**

Staff speaker for the request:

1. Moises Monnroy, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs, Iowa 51503

Speakers in favor:

1. John Jerkovich, 535 West Broadway, Council Bluffs, Iowa, 51503
2. Eric Williams, Olsson Associates, 2111 N. 67<sup>th</sup> Street, Omaha, NE 68106

Speakers against: None

### **Planning Commission Recommendation**

The Planning Commission recommended approval of the request of LDRV Holdings Corp. d/b/a Lazydays, represented by John Jerkovich, to rezone properties legally described as Lots 1 through 6, INRIP Subdivision, Tract No. 1, 1<sup>st</sup> Addition, **AND** a parcel of land generally described as the Southeasterly 694.14 feet of the Southwesterly 604.81 feet of Government Lot 2 in Section 4-74-44, located north of 23<sup>rd</sup> Avenue, northeasterly of Interstate 29 and southwesterly of INRIP Subdivision, City of Council Bluffs, Pottawattamie County, Iowa, from P-C/Planned Commercial District to I-2/General Industrial District.

VOTE: AYE – Bass, Halm, Hutcheson, Rater, Scott, and Stroebele. NAY – None. ABSTAIN – None. ABSENT - Danielsen, Haner, Rew, and VanHouten. VACANT - One Motion: Carried.

### **Attachments**

Attachment A: Location/Zoning Map  
Attachment B: Lazydays Conceptual Site Plan  
Attachment C: Lazydays Facility Building Elevations  
Attachment D: Legal Description

Exhibit A: Letter of Support from Doll Distributing  
Exhibit B: Statement from Srinivas Kuchipudi

Prepared by: Moises Monrroy, Planner, Community Development Department

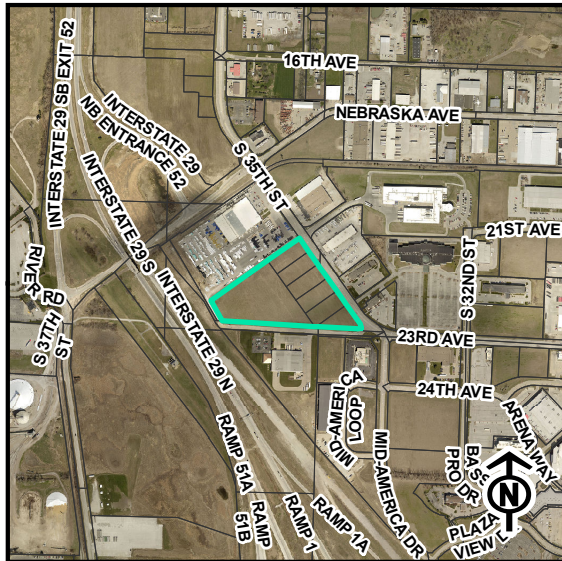


# CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION CASE #ZC-21-005 LOCATION/ZONING MAP

## Legend

 Subject Property

0 100 200  
1 Inch = 203 Feet



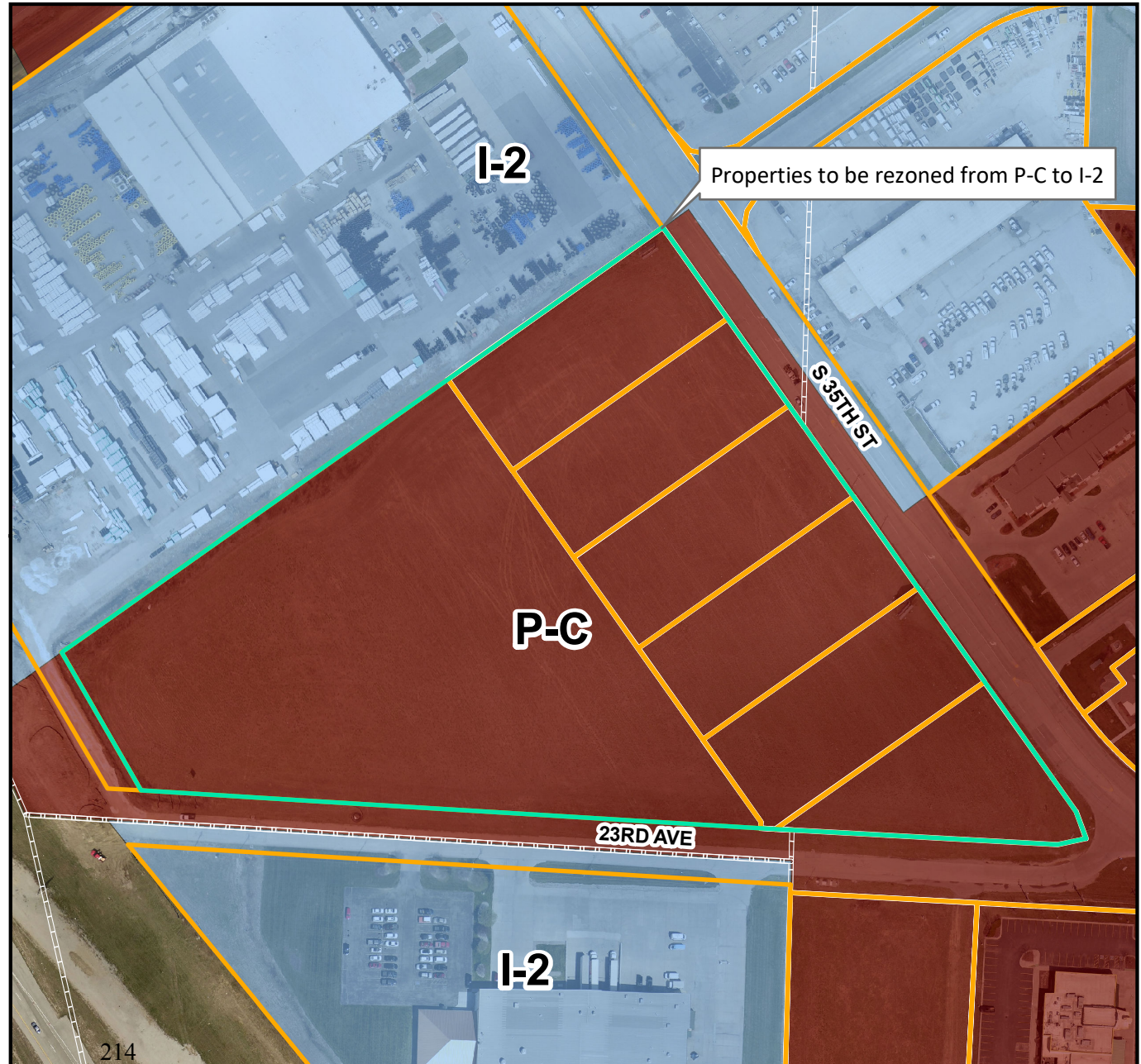
Last Amended: 4/15/2021



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 disclaims 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.

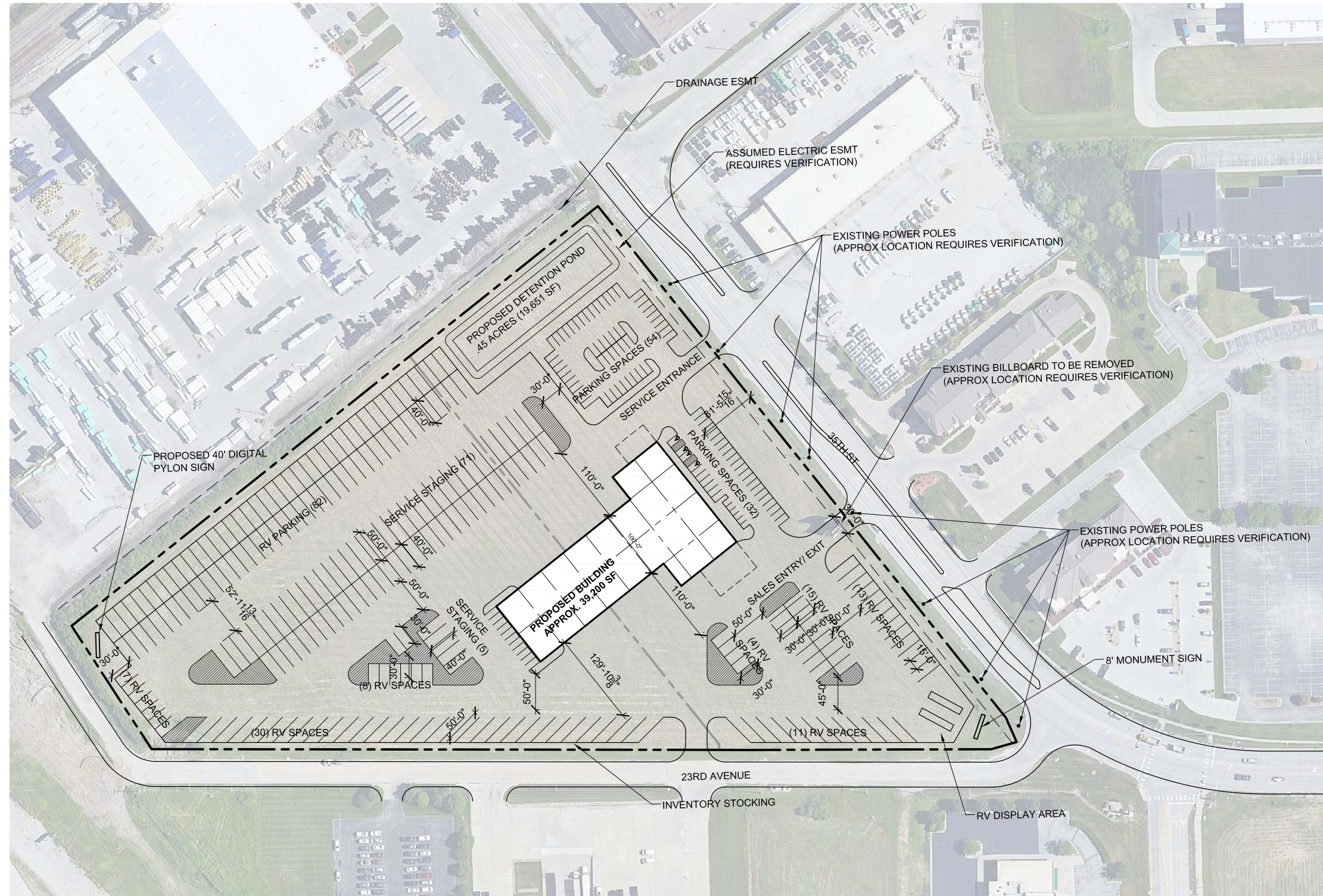




## SITE PLAN -OPT 01

COVERAGE = 7%
---------------

SERVICE STAGING = 76 SPACES

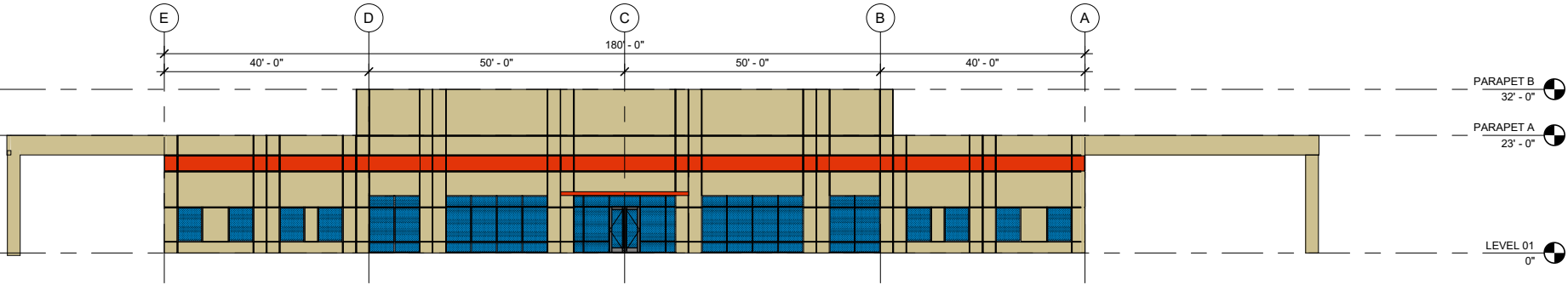


\* ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT/ ENTRY DESIGNS ARE FINALIZED.



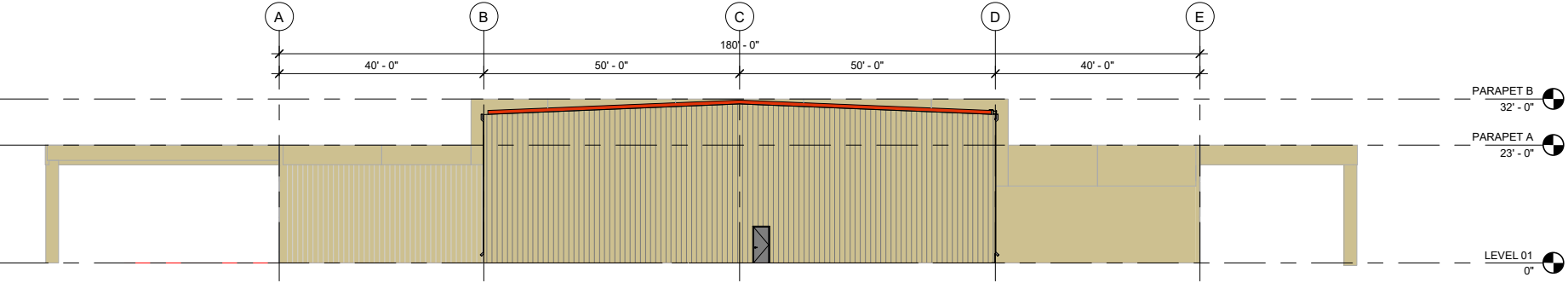


OVERALL



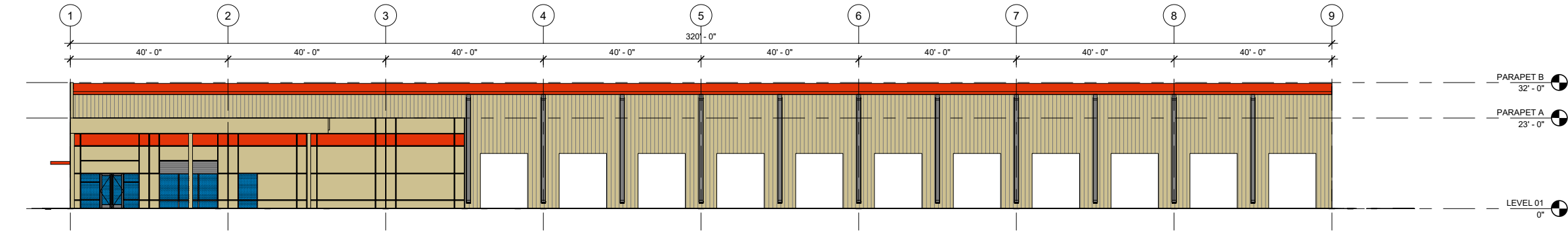
EAST ELEVATION

SCALE: 1/16" = 1'-0"



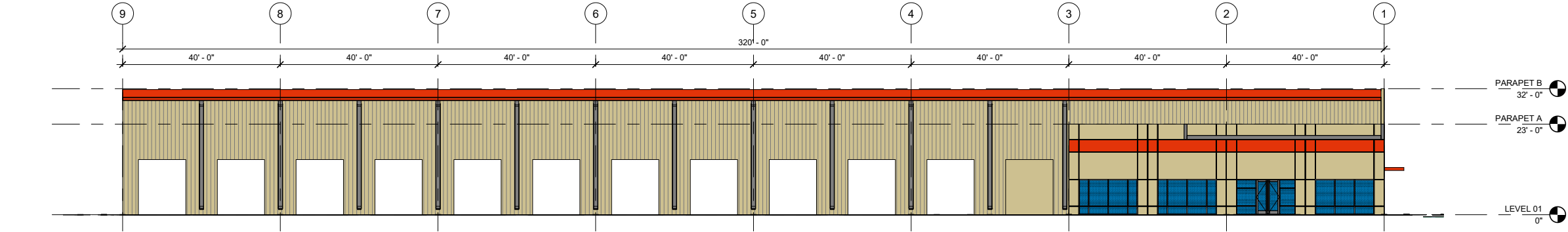
WEST ELEVATION

SCALE: 1/16" = 1'-0"



NORTH ELEVATION

SCALE: 1/16" = 1'-0"



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

\*PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. \*RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.  
\*ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT / ENTRY DESIGNS ARE FINALIZED.

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**LEGAL DESCRIPTION**

All of Lots 1, 2, 3, 4, 5 and 6 of INRIP Subdivision, Tract No. 1, 1st Addition as surveyed, platted and recorded in the City of Council Bluffs, Pottawattamie County, Iowa.

AND

A parcel of land, being a portion of Government Lot 2 in Section 4, Township 74 North, Range 44 West of the Fifth Principal Meridian City of Council Bluffs, Pottawattamie County, Iowa, bounded and described as follows:

Commencing at the east quarter corner of said Section 4;

Thence along the east line of said Government Lot 2, North 0 degrees 00 minutes 00 seconds East 40.02 feet to the northerly right-of-way line of 23rd Avenue;

Thence along said northerly right-of-way line, North 88 degrees 08 minutes 44 seconds West 40.27 feet to the southwesterly corner of INRIP Subdivision Tract No. 1, 1st Addition, said corner being the TRUE POINT of BEGINNING;

Thence continuing along said northerly right-of-way line, North 88 degrees 08 minutes 44 seconds West 794.10 feet;

Thence North 31 degrees 11 minutes 01 second West 205.51 feet;

Thence North 53 degrees 12 minutes 15 seconds East 604.81 feet to the northwesterly corner of said INRIP Subdivision Tract No. 1, 1st Addition;

Thence along the southwesterly line of said INRIP Subdivision Tract No. 1, 1st Addition the following two (2) courses

1. South 36 degrees 47 minutes 45 seconds East 694.14 feet
2. South 0 degrees 02 minutes 37 seconds East 7.93 feet to the TRUE POINT OF BEGINNING

**Moises Monrroy Castillo**

---

**From:** Doll, Tami <tami@dolldistributing.com>  
**Sent:** Thursday, May 6, 2021 7:34 PM  
**To:** Moises Monrroy Castillo  
**Cc:** jhj@heartlandproperties.com; Doll, Scott  
**Subject:** I2 zoning

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

**WARNING:** The sender of this email could not be validated and may not match the person in the "From" field.

Moises Monrroy

As the owners of Doll Distributing my brother Scott and I are in full support  
Of the I2 zoning Request change to the abutting land to the north of our  
Property.

Tami Doll  
Doll Distributing LLC  
3501 23<sup>rd</sup> avenue  
Council Bluffs, Iowa 51501  
712-323-5701



Confidentiality Notice: This message and any attachments are confidential, may contain privileged information, and are intended solely for the recipient named above. If you are not the intended recipient, or a person responsible for delivery to the named recipient, you are notified that any review, distribution, dissemination or copying is prohibited. If you have received this message in error, you should notify the sender by return email and delete the message from your computer system.

**Moises Monrroy Castillo**

**From:** Srinivas Kuchipudi <skuchipudi@lazydays.com>  
**Sent:** Tuesday, May 11, 2021 4:34 PM  
**To:** Moises Monrroy Castillo  
**Cc:** Eric Williams; John Jerkovich; Brett Barnes (bb@stewartdevelopment.com)  
**Subject:** Re: Rezoning & Final Plat Process Timeline (Lazy Days RV)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

**WARNING:** The sender of this email could not be validated and may not match the person in the "From" field.

Hi Moises,

A few items for the Commission about Lazydays:

- Lazydays is an iconic brand in the RV industry. Lazydays, The RV Authority, consistently provides the best RV sales, service, and ownership experience, which is why RVers and their families become Customers for Life.
- Since 1976, Lazydays RV has built a reputation for providing an outstanding customer experience with exceptional service excellence and unparalleled product expertise, along with being a preferred place to rest and recharge with other RVers. By offering the largest selection of RV brands from the nation's leading manufacturers, state-of-the-art service facilities, and thousands of accessories and hard-to-find parts, Lazydays RV provides everything RVers need and want.
- Lazydays Holdings, Inc. is a publicly listed company on the Nasdaq stock exchange under the ticker "LAZY."
- Lazydays continues to add [locations](#) at a rapid pace as it executes its geographic expansion strategy that includes both acquisitions and greenfields. Lazydays currently operates twelve dealerships in Florida, Colorado, Arizona, Minnesota, Tennessee, and Indiana; and operates a dedicated Service Center location near Houston, Texas.
- Our plan is to build a 40,000 sq. ft facility that will provide sales and service for RV customers. We will employ somewhere between 30-50 people at the dealership as we ramp over the next few months.
- We plan to move quick on the construction so getting the rezoning approval is critical in this process.

The Seller's representative (John Jerkovich) will be in attendance at the meeting. Let me know if you need more details. Please send an update after the meeting since I can't participate live.

Thanks in advance,  
Kuch

**Srinivas Kuchipudi**  
Vice President  
Mobile: (480) 285-9382



## NOTICE OF PUBLIC HEARING

### 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 LDRV Holdings Corp., d/b/a Lazydays, represented by John Jerkovich, to rezone properties legally described as Lots 1 through 6, INRIP Subdivision, Tract No. 1, 1st Addition, AND a parcel of land generally described as the Southeasterly 694.14 feet of the Southwesterly 604.81 feet of Government Lot 2 in Section 4-74-44, located north of 23rd Avenue, northeasterly of Interstate 29 and southwesterly of INRIP Subdivision, City of Council Bluffs, Pottawattamie County, Iowa, from P-C/Planned Commercial District to I-2/General Industrial District, as defined in Chapter 15.21 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 14<sup>th</sup> day of June, 2021 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. 6457**

**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 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REZONING PROPERTY LEGALLY DESCRIBED AS LOTS 1 THROUGH 6, INRIP SUBDIVISION, TRACT NO. 1, 1<sup>ST</sup> ADDITION, AND A PARCEL OF LAND GENERALLY DESCRIBED AS THE SOUTHEASTERLY 694.14 FEET OF THE SOUTHWESTERLY 604.81 FEET OF GOVERNMENT LOT 2 IN SECTION 4-74-44, LOCATED NORTH OF 23<sup>RD</sup> AVENUE, NORTHEASTERLY OF INTERSTATE 29 AND SOUTHWESTERLY OF INRIP SUBDIVISION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, FROM P-C/PLANNED COMMERCIAL DISTRICT TO I-2/GENERAL INDUSTRIAL DISTRICT, AS DEFINED IN CHAPTER 15.21 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 2020 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by rezoning property legally described as Lots 1 through 6, INRIP Subdivision, Tract No. 1, 1<sup>st</sup> Addition, AND a parcel of land generally described as the Southeasterly 694.14 feet of the Southwesterly 604.81 feet of Government Lot 2 in Section 4-74-44, located north of 23<sup>rd</sup> Avenue, northeasterly of Interstate 29 and southwesterly of INRIP Subdivision, City of Council Bluffs, Pottawattamie County, Iowa, from P-C/Planned Commercial District to I-2/General Industrial District, as defined in Chapter 15.21 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

June 14, 2021.

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

Attest:

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

First Consideration: 5-24-21  
Second Consideration: 6-14-21  
Public Hearing: 6-14-21  
Third Consideration: \_\_\_\_\_

## Council Communication

Department: Community

Development

Case/Project No.: MIS-21-001

Submitted by: Haley Weber,

Planner

Resolution 21-181

ITEM 4.C.

Council Action: 6/14/2021

### Description

Resolution for the release of permanent and perpetual easements granted for utility purposes across previously vacated north/south alleys abutting Lots 4 through 11, Block 15, Hughes and Doniphan's Addition. Location: 2121 South 7th Street. MIS-21-001

### Background/Discussion

See attachments.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	6/4/2021
Attachment A - Survey of Subject Property	Other	6/4/2021
Attachment B - Ordinance No. 3603	Other	6/4/2021
Resolution 21-181	Resolution	6/8/2021



## City Council Communication

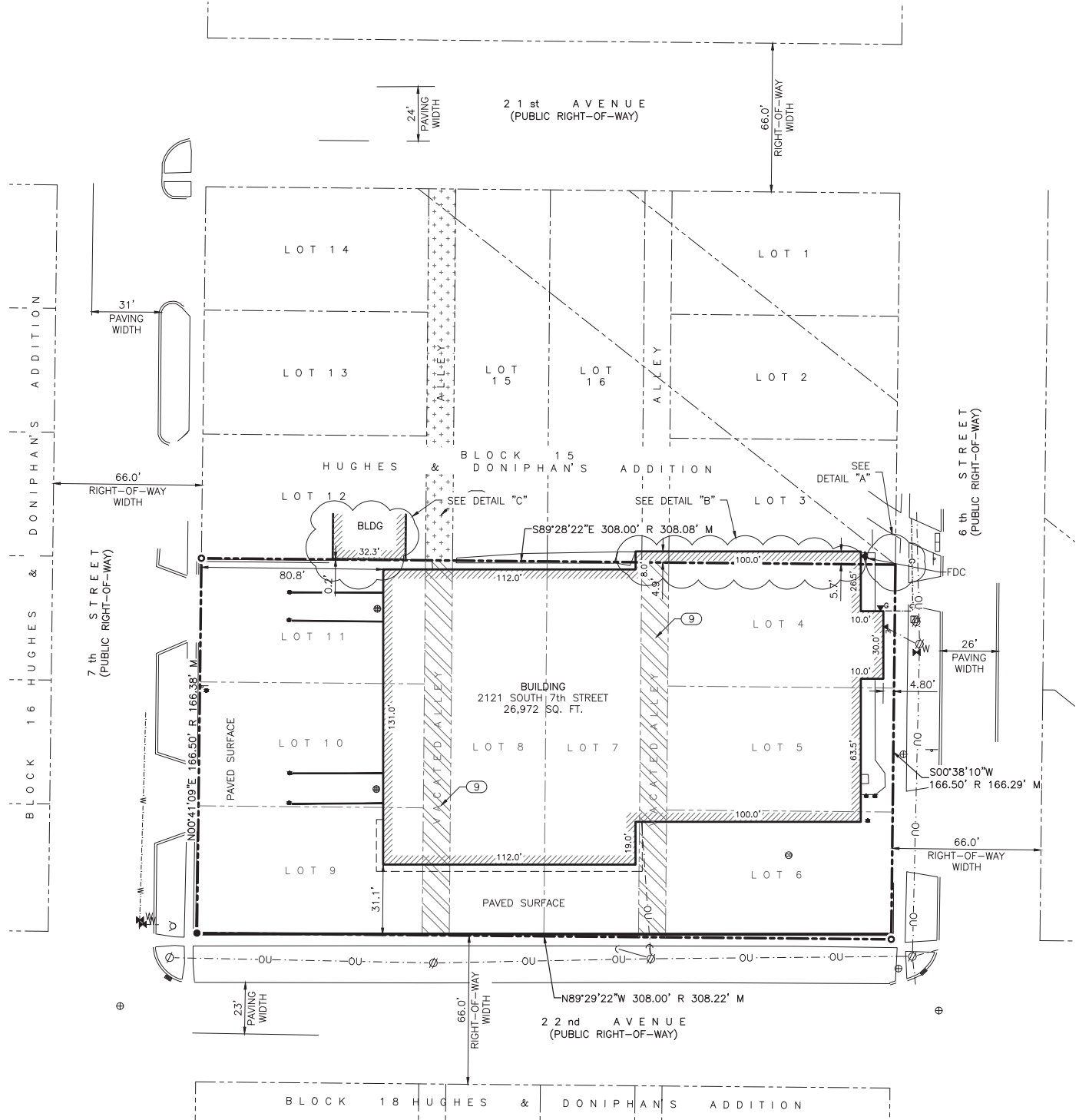
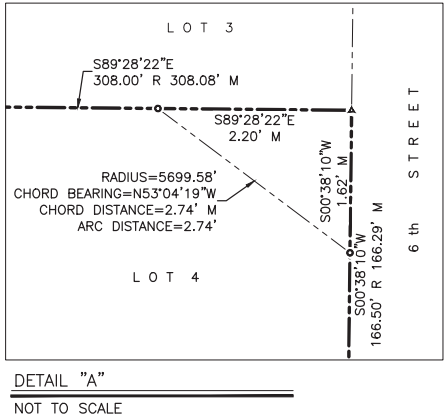
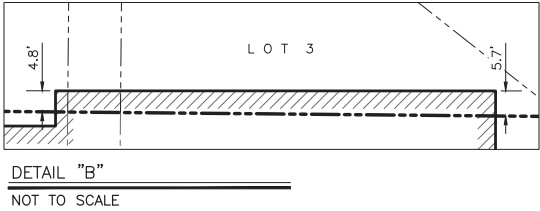
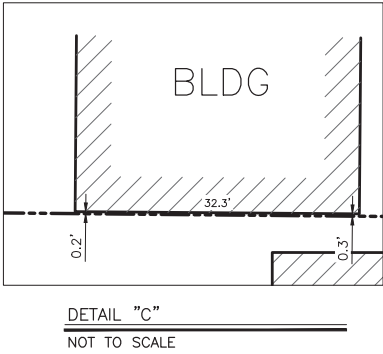
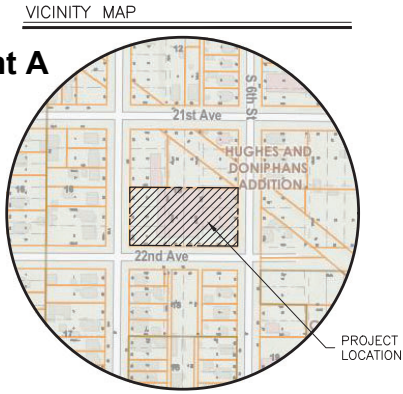
Department: Community Development  CASES# MIS-21-001  Applicant/Owner: Richard Dick 2121 S. 7 <sup>th</sup> Street Council Bluffs, IA 51501  Represented by: Steven H. Krohn 133 West Broadway Street Council Bluffs, IA 51503	Resolution No. _____	<u>CASE #MIS-21-001</u> Resolution of Intent: 5/24/2021 Resolution to Dispose: 6/14/2021
<b>Subject/Title</b>  Request: Release permanent and perpetual utility easements reserved over vacated north/south alleys abutting Lots 4 through 11, Block 15, Hughes and Doniphan's addition, all in the City of Council Bluffs, Pottawattamie County, Iowa.  Location: 2121 South 7 <sup>th</sup> Street		
<b>Background/Discussion</b>  Ordinance No. 3603 adopted by City Council on January 3, 1961, vacated the two north/south alleys in Block 15, Hughes and Doniphan's Addition and reserved permanent and perpetual utility easements over said alleys. A portion of the north/south alleys lie under the existing building at 2121 S. 7 <sup>th</sup> Street and have no utilities located within them. The current owner is in the process of selling the subject property and the title company has requested a release of easements for the portions of the alleys, legally described above.  The following attachments are included with this report for reference purposes: Attachment A: Survey of Subject Property Attachment B: Ordinance No. 3603  All local utility companies were notified of the proposed request and sent a petition to sign which releases their interest in the subject utility easements. The following comments were received:  <ol style="list-style-type: none"><li>1. Black Hills Energy signed and returned their authorization to release their interest in the subject utility easements to the Community Development Department on May 3, 2021.</li><li>2. Cox Communications signed and returned their authorization to release their interest in the subject utility easements to the Community Development Department on May 3, 2021.</li><li>3. Council Bluffs WaterWorks stated their company does not have any utilities in the portion of the alleys to be released and are not opposed to releasing the easements. Council Bluffs WaterWorks is scheduled to approve the authorization to release their interest in the easements at their May 2021 meeting.</li><li>4. MidAmerican Energy and CenturyLink stated they do not have any utilities within the subject portions of the alleys and are not opposed to releasing the easements. However, they have not yet provided the signed petition to release the permanent and perpetual easements over said alleys.</li></ol>		
<b>Recommendations</b>  The Community Development Department recommends approval to release permanent and perpetual utility easements reserved over vacated north/south alleys abutting Lots 4 through 11, Block 15, Hughes and Doniphan's addition, all in the City of Council Bluffs, Pottawattamie County, Iowa, subject to the following		

condition:

- a. The release of the perpetual and permanent utility easements shall become effective once all local utility providers submit a signed authorization form, which releases their interest(s) in said utility easements, to the City of Council Bluffs.

Prepared by: Haley Weber, Planner

Attachment A



LEGEND

•	PROPERTY CORNER FOUND (CHISELED "X")
◦	PROPERTY CORNER SET (MAG NAIL W/16887 FLASHER)
A	TEMPORARY POINT
R	RECORD DISTANCE
M	MEASURED DISTANCE
⊙	POWER POLE
⊙	LIGHT POLE
—	GUY WIRE
☎	TELEPHONE PEDESTAL
⚡	ELECTRIC METER
⚡	GAS METER
—	SIGN
⊕	SEWER MANHOLE
⚡	FIRE HYDRANT
⚡	FIRE DEPARTMENT CONNECTION
⚡	WATER VALVE
•	BOLLARD
■	GRATE INLET
---	WATER LINE
---	GAS LINE
---	OVERHEAD UTILITY LINE
---	CONCRETE WALL
□	TRUNCATED DOME PAD
⊕	SANITARY SEWER CLEANOUT
⑨	TITLE COMMITMENT EXCEPTION

LEGAL DESCRIPTION

LOTS 4, 5, 6, 7, 8, 9, 10 AND 11, TOGETHER WITH THE VACATED ALLEYS ADJACENT TO SAID LOTS, ALL IN BLOCK 15, HUGHES & DONIPHAN'S ADDITION, COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

CERTIFICATION

TO NATIONWIDE SURPLUS HOLDINGS, LLC AND FIRST AMERICAN TITLE INSURANCE COMPANY,

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(B), 7(A)(B1), 8, 9, AND 11(B) OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 24, 2021.

MARCH 24, 2021  
DATE

MICHAEL J. SMITH  
IOWA LLS #16887  
MY REGISTRATION RENEWAL DATE IS DECEMBER 31, 2022

Survey Type

ALTA/NSPS LAND TITLE SURVEY

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

Survey Type

ALTA/NSPS LAND TITLE SURVEY

2121 SOUTH 7th STREET,  
COUNCIL BLUFFS,  
POTTAWATTAMIE COUNTY, IOWA.

Client Name

NATIONWIDE SURPLUS HOLDINGS, LLC

Description

LOTS 4 THROUGH 11, TOGETHER WITH THE VACATED ALLEYS ADJACENT TO SAID LOTS, BLOCK 15, HUGHES & DONIPHAN'S ADDITION, POTTAWATTAMIE COUNTY, IOWA.

811 Know what's below. Call before you dig.

Revision Dates

No.	Description	MM-DD-YY
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Job No.: 1767-21-16(AL)  
Drawn By: BJH  
Reviewed By: MJS  
Date: MARCH 24, 2021  
Book: 21/06  
Pages: 12 & 13

Sheet Number

SHEET 1 OF 1

ORDINANCE NO. 3603

AN ORDINANCE to vacate the two North-South public alleys running through Block Fifteen (15), Hughes and Doniphan's Addition to the City of Council Bluffs, Iowa; providing for the conveyance of said vacated property to the owners of lots abutting thereon; and repealing all Ordinances or parts of Ordinances in conflict herewith.

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

SECTION 1. That the two (2) North-South public alleys running through Block Fifteen (15), Hughes and Doniphan's Addition to the City of Council Bluffs, Iowa, be and the same are hereby vacated.

SECTION 2. That the Mayor and City Clerk be and they are hereby authorized and directed, upon vacation of the above described property, to execute and deliver to the owners of lots abutting thereon, quit claim deeds to that portion of said vacated property upon which their lots abut; reserving, however, unto the City of Council Bluffs, Iowa, an easement-of-way for the service of any utilities now in place on said property.

SECTION 3. That all Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. That this Ordinance shall be in full force and effect from and after its final passage, approval and publication as by law provided.

Passed January 3 1961

Approved January 3 1961

MAYOR, CITY OF COUNCIL BLUFFS, IOWA

Attest:

Richard G. Buntin  
RICHARD G. BUNTEN  
CLERK, CITY OF COUNCIL BLUFFS, IOWA

THE UNIVERSITY OF CHICAGO  
CHICAGO, ILLINOIS  
JAN 10 1964

1. The first of these is the fact that the majority of the population of the United States is of European descent. This is true of the United States, Canada, and the United Kingdom. The second is the fact that the majority of the population of the United States is of European descent. This is true of the United States, Canada, and the United Kingdom. The third is the fact that the majority of the population of the United States is of European descent. This is true of the United States, Canada, and the United Kingdom.

1. The following information is being furnished to you for your information:

AYES  
NAYS

	AYES
NAYS	
COUNCILMEN	
BROWN	/
DAVIS	/
LASH	/
MORSE	/
TELPNER	/

DATE JAN 3 1961  
ROLL CALL NO. 1  
Conover to  
Jen

DATE DEC 19 1960  
ROLL CALL NO.

DATE DEC 5 1960  
ROLL CALL NO. \_\_\_\_\_

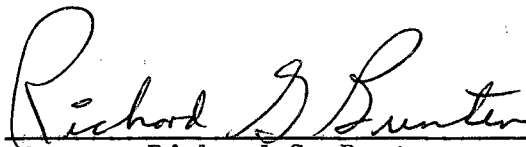
NOTICE OF HEARING  
ON DISPOSAL OF  
PUBLIC LAND

TO WHOM IT MAY CONCERN:

You are hereby notified that there is now on file in the office of the City Clerk of the City of Council Bluffs, Iowa, a proposed Ordinance providing for the disposal and sale of the following described property, to-wit:

The two (2) North-South public alleys running through Block Fifteen (15), Hughes and Doniphan's Addition to the City of Council Bluffs, Iowa.

You are further notified that the hearing on said proposed Ordinance, as provided by Section 368.39, Code of Iowa 1958, will be held at the Regular meeting of the City Council of the City of Council Bluffs, Iowa, at 8:00 o'clock P M. on the 3rd day of JANUARY, 1964, at which time any interested party may be heard regarding this matter.

  
Richard G. Buntin  
CLERK, CITY OF COUNCIL BLUFFS, IOWA

D. L. ROSS  
FRANK E. NORTHROP  
(DECEASED)  
OSCAR E. JOHNSON  
ROBERT M. STUART  
EMMET TINLEY  
PAUL H. SULHOFF  
CLAUDE L. MORAIN  
JACK W. PETERS

LAW OFFICES OF  
ROSS, JOHNSON, NORTHROP, STUART & TINLEY  
501-508 PARK BUILDING  
TELEPHONE 32 2-4033  
COUNCIL BLUFFS, IOWA

**FILED**  
*December 13 1960*  
*R B Brinton*  
CITY CLERK

December 9, 1960

Mayor and City Council  
City Hall  
Council Bluffs, Iowa

Gentlemen:

In connection with the proposed vacation of the two alleys in Block 15, Hughes and Doniphan's Addition to the City of Council Bluffs, we are enclosing herewith a letter from the Wabash Railroad Company stating that it has no objection to this vacation. The right of way of the Wabash traverses this block.

Yours very truly,

ROSS, JOHNSON, NORTHROP, STUART & TINLEY

By

*Emmet Tinley*

ET:ske

# WABASH RAILROAD COMPANY

THE ANN ARBOR RAILROAD COMPANY

RAILWAY EXCHANGE BUILDING

ST. LOUIS 1, MO.

D. E. BRUMMITT,  
LAND AND TAX COMMISSIONER

J. W. FOSTER,  
ASSISTANT LAND AND TAX COMMISSIONER

December 7, 1960.

File: P-Council Bluffs - General

City Council,  
Council Bluffs,  
Iowa.

Gentlemen:

We are advised that you have before you Petition for vacation of alleys located in Block 15, Hughes and Doniphan's Addition to the City of Council Bluffs.

This is to advise that Wabash Railroad Company has no objection to the vacation of these alleys.

Yours very truly,

D. E. Brummitt



# PROOF OF PUBLICATION

STATE OF IOWA  
POTTAWATTAMIE COUNTY

NOTICE OF HEARING  
ON DISPOSAL OF  
PUBLIC LAND  
TO WHOM IT MAY CONCERN:  
You are hereby notified that there is now on file in the office of the City Clerk of the City of Council Bluffs, Iowa, a proposed Ordinance providing for the disposal and sale of the following described property, to-wit:  
The two (2) North-South public alleys running through Block Fifteen (15), Hughes and Doniphan's Addition to the City of Council Bluffs, Iowa.  
You are further notified that the hearing on said proposed Ordinance, as provided by Section 368.39, Code of Iowa 1958, will be held at the regular meeting of the City Council of the City of Council Bluffs, Iowa, at 8:00 o'clock P.M. on the 3rd day of January, 1961, at which time any interested party may be heard regarding this matter.  
RICHARD G. BUNTEN  
Clerk City of Council Bluffs, Iowa  
1960 (12) 7 & 14 -2 Wed.

ss.

I, Robert H. O'Brien on my oath  
do solemnly swear that I am the publisher  
of the COUNCIL BLUFFS NONPAREIL, a newspaper issued DAILY,  
and printed in said county;  
that the annexed notice was published in said newspaper for 2  
consecutive Wednesdays as follows: The first publication thereof  
being on the 7 day of December 1960,  
the second on the 14 day of December 1960,  
the third on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
the fourth on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
the fifth on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
the sixth on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,  
the \_\_\_\_\_

Signed in my presence by the said Robert H. O'Brien  
and by him sworn to before me this 14 day of December  
A. D. 1960.

Witness my hand and Notarial Seal.  
Harold A. Rugehaupt  
Notary Public.

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**PROOF OF PUBLICATION**

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Filed this .....day

of.....A. D. 19.....

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.....

Publication fee, \$.....

.....

.....

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# PROOF OF PUBLICATION

STATE OF IOWA  
POTTAWATTAMIE COUNTY

SS.

ORDINANCE, NO. 3603  
AN ORDINANCE to vacate the two North-South public alleys running through Block Fifteen (15), Hughes and Doniphan's Addition to the City of Council Bluffs, Iowa; providing for the conveyance of said vacated property to the owners of lots abutting thereon; and repealing all Ordinances or parts of Ordinances in conflict herewith.  
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA:  
SECTION 1. That the two (2) North-South public alleys running through Block Fifteen (15), Hughes and Doniphan's Addition to the City of Council Bluffs, Iowa, be and the same are hereby vacated.  
SECTION 2. That the Mayor and City Clerk be and they are hereby authorized and directed, upon vacation of the above described property, to execute and deliver to the owners of lots abutting thereon, quit claim deeds to that portion of said vacated property upon which their lots abut; reserving, however, unto the City of Council Bluffs, Iowa, an easement-of-way for the service of any utilities now in place on said property.  
SECTION 3. That all Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.  
SECTION 4. That this Ordinance shall be in full force and effect from and after its final passage, approval and publication as by law provided.  
Passed January 3, 1961.  
Approved January 3, 1961.  
(s) Don R. Lash,  
MAYOR, CITY OF COUNCIL BLUFFS, IOWA.  
ATTEST:  
Richard G. Bunten,  
CLERK, CITY OF COUNCIL BLUFFS, IOWA.  
1961 (1) 6-1 Fri.

I, Robert H. O'Brien on my oath do solemnly swear that I am the Publisher of the COUNCIL BLUFFS NONPAREIL, a newspaper issued DAILY, and printed in said county;

that the annexed notice was published in said newspaper for

consecutive Tuesday as follows: The first publication thereof

being on the 6 day of January 1961,

the second on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,

the third on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,

the fourth on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,

the fifth on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,

the sixth on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_,

the \_\_\_\_\_

Signed in my presence by the said Robert H. O'Brien

and by him sworn to before me this 7 day of January

A. D. 1961

Witness my hand and Notarial Seal.

Norman A. Plugschaft  
Notary Public.

**PROOF OF PUBLICATION**

Filed this .....day

of.....A. D. 19.....

Publication fee, \$.....

Prepared by: Community Development Dept., Council Bluffs, IA 51503 - Phone: (712) 328-4629  
Return to: City Clerk, 209 Pearl Street, Council Bluffs, IA 51503 - Phone: (712) 890-5261

**RESOLUTION NO. 21-181**

**A RESOLUTION FOR THE RELEASE OF PERMANENT AND PERPETUAL EASEMENTS GRANTED FOR UTILITY PURPOSES ACROSS PREVIOUSLY VACATED NORTH/SOUTH ALLEYS ABUTTING LOTS 4 THROUGH 11, BLOCK 15, HUGHES AND DONIPHAN'S ADDITION CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.**

**WHEREAS,** following public hearing and having given careful study to the proposal, the City Council determines the permanent and perpetual easements granted for utility purposes across previously vacated north/south alleys abutting Lots 4 through 11, Block 15, Hughes and Doniphan's addition, all in the City of Council Bluffs, Pottawattamie County, Iowa., as shown on Attachment 'A', are of no benefit to the public and should be released; and

**WHEREAS,** upon receipt of signed authorization forms from all local utility companies and pursuant to Iowa Code Section 354.23, the City Council declares its intent to dispose of this easement interest by conveying all of its right, title, and interest in it to the abutting property owner(s).

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

That the release of the perpetual and permanent utility easements across previously vacated north/south alleys abutting Lots 4 through 11, Block 15, Hughes and Doniphan's addition, all in the City of Council Bluffs, Pottawattamie County, Iowa, is hereby approved contingent upon all local utility companies submitting a signed authorization form, releasing their interest(s) in said utility easements, to the City of Council Bluffs; and

**BE IT FURTHER RESOLVED**

That upon receipt of signed authorization forms from all local utility providers releasing their interests; the City of Council Bluffs is hereby authorized to dispose of this easement conveying all of its right, title, and interest in it to the abutting property owner(s); and

**BE IT FURTHER RESOLVED**

That the City Clerk is directed to deliver this resolution and attached documents to the County Recorder according to Iowa Code Section 354.23.

ADOPTED  
AND  
APPROVED:

June 14, 2021.

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

ATTEST:

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

STATE OF IOWA    )  
COUNTY OF        ) ss  
POTTAWATTAMIE)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for said County and said State, personally appeared Matthew J. Walsh and Jodi Quakenbush, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the said City of Council Bluffs, Iowa, a Municipal Corporation, that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Matthew J. Walsh and said Jodi Quakenbush, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

## Council Communication

Department: Community  
Development  
Case/Project No.:  
Submitted by: Brandon Garrett

Ordinance 6459  
ITEM 5.A.

Council Action: 6/14/2021

### Description

Ordinance to amend Title 9 Traffic by amending Chapter 9.09.020 "Definitions-Motorized Scooters, Electrified Bicycles, and Other Personal Transport Vehicles" and Chapter 9.09.030 "Prohibited Operation" of the 2020 Municipal Code.

### Background/Discussion

Micromobility is the term given to the numerous existing and emerging options for people to get around. This includes a wide variety of human-powered and electric-powered bicycle types, scooter types, and other small modes of transportation. These modes are usually for individuals and usually limited in speed as opposed to larger vehicles with more horsepower capable of higher speeds and carrying multiple passengers.

Over the last five years, electric scooters in particular have gained significantly in popularity among all ages. They can be privately purchased and owned or rented from a service provider. Many electric scooters are comparable in price to a bicycle, so they are a relatively affordable transportation option for a wide range of people. When it comes to electric scooter rentals, oftentimes cities collect a fee for the usage. Currently, Omaha has such an arrangement, but Council Bluffs does not. Furthermore, the Council Bluffs Municipal Code prohibits electric scooters.

This ordinance legalizes electric scooter usage, separates and clarifies some definitions regarding motorized scooters versus other personal transport vehicles, and bans them from usage on sidewalks in the City's identified "Skateboard Free Zone" defined in CBMC 9.10.040 (generally the downtown area). In short, electric scooters, electric bicycles, and other personal transport vehicles will be allowed anywhere in Council Bluffs, except for sidewalks in the downtown area and on highways.

### Recommendation

It is recommended to approve the amended Ordinance.

### ATTACHMENTS:

Description	Type	Upload Date
Redline Version	Ordinance	6/4/2021
Ordinance 6459	Ordinance	6/8/2021

### **9.09.010 Purpose Of Chapter**

For the purpose of promoting the safety and general welfare of persons, and guarding against accidents in traffic and upon public property, this chapter shall provide reasonable rules and regulations for the operation of motorized scooters, electrified bicycles and other personal transport vehicles within the city of Council Bluffs, Iowa.

(Ord. 5802 § 1 (part), 2004)

### **9.09.020 Definitions - Motorized Scooters, Electrified Bicycles And Other Personal Transport Vehicles**

For the purpose of this chapter, the following words, terms, and phrases shall have the following meanings:

Electrified bicycle: A device having two or three wheels with fully operable pedals and an electric motor of less than seven hundred fifty (750) watts (one horsepower), whose maximum speed on a paved level surface when powered solely by such motor while ridden is less than twenty (20) miles per hour and weights no greater than eighty (80) pounds. Note under this definition, a gasoline powered bicycle, retrofitted or otherwise, is never a bicycle in City limits and is either a motorcycle or a motorized bicycle that requires registration, insurance, and licensure to operate according to Iowa Code.

Motorized scooter: A device with an electric motor designed to transport only one person with at least two wheels in contact with the ground, propelled or with the capability to propel exclusively or in combination with the application of human power and which cannot attain a speed of more than twenty (20) miles per hour on a paved level surface without the application of human power. Note under this definition, a gasoline powered scooter, retrofitted or otherwise, is never a motorized scooter in City limits and is either a motorcycle or a motorized bicycle that requires registration, insurance, and licensure to operate according to Iowa Code.

Motorized scooters, electrified bicycles and other personal transport vehicles: A device with at least one two wheels in contact with the ground, that is designed to be stood on or sat upon by the operator, with handlebars for steering, and equipped with and powered by an electric motor of less than 750 watts (one horsepower) that is incapable of propelling the device up a three percent grade, on dry concrete pavement, at a speed of greater than twenty (20) miles per hour, and has the capability to be propelled by human power alone. Note under this definition, a gasoline powered bicycle, retrofitted or otherwise, is never a bicycle in City limits and is either a motorcycle or a motorized bicycle that requires registration, insurance, and licensure to operate according to Iowa Code.

Operator: Any person who operates or is in actual physical control of a motorized scooter, electrified bicycle or other personal transport vehicle.

Roadway: That portion of the street or highway improved, designed, or ordinarily used for vehicular traffic, and does not include the sidewalks or any other area of public property between the roadway portion of the street or highway and the abutting private property line.

Sidewalk: That portion of the street between the curb lines and the adjacent property lines.

Street or highway: The entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.



(Ord. 5802 § 1 (part), 2004)

#### HISTORY

*Amended by Ord. 6403 on 11/18/2019*

#### **9.09.030 Prohibited Operation**

It shall be unlawful to operate any motorized scooter, electrified bicycle, ~~(other than defined in CBMC 9.12.010)~~ or other personal transport vehicle upon any highway ~~or any sidewalk within the Skateboard Free Zone designated in CBMC 9.10.040, roadway, sidewalk, street, or other public property of~~ in the city of Council Bluffs, Iowa.

(Ord. 5802 § 1 (part), 2004)

(Ord. No. 6237, § 1, 6-8-2015)

#### **9.09.040 Exceptions**

1. This chapter shall not apply to any device used for the transportation or as a conveyance for persons where such device is considered a legitimate medical necessity, and the person operating the device can show proof of such necessity. Any person operating such a device within the confines of this exception shall obey all other applicable ordinances of the city of Council Bluffs, Iowa.
2. This chapter shall not apply to motorized scooters, electrified bicycles or other personal transport vehicles used temporarily in conjunction with traditionally accepted civic, patriotic, or religious holidays.

(Ord. 5802 § 1 (part), 2004)

#### **9.09.050 Penalty**

Any person who violates a provision of this chapter shall be guilty of a simple misdemeanor and, upon conviction, shall be subject to the penalty provisions contained in CBMC 8.02.020. At the discretion of the city attorney, any violation of this chapter may be pursued as a municipal infraction according to the terms of CBMC 1.95, in lieu of criminal prosecution.

(Ord. 5802 § 1 (part), 2004)

**ORDINANCE NO. 6459**

**AN ORDINANCE TO AMEND TITLE 9-TRAFFIC BY AMENDING CHAPTER 9.09.020 “DEFINITIONS-MOTORIZED SCOOTERS, ELECTRIFIED BICYCLES AND OTHER PERSONAL TRANSPORT VEHICLES” AND CHAPTER 9.09.030 “PROHIBITED OPERATION” OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.**

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

**SECTION 1.** That Title 9-Traffic of the 2020 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending Chapter 9.09.020 “Definitions-Motorized Scooters, Electrified Bicycles and Other Personal Transport Vehicles” and amending Chapter 9.09.030 “Prohibited Operation” to read as follows:

**9.09.020 Definitions - Motorized Scooters, Electrified Bicycles And Other Personal Transport Vehicles**

For the purpose of this chapter, the following words, terms, and phrases shall have the following meanings:

Electrified bicycle: A device having two or three wheels with fully operable pedals and an electric motor of less than seven hundred fifty (750) watts (one horsepower), whose maximum speed on a paved level surface when powered solely by such motor while ridden is less than twenty (20) miles per hour and weights no greater than eighty (80) pounds. Note under this definition, a gasoline powered bicycle, retrofitted or otherwise, is never a bicycle in City limits and is either a motorcycle or a motorized bicycle that requires registration, insurance, and licensure to operate according to Iowa Code.

Motorized scooter: A device with an electric motor designed to transport only one person with at least two wheels in contact with the ground, propelled or with the capability to propel exclusively or in combination with the application of human power and which cannot attain a speed of more than twenty (20) miles per hour on a paved level surface without the application of human power. Note under this definition, a gasoline powered bicycle, retrofitted or otherwise, is never a bicycle in City limits and is either a motorcycle or a motorized bicycle that requires registration, insurance, and licensure to operate according to Iowa Code.

Other personal transport vehicles: A device with at least one wheel in contact with the ground, that is designed to be stood on or sat upon by the operator and equipped with and powered by an electric motor of less than 750 watts (one horsepower) that is incapable of propelling the device up a three percent grade, on dry concrete pavement, at a speed of greater than twenty (20) miles per hour.

Operator: Any person who operates or is in actual physical control of a motorized scooter, electrified bicycle or other personal transport vehicle.

Roadway: That portion of the street or highway improved, designed, or ordinarily used for vehicular traffic, and does not include the sidewalks or any other area of public property between the roadway portion of the street or highway and the abutting private property line.

Sidewalk: That portion of the street between the curb lines and the adjacent property lines.

Street or highway: The entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular traffic.

**9.09.030 Prohibited Operation**

It shall be unlawful to operate any motorized scooter, electrified bicycle or other personal transport vehicle upon any highway or any sidewalk within the Skateboard Free Zone designated in CBMC 9.10.040 in the city 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.

PASSED  
AND  
APPROVED

June 28, 2021.

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

\_\_\_\_\_  
Mayor

Attest:

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

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

First Consideration: 6-14-21  
Second Consideration: 6-28-21  
Public Hearing: N/A  
Third Consideration: \_\_\_\_\_

## Council Communication

Department: Community  
Development  
Case/Project No.:  
Submitted by: Brandon Garrett

Ordinance 6460  
ITEM 5.B.

Council Action: 6/14/2021

### Description

Ordinance to amend Title 4 Health and Sanitation of the 2020 Municipal Code, by enacting a new Chapter 4.22 entitled "Bees and Apiaries".

### Background/Discussion

Over the past several years, the popularity of beekeeping has increased nationwide. The City is included in this trend. While the benefits of bees are numerous, there is a negative aspect to this hobby by creating a nuisance to neighbors in some cases. Since there is no ordinance addressing beekeeping, there is a presumption that the City has no expectations for responsible beekeeping. After addressing a number of complaints in the past year, and researching beekeeping best practices and existing ordinances in other municipalities, this ordinance defines what is expected of responsible beekeepers.

### Recommendation

It is recommended to approve the Ordinance.

### ATTACHMENTS:

Description	Type	Upload Date
Ordinance 6460	Ordinance	6/8/2021

**ORDINANCE NO. 6460**

**AN ORDINANCE TO AMEND TITLE 4 “HEALTH AND SANITATION” OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY ENACTING A NEW CHAPTER 4.22 ENTITLED “BEES AND APIARIES”.**

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

**SECTION 1.** That Title 4 “Health and Sanitation” of the 2020 Municipal Code of Council Bluffs, Iowa, is hereby amended to enact a new Chapter 4.22 entitled “Bees and Apiaries” to read as follows:

**Chapter 4.22-BEES AND APIARIES**

**4.22.010 Definitions-Bees and Apiaries**

**4.22.020 Regulation of Bees and Apiaries**

**4.22.030 Penalty for Violation**

**4.22.010 Definitions-Bees and Apiaries**

The following terms shall be defined as follows:

Apiary: Any premises where one or more bee colonies are maintained.

Bee: Any stage of the honeybee belonging to the genus *Apis*.

Beekeeper: The person who owns or has charge of one or more colonies of bees.

Colony: A queen bee and more than one worker bee located on beeswax or synthetic combs and enclosed in a container.

Flyway Barrier: Solid fence, wall, or dense line of hedges or foliage designed to raise the flight path of bees leaving the hive. Any fences or walls shall be in conformance with requirements of the zoning code.

Hive: The man-made receptacle inhabited by a colony of bees.

**4.22.020 Regulation of Bees and Apiaries**

It shall be unlawful for any person to place, establish, or maintain any apiary, or keep any bees in or upon any premises within the corporate limits of the city unless the bees are kept in accordance with the provisions of this section.

- A. No person shall place more than two hives on any premises located in a residentially-zoned area of less than 1 acre. Residentially-zoned properties in excess of 1 acre may maintain up to two hives per acre. No density limitations are placed on apiaries located in nonresidential-zoned areas, so long as a nuisance is not created.

- B. Commercial, agricultural, or professionally-owned or maintained apiaries on residentially-zoned premises are not allowed per the zoning code. Apiaries on residentially-owned premises shall be owned and maintained by the owner or resident of the residential property.
- C. No hive shall be maintained within:
  - 1. 50 feet of any dwelling, with the exception of that of the owner of the hive.
  - 2. 25 feet of any property line unless there is a flyway barrier between the hive and property line. The flyway barrier must be 6 feet in height and span 10 feet from the hive(s) in both directions parallel with any property line whose 25 foot hive setback has been encroached upon.
  - 3. 150 feet of the property line of a school, public park, in ground swimming pool, or playground.
  - 4. The front yard of any property. For the purpose of this section, a corner lot has two front yards.
- D. All apiaries shall have a source of fresh water on the premises within 10 feet of the hive(s).
- E. Subsequent development of adjacent properties. If adjacent property is later developed, or residential structures located closer than the distances provided in CBMC 4.22.020(C), construction of flyway barriers is required to comply with this chapter.
- F. Exceptions. Nothing in this chapter shall be deemed or construed to prohibit the keeping of bees within a school or university building for the purpose of study or observation, or within a physician's office or laboratory for the purpose of medical research, treatment, or other scientific purposes.
- G. The City is not liable for any damage to bees, hives, or colonies resulting from the City's use of herbicides or pesticides on right-of-ways or other public property.

#### **4.22.030 Penalty for Violation**

Any person firm, partnership, corporation or any legal entity found guilty of a violation of any of the provisions of this chapter shall, upon conviction, be subject to the penalty provisions of CBMC 8.02.020. Each day that a violation is allowed to continue shall constitute a separate and distinct violation. At the discretion of the city attorney, any violation of the provisions of this chapter may be pursued as a municipal infraction according to the terms of CBMC 1.95 in lieu of criminal prosecution.

**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

June 28, 2021.

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

Attest:

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

First Consideration: 6-14-21  
Second Consideration: 6-28-21  
Public Hearing: N/A  
Third Consideration: \_\_\_\_\_

## Council Communication

Department: Community  
Development  
Case/Project No.:  
Submitted by: Brandon Garrett

Ordinance 6461  
ITEM 5.C.

Council Action: 6/14/2021

### Description

Ordinance to amend Chapter 4.21 Urban Deer and Turkey Management of the 2020 Municipal Code, by amending Section 4.21.020 "Hunting Regulations".

### Background/Discussion

In 2008, this ordinance was developed to manage the City's deer population after seeing a noted increase in the number of deer being struck and killed or injured by vehicles. Since 2008, Animal Control picks up an average of 152 (ranging from 126 to 183) dead deer and an additional 20-40 injured deer per year. This rate has remained constant and any sign of reduction in occurrences is absent. In speaking with the qualified hunters that participate in this program, the number one limiting factor is access to suitable harvest areas. By reducing the minimum size of what is considered to be property eligible to hunt, the opportunity of the hunter being successful increases and assists the City in managing its deer population.

### Recommendation

It is recommended to approve the amended Ordinance.

### ATTACHMENTS:

Description	Type	Upload Date
Amendment Redline Version	Ordinance	6/4/2021
Ordinance 6461	Ordinance	6/8/2021



## **Chapter 4.21 - URBAN DEER AND TURKEY MANAGEMENT PROGRAM**

### **4.21.010 Definitions - Urban Deer And Turkey Management Program**

The following terms shall be defined as follows:

Antlerless: A deer with no visible forked antler.

Arrow: Shall be limited to the arrows allowed by the Iowa Department of Natural Resources (DNR); except, a hunter with a disability may qualify under DNR guidelines to use an alternative propelled device.

Bow: Shall be limited to the bows allowed by the Iowa Department of Natural Resources (DNR); except, a hunter with a disability may qualify under DNR guidelines to use an alternative bow.

Button buck: A male deer with antlers that are less than three inches long.

Elevated stand: At a height of at least six vertical feet off the ground in a manufactured stand (tree stand, ladder stand, tripod, quad pod, or tower), with an approved safety harness or safety system attached to the stand, to ensure that the hunter's body is not in contact with the ground and to ensure a downward thrust of the arrow released by bow hunting; except, a hunter with a disability may qualify under DNR guidelines to use an alternative to the elevated stand.

Permission form: A document issued by the city, which requires the hunter to receive written authorization from the property owner or property manager for the hunter to hunt on the private property, and to file the document with the city.

Turkey: A female wild turkey.

Urban antlerless deer license: A document issued by the DNR in addition to the small game hunting license to allow a bow hunter to harvest an antlerless deer under the city's urban bow hunting program.

Usable portion: Any part of a deer or turkey that is customarily processed for consumption.

(Ord. 6008 § 1, 2008)

(Ord. No. 6210, § 1, 7-14-2014; Ord. No. 6241, § 1, 8-24-2015)

### **4.21.020 Hunting Regulations**

- A. Licensed bow hunters meeting the requirements established by the Iowa Department of Natural Resources (DNR) may hunt antlerless deer or female turkey within the areas designated A1 or A2 on public or private property, and areas designated R1, R2, and R3 on private property totaling three acres or more, under all of the following conditions:
  1. Hunting may occur only on dates designated by DNR as bow-hunting season in the areas designated R1, R2, R3 on private property totaling ~~three acres~~ one acre or more, A1 or A2 by persons who are at least eighteen (18) years of age and licensed for such hunting, and this license must be carried on his/her person;
  2. Hunters must have written permission from the property owner, and must carry that written permission form on his/her person, and the portion of the Council Bluffs zoning map which verifies that the property is within the R1, R2, R3 on private property totaling three acres or more, A1 or A2 zone;
  3. ~~Hunters cannot carry an uncased bow within five hundred (500) feet of any residence or within one hundred fifty (150) feet of any city improved trail, road or building;~~
  4. Hunters must take all shots from an elevated stand and shoot no further than twenty-five (25) yards;
  5. Hunters must comply with all Iowa DNR rules for hunting within the corporate limits of Council Bluffs; and

6. Hunters must participate in a bow hunter safety education course certification and an annual archery proficiency test certification; and
  7. Hunters must take all deer meat to be processed or given to charity.
- B. Licensed bow hunters meeting the requirements established by the DNR may hunt antlered deer and female turkey within the areas designated as A1 or A2 on public or private property and areas designated R1, R2, and R3 on private property totaling three acres or more, under all of the following conditions:
1. All conditions set forth in CBMC 4.21.020 Paragraphs A,1 through A,7.
  2. A limited number of antlered deer and male turkey may be taken according to an incentive program that may be adopted by the city and approved by the DNR.

(Ord. 6008 § 1, 2008)

(Ord. No. 6041, § 1, 8-24-2009; Ord. No. 6241, § 1, 8-24-2015; Ord. No. 6358, § 1, 10-22-2018)

#### **4.21.025 Feeding Prohibited**

- A. No person shall place or permit to be placed on the ground, or within five feet of the ground surface, any grain, fodder, salt licks, fruit or vegetables, nuts, hay or other edible materials, which may reasonably be expected to intentionally result in deer or turkey feeding, unless items are screened or protected in a manner that prevents deer from feeding on them. Living fruit trees and vegetation shall be not considered as deer or turkey feeding.
- B. Exceptions. This prohibition shall not apply to:
1. Veterinarians, city animal control officers, county, state or federal game officials who are in the course of their duties, have deer or turkey in custody or under their management.
  2. Persons authorized by the city of Council Bluffs to implement the deer or turkey management program approved by the city council.
  3. Any food placed upon the property for purposes of trapping or otherwise taking deer or turkey where such trapping or taking is pursuant to a permit issued by the Iowa Department of Natural Resources.
  4. Persons feeding birds using self-enclosed feeding devices or containers.
  5. The use of straw, hay or straw-related materials for erosion control, mulching, gardening or other landscape purposes.
- C. Enforcement. The administrative authority and the Council Bluffs Police Chief, or the mayor's designee, shall enforce the provisions of this chapter.

(Ord. No. 6041, § 2, 8-24-2009; Ord. No. 6210, § 1, 7-14-2014; Ord. No. 6358, § 1, 10-22-2018)

#### **4.21.030 Penalty For Violation**

Any person found guilty of a violation of any of the provisions of this chapter shall, upon conviction, be subject to the penalty provisions set forth in CBMC 8.02.020. Each day that a violation is allowed to continue shall constitute a separate and distinct violation. At the discretion of the city attorney, any violation of the provisions of this chapter may be pursued as a municipal infraction according to the terms of CBMC 1.95 in lieu of criminal prosecution.

(Ord. 6008 § 1, 2008)

**ORDINANCE NO. 6461**

**AN ORDINANCE TO AMEND CHAPTER 4.21 “URBAN DEER AND TURKEY MANAGEMENT” OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 4.21.020 “HUNTING REGULATIONS”.**

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

**SECTION 1.** That Chapter 4.21 “Urban Deer and Turkey Management” of the 2020 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending Section 4.21.020 “Hunting Regulations” as follows:

**4.21.020 Hunting Regulations**

- A. Licensed bow hunters meeting the requirements established by the Iowa Department of Natural Resources (DNR) may hunt antlerless deer or female turkey within the areas designated A1 or A2 on public or private property, and areas designated R1, R2, and R3 on private property totaling three acres or more, under all of the following conditions:
  - 1. Hunting may occur only on dates designated by DNR as bow-hunting season in the areas designated R1, R2, R3 on private property totaling one acre or more, A1 or A2 by persons who are at least eighteen (18) years of age and licensed for such hunting, and this license must be carried on his/her person;
  - 2. Hunters must have written permission from the property owner, and must carry that written permission form on his/her person, and the portion of the Council Bluffs zoning map which verifies that the property is within the R1, R2, R3 on private property totaling three acres or more, A1 or A2 zone;
  - 3. Hunters must take all shots from an elevated stand and shoot no further than twenty-five (25) yards;
  - 4. Hunters must comply with all Iowa DNR rules for hunting within the corporate limits of Council Bluffs; and
  - 5. Hunters must participate in a bow hunter safety education course certification and an annual archery proficiency test certification; and
  - 6. Hunters must take all deer meat to be processed or given to charity.
- B. Licensed bow hunters meeting the requirements established by the DNR may hunt antlered deer and female turkey within the areas designated as A1 or A2 on public or private property and areas designated R1, R2, and R3 on private property totaling three acres or more, under all of the following conditions:
  - 1. All conditions set forth in CBMC 4.21.020 Paragraphs A,1 through A,7.
  - 2. A limited number of antlered deer and male turkey may be taken according to an incentive program that may be adopted by the city and approved by the DNR.

**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

June 28, 2021.

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

\_\_\_\_\_  
Mayor

Attest:

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

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

First Consideration: 6-14-21

Second Consideration: 6-28-21

Public Hearing: N/A

Third Consideration: \_\_\_\_\_

## Council Communication

Department: City Clerk  
Case/Project No.: URN-21-001  
Submitted by: Courtney Harter,  
Housing & Economic Development  
Manager

Ordinance 6458  
ITEM 6.A.

Council Action: 6/14/2021

### Description

Ordinance for the division of revenues under Section 403.19, Code of Iowa, for New Horizon Urban Renewal Plan.

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	5/17/2021
New Horizons Urban Renewal Plan	Other	5/19/2021
Ordinance - Certificate	Ordinance	5/17/2021
Ordinance - Auditors Certificate	Ordinance	5/17/2021
Recorders Certificate	Other	5/17/2021
Transcript Certificate	Other	5/17/2021
Ordinance 6458	Ordinance	5/19/2021

## Council Communication

Department: Community Development		City Council: 4-26-2021 Planning Commission: 5-11-2021 First Reading: 5-24-2021 Second Reading: 6-14-2021 Third Reading: Request Waive
Case No.: URN-21-01	Resolution No.: 10-	
Applicant: Community Development Department		
<b>Subject/Title</b>		
Creation and adoption of the New Horizon Urban Renewal Plan		
<b>Location</b>		
Generally located at 1621 College Road		
<b>Background/Discussion</b>		
<u>Background</u> In February 2021, the City Council approved the preliminary plan for a 36-unit residential subdivision to be known as New Horizon Subdivision, Replat 3. The developer has requested the City create an Urban Renewal Area to utilize tax increment financing (TIF) which will be used to complete the required infrastructure. This cost is estimated at approximately \$600,000.  In order to invoke its urban renewal powers, the City Council must agree to designate the subject property an Urban Renewal Area, adopt an Urban Renewal Plan and negotiate a development agreement with the Developer. Assistance in the form of an urban renewal project area, conforming to the Section 403 of Iowa Code, is necessary to acquire land; improve regulatory control; improve public infrastructure and facilities; and to allow for private development of vacant land. Because the property is considered “greenfield” development, Chapter 403 of the Iowa Code requires the developer to meet the requirement of assisting low-and moderate-income households. This rule states that housing development projects must provide TIF revenue equal to the county-wide low-to-moderate income (LMI) percentage which is 48.15% in Pottawattamie County. The developer agrees to provide these dollars back in the form of a affordable housing account that will be established by the City.  Assistance in the form of an urban renewal project area, conforming to the Section 403 of Iowa Code, is necessary to acquire land; improve regulatory control; improve public infrastructure and facilities; and to allow for private development of vacant land.		
<u>Discussion</u> On April 26, 2021, the City Council passed a resolution of necessity which directed staff to initiate the process of creating the New Horizon Urban Renewal Plan and Area. This resolution established the following actions and timeframes:  May 4, 2021                      Consultation hearing with affected taxing jurisdictions May 11, 2021                    City Planning Commission hearing and review May 24, 2021                    City Council public hearing  The consultation hearing was held on May 4, 2021 and no public attended. Additionally, no written		

## Council Communication

correspondence has been received by the Community Development Department either in support or against the proposed plan.

Iowa statutes require the City Planning Commission to review the plan for conformity to the comprehensive plan and to forward a recommendation to City Council prior to the public hearing. This was held May 11, 2021 and Planning Commission recommended approval of the College Road URN with a 6-0 vote.

Urban renewal assistance has been requested to create new economic development through residential housing in the area. The resulting private development of land will be assisted to ensure adequate urban densities can be achieved which can sustain municipal services and facilities. Staff has reviewed the owner's proposal and believes the use of urban renewal/tax increment financing (TIF) is appropriate. A separate development agreement will be negotiated between the City Council and Robert McCarthy regarding the specifics of the TIF incentives.

### Staff Recommendation

The Community Development Department recommends approval of the New Horizon Urban Renewal Plan and Area and first consideration of the TIF ordinance.

### Planning Commission Recommendation

The City Planning Commission recommended approval of the College Road URN with a 6-0 vote. Commission members Bass, Rater, Stroebele, Scott, Halm, and Hutcheson all recommended approval as per staff's recommendation.

### Attachments

- 1) The New Horizon Urban Renewal Plan
- 2) Resolution
- 3) TIF Ordinance

Submitted by: Courtney Harter, Housing and Economic Development Manager, Community Development Department

**NEW HORIZON  
URBAN RENEWAL PLAN**

**for the**

**NEW HORIZON  
URBAN RENEWAL AREA**

**CITY OF COUNCIL BLUFFS, IOWA**

**May 2021**



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## ***EXHIBITS***

- A. LEGAL DESCRIPTION OF NEW HORIZON URBAN RENEWAL AREA
- B. NEW HORIZON URBAN RENEWAL AREA MAP

**New Horizon Urban Renewal Plan  
for the  
New Horizon Urban Renewal Area  
City of Council Bluffs, Iowa**

**A. INTRODUCTION**

The New Horizon Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the New Horizon Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Council Bluffs, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined in the *Code of Iowa* Section 403.17(12).

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

**B. DESCRIPTION OF THE URBAN RENEWAL AREA**

The Urban Renewal Area is described in Exhibit “A” and illustrated in Exhibit “B.” The Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 as a residential project.

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

**C. AREA DESIGNATION**

With the adoption of this Plan, the City designates this Urban Renewal Area as an economic development area that is appropriate for the provision of public improvements related to housing and residential development.

**D. BASE VALUE**

If the Urban Renewal Area is legally established, a Tax Increment Financing (TIF) ordinance is adopted to establish a TIF district in the Area, and debt related to the Area is certified prior to December 1, 2021, the taxable valuation as of January 1, 2020, will be considered the frozen “base valuation” for the portion of the Urban Renewal Area identified in the TIF ordinance. If a TIF ordinance is not adopted until a later date, or debt is not first certified prior to December 1, 2021, the frozen “base value” will be the assessed value of the taxable property within that area covered by the TIF ordinance as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt related to the Area, in accordance with Iowa Code Section 403.19. It may be that more than one ordinance will be adopted within the Area. If so, the frozen base values may vary among subareas of the Area.

## **E. DEVELOPMENT PLAN**

Council Bluffs has a general plan for the physical development of the City as a whole, outlined in the Bluffs Tomorrow: 2030 Comprehensive Plan, adopted in 2014 and updated in 2015. The goals and objectives identified in this Plan, and the urban renewal projects described herein, are in conformance with the goals and land use policies identified in the Comprehensive Plan.

This Urban Renewal Plan does not in any way replace the City's current land use planning or zoning regulation process. The land within the Area is currently zoned as R-2.

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

## **F. RESIDENTIAL DEVELOPMENT**

The City's objective for the Urban Renewal Area is to promote new housing and residential development. The City realizes that the availability of housing is an important component of attracting new business and industry, responding to new development, and retaining existing businesses.

In anticipation of expected economic development, the City has taken the position of supporting the creation of new housing opportunities, including increasing the number of lots available for the construction of new houses. Providing incentives to developers may ease the cost of extending necessary infrastructure and other factors that can make residential development risky and less profitable than other types of development.

When a city utilizes tax increment financing to support residential development (such support is limited to reimbursement of "public improvement" costs, as defined by Iowa law), a percentage of the incremental revenues (or other revenues) generated by the development must be used to provide assistance to low and moderate income (LMI) families. LMI families are those whose incomes do not exceed 80% of the median Pottawattamie County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the amount of incremental revenues (or other revenues) to be provided for low and moderate income family housing in the community shall be either equal to or greater than the percentage of the original project costs (i.e., the amount of TIF funds used to reimburse infrastructure costs serving the housing development in the Area) that is equal to the percentage of LMI families living in Pottawattamie County. That percentage is currently 46.14%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following three options:

1. Providing that at least 46.14% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;

2. Setting aside an amount equal to or greater than 46.14% of the project costs to be used for LMI housing activities anywhere in the City; or
3. Ensuring that 46.14% of the houses constructed within the Area are priced at amounts affordable to LMI families.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for LMI family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits, or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

## **G. PLAN OBJECTIVES**

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

1. To increase the availability of housing opportunities, which may, in turn, attract and retain area industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City of Council Bluffs.
2. To stimulate, through public action and commitment, private investment in new housing and residential development and redevelopment. The City realizes that the availability of affordable, decent, safe, and sanitary housing is important to the overall economic viability of the community.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing public utility and infrastructure extensions and improvements in support of residential development.

5. To improve housing conditions and increase housing opportunities, including LMI families and/or individuals.
6. To provide a more marketable and attractive investment climate through the use of various federal, state, and local incentives.
7. To encourage residential growth and expansion through governmental policies which make it economically feasible to do business.
8. To encourage residential development that meets the needs of a growing population, while preserving the character of the community.
9. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

## **H. TYPES OF RENEWAL ACTIVITIES**

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

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To provide for the construction of site-specific improvements, such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
3. To arrange for, or cause to be provided, the construction or repair of public infrastructure in support of residential development, including, but not limited to, streets and sidewalks, traffic lights, water mains, sanitary sewers, storm sewers, public utilities, or other facilities in connection with urban renewal projects.
4. To make loans, forgivable loans, or other types of grants or incentives to private persons, organizations, or businesses for economic development purposes or residential projects, on such terms as may be determined by the City Council.
5. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
6. To use tax increment for LMI housing assistance.
7. To borrow money and to provide security therefor.
8. To acquire and dispose of property.
9. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.

10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Council Bluffs and the State of Iowa.

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

## **I. ELIGIBLE URBAN RENEWAL PROJECTS**

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

1. ***Development Agreement with Robert McCarthy:*** The City expects to consider a development agreement with Robert McCarthy (or a related entity) (the “Developer”) for Developer to construct approximately 36 Housing Units and the public infrastructure improvements to support the development of those Housing Units within the Urban Renewal Area. The development agreement would provide detailed terms and conditions under which the City may make annual grant payments to the Developer in the amount of 100% of the Tax Increment generated by construction of the Housing Units remaining after any LMI assistance obligations have been satisfied for up to ten (10) fiscal years. The total amount of the grants is not to exceed the lesser of the amount calculated under the applicable formula during the ten fiscal years, \$600,000, or the actual costs incurred by the Developer in constructing the public infrastructure improvements.
2. **Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:**

<b>Project</b>	<b>Estimated Date</b>	<b>Estimated Cost to be funded by TIF Funds</b>
Fees and Costs	Undetermined	Not to Exceed \$50,000

## **J. FINANCIAL INFORMATION**

1.	July 1, 2020, Constitutional Debt Limit	\$229,442,288
2.	Current Outstanding General Obligation Debt	\$51,170,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness,	<p>\$650,000 plus the applicable percentage of LMI set-aside.</p> <p>This amount does not include financing costs related to debt issuance, which may be</p>

	including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above to be funded by TIF Funds will be approximately as stated in the next column:	incurred over the life of the Area.
--	--	-------------------------------------

## **K. URBAN RENEWAL FINANCING**

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

### **A. Tax Increment Financing.**

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

### **B. General Obligation Bonds.**

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

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

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

#### **L. PROPERTY ACQUISITION/DISPOSITION**

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

#### **M. RELOCATION**

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

#### **N. STATE AND LOCAL REQUIREMENTS**

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

#### **O. SEVERABILITY**

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

#### **P. URBAN RENEWAL PLAN AMENDMENTS**

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

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

#### **Q. EFFECTIVE PERIOD**

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

With respect to property included within the Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment district (TIF district) and is designated based on an economic development finding to provide or to assist in the provision of public improvements related to housing and residential development, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds



which qualify for payment from the incremental property tax revenues attributable to that property within the Urban Renewal Area.

Separate TIF ordinances or amendments thereto for separate parcel(s) or subareas may be adopted as development in the Area warrants. In that case, each subarea may have a separate base and separate sunset or expiration date.

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

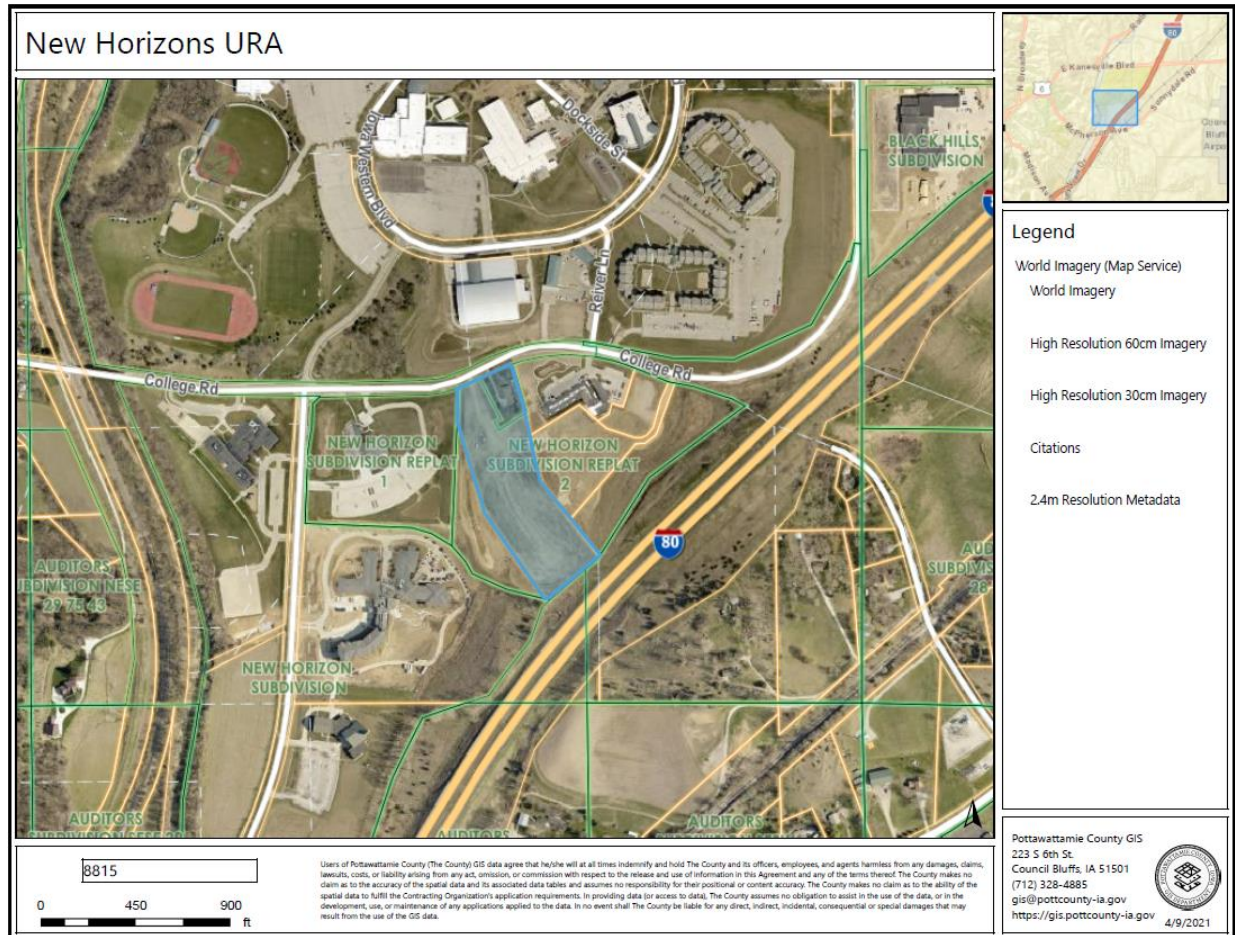
## **EXHIBIT A**

### **LEGAL DESCRIPTION OF NEW HORIZON URBAN RENEWAL AREA**

A PARCEL OF LAND BEING ALL LOT 5, NEW HORIZON SUBDIVISION REPLAT 2 AND A PORTION OF THE SW $\frac{1}{4}$  NW $\frac{1}{4}$  AND PART OF THE NW $\frac{1}{4}$  SW $\frac{1}{4}$  SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5<sup>th</sup> P.M., POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST  $\frac{1}{4}$  CORNER OF SECTION 28, TOWNSHIP 75, RANGE 43, THENCE ALONG THE WEST LINE NW $\frac{1}{4}$  SECTION 28 N 01 DEGREES 42' 52"W 161.68 FEET TO THE CENTERLINE OF COLLEGE ROAD, THENCE ALONG SAID CENTERLINE N 89 DEGREES 05'05"E 171.06 FEET, THENCE N 87 DEGREES 23'24"E 369.82 FEET TO A POINT OF CURVATURE, THENCE ON A 532.30 FOOT RADIUS CURVE TO THE LEFT AN ARC LENGTH OF 240.45 FEET, THENCE N 61 DEGREES 30'30"E 33.00 FEET TO THE POINT OF BEGINNING, THENCE N 61 DEGREES 30'30"E 36.47 FEET TO A POINT OF CURVATURE, THENCE ON A 870.13 FOOT RADIUS CURVE TO THE RIGHT AN ARC LENGTH OF 141.00 FEET (CHORD BEARS N 66 DEGREES 09'02"E 140.85 FEET), THENCE S 17 DEGREES 06'28"E 272.07 FEET, THENCE S56 DEGREES 00'42"W 156.87 FEET, THENCE N28 DEGREES 29'30"W 43.14 FEET, THENCE N 61 DEGREES 30'30"E 33.00 FEET THENCE, N 28 DEGREES 29'30"W 250.00 FEET TO THE POINT OF BEGINNING, INCLUDING COLLEGE ROAD RIGHT OF WAY, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

## EXHIBIT B

### MAP OF NEW HORIZON URBAN RENEWAL AREA



01866212-1\10342-167

ORDINANCE CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

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

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

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

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

5. I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

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

01873463-1\10342-167

CITY CLERK'S CERTIFICATION TO COUNTY AUDITOR

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Clerk of the City of Council Bluffs

(CITY SEAL)

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COUNTY AUDITOR'S CERTIFICATE

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

\_\_\_\_\_  
County Auditor of Pottawattamie County, Iowa

(COUNTY SEAL)

01873465-1\10342-167

COUNTY RECORDER'S CERTIFICATE

I, \_\_\_\_\_, County Recorder of Pottawattamie County, State of Iowa, hereby certify on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, there was filed in my office a copy of the New Horizon Urban Renewal Plan and the Resolution adopting same for the New Horizon Urban Renewal Area, of the City of Council Bluffs, State of Iowa, all duly certified, for recording and the same is recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the records in my office.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
County Recorder of Pottawattamie County,  
State of Iowa

(COUNTY SEAL)

01873455-1\10342-167

URBAN RENEWAL  
TRANSCRIPT CERTIFICATE

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

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

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

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

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



\_\_\_\_\_, 2021, at Council Bluffs, Iowa.

(SEAL)

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

\_\_\_\_\_, 2021.

Notary Public in and for Pottawattamie  
County, Iowa

(SEAL)

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

ORDINANCE NO. 6458

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

WHEREAS, the City Council of the City of Council Bluffs, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 21-119 passed and approved on the 24<sup>th</sup> day of May, 2021, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the New Horizon Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

A PARCEL OF LAND BEING ALL LOT 5, NEW HORIZON SUBDIVISION REPLAT 2 AND A PORTION OF THE SW $\frac{1}{4}$  NW $\frac{1}{4}$  AND PART OF THE NW $\frac{1}{4}$  SW $\frac{1}{4}$  SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5<sup>th</sup> P.M., POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST  $\frac{1}{4}$  CORNER OF SECTION 28, TOWNSHIP 75, RANGE 43, THENCE ALONG THE WEST LINE NW $\frac{1}{4}$  SECTION 28 N 01 DEGREES 42' 52"W 161.68 FEET TO THE CENTERLINE OF COLLEGE ROAD, THENCE ALONG SAID CENTERLINE N 89 DEGREES 05'05"E 171.06 FEET, THENCE N 87 DEGREES 23'24"E 369.82 FEET TO A POINT OF CURVATURE, THENCE ON A 532.30 FOOT RADIUS CURVE TO THE LEFT AN ARC LENGTH OF 240.45 FEET, THENCE N 61 DEGREES 30'30"E 33.00 FEET TO THE POINT OF BEGINNING, THENCE N 61 DEGREES 30'30"E 36.47 FEET TO A POINT OF CURVATURE, THENCE ON A 870.13 FOOT RADIUS CURVE TO THE RIGHT AN ARC LENGTH OF 141.00 FEET (CHORD BEARS N 66 DEGREES 09'02"E 140.85 FEET), THENCE S 17 DEGREES 06'28"E 272.07 FEET, THENCE S56 DEGREES 00'42"W 156.87 FEET, THENCE N28 DEGREES 29'30"W 43.14 FEET, THENCE N 61 DEGREES 30'30"E 33.00 FEET THENCE, N 28 DEGREES 29'30"W 250.00 FEET TO THE POINT OF BEGINNING, INCLUDING COLLEGE ROAD RIGHT OF WAY, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

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

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

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

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

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

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

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

the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Council Bluffs, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

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

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

PASSED AND APPROVED this 14<sup>th</sup> day of June, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

Read First Time: May 24, 2021

Read Second Time: June 14, 2021

Read Third Time: \_\_\_\_\_, 2021

PASSED AND APPROVED: \_\_\_\_\_, 2021.

I, \_\_\_\_\_, City Clerk of the City of Council Bluffs, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. \_\_\_\_\_ passed and approved by the City Council of the City at a meeting held \_\_\_\_\_, 2021, signed by the Mayor on \_\_\_\_\_, 2021, and published in The Daily Nonpareil on \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

01873461-1\10342-167

## Council Communication

Department: Legal

Case/Project No.:

Submitted by: Sara Bauer, Legal  
Department

Resolution 21-182  
ITEM 7.A.

Council Action: 6/14/2021

### Description

Resolution authorizing the City of Council Bluffs Legal Department to proceed as proposed in executive session held on May 10, 2021.

### Background/Discussion

The Legal Department has been in negotiations to settle a matter against the City. Considerations and limitations were discussed at Executive Session held on May 10, 2021, and Legal would like to proceed with a settlement to resolve the matter.

### Recommendation

Approval of this Resolution.

### ATTACHMENTS:

Description

Resolution 21-182

Type

Resolution

Upload Date

6/8/2021

**RESOLUTION NO. 21-182**

**A RESOLUTION AUTHORIZING THE CITY OF COUNCIL BLUFFS LEGAL DEPARTMENT TO PROCEED AS PROPOSED IN EXECUTIVE SESSION HELD ON MAY 10, 2021.**

**WHEREAS,** the City's Legal Department has been in negotiations to settle a matter against the City of Council Bluffs; and

**WHEREAS,** direction and parameters were provided to the City's Legal Department at the City Council's Executive Session held on May 10, 2021; and

**WHEREAS,** the City's Legal Department has come to a settlement agreement within the parameters discussed during said Executive Session; and

**WHEREAS,** it is in the best interest of the City of Council Bluffs to settle this matter.

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

That the City's Legal Department is hereby authorized to proceed forward with the discussed course of action regarding the matter.

ADOPTED  
AND  
APPROVED

June 14, 2021.

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

\_\_\_\_\_  
Mayor

Attest:

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

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

## Council Communication

Department: Public Works Admin  
Case/Project No.: PW22-12  
Submitted by: Matthew Cox, Public Works  
Director

Resolution 21-183  
ITEM 7.B.

Council Action: 6/14/2021

### Description

Resolution accepting the bid of Carley Construction, LLC for the South 1st Street Neighborhood Rehab, Phase XII. Project # PW22-12

### Background/Discussion

On June 1, 2021 bids were received through the City bidding software Ion Wave as follows:

	Division I <u>General</u>	Division II <u>Pavement</u>	Division III <u>Storm Sewer</u>	Division IV <u>San. Sewer</u>	Division V <u>Water Main</u>	<u>Total</u>
Carley Construction, LLC Council Bluffs, IA	\$216,355.00	\$484,882.50	\$61,695.00	\$164,850.00	\$164,265.00	\$1,092,047.50
Engineer's Opinion	\$218,627.50	\$446,305.00	\$58,970.00	\$156,205.00	\$156,385.00	\$1,036,492.50

The South 1st Street neighborhood bounded by Pierce Street on the north, Palmer Avenue on the south, 1st Street on the west and Franklin Avenue on the east consists of some of the original town subdivision within the city. Records indicate that the infrastructure in this area dates back prior to the 1950's and is in need of replacement.

Phases I thru X are complete and included portions of Knepper Street, Damon Street, Hill Street, Stutsman Street, Langstrom Street, Franklin Avenue, Platner Street, Carson Avenue, Grace Street, Kappell Avenue, Charles Street, Garden Street, Bloomer Street, Clinton Street, Voorhis Street, Stahl Avenue, Iowa Avenue, Palmer Avenue, and Grove Street. Phase XI is substantially complete with only punch list items and seeding remaining and included portions of Franklin Avenue, Charles Street and Hazel Street.

Phase XII is scheduled for construction in 2021 and will complete the reconstruction of Grace Street from just north of Langstrom Street to Charles Street and Langstrom Street from Grace Street west approx. 200 feet. This is the final phase of the South 1st Street Neighborhood Rehabilitation program.

This project is included in the FY22 CIP and includes a budget of \$1,250,000 in Sales Tax Funds.

The project schedule is as follows:

Award	June 14, 2021
Construction Start	July 2021

### Recommendation

Approval of this resolution. This project completes the infrastructure improvements for the neighborhood.

### ATTACHMENTS:

Description	Type	Upload Date
Location Map	Map	6/4/2021
Resolution 21-183	Resolution	6/8/2021



PW 22-12  
S. 1ST NEIGHBORHOOD  
REHAB PH 12

PROJECT LOCATION

LANGSTROM ST

FRANKLIN AVE

STUTSMAN ST

STUTSMAN ST

RAMON ST

GRACE ST

CHARLES ST

KAPPELL AVE

280

WAVE

Legend

 PW22-12



**RESOLUTION**  
**NO 21-183**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
CARLEY CONSTRUCTION, LLC FOR THE  
SOUTH 1<sup>ST</sup> STREET NEIGHBORHOOD REHAB, PHASE XII  
PROJECT #PW22-12**

WHEREAS, the plans, specifications, and form of contract for the South 1<sup>st</sup> Street Neighborhood Rehab, Phase XII are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on May 10, 2021, and the plans, specifications and form of contract were approved; and

WHEREAS, Carley Construction, LLC has submitted a low bid in the amount of \$1,092,047.50 for this contract.

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

That the bid of Carley Construction, LLC in the amount of \$1,092,047.50 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the South 1<sup>st</sup> Street Neighborhood Rehab, Phase XII; and

BE IT FURTHER RESOLVED

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

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

June 14, 2021

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

ATTEST:

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

## Council Communication

Department: Public Works Admin  
Case/Project No.: PW22-09  
Submitted by: Matthew Cox, Public Works  
Director

Resolution 21-184  
ITEM 7.C.

Council Action: 6/14/2021

### Description

Resolution accepting the bid of Compass Utility, LLC for the East Manawa Sewer Rehab, Phase X. Project # PW22-09

### Background/Discussion

On June 3, 2021 bids were received through the City bidding software Ion Wave as follows:

	Division I <u>General</u>	Division II <u>Pavement</u>	Division III <u>Storm Sewer</u>	Division IV <u>San. Sewer</u>	Division V <u>Water Main</u>	<u>Total</u>
Compass Utility, LLC Council Bluffs, IA	\$266,143.23	\$482,579.80	\$94,992.59	\$343,149.41	\$130,307.75	\$1,317,172.78
Engineer's Opinion	\$288,964.75	\$429,779.00	\$103,355.00	\$324,494.00	\$157,175.00	\$1,303,767.75

The area of East Manawa is very flat with open ditches. There are no storm sewers in this area and the streets are thin asphalt or seal-coated rock roads. During rainfall events, considerable surface ponding occurs due to the poor drainage.

Due to the narrow right-of-way (30 ft.) and the high water table in the area, conventional storm sewer construction is not practical. The use of porous pavement in conjunction with a drainable granular base and shallow subdrain/conveyance system was determined to be the most cost effective means available to improve the area drainage. The rehab program also includes installation of new sanitary sewers utilizing a vacuum system.

Phase I and II of the program included Huron Circle from Navajo to north of Osage Street. Phase III of the program was construction of the sanitary sewer vacuum pump station. Phase IV was the first phase of vacuum sewer installation with the porous pavement and subdrain system on Huron Circle from Navajo to just west of Blackhawk Street. Phases V through IX continued the rehab and completed Huron Circle, Blackhawk Street, Osage Street, Victor Street, Aztec Street, East Navajo Street and extended the vacuum sewer along Navajo Street.

Phase X includes Pickard Lane from Hall Walk (Alley) south to Navajo Street.

This project is included in the FY22 CIP and has a revised budget of \$1,425,000 in Sales Tax Funds.

The project schedule is as follows:	Award	June 14, 2021
	Construction Start	July 2021

### Recommendation

Approval of this resolution. This project continues the infrastructure improvements for the neighborhood.

### ATTACHMENTS:

Description	Type	Upload Date
Location Map	Map	6/4/2021
Resolution 21-184	Resolution	6/9/2021



PW 22-09  
EAST MANAWA  
SEWER REHAB PH X

MOHAWK ST

HURON CIR

OSAGE ST

BLACKHAWK ST

VICTOR ST

AZTEC ST

NAVAJO ST

PROJECT LOCATION

ALLEY

VICTOR ST

AZTEC ST

HURON CIR

E NAVAJO ST

PICKARD LN

WALLACE AVE

Legend



PW22-09



**R E S O L U T I O N**  
**NO 21-184**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
COMPASS UTILITY, LLC FOR THE  
EAST MANAWA SEWER REHAB, PHASE X  
PROJECT #PW22-09**

WHEREAS, the plans, specifications, and form of contract for the East Manawa Sewer Rehab, Phase X are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on May 10, 2021, and the plans, specifications and form of contract were approved; and

WHEREAS, Compass Utility, LLC has submitted a low bid in the amount of \$1,317,172.78 for this contract.

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

That the bid of Compass Utility, LLC in the amount of \$1,317,172.78 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the East Manawa Sewer Rehab, Phase X; and

BE IT FURTHER RESOLVED

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

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

June 14, 2021

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

ATTEST:

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

## Council Communication

Department: Community  
Development  
Case/Project No.:  
Submitted by: Housing &  
Economic Development

Resolution 21-185  
ITEM 7.D.

Council Action: 6/14/2021

### Description

Resolution approving the use of 2021 Community Development Block Funds and directing the Mayor to submit the 2021 Amendment to the Annual Plan to the City of Omaha and the U.S. Department of Housing and Urban Development.

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	6/4/2021
Attachment A - Amended Budget	Other	6/4/2021
Resolution 21-185	Resolution	6/9/2021

## Council Communication

Department: Community Development	Resolution No.: 21 -	City Council: June 14, 2021						
<b>Subject/Title</b>								
2021 Amendment to the Annual Plan for Community Development Block (CDBG) funds.								
<b>Background/Discussion</b>								
<u>Background</u> The City of Council Bluffs is an entitlement community under the Community Development Block Grant (CDBG) program, which results in annual funding from the U.S. Department of Housing and Urban Development (HUD). In order to receive these funds, the City is required to submit to HUD an Annual Plan, which was already submitted and approved by Council. In May 2021, the City of Council Bluffs was notified by HUD that the City would receive an additional allocation of \$14,673. Due to the additional allocation, this amendment to the Annual Plan is required.  The Annual Plan details the City’s objectives, revenues, expenditures and other actions. This document is prepared by the Community Development Department with input from the Community Development Advisory Committee (CDAC). On October 26, 2020 City Council approved the 2021 CDBG budget (Resolution 20-259). The City then received \$995,720 in CDBG funding. Eligible CDBG projects had to meet the following national objectives: benefit to persons of low-to-moderate income, elimination of slum and blight and urgent need. In addition, the City received a \$14,673 allocation. These additional funds were also allocated to the City through HUD’s CDBG entitlement designation. The total CDBG program budget is \$1,010,393 and includes the following sources of revenue:								
<table><tr><td>2021 Annual CDBG Grant</td><td>\$995,720</td></tr><tr><td>Additional CDBG Allocation</td><td>\$14,673</td></tr><tr><td><b>Total</b></td><td><b>\$1,010,393</b></td></tr></table>			2021 Annual CDBG Grant	\$995,720	Additional CDBG Allocation	\$14,673	<b>Total</b>	<b>\$1,010,393</b>
2021 Annual CDBG Grant	\$995,720							
Additional CDBG Allocation	\$14,673							
<b>Total</b>	<b>\$1,010,393</b>							
<u>Discussion</u> Of the 2021 Annual CDBG funding, a significant amount has been spent on ongoing programs. However, a portion of the available funds were allocated to various projects using a request for proposal (RFP) process. This included advertising the availability of funding in the <i>The Daily Nonpareil</i> , posting the availability of funding at City Hall and notifying others who expressed an interest. Upon the receipt of proposals, public hearings were held and recommendations formulated. The Community Development Department and Community Development Advisory Committee (CDAC) is now recommending the additional allocation of funds go towards Community Development Administration and South End Opportunities (former Reliance Battery Factory).  Upon City Council approval, the Community Development Department will forward the amendment to the 2021 Annual Plan to the City of Omaha and to HUD.								
<b>Staff Recommendation</b> The Community Development Department recommends that City Council adopt a resolution approving the use of the additional allocation of funds as outlined in the attached budget; direct the Mayor to submit the 2021 Amendment to the Annual Plan to the City of Omaha and to HUD; and directs the Mayor to execute contracts with HUD for the use of the CDBG funds.								
<b>Community Development Advisory Committee</b> On June 2, 2021, CDAC met to review the CDBG additional allocation funds and recommend their approval. CDAC recommended the following for approval:  1. Allocating CDBG additional funds to activities as outlined in “Attachment A.” Motion carried by unanimous voice vote of those present. VOTE: AYE: Schlott, Rowe, Mathews, Adkins, Heininger; NAY – None; ABSTAIN –None; ABSENT – None.								

## 2021 Community Development Block Grant

## Expenditures

HUD Category	2020 Allocation	2020 Activity Balance	2021	Staff Recommendation	CDAC & Staff Recommendation	Projected Income	Total Activity Balance	Notes
<b>Administration</b>								
CD Administration	190,000	-	202,079	202,079	202,079	-	202,079	20% of estimated \$975,000 allocation
CD Project Delivery	90,000	-	50,000	50,000	50,000	-	50,000	
Rehab Administration	100,000	-	75,000	75,000	75,000	-	75,000	
<b>Subtotal</b>	<b>380,000</b>	<b>-</b>	<b>327,079</b>	<b>327,079</b>	<b>327,079</b>	<b>-</b>	<b>327,079</b>	
<b>Public Services</b>								
MICAH House	37,000	-	50,000	37,000	37,000	-	37,000	Limited to 15% of annual allocation \$146,250 with estimated \$950,000 allocation.
Catholic Charities	11,500	-	20,000	11,500	11,500	-	11,500	
HFS - Heartland Homes	11,550	-	15,000	11,550	11,550	-	11,550	
HFS - PCHO	15,750	-	20,000	15,750	15,750	-	15,750	
New Visions - MOHM's Place	17,000	-	-	-	-	-	-	
New Visions - Joshua House	20,000	-	35,000	20,000	20,000	-	20,000	
Family Housing Advisory Services	30,000	-	50,000	30,000	30,000	-	30,000	
<b>Subtotal</b>	<b>142,800</b>	<b>-</b>	<b>190,000</b>	<b>125,800</b>	<b>125,800</b>	<b>-</b>	<b>125,800</b>	
<b>Public Facilities</b>								
HFS - Iowa Family Works Renovations	-	80,000	-	-	-	-	80,000	
New Visions - Hot Box A/E	28,000	-	-	-	-	-	-	
Catholic Charities - Drainage, Deck and Parking	40,000	-	30,000	30,000	30,000	-	30,000	
<b>Subtotal</b>	<b>68,000</b>	<b>80,000</b>	<b>30,000</b>	<b>30,000</b>	<b>30,000</b>	<b>-</b>	<b>110,000</b>	
<b>Housing Development</b>								
A. New Housing Development								
Infil-Down Payment Assistance	126,000	277,980	320,000	320,000	320,000	-	597,980	\$300,000 DPA
Habitat for Humanity	45,000	49,339	45,000	45,000	45,000	-	94,339	\$20,000 project admin
Blight (NWHs)	15,000	38,723	-	-	-	-	15,000	Site Cleanup for new housing
B. Housing Rehabilitation								
Emergency Repair Program	25,000	-	50,000	50,000	50,000	-	50,000	
Housing Rehabilitation Program	224,400	224,400	250,000	250,000	250,000	30,000	504,400	Loan Payments - \$30,000
Lead Hazard Reduction & Healthy Homes	170,666	937,332	170,666	170,666	170,666	766,667	1,874,665	Year 2: Lead Hazard Control
League of Human Dignity	-	43,173	15,000	-	-	-	43,173	CDBG: \$512,000/3yrs
<b>Subtotal</b>	<b>606,066</b>	<b>1,570,947</b>	<b>850,666</b>	<b>835,666</b>	<b>835,666</b>	<b>796,667</b>	<b>3,203,280</b>	Grant: \$2,300,000/3yrs
<b>Neighborhood Development</b>								
South 19th Street	-	400,000	100,000	-	-	250,000	650,000	CDBG '19 - \$400,000
South End Opportunities (Reliance Battery)	400,000	225,110	191,480	191,480	191,480	-	416,590	CIP CD20-02 - \$100,000
Franklin and Bennett	-	-	1,000,000	1,000,000	1,000,000	-	1,000,000	CIP CD2021- - \$150,000
<b>Subtotal</b>	<b>400,000</b>	<b>625,110</b>	<b>1,291,480</b>	<b>1,191,480</b>	<b>1,191,480</b>	<b>250,000</b>	<b>2,066,590</b>	
<b>Slum &amp; Blight</b>								
Mid-City (Food Pantry)	1,000,000	450,000	-	-	-	100,000	550,000	Gen Fund CD19-02 - \$50,000
Blighted Program (22nd Ave and S 6th St)	-	-	-	-	-	-	-	Gen Fund CD20-03 - \$50,000
Blighted Program (South End-1218 22nd Ave)	60,000	-	-	-	-	-	-	CDBG '18 - \$50,000
<b>Subtotal</b>	<b>1,060,000</b>	<b>450,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100,000</b>	<b>550,000</b>	CDBG '19 - \$250,000 CDBG-CV - 150,000
<b>TOTAL Expenditures</b>	<b>2,656,866</b>	<b>2,726,057</b>	<b>2,689,225</b>	<b>2,510,025</b>	<b>2,510,025</b>	<b>1,146,667</b>	<b>6,382,749</b>	

## Revenues

## CDBG Grants and Carryover

CDBG 2021 Entitlement	975,000
Obligated Carryover 2014 to 2019	2,312,528
Unobligated Carryover	-
Miscellaneous Fees or Refunds	2,500
<b>Subtotal</b>	<b>3,290,028</b>

## CDBG Obligated Program Income

Home Improvement Program (Loan Payments)	30,000
EPA Cleanup Grant (Reliance Battery)	- app denied
South 19th Street Neighborhood Development	100,000
Lead Hazard Control Rehab	1,533,333
Mid-City	100,000
<b>Subtotal</b>	<b>1,763,333</b>

TOTAL Revenue 5,053,362

Remaining Balance (1,329,387)



**RESOLUTION NO. 21-185**

**A RESOLUTION APPROVING THE USE OF 2021 COMMUNITY DEVELOPMENT BLOCK FUNDS AND DIRECTING THE MAYOR TO SUBMIT THE 2021 AMENDMENT TO THE ANNUAL PLAN TO THE CITY OF OMAHA AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).**

- WHEREAS, the City of Council Bluffs, an entitlement community, annually receives CDBG funds from HUD; and
- WHEREAS, the City of Council Bluffs also receives Community Development Block Grant (CDBG) an additional allocation of funds from HUD as an entitlement community; and
- WHEREAS, the City passed Resolution 20-259 approving the 2021 CDBG budget; and
- WHEREAS, an additional \$14,673 was awarded by the U.S. Department of Housing and Urban Development (HUD), which increased the City allocation to \$1,010,393 in FY2021; and
- WHEREAS, on June 2, 2021, the Community Development Advisory Committee held a public hearing at the Council Bluffs Library; and
- WHEREAS, the Community Development Department and the Community Development Advisory Committee received requests from the public for CDBG funding; and
- WHEREAS, on June 2, 2021, the Community Development Advisory Committee prepared recommendations on said funding requests; and
- WHEREAS, it is the opinion of the City Council that it would be in the best interest of the City to allocate CDBG funds as outlined in Attachment A..

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

That the projects listed in Attachment A with the corresponding 2021 CDBG amounts are hereby approved.

**BE IT FURTHER RESOLVED**

That the Mayor is hereby directed to cause the preparation of a 2021 Amendment to the Annual Plan which outlines the proposed use of funds as required by the U.S. Department of Housing and Urban Development (HUD) and authorized to execute contracts with HUD for the use of the CDBG funds.

ADOPTED  
AND  
APPROVED:

June 14, 2021

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Matthew J. Walsh, Mayor

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Jodi Quakenbush, City Clerk

## Council Communication

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

Resolution 21-186  
ITEM 7.E.

Council Action: 6/14/2021

### Description

Resolution authorizing the Mayor to execute an Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation.

### Background/Discussion

Iowa Code regulates the state and city responsibilities for the state jurisdiction roads (primary roads) inside city corporate limits.

The primary system in Council Bluffs would include Interstates 80 and 29, IA 92 (Veterans Memorial Highway), and former US 6 (Kanesville Blvd).

The maintenance obligations of the state and city are dictated by the Iowa Code. The agreement reflects these code requirements.

The agreement covers the time period from July 1, 2021 through June 30, 2026.

### Recommendation

Approval of this resolution to renew the maintenance agreement with IDOT in compliance with Iowa Code.

### ATTACHMENTS:

Description	Type	Upload Date
Agreement	Agreement	6/4/2021
Resolution 21-186	Resolution	6/9/2021



**Agreement for Maintenance and Repair of  
Primary Roads in Municipalities**

This Agreement made and entered into by and between the Municipality of \_\_\_\_\_, \_\_\_\_\_ County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

**AGREEMENT:**

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

**I. The Department shall maintain and repair:**

**A. Freeways (functionally classified and constructed)**

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

**B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)**

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

**C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)**

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

**D. City Streets Crossing Freeway Rights of Way (See II.C)**

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

**II. The Municipality shall maintain and repair:**

**A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)**

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

\_\_\_\_\_  
MUNICIPALITY

\_\_\_\_\_  
IOWA DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

BY \_\_\_\_\_  
District Engineer

Date \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION**  
**NO 21-186**

**RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE AN AGREEMENT WITH  
THE IOWA DEPARTMENT OF TRANSPORTATION FOR  
MAINTENANCE AND REPAIR OF PRIMARY ROADS IN MUNICIPALITIES**

WHEREAS, Iowa Code requires municipalities and the Iowa Department of Transportation to enter into an agreement covering maintenance and repair of primary roads in municipalities; and

WHEREAS, said agreement establishes specific responsibilities of the city and the state; 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 is hereby authorized, empowered, and directed to execute an agreement with Iowa Department of Transportation for Maintenance and Repair of Primary Roads in Municipalities.

ADOPTED  
AND  
APPROVED

June 14, 2021

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

ATTEST:

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

## Council Communication

Department: Human Resources  
Case/Project No.: Resolution No.  
Submitted by: Stacie Jensen

Resolution 21-187  
ITEM 7.F.

Council Action: 6/14/2021

### Description

Resolution approving revisions/updates of the Personnel Policy, Severance Pay - Policy 304.

### Background/Discussion

The Policy Committee reviewed the Severance Policy after some discussion that it was believed that severance pay was taken away back in 2017 due to the changes in Chapter 20. In review of the council communication from 6-25-2018, there was some type of agreement that articles removed from the contract because the personnel policy already addressed severance. Also in the council communication is an Order of Control statement that identifies the order in which legal entity has authority; 1. Federal, state, or local law; 2. Collective Bargaining Agreement; 3. Personnel Policies. This creates some confusion as the Police FOB Union and the CB Association of Professional Firefighters addresses severance in their contract that anyone hired after July 1, 2017

The severance policy was discussed at great length between the mayor's office and the legal department.

### Recommendation

Approving the resolution will allow the City to [implement the July 1, 2017 date as the eligibility for severance and to be consistent with communications and council discussions](#). Policy review and updates ensures the City's policies are consistent and effective.

### ATTACHMENTS:

Description	Type	Upload Date
Severance Policy	Resolution	6/7/2021
Severance -redlined	Resolution	6/7/2021
Resolution 21-187	Resolution	6/9/2021

*City Personnel Policy*

**SEVERANCE PAY**

POLICY: 304

Council approval:

# Pages: 1

**POLICY:**

It is the policy of the City that upon termination, any eligible employee who has completed one (1) year of continuous service with the City shall receive severance pay. Employees who voluntarily resign or are discharged for cause shall not be eligible for severance pay.

**APPLICABILITY:**

All regular full-time employees.

**PROCEDURE:**

1. Severance pay shall be paid at the employee's base rate of pay in effect at the date of termination. For the purpose of this policy, all Assistant Fire Chiefs, regardless of actual hours worked, shall receive payment based on a forty hour work week.
2. In the case of retirement, employees shall be required to provide two week notice prior to the effective date of the termination to be eligible for severance. For the purpose of this policy, retirement shall mean the employee is qualified to receive retirement benefits under IPERS, Police and Fire Retirement, and/or Social Security retirement programs.
3. Severance pay shall be paid based on the following continuous service requirements:

<u>Years of Service</u>	<u>Amount of Severance</u>
More than 1, but less than 5	40 hours pay
More than 5, but less than 10	80 hours pay
More than 10, but less than 15	120 hours pay
More than 15	160 hours pay

4. Employees hired on or after July 1, 2017 shall not be eligible to receive severance pay as outlined above in the event they choose a Bona Fide retirement, voluntarily resign or are discharged for cause.

*City Personnel Policy*

**SEVERANCE PAY**

POLICY: 304

Council approval:

# Pages: 1

**POLICY:**

It is the policy of the City that upon termination, any eligible employee who has completed one (1) year of continuous service with the City shall receive severance pay. Employees who voluntarily resign or are discharged for cause shall not be eligible for severance pay.

**APPLICABILITY:**

All regular full-time employees.

**PROCEDURE:**

1. Severance pay shall be paid at the employee's base rate of pay in effect at the date of termination. For the purpose of this policy, all Assistant Fire Chiefs, regardless of actual hours worked, shall receive payment based on a forty hour work week.
2. In the case of retirement, employees shall be required to provide two week notice prior to the effective date of the termination to be eligible for severance. For the purpose of this policy, retirement shall mean the employee is qualified to receive retirement benefits under IPERS, Police and Fire Retirement, and/or Social Security retirement programs.
3. Severance pay shall be paid based on the following continuous service requirements:

<u>Years of Service</u>	<u>Amount of Severance</u>
More than 1, but less than 5	40 hours pay
More than 5, but less than 10	80 hours pay
More than 10, but less than 15	120 hours pay
More than 15	160 hours pay

4. Employees hired on or after July 1, 2017 shall not be eligible to receive severance pay as outlined above in the event they choose a Bona Fide retirement, voluntarily resign or are discharged for cause.



**RESOLUTION NO. 21-187**

A Resolution approving the revision of the City's current Personnel Policies Manual: Policy 304  
Severance Pay

**WHEREAS**, the policy was last revised in 2017,

**WHEREAS**, review of the council communication from 6/25/2018, states there was an agreement that the council approved such date,

**WHEREAS**, an approved revised policy is needed as payroll and operational changes continue to occur and the instruction needs to be reflected in the City's Personnel Policies

**WHEREAS**, said changes are deemed to be in the best interest of the City of Council Bluffs, Iowa, management and the employees.

**NOW, THEREFORE, BE IT RESOLVED**

**BY THE CITY OF COUNCIL**

**OF THE**

**CITY OF COUNCIL BLUFFS, IOWA:**

That the proposed revisions of the City's current Personnel Policies: Policy 304 Severance Pay

Are hereby adopted and the Personnel Policy manual will be updated accordingly.

**Adopted and Approved**

**June 14, 2021**

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

\_\_\_\_\_  
Mayor

Attest

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

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

## Council Communication

Department: Human Resources  
Case/Project No.: Resolution No.  
Submitted by: Stacie Jensen

Resolution 21-188  
ITEM 7.G.

Council Action: 6/14/2021

### Description

Resolution approving the creation of the City's current Personnel Policies Manual, Acting Pay - Policy 307.

### Background/Discussion

Incorporating old union practices into policy as Council intended.

### Recommendation

Approving Acting Pay per policy specifications.

### ATTACHMENTS:

Description	Type	Upload Date
Acting Pay	Resolution	6/7/2021
Resolution 21-188	Resolution	6/9/2021

*City Personnel Policy*

**ACTING PAY**

POLICY: 307

Council approval: 06/14/2021

# Pages: 2

**POLICY:**

It is the policy of the City to compensate an employee for assuming, the duties of a higher level position when it is necessary to have an employee available to make significant decisions that should not be deferred or referred to a higher level. However, acting pay is not given as a matter of course. It should be considered part of the ongoing duties of second in command personnel to fill in for their supervisors during a temporary absence.

**APPLICABILITY:**

All full time regular employees.

**TYPES:**

**Short Term Assignment:** A work assignment requiring full and unique responsibility for more than eight (8) hours but less than twenty (20) days.

**a). Assignment as Lead Worker:** Acting pay of an additional \$1.25 per hour shall be paid to employees who are assigned as acting lead worker in the field. In addition to regular duties, duties should include, but not limited to, overseeing the project, assigning work to other employees, submitting work orders, and communicating as needed with the supervisor.

**b). Assignment as Supervisor:** Acting pay of additional \$2.50 per hour shall be paid to employees who are assigned as acting supervisor in the field. In addition to regular duties, duties should include, but not limited to, supervising a team(s) of 5 or more, assigns and directs employees who perform the various tasks necessary to ensure efficient operation and/or maintenance.

**Long Term Assignment:** A work assignment requiring full and unique responsibility for twenty (20) days or more but no more than 6 months.

- Acting pay for long term assignments shall be paid for absences twenty (20) days or more for reasons including but not limited to long term disability, FMLA Leave, military leave, or prolonged position vacancy. Any employee temporarily filling a vacancy in a position of higher grade for twenty days or more, shall receive the greater of 1). salary paid in such higher grade, step one or 2) the lead or supervisor acting pay as outlined above.

- Acting pay shall not be for a period of time to exceed six (6) months. If acting pay is required for longer than a six (6) month period, the Department Head must submit a new request for the extended period.

#### **PROCEDURE:**

- Acting pay must be warranted and acting employees must assume the full and unique responsibilities of the higher level position.
- Acting pay is only for time worked and will not apply to any paid time off (sick, vacation days, holidays) while in an acting capacity. There shall also be no compounding of wages. Refer to Policy #301 - Pyramiding of Pay Prohibited.
- Requests for acting pay shall be initiated as soon as the need for acting coverage is determined in order to allow sufficient time for the request to go through the necessary approval process.
- Short term assignment acting pay must be authorized in advance and tracked in the time keeping system.
- Long term acting pay, including transition from short to long term, must be tracked on a Personnel Action Form and authorized in advance by the Department Head and Mayor or Mayor designee.

**RESOLUTION NO. 21-188**

A Resolution approving the creation of the City's current Personnel Policies Manual: Policy 307 Acting Policy.

**WHEREAS**, acting pay was listed in union contracts but removed from several contracts in 2018,

**WHEREAS**, a creation of a policy is needed,

**WHEREAS**, a policy was drafted to outline and document the expectations and a number of operational changes have been made that need to be reflected in the City's Personnel Policies

**WHEREAS**, said changes are deemed to be in the best interest of the City of Council Bluffs, Iowa, management and the employees.

**NOW, THEREFORE, BE IT RESOLVED**

**BY THE CITY OF COUNCIL**

**OF THE**

**CITY OF COUNCIL BLUFFS, IOWA:**

That the proposed revisions of the City's current Personnel Policies: Policy 307 Acting Pay

Are hereby adopted and the Personnel Policy manual will be updated accordingly.

**Adopted and Approved**

**June 14, 2021**

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

\_\_\_\_\_  
Mayor

Attest

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

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

## Council Communication

Department: Human Resources  
Case/Project No.: Resolution No.  
Submitted by: Stacie Jensen

Resolution 21-189  
ITEM 7.H.

Council Action: 6/14/2021

### Description

Resolution approving the revision of the City's current Personnel Policies Manual, Infectious Disease Action Plan - Policy 998.

### Background/Discussion

Updating policy to remove COVID specific verbiage so we don't have to constantly update.

### Recommendation

Implement broader policy to follow CDC recommendations.

### ATTACHMENTS:

Description	Type	Upload Date
Infectious Disease Action Plan policy	Resolution	6/7/2021
Resolution-Infectious Disease Action Plan	Resolution	6/8/2021
Resolution 21-189	Resolution	6/9/2021

*City Personnel Policy*

**INFECTIOUS DISEASE ACTION PLAN**

Council approval: ~~03/23/2020 by Resolution 20-89~~

POLICY: 998

Revised on: 06/14/2021

# Pages: 5

**POLICY:**

The health and safety of employees is our highest priority as we work to provide City services.

This policy is to provide a comprehensive infectious disease action plan that maximizes protection against communicable disease for all employees.

This policy is to protect employees and citizens. To establish a consistent approach to an infectious disease which is potentially impactful to the quality and timeliness of services. To provide a way to disseminate information to employees and answer questions or concerns.

The City will strive to follow all guidelines put in place by the [Centers for Disease Control \(CDC\)](#), Iowa Department of Public Health (IDPH), and the County Department of Public Health. The City reserves the right to amend or revise this policy at any time to remain in accordance with CDC guidelines or those outlined in a Public Health Disaster Proclamation.

**APPLICABILITY:**

All employees.

**DEFINITIONS:**

The term “infectious disease” as used in this policy means illnesses cause by germs (such as bacteria, viruses and fungi) that enter the body, multiply, and can cause an infection. Some infectious diseases are contagious (or communicable), that is, spread from one person to another.

The term “essential service employees” as used in this policy means those who conduct a range of operations and services in industries that are essential to ensure the continuity of critical functions in the United States (U.S.) such as Government Operations and other community-based essential functions.

## **PROCEDURE:**

Essential service employees are required to remain working full-time on site. Some of these employees may be allowed to work from home with advance approval from their supervisors. In some instances, these employees may be required to work overtime or otherwise adjust their regular schedules to assist during this crisis. They will be compensated pursuant to collective bargaining agreements, Memorandums of Understandings, and/or City policy and state and federal law.

The City may modify work schedules as follows: (1) work from home entirely; (2) work partially from home and work partially at their worksite; (3) work staggered shifts either on a full-time or part-time basis; or (4) adjust or otherwise reduce their hours.

Any employee working from home will be required to execute a Telecommuting Agreement prior to being permitted to work from home. EMPLOYEES ARE NOT PERMITTED TO WORK OVERTIME WHILE WORKING FROM HOME UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THEIR SUPERVISOR.

**For non-exempt employees:** The telecommuting worker will clock-in and clock-out daily, as well as for meal periods, through the timekeeping system. In the event that the timekeeping system is down, the telecommuting worker will record start and end times via email to the supervisor/manager.

During this time, if you are reporting to work or working from home, you may be asked to perform tasks that are not normal for your job description or you may be asked to train someone else to handle responsibilities that normally rest solely on you. This is just temporary during this time of necessity. Please be adaptable and understanding.

The City will periodically re-evaluate this situation and workplace attendance and leave policies.

## **ILLNESS REPORTING:**

Report any illness related to an infectious disease as defined above to Human Resources at 712-890-5270 and also to your Department Head.

Refer to Appendix A attached for further instruction.

## **MEETINGS:**

All employees are permitted to meet with their co-workers for regular updates and other Department-related matters throughout this public health emergency, however they should practice good hygiene and social distancing to the extent possible.



**HIGH RISK EMPLOYEES:**

If you are someone who is at “higher risk” for becoming ill, please feel free to communicate that to the Department Head. The information you provide will be kept strictly confidential in your medical file and will be used solely for the purposes of determining your potential need for a leave of absence or for modifications to your work schedule and/or work environment during the pandemic.

The City will assess situations with high-risk employees on a case-by-case basis. In the event an employee is high risk and unable to report to work, the employee may be allowed to work from home if practicable. If a doctor recommends the employee self-quarantine due to underlying health conditions, contact Human Resources for leave options.

**NOTE:**

Please be aware in extreme circumstances the City reserves the right to require all employees to report to work unless they are currently exhibiting symptoms of an infectious disease or have been diagnosed.

Any and all appendices as it pertains to this policy will remain in accordance with CDC guidelines or those outlined in a Public Health Disaster Proclamation.

*City Personnel Policy*

**INFECTIOUS DISEASE ACTION PLAN**

Council approval: NEW DRAFT 5/21/21

POLICY: 998

Revised on: DRAFT

# Pages: 5

**POLICY:**

The health and safety of employees is our highest priority as we work to provide City services.

This policy is to provide a comprehensive infectious disease action plan that maximizes protection against communicable disease for all employees.

This policy is to protect employees and citizens. To establish a consistent approach to an infectious disease which is potentially impactful to the quality and timeliness of services. To provide a way to disseminate information to employees and answer questions or concerns.

The City will strive to follow all guidelines put in place by the [Centers for Disease Control \(CDC\)](#), Iowa Department of Public Health (IDPH), and the County Department of Public Health. The City reserves the right to amend or revise this policy at any time to remain in accordance with CDC guidelines or those outlined in a Public Health Disaster Proclamation.

## **APPLICABILITY:**

All employees.

## **DEFINITIONS:**

The term “infectious disease” as used in this policy means illnesses cause by germs (such as bacteria, viruses and fungi) that enter the body, multiply, and can cause an infection. Some infectious diseases are contagious (or communicable), that is, spread from one person to another.

The term “essential service employees” as used in this policy means those who conduct a range of operations and services in industries that are essential to ensure the continuity of critical functions in the United States (U.S.) such as Government Operations and other community-based essential functions.

## **PROCEDURE:**

Essential service employees are required to remain working full-time on site. Some of these employees may be allowed to work from home with advance approval from their supervisors. In some instances, these employees may be required to work overtime or otherwise adjust their regular schedules to assist during this crisis. They will be compensated pursuant to collective bargaining agreements, Memorandums of Understandings, and/or City policy and state and federal law.

The City may modify work schedules as follows: (1) work from home entirely; (2) work partially from home and work partially at their worksite; (3) work staggered shifts either on a full-time or part-time basis; or (4) adjust or otherwise reduce their hours.

Any employee working from home will be required to execute a Telecommuting Agreement prior to being permitted to work from home. EMPLOYEES ARE NOT PERMITTED TO WORK OVERTIME WHILE WORKING FROM HOME UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THEIR SUPERVISOR.

**For non-exempt employees:** The telecommuting worker will clock-in and clock-out daily, as well as for meal periods, through the timekeeping system. In the event that the timekeeping system is down, the telecommuting worker will record start and end times via email to the supervisor/manager.

During this time, if you are reporting to work or working from home, you may be asked to perform tasks that are not normal for your job description or you may be asked to train someone else to handle responsibilities that normally rest solely on you. This is just temporary during this time of necessity. Please be adaptable and understanding.

The City will periodically re-evaluate this situation and workplace attendance and

leave policies.

DRAFT

## **ILLNESS REPORTING:**

Report any illness related to an infectious disease as defined above to Human Resources at 712-890-5270 and also to your Department Head.

Refer to Appendix A attached for further instruction.

## **MEETINGS:**

All employees are permitted to meet with their co-workers for regular updates and other Department-related matters throughout this public health emergency, however they should practice good hygiene and social distancing to the extent possible.

## **HIGH RISK EMPLOYEES:**

If you are someone who is at “higher risk” for becoming ill, please feel free to communicate that to the Department Head. The information you provide will be kept strictly confidential in your medical file and will be used solely for the purposes of determining your potential need for a leave of absence or for modifications to your work schedule and/or work environment during the pandemic.

The City will assess situations with high-risk employees on a case-by-case basis. In the event an employee is high risk and unable to report to work, the employee may be allowed to work from home if practicable. If a doctor recommends the employee self-quarantine due to underlying health conditions, contact Human Resources for leave options.

**NOTE:**

Please be aware in extreme circumstances the City reserves the right to require all employees to report to work unless they are currently exhibiting symptoms of an infectious disease or have been diagnosed.

Any and all appendices as it pertains to this policy will remain in accordance with CDC guidelines or those outlined in a Public Health Disaster Proclamation.

DRAFT

**RESOLUTION NO. 21-189**

A Resolution approving the revision of the City's current Personnel Policies Manual: Policy 998 Infectious Disease Action Plan.

**WHEREAS**, the policy was last revised in March 2021,

**WHEREAS**, the pandemic has greatly changed course,

**WHEREAS**, a revised policy is needed with a broader direction as operational changes continue to occur in compliance with CDC guidelines and the instruction needs to be reflected in the City's Personnel Policies

**WHEREAS**, said changes are deemed to be in the best interest of the City of Council Bluffs, Iowa, management and the employees.

**NOW, THEREFORE, BE IT RESOLVED**

**BY THE CITY OF COUNCIL**

**OF THE**

**CITY OF COUNCIL BLUFFS, IOWA:**

That the proposed revisions of the City's current Personnel Policies: Policy 998 Infectious Disease Action Plan

Are hereby adopted and the Personnel Policy manual will be updated accordingly.

**Adopted and Approved**

**June 14, 2021**

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

\_\_\_\_\_  
Mayor

Attest

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

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

## Council Communication

Department: Community

Development

Case/Project No.:

Submitted by: Courtney Harter,

HED Manager

Resolution 21-190

ITEM 7.I.

Council Action: 6/14/2021

### Description

Resolution authorizing the Mayor to execute an agreement with the Pottawattamie County Development Corporation, D/B/A the 712 Initiative, for the use of American Rescue Plan Act (ARPA) funds for a multi-family project located at 530 West Broadway.

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	6/9/2021
ARPA Agreement with PCDC	Agreement	6/9/2021
Cohen Building Conceptual Drawings	Other	6/9/2021
Resolution 21-190	Resolution	6/9/2021



**Council Communication**  
**February 8, 2021 City Council Meeting**

Department: Community Development	Ordinance No.: N/A  Resolution No.: 21-	First Reading: N/A Second Reading: N/A Third Reading: N/A Public Hearing: N/A
Case/Project No.: N/A		
<b>Subject/Title</b>		
Resolution authorizing the Mayor to execute an agreement with the Pottawattamie County Development Corporation, D/B/A the 712 Initiative, for the use of American Rescue Plan Act (ARPA) funds for a multi-family project located at 530 West Broadway		
<b>Location</b>		
530 West Broadway legally described as Lots J, K, L and M, Auditor's Subdivision, of Block 6, Mynster's Addition, and Block 2, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa		
<b>Background/Discussion</b>		
<u>Background</u>  In 2018, Pottawattamie County Development Corporation (PCDC) D/B/A the 712 Initiative purchased the property located at 530 West Broadway as a new development project that would include first floor commercial space and mixed income apartments as part of its mission to revitalize Downtown Council Bluffs. The proposed project will create 19 new residential units and two commercial bays. The total project cost is \$5,569,671 and is expected to be completed December 31, 2022.  On October 26, 2020, City Council approved Resolution 20-259 which adopted the FY2021 HOME budget and awarded the 712 Initiative \$250,000 towards the project to support the three low-to-moderate income units constructed. Staff began work with the City of Omaha as required for its HOME Consortium. Unfortunately, it was determined there was a misunderstanding of the timeline of this project. If HOME funds were to be used, it would delay the construction at least two months. The developer has already bid the project based on the timeline we had previously presented and delays could be costly to the project.  <u>Discussion</u> In May, the City received its first allocation of American Rescue Plan Act (ARPA) funds to respond to acute pandemic-response needs, fill revenue shortfalls among state and local governments, and support the communities and populations hardest-hit by the COVID-19 crisis. Staff wishes to utilize American Rescue Plan Act (ARPA) funds to replace the HOME allocation. This funding swap will allow the project to begin on time and mitigate any potential costs that maybe incurred due to the HOME Consortium error.  Under the ARPA funding, assistance to persons of low- and moderate-income is an eligible expense. The City wishes to keep all terms from the HOME agreement the same under the ARPA agreement. Three units from the property shall be required to maintain affordability for a period of ten years. Of the three units, two will be available to household at or below 80% of the median family income (MFI) and one for a household at or below 60% MFI. The deferred loan amount will be \$250,000 and will not require repayment if all terms are met.  A development agreement between the 712 Initiative and the City of Council Bluffs has been prepared and is attached to this staff report for your review. The HOME agreement details the roles and responsibilities of each project participant.		
<b>Staff Recommendation</b>		
The Community Development Department recommends that City Council approve a resolution authorizing the Mayor to execute an agreement with the Pottawattamie County Development Corporation, D/B/A the 712 Initiative, for the use of American Rescue Plan Act (ARPA) funds for a multi-family project located at 530 West Broadway.		
<b>Attachments</b>		
Attachment A – ARPA Agreement Attachment B – Cohen Building Conceptuals		

Submitted by: Courtney Harter, Housing & Economic Development Manager, Community Development Department

AMERICAN RESCUE PLAN ACT AGREEMENT  
(FOR CONSTRUCTION ASSOCIATED WITH  
THE REHABILITATION OF AFFORDABLE RENTAL HOUSING)

THIS AGREEMENT is entered into by and between the City of Council Bluffs and Pottawattamie County Development Corporation D/B/A The 172 Initiative located at 1228 South Main Street, Council Bluffs, Iowa 51503 (sometimes hereinafter referred to as the "Owner") based on terms, conditions and provisions as set forth below.

RECITALS:

WHEREAS, the City of Council Bluffs (hereinafter referred to as "the City") is a municipal corporation located in Pottawattamie County, Iowa, and is organized and existing under the laws of the State of Iowa, and is authorized and empowered to exercise all powers conferred by the State constitution, and Home Rule Charter of the City of Council Bluffs, as amended, and local ordinances, including but not limited to, the power to contract; and,

WHEREAS, the City of Council Bluffs has applied for and received American Rescue Plan Act (hereinafter referred to as "ARPA") Funds under the US Department of Treasury 31 CFR Part 35, for the purpose of benefiting low-and-moderate income residents and responding to the Coronavirus Pandemic; and,

WHEREAS, the Owner has submitted an application that provides for a Repayable Loan for financing construction of the following legally described property:

Lots J, K, L and M, Auditor's Subdivision, of Block 6, Mynster's Addition, and Block 2, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, the acquisition of this property will result in the rehabilitation of an existing building to create 19 upper-story rental units generally located at 530 West Broadway (hereinafter referred to as the "Project"); and,

WHEREAS, of the 19 total units in this complex, three (3) units will be designated as assisted with ARPA Funds and will float for the Period of Affordability; and,

WHEREAS, none of these three (3) units will be designated as transitional housing units; and,

WHEREAS, the City's FY2019-FY2023 Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) Consolidated Plan identified that this Project provides or improves housing which is determined to benefit low-and-moderate income persons and therefore the Project is consistent with the Consolidated Plan and is eligible for funding; and,

WHEREAS, acquisition of property and construction is an eligible ARPA activity and this activity provides an incentive for the provision of affordable rental housing; and,

WHEREAS, the City wishes to enter into an Agreement with the Owner to assist the City in utilizing such ARPA funds; and,

WHEREAS, the Owner's Loan Fund was included in the allocation by the City of ARPA funding as it relates to the Coronavirus Pandemic, and \$250,000.00 was allocated to the Project; and,

WHEREAS, the Owner proposes to commence rehabilitation of a 19-unit apartment complex at 530 West Broadway comprised of 10 one bedroom units, 5 two bedroom units, and 4 efficiency units within two years from acquisition of Property with Project Completion finalized during the term of this Agreement; and,

WHEREAS, it is in the best interest of the City and the residents thereof that the City enter into an Agreement with the Owner to provide funding in the amount not to exceed \$250,000.00 for the Project.

NOW, THEREFORE, IN CONSIDERATION OF THESE MUTUAL COVENANTS, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS AND ABBREVIATIONS.

The following terms shall have the following meanings for all purposes in this Agreement:

- 1.01 "City" shall mean - the City of Council Bluffs, an Iowa Municipal Corporation.
- 1.02 "Director" shall mean - the Community Development Director of the City of Council Bluffs.
- 1.03 "Recipient" shall mean – the City of Council Bluffs, Iowa.
- 1.04 "Subrecipient" shall mean - a public or private non-profit agency, authority or organization receiving ARPA funds to undertake eligible activities. In this Agreement, the Subrecipient is the City of Council Bluffs, Iowa.
- 1.05 "Owner" shall mean Pottawattamie County Development Corporation D/B/A The 712 Initiative; 1228 South Main Street, Council Bluffs, Iowa 51503 (see Exhibit "A").
- 1.06 "HUD" shall mean – the U.S. Department of Housing and Urban Development.
- 1.07 "ARPA Funds" shall mean - that portion of the American Rescue Act Plan funds awarded to the City, subject to and conditioned upon actual receipt of same by the City of Council Bluffs, as may be available to loan to assist in the creation of affordable housing as a response to the Coronavirus pandemic for the use specified herein in an amount not to exceed \$250,000.00.
- 1.08 "Floating Units" shall mean – the designated ARPA-assisted units may change over time as long as the total number of ARPA-assisted units in the Project remains constant; however the units must be representative of the various models available and are comparable in size, features and number of bedrooms to the non-ARPA-assisted units and each of the designated ARPA-assisted units is occupied by a qualified low- and moderate-income household whose annual household income is at or below 80% (2 units) or 60% (1 unit) of the Median

Income by Family Size (MFI), as defined and periodically adjusted by HUD, at the time of initial occupancy. (Exhibit “B”) All ARPA-assisted units shall be occupied as the household’s principal place of residence throughout the Affordability Period.

- 1.09 "ARPA Deferred Repayable Non-Recourse Loan" or "Loan" shall mean – a Non-Recourse Loan in the amount of \$250,000.00 made subject to the terms, conditions and provisions of the loan agreement under which said Loan is made, which shall provide, inter-alia, that same shall be repayable in its entirety with zero percent interest, ten years from Project Completion. The principal loan balance shall become due and payable upon sale or transfer of ownership of the property except for an Assignment as provided in Section 8.09 of this Agreement. This Loan shall be used only for the purposes described herein. If a sale occurs sooner than 10 years, the three (3) ARPA assisted units must continue to meet ARPA guidelines. A covenant is required throughout the Affordability Period to maintain the intended use of the three (3) floating units.
- 1.09.1 The City's Loan will be subordinate to a loan from MidStates Bank in the amount of \$1,440,000 and shall be secured with no less than a second lien position. The Community Development Department Director can approve changes in the funding sources as long as any such changes are not changes to the federal funds amount.
- 1.09.2 This loan will not be sold, assigned, transferred or conveyed by the City of Council Bluffs to Fannie Mae, nor will it be included in a pool of loans to be sold, assigned, transferred or conveyed to Fannie Mae.
- 1.10 “Rehabilitation Financing” shall mean, but is not limited to - funds for land acquisition associated with the rehabilitation of the Project, billings for rehabilitation, closing costs, profit and overhead, predevelopment and public improvements costs, financing, legal, accounting, architectural or construction supervision costs, developer fees, costs for materials, labor, utility hookups and site preparation associated with the rehabilitation of the Project.
- 1.10.1 Profit and overhead of the Developer’s general contractor shall not exceed 15% of hard construction costs.
- 1.11 “Construction Completion” shall mean – the date the Project has been certified by the City as meeting all state, federal and local laws, ordinances, regulations and codes, including but not limited to, Section 8 Housing Quality Standards for Existing Homes (HQS) as established by HUD, and accessibility requirements, where applicable.
- 1.12 “Project Completion” shall mean – the date leveraged funds have been received by the Owner and allocated to the Project, Construction Completion has been

certified and approved by the City, all ARPA funds have been disbursed, and all units have been rented by low-and-moderate income households.

- 1.13 “Project Close Out” shall mean – the dates all project ARPA funds have been disbursed and the Recipient has completed HUD close out procedures (24 C.F.R. 92.507 and 2 C.F.R. 200 as amended 11-12-2020) (Exhibit "B"). The distinction between Project Close Out and Project Completion is that tenant occupancy requirements are required to be satisfied for Project Completion. As a result, Project Close Out shall typically occur prior to Project Completion.
- 1.14 “Affordability Period” (24 C.F.R. 92.252(e)) shall mean – that time period, ten years after Project Close Out in which Owner shall keep assisted units affordable. During the Affordability Period, the Owner must ensure that ARPA-assisted units continue to meet rent restrictions, occupancy requirements and property standards as described in Section 4.09 herein. For this Agreement, the Affordability Period shall commence at Project Completion and continue for 10 years. In the event the term of the Agreement would be extended, the Affordability Period would be extended for the additional time. Alternately, in the event Project Completion would be accelerated, the term of the Agreement and Affordability Period may be moved forward correspondingly.
- 1.15 "Property" or "Project" shall mean – acquisition of land and rehabilitation of 19 rental units of which three (3) total floating units (one (1) one bedroom unit, one (1) two bedroom units and one (1) efficiency units) will be ARPA assisted and occupied by eligible Low and Moderate Income Households; more specifically those units shall be constructed or scheduled for construction in the building located at 530 West Broadway, as surveyed, platted and recorded in Pottawattamie County, Iowa, together with improvements thereon. This apartment complex is to be known as The Cohen Building.
- 1.16 "Low-and-Moderate Income Household" shall mean - a household whose annual income does not exceed 80% (for 2 unit) and 60% (for 1 units) of the area Median Family Income for the Omaha NE-IA Metropolitan Statistical Area as determined by HUD (Exhibit "C").
- 1.16.1 A “Household” is composed of one or more persons.
- 1.16.2 “Rents” (24 C.F.R. 92.252) shall mean – The maximum rents (including utilities) for the Omaha, NE-IA Metropolitan Statistical Area as established by HUD as of the effective date of the lease or as issued by HUD.
- 1.17 "HOME Rents” shall mean – the rents shall be the lesser of fair market rent for existing comparable housing units in the area as established by HUD or HOME Investment Partnership Program (HOME) rents as established by HUD (“Exhibit

C”). In no event shall rents be required to be lower than the HOME rent limit in effect for Project at time of project commitment.

- 1.18 “Client” shall mean - a qualified prospective tenant making application to the Developer to occupy a unit in this project.
- 1.19 "Program Income" shall mean - the gross income received by the Subrecipient or Owner directly generated from the use of ARPA Funds. When such income is generated by an activity that is only partially assisted with ARPA Funds, the income shall be prorated to reflect the percentage of ARPA Funds used (see Exhibit "D" attached hereto and incorporated herein by this reference as though fully set forth). Any program income fund received during the term of this Agreement shall be returned to the City within thirty (30) days prior to any additional distribution of ARPA Funds.
- 1.20 “Floating Units” shall mean - the three (3) units (one (1) one bedroom unit, one (1) two bedroom units and one (1) efficiency bedroom unit) assisted with ARPA funds in which ARPA rent, occupancy and property standard requirements apply throughout the Affordability Period.

SECTION 2. RESPONSIBILITIES OF OWNER.

2.01 Overall Project Performance

2.01.1 The Owner shall use the \$250,000.00 ARPA Funds for the Rehabilitation Financing that will result in the rehabilitation of 19 total rental units, of which three (3) ARPA assisted units at 530 West Broadway will be for qualified low-and-moderate income households whose annual income is 80% or below the Median Family Income (MFI) for 2 units and 60% and below the MFI for 1 unit (Exhibit “C”).

2.01.2	Total Project <u>Units</u>	Total ARPA <u>Assisted Units</u>	Total Floating <u>Units</u>	Total ARPA Assisted <u>Low/Moderate Income Units</u>
	19	3	3	3
2.01.3	Number of ARPA Assisted <u>Low/Moderate Households</u>		Maximum Percent of Area <u>Median Income Permitted</u>	
	2		80%	
	1		60%	
2.01.4	Number Above Low/Moderate <u>Households</u>		Maximum Percent of Area <u>Median Income Permitted</u>	
	0		80	

2.01.5 Floating Unit Mix:

One Bedroom Units	1
Two Bedroom Units	1
Efficiency Units	1
<b>TOTAL</b>	<b>3</b>

2.02 Project Budget

The Owner asserts that the funding sources and amounts listed below are committed as of the date of loan closing or will be committed to the Project during the term of this Agreement.

ARPA Funds	250,000.00
Bank Loan	1,440,000.00
Iowa West Foundation	1,582,781.00
SW Iowa Foundation	200,000.00
Peter Kiewit Foundation	300,000.00
Metro Foundations or 712 equity	315,097.00
Deferred Development	636,793.00
Brownfield Tax Credits	750,000.00
Private Donations	50,000.00
Sales Tax Rebate	25,000.00
Mid-American Rebate	20,000.00
<b>TOTAL</b>	<b>\$5,569,671.00</b>

The Community Development Director can approve any changes in the funding sources as long as any changes are not changes to the federal fund amounts.

2.03 Term of the Agreement

This Agreement shall be in full force and effect and shall end 10 years from the Project Completion date. Services of the Owner will start effective the date of the proceed order issued by the City and Levels of Project Performance stated in Section 2.01 herein shall be completed as of December 31, 2022. In the event Project Close Out would be accelerated, the term of the Agreement and Affordability Period may be moved forward correspondingly.

SECTION 3. CONDITIONS FOR RECEIPT OF CITY FINANCING.

- 3.01 In no event shall the City assume any obligation to make any or all of the above-referenced funding available, nor shall the City incur any liability hereunder, unless and until the Owner has submitted for and received the prior approval of the Director of all of the documents listed below.



- 3.01.1 Property Insurance. Upon fund disbursement, the Owner shall procure and maintain, at a minimum, fire and extended coverage insurance in an amount sufficient to protect the City's interest in the property during the term of the Agreement and financing security documents (OMB Circular 2 C.F.R. 200) (Exhibit "B"). The insurance policy shall include the City of Council Bluffs as an additional insured. Written evidence of such insurance shall be submitted to the City for approval. In the event of damage of the property, any insurance proceeds are to be applied, at the discretion of the Director, to the reconstruction of the property or repayment, in full, of the funding.
- 3.01.2 Contracts. The Owner shall submit duly executed contracts for all Construction of the Project to the Director for approval prior to the start of construction.
- 3.01.3 Performance and Labor Material Payment Bond and/or an Irrevocable Letter of Credit. Owner or its subcontractors shall acquire and maintain performance bond and/or letter of credit in force for one year following the completion of the Construction Work from the Owner/General Contractor and all subcontractors in an aggregate amount of the contract bid. The Bonds and/or Letters of Credit shall be in favor of the City and shall be submitted to the Director for review and approval. The Director reserves the right to reject the Letters of Credit and Choice of Surety of the Bonds. The Director may waive this bonding requirement upon written request by the Owner.
- 3.01.4 Plan Submissions. Owner shall submit all plans, working drawings and/or specifications necessary or incidental to this Project to the Director for review and approval.
- 3.01.5 Minority/Women Owned Business Enterprise Plan. Owner shall submit to the Director for his review and approval a minority and women business participation plan which discusses economic development and employment opportunities. These plans shall ensure that the Owner and its subcontractors will make their best efforts to ensure that construction services, contracts and employment opportunities are affirmatively marketed to women and members of minority groups.
- 3.01.6 Eligible Contractors. Owner shall obtain a certificate from each contractor or subcontractor to be used on this Project to the effect that each contractor or subcontractor has not been debarred or disqualified by HUD (24 C.F.R. Part 5). The Director shall approve all contractors and subcontractors prior to being hired by the Owner.
- 3.01.7 Security for Repayable Loan. Owner shall execute for the benefit of the City a mortgage and a repayable loan non-recourse promissory note in

an amount not to exceed \$250,000.00 secured by no less than a second lien position subordinate to aggregate amounts not to exceed \$4,000,000.00 (Exhibit “E”) during the construction phase and shall remain in third position after construction completion.

3.01.8 Section 504. Owner shall ensure, to the maximum extent feasible that five percent of the total dwelling units, or two units, shall be readily accessible to and usable by individuals with mobility impairments. An additional two percent, or one unit, shall be accessible for persons with sensory impairments. The total number of units in a ARPA assisted project, regardless of whether they are all ARPA assisted, is used as the basis for determining the minimum number of accessible units. Also, in a project where not all the units are ARPA assisted, the accessible units may be either ARPA assisted or non-ARPA assisted.

3.01.9 Contractors’ Insurance and Workers’ Compensation. The Owner or its contractors and subcontractors shall submit Certificates of Insurance showing proof of insurance for review by the Director. The City understands and accepts that this insurance is in favor of the Owner.

3.01.9 Funding Compliance Deadline. In the event that all conditions of funding are not met on or before December 31, 2022, then this Agreement shall automatically become null and void and the City shall not be deemed to have assumed any obligation or liability hereunder. Upon the sole discretion of the Director, this date may be extended up to June 15, 2023.

3.02 The Owner shall implement the project consistent with section 15.28.060 of the Council Bluffs Municipal Code. The Developer’s building permit application will be reviewed by the City for consistency with said development plan. Any inconsistencies with said development plan will require the Developer to modify building plans and specifications or submit an amendment to the City modifying said development plan. The Developer shall cause the construction of the project in compliance with all applicable Council Bluffs codes and ordinances.

#### SECTION 4. PROJECT RESPONSIBILITIES OF THE OWNER.

4.01 Eligible Use of Funds. The Owner does hereby certify, contract and agree that any and all funding obtained or made available hereunder shall be used solely and exclusively for the purposes described herein.

4.02 Terms and Conditions. The Owner shall abide by all terms and conditions of this Agreement and shall be responsible for the security and maintenance of the site described in Section 1.15 herein.

- 4.03 Breach of Agreement. If through breach of this Agreement the Owner fails to maintain the occupancy, affordability and use restrictions as described herein, all ARPA funds previously provided to the Owner through fulfillment of this Agreement shall promptly be returned to the City.
- 4.04 Lien Waivers. If funds are to be used for construction, the Owner agrees to obtain the appropriate lien waivers prior to each construction payments. No funds will be disbursed if a lien has been filed against the property.
- 4.05 Ineligible Costs. The Owner shall be responsible for payment of any Project costs that exceed those specified in this Agreement.
- 4.05.1 Eligible Costs. The Owner shall not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs as described in Section 1.10 herein.
- 4.05.1.1 Luxury Items. Property amenities shall be those amenities reasonably anticipated in comparable properties. Any items determined by the City as luxury items shall not be considered an eligible cost for construction.
- 4.06 Lead-Based Paint Prohibition. Owner shall not use lead-based paint in the performance of this Agreement, including the performance of any subcontractor (42 USC 4821 et seq., 24 C.F.R. 92.355 and 24 C.F.R. Part 35). “Lead-based Paint” means any paint containing more than six one-hundredths of one (1) per centum of lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied. The Owner further agrees to abide by Federal requirements regarding lead-based paint poison prevention.
- 4.07 Ongoing Property Restrictions. During the period of the term of this Agreement and that of any grant, mortgage, covenant documents, the Owner shall:
- 4.07.1 Maintain the Property in a safe and sanitary condition at all times.
- 4.07.2 Ensure that all real estate taxes and special assessments are paid and kept current.
- 4.07.3 Maintain insurance against loss or damage to the Property in an aggregate amount sufficient to protect the City’s interest in the Property. Such property insurance policy must be properly endorsed showing the City as an additional insured. In the event of loss or damage, the Owner shall provide immediate written notification to the City of any loss. Proceeds from any claim under this policy may, at the discretion of the Director, be either applied to restore or replace the improvements

damaged or be paid to the City to satisfy the Owner's obligation to the City under the terms of this Agreement.

- 4.07.4 Ensure that, except for those described in Section 1.09.1 herein, the Property remains free and clear of superior liens.
- 4.08 Davis-Bacon Labor Standards (40 U.S.C. 76a-a-7). The City has determined that Davis-Bacon wage rates are not applicable to this Project as defined herein. See attached Exemption Checklist, Exhibit F.
- 4.09 Property Standards (24 C.F.R. 92.251). During the construction period, the Owner shall ensure that all work performed and the Construction of the Project meets all state, federal and local laws, ordinances, regulations and codes, including but not limited to, Section 8 Housing Quality Standards for Existing Homes (HQS) as established by HUD, and accessibility requirements, where applicable.
  - 4.09.1 After completion of Construction, the Property must comply with all appropriate City codes and ordinances, Federal Section 8 Housing Quality Standards and with fire safety codes (24 C.F.R. 570.02), and accessibility requirements, if applicable.
- 4.10 Affirmative Marketing Policy (24 C.F.R. 92.351). The Owner agrees to provide a copy of their Affirmative Fair Housing Marketing Plan to the City for review, which is attached hereto as Exhibit "G" and incorporated herein by this reference as though fully set forth. These affirmative marketing procedures must be employed in the advertising and marketing of this Project for the Affordability Period. In marketing, the Owner shall also conform to the nondiscrimination provisions hereinafter set forth in Section 5.06.1.2.
- 4.11 Maintenance of Property. The Owner shall maintain the Property in a safe and sanitary condition to the extent possible during the construction phase of the Project and throughout the Affordability Period.

## SECTION 5. GENERAL ADMINISTRATIVE REQUIREMENTS OF OWNER.

Owner agrees to comply with the following requirements:

- 5.01 Financial Management.
  - 5.01.1 Accounting Standards. The Owner agrees to comply with OMB Circular 2 C.F.R. 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. (Exhibit "B", attached hereto and incorporated herein as though fully set forth).

- 5.01.2 Cost Principals. The Owner shall comply with the requirements and the standards of OMB Circular 2 C.F.R. 200 (Exhibit “B”).
- 5.01.3 Audits. The Owner shall comply with all provisions and regulations of the Program and follow the IRS 8609 Audit requirements as utilized by the Iowa Finance Authority. A copy of the audit and all supporting documentation shall be provided to the Director.
- 5.01.3.1 Any deficiencies noted in audit reports must be fully cleared by the Owner within 30 days after receipt of audit by the Owner. Failure of the Owner to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments and may constitute a default subject to default remedies referenced herein in Section 9.
- 5.02 Documentation and Record-Keeping (24 C.F.R. 92.508). All Owner records with respect to any matters covered in this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any contract entered into by the Owner with any contractor or subcontractors shall include this Section to ensure said access.
- 5.03 Reports. The Owner shall submit to the City the following reports in accordance with 24 C.F.R. 92.505 with the submission timelines as specified.
- 5.03.1 Construction Progress Reports. The Owner shall provide reports to the Director (AIA G702 Form) describing the progress of construction, and any significant problems and/or delays in construction on this project. Reports will be submitted at the time of each pay request, or by the 15<sup>th</sup> day of each month if no pay request is made before the 15<sup>th</sup> day of the month (or upon written request from the Director, but no more frequently than monthly). The progress reports are required until such time as all Construction of the Project is completed and the City issues the final payment of construction to the Owner.
- 5.03.2 Occupancy Report. The Owner shall provide to the Director an initial tenant survey, utility allowance, asset income computation forms at the time of initial lease execution for each tenant, and annual reports on lease anniversary date and thereafter for the Affordability Period, identifying the occupants/occupancy of the property, annual household income of occupants, and respective rents and utilities charged for the five (5) floating units in the property. Annual reports shall be due at lease renewal and shall be submitted to the City by January 31 and shall include all information up to and including the end of the previous calendar year. Attached as Exhibit “J”, and incorporated herein by this

reference as though fully set forth, is a copy of requisite forms. The forms shall contain the following information:

- 5.03.2.1 name(s) of tenant(s)
- 5.03.2.2 address of unit
- 5.03.2.3 household income as a percent of Median Family Income (MFI) as determined by HUD, income verification forms used in determining MFI including the City's Asset Form (Exhibit "C")
- 5.03.2.4 household size
- 5.03.2.5 gender of head of household member
- 5.03.2.6 name and age of each household member
- 5.03.2.7 race/ethnicity of head of household
- 5.03.2.8 disability status of any household member
- 5.03.2.9 copy of annual lease
- 5.03.3.0 evidence of affirmative marketing efforts
- 5.03.3.1 copy of definition of income affidavit signed by tenant

5.04 Financial Status Reports. The Owner shall submit financial status reports (2 C.F.R. 200) along with pay requests. In the event pay requests are not submitted for ninety (90) days, financial status reports shall be due, at a minimum, 15 calendar days from the end of the calendar year quarter. Attached as Exhibit "K", and incorporated herein by this reference as though fully set forth, is a sample financial status report. The Owner will be required to provide documentation as to show the distribution of funds and the leveraging of the ARPA dollars.

5.05 Record Retention. The Owner, its contractors and subcontractors shall maintain such records and accounts, including property, tenant reporting, personnel and financial records, as are deemed necessary by the City to assure a proper accounting for all expenses. The Comptroller General of the United States, or any of their duly authorized representatives, or any duly authorized representatives of the City, as approved by the Director, shall have access to any books, documents, papers, records and accounts of the Owner, Contractor, or subcontractors which are directly pertinent to this Project for the purpose of making audit, examination, excerpts and transcriptions. Such records and accounts shall be retained for five (5) years after expiration of the Affordability Period, (2 C.F.R. 200) (Exhibit "B"). In the event the Term of the Agreement would be extended, the time frame for record keeping would be extended correspondingly.

5.06 Personnel and Participant Conditions.

5.06.1 Contract Compliance Clause.

5.06.1.1 Equal Employment Opportunity - The Owner and its contractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, familial or handicap status. As used

herein, the word “treated” shall mean and include, without limitation, the following: recruited, whether by advertising or by other means; compensated; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Owner and its contractor agree to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

- 5.06.1.2 The Owner and its contractors or subcontractors shall, in all solicitations or advertisements for employees placed by or on behalf of the Owner, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, national origin, familial or handicap status.
- 5.06.1.3 The Owner and its contractors or subcontractors shall send to each representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers’ representative of the Owner’s commitments under the equal employment opportunity clause of the city and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.06.1.4 The Owner and its contractors or subcontractors shall furnish to the Director all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, and shall permit reasonable access to his records. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided herein.
- 5.06.1.5 The Owner and its contractors or subcontractors shall take such actions with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraphs 5.06.1.1 through 5.06.1.7 herein, including penalties and sanctions for noncompliance; however, in the event the contractor becomes involved in or is threatened with litigation as the result of such directions by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the provisions of this division, and, in the case of contracts receiving federal assistance, the contractor or the City may request the United

States to enter into such litigation to protect the interests of the United States.

- 5.06.1.6 The Owner and its contractors shall file and shall cause his subcontractors, if any, to file compliance reports with the Owner's contractor in the same form and to the extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the Director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Owner, contractor and his subcontractors.
- 5.06.1.7 The Owner and its contractors or subcontractors shall include the provisions of paragraphs 5.06.1.1 through 5.06.1.7 of this section, "Equal Employment Opportunity Clause," and Section 10-193 in every contract, subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- 5.06.2 Workers' Compensation. The Owner shall provide Workers' Compensation Insurance coverage for all employees involved in the performance in this Agreement.
- 5.06.3 Employment Insurance and Bonding. If applicable, the Owner shall purchase a blanket fidelity bond covering all employees, at a minimum, in an amount equal to cash advances from the City. The Owner shall also comply with bonding and insurance requirements of 2 C.F.R. 200, Bonding and Insurance and attached as Exhibit B. CBIA has no employees.
- 5.06.4 Section 3 – Employment of Low-Income Persons (Section 3 of HUD Act of 68, as amended, 1 U.S.C. 1701u). The Owner shall make its best efforts to comply with Section 3. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 5.06.5 Conflict of Interest. The Owner agrees to abide by the provisions of 24 C.F.R. 92.356 with respect to conflicts of interest, and covenants that it presently has financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Owner further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by



the Owner hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the City or any designated public agencies or subrecipients which are receiving funds under the entitlement program.

## SECTION 6. OWNER'S COMPLIANCE WITH OTHER FEDERAL REGULATIONS.

6.01. Environmental Review. The Owner agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

6.01.1 Clean Air Act, 42, U.S.C., 1857, et seq.

6.01.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring entry, reports and information as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.

6.01.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

6.01.4 Flood Disaster Protection Act of 1973 (24 U.S.C. 4106 and P.L. 2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of the Agreement as it may apply to provisions of this Agreement.

6.01.5 Lead-Based Paint Prohibition - Owner shall not use lead-based paint in the performance of this Agreement, including the performance of any subcontractor (42 USC 4821 et seq., 24 C.F.R. 92.355 and 24 C.F.R. Part 35). "Lead-based Paint" means any paint containing more than six one-hundredths of one (1) per centum of lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied. The Owner further agrees to abide by Federal requirements regarding lead-based paint poison prevention.

6.02 Uniform Relocation Act. The Owner shall comply with the applicable regulations of the Uniform Relocation Act of 1970, as amended (URA) (42 U.S.C. 4601-4655), or Section 104 (d) of the Housing and Community Development Act of 1974, as amended (Section 104 (d)), which require relocation assistance be provided to resident owners, tenants, businesses and other occupants that are displaced as a result of a federally-assisted project. In the event that the Owner or its agent displaces any tenant-occupant of the property, it shall immediately notify the City in writing of the circumstances surrounding said displacement and comply with 24 C.F.R. 92.353.

- 6.03 Fair Housing. Subrecipient shall provide fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.S.C. 3601-20) by making all persons, without regard to race, color, religion, sex, national origin, familial or handicap status, aware of the range of housing opportunities available to them and provide fair housing enforcement, education and outreach activities designed to further the housing objective of avoiding undue concentrations of assisted persons in areas containing a high proportion of low and moderate income persons.

## SECTION 7. RESPONSIBILITIES OF THE CITY.

- 7.01 Performance Monitoring. The City will monitor the performance standards of the Owner as stated herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Owner within a reasonable period of time after being notified by the City, contract suspension or termination procedures may be initiated.
- 7.02 Payments. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$250,000 in ARPA funds. The payment of these funds is subject to and conditioned upon actual receipt by the City of the same. Should adequate funding not be available to the City, the City shall notify the Owner as soon as reasonably possible and the Agreement will be terminated.
- 7.02.1 Funds Allocated to the Owner. Funds allocated to the Owner shall be in the form of a Repayable Loan for the purposes set forth in this Agreement. Payments will be contingent on Duties and Conditions specified herein. Drawdowns for the payment of eligible expenses shall not be made until the funds are needed based upon the value of the construction, administration, or professional services work completed at the time the payment request is made.
- 7.02.2 Obligation for Payment. In no event shall the City become obligated to make any payments for any work performed, materials furnished, expense incurred, or any other expenditure of any kind whatsoever, unless same is expressly included in this Agreement, nor shall the City incur any liability hereunder, unless and until the Owner has timely and fully complied with its duties and obligations hereunder. No payments shall be made for any work, labor, material or expenses incurred the Director deems to be:
- 7.02.2.1 Not in conformance with applicable state, federal and/or local laws, including but not limited to, the building, plumbing and/or electrical codes; or,

- 7.02.2.2 Not in conformance with all plans, working drawings and/or specifications as approved; or,
  - 7.02.2.3 Unacceptable or substandard; or,
  - 7.02.2.4 Not in accordance with this Agreement or related contracts as approved for this Project.
- 7.03 Progress Payments. If applicable, progress payments and final payment, as may be authorized by the Director or his designated representative, are subject to:
  - 7.03.1 Receipt, verification and approval of an AIA Document G702 “Application and Certificate for Payment,” such document being prepared by the Owner’s architect or authorized person and approved by the Owner and the City’s Community Development Director before being approved for payment.
  - 7.03.2 Receipt of requisite financial status reports.
  - 7.03.3 A 10% retainage of City ARPA funds will be withheld by the City until all punch list items have been corrected to the satisfaction of the Owner and the City rehabilitation specialist assigned to this project.
- 7.04 Inspections. The City may perform periodic inspections at any reasonable time to ensure compliance with this Agreement. The City shall perform final inspection to certify Project completion prior to final disbursement of ARPA proceeds. In addition, the City shall perform on site inspections of Property every year from Project Completion to ensure compliance with property standards.
- 7.05 Technical Assistance. The Director shall assist the Owner in the same manner the Director provides technical assistance to other owners/developers during the construction phase to ensure compliance with such housing quality standards and property standards as defined herein in Section 4.09.

## SECTION 8. MUTUAL AGREEMENTS BETWEEN CITY AND OWNER.

- 8.01 Release of Information Laws. The Owner specifically hereby states, agrees and certifies that it is familiar with the limited purpose set forth in the Federal Laws, Rules and Regulations, and in the laws of the State of Iowa, for which personal information requested may be used and that the information received will be used solely for those limited purposes and not to harass, degrade or humiliate any person. The information released shall be used for the limited purposes stated, and the Owner further agrees to indemnify and hold harmless the City of Council Bluffs for any liability arising out the improper use by the Owner of information provided.

- 8.02 Applicable Laws. Parties to this Agreement shall conform with all existing and applicable City ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Iowa law will govern the term and the performance under this Agreement.
- 8.03 Interest of the City. No elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in any City agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City shall render the Agreement voidable by the Mayor or Council.
- 8.04 Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Owner shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Owner is an Independent Contractor.
- 8.05. Project Roles. The Owner shall ensure that the Project meets the objectives stated herein. The City has selected the Owner to assist in the Project since it is consistent with the Consolidated Plan. With respect to this Project, the City is not acting as the Owner's architect or engineer. The City makes no warranties, express or implied, as to the Construction Work. The City owes no duty to the Owner or any other persons that shall arise because of any inspection of the premises by the City's agents or employees.
- 8.06 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 8.07 Merger. This Agreement shall not be merged into any other oral or written agreement, lease or deed of any type.
- 8.08 Modification. This Agreement and any related documents securing the financing contain the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.
- 8.09 Assignment. The Owner may not assign its rights or obligations under this Agreement without the express prior written consent of the Subrecipient; except that the Community Development Department Director may, without City Council approval, approve, in writing, the assignment to a general partner, as long as Pottawattamie County Development Corporation is the Owner.

- 8.10 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made upon written direction from authorized representatives of the parties.
- 8.11 Termination. This Agreement may be suspended or terminated in accordance with 24 C.F.R. 85.43, Enforcement or 24 C.F.R. 85.44, Termination for Convenience (Exhibit "L", attached hereto and incorporated herein by this reference as though fully set forth). Upon termination of this Agreement, all funds and interest in any account hereunder shall become the property of the City and shall be returned to the City.
- 8.12 Reversion of Assets. Upon the expiration of this Agreement, the Owner shall transfer to the City of Council Bluffs any ARPA funds on hand at the time of expiration and any accounts receivable attributable to the use ARPA funds.
- 8.13 Indemnification. The Owner shall indemnify and hold the City harmless from and against: (1) any and all claims arising from contracts between the Owner and third parties made to effectuate the purposes of this Agreement; and, (2) any and all claims, liabilities or damages arising from the preparation or presentation of any of the work covered by this Agreement.
- 8.14 Unenforceable Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be in effect to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
- 8.15 Disclosure of Lobbying. The Owner shall certify and disclose, to the best of its knowledge and belief, that:
- 8.15.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Owner, to any person for influencing or attempting to influence 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.
- 8.15.2 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 of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Owner shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

8.15.3 The language of this certification shall 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.

8.16 Notices. The City and the Owner hereby expressly agree that for purposes of notice, including legal service or process, during the term of this Agreement, and for the period of any applicable statute of limitations thereafter, the following named individuals shall be authorized representatives of the parties:

- 1) City:  
City of Council Bluffs  
Director, Community Development Department  
209 Pearl Street  
Council Bluffs, IA 51503
- 2) Owner:  
Pottawattamie County Development Corporation  
D/B/A The 712 Initiative  
Attn: Sheryl Garst, Director  
1228 South Main Street  
Council Bluffs, Iowa 51503

In the event the authorized representative changes during the term of this Agreement, prior written notice will be given to the respective party at the address noted above.

8.17 Applicability. This Agreement shall be binding upon the parties hereto and shall run with the Property.

## SECTION 9. DEFAULT PROVISIONS.

9.01 Remedies. If, through any cause, the Owner shall fail to fulfill in a timely and proper manner any obligations under this Agreement, or violate any of the covenants, representations or agreements hereof, the City may upon written notice terminate this Agreement or such parts thereof as to this Agreement, and may initiate foreclosure proceedings for any damages caused to the City by reasons of such default and termination.

9.02 Non-Recourse Repayable Loan. The Repayable Loan is a non-recourse loan; therefore, in the event of a default, the City shall rely solely upon the Property which is secured by the mortgage which is the security for the non-recourse promissory note and will not initiate or participate in any claim or proceedings against the maker of the non-recourse promissory note or its partners (or the partners, officers, directors, or shareholders of any partner) for payment of any sum due under the non-recourse promissory note or any other sum due under the mortgage.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below:

CITY OF COUNCIL BLUFFS:

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

By: POTTAWATTAMIE COUNTY DEVELOPMENT CORPORATION  
D/B/A THE 712 INITIATIVE

By: \_\_\_\_\_  
Sheryl Garst, CEO DATE

## SCHEDULE OF EXHIBITS

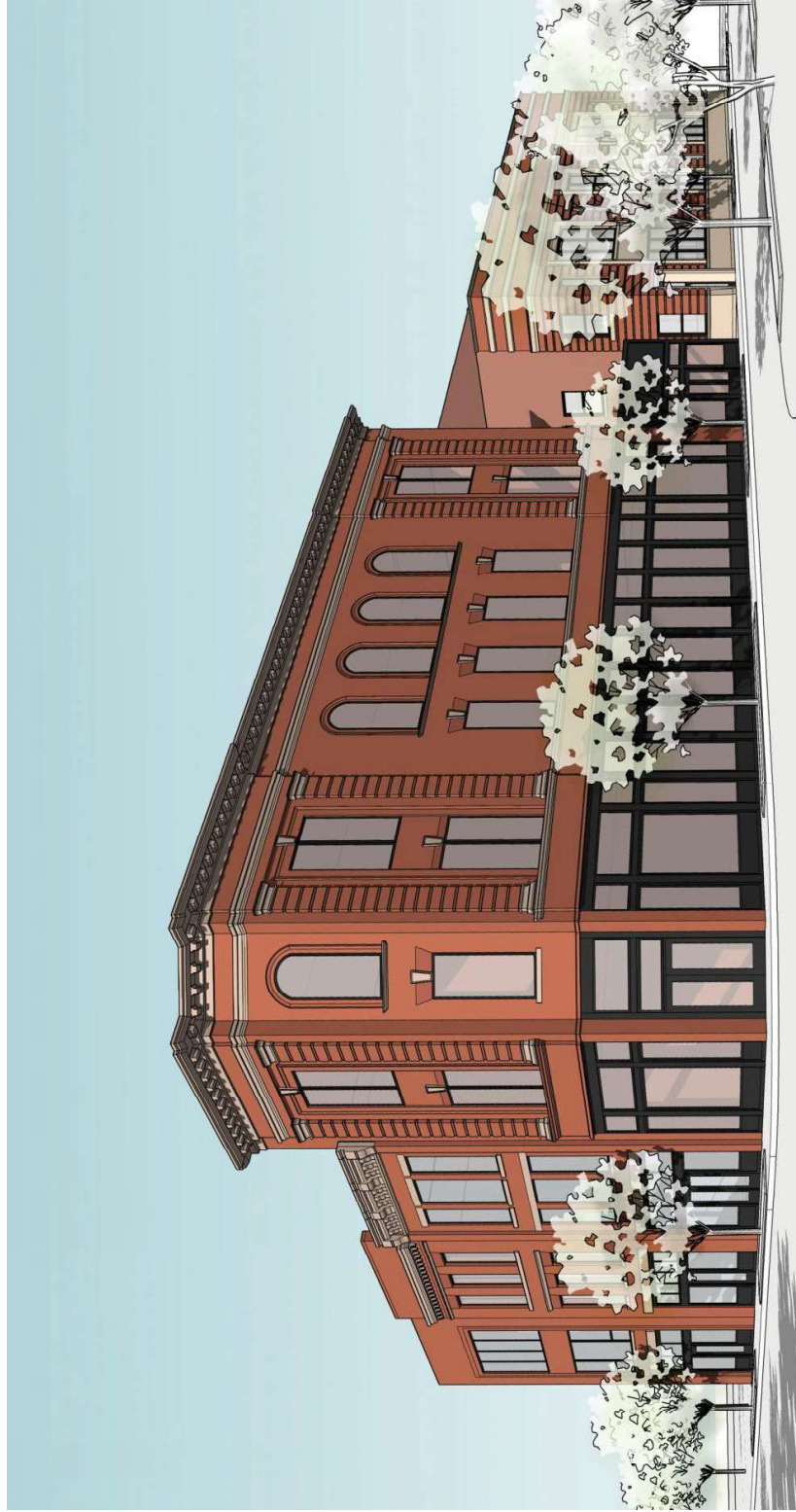
<u>Exhibit</u>	<u>Agreement Location</u>	<u>Description</u>
A	1.02	Pottawattamie County Development Corporation, DBA, The 712 Initiative. Articles of Incorporation, Bylaws, Corporate Resolution, Board Members
B	1.13, 3.02.1, 5.01.1, 5.01.2, 5.04, and 5.05	OMB Circular A-110
C	1.15, 1.15.1 and 2.01.1	Median Family Income Chart, HOME Program Rents, and Utility Allowances
D	1.18	Definition – Program Income
E	3.01.7	Repayable Loan Non-Recourse Promissory Note and Mortgage
F	4.08	Davis-Bacon Exemption Checklist
G	4.11	Affirmative Marketing Policy
H	5.01.2	OMB Circular A-122
I	5.01.3	IRS 8609 Audit requirements (per the Iowa Finance Authority)
J	5.03.2	Occupancy Report (Tenant Survey, Utility Allowance and Asset Forms)
K	5.06.3	Financial Status Reports
L	8.11	Termination – 24 C.F.R. 85.43 – 85.44

### ATTACHMENTS:

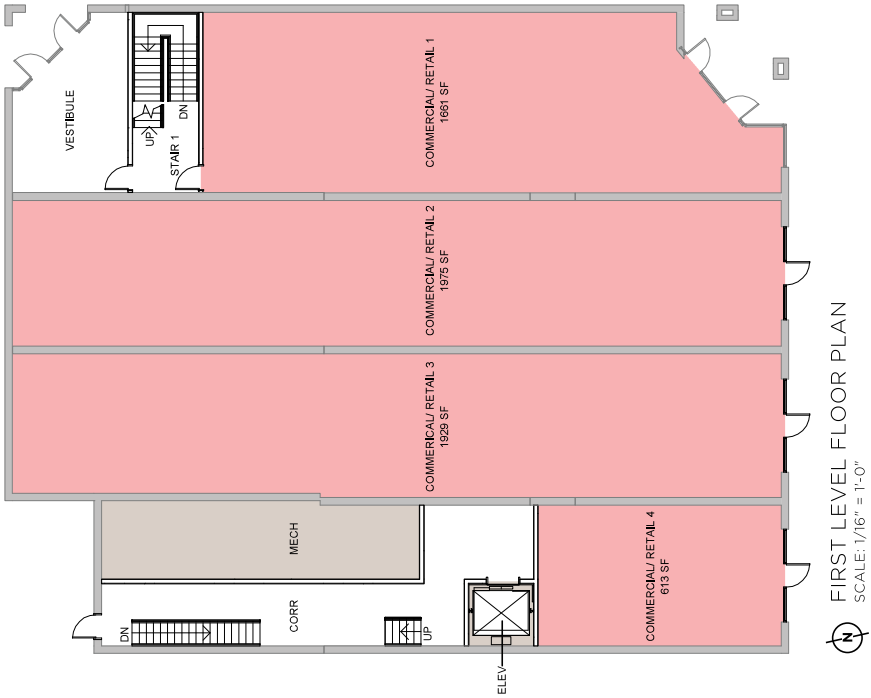
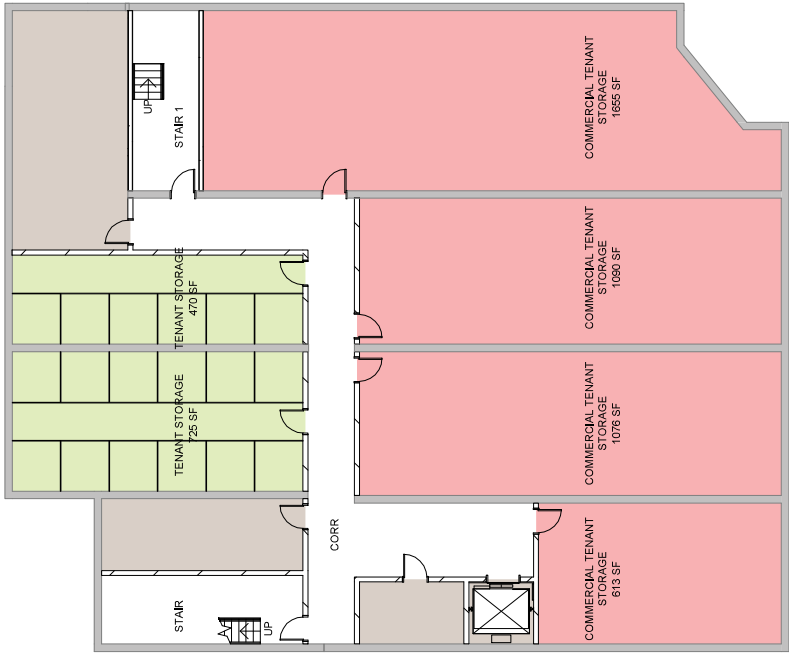
- 1 City of Council Bluffs Definition of Income
- 2 Equal Opportunity
- 3 Section 3 Clause
- 4 Minority and Women Business Plan
- 5 Subsidy Layering Policy
- 6 Project Cost Certification
- 7 Agreement for Covenants & Restrictions (Rental Property)
- 8 The Cohn Building Tenant Selection Policy



**530 WEST BROADWAY**  
EXTERIOR SKETCH



# 530 WEST BROADWAY FLOOR PLANS

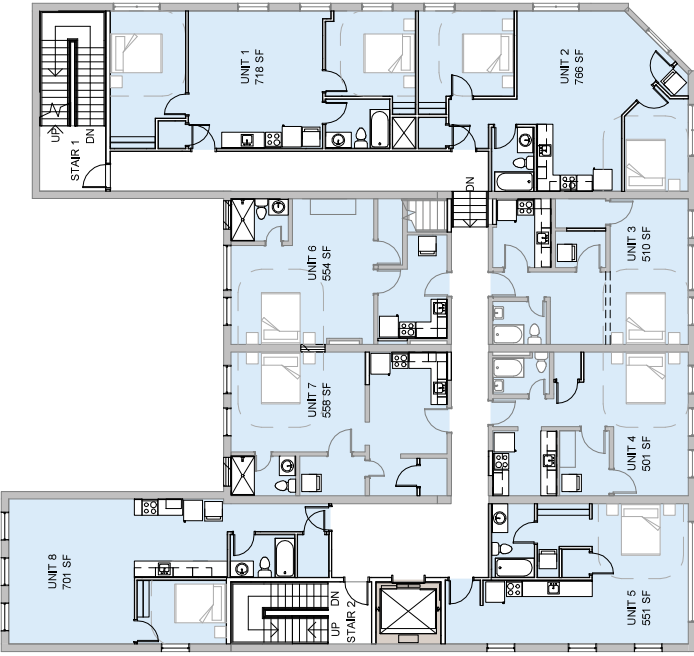


Alternative 1

## 338

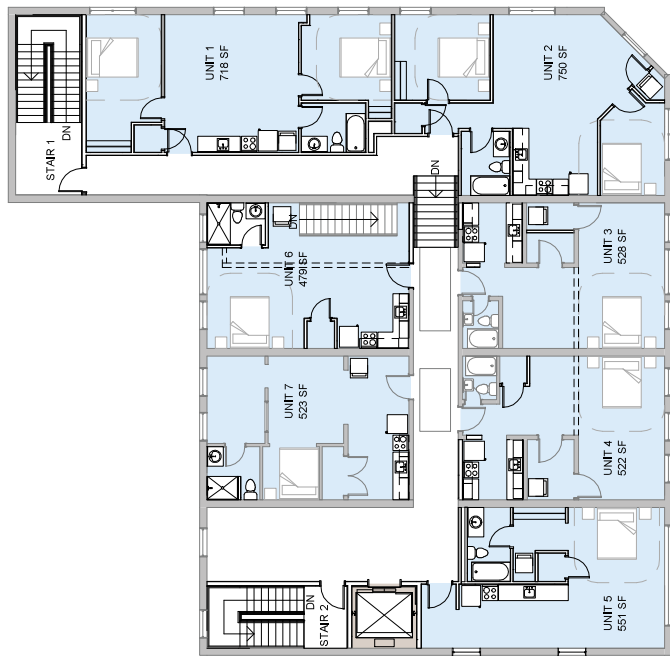


# 530 WEST BROADWAY FLOOR PLANS



SECOND LEVEL FLOOR PLAN  
SCALE: 1/16" = 1'-0"

- CORE/BUILDING SERVICES
- AMENITY/COMMUNITY SPACES
- LIVING UNITS
- COMMERCIAL/RETAIL



THIRD LEVEL FLOOR PLAN  
SCALE: 1/16" = 1'-0"

**RESOLUTION NO. 21-190**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE POTTAWATTAMIE COUNTY DEVELOPMENT CORPORATION, D/B/A THE 712 INITIATIVE, FOR THE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR A MULTI-FAMILY PROJECT LOCATED AT 530 WEST BROADWAY.**

- WHEREAS,** in May, the City received notice from the US Department of Treasury it would receive \$24.8 million in American Rescue Plan Act (ARPA) to respond to acute pandemic-response needs, fill revenue shortfalls among state and local governments, and support the communities and populations hardest-hit by the COVID-19 crisis; and
- WHEREAS,** the creation of new affordable housing opportunities is an eligible use of the ARPA funding; and
- WHEREAS,** the property is legally described as Lots J, K, L and M, Auditor's Subdivision, of Block 6, Mynster's Addition, and Block 2, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa; and
- WHEREAS,** the project will involve the construction of 19 apartment units and two commercial bays; and
- WHEREAS,** two of the apartment units shall be targeted to individuals and families at or below 80% of the median family income and one unit targeted to individuals and families at or below 60% of the median family income; and
- WHEREAS,** the three units funded through the ARPA program shall remain affordable for a period of 10 years; and
- WHEREAS,** it is the opinion of the City Council that it would be in the best interest of the City to approve the ARPA agreement between the City and the 712 Initiative.

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

That the City Council hereby authorizes the Mayor to execute an agreement with the Pottawattamie County Development Corporation, D/B/A the 712 Initiative, for the use of American Rescue Act Program funds for a multi-family project located at 530 West Broadway.

APPROVED  
AND  
ADOPTED:

June 14, 2021

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

ATTEST:

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

**SPECIAL EVENT PERMIT APPLICATION**  
(Must be turned in at least 2 weeks prior to event)

A Special Event Permit is required from the City of Council Bluffs for any special activity that requires exclusive use of city streets and sidewalks, requires special assistance of a city department, or is likely to have a large impact on traffic.

Please Note: If you are having a small event in a City park (small wedding, family picnic, etc.) you may need to fill out the Parks & Rec. Special Event Form.

Please check any boxes that apply:

**I. General Information.**

- Organization/Person Requesting: Sheryl Morris, Night Visions Fireworks
- Name of Event: Triple Crown Slump Buster: Burning of Bats - Fireworks
- Contact Name: Sheryl Morris
- Mailing Address for Contact: 57261 225<sup>th</sup> St  
Blunwood IA 51530
- Contact Phone Number: 402 355 4145
- Email: NVpyrogirl@gmail.com
- Address of Event: 2900 Richard Downing Dr CB IA
- Estimate of Number of Participants:
  - ☐ 1-50 ☐ 251-500
  - ☐ 51-100 ☒ 501-1,000
  - ☐ 100-250 ☒ > 1,000
- Attach map of event location, set-up, and/or route

**II. Type of Event:**

- |  |  |
|--|--|
| <input type="checkbox"/> Circus*               | <input type="checkbox"/> Walk, Run, Bicycle Event            |
| <input type="checkbox"/> Carnival*             | <input type="checkbox"/> Concert                             |
| <input checked="" type="checkbox"/> Fireworks* | <input type="checkbox"/> Neighborhood/Block or Private Party |
| <input type="checkbox"/> Parade*               | <input type="checkbox"/> Other: _____                        |

**\*The above events require City Council approval, which could take 2-4 weeks to obtain.**

**III. Date of Event** 6-17-21

- Date Set Up June 17, 2021
- Date Held June 17, 2021

Date Taken Down June 17, 2021  
Times Held June 17, 2021

**IV. Brief description of event:** Baseball Tournament

Burning of the Bats / Slump Buster Event

V. Additional permits required when event includes

☐ Sale of Alcoholic Beverages

- Requires temporary liquor license from the Iowa Alcoholic Beverage Division. Apply on-line at [www.iowaabd.com](http://www.iowaabd.com). ABD can be reached at 1-866-469-2223.
- The application for a temporary liquor license must be reported to the City Clerk's office and approved by multiple City Departments before final approval of the City Council. (this process could take 2-4 weeks)

☐ Sale of Food Products

- Requires permit from Iowa Department of Inspections & Appeals (515-281-6538).

☒ Fireworks

- Requires permit from City Fire Department (712-328-4646).

☒ Noise

- If event includes music, a live band, or noise of any kind a request for a noise variance must be made. See form attached.

VI. Traffic Control

- ☒ Request Police Assistance for - This should have already been done with Event Organizer however they have not been able to connect w/ Police Dept - So we will add to ours. (Triple Crown Sport will pay for this)

Cost for City worker's overtime may be required. Administrative fees for police services and cruisers are provided at additional costs.

☐ Street closures (Must include a Map)

If using the 712 Initiative Block Party Trailer, please complete section VIII.

- Street closures must be in compliance with the Manual for Uniform Traffic Control Devices. Traffic control barricades and signage must be furnished and placed by qualified companies or by the city. The city charges fees for this service.
- Street closures require abutting property owners' concurrence. Petition/permission form attached. Requires signature of any property affected by the closure.
- Event Organizers are responsible for notifying businesses that affected by street closure. Notice to businesses must be given at least 4 weeks in advance of the event.

VII. Please check any of the following boxes that apply to this event.

- ☐ animals
- ☒ open fires (other than barbeques)
- ☐ portables (porta-potties) – recommendations based on duration/people attending
- ☐ using a park, sidewalk or street surrounding a park
- ☐ using any portion of a public trail
- ☐ using any public area
- ☐ there will alcoholic beverages be sold
- ☐ there will alcoholic beverages be served
- ☐ there will there be a fee/charge to take part in this event

If you checked any of the boxes above, please give a brief description below:

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VIII. Street Closure while utilizing the 712 Initiative Block Party Trailer:

The following items must be completed and submitted with this application to the City Clerk's Office, 209 Pearl Street, Suite 102, Council Bluffs..

- ☐ Diagram of Street Closure attached
- ☐ Completed Street Closure Permission form, with signatures from all properties affected by the closure.

The 712 Initiative will provide the City Clerk's Office with your reservation information once they have approved the use of the trailer.

If not using the 712 Initiative Block Party Trailer, you must obtain insurance, as outlined below.

**Insurance Requirements:** For all events, an *Insurance Certificate* is required in the amount of \$1,000,000.00, for Liability coverage, listing the City of Council Bluffs as an Additional Insured and as a Certificate Holder.

**PLEASE NOTE:** The request form must be returned to the City Clerk's Office, 209 Pearl Street, at least 2 weeks prior to the event or the event will be denied. If you have any questions please contact us at 712-890-5261





## Council Bluffs Fire Department

200 South 4<sup>th</sup> Street  
Council Bluffs, IA 51503  
Tel: 712-328-4646  
Fax: 712-328-4916

<http://www.councilbluffs-ia.gov/Index.aspx?nid=212>

### Permit for Pyrotechnic Display

Date and Time of Display: June 24 2021

Rain Date: June 25 2021

#### SITE INFORMATION

Name COUNCIL BLUFFS RECREATION COMPLEX

Property Owner's Name CITY OF COUNCIL BLUFFS / POTTAWATTAMIE COUNTY

Address 2900 RICHARD DOWNING AVE

City, State, Zip COUNCIL BLUFFS IOWA

Telephone Number 712 328-4650

Telephone Number \_\_\_\_\_

Fallout Perimeter Designated by NIGHT VISIONS FIREWORKS

Maintained by NIGHT VISIONS FIREWORKS

#### PYROTECHNIC COMPANY

Name NIGHT VISIONS FIREWORKS

Address 57261 225TH STREET, GLENWOOD IOWA 51534

Contact Person SHERYL MORRIS / TODD MORRIS

Telephone# 402-305-6145 / 402-699-4737

Number of Personnel to be onsite 2-3

Lead Pyrotechnic Operator TODD MORRIS

Support Personnel SHERYL MORRIS

Support Personnel BRANDON MORRIS

Support Personnel GARY MORRIS

Support Personnel \_\_\_\_\_

**The undersigned do hereby agree to comply with all Local, State, and Federal Laws.**

Name of Applicant (type or print)

SHERYL MORRIS

Signature of Applicant

Name of Property Owner (type or print)

Signature of Property Owner

Date of Application \_\_\_\_\_

**SPECIAL EVENT PERMIT APPLICATION**  
(Must be turned in at least 2 weeks prior to event)

A Special Event Permit is required from the City of Council Bluffs for any special activity that requires exclusive use of city streets and sidewalks, requires special assistance of a city department, or is likely to have a large impact on traffic.

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- Organization/Person Requesting: Sheryl Morris, Night Visions Fireworks
- Name of Event: Triple Crown Slump Buster: Burning of Bats - Fireworks
- Contact Name: Sheryl Morris
- Mailing Address for Contact: 57261 225<sup>th</sup> St  
Clunwood IA 51530
- Contact Phone Number: 402 308 6145
- Email: NVpyrogirl@gmail.com
- Address of Event: 2900 Richard Downing Dr CB IA
- Estimate of Number of Participants: \_\_\_\_\_
  - ☐ 1-50                      ☐ 251-500
  - ☐ 51-100                  ☒ 501-1,000
  - ☐ 100-250                ☒ > 1,000
- Attach map of event location, set-up, and/or route

**II. Type of Event:**

- |  |  |
|--|--|
| <input type="checkbox"/> Circus*               | <input type="checkbox"/> Walk, Run, Bicycle Event            |
| <input type="checkbox"/> Carnival*             | <input type="checkbox"/> Concert                             |
| <input checked="" type="checkbox"/> Fireworks* | <input type="checkbox"/> Neighborhood/Block or Private Party |
| <input type="checkbox"/> Parade*               | <input type="checkbox"/> Other: _____                        |

**\*The above events require City Council approval, which could take 2-4 weeks to obtain.**

**III. Date of Event** 6-24-21

- |                                   |                                      |
|-----------------------------------|--------------------------------------|
| - Date Set Up <u>June 24 2021</u> | Date Taken Down <u>June 24, 2021</u> |
| - Date Held <u>June 24 2021</u>   | Times Held <u>June 24-2021</u>       |

- IV. Brief description of event:** Baseball Tournament  
Burning of the Bats / Slump Buster Sumf  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Additional permits required when event includes

☐ Sale of Alcoholic Beverages

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- ☐ portables (porta-potties) – recommendations based on duration/people attending
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- ☐ using any portion of a public trail
- ☐ using any public area
- ☐ there will alcoholic beverages be sold
- ☐ there will alcoholic beverages be served
- ☐ there will there be a fee/charge to take part in this event

If you checked any of the boxes above, please give a brief description below:

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- ☐ Completed Street Closure Permission form, with signatures from all properties affected by the closure.

The 712 Initiative will provide the City Clerk's Office with your reservation information once they have approved the use of the trailer.

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**Insurance Requirements:** For all events, an *Insurance Certificate* is required in the amount of \$1,000,000.00, for Liability coverage, listing the City of Council Bluffs as an Additional Insured and as a Certificate Holder.

**PLEASE NOTE:** The request form must be returned to the City Clerk's Office, 209 Pearl Street, at least 2 weeks prior to the event or the event will be denied. If you have any questions please contact us at 712-890-5261



## Council Bluffs Fire Department

200 South 4<sup>th</sup> Street  
Council Bluffs, IA 51503  
Tel: 712-328-4646  
Fax: 712-328-4916

<http://www.councilbluffs-ia.gov/index.aspx?nid=212>

### Permit for Pyrotechnic Display

Date and Time of Display: June 17 2021

Rain Date: June 18 2021

#### SITE INFORMATION

Name COUNCIL BLUFFS RECREATION COMPLEX

Property Owner's Name CITY OF COUNCIL BLUFFS / POTTAWATTAMIE COUNTY

Address 2900 RICHARD DOWNING AVE

City, State, Zip COUNCIL BLUFFS IOWA

Telephone Number 712 328-4650

Telephone Number \_\_\_\_\_

Fallout Perimeter Designated by NIGHT VISIONS FIREWORKS

Maintained by NIGHT VISIONS FIREWORKS

#### PYROTECHNIC COMPANY

Name NIGHT VISIONS FIREWORKS

Address 57261 225TH STREET, GLENWOOD IOWA 51534

Contact Person SHERYL MORRIS / TODD MORRIS

Telephone# 402-305-6145 / 402-699-4737

Number of Personnel to be onsite 2-3

Lead Pyrotechnic Operator TODD MORRIS

Support Personnel SHERYL MORRIS

Support Personnel BRANDON MORRIS

Support Personnel GARY MORRIS

Support Personnel \_\_\_\_\_

**The undersigned do hereby agree to comply with all Local, State, and Federal Laws.**

Name of Applicant (type or print)


SHERYL MORRIS

Signature of Applicant

Name of Property Owner (type or print)

Signature of Property Owner

Date of Application \_\_\_\_\_

<b>Certificate of Insurance</b> <div style="display: flex; justify-content: space-between;"> <span>26717</span> <span>Issue Date: 6/7/2021</span> </div>						
<b>PRODUCER</b> Professional Program Insurance Brokerage 371 Bel Marin Keys Blvd., Suite #220 Novato, California 94949				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURED</b> Night Visions Fireworks, LLC 57261 225th Street Glenwood, IA 51534				<b>INSURERS AFFORDING COVERAGE</b>		
				INSURER A: Underwriter's at Lloyd's, London		
				INSURER B:		
				INSURER C:		
INSURER D:						
<b>COVERAGES:</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED INSURED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/21-0108	5/15/2021	5/15/2022	EACH ACCIDENT	\$5,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$5,000,000
					PRODUCTS-COMP/ OPS AGG	
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> Certificate holder is additional insured as respects the following:						
Date(s) of Display:	6/17/2021, 6/24/2021					
Location:	2900 RICHARD DOWNING AVE COUNCIL BLUFFS IOWA					
Additional Insured:	CITY OF OMAHA; TRIPLE CROWN SPORTS; COUNCIL BLUFFS RECREATION COMPLEX					
Rain Date(s):	6/18/2021, 6/25/2021					
Type of Display:	Aerial Fireworks Display					
<b>CERTIFICATE HOLDER</b> CITY OF COUNCIL BLUFFS 209 PEARL STREET COUNCIL BLUFFS IA 51503				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				 <b>AUTHORIZED REPRESENTATIVE</b>		

## Council Communication

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

Cigarette Permits  
ITEM 8.B.

Council Action: 6/14/2021

### Description

### Background/Discussion

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Cigarette Permits, 6.14.21	Other	6/9/2021

**Instructions on the reverse side**

For period (MM/DD/YYYY) 06 / 30 / 21 through June 30, 2022

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

**Business Information:**

Trade Name/DBA Council Bluffs Sinclair  
Physical Location Address 1305 N 25<sup>th</sup> St City Council bluffs ZIP 51501  
Mailing Address 1305 N 25<sup>th</sup> St City council bluffs State IA ZIP 51501  
Business Phone Number (712) 328-9281

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP shiv shakti LLC  
Mailing Address 1305 N 25<sup>th</sup> St City council bluffs State IA ZIP 51501  
Phone Number 712 328 9281 Fax Number \_\_\_\_\_ Email sinccb14@gmail.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Maulin Patel Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 06/01/21 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 915049
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Retail Permit Application  
for Tobacco/Nicotine/Vapor**

<https://tax.iowa.gov>

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

\$100

**Business Information:**

Trade Name/DBA DOLLAR GENERAL STORE # 1574  
Physical Location Address 2731 E KANESVILLE BLVD City COUNCIL BLUFFS  
ZIP 51503-1003 Mailing Address 100  
MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072 Business Phone  
Number 7127960022

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP DOLGENCORP, LLC  
Mailing Address 100 MISSION RIDGE City GOODLETTSVILLE State TN ZIP 37072  
Phone Number 615-855-4000 Fax Number 877-364-4130 Email tax-beerandwinlicense@dollargeneral.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☒ Retail – General Merchandise

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) \_\_\_\_\_ Name (please print) \_\_\_\_\_  
Signature \_\_\_\_\_ Signature Lauren M. Gault  
Date \_\_\_\_\_ Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 914863
- Fill in the name of the city or county issuing the permit: Council Bluffs 352

- New ☐ Renewal ☒

Vendor #152606

Invoice #202201574TOBCITY3

Batch #20925

\$ 100.00

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

**Business Information:**

Trade Name/DBA Fareway Stores, Inc. # 73  
Physical Location Address 310 McKenzie Avenue City COUNCIL BLUFFS ZIP 51503  
Mailing Address 310 McKenzie Avenue City COUNCIL BLUFFS State IA ZIP 51503  
Business Phone Number 712 328-4176

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Fareway Stores, Inc.  
Mailing Address PO Box 70 City Boone State IA ZIP 50036  
Phone Number 515-433-5336 Fax Number 515-433-4416 Email twilson@farewaystores.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Garrett S Piklapp Name (please print) \_\_\_\_\_  
Signature *Garrett S Piklapp* Signature \_\_\_\_\_  
Date 05/07/21 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 913982
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 7 / 1 / 21 through June 30, 2022

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

**Business Information:**

Trade Name/DBA Green Star Glass and Goodies  
Physical Location Address 531 Veterans Mem. Hwy STE2 City Council Bluffs ZIP 51501  
Mailing Address 531 Veterans Mem. Hwy STE2 City Council Bluffs State IA ZIP 51501  
Business Phone Number 712-828-4449

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Green Star Glass and Goodies  
Mailing Address 921 S. 3rd St. City Council Bluffs State IA ZIP 51503  
Phone Number 712-314-3268 Fax Number N/A Email rossplum@icloud.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒  
Types of Products Sold: (Check all that apply)  
Cigarettes ☐ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☒ Glass Store / Smoke Shop

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) <u>Ross Plum</u>	Name (please print) <u>Ryan McCollum</u>
Signature <u>[Signature]</u>	Signature <u>[Signature]</u>
Date <u>6-1-2021</u>	Date <u>6-1-2021</u>

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 914974
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**For period (MM/DD/YYYY) June / 30 / 2021 through June 30, 2022

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

**Business Information:**

Trade Name/DBA The Hut  
Physical Location Address 1925 W Broadway City Council Bluffs ZIP 51501  
Mailing Address 1925 W Broadway City Council Bluffs State IA ZIP 51501  
Business Phone Number 712 325 0199

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP John Greuniesen  
Mailing Address Po Box 358 City Onawa State IA ZIP 51040  
Phone Number 402 321 5593 Fax Number 712 433 1002 Email Woodle@AOL.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) <u>Carrie Crook</u>	Name (please print) _____
Signature <u>Carrie Crook</u>	Signature _____
Date <u>6-1-2021</u>	Date _____

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 914973
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 06 / 30 / 21 through June 30, 22

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

**Business Information:**

Trade Name/DBA Latino Market LLC  
Physical Location Address 1535 Ave G City CO BLOFFS ZIP 51501  
Mailing Address 924 W 8 ST City CO BLOFFS State IA ZIP 51503  
Business Phone Number 712 352-0265

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

Name of sole proprietor, partnership, corporation, LLC, or LLP \_\_\_\_\_

Mailing Address 1535 Ave G City CO BLOFFS State IA ZIP 51501Phone Number 402 212 9608 Fax Number 712 352 0332 Email alfredollc@yahoo.com**Retail Information:**Types of Sales: Over-the-counter ☐ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☐ Alternative Nicotine Products ☐ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐ \_\_\_\_\_

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print) Carlos A Monge Name (please print) \_\_\_\_\_Signature [Signature] Signature \_\_\_\_\_Date 6/7/21 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14
- Fill in the permit number issued by the city/county: 915062
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 6/1/21 through June 30, 22

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

**Business Information:**

Trade Name/DBA JDP Inc / Lipstick  
Physical Location Address 1501 No 16th St City Co Bluffs ZIP 51503  
Mailing Address 1501 No 16th St City Co Bluffs State Ia ZIP 51501  
Business Phone Number 712 322 4510

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Randall A Petry / Karen C Taylor  
Mailing Address 1501 No 16th St City Co Bluffs State Ia ZIP 51501  
Phone Number 402 321 6652 Fax Number 712 329 5417 Email RPetry1@yahoo

**Retail Information:**

Types of Sales: Over-the-counter ☐ Vending machine ☒  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☐ Alternative Nicotine Products ☐ Vapor Products ☐

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

Alternative nicotine/vapor store ☐ Bar ☒ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Randall A Petry Name (please print) Karen C Taylor  
Signature [Signature] Signature [Signature]  
Date 6-1-21 Date 6-1-21

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 914520
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 06 / 14 / 2021 through June 30, 2021

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

**Business Information:**Trade Name/DBA MEGA SAVERPhysical Location Address 3607 9TH AVE City COUNCIL BLUFFS ZIP 51501Mailing Address 202 S. 73RD STR City OMAHA State NE ZIP 68114Business Phone Number 402-399-5377**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP T.F.G.A. LLCMailing Address 202 S. 73RD STR. City OMAHA State NE ZIP 68114Phone Number 402-812-7181 Fax Number \_\_\_\_\_ Email LOLA@TFLCORP.NET**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print) KANOL SAMIEVSignature [Signature]Date 05.20.2021Name (please print) LOLA KHALIKOVASignature [Signature]Date 05.20.2021

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: ~~\$100.00~~ \*25.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 913984
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

**Business Information:**Trade Name/DBA MEGA SAVERPhysical Location Address 3607 9TH AVE City COUNCIL BLUFFS ZIP 51501Mailing Address 202 S 73RD STR City OMAHA State NE ZIP 68114Business Phone Number (402) 399-5377**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP T.F.G.A. LLCMailing Address 202 S. 73RD STR City OMAHA State NE ZIP 68114Phone Number (402) 812-7181 Fax Number \_\_\_\_\_ Email LOLA@TFLCORP.NET**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**Name (please print) KAMOL SAMIEVSignature [Signature]Date 05.20.2021Name (please print) LOLA KHALIKOVASignature [Signature]Date 05.20.2021

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 913983
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 07/01/21 through June 30, 2022

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

**Business Information:**

Trade Name/DBA Speedee Mart 1512  
Physical Location Address 3624 9th Ave City Council Bluffs ZIP 51501  
Mailing Address PO Box 10 City Valentine State NE ZIP 69201  
Business Phone Number 712 322-9731

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Western Oil II, LLC  
Mailing Address PO Box 10 City Valentine State NE ZIP 69201  
Phone Number 402 376 2224 Fax Number 402 376 2226 Email Susan@danielskifarms.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Thomas Daniels/Li Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 6/2/2021 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 914975
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 06/30/2021 through June 30, 2022

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

**Business Information:**

Trade Name/DBA Speedy Gas N Shop  
Physical Location Address 430 S 35th St Ste 1 City Council Bluffs ZIP 51501  
Mailing Address 430 S 35th St Ste 1 City Council Bluffs State IA ZIP 51501  
Business Phone Number 712-256-3473

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP Jerusalem Petroleum LLC  
Mailing Address 430 S 35th St Ste 1 City Council Bluffs State IA ZIP 51501  
Phone Number 712-256-3473 Fax Number \_\_\_\_\_ Email Farra inc @ hotmail.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐  
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐ \_\_\_\_\_

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Mohammed Halhoulie Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 6/12/2021 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 915050
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**For period (MM/DD/YYYY) 07/01/2021 through June 30, 22

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

**Business Information:**

Trade Name/DBA SUPER CONVENIENCE STORE LLC  
Physical Location Address 2547 2nd AVE City COUNCIL BLUFFS ZIP 51501  
Mailing Address 2547 2nd AVE City COUNCIL BLUFFS State IA ZIP 51501  
Business Phone Number 712-435-6183

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP SUPER CONVENIENCE STORE LLC  
Mailing Address 2547 2nd AVE City COUNCIL BLUFFS State IA ZIP 51501  
Phone Number 402-612-0716 Fax Number \_\_\_\_\_ Email S.merhaw@yahoo.com

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☒ No ☐  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Merhaw G. Kahsar Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 06-01-21 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6-14-21
- Fill in the permit number issued by the city/county: 914529
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**For period (MM/DD/YYYY) 07 / 01 / 2021 through June 30, 2022

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

**Business Information:**

Trade Name/DBA SUPER SAVER #12  
Physical Location Address 1141 N BROADWAY City COUNCIL BLUFFS ZIP 51503  
Mailing Address SAME City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Business Phone Number (712) 322-8778

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐  
Name of sole proprietor, partnership, corporation, LLC, or LLP BAR STORES, INC.  
Mailing Address 4554 "W" ST. City LINCOLN State NE ZIP 68503  
Phone Number (402) 464-6297 Fax Number (402) 434-5733 Email BECKY@BRSTORES.COM

**Retail Information:**

Types of Sales: Over-the-counter ☒ Vending machine ☐  
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐  
Types of Products Sold: (Check all that apply)  
Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

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

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐  
Grocery store ☒ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐  
Has vending machine that assembles cigarettes ☐ Other ☐

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) BECKY J. NEEMANN Name (please print) \_\_\_\_\_  
Signature Becky J. Neemann Signature \_\_\_\_\_  
Date 5/19/2021 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: 100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 914232
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

**Business Information:**

Trade Name/DBA Walgreens #3700

Physical Location Address 535 E. Broadway City Council Bluffs ZIP 51503

Mailing Address PO Box 901 City Deerfield State IL ZIP 60015

Business Phone Number 712-329-0930

**Legal Ownership Information:**

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

Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen Co

Mailing Address PO Box 901 City Deerfield State IL ZIP 60015

Phone Number 847-527-4402 Fax Number 847-368-6525 Email taxlicenser renewals@walgreens.com

**Retail Information:**

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

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

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

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

Has vending machine that assembles cigarettes ☐ Other ☐ No

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Susan Halliday, Treasurer Name (please print) \_\_\_\_\_

Signature *Susan Halliday* Signature \_\_\_\_\_

Date 5/17/21 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 913985
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

**Business Information:**

Trade Name/DBA Walgreens #4405

Physical Location Address 2508 W. Broadway City Council- Bluffs ZIP 51501

Mailing Address PO Box 901 City Deerfield State IL ZIP 60015

Business Phone Number 712-328-2266

**Legal Ownership Information:**

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

Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen Co

Mailing Address PO Box 901 City Deerfield State IL ZIP 60015

Phone Number 847-527-4402 Fax Number 847-368-6525 Email taxlicenser renewals@walgreens.com

**Retail Information:**

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

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

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

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

Has vending machine that assembles cigarettes ☐ Other ☐ no

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Susan Halliday, Treasurer

Name (please print) \_\_\_\_\_

Signature *Susan Halliday*

Signature \_\_\_\_\_

Date 5/17/21

Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 913986
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 2021 through June 30, 2022

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

**Business Information:**

Trade Name/DBA Walgreens #5306

Physical Location Address 301 W. Bennett Ave. City Council Bluff ZIP 51503

Mailing Address PO Box 901 City Deerfield State IL ZIP 60015

Business Phone Number 712-325-0619

**Legal Ownership Information:**

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

Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen Co

Mailing Address PO Box 901 City Deerfield State IL ZIP 60015

Phone Number 847-527-4402 Fax Number 847-368-6525 Email taxlicenser renewals@walgreens.com

**Retail Information:**

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

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐

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

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

Has vending machine that assembles cigarettes ☐ Other ☐ No

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

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) Susan Halliday, Treasurer Name (please print) \_\_\_\_\_

Signature [Signature] Signature \_\_\_\_\_

Date 5/12/21 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 6.14.21
- Fill in the permit number issued by the city/county: 913987
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☐ Renewal ☒

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



## Council Communication

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

Liquor Licenses  
ITEM 8.C.

Council Action: 6/14/2021

### Description

1. BuckSnort Grill & Sports Bar, 25 Scott Street (Special Event)
2. Caddy Shack, 1426 4th Avenue
3. Godfather's Pizza, 3020 W Broadway
4. Jonesy's Corner, 2752 W Broadway
5. Main Street Tavern, 519 S Main Street
6. Mega Saver, 3607 9th Avenue (NEW)
7. O Face Bar, 2400 9th Avenue
8. Spillway Grill and Bar, 1840 Madison Avenue
9. The Dock Bar & Grill, 401 Vet. Mem. Hwy (Special Event - Pending department approval)

### Background/Discussion

The other businesses listed had no alcohol related incidents/arrests.

#### Caddy Shack

12-26-21—At 11:01 pm, Officers were dispatched to Caddy Shack for two intoxicated males refusing to leave the bar. Both men left prior to the arrival of Officers.

#### O Face Bar

06-24-20—At 1:38 am, Officers were dispatched to the O Face Bar for disturbance outside, involving a firearm. As Officers arrived, a car sped out of the parking lot in a reckless manner. Officers stopped the vehicle and the female driver was arrested for OWI and Possession of a Controlled Substance. No firearm was found or recovered.

11-06-20—At 1:59 am, a man was assaulted by two males in the parking lot of the O Face Bar. Both suspects were gone prior to the arrival of Officers.

11-12-20—At 1:41 am, somebody called 911 and reported a large disturbance at the O Face Bar. The disturbance was over and everyone gone when the Officers arrived on scene.

01-24-21—At 1:11 am, a male and female were assaulted by two females near the door of the O Face Bar. The man and woman were outside smoking when two females accused them of stealing a cell phone. They then assaulted the man and woman and left the area. Both suspects were gone when Officers arrived. The female filed a police report for the assault, while the male declined to press charges.

02-27-01—At 12:56 am, a man called 911 saying he had been shot inside the O Face Bar. Officers located the man near the entrance to Alters and verified that he had been shot in the area of the collar bone. The man was transported to UNMC for treatment of his wound. The suspect/suspects were not on location. This case remains an open/active case.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Liquor Licenses, 6.14.21	Other	6/9/2021
The Dock App	Other	6/9/2021





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Application Number

App-140639

License Number

Application Status

Select

Search

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE <u>CR</u>	Local Amt	
FIRE <u>SP</u>	Endorsed	
BUILDING <u>SR</u>	Issued	
ZONING <u>CB</u>	Expires	
	Council	<u>6.14.21</u>

bucksnot grill and sports bar  
LC0042841  
Premise Street : 25 scott st  
Class C Liquor License

Application Number : App-140639

Continue

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Amendment	2020-09-01	2021-08-31	Pending Dramshop Review

License Length	Local Authority	Dramshop	Corporation Name
12 Month	City of Council Bluffs		DNJP0426 LLC










Privileges and Sub Permits	Amendment Type
	Outdoor Service

Services <[https://directory.iowa.gov/service/Index?\\_ga=1.101492737.1604613096.1488473035&ia\\_slv=1621543478720](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1621543478720)>

Agencies <[https://directory.iowa.gov/?ia\\_slv=1621543478720](https://directory.iowa.gov/?ia_slv=1621543478720)>

Social <[https://directory.iowa.gov/social/Index?ia\\_slv=1621543478720](https://directory.iowa.gov/social/Index?ia_slv=1621543478720)>

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Application Number

App-140773

License Number

Application Status

Select

Search

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <i>cin</i>	Local Amt	
FIRE <i>OH</i>	Endorsed	
BUILDING <i>8</i>	Issued	
ZONING <i>CS</i>	Expires	
	Council	<i>6.14.21</i>

Caddy Shack- LC0021161  
Premise Street : 1426 4th  
Avenue  
Class C Liquor License

Application Number : App-140773

Continue

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2021-06-01	2022-05-31	Pending Dramshop Review

License Length	Local Authority	Dramshop	Corporation Name
12 Month	City of Council Bluffs		Caddy Shack, Inc.

Privileges  
and Sub  
Permits

Services &lt;https://directory.iowa.gov/service/Index?\_ga=1.101492737.1604613096.1488473035&amp;ia\_slv=1621348290584&gt;

Agencies &lt;https://directory.iowa.gov/?ia\_slv=1621348290584&gt;

Social &lt;https://directory.iowa.gov/social/Index?ia\_slv=1621348290584&gt;

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Application Number

App-137604

License Number

Application Status

Select

Search

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <i>on</i>	Local Amt	
FIRE <i>AW</i>	Endorsed	
BUILDING <i>SR</i>	Issued	
ZONING <i>CS</i>	Expires	
		Council <i>6.14.21</i>

*Renewal Date 5.20.21*

Godfather's Pizza-  
BW0094490  
Premise Street : 3020 West  
Broadway  
Special Class C Liquor  
License

Application Number : App-137604

Continue










Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2021-05-20	2022-05-19	Submitted to Local Authority

License Length	Local Authority	Dramshop	Corporation Name
12 Month	City of Council Bluffs		Godfather's Pizza, Inc.

Privileges  
and Sub  
Permits

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Application Number

App-140302

License Number

Application Status

Select

Search

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>an</u>	Local Amt	
FIRE <u>OP</u>	Endorsed	
BUILDING <u>OP</u>	Issued	
ZONING <u>OP</u>	Expires	
	Council	<u>6.14.21</u>

Jonesy's Corner-  
LC0039326  
Premise Street : 2752 W  
Broadway  
Class C Liquor License

Application Number : App-140302

Continue

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2021-07-01	2022-06-30	Pending Dramshop Review

License Length	Local Authority	Dramshop	Corporation Name
12 Month	City of Council Bluffs		Jonesy's Taco House. L.C.

Privileges  
and Sub  
Permits












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Agencies <[https://directory.iowa.gov/?ia\\_slv=1622037661033](https://directory.iowa.gov/?ia_slv=1622037661033)>

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Application Number

App-140036

License Number

Application Status

Select

Search

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>cm</u>	Local Amt	
FIRE <u>ON</u>	Endorsed	
BUILDING <u>SE</u>	Issued	
ZONING <u>OS</u>	Expires	
Council		<u>6-14-21</u>

Main Street Tavern-  
LC0043482  
Premise Street : 519 South Main  
Street  
Class C Liquor License

Application Number : App-140036

Continue










Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2021-06-16	2022-06-15	Pending Dramshop Review

License Length	Local Authority	Dramshop	Corporation Name
12 Month	City of Council Bluffs		THE COLOR OF MONEY, LLC

Privileges  
and Sub  
Permits

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Application Number

App-139243

License Number

Application Status

Select

Search

RENEWAL <input checked="" type="checkbox"/> NEW <input type="checkbox"/> SPECIAL EVENT <input type="checkbox"/>	
POLICE <u>CA</u>	Local Amt _____
FIRE <u>DA</u>	Endorsed _____
BUILDING <u>BA</u>	Issued _____
ZONING <u>CA</u>	Expires _____
	Council <u>6.14.21</u>

Mega Saver  
Premise Street : 3607 9th  
Avenue  
Class E Liquor License

Application Number : App-139243

Continue

Application  
Type

New

Tentative  
Effective  
Date2021-  
06-07Tentative  
Expiration  
Date  
2022-06-  
06Application  
Status  
Submitted  
to Local  
AuthorityLicense  
Length  
12  
MonthLocal  
Authority  
City of  
Council  
Bluffs










Dramshop

Corporation  
Name  
T.F.G.A. LLC

Privileges  
and Sub  
Permits  
Class B  
Wine  
Permit,  
Class C  
Beer  
Permit,

Services <[https://directory.iowa.gov/service/Index?\\_ga=1.101492737.1604613096.1488473035&ia\\_slv=1621537444972](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1621537444972)>Agencies <[https://directory.iowa.gov/?ia\\_slv=1621537444972](https://directory.iowa.gov/?ia_slv=1621537444972)>Social <[https://directory.iowa.gov/social/Index?ia\\_slv=1621537444972](https://directory.iowa.gov/social/Index?ia_slv=1621537444972)>

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Application Number

App-140746

License Number

Application Status

Select

Search

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <i>am</i>	Local Amt	
FIRE <i>am</i>	Endorsed	
BUILDING <i>am</i>	Issued	
ZONING <i>am</i>	Expires	
	Council	6.14.21

O Face Bar- LC0038449  
Premise Street : 2400 9th Ave  
Class C Liquor License

Application Number : App-140746

Continue

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2021-05-24	2022-05-23	Pending Dramshop Review

License Length	Local Authority	Dramshop	Corporation Name
12 Month	City of Council Bluffs		Matt & Karen Inc

Privileges  
and Sub  
Permits



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Agencies <[https://directory.iowa.gov/?ia\\_slv=1621451074687](https://directory.iowa.gov/?ia_slv=1621451074687)>

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Application Number

App-140589

License Number

Application Status

Select

Search

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <i>Car</i>	Local Amt	
FIRE <i>DFL</i>	Endorsed	
BUILDING <i>SS</i>	Issued	
ZONING <i>CD</i>	Expires	
	Council	<i>6.14.21</i>

Spillway Grill and Bar- LC0035481  
Premise Street : 1840 Madison Ave  
Ste 8,9,10&11  
Class C Liquor License

Application Number : App-140589

Continue

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2021-06-15	2022-06-14	Pending Dramshop Review

License Length	Local Authority	Dramshop	Corporation Name
12 Month	City of Council Bluffs		Klemco Inc

Privileges  
and Sub  
Permits

Services <[https://directory.iowa.gov/service/Index?\\_ga=1.101492737.1604613096.1488473035&ia\\_slv=1623256614138](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1623256614138)>

Agencies <[https://directory.iowa.gov/?ia\\_slv=1623256614138](https://directory.iowa.gov/?ia_slv=1623256614138)>

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Application Number

App-142217

License Number

Application Status

Select

<input type="checkbox"/> RENEWAL	<input checked="" type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE _____	Local Amt _____	
FIRE _____	Endorsed _____	
BUILDING _____	Issued _____	
ZONING _____	Expires _____	
Council		6-14-21

Search

The Dock Bar & Grill-  
LC0045123  
Premise Street : 401 Veterans  
Memorial Hwy  
Class C Liquor License

Application Number : App-142217

Continue

Application

Type

Amendment

outdoor extension

Tentative

Effective

Date

2021-

03-01

Tentative

Expiration

Date

2022-02-

28

Application

Status

Pending

Dramshop

Review

License

Length

12

Month

Local

Authority

City of

Council

Bluffs

Dramshop

Corporation

Name

Hazel Corp Inc

Privileges

and Sub

Permits

Amendment

Type

Outdoor

Service

## NOISE VARIANCE REQUEST

APPLICATION DATE: 6-4-21  
REQUESTING PERSON:  
NAME: The Dock  
MAILING ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
ORGANIZATION/EVENT: Summer Live music  
EVENT LOCATION: 401 Veterans Memorial Hwy  
EVENT DATE: 6-25-21, 7-2-21, 7-10-21, 7-17-21, 7-30-21, 7-31-21, 9-3-21, 9-4-21  
EVENT TIME: 5:00pm - 11:00pm + 9-5-21

EXPLAIN SOURCE OF NOISE AND SPECIFIC HOURS OF NOISE:

Live Band

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

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

\*\*\*\*\*

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

APPROVED ( )  
DISAPPROVED ( )  
APPROVED WITH STIPULATION ( )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Date