



**Study Session Agenda
City of Council Bluffs, Iowa
September 13, 2021, 3:45 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

STUDY SESSION AGENDA

- A. Review Agenda

Executive Session

- A. Pending Litigation - Dick Wade
- B. Property Acquisition - Brandon Garrett



**Council Agenda, City of Council Bluffs, Iowa
Regular Meeting September 13, 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 August 23, 2021 City Council Meeting Minutes.
- C. Resolution 21-258
Resolution accepting the work of Rife Construction Inc. as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the Central Fire Station ADA Improvement Project. Project #BM21-04
- D. Resolution 21-259
Resolution setting a public hearing for September 27, 2021 at 7:00 pm, for the Dodge Park Clubhouse Pavement Improvement Project. Project # BM22-05
- E. Resolution 21-260
Resolution setting a public hearing for 7:00 p.m. on September 27, 2021 for the N. 28th Street Storm Sewer Rehab, Phase II. Project # PW20-11
- F. Resolution 21-261
Resolution authorizing transfers between funds under Iowa Code 545-2 for FY21 and FY22
- G. CB Public Library Annual Report (R&F)
- H. June FY21 Financial Reports
- I. Claims

4. PUBLIC HEARINGS

- A. Resolution 21-248 re-consideration
Resolution approving the plans and specifications for the Mid-America Center Roof Replacement Project, Phase 2. Project # BM-22-02
- B. Resolution 21-262
Resolution approving and authorizing execution of a purchase, sale, and development agreement by and between the City of Council Bluffs and CB-WLG Affordable Limited Partnership.
- C. Resolution 21-263
Resolution approving the Urban Revitalization Plan for the Mid-America Urban Revitalization Area.
- D. Resolution 21-264
Resolution approving the plans and specifications for the Cochran Park playground improvements.

5. ORDINANCES ON 1ST READING

- A. Ordinance 6469
Ordinance establishing the Mid-America Urban Revitalization Area within the City of Council Bluffs.

6. ORDINANCES ON 2ND READING

- A. Ordinance 6468
Ordinance to amend Chapter 1.10 "Mayor" of the the 2020 Municipal Code of Council Bluffs, Iowa, by amending Section 1.10.020 "Compensation For Mayor".

7. RESOLUTIONS

- A. Resolution 21-265
Resolution Authorizing the Extension of Resolution 21-24 Applicable Only to the Police Department to Offer a Hiring Bonus to Certified Police Officers
- B. Resolution 21-266
Resolution temporarily vacating portions of West Broadway and the Vine Street Alley in connection with special event applications
- C. Resolution 21-267
Resolution authorizing and directing the Mayor to accept the dedication of the portion of a storm sewer line being constructed to service Lot 1, River Road Subdivision

D. Resolution 21-268A & B

21-268A - Resolution Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement

21-268B - Resolution authorizing and providing for the issuance of \$1,125,000 Taxable General Obligation Bonds, Series 2021A, and amending the levy of taxes to pay Said Bonds; Approval of the Continuing Disclosure Certificate

E. Resolution 21-269A & B

21-269A - Resolution Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement

21-269B - Resolution authorizing and providing for the issuance of \$5,970,000 General Obligation Bonds, Series 2021B, and amending the levy of taxes to pay said Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

F. Resolution 21-270

Resolution accepting the bid of Carley Construction, LLC for the 2100 Block of Avenue H Sanitary Sewer Rehabilitation. Project # PW22-23

G. Resolution 21-271

Resolution authorizing the Mayor to execute an agreement for the River's Edge Water Main Extension Phase II with the Council Bluffs Water Works in conjunction with the River's Edge Subdivision project.

H. Resolution 21-272

Resolution to re-establish the position of Deputy City Clerk and abolish the position of Administrative Secretary within the City Clerk's Office effective July 1, 2022.

8. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor Licenses

1. Avenue G Store, 1602 Avenue G
2. Brewski's Beverage, 726 Creek Top
3. Bucksnot Grill and Sports Bar, 25 Scott Street
4. Cellar 19 Wine & Deli, 928 Valley View Village
5. Golden Q Billiards and Sports Lounge, 807 S 21st Street
6. Mega Saver, 3540 W Broadway
7. Quaker Steak and Lube, 3320 Mid America Drive
8. Super Quik Stop, 2800 Twin City Drive, Ste 10
9. Tobacco Hut & Liquor, 3134 Manawa Centre Drive, #9

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 August 23, 2021

CALL TO ORDER

Mayor Pro Tem Chad Hannan called the meeting to order on Monday August 23, 2021 at 7:00 p.m.
Council Members present: Joe Disalvo, Chad Hannan, Melissa Head, Roger Sandau and Mike Wolf.
Staff Present: Richard Wade, Jodi Quakenbush and Brandon Garrett.

CONSENT AGENDA

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

Reading, correction and approval of the August 9, 2021 City Council Meeting Minutes.

Resolution 21-244

Resolution to set a public hearing for September 13, 2021 at 7:00 p.m. for Cochran Park Playground Upgrade

Resolution 21-245

Resolution setting a public hearing for September 13, 2021 at 7:00 p.m. on the proposal to enter into a purchase, sale and development agreement with White Lotus Group.

Claims, Notice of Right of Redemption and Lawsuits (R&F)

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

PUBLIC HEARINGS

Resolution 21-246

Resolution to dispose of City property described as Lots 11 & 12, Block 11, Burns Addition. Location: Property formerly addressed as 1218 22nd Avenue.

Roger Sandau and Joe Disalvo moved and seconded approval of Resolution 21-246. Unanimous, 5-0 vote.

Resolution 21-247

Resolution approving the plans, specifications and form of contract for the former Reliance Battery factory demolition and restoration project located at 813 22nd Avenue.

Mike Wolf and Melissa Head moved and seconded approval of Resolution 21-247. Unanimous, 5-0 vote.

Resolution 21-248

Resolution approving the plans and specifications for the Mid-America Center Roof Replacement Project, Phase 2. Project # BM-22-02

Melissa Head and Mike Wolf moved and seconded approval of Resolution 21-248. Unanimous, 5-0 vote.

Resolution 21-249

Resolution approving the plans and specifications for Fire Station #2 Window Replacement. #BM-22-04

Joe Disalvo and Melissa Head moved and seconded approval of Resolution 21-249. Unanimous, 5-0 vote.

Resolution 21-250

Resolution authorizing the disposal of a property right by entering into a five-year leasehold agreement for outdoor dining with C'Mon Inn.

Heard from Chris Malloy, 114 W. Broadway

Joe Disalvo and Melissa Head moved and seconded approval of Resolution 21-250. Unanimous, 5-0 vote.

Resolution 21-251 A & B

21-251 A - Resolution directing the sale of \$1,155,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Bonds, Series 2021A

21-251 B - Resolution directing the sale of \$5,970,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2021B

Joe Disalvo and Mike Wolf moved and seconded approval of Resolutions 21-251A & 21-251B. Unanimous, 5-0 vote.

ORDINANCES ON 1ST READING

Ordinance 6468

Ordinance to amend Chapter 1.10 "Mayor" of the the 2020 Municipal Code of Council Bluffs, Iowa, by amending Section 1.10.020 "Compensation For Mayor".

Melissa Head and Chad Hannan moved and seconded approval of First consideration of Ordinance 6468. Second consideration will be heard on Monday September 13, 2021 at 7:00 p.m.. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 21-252

Resolution abolishing Payroll & Disbursements Manager from Finance's authorized strength effective, August 23, 2021.

Melissa Head and Joe Disalvo moved and seconded approval of Resolution 21-252. Unanimous, 5-0 vote.

Resolution 21-253

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

Heard from John, 601 N. 40th Street

Mike Wolf and Melissa Head moved and seconded approval of Resolution 21-253. Unanimous, 5-0 vote.

Resolution 21-254

Resolution increasing the authorized strength of the Council Bluffs Fire Department from 107 to 108 with the allowance to hire up to 6 additional for future vacancies.

Melissa Head and Roger Sandau moved and seconded approval of Resolution 21-254. Unanimous, 5-0 vote.

Resolution 21-255

Resolution certifying the FY2021 Water, Sewer, and Refuse collection lien schedule for nonpayment to the County Treasurer to be assessed against the owner's property.

Mike Wolf and Melissa Head moved and seconded approval of Resolution 21-255. Unanimous, 5-0 vote.

Resolution 21-256

Resolution granting approval of a Temporary Use Permit to allow a concrete crushing plant (salvage operation) through August 31, 2022 on agricultural property comprised of 12.85 acres located immediately south of 13500 192nd Street, more specifically described in the Council packet. TU-21-005

Roger Sandau and Melissa Head moved and seconded approval of Resolution 21-256. Unanimous, 5-0 vote.

Resolution 21-257

Resolution adding four (4) pay grades to the non-union compensation pay scale.

Roger Sandau and Melissa Head moved and seconded approval of Motion to amend Resolution 21-257 to approve 2 paygrades, 35 and 36. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses: 1) Casey's General Store #3203, 1928 Sherwood Drive; 2) CB Quick Stop, 3500 Avenue A; 3) Council Bluffs Travel Center, 3210 South 7th Street; 4) Courtyard by Marriott, 2501 Bass Pro Drive; 5) D & S Xpress, 1220 North 25th Street; 6) D & S Xpress, 2924 North Broadway; 7) Fox Run Golf Course, 3001 Mac Ineery Drive; 8) Hooters of Council Bluffs, 2910 23rd Avenue; 9) Horseshoe Casino, 2701 23rd Avenue; 10) Hy-Vee C Store #1, 21 South 25th Street; 11) Kwik Shop #595, 1749 West Broadway; 12) Lipstix, 1501 North 16th Street; 13) Primos Mexican Restaurant, 930 5th Avenue; 14) Quarthouse, 107 Pearl Street; 15) Sams Club #6472, 3221 Manawa Centre Drive

Joe Disalvo and Mike Wolf moved and seconded approval of Applications for permits and cancelations 7A 1-15, Liquor Licenses. Unanimous, 5-0 vote.

Creekside Church/J& M Displays Fireworks

Roger Sandau and Melissa Head moved and seconded approval of Applications for permits and cancelations 7B Creekside Church Fireworks. Unanimous, 5-0 vote.

CITIZENS REQUEST TO BE HEARD

Heard from:

1) John Reimnitz, 601 North 40th Street, regarding yard waste pick up 2) co-owner of A to Z Auto Repair, 3600 Richland Drive, Motion by Hannan to Receive and File, seconded by Head. Another Motion by Hannan to Receive and File, seconded by Head. #0 Bruce Kelly, 864 McKenzie Avenue, Extra lane on Kaneshville and Bike trail.

ADJOURNMENT

Mayor Pro Tem Hannan adjourned the meeting at 7:33 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.

Chad Hannan, Mayor Pro Tem
Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: BM21-04
Submitted by: Jeremy Noel, Public
Works Operations Manager

Resolution 21-258
ITEM 3.C.

Council Action: 9/13/2021

Description

Resolution accepting the work of Rife Construction Inc. as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the Central Fire Station ADA Improvement Project.
Project #BM21-04

Background/Discussion

The Community Development Department moved to City Hall in March of 2020. The Fire Department's Administrative Staff along with the Fire Marshall's Office moved into the former Community Development Department's space which was not ADA accessible.

This project provided a corridor that begins at the front entrance of the Central Fire Station on the east side of the building. This hallway passes through the building and opens into the new Fire Administration offices thus eliminating the ADA accessibility issues.

The revised total cost of this project was \$74,945.00 including \$11,000.00 for architectural, mechanical, and electrical engineering services provided by HGM and Engineering Technologies Inc. The project was included in the FY21 CIP with funding from the General Fund.

	<u>Total</u>
Original Contract Amount	\$63,945.00
Change Orders (7.8%)	\$4,987.95
Final Contract Amount	\$68,932.95
Less Previous Payments	\$65,486.30
Retainage Due Contractor	\$3,446.65

The Contractor completed the project on time and did not receive any non-compliance notices.

Recommendation

Approval to accept the work of Rife Construction Inc. and release the retainage. This project provides ADA accessibility to the former Community Development space which is now occupied by Fire Department staff.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 21-258	Resolution	9/8/2021

RESOLUTION NO. 21-258

**RESOLUTION ACCEPTING THE WORK OF
RIFE CONSTRUCTION INC. IN CONNECTION WITH THE
CENTRAL FIRE STATION ADA IMPROVEMENT PROJECT
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE
A CITY CHECK IN THE AMOUNT OF \$3,446.65
PROJECT #BM21-04**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Rife Construction Inc. for the Central Fire Station ADA Improvement Project; 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 \$3,446.65 to Rife Construction 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 \$3,446.65 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 \$3,446.65 payable to Rife Construction Inc. from budget code Division I S36100-676000; Project #B2104.

**ADOPTED
AND
APPROVED**

September 13, 2021

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: BM22-05
Submitted by: Jeremy Noel, Public
Works Operations Manager

Resolution 21-259
ITEM 3.D.

Council Action: 9/13/2021

Description

Resolution setting a public hearing for September 27, 2021 at 7:00 pm, for the Dodge Park Clubhouse Pavement Improvement Project. Project # BM22-05

Background/Discussion

The Dodge Park Clubhouse opened in 2002. In recent years, several concrete repairs have been required to eliminate tripping hazards. The lower level apron outside the golf cart storage area has now become increasingly unsafe due to cracked and uneven concrete. In addition, water will not drain to the existing storm water inlets causing winter ice buildup and preventing doors from opening. Changing the grade in this area and replacing the storm water inlets will eliminate these issues.

The concrete stairs on the north side of the clubhouse have deteriorated and sections are no longer safe to use. The rise and run of this stairway is steep. The proposed project will remove the old steps and the new stairs will have landings and tiered steps. The new stairway will be lengthened to reduce the number of steps which will provide safer access to and from the golf course patio area.

The estimated construction cost for this project is \$99,993. The project is included in the FY22 CIP with a budget of \$130,000 from General Fund - Gaming.

The project schedule is as follows:	Set Public Hearing	September 13, 2021
	Hold Public Hearing	September 27, 2021
	Bid Letting	October 14, 2021
	Award	October 25, 2021
	Construction Start	April 29, 2022

Recommendation

Approval of this resolution. This project will address safety and drainage issues at the golf cart storage area and clubhouse.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Public Hearing	Notice	9/3/2021
Resolution 21-259	Resolution	9/8/2021

Notice of Public Hearing
on the
Plans, Specifications, Form of Contract, and Cost Estimate
for the
Dodge Park Clubhouse Pavement Improvement Project
Project #BM22-05

A Public Hearing will be held on September 27, 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 Dodge Park Clubhouse Pavement Improvement Project. The project will include demolition of existing concrete. It will include the installation of the approximate quantities of 267 SY of 7" concrete pavement, 62 SY of 4" concrete pavement and three area inlets. 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. 21-259

**RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND COST ESTIMATE
FOR THE DODGE PARK CLUBHOUSE PAVEMENT IMPROVEMENT PROJECT
PROJECT #BM22-05**

- WHEREAS, the City of Council Bluffs desires to repair pavement issues at the Dodge Park Clubhouse; and
- WHEREAS, HGM Associates Inc. was hired to provide professional services; and
- WHEREAS, funding for this project will be provided by General Fund – Gaming; and
- WHEREAS, the plans, specifications, form of contract, and cost estimate as prepared by HGM Associates Inc. 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 directed to set a public hearing on the plans, specifications, form of contract, and cost estimate for the Dodge Park Clubhouse Pavement Improvement Project on September 27, 2021.

**ADOPTED
AND
APPROVED**

September 13, 2021

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW20-11
Submitted by: Matthew Cox, Public
Works Director

Resolution 21-260
ITEM 3.E.

Council Action: 9/13/2021

Description

Resolution setting a public hearing for 7:00 p.m. on September 27, 2021 for the N. 28th Street Storm Sewer Rehab, Phase II. Project # PW20-11

Background/Discussion

The drainage basin limits for the N. 28th Street storm sewer are approximately I-29 to Avenue F, and N. 10th Street to N. 33rd Street. This area is roughly 580 acres. The existing storm sewer network in this area was constructed in the 1950's and is undersized causing frequent street flooding. The existing storm sewer interceptors are located along Avenue L, North 24th Street, and Avenue K. In recent years, the unusually high ground water conditions have caused several of the storm interceptors to fail, resulting in costly emergency repairs.

Phase I is complete and included construction of a new 84" storm sewer pipe under I-29. The Phase II project included an engineering study phase to identify and prioritize future projects within the drainage basin. This work is now complete. Phase II construction will connect the existing 84" storm sewer under the interstate to the N. 28th Street storm sewer pump station.

The project was included in the FY20 CIP with funding from GO Bonds. The project budget is \$1,500,000.

The project schedule is as follows:	Set Public Hearing	September 13, 2021
	Hold Public Hearing	September 27, 2021
	Bid Letting	October 26, 2021
	Award	November 9, 2021
	Construction Start	December 2021

Recommendation

Approval of this resolution. This project will provide connection of a large storm sewer to the pump station, providing future added capacity for the N. 28th Street drainage basin.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	9/3/2021
Notice of Public Hearing	Notice	9/3/2021
Resolution 21-260	Resolution	9/8/2021

PW 20-11
N. 28TH ST. STORM SEWER REHAB PH II

PROJECT LOCATION

AVENUE Q

AVENUE N

N 29TH ST

N 28TH ST

Legend



PW20-11



Notice of Public Hearing
on the
Plans, Specifications, Form of Contract and Cost Estimate
for the
N. 28th Street Storm Sewer Rehab, Phase II
Project #PW20-11

A public hearing will be held on September 27, 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 N. 28th Street Storm Sewer Rehab, Phase II project. The project will include construction of 158 lineal feet of 84” storm sewer and 154 square yards of concrete pavement. 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 21-260

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
N. 28TH STREET STORM SEWER REHAB, PHASE II
PROJECT #PW20-11**

WHEREAS, the City wishes to make improvements known as the
N. 28th Street Storm Sewer Rehab, Phase II
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 N. 28th Street Storm Sewer Rehab, Phase II setting September 27, 2021, at 7:00 p.m. as the date and time of said hearing.

ADOPTED
AND
APPROVED

September 13, 2021

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 21-261
ITEM 3.F.

Council Action: 9/13/2021

Description

Resolution authorizing transfers between funds under Iowa Code 545-2 for FY21 and FY22

Background/Discussion

Effective April 17, 2019 the Administrative Code for the State of Iowa was changed as it relates to interfund transfers. The Code now requires all interfund transfers must be approved by Council. A fund transfer log must be completed for all transfers between funds and must include the purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is to be received and the dollar amount of the transfer.

This resolution is brought forward for approval of FY21 and FY22 actual interfund transfers to date.

Recommendation

Approve the Resolution

ATTACHMENTS:

Description	Type	Upload Date
Fund transfers FY21 YTD Actuals	Other	9/3/2021
Fund transfers FY22 YTD Actuals	Other	9/3/2021
Resolution 21-261	Resolution	9/8/2021

Fund Transfers
Council Meeting: 09/13/2021

Transfer From		Transfer To				
Fund Category	Fund Name	Fund Category	Fund Name	Amount	Purpose	Effective FY
Special Revenue	Employee Benefits Levy	General	General - Employee Benefits	7,108,349	Fund Employee Benefits	FY21
Special Revenue	Emergency Levy	General	General	374,583	Transfer of Emergency Fund Property Taxes to the General Fund	FY21
General	General	Capital Projects	Capital Projects	75,000	Funding for CIP PR21-02 City Wide Trail Upgrade	FY21
General	General	Capital Projects	Capital Projects	17,978	Funding for CIP PR21-12 Horticulture Greenhouse	FY21
General	General	Capital Projects	Capital Projects	9,833	Funding for CIP PR22-08 Twin City Parking Lot Construction. Had some expense in FY21	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	695,619	Funding for CIP PW17-15 CBIS Seg 4 Utility Relocations.	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	371,092	Funding for CIP PW18-16A E Beltway Steven Rd E	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	409,467	Funding for CIP PW18-16B E Beltway Seg D Culvert Construction	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	624,243	Funding for CIP PW19-16A Eastern Hills Drive Seg D	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	371,939	Funding for CIP PW20-14 Pump Station Rehab 6th Ave	FY21
Special Revenue	Road Use	Capital Projects	Capital Projects	1,000,000	Funding for CIP PW20-15 Oakland Dr Rehab	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	185,128	Funding for CIP PW20-15 Oakland Dr Rehab	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	771,072	Funding for CIP PW20-20 West Broadway Seg 4	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	554,812	Funding for CIP PW21-06D Geotech MR_6, MR_8 & MR_9	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	43,067	Funding for CIP PW21-10 Downtown Historic Sidewalk	FY21

Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	1,063,719	Funding for CIP PW21-12 1st Street Neighborhood Rehab Ph XI	FY21
Special Revenue	Road Use	Capital Projects	Capital Projects	240,001	Funding for CIP PW21-13 North Broadway Bridge	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	39,651	Funding for CIP PW21-14A Phase II SCADA WPCP	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	75,306	Funding for CIP PW21-14B 6th Ave Station SW Control	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	43,329	Funding for CIP PW21-15 Mosquito Creek Sewer Rehab	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	259,000	Funding to close CIP PW21-16 Traffic Control System	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	77,035	Funding for CIP PW22-09 E Manawa Sewer Rehab Ph X	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	101,048	Funding for CIP PW22-12 1st St Neighborhood Rehab Ph XII	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	63,877	Funding for CIP PW22-16 Steven Road West	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	33,956	Funding for CIP PW22-17 S Expressway Recon Ph I	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	691,847	Funding for Project 60001 Levee Program Management	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	2,109,697	Funding for Project 60004 LCP Geotech MR_4	FY21
General	Gaming	Capital Projects	Capital Projects	231,846	Funding for CIP BM21-03 Central Fire Sprinkler System	FY21
General	Gaming	Capital Projects	Capital Projects	75,569	Funding for CIP BM21-04 Fire ADA Improvement	FY21
General	Gaming	Capital Projects	Capital Projects	1,768	Funding for CIP BM22-05 Dodge Park Concrete Repair	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	44,402	Funding for CIP CD20-05 Land Use Study	FY21
General	Gaming	Capital Projects	Capital Projects	232,351	Funding for CIP FD21-01 Medic 2 Replacement	FY21

General	Gaming	Capital Projects	Capital Projects	9,303	Funding for CIP BM21-05 Library Exterior Painting	FY21
General	Gaming	Capital Projects	Capital Projects	307,443	Funding for CIP BM21-02 MAC Roof Replacement Ph I	FY21
General	Gaming	Capital Projects	Capital Projects	33,300	Funding for CIP BM22-01 MAC Parking Lot Rehab Ph III	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	81,920	Funding for CIP PW20-24 Gifford Rd Recon Phase III	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	82,234	Funding for CIP CD21-01 Lake Manawa Power Center Entrance	FY21
Special Revenue	Local Options Sales Tax	Capital Projects	Capital Projects	1,117,893	Funding for CIP PW21-20 West Broadway Recon Seg V	FY21

Fund Transfers
Council Meeting: 09/13/2021

Transfer From		Transfer To				
Fund Category	Fund Name	Fund Category	Fund Name	Amount	Purpose	Effective FY
Special Revenue	Employee Benefits Levy	General	General - Employee Benefits	350,000	Fund Employee Benefits	FY22

Resolution 21-261

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

WHEREAS, the Administrative Code for the State of Iowa, Section 545-2, was revised as it relates to interfund transfers, effective April 17, 2019.

WHEREAS, the Administrative Code now requires all interfund transfers must be approved by Council resolution. A fund transfer resolution must be completed for all transfers between funds and must include the purpose for the transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is to be received, and the dollar amount of the transfer.

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

That the transfers identified are hereby approved and City Finance is authorized, empowered and directed to make the necessary transfers of said dollars between funds.

Adopted and Approved: September 13, 2021

Matthew J. Walsh, Mayor

Jodi Quakenbush, City Clerk

FY21 Annual Report



LETTER FROM THE DIRECTOR



The past year has been one of transition for the Council Bluffs Public Library. The library reopened our doors to the community in July 2020, reintroduced well-loved and missed resources and services, welcomed new leadership, established new community partnerships, and introduced new resources and programs. Library staff have worked hard to develop new services and provide needed resources, all while keeping the safety of our community at the forefront. Here are some notable highlights from the last year:

- Staff developed an opening plan to provide materials and technology access in a safe environment.
 - Youth, Teen, and Latinx program staff created a new way of providing programming through virtual story times and to-go kit programming.
 - Adult program staff adapted as many programs as possible to a hybrid format to allow for participation safely in person or virtually.
 - The Library of Things added bike repair tools through a grant from Park Tool and funding from the Friends of the Library. Additionally two new Discovery Passes were added for Durham Museum and Pottawattamie County Conservation.
 - Partnerships with Council Bluffs Chamber of Commerce, Council Bluffs Community School District, 712 Initiative, PACE, Raise me to Read, and City Parks and Recreation allowed the Library to provide workforce development training, community programming, and increased access to materials, services, and resources.
- Without the continued support from our community through visits to the library, attendance at programs, and utilization of our resources, we wouldn't be able to provide what we can. I want to "thank you" for the past year and I encourage you to reach out to let us know what you need. We are here for you!
- Thank you to the Council Bluffs City Council, Mayor Walsh, the Friends of the Council Bluffs Public Library, and the Council Bluffs Public Library Foundation for all of your support as the library has transitioned through this past year. I am excited for the road ahead in the coming year for what we will provide in our post-pandemic community.

LIBRARY BOARD OF TRUSTEES

Matt Garst, President
Buck Christensen, Vice President
Alison Smith, Secretary
Stacey Goodman
Cindi Keithley
Leo Martin
Nicole Juranek

CITY COUNCIL

Matt Walsh, Mayor
Joe DiSalvo
Chad Hannan
Melissa Head
Roger Sandau
Mike Wolf

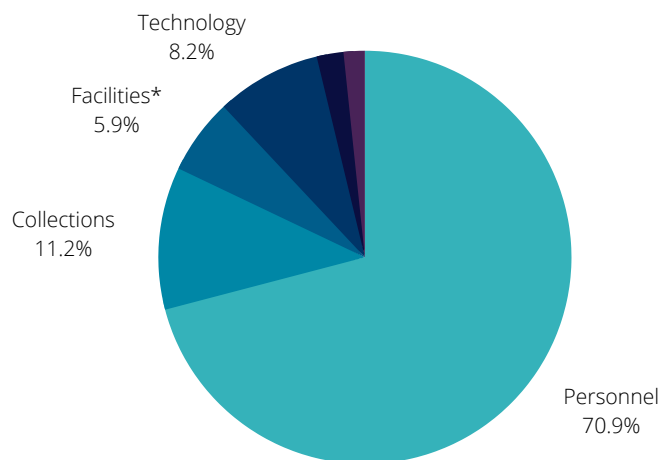
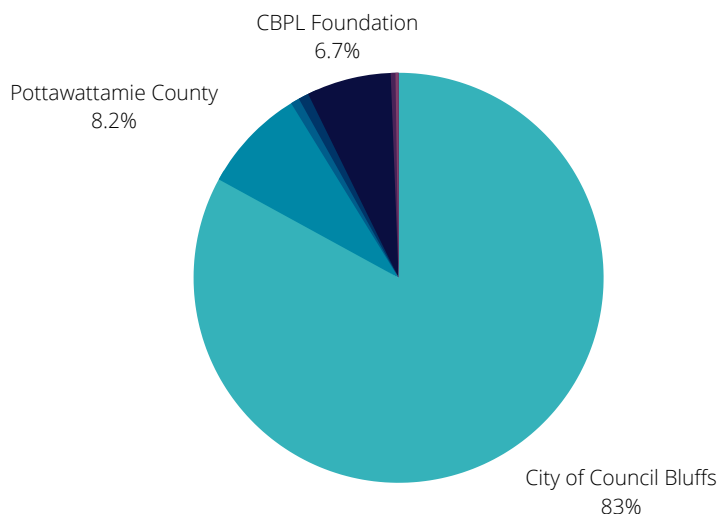
LEADERSHIP TEAM

Antonia Krupicka-Smith, Director
Andrew Bouska, Adult Services
Mary Carpenter, Support Services
Bailey Halbur, Circulation Services
Anna Hartmann, Youth Services
Katie Johnson, Office Administrator
Jamie Ruppert, Teen Services
Tom Ryan, Systems Administrator



YEAR BY THE NUMBERS

Revenue



Expenditures

*Many costs associated with the upkeep and repair of the Library property are reflected in the Building and Maintenance and Parks & Recreation Budgets. This is not a full representation of the facilities expenditures.

Collection Size	134,878
Items Added to the Collection	10,026
Items Borrowed	213,702
Downloaded Items	83,325
Homebound Items Delivered	3,727
Interlibrary Loan Items	2,054

Total Card Holders	41,477
New Card Registration	1,963
Visits	105,868

Program Attendance	4,649
Reference Questions	27,637

COVID RESPONSE #S

Story Time Video Reach	9,360
To-Go Kits Distributed	15,948
CBSD's Summer Lunches	7,959
Curbside Pick-Up	1,146



PROGRAM HIGHLIGHTS



SUMMER READING PROGRAM

The Summer Reading Program transitioned to an online format with the theme of Imagine your Story. Youth and Teen had 252 community members register and participate in the program that featured tracking minutes read and fun weekly challenges that included partnering with local businesses to use your imagination.



MOVIES IN THE PARK

Through a partnership with the 712 Initiative and the City Parks and Recreation department, we helped provide three movies in the park.

Two were held in the fall of 2020 in Kirn Park and Cochran Park and one was held in June of 2021 at Sunset Park. Over 450 community members enjoyed Goonies, Hocus Pocus, or Ninja Turtles 3 together safely.



LATINX PROGRAMS

Día, or Children's Day/Book Day, celebrates the importance of reading and literacy for children and families of all linguistic and cultural backgrounds. On May 1, crafts and bilingual books were given out for children of all ages, and throughout the day, staff engaged with 173 patrons.



POLLINATOR PALOOZA

After several months of planning and connecting with partners, we hosted a Pollinator Palooza on the sidewalk outside the library. All departments assisted with the program, which included activity and information tables from 7 local organizations, as well as a pollinator plant giveaway funded by the Library Foundation. Over 200 patrons attended the program and 40 flats of plants were given away to be planted throughout the community.



FRIENDS OF THE COUNCIL BLUFFS PUBLIC LIBRARY

"The Friends of the Council Bluffs Public Library enjoy supporting the Library and its many programs for the community. We raise funds through membership, our Annual Book Sale and our on-site Book Store that sells snacks, swag and, of course, books! We provide volunteers throughout the year to support these endeavors and other opportunities as requested by the Library. It is our pleasure to support a community treasure like the CBPL!"

Angela Barry
Friends Board President

The past year the Friends of the Council Bluffs Public Library provided funding for the following programs and resources:

- Staff Development and Professional Learning
- Summer Reading Program prizes
- Matching funds for the ParkTool bike repair kits
- Discovery Passes
- Public Movie Licensing

There are several ways to support the Friends of the Council Bluffs Public Library. To learn more about volunteering opportunities with the Friends visit councilbluffslibrary.org/friends/

Friends of the Library Board

Angela Barry, President
Dave Wise, Vice President
Anne Marfisi, Secretary
Eric Hamilton, Treasurer
Dixie Hendricks
Elizabeth Hunter
Jessica Johanns
Cindy Seaman
Emily Meador
Jordan Preston
Lorna Woods

COUNCIL BLUFFS PUBLIC LIBRARY FOUNDATION

Council Bluffs Public Library Foundation Board

John Nelson, President
Kathleen Pyper, Vice President
Brian Cady, Secretary
Francis Clark, Treasurer
James Campbell
Steve Krohn
Kathy Tisher
Ed Lynn
Jessica Rosenberg

"The Council Bluffs Library Foundation is the largest in Iowa and Nebraska; thanks to community support. It has provided and provides for innovative projects such as updating of computers, remodeling of the teen and children centers, speaker funding and enhancement of collections. "

John Nelson
Foundation Board President

The past year the Council Bluffs Library Foundation provided funding for the following programs and resources:

- Youth, Teen and Adult programs
- Remodel of the Youth Area
- Police presence in the Library
- Restoration of George Simmons personal Journal
- Updated Self-Checks for material checkout
- Additional research and language learning electronic resources

There are several ways to support the Council Bluffs Public Library Foundation. To learn more about giving back to your library through the Foundation visit councilbluffslibrary.org/support-my-library



The Council Bluffs Public Library enriches, informs and empowers our community.

VISION

The Council Bluffs Public Library is recognized as a primary community resource for educational support, self-directed learning, cultural development, advancing literacies, and building public prosperity and well-being.

VALUES

- Offers superior customer experiences.
- Encourages learning and discovery.
- Is inclusive and provides access to all.
- Cultivates collaboration and innovation.
- Believes in the freedom to know.
- Fosters a positive work environment.
- Provides wise stewardship of public resources.



Council Communication

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

June FY21 Financial Reports
ITEM 3.H.

Council Action: 9/13/2021

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Expenditures by Vendor	Other	9/2/2021
Expenditures by Amount	Other	9/2/2021
Receipts and Expenditures by Fund	Other	9/2/2021

CITY OF COUNCIL BLUFFS
EXPENDITURES
JUNE FY21
(\$'S)

VENDOR	AMOUNT	DESCRIPTION
2ND WIND EXERCISE EQUIPMENT INC	\$4,072.30	EQUIPMENT/PARTS
ABC ELECTRIC INC.	\$5,001.00	REPAIRS & MAINTENANCE
ACCO UNLIMITED CORP	\$1,098.80	SUPPLIES
ACUSHNET COMPANY	\$8,098.22	DODGE OPERATING EXPENSE
ADIDAS AMERICA INC	\$6,334.97	DODGE OPERATING EXPENSE
ADVANCED DATA PROCESSING, INC	\$7,116.32	AMBULANCE BILLING FEE
ADVANTAGE ARCHIVES LLC	\$2,030.00	SUBSCRIPTION
AGRILAND F S INC	\$348.25	SUPPLIES
AGRIVISION EQUIPMENT GROUP	\$1,620.72	EQUIPMENT/PARTS
AHLERS & COONEY P.C	\$5,841.61	LEGAL SERVICES
ALEGENT HEALTH-BERGAN MERCY HEALTH SYSTEM	\$237.00	MEDICAL SUPPLIES
ALVARADO UPHOLSTERING	\$825.00	REPAIRS & MAINTENANCE
AMERICAN BOILER COMPANY	\$11,510.00	REPAIRS & MAINTENANCE
AMERICAN NATIONAL BANK	\$148,166.00	BANK SERVICES
AMERICAN RESPONSE VEHICLES INC	\$627.94	EQUIPMENT/PARTS
AMERITAS LIFE INS CORP	\$38.82	DODGE OPERATING EXPENSE
AQUA-CHEM INCORPORATED	\$273.90	SUPPLIES
ARNOLD MOTOR SUPPLY, LLP	\$5,085.29	EQUIPMENT/PARTS
ARROW TOWING	\$5,699.00	TOWING/STORAGE/AUCTION
ASI SYSTEMS INC	\$80.25	RE GARAGE OPERATING EXPENSE
ATHLETICO EXCEL NEBRASKA LLC	\$35.00	PROFESSIONAL SVCS
B G PETERSON COMPANY	\$7,333.00	SUPPLIES
BAKER & TAYLOR INC	\$8,757.54	BOOKS/PERIODICALS/SUB
BARTON SOLVENTS INC	\$3,850.62	SUPPLIES
BASEBALL FANATICS LLC	\$4,500.00	PROFESSIONAL SVCS
BGNE INC.	\$436.89	SUPPLIES
BLACK & VEATCH CORPORATION	\$6,931.80	CONSULTANT
BLACK HILLS UTILITY HOLDINGS, INC.	\$18,662.34	NATURAL GAS
BLACKSTONE AUDIO INC	\$606.73	BOOKS/PERIODICALS/SUB
BLAKE S BATT	\$240.00	PROFESSIONAL SVCS
BLUFFS ELECTRIC INC	\$1,386.50	ELECTRICAL REPAIR
BLUFFS PAVING & UTILITY INC	\$73,205.43	CONSTRUCTION
BLUFFS TAXI & COURIER	\$1,071.75	TRANSIT SERVICES
BOBCAT OF OMAHA	\$2,458.23	EQUIPMENT/PARTS
BOFA	\$123.63	MAC OPERATING EXPENSE
BOKF N.A.	\$341,900.02	TIF REBATE
BOUND TO STAY BOUND BOOKS INC	\$271.35	BOOKS/PERIODICALS/SUB
BOUND TREE MEDICAL LLC	\$4,406.60	MEDICAL SUPPLIES
BRICK GENTRY P.C.	\$105.00	CONSULTANT
BRITTENY FERRIN	\$28,310.02	CONSULTANT
BRUCE SCHOMBURG	\$400.00	PROFESSIONAL SVCS
BRYAN ROCK PRODUCTS INC	\$13,300.59	SUPPLIES
BUCK'S LLC	\$671.11	VEHICLE WASH
C & J INDUSTRIAL SUPPLY	\$200.00	JANITORIAL SERVICE
CAESARS ENTERTAINMENT	\$1,015,992.39	MAC OPERATING EXPENSE
CAHOY PUMP SERVICE INC	\$720.00	DODGE OPERATING EXPENSE
CALGON CARBON CORPORATON	\$23,640.00	STREET MAINTENANCE SUPLS
CALLAWAY	\$3,158.21	DODGE OPERATING EXPENSE
CANON SOLUTIONS AMERICA INC	\$752.10	COPY/PRINTER MAINTANCE

CARLEY CONSTRUCTION LLC	\$100,841.87	CONSTRUCTION
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY	\$4,340.00	EQUIPMENT/PARTS
CART TRAC LLC	\$3,550.00	DODGE OPERATING EXPENSE
CBTZGJ ENTERPRISES	\$210.00	PROFESSIONAL SVCS
CENGAGE LEARNING INC	\$167.22	BOOKS/PERIODICALS/SUB
CENTER POINT LARGE PRINT	\$539.28	BOOKS/PERIODICALS/SUB
CENTURYLINK	\$742.67	TELEPHONE
CFI TIRE SERVICE	\$950.00	TIRE REPLACEMENT/REPAIR
CHAMPLIN TIRE RECYCLING INC	\$4,046.00	TIRE DISPOSAL
CHILD SUPPORT SERVICES DIVISION	\$514.32	PAYROLL RELATED
CITY OF COUNCIL BLUFFS-DEPENDENT	\$4,032.62	PAYROLL RELATED
CITY OF COUNCIL BLUFFS-FLEX	\$8,180.12	PAYROLL RELATED
CITY TREASURER	\$4,859.71	DODGE OPERATING EXPENSE
CIVICPLUS	\$383.55	HARDWARE/SOFTWARE
CLEAR TITLE & ABSTRACT LLC	\$195.00	PROFESSIONAL SVCS
CLEVELAND GOLF	\$1,290.81	DODGE OPERATING EXPENSE
COLLECTION SERVICES CENTER	\$8,347.83	PAYROLL RELATED
COMPASS UTILITY LLC	\$166,791.93	CONSTRUCTION
COMPUTER CABLE CONNECTION	\$330.00	HARDWARE/SOFTWARE
CONSOLIDATED ELECTRICAL DISTR, INC	\$1,999.55	SUPPLIES
CONSTRUCTION SUPPLY ACQUISITION PARENT LLC	\$1,455.36	SUPPLIES
CONTINENTAL ALARM & DETECTION CO	\$1,320.00	REPAIRS & MAINTENANCE
CONVERGEONE INC	\$15,123.69	HARDWARE/SOFTWARE
CORNHUSKER INTERNATIONAL TRUCKS	\$2,456.52	EQUIPMENT/PARTS
CORRPRO COMPANIES, INC.	\$2,681.47	REPAIRS & MAINTENANCE
COUNCIL BLUFFS AIRPORT AUTHORITY	\$7,254.90	AIRPORT AUTH TAX
COUNCIL BLUFFS SEPTIC SERVICES INC	\$392.00	PROFESSIONAL SVCS
COUNCIL BLUFFS WATER WORKS	\$10,793.41	WATER
COUNCIL BLUFFS WINSUPPLY	\$3,034.39	SUPPLIES
COX BUSINESS	\$126.18	DODGE OPERATING EXPENSE
COX BUSINESS SERVICES	\$277.41	RE GARAGE OPERATING EXPENSE
COX COMMUNICATION INC	\$17,565.86	PHONE/INTERNET SVC
CREDIT BUREAU OF COUNCIL BLUFFS, INC	\$115.00	PROFESSIONAL SVCS
CREDIT MANAGEMENT, LP	\$2,083.94	COLLECTION FEE
CSI/SSP INC	\$216.00	PRINTING/BINDING
CUMMINS INC	\$52.48	EQUIPMENT/PARTS
D & K PRODUCTS	\$2,940.55	SUPPLIES
D & S WELDING POWDER COATING & BLASTING	\$5,035.00	PROFESSIONAL SVCS
D&K PRODUCTS	\$26,355.10	DODGE OPERATING EXPENSE
DAILY NONPAREIL	\$1,173.72	ADVERTISEMENT
DALES TRASH SERVICE INC	\$4,037.00	RENTAL EXPS
DATA POWER TECHNOLOGY LLC	\$858.75	REPAIRS & MAINTENANCE
DAVID W WOODY	\$274.69	SUPPLIES
DAVIS EQUIPMENT CORPORATION	\$183.70	EQUIPMENT/PARTS
DD WEST BROADWAY LLC	\$47,569.00	TIF REBATE
DEPARTMENT OF MOTOR VEHICLES	\$50.00	FEES
DEX MEDIA, INC.	\$44.50	ADVERTISEMENT
DIAMOND MARKETING SOLUTIONS GROUP, INC.	\$12,525.80	POSTAGE & PRINTING
DIAMOND MOWERS INC	\$377.88	REPAIRS & MAINTENANCE
DIAMOND VOGEL INC	\$34,763.00	STREET MAINTENANCE SUPLS
DMG INC	\$460.50	ELECTRICAL REPAIR
DODGE BANK & CR CARD FEES	\$4,653.46	DODGE OPERATING EXPENSE
DODGE RIVERSIDE PAYROLL	\$61,855.19	DODGE OPERATING EXPENSE
DODGE RIVERSIDE SALES TAX	\$13,094.00	DODGE OPERATING EXPENSE
DOLL DISTRIBUTING	\$8,194.48	DODGE OPERATING EXPENSE
DONALD W MATHEWS	\$9,807.74	VEHICLE REPAIR
DONNA L TROUT	\$1,000.00	PROFESSIONAL SVCS

DRAKE-WILLIAMS STEEL INC	\$750.00	REPAIRS & MAINTENANCE
DRIVER PLUMBING LTD.	\$390.00	REPAIRS & MAINTENANCE
DYNAMIC BRANK	\$574.68	DODGE OPERATING EXPENSE
EBSCO INDUSTRIES, INC.	\$10,692.00	SUBSCRIPTION
ECHO GROUP	\$332.52	SUPPLIES
ECOSOLUTIONS INC	\$447.35	SUPPLIES
ECO-STORAGE INVESTMENTS INC	\$24,368.46	SOLID WASTE DISPOSAL
EDWARDS CHEVROLET-CADILLAC INC	\$1,960.29	EQUIPMENT/PARTS
EFTPS	\$654,603.31	PAYROLL RELATED
EHRHART GRIFFIN & ASSOCIATES INC	\$2,638.75	CONSULTANT
ELAVON INC	\$7,120.79	FEES
ELBA E CERA	\$50.00	PROFESSIONAL SVCS
ELDON TUCKER	\$10.00	REFUND
ELECTRIC PUMP	\$260.00	EQUIPMENT/PARTS
ELECTRONIC TECHNOLOGY INC	\$12,348.30	EQUIPMENT/PARTS
EMPLOYERS MUTUAL CASUALTY COMPANY	\$88,746.87	INSURANCE
ENGINEERING TECHNOLOGIES INC	\$3,000.00	CONSULTANT
ENTERPRISE FM TRUST	\$699.88	RENTAL EXPS
EOR IOWA LLC	\$6,708.00	CONTRACT AGREEMENT
ERRIN GUNDERSON	\$4,544.44	MOWING/GROUNDS MAINT
EXCHANGE BANK LEASING DIV	\$8,766.41	DODGE OPERATING EXPENSE
FACTORY MOTOR PARTS	\$1,451.31	EQUIPMENT/PARTS
FASTENAL COMPANY	\$83.80	SUPPLIES
FED EX	\$9.44	DODGE OPERATING EXPENSE
FELD FIRE	\$1,270.00	EQUIPMENT/PARTS
FELSBURG HOLT & ULLEVIG INC	\$6,508.76	PROFESSIONAL SVCS
FIRST NATIONAL BANK P CARDS	\$4,241.15	DODGE OPERATING EXPENSE
FIRST WIRELESS INC	\$332.24	EQUIPMENT/PARTS
FLEET US LLC	\$216.00	SUPPLIES
FORTE PAYMENT SYSTEMS INC	\$1,419.02	EQUIPMENT/PARTS
FOUNDERS SERIES LOCKTON CO LLC	\$4,323.81	DODGE OPERATING EXPENSE
FOX HOLDINGS, INC.	\$2,400.00	REPAIRS & MAINTENANCE
GENERAL FIRE & SAFETY EQUIPMENT COMPANY OF	\$413.20	EQUIPMENT/PARTS
GENERAL TRAFFIC CONTROLS INC	\$19,256.00	CONTRACT AGREEMENT
GENIE SERVICES LLC	\$600.00	PEST CONTROL
GFSI LLC	\$2,204.39	DODGE OPERATING EXPENSE
GREAT AMERICA FINANCIAL SERV	\$141.37	DODGE OPERATING EXPENSE
GREAT PLAINS UNIFORMS	\$54.50	UNIFORMS
GREATAMERICA FINANCIAL SERVICES CORP	\$302.74	LEASE
GRIBBLE BOLES STEWART & WITOSKY LLC	\$35,000.00	LEGAL CLAIM
GRP & ASSOCIATES	\$160.00	SUPPLIES
HARBIN CONSTRUCTION INC	\$17,476.20	CONSTRUCTION
HDR ENGINEERING INC	\$17,309.84	PROFESSIONAL SVCS
HEARTLAND CO-OP	\$445.00	FUEL
HEARTLAND DOCUMENT SERVICES INC.	\$1,289.00	JANITORIAL SERVICE
HEARTLAND PHOTOS AND DESIGN INC.	\$183.00	PROFESSIONAL SVCS
HEARTLAND TIRES & TREADS INC	\$1,804.98	TIRE REPLACEMENT/REPAIR
HENNINGSSEN CONSTRUCTION INC	\$4,509.88	CONSTRUCTION
HGM ASSOCIATES INC	\$134,017.42	CONSULTANT
HOLLAND & MCKEE LLC	\$6,284.19	TREE WORK
HUBER CHEVROLET CO INC	\$1,576.47	EQUIPMENT/PARTS
ICMA RETIREMENT TRUST - 457	\$14,936.03	PAYROLL RELATED
IMPACT7G INC	\$4,939.94	PROFESSIONAL SVCS
INTERSTATE POWERSYSTEMS	\$5,852.35	EQUIPMENT/PARTS
ION WAVE TECHNOLOGIES INC	\$15,695.00	HARDWARE/SOFTWARE
IOWA DEPARTMENT OF REVENUE	\$563.04	PAYROLL RELATED
IOWA DEPT OF ALCH BEV	\$2,028.00	MAC OPERATING EXPENSE

IOWA DEPT OF REVENUE	\$148,626.00	PAYROLL RELATED
IOWA DEPT OF REVENUE	\$2,433.00	MAC OPERATING EXPENSE
IOWA FINANCE AUTHORITY	\$302,917.50	LOAN PAYMENTS
IOWA LAW ENFORCEMENT ACADEMY	\$20,775.00	TRAINING
IOWA LEAGUE OF CITIES	\$15,168.00	FEES
IOWA PRISON INDUSTRIES	\$3,465.00	SUPPLIES
IOWA WASTE SERVICES HOLDINGS INC	\$881.38	SOLID WASTE DISPOSAL
IOWA WEST FOUNDATION	\$588,383.76	DEVLPMNT CONTRACT
IPERS	\$204,378.15	PAYROLL RELATED
IPFS CORPORATION	\$598.11	DODGE OPERATING EXPENSE
J&M GOLF	\$924.06	DODGE OPERATING EXPENSE
J.B. POINDEXTER & CO., INC.	\$133.76	EQUIPMENT/PARTS
JASON M WICHMAN	\$1,500.00	PROPERTY ACQUISITION
JASON PATRICK MARTIN	\$77.99	PROFESSIONAL SVCS
JEFFREY T KOUBA	\$110.85	PROFESSIONAL SVCS
JEO CONSULTING GROUP INC	\$16,448.75	CONSULTANT
JOHN J FLOERCHINGER	\$15,000.00	PROPERTY ACQUISITION
JONES AUTOMOTIVE	\$760.55	EQUIPMENT/PARTS
JONES BARRELL CO.	\$595.50	SUPPLIES
JOSIE QUEZADA	\$196.28	DODGE OPERATING EXPENSE
KARL CHEVROLET, INC.	\$25,037.60	VEHICLES
KAYS CUSTOMS LLC	\$10,080.00	SERVICE LABOR
KEYSTONE GLASS CO	\$1,530.00	RE GARAGE OPERATING EXPENSE
KONICA MINOLTA BUSINESS SOLUTIONS USA	\$812.00	LEASE
KRIHA FLUID POWER COMPANY INC.	\$226.68	EQUIPMENT/PARTS
KRONOS INCORPORATED	\$2,000.00	HARDWARE/SOFTWARE
KUSSMAUL ELECTRONICS LLC	\$694.95	SUPPLIES
LANDSCAPES GOLF MANAGEMENT	\$10,841.31	DODGE OPERATING EXPENSE
LAWSON PRODUCTS INC	\$1,897.89	SUPPLIES
LEGACY CB LLC	\$45,012.16	TIF REBATE
LG PLAYGROUND LLC	\$6,001.80	SUPPLIES
LINCOLN NATIONAL LIFE INS CO	\$271.40	DODGE OPERATING EXPENSE
LINDA M CONNER	\$750.00	CONSULTANT
LINHART CONSTRUCTION INC	\$17,567.25	CONTRACT AGREEMENT
LOGAN CONTRACTORS SUPPLY INC	\$2,478.09	SUPPLIES
LORETTA GOESCHEL	\$43.68	REIMB EMPLOYEE EXPENSE
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,960.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$280.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$4,450.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$1,250.00	PAYROLL RELATED
LYMAN RICHEY SAND & GRAVEL COMPANY	\$32,269.30	STREET MAINTENANCE SUPPLS
M & R WELDING	\$1,812.00	WELDING SUPPLIES/SERVICE
MACONN ENTERPRISES LLC	\$9,211.80	MOWING/GROUNDS MAINT
MACQUEEN EQUIPMENT, INC.	\$13,316.58	EQUIPMENT/PARTS
MARCO HOLDINGS, LLC	\$12,812.65	COPY/PRINTER MAINTANCE
MARK A WARNEKE	\$1,350.00	REPAIRS & MAINTENANCE
MARK E SIEH	\$2,501.00	SUPPLIES
MARK MICHALSKI	\$80.00	PROFESSIONAL SVCS
MARK WARNEKE	\$3,800.00	PROFESSIONAL SVCS
MARTIN RESOURCE MANAGEMENT	\$92.50	SUPPLIES
MARYLIN HEITMAN	\$600.00	DODGE OPERATING EXPENSE
MATHESON TRI GAS INC.	\$7,853.34	SUPPLIES
MAX I WALKER UNIFORM & APPAREL	\$810.80	UNIFORMS
MCCARTHY CONSTRUCTION INC	\$74,497.00	TIF REBATE
MCGINNIS CONSTRUCTION INC	\$42,500.00	CONSTRUCTION
MCMULLEN FORD INC	\$1,193.47	EQUIPMENT/PARTS
MECO-HENNE CONTRACTING INC	\$99,940.01	CONSTRUCTION

MELLEN & ASSOCIATES INC	\$10,468.00	EQUIPMENT/PARTS
MENARD INC.	\$1,614.39	SUPPLIES
METAL LOGOS & MORE	\$10,140.54	SUPPLIES
METROLIUS LLC	\$863.16	DODGE OPERATING EXPENSE
MFPRSI	\$702,205.59	PAYROLL RELATED
MICHAEL O'BRADOVICH	\$4,300.00	PROFESSIONAL SVCS
MID AMERICAN ENERGY CO	\$871.37	RE GARAGE OPERATING EXPENSE
MID IOWA SOLID WASTE EQUIPMENT CO INC	\$6,407.65	EQUIPMENT/PARTS
MID STATES BANK	\$94.36	MAC OPERATING EXPENSE
MID-AMERICA CLEANING SYSTEMS INC	\$603.84	EQUIPMENT/PARTS
MIDAMERICAN ENERGY COMPANY	\$98,844.24	ELECTRICITY
MIDLANDS HUMANE SOCIETY	\$10,328.17	CONTRACT AGREEMENT
MIDLANDS PRINTING & BUSINESS FORMS	\$2,367.76	PRINTING/BINDING
MIDSTATES BANK, NA	\$439.58	BANK SERVICES
MIDWEST GLASS	\$2,170.00	REPAIRS & MAINTENANCE
MIDWEST MEDICAL & SAFETY INC	\$519.75	MEDICAL SUPPLIES
MIDWEST RESEARCH & SETTLEMENT SERVICES, INC.	\$100.00	PROFESSIONAL SVCS
MIDWEST TAPE, LLC	\$5,305.91	DVD/AUDIO/CD
MIDWEST TURF & IRRIGATION	\$2,425.24	EQUIPMENT/PARTS
MIDWEST TURF & IRRIGATION	\$348.77	DODGE OPERATING EXPENSE
MILLARD SPRINKLER	\$140.44	RE GARAGE OPERATING EXPENSE
MILLS COUNTY SHERIFF'S DEPARTMENT	\$4,877.10	GRANT REIMBURSEMENT
MIZUNO USA INC	\$1,862.56	DODGE OPERATING EXPENSE
MULHALLS NURSERY, INC.	\$27,995.00	LANDSCAPING SUPPLIES
MUTUAL OF OMAHA	\$44.80	DODGE OPERATING EXPENSE
NAPA AUTO PARTS	\$3,839.57	EQUIPMENT/PARTS
NATIONAL CONCRETE CUTTING INC	\$1,373.34	REPAIRS & MAINTENANCE
NATIONWIDE RETIREMENT SOLUTIONS INC	\$67,663.06	PAYROLL RELATED
NEBRASKA AIR FILTER INC	\$1,479.96	SUPPLIES
NEBRASKA CHILD SUPPORT PAYMENT CTR	\$496.62	PAYROLL RELATED
NEW VISIONS HOMELESS SERVICES	\$7,645.57	GRANT REIMBURSEMENT
NMC INC.	\$1,120.00	EQUIPMENT/PARTS
NODDLE SERVICES LLC	\$4,873.25	RE GARAGE OPERATING EXPENSE
OCLC INC	\$1,255.86	SUBSCRIPTION
ODEYS INC	\$1,072.00	EQUIPMENT/PARTS
OLSSON INC.	\$7,000.00	CONSULTANT
OMAHA DOOR & WINDOW CO INC	\$1,249.30	REPAIRS & MAINTENANCE
OMAHA TRUCK CENTER COMPANY INC.	\$1,011.29	EQUIPMENT/PARTS
OMNI ENGINEERING	\$3,262.21	STREET MAINTENANCE SUPLS
ONE SOURCE THE BACKGROUND CHECK COMPANY	\$1,024.00	CONSULTANT
OPTIMUM DATA INC	\$1,700.00	HARDWARE/SOFTWARE
O'REILLY AUTOMOTIVE INC	\$82.59	EQUIPMENT/PARTS
OVERDRIVE INC	\$2,807.55	BOOKS/PERIODICALS/SUB
PARAMOUNT GAS PRODUCTS LLC	\$2,350.00	SAFETY EQUIP & MAINTENANCE
PARAMOUNT LINEN & UNIFORMS	\$701.25	DODGE OPERATING EXPENSE
PASSPORT LABS INC	\$2,250.40	PARKING FEES
PAYROLL	\$2,493,315.60	CITY EMPLOYEE PAYROLL
PAYROLL	\$61,122.85	MAC OPERATING EXPENSE
PEPSI BEVERAGE CO	\$2,191.22	DODGE OPERATING EXPENSE
PETERSON CONTRACTORS INC	\$488,942.20	CONSTRUCTION
PITNEY BOWES INC.	\$3,500.00	POSTAGE & PRINTING
PORTABLE COMPUTER SYSTEMS INC	\$9,900.00	HARDWARE/SOFTWARE
POTTAWATTAMIE COUNTY DEVELOPMENT	\$24,500.50	TIF REBATE
POTTAWATTAMIE COUNTY SHERIFF	\$11,135.00	INMATE COST
POTTAWATTAMIE COUNTY TREASURER	\$30,440.77	FEES
PREMIER GLAZER'S BEVS	\$5,082.20	DODGE OPERATING EXPENSE
PRIME COMMUNICATIONS INC	\$572.45	RE GARAGE OPERATING EXPENSE

PROACTIVE SPORTS GROUP	\$900.00	DODGE OPERATING EXPENSE
PURITAN MANUFACTURING INCORPORATED	\$3,012.00	SUPPLIES
RELiance STANDARD LIFE INSURANCE CO	\$19,841.31	PAYROLL RELATED
REVOLUTION WRAPS LLC	\$14,374.95	ADVERTISEMENT
RICOH USA INC	\$53.43	LEASE
RIVER PARK APARTMENTS LLC	\$107,408.50	TIF REBATE
RIVERS EDGE APARTMENTS LLC	\$71,950.00	TIF REBATE
RIVER'S EDGE BANK FEES	\$50.00	RE GARAGE OPERATING EXPENSE
RIVERS EDGE ONE LLC	\$112,017.50	TIF REBATE
RIVER'S EDGE PARKING LLC	\$775,369.00	LEASE
ROBERT ADKINS JR AND LINDA ADKINS	\$13,650.00	REIMBURSEMENT
ROBERT FLEECE	\$107.50	REFUND
ROBERT PRACHT	\$1,008.00	PROFESSIONAL SVCS
RODNEY A KERKMAN	\$2,815.00	REFUND
ROLLINS INC	\$1,382.40	CONTRACT AGREEMENT
RPL UTILITY LLC	\$1,337,494.59	CONSTRUCTION
RTG BUILDING SERVICES INC	\$19,147.33	JANITORIAL SERVICE
SAFETY GUARD INC	\$3,271.00	REPAIRS & MAINTENANCE
SAPP BROTHERS INC	\$52,174.29	FUEL
SCALES SALES & SERVICE LLC	\$297.50	EQUIPMENT/PARTS
SCHINDLER ELEVATOR CORPORATION	\$361.48	REPAIRS & MAINTENANCE
SCOTT SIBBERNSEN	\$220.42	DODGE OPERATING EXPENSE
SDI SPORTSWEAR	\$299.78	DODGE OPERATING EXPENSE
SECURITY EQUIPMENT INCORPORATED	\$3,369.78	ALARM SECURITY
SECURITY NATIONAL BANK OF OMAHA	\$5,377.50	BANK SERVICES
SHERBONDY'S GARDEN CENTER	\$3,185.00	LANDSCAPING SUPPLIES
SHERWIN WILLIAMS	\$252.95	SUPPLIES
SNYDER & ASSOCIATES INC	\$59,781.79	CONSULTANT
SOIL DYNAMICS COMPOSTING FARM INC	\$247.00	PROFESSIONAL SVCS
SOUTHWEST IOWA PLANNING COUNCIL	\$25,894.92	TRANSIT SERVICES
SPRINT SOLUTIONS INC	\$57.70	CELL PHONE
ST LUKE'S HEALTH RESOURCES	\$181.00	CONSULTANT
STEARNS CONRAD AND SCHMIDT	\$18,124.88	CONSULTANT
STEPP MANUFACTURING CO INC	\$103.31	EQUIPMENT/PARTS
STYKER SALES CORPORATION	\$8,265.15	EQUIPMENT/PARTS
SUEZ WTS SERVICES USA INC	\$15,990.00	EQUIPMENT/PARTS
SUSPENSION SHOP INC	\$501.78	EQUIPMENT/PARTS
SWAGIT PRODUCTIONS LLC	\$1,375.00	PROFESSIONAL SVCS
SWANK MOTION PICTURES INC	\$1,068.00	FEES
SYSCO LINCOLN	\$10,544.47	DODGE OPERATING EXPENSE
TED'S MOWER SALES & SERVICE INC	\$2,643.66	EQUIPMENT/PARTS
THE ABY MANUFACTURING GROUP INC	\$187.50	SUPPLIES
THE CHARLES MACHINE WORKS INC	\$4,369.59	EQUIPMENT/PARTS
THE DAVEY TREE EXPERT COMPANY	\$5,187.50	TREE WORK
THE SCOTTS MIRACLE-GRO COMPANY	\$17,480.72	SERVICE LABOR
THE WALMAN OPTICAL COMPANY	\$466.00	SAFETY EQUIP & MAINTENANCE
THERMAL SERVICES	\$551.00	REPAIRS & MAINTENANCE
THOMAS FIDONE	\$30.00	REIMB EMPLOYEE EXPENSE
THYSSENKRUPP ELEVATOR CORP	\$184.04	RE GARAGE OPERATING EXPENSE
TK ELEVATOR CORPORATION	\$354.00	PROFESSIONAL SVCS
TNEMEC COMPANY INC	\$220.40	SUPPLIES
TOYNE INC	\$4,214.50	EQUIPMENT/PARTS
TRAFFIC CONTROL CORP	\$10,980.00	EQUIPMENT/PARTS
TRANSIT AUTHORITY OF THE CITY OF OMAHA	\$83,779.00	BUS SERVICE
TREASURER STATE OF IOWA/SALES TAX	\$30,988.00	SALES TAX
TRINITY LOGISTICS CORP	\$540.25	EQUIPMENT/PARTS
TS DEVELOPMENT LLC	\$11,475.00	DEVLPMNT CONTRACT

TUMBLEWEED PRESS INC	\$799.00	SUBSCRIPTION
TWO RIVERS INSURANCE COMPANY, INC.	\$1,861,108.47	EMPLOYEE INSURANCE
U.S. VENTURE, INC.	\$2,615.76	EQUIPMENT/PARTS
ULTIMATE SAFETY CONCEPTS INC	\$534.34	SAFETY EQUIP & MAINTENANCE
UMB BANK N.A.	\$2,400.00	BOND PAYMENT
UMR	\$764.67	DODGE OPERATING EXPENSE
UNDERGROUND LOCATION COMPANY	\$1,257.50	PROFESSIONAL SVCS
UNION BANK & TRUST	\$9.00	DODGE OPERATING EXPENSE
UNITED PARCEL SERVICE	\$27.78	FREIGHT/POSTAGE
UNIVERSITY OF IOWA	\$110.00	PROFESSIONAL SVCS
UNIVERSITY OF NEBRASKA AT OMAHA	\$165.00	TRAINING
US BANK	\$222,305.50	CREDIT CARD PURCHASES
VALLEY CORPORATION	\$22,722.39	CONSTRUCTION
VERIZON WIRELESS SERVICES LLC	\$7,597.72	CELL PHONE
VERMEER SALES & SERVICE INC	\$607.34	EQUIPMENT/PARTS
VIKING AUTOMATIC SPRINKLER COMPANY	\$3,037.73	RE GARAGE OPERATING EXPENSE
VISION INDUSTRIAL SALES INC	\$444.36	SUPPLIES
VOICE & DATA SYSTEMS INC	\$228.00	TELEPHONE
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	\$8,140.00	PAYROLL RELATED
VULCAN INDUSTRIES INCORPORATED	\$1,348.00	SUPPLIES
W S BUNCH CO	\$7,395.00	REPAIRS & MAINTENANCE
W.W. GRAINGER, INC.	\$2,843.20	EQUIPMENT/PARTS
WAL-MART REAL ESTATE BUSINESS TRUST	\$412,037.93	TIF REBATE
WANITA E PRINTY-ZIKA	\$78.75	CONSULTANT
WASTE CONNECTIONS OF IOWA	\$307,149.69	HOUSEHOLD TRASH
WASTE CONNECTIONS OF IOWA	\$267.00	DODGE OPERATING EXPENSE
WATER ENGINEERING INC	\$509.14	MOWING/GROUNDS MAINT
WEST PUBLISHING CORPORATION	\$905.01	SUBSCRIPTION
WESTERN ENGINEERING COMPANY INC	\$134,884.51	CONSTRUCTION
WINDSTREAM CORPORATION	\$2,500.00	TELEPHONE
WOODHOUSE FORD CHRYLSEY INC	\$3,662.93	EQUIPMENT/PARTS
YAMAHA MOTOR FINANCE	\$652.24	DODGE OPERATING EXPENSE
YANT EQUIPMENT	\$435.03	REPAIRS & MAINTENANCE
YMCA OF GREATER OMAHA	\$510.00	DUES/MEMBERSHIP
ZECHARIAH JAMES BLACKBURN	\$150.00	PROFESSIONAL SVCS
ZIMCO SUPPLY CO	\$6,530.00	DODGE OPERATING EXPENSE
TOTAL	\$15,313,765.60	

CITY OF COUNCIL BLUFFS
EXPENDITURES
JUNE FY21
(\$'S)

VENDOR	AMOUNT	DESCRIPTION
PAYROLL	\$2,493,315.60	CITY EMPLOYEE PAYROLL
TWO RIVERS INSURANCE COMPANY, INC.	\$1,861,108.47	EMPLOYEE INSURANCE
RPL UTILITY LLC	\$1,337,494.59	CONSTRUCTION
CAESARS ENTERTAINMENT	\$1,015,992.39	MAC OPERATING EXPENSE
RIVER'S EDGE PARKING LLC	\$775,369.00	LEASE
MFPRSI	\$702,205.59	PAYROLL RELATED
EFTPS	\$654,603.31	PAYROLL RELATED
IOWA WEST FOUNDATION	\$588,383.76	DEVLPMNT CONTRACT
PETERSON CONTRACTORS INC	\$488,942.20	CONSTRUCTION
WAL-MART REAL ESTATE BUSINESS TRUST	\$412,037.93	TIF REBATE
BOKF N.A.	\$341,900.02	TIF REBATE
WASTE CONNECTIONS OF IOWA	\$307,149.69	HOUSEHOLD TRASH
IOWA FINANCE AUTHORITY	\$302,917.50	LOAN PAYMENTS
US BANK	\$222,305.50	CREDIT CARD PURCHASES
IPERS	\$204,378.15	PAYROLL RELATED
COMPASS UTILITY LLC	\$166,791.93	CONSTRUCTION
IOWA DEPT OF REVENUE	\$148,626.00	PAYROLL RELATED
AMERICAN NATIONAL BANK	\$148,166.00	BANK SERVICES
WESTERN ENGINEERING COMPANY INC	\$134,884.51	CONSTRUCTION
HGM ASSOCIATES INC	\$134,017.42	CONSULTANT
RIVERS EDGE ONE LLC	\$112,017.50	TIF REBATE
RIVER PARK APARTMENTS LLC	\$107,408.50	TIF REBATE
CARLEY CONSTRUCTION LLC	\$100,841.87	CONSTRUCTION
MECO-HENNE CONTRACTING INC	\$99,940.01	CONSTRUCTION
MIDAMERICAN ENERGY COMPANY	\$98,844.24	ELECTRICITY
EMPLOYERS MUTUAL CASUALTY COMPANY	\$88,746.87	INSURANCE
TRANSIT AUTHORITY OF THE CITY OF OMAHA	\$83,779.00	BUS SERVICE
MCCARTHY CONSTRUCTION INC	\$74,497.00	TIF REBATE
BLUFFS PAVING & UTILITY INC	\$73,205.43	CONSTRUCTION
RIVERS EDGE APARTMENTS LLC	\$71,950.00	TIF REBATE
NATIONWIDE RETIREMENT SOLUTIONS INC	\$67,663.06	PAYROLL RELATED
DODGE RIVERSIDE PAYROLL	\$61,855.19	DODGE OPERATING EXPENSE
PAYROLL	\$61,122.85	MAC OPERATING EXPENSE
SNYDER & ASSOCIATES INC	\$59,781.79	CONSULTANT
SAPP BROTHERS INC	\$52,174.29	FUEL
DD WEST BROADWAY LLC	\$47,569.00	TIF REBATE
LEGACY CB LLC	\$45,012.16	TIF REBATE
MCGINNIS CONSTRUCTION INC	\$42,500.00	CONSTRUCTION
GRIBBLE BOLES STEWART & WITOSKY LLC	\$35,000.00	LEGAL CLAIM
DIAMOND VOGEL INC	\$34,763.00	STREET MAINTENANCE SUPLS
LYMAN RICHEY SAND & GRAVEL COMPANY	\$32,269.30	STREET MAINTENANCE SUPLS
TREASURER STATE OF IOWA/SALES TAX	\$30,988.00	SALES TAX
POTTAWATTAMIE COUNTY TREASURER	\$30,440.77	FEES
BRITTENY FERRIN	\$28,310.02	CONSULTANT
MULHALLS NURSERY, INC.	\$27,995.00	LANDSCAPING SUPPLIES
D&K PRODUCTS	\$26,355.10	DODGE OPERATING EXPENSE
SOUTHWEST IOWA PLANNING COUNCIL	\$25,894.92	TRANSIT SERVICES
KARL CHEVROLET, INC.	\$25,037.60	VEHICLES
POTTAWATTAMIE COUNTY DEVELOPMENT	\$24,500.50	TIF REBATE

ECO-STORAGE INVESTMENTS INC	\$24,368.46	SOLID WASTE DISPOSAL
CALGON CARBON CORPORATON	\$23,640.00	STREET MAINTENANCE SUPLS
VALLEY CORPORATION	\$22,722.39	CONSTRUCTION
IOWA LAW ENFORCEMENT ACADEMY	\$20,775.00	TRAINING
RELiance STANDARD LIFE INSURANCE CO	\$19,841.31	PAYROLL RELATED
GENERAL TRAFFIC CONTROLS INC	\$19,256.00	CONTRACT AGREEMENT
RTG BUILDING SERVICES INC	\$19,147.33	JANITORIAL SERVICE
BLACK HILLS UTILITY HOLDINGS, INC.	\$18,662.34	NATURAL GAS
STEARNS CONRAD AND SCHMIDT	\$18,124.88	CONSULTANT
LINHART CONSTRUCTION INC	\$17,567.25	CONTRACT AGREEMENT
COX COMMUNICATION INC	\$17,565.86	PHONE/INTERNET SVC
THE SCOTTS MIRACLE-GRO COMPANY	\$17,480.72	SERVICE LABOR
HARBIN CONSTRUCTION INC	\$17,476.20	CONSTRUCTION
HDR ENGINEERING INC	\$17,309.84	PROFESSIONAL SVCS
JEO CONSULTING GROUP INC	\$16,448.75	CONSULTANT
SUEZ WTS SERVICES USA INC	\$15,990.00	EQUIPMENT/PARTS
ION WAVE TECHNOLOGIES INC	\$15,695.00	HARDWARE/SOFTWARE
IOWA LEAGUE OF CITIES	\$15,168.00	FEES
CONVERGEONE INC	\$15,123.69	HARDWARE/SOFTWARE
JOHN J FLOERCHINGER	\$15,000.00	PROPERTY ACQUISITION
ICMA RETIREMENT TRUST - 457	\$14,936.03	PAYROLL RELATED
REVOLUTION WRAPS LLC	\$14,374.95	ADVERTISEMENT
ROBERT ADKINS JR AND LINDA ADKINS	\$13,650.00	REIMBURSEMENT
MACQUEEN EQUIPMENT, INC.	\$13,316.58	EQUIPMENT/PARTS
BRYAN ROCK PRODUCTS INC	\$13,300.59	SUPPLIES
DODGE RIVERSIDE SALES TAX	\$13,094.00	DODGE OPERATING EXPENSE
MARCO HOLDINGS, LLC	\$12,812.65	COPY/PRINTER MAINTANCE
DIAMOND MARKETING SOLUTIONS GROUP, INC.	\$12,525.80	POSTAGE & PRINTING
ELECTRONIC TECHNOLOGY INC	\$12,348.30	EQUIPMENT/PARTS
AMERICAN BOILER COMPANY	\$11,510.00	REPAIRS & MAINTENANCE
TS DEVELOPMENT LLC	\$11,475.00	DEVLPMNT CONTRACT
POTTAWATTAMIE COUNTY SHERIFF	\$11,135.00	INMATE COST
TRAFFIC CONTROL CORP	\$10,980.00	EQUIPMENT/PARTS
LANDSCAPES GOLF MANAGEMENT	\$10,841.31	DODGE OPERATING EXPENSE
COUNCIL BLUFFS WATER WORKS	\$10,793.41	WATER
EBSCO INDUSTRIES, INC.	\$10,692.00	SUBSCRIPTION
SYSCO LINCOLN	\$10,544.47	DODGE OPERATING EXPENSE
MELLEN & ASSOCIATES INC	\$10,468.00	EQUIPMENT/PARTS
MIDLANDS HUMANE SOCIETY	\$10,328.17	CONTRACT AGREEMENT
METAL LOGOS & MORE	\$10,140.54	SUPPLIES
KAYS CUSTOMS LLC	\$10,080.00	SERVICE LABOR
PORTABLE COMPUTER SYSTEMS INC	\$9,900.00	HARDWARE/SOFTWARE
DONALD W MATHEWS	\$9,807.74	VEHICLE REPAIR
MACONN ENTERPRISES LLC	\$9,211.80	MOWING/GROUNDS MAINT
EXCHANGE BANK LEASING DIV	\$8,766.41	DODGE OPERATING EXPENSE
BAKER & TAYLOR INC	\$8,757.54	BOOKS/PERIODICALS/SUB
COLLECTION SERVICES CENTER	\$8,347.83	PAYROLL RELATED
STYKER SALES CORPORATION	\$8,265.15	EQUIPMENT/PARTS
DOLL DISTRIBUTING	\$8,194.48	DODGE OPERATING EXPENSE
CITY OF COUNCIL BLUFFS-FLEX	\$8,180.12	PAYROLL RELATED
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	\$8,140.00	PAYROLL RELATED
ACUSHNET COMPANY	\$8,098.22	DODGE OPERATING EXPENSE
MATHESON TRI GAS INC.	\$7,853.34	SUPPLIES
NEW VISIONS HOMELESS SERVICES	\$7,645.57	GRANT REIMBURSEMENT
VERIZON WIRELESS SERVICES LLC	\$7,597.72	CELL PHONE
W S BUNCH CO	\$7,395.00	REPAIRS & MAINTENANCE
B G PETERSON COMPANY	\$7,333.00	SUPPLIES

COUNCIL BLUFFS AIRPORT AUTHORITY	\$7,254.90	AIRPORT AUTH TAX
ELAVON INC	\$7,120.79	FEES
ADVANCED DATA PROCESSING, INC	\$7,116.32	AMBULANCE BILLING FEE
OLSSON INC.	\$7,000.00	CONSULTANT
BLACK & VEATCH CORPORATION	\$6,931.80	CONSULTANT
EOR IOWA LLC	\$6,708.00	CONTRACT AGREEMENT
ZIMCO SUPPLY CO	\$6,530.00	DODGE OPERATING EXPENSE
FELSBURG HOLT & ULLEVIG INC	\$6,508.76	PROFESSIONAL SVCS
MID IOWA SOLID WASTE EQUIPMENT CO INC	\$6,407.65	EQUIPMENT/PARTS
ADIDAS AMERICA INC	\$6,334.97	DODGE OPERATING EXPENSE
HOLLAND & MCKEE LLC	\$6,284.19	TREE WORK
LG PLAYGROUND LLC	\$6,001.80	SUPPLIES
INTERSTATE POWERSYSTEMS	\$5,852.35	EQUIPMENT/PARTS
AHLERS & COONEY P.C	\$5,841.61	LEGAL SERVICES
ARROW TOWING	\$5,699.00	TOWING/STORAGE/AUCTION
SECURITY NATIONAL BANK OF OMAHA	\$5,377.50	BANK SERVICES
MIDWEST TAPE, LLC	\$5,305.91	DVD/AUDIO/CD
THE DAVEY TREE EXPERT COMPANY	\$5,187.50	TREE WORK
ARNOLD MOTOR SUPPLY, LLP	\$5,085.29	EQUIPMENT/PARTS
PREMIER GLAZER'S BEVS	\$5,082.20	DODGE OPERATING EXPENSE
D & S WELDING POWDER COATING & BLASTING	\$5,035.00	PROFESSIONAL SVCS
ABC ELECTRIC INC.	\$5,001.00	REPAIRS & MAINTENANCE
IMPACT7G INC	\$4,939.94	PROFESSIONAL SVCS
MILLS COUNTY SHERIFF'S DEPARTMENT	\$4,877.10	GRANT REIMBURSEMENT
NODDLE SERVICES LLC	\$4,873.25	RE GARAGE OPERATING EXPENSE
CITY TREASURER	\$4,859.71	DODGE OPERATING EXPENSE
DODGE BANK & CR CARD FEES	\$4,653.46	DODGE OPERATING EXPENSE
ERRIN GUNDERSON	\$4,544.44	MOWING/GROUNDS MAINT
HENNINGSEN CONSTRUCTION INC	\$4,509.88	CONSTRUCTION
BASEBALL FANATICS LLC	\$4,500.00	PROFESSIONAL SVCS
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$4,450.00	PAYROLL RELATED
BOUND TREE MEDICAL LLC	\$4,406.60	MEDICAL SUPPLIES
THE CHARLES MACHINE WORKS INC	\$4,369.59	EQUIPMENT/PARTS
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY	\$4,340.00	EQUIPMENT/PARTS
FOUNDERS SERIES LOCKTON CO LLC	\$4,323.81	DODGE OPERATING EXPENSE
MICHAEL O'BRADOVICH	\$4,300.00	PROFESSIONAL SVCS
FIRST NATIONAL BANK P CARDS	\$4,241.15	DODGE OPERATING EXPENSE
TOYNE INC	\$4,214.50	EQUIPMENT/PARTS
2ND WIND EXERCISE EQUIPMENT INC	\$4,072.30	EQUIPMENT/PARTS
CHAMPLIN TIRE RECYCLING INC	\$4,046.00	TIRE DISPOSAL
DALES TRASH SERVICE INC	\$4,037.00	RENTAL EXPS
CITY OF COUNCIL BLUFFS-DEPENDENT	\$4,032.62	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,960.00	PAYROLL RELATED
BARTON SOLVENTS INC	\$3,850.62	SUPPLIES
NAPA AUTO PARTS	\$3,839.57	EQUIPMENT/PARTS
MARK WARNEKE	\$3,800.00	PROFESSIONAL SVCS
WOODHOUSE FORD CHRYSLER INC	\$3,662.93	EQUIPMENT/PARTS
CART TRAC LLC	\$3,550.00	DODGE OPERATING EXPENSE
PITNEY BOWES INC.	\$3,500.00	POSTAGE & PRINTING
IOWA PRISON INDUSTRIES	\$3,465.00	SUPPLIES
SECURITY EQUIPMENT INCORPORATED	\$3,369.78	ALARM SECURITY
SAFETY GUARD INC	\$3,271.00	REPAIRS & MAINTENANCE
OMNI ENGINEERING	\$3,262.21	STREET MAINTENANCE SUPPLS
SHERBONDY'S GARDEN CENTER	\$3,185.00	LANDSCAPING SUPPLIES
CALLAWAY	\$3,158.21	DODGE OPERATING EXPENSE
VIKING AUTOMATIC SPRINKLER COMPANY	\$3,037.73	RE GARAGE OPERATING EXPENSE
COUNCIL BLUFFS WINSUPPLY	\$3,034.39	SUPPLIES

PURITAN MANUFACTURING INCORPORATED	\$3,012.00	SUPPLIES
ENGINEERING TECHNOLOGIES INC	\$3,000.00	CONSULTANT
D & K PRODUCTS	\$2,940.55	SUPPLIES
W.W. GRAINGER, INC.	\$2,843.20	EQUIPMENT/PARTS
RODNEY A KERKMAN	\$2,815.00	REFUND
OVERDRIVE INC	\$2,807.55	BOOKS/PERIODICALS/SUB
CORRPRO COMPANIES, INC.	\$2,681.47	REPAIRS & MAINTENANCE
TED'S MOWER SALES & SERVICE INC	\$2,643.66	EQUIPMENT/PARTS
EHRHART GRIFFIN & ASSOCIATES INC	\$2,638.75	CONSULTANT
U.S. VENTURE, INC.	\$2,615.76	EQUIPMENT/PARTS
MARK E SIEH	\$2,501.00	SUPPLIES
WINDSTREAM CORPORATION	\$2,500.00	TELEPHONE
LOGAN CONTRACTORS SUPPLY INC	\$2,478.09	SUPPLIES
BOBCAT OF OMAHA	\$2,458.23	EQUIPMENT/PARTS
CORNHUSKER INTERNATIONAL TRUCKS	\$2,456.52	EQUIPMENT/PARTS
IOWA DEPT OF REVENUE	\$2,433.00	MAC OPERATING EXPENSE
MIDWEST TURF & IRRIGATION	\$2,425.24	EQUIPMENT/PARTS
FOX HOLDINGS, INC.	\$2,400.00	REPAIRS & MAINTENANCE
UMB BANK N.A.	\$2,400.00	BOND PAYMENT
MIDLANDS PRINTING & BUSINESS FORMS	\$2,367.76	PRINTING/BINDING
PARAMOUNT GAS PRODUCTS LLC	\$2,350.00	SAFETY EQUIP & MAINTENANCE
PASSPORT LABS INC	\$2,250.40	PARKING FEES
GFSI LLC	\$2,204.39	DODGE OPERATING EXPENSE
PEPSI BEVERAGE CO	\$2,191.22	DODGE OPERATING EXPENSE
MIDWEST GLASS	\$2,170.00	REPAIRS & MAINTENANCE
CREDIT MANAGEMENT, LP	\$2,083.94	COLLECTION FEE
ADVANTAGE ARCHIVES LLC	\$2,030.00	SUBSCRIPTION
IOWA DEPT OF ALCH BEV	\$2,028.00	MAC OPERATING EXPENSE
KRONOS INCORPORATED	\$2,000.00	HARDWARE/SOFTWARE
CONSOLIDATED ELECTRICAL DISTR, INC	\$1,999.55	SUPPLIES
EDWARDS CHEVROLET-CADILLAC INC	\$1,960.29	EQUIPMENT/PARTS
LAWSON PRODUCTS INC	\$1,897.89	SUPPLIES
MIZUNO USA INC	\$1,862.56	DODGE OPERATING EXPENSE
M & R WELDING	\$1,812.00	WELDING SUPPLIES/SERVICE
HEARTLAND TIRES & TREADS INC	\$1,804.98	TIRE REPLACEMENT/REPAIR
OPTIMUM DATA INC	\$1,700.00	HARDWARE/SOFTWARE
AGRIVISION EQUIPMENT GROUP	\$1,620.72	EQUIPMENT/PARTS
MENARD INC.	\$1,614.39	SUPPLIES
HUBER CHEVROLET CO INC	\$1,576.47	EQUIPMENT/PARTS
KEYSTONE GLASS CO	\$1,530.00	RE GARAGE OPERATING EXPENSE
JASON M WICHMAN	\$1,500.00	PROPERTY ACQUISITION
NEBRASKA AIR FILTER INC	\$1,479.96	SUPPLIES
CONSTRUCTION SUPPLY ACQUISITION PARENT LLC	\$1,455.36	SUPPLIES
FACTORY MOTOR PARTS	\$1,451.31	EQUIPMENT/PARTS
FORTE PAYMENT SYSTEMS INC	\$1,419.02	EQUIPMENT/PARTS
BLUFFS ELECTRIC INC	\$1,386.50	ELECTRICAL REPAIR
ROLLINS INC	\$1,382.40	CONTRACT AGREEMENT
SWAGIT PRODUCTIONS LLC	\$1,375.00	PROFESSIONAL SVCS
NATIONAL CONCRETE CUTTING INC	\$1,373.34	REPAIRS & MAINTENANCE
MARK A WARNEKE	\$1,350.00	REPAIRS & MAINTENANCE
VULCAN INDUSTRIES INCORPORATED	\$1,348.00	SUPPLIES
CONTINENTAL ALARM & DETECTION CO	\$1,320.00	REPAIRS & MAINTENANCE
CLEVELAND GOLF	\$1,290.81	DODGE OPERATING EXPENSE
HEARTLAND DOCUMENT SERVICES INC.	\$1,289.00	JANITORIAL SERVICE
FELD FIRE	\$1,270.00	EQUIPMENT/PARTS
UNDERGROUND LOCATION COMPANY	\$1,257.50	PROFESSIONAL SVCS
OCLC INC	\$1,255.86	SUBSCRIPTION

LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$1,250.00	PAYROLL RELATED
OMAHA DOOR & WINDOW CO INC	\$1,249.30	REPAIRS & MAINTENANCE
MCMULLEN FORD INC	\$1,193.47	EQUIPMENT/PARTS
DAILY NONPAREIL	\$1,173.72	ADVERTISEMENT
NMC INC.	\$1,120.00	EQUIPMENT/PARTS
ACCO UNLIMITED CORP	\$1,098.80	SUPPLIES
ODEYS INC	\$1,072.00	EQUIPMENT/PARTS
BLUFFS TAXI & COURIER	\$1,071.75	TRANSIT SERVICES
SWANK MOTION PICTURES INC	\$1,068.00	FEES
ONE SOURCE THE BACKGROUND CHECK COMPANY	\$1,024.00	CONSULTANT
OMAHA TRUCK CENTER COMPANY INC.	\$1,011.29	EQUIPMENT/PARTS
ROBERT PRACHT	\$1,008.00	PROFESSIONAL SVCS
DONNA L TROUT	\$1,000.00	PROFESSIONAL SVCS
CFI TIRE SERVICE	\$950.00	TIRE REPLACEMENT/REPAIR
J&M GOLF	\$924.06	DODGE OPERATING EXPENSE
WEST PUBLISHING CORPORATION	\$905.01	SUBSCRIPTION
PROACTIVE SPORTS GROUP	\$900.00	DODGE OPERATING EXPENSE
IOWA WASTE SERVICES HOLDINGS INC	\$881.38	SOLID WASTE DISPOSAL
MID AMERICAN ENERGY CO	\$871.37	RE GARAGE OPERATING EXPENSE
METROLIUS LLC	\$863.16	DODGE OPERATING EXPENSE
DATA POWER TECHNOLOGY LLC	\$858.75	REPAIRS & MAINTENANCE
ALVARADO UPHOLSTERING	\$825.00	REPAIRS & MAINTENANCE
KONICA MINOLTA BUSINESS SOLUTIONS USA	\$812.00	LEASE
MAX I WALKER UNIFORM & APPAREL	\$810.80	UNIFORMS
TUMBLEWEED PRESS INC	\$799.00	SUBSCRIPTION
UMR	\$764.67	DODGE OPERATING EXPENSE
JONES AUTOMOTIVE	\$760.55	EQUIPMENT/PARTS
CANON SOLUTIONS AMERICA INC	\$752.10	COPY/PRINTER MAINTANCE
DRAKE-WILLIAMS STEEL INC	\$750.00	REPAIRS & MAINTENANCE
LINDA M CONNER	\$750.00	CONSULTANT
CENTURYLINK	\$742.67	TELEPHONE
CAHOY PUMP SERVICE INC	\$720.00	DODGE OPERATING EXPENSE
PARAMOUNT LINEN & UNIFORMS	\$701.25	DODGE OPERATING EXPENSE
ENTERPRISE FM TRUST	\$699.88	RENTAL EXPS
KUSSMAUL ELECTRONICS LLC	\$694.95	SUPPLIES
BUCK'S LLC	\$671.11	VEHICLE WASH
YAMAHA MOTOR FINANCE	\$652.24	DODGE OPERATING EXPENSE
AMERICAN RESPONSE VEHICLES INC	\$627.94	EQUIPMENT/PARTS
VERMEER SALES & SERVICE INC	\$607.34	EQUIPMENT/PARTS
BLACKSTONE AUDIO INC	\$606.73	BOOKS/PERIODICALS/SUB
MID-AMERICA CLEANING SYSTEMS INC	\$603.84	EQUIPMENT/PARTS
GENIE SERVICES LLC	\$600.00	PEST CONTROL
MARYLIN HEITMAN	\$600.00	DODGE OPERATING EXPENSE
IPFS CORPORATION	\$598.11	DODGE OPERATING EXPENSE
JONES BARRELL CO.	\$595.50	SUPPLIES
DYNAMIC BRANK	\$574.68	DODGE OPERATING EXPENSE
PRIME COMMUNICATIONS INC	\$572.45	RE GARAGE OPERATING EXPENSE
IOWA DEPARTMENT OF REVENUE	\$563.04	PAYROLL RELATED
THERMAL SERVICES	\$551.00	REPAIRS & MAINTENANCE
TRINITY LOGISTICS CORP	\$540.25	EQUIPMENT/PARTS
CENTER POINT LARGE PRINT	\$539.28	BOOKS/PERIODICALS/SUB
ULTIMATE SAFETY CONCEPTS INC	\$534.34	SAFETY EQUIP & MAINTENANCE
MIDWEST MEDICAL & SAFETY INC	\$519.75	MEDICAL SUPPLIES
CHILD SUPPORT SERVICES DIVISION	\$514.32	PAYROLL RELATED
YMCA OF GREATER OMAHA	\$510.00	DUES/MEMBERSHIP
WATER ENGINEERING INC	\$509.14	MOWING/GROUNDS MAINT
SUSPENSION SHOP INC	\$501.78	EQUIPMENT/PARTS

NEBRASKA CHILD SUPPORT PAYMENT CTR	\$496.62	PAYROLL RELATED
THE WALMAN OPTICAL COMPANY	\$466.00	SAFETY EQUIP & MAINTENANCE
DMG INC	\$460.50	ELECTRICAL REPAIR
ECOSOLUTIONS INC	\$447.35	SUPPLIES
HEARTLAND CO-OP	\$445.00	FUEL
VISION INDUSTRIAL SALES INC	\$444.36	SUPPLIES
MIDSTATES BANK, NA	\$439.58	BANK SERVICES
BGNE INC.	\$436.89	SUPPLIES
YANT EQUIPMENT	\$435.03	REPAIRS & MAINTENANCE
GENERAL FIRE & SAFETY EQUIPMENT COMPANY OF	\$413.20	EQUIPMENT/PARTS
BRUCE SCHOMBURG	\$400.00	PROFESSIONAL SVCS
COUNCIL BLUFFS SEPTIC SERVICES INC	\$392.00	PROFESSIONAL SVCS
DRIVER PLUMBING LTD.	\$390.00	REPAIRS & MAINTENANCE
CIVICPLUS	\$383.55	HARDWARE/SOFTWARE
DIAMOND MOWERS INC	\$377.88	REPAIRS & MAINTENANCE
SCHINDLER ELEVATOR CORPORATION	\$361.48	REPAIRS & MAINTENANCE
TK ELEVATOR CORPORATION	\$354.00	PROFESSIONAL SVCS
MIDWEST TURF & IRRIGATION	\$348.77	DODGE OPERATING EXPENSE
AGRILAND F S INC	\$348.25	SUPPLIES
ECHO GROUP	\$332.52	SUPPLIES
FIRST WIRELESS INC	\$332.24	EQUIPMENT/PARTS
COMPUTER CABLE CONNECTION	\$330.00	HARDWARE/SOFTWARE
GREATAMERICA FINANCIAL SERVICES CORP	\$302.74	LEASE
SDI SPORTSWEAR	\$299.78	DODGE OPERATING EXPENSE
SCALES SALES & SERVICE LLC	\$297.50	EQUIPMENT/PARTS
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$280.00	PAYROLL RELATED
COX BUSINESS SERVICES	\$277.41	RE GARAGE OPERATING EXPENSE
DAVID W WOODY	\$274.69	SUPPLIES
AQUA-CHEM INCORPORATED	\$273.90	SUPPLIES
LINCOLN NATIONAL LIFE INS CO	\$271.40	DODGE OPERATING EXPENSE
BOUND TO STAY BOUND BOOKS INC	\$271.35	BOOKS/PERIODICALS/SUB
WASTE CONNECTIONS OF IOWA	\$267.00	DODGE OPERATING EXPENSE
ELECTRIC PUMP	\$260.00	EQUIPMENT/PARTS
SHERWIN WILLIAMS	\$252.95	SUPPLIES
SOIL DYNAMICS COMPOSTING FARM INC	\$247.00	PROFESSIONAL SVCS
BLAKE S BATT	\$240.00	PROFESSIONAL SVCS
ALEGENT HEALTH-BERGAN MERCY HEALTH SYSTEM	\$237.00	MEDICAL SUPPLIES
VOICE & DATA SYSTEMS INC	\$228.00	TELEPHONE
KRIHA FLUID POWER COMPANY INC.	\$226.68	EQUIPMENT/PARTS
SCOTT SIBBERNSEN	\$220.42	DODGE OPERATING EXPENSE
TNEMEC COMPANY INC	\$220.40	SUPPLIES
CSI/SSP INC	\$216.00	PRINTING/BINDING
FLEET US LLC	\$216.00	SUPPLIES
CBTZGJ ENTERPRISES	\$210.00	PROFESSIONAL SVCS
C & J INDUSTRIAL SUPPLY	\$200.00	JANITORIAL SERVICE
JOSIE QUEZADA	\$196.28	DODGE OPERATING EXPENSE
CLEAR TITLE & ABSTRACT LLC	\$195.00	PROFESSIONAL SVCS
THE ABY MANUFACTURING GROUP INC	\$187.50	SUPPLIES
THYSSENKRUPP ELEVATOR CORP	\$184.04	RE GARAGE OPERATING EXPENSE
DAVIS EQUIPMENT CORPORATION	\$183.70	EQUIPMENT/PARTS
HEARTLAND PHOTOS AND DESIGN INC.	\$183.00	PROFESSIONAL SVCS
ST LUKE'S HEALTH RESOURCES	\$181.00	CONSULTANT
CENGAGE LEARNING INC	\$167.22	BOOKS/PERIODICALS/SUB
UNIVERSITY OF NEBRASKA AT OMAHA	\$165.00	TRAINING
GRP & ASSOCIATES	\$160.00	SUPPLIES
ZECHARIAH JAMES BLACKBURN	\$150.00	PROFESSIONAL SVCS
GREAT AMERICA FINANCIAL SERV	\$141.37	DODGE OPERATING EXPENSE

MILLARD SPRINKLER	\$140.44	RE GARAGE OPERATING EXPENSE
J.B. POINDEXTER & CO., INC.	\$133.76	EQUIPMENT/PARTS
COX BUSINESS	\$126.18	DODGE OPERATING EXPENSE
BOFA	\$123.63	MAC OPERATING EXPENSE
CREDIT BUREAU OF COUNCIL BLUFFS, INC	\$115.00	PROFESSIONAL SVCS
JEFFREY T KOUBA	\$110.85	PROFESSIONAL SVCS
UNIVERSITY OF IOWA	\$110.00	PROFESSIONAL SVCS
ROBERT FLEECE	\$107.50	REFUND
BRICK GENTRY P.C.	\$105.00	CONSULTANT
STEPP MANUFACTURING CO INC	\$103.31	EQUIPMENT/PARTS
MIDWEST RESEARCH & SETTLEMENT SERVICES, INC.	\$100.00	PROFESSIONAL SVCS
MID STATES BANK	\$94.36	MAC OPERATING EXPENSE
MARTIN RESOURCE MANAGEMENT	\$92.50	SUPPLIES
FASTENAL COMPANY	\$83.80	SUPPLIES
O'REILLY AUTOMOTIVE INC	\$82.59	EQUIPMENT/PARTS
ASI SYSTEMS INC	\$80.25	RE GARAGE OPERATING EXPENSE
MARK MICHALSKI	\$80.00	PROFESSIONAL SVCS
WANITA E PRINTY-ZIKA	\$78.75	CONSULTANT
JASON PATRICK MARTIN	\$77.99	PROFESSIONAL SVCS
SPRINT SOLUTIONS INC	\$57.70	CELL PHONE
GREAT PLAINS UNIFORMS	\$54.50	UNIFORMS
RICOH USA INC	\$53.43	LEASE
CUMMINS INC	\$52.48	EQUIPMENT/PARTS
DEPARTMENT OF MOTOR VEHICLES	\$50.00	FEES
ELBA E CERA	\$50.00	PROFESSIONAL SVCS
RIVER'S EDGE BANK FEES	\$50.00	RE GARAGE OPERATING EXPENSE
MUTUAL OF OMAHA	\$44.80	DODGE OPERATING EXPENSE
DEX MEDIA, INC.	\$44.50	ADVERTISEMENT
LORETTA GOESCHEL	\$43.68	REIMB EMPLOYEE EXPENSE
AMERITAS LIFE INS CORP	\$38.82	DODGE OPERATING EXPENSE
ATHLETICO EXCEL NEBRASKA LLC	\$35.00	PROFESSIONAL SVCS
THOMAS FIDONE	\$30.00	REIMB EMPLOYEE EXPENSE
UNITED PARCEL SERVICE	\$27.78	FREIGHT/POSTAGE
ELDON TUCKER	\$10.00	REFUND
FED EX	\$9.44	DODGE OPERATING EXPENSE
UNION BANK & TRUST	\$9.00	DODGE OPERATING EXPENSE
TOTAL	\$15,313,765.60	

City of Council Bluffs

**Receipts by Fund
For the Month of June FY21**

General Fund	3,402,891.25
Special Revenue	2,256,829.14
Debt Service	864,555.02
Capital Project	78,025.32
Enterprise	1,693,007.33
Total Receipts	8,295,308.06

**Expenditures by Fund
For the Month of June FY21**

General Fund	8,246,756.84
Special Revenue	2,683,719.77
Debt Service	777,769.00
Capital Project	2,496,469.42
Enterprise	1,109,050.57
Total Expenditures	15,313,765.60

Transfer from City Operating Accounts

to Mid America Center	1,015,992.39
to Dodge Riverside	0.00
to RE Parking Garage	14,000.00
Total Transfers	1,029,992.39

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

CITY CLAIM NO. 21-PW-2131

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Kevin Renshaw

DAY PHONE: [REDACTED]

DATE & TIME OF LOSS/ACCIDENT: 7/10/2021 00:50

LOCATION OF LOSS/ACCIDENT: 802 N 32nd Street Council Bluffs IA 51501

DESCRIPTION OF LOSS/ACCIDENT: _____

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$2000

WITNESS(ES) (Name(s), Address(es), Phone No(s)): Logan Guiser 804 N 32nd Street
712-309-1480

WAS POLICE REPORT FILED ☒ YES ☐ NO

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

HAVE YOU RESUMED NORMAL ACTIVITIES? ☐ YES ☐ NO

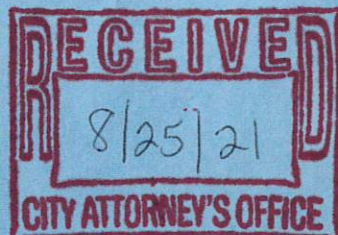
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION: _____

LIST INSURANCE PROVIDER AND COVERAGE: _____

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)

DATE 8/14/2021



Kevin Renshaw
CLAIMANT'S SIGNATURE

CLERK RCD
25 AUG'21
PM 3:02

Council Communication

Department: City Clerk

Case/Project No.: BM-22-02

Submitted by: Jeremy Noel, Public

Works Operations Manager

Resolution 21-248 re-consideration

ITEM 4.A.

Council Action: 9/13/2021

Description

Resolution approving the plans and specifications for the Mid-America Center Roof Replacement Project, Phase 2. Project # BM-22-02

Background/Discussion

Please Note: Nothing on this item has changed. The Nonpareil messed up the public hearing notice and it wasn't published. Publication has since been corrected and item may now be approved.

The Mid-America Center roof is approaching twenty years old. There have been several repairs made in recent years. There is concern that if the roof continues to leak, there could be structural damage and a potential for property damage within the building. Mid-America Center Roof Replacement Project, Phase 1, was a 31,245 square feet project and was just recently completed.

The remaining 140,775 square foot roof will be replaced in several phases. Roof sections that show the most deterioration will get the highest priority. This second phase includes 38,150 square feet of roof area to be replaced.

The estimated construction cost for this project is \$568,640. The project was included in the FY22 CIP with funding from GO bonds.

The project schedule is as follows:	Hold Public Hearing	August 23, 2021
	Bid Letting	September 14, 2021
	Award	September 27, 2021
	Construction End	June 1, 2022

Recommendation

Approval of this resolution. This phase of the project will replace the most deteriorated portions of the roof to reduce the potential for damage.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 21-248	Resolution	9/1/2021

RESOLUTION
NO 21-248

**RESOLUTION APPROVING THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
MID-AMERICA CENTER ROOF REPLACEMENT PROJECT, PHASE I
PROJECT #BM21-02**

WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk of the City of Council Bluffs, Iowa, for the Mid-America Center Roof Replacement Project, Phase I; and

WHEREAS, a Notice of Public Hearing was published as required by law, and a public hearing was held on January 25, 2021.

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

That the plans, specifications, form of contract, and cost estimate are hereby approved for the Mid-America Center Roof Replacement Project, Phase I and the City is hereby authorized to advertise for bids for said project.

ADOPTED AND APPROVED
RE-CONSIDERATION APPROVED

August 23, 2021
September 13, 2021

Chad M. Hannan, Mayor Pro Tem

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community
Development
Case/Project No.:
Submitted by: Housing &
Economic Development

Resolution 21-262
ITEM 4.B.

Council Action: 9/13/2021

Description

Resolution approving and authorizing execution of a purchase, sale, and development agreement by and between the City of Council Bluffs and CB-WLG Affordable Limited Partnership.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	9/1/2021
Development Agreement	Other	9/1/2021
Resolution 21-262	Resolution	9/8/2021

Council Communication

Department: Community Development	Resolution No.: 21 -	PH and 1 st Reading: 9-13-2021
<p style="text-align: center;">Subject/Title</p> <p>Public hearing on the proposal to enter into a Purchase, Sale, and Development Agreement White Lotus Group and Resolution approving and authorizing execution of a Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and White Lotus Group.</p>		
<p style="text-align: center;">Location</p> <p>The 2800 block between 1st and 2nd Avenues</p>		
<p style="text-align: center;">Background/ Discussion</p> <p><u>Background</u></p> <p>Starting in 2012, the City began acquiring property in the west end, specifically between West Broadway and 2nd Avenue from 28th Street to 35th Street. Demolition of structures and site grading have occurred and developers have expressed interest in redeveloping some of the property. Because the property is located in the West Broadway Urban Renewal Area, the process for land disposition is dictated by urban renewal law. It is in the best interest of the City to request proposals for the redevelopment of the sites through a RFP process, beginning with the property located between 32nd and 34th Streets from West Broadway to 2nd Avenue.</p> <p>White Lotus Group (WLG) proposes an 80-unit multi-family rental housing project along 1st Avenue that will serve families at or below 60% of the area median income and an 8-unit townhome style development along 2nd Avenue that will be owner-occupied. The estimated project cost is \$13.3 million.</p> <p><u>Discussion</u></p> <p>Staff has worked with WLG to negotiate the terms of the development agreement. WLG requests 80% tax increment financing rebate (TIF) for 16 years (from 2027 to 2042) with a maximum rebate amount of \$2 million. An additional \$1 million is available if the developer completes at least 12 townhome units along 2nd Avenue. The maximum TIF amount is \$3 million. HOME Investment Partnership Program (HOME) funds have been granted to assist the affordable apartment units. Additionally, the cost of the land shall be forgiven upon completion as outlined in the agreement.</p>		
<p style="text-align: center;">Recommendation</p> <p>Staff recommends City Council approve a resolution authorizing execution of a Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and White Lotus Group.</p>		
<p style="text-align: center;">Attachments</p> <ol style="list-style-type: none"> 1. Resolution 2. Development Agreement 		

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF COUNCIL BLUFFS, IOWA

AND

CB-WLG AFFORDABLE LIMITED PARTNERSHIP

_____, 2021

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called "Agreement") is made on or as of the _____ day of _____, 2021 (the "Effective Date"), 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 CB-WLG AFFORDABLE LIMITED PARTNERSHIP, a Nebraska limited partnership, having offices for the transaction of business at 10404 Essex Court, Suite 101, Omaha, NE 68114 ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken a program for the development of a blighted area in the City and, in this connection, is engaged in carrying out urban renewal projects in an area known as the West Broadway Urban Renewal Area (the "Area" or "Urban Renewal Area") as described in the West Broadway Urban Renewal Plan ("Plan" or "Urban Renewal Plan"), which Plan has subsequently been amended several times, most recently by the adoption of a 2021 Amendment to the Plan, adopted on July 12, 2021, and which Plan, as amended, is on file in the office of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, City owns certain real property located within the Urban Renewal Area, legally described as:

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition, City of Council Bluffs, Pottawattamie County, Iowa.

(which property 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, City is willing to convey the Development Property to Developer and provide certain incentives in exchange for Developer's construction of certain Minimum Improvements on the Development Property including Housing Units, as more particularly described herein; and

WHEREAS, 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 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 City to Developer under Article VIII of this Agreement.

CB-WLG Affordable Limited Partnership TIF Account means a separate account within the West Broadway Urban Renewal Area Tax Increment Revenue Fund of City in which there shall be deposited Tax Increments received by City with respect to the Minimum Improvements and Development Property.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit F 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.

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 CB-WLG Affordable Limited Partnership, a Nebraska limited partnership, and its permitted successors and assigns, but excluding any unrelated third-party Homebuyer.

Development Property means that portion of the West Broadway Urban Renewal Area legally described as: Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition, City of Council Bluffs, Pottawattamie County, Iowa.

Effective Date means the date of this Agreement.

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

First Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon, granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements, or all such mortgages as appropriate.

Homebuyer means the person or persons who rent or buy a Housing Unit.

Housing Unit means each dwelling unit constructed on the Development Property.

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

Interlocal HOME Agreement means the agreement between Developer and City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Developer's construction of a portion of the Housing Units to be rented to AMI families in exchange for the receipt of a grant of \$500,000.

Minimum Improvements means, collectively: (a) an approximately 92,000 square foot apartment building with no fewer than 80 multi-family Housing Units (individually, the "Minimum Apartment Improvements"), and (b) at least 8 townhouse Housing Units (individually, the "Minimum Townhouse Improvements"), and related site improvements to be constructed on the Development Property, as more particularly described in Exhibits A and A-1 to this Agreement.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer 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 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 under the provisions of Section 403.19 of the Code.

Project shall mean the construction and operation of the Minimum Improvements, as described in this Agreement.

State means the State of Iowa.

State Agreement means the agreement between Developer and Iowa Finance Authority related to Developer's receipt of Low-Income Housing Tax Credits associated with the completion and operation of at least 80 rental Housing Units.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property divided and made available to City for deposit in the CB-WLG Affordable Limited Partnership 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 hereof; loss or 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 City with respect to City's obligations), including any unreasonable delays by the United States Department of Housing and Urban Development and/or the Iowa Finance Authority with respect to processing any timely-filed applications by Developer for the Project.

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 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 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 City. City makes the following representations and warranties:

a. 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 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 City.

c. All covenants, stipulations, promises, agreements, and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of City only, and not of any governing body member, officer, agent, servant, or employee of 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. Developer makes the following representations and warranties:

a. CB-WLG Affordable Limited Partnership is a Nebraska limited partnership duly organized and validly existing under the laws of the State of Nebraska, 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 Developer and, assuming due authorization, execution, and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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

d. There are no actions, suits, or proceedings pending or threatened against or affecting 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 Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

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

h. 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. Developer expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before December 31, 2024; provided that such date may be extended upon the mutual written agreement of Developer and 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 \$13,300,000.

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

ARTICLE III. SALE AND PURCHASE OF DEVELOPMENT PROPERTY

Section 3.1. Conditions Precedent to Transfer. 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. Developer is in material compliance with all terms of this Agreement; and

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

c. Developer entering into and remaining in compliance with (i) the State Agreement with the Iowa Finance Authority related to Developer’s receipt of Low-Income Housing Tax Credits in connection with the Project and (ii) the Interlocal HOME Agreement related to Developer’s receipt of a grant of \$500,000 in connection with the Minimum Apartment Improvements.

Section 3.2. Transfer of Development Property. For the purchase price of \$225,000.00 (the “Purchase Price”) and other consideration, including the obligations being assumed by Developer under this Agreement, City agrees to sell, and Developer agrees to purchase, the Development Property,

including all improvements, streets, alleys, rights-of-way and 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 City pursuant to Section 364.7 of the Iowa Code. The Purchase Price shall be financed by City and payable by Developer in the form of the Forgivable Loan from City to Developer, as detailed in Section 3.3. Developer shall not be required to issue payment to City for the Purchase Price of the Development Property prior to transfer of the Development Property but shall instead execute the 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 August 27, 2019 (Case No. 00191681), in the possession of both City and Developer.

Section 3.3. Forgivable Loan for Purchase Price; Promissory Note.

a. For and in consideration of the obligations being assumed by Developer hereunder, City agrees to make a forgivable loan to Developer in the amount of Two Hundred and Twenty Five Thousand Dollars (\$225,000.00) (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 as Exhibit D; and
- iii. No Event of Default under this Agreement shall have occurred and be continuing past applicable cure periods.

b. The Forgivable Loan shall be forgiven over a period of twenty (20) years, with one-twentieth (1/20) of the initial Forgivable Loan amount forgiven annually, beginning on the one (1) year anniversary of Developer’s satisfaction of the occupancy requirement under the Interlocal HOME Agreement, subject to and conditioned upon satisfaction of the following conditions:

- i. Developer’s completion of construction of the Minimum Improvements by the date set forth in Section 2.2(i), subject to Unavoidable Delays, consistent with this Agreement, including the issuance of a Certificate of Occupancy for the same;
- ii. Developer shall have timely paid all property taxes that are due and owing on any portion of the Development Property that Developer owns as of the date such property taxes became delinquent; and
- iii. No Event of Default related to the Minimum Improvements under this Agreement, the Interlocal HOME Agreement, or the State Agreement shall have occurred, subject to applicable cure periods.

Subject to Section 11.3(b) of this Agreement, upon occurrence of an Event of Default that is not cured in the 30-day period provided for in Section 11.1, or with respect to an Event of Default under the Interlocal HOME Agreement or State Agreement, such greater periods of time as may be provided for under the Interlocal HOME Agreement or the State Agreement, 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, City may immediately demand repayment of the Forgivable Loan and the entire outstanding balance of the Promissory Note will become immediately due and payable thirty (30) days after City gives written notice to Developer of such demand for repayment. In the event City accelerates the debt secured by the Promissory Note as provided above, and Developer fully and timely satisfies repayment of such debt, Developer shall retain fee simple title to the Development Property without further obligation under the Promissory Note, Forgivable Loan or this Agreement. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due.

c. The Promissory Note shall be terminated and cancelled upon forgiveness of 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 City gives written notice to 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 Developer's full satisfaction of the Promissory Note, City shall provide, within thirty (30) days upon receipt of the written request of Developer, an instrument executed by City evidencing termination and cancellation of the Forgivable Loan and Promissory Note. In the event City accelerates the debt secured by the Promissory Note as provided above, and Developer fully and timely satisfies repayment of such debt, 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 Effective 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 Project 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. City's obligation to transfer title of the Development Property to Developer, and Developer's obligation to pay the Purchase Price to City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before December 31, 2021 (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 City's possession shall be made as of the date of Possession. Developer shall pay the Purchase Price to City by executing the Promissory Note (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 C ("Deed"), the filing of all title transfer documents, and City's receipt of the executed Promissory Note ("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 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. 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. 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, 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; Environmental Matters.

- a. Developer agrees to take the Development Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, City makes no warranties or representations as to the condition of the Development Property. 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 City as to the condition of the Development Property. Developer agrees to indemnify, release, defend, and hold harmless the Indemnified Parties for all claims, damages, or costs relating to the Development Property that arise after the date of 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.
- b. At Closing, City will file with the County Recorder's Office a properly executed Groundwater Hazard Statement to the extent required by law.

Section 3.8. Abstract and Title. 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 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. Deed Restriction. Developer acknowledges and agrees that 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. The conveyance of the Development Property to Developer is subject to use restrictions, as also described in the Deed, prohibiting the Development Property from being used or developed for any purpose other than the Minimum Improvements described herein without City's written consent, until the Termination Date of this Agreement. If Developer violates such use restrictions, then City may obtain an appraisal of the fair market value of the Development Property at such time and, upon delivery of such appraisal to Developer, City may purchase the Development Property from Developer at the appraised amount, with closing of such transfer to occur no more than sixty (60) days after City delivers such appraisal to Developer. Developer shall take all reasonable steps to ensure City acquires marketable title to the Development Property at such closing, including without limitation, the execution of appropriate deeds and other documents.

Section 3.12 Right of First Refusal. For a period of twenty years after recordation of the Deed or until a Certificate of Completion for both the Minimum Apartment Improvements and the Minimum Townhouse Improvements issued by the City pursuant to Section 4.3 is recorded, whichever is earlier (the "Restriction Period"), if at any time Developer seeks to sell the Development Property (or any portion thereof) to a third party, then Developer shall provide written notice to City of Developer's intent to sell the Development Property (or a portion thereof) and shall provide an appraisal of the fair market value of the Development Property (or the applicable portion thereof) at such time, and City shall have thirty (30) days after City's receipt of such notice to exercise this right of first refusal to purchase the applicable portion of the Development Property from Developer at the appraised amount. To exercise its right of first refusal, City shall deliver written notice to Developer of City's intent to exercise this right of first refusal, and closing of the transfer of the applicable portion of the Development Property from Developer to City under such terms shall occur sixty (60) days after City notifies Developer of City's intention to exercise this right of first refusal. Developer shall take all reasonable steps to ensure City acquires marketable title to the Development Property (or the applicable portion thereof) unencumbered by any mortgage, lien, or other encumbrance, through its exercise of its rights under this Section 3.12 within sixty (60) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

If City does not exercise this right of first refusal within thirty (30) days after City's receipt of notice from the Developer, then this right of first refusal shall terminate with respect to that portion of the Development Property so sold, but shall not terminate with respect to any portion of the Development Property not sold. If City does not exercise this right of first refusal prior to the end of the Restriction Period, the right of first refusal shall terminate at the end of the Restriction Period.

Notwithstanding anything to the contrary in this Section 3.12, the City's right of first refusal shall not apply to: (i) the sale of a townhouse Housing Unit to a third-party purchaser for occupancy or rental thereby; (ii) any collateralization of the Development Property or Minimum Improvements to Developer's lender to allow Developer to borrow funds to construct the Minimum Improvements; or (iii) any restructuring of the Developer entity necessary for the syndication of state or federal tax credits with respect to the Minimum Apartment Improvements provided a majority of Developer's partners remain part of the restructured entity.

Section 3.13. Survival of Closing. All terms of this Agreement shall survive the Closing described in this Article III.

ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 4.1. Construction of Minimum Improvements.

a. 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 City, which approvals and permits shall be made according to standard City processes for such plans and permits.

b. Developer agrees that, subject to Unavoidable Delays, the Minimum Improvements shall be completed by the date set forth in Section 2.2(i). Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

c. 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 substantial conformance with the description and depictions in Exhibit A attached hereto.

d. Developer agrees that it shall permit designated representatives of City, upon at least twenty-four (24) hours' notice to 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 City that occur 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 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.

Following the City's approval of the Construction Plans, Developer may alter the Construction Plans via submission of an amendment to the City; and such amendment shall be subject to the same approval process by the City as outlined for the Construction Plans, above. Upon approval of an amendment to the Construction Plans, such amendment shall automatically be incorporated as part of the preliminary description and depictions set forth in Exhibit A and Exhibit A-1, and to the extent such amendment conflicts with the previously approved Construction Plans, or portions thereof, shall replace and supersede the same.

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. Certificate of Completion. Upon written request of Developer after issuance of a Certificate of Occupancy for the Minimum Apartment Improvements and/or the Minimum Townhouse Improvements, City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit F 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 Apartment Improvements and/or the Minimum Townhouse Improvements, as applicable.

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 4.3, 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 Apartment Improvements and/or the Minimum Townhouse Improvements, as applicable, 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 4.4. 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 as of the date such taxes become delinquent. 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 Effective Date and the Termination Date, or the earlier cancellation and termination of this Agreement.

Section 4.5. 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 substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 4.6. No Abatement. Homebuyers who purchase Housing Units within the Development Property shall not be eligible for tax abatement under any Urban Revitalization Plan or any other State, federal or local law, and Developer shall inform prospective Homebuyers of this information in writing prior to the sale and secure a receipt from all Homebuyers that they received such information prior to the sale in the form of Exhibit G.

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 City, furnish 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 City shall furnish proof of coverage or the payment of premiums on), insurance covering the Minimum Improvements owned by Developer, 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 City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements owned by Developer 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. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. 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. 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 third party in accordance with the terms of this Agreement.

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

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

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

Section 6.5. Available Information. Upon written request from City, Developer shall promptly provide 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. Lease of Housing Units. Following an issuance of a Certificate of Occupancy for the Minimum Apartment Improvements, until the Termination Date, Developer agrees to lease the Minimum Apartment Improvements in a manner consistent with the terms of the Interlocal HOME Agreement and the State Agreement.

Section 6.7. Annual Certification. To assist City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements and the assessed value; (iii) copies of any certifications or documentation filed by Developer with the State, City, or Omaha/Council Bluffs Interlocal HOME Consortium during that calendar year in compliance with the terms of the Interlocal HOME Agreement or the State Agreement; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and

conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if such officer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2025 and ending October 15, 2044. Developer shall provide supporting information for its Annual Certifications upon reasonable written request of City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or interest in this Agreement to any other party other than the holder of a First Mortgage unless: (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of Developer under this Agreement with respect to the portion of the Development Property being transferred and (ii) City consents thereto in writing in advance thereof, which City shall not unreasonably withhold, delay or condition; provided City's consent shall not be required for: (i) 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; (ii) any sale of a townhouse Housing Unit to a third-party purchaser for occupancy or rental thereby; or (iii) any restructuring of the Developer entity, necessary for the syndication of state or federal tax credits with respect to the Minimum Apartment Improvements provided a majority of the partners of Developer remain part of the restructured entity and Developer provides prior written notice to City of such restructure. If Developer enters into a partial assignment of this Agreement and disposition of the Development Property in accordance with this Section 6.8, such assignee/transferee shall only be responsible for such portion of the Development Property transferred and the interests/obligations under this Agreement related thereto.

Notwithstanding the forgoing, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security to finance the construction of the Minimum Improvements, and City agrees that Developer may assign its interest in the Blight Remediation Grants for such purpose.

Section 6.9. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold by Developer 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 City to be used by 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 VI. INTERLOCAL HOME AGREEMENT AND STATE AGREEMENT

Section 7.1. Conditions to City's Obligations. City's obligations under this Agreement are expressly conditioned upon Developer entering into and remaining in compliance with (a) a State Agreement with the Iowa Finance Authority related to Developer's receipt of Low-Income Housing Tax Credits in exchange for Developer's completion and operation of no fewer than 80 multi-family Housing Units to be constructed as part of the Minimum Apartment Improvements; and (b) an Interlocal HOME Agreement with City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Developer's receipt of a grant of \$500,000 in exchange for the completion and operation of a portion of the no fewer than 80 multi-family Housing Units to be constructed as part of the Minimum Apartment Improvements. Should Developer fail to satisfy any of these conditions, City shall have no obligation thereafter to convey the Development Property to Developer or make any payments to Developer in respect of the Blight Remediation Grants, and this Agreement shall terminate and be of no further force or effect.

Section 7.2. Conditions to Developer's Obligations. City and Developer acknowledge and agree that Developer's obligations to construct the Minimum Improvements are expressly contingent upon Developer's receipt of Low-Income Housing Tax Credits and Developer's receipt of a grant of \$500,000 through the Interlocal HOME Agreement for the construction and operation of the Minimum Apartment Improvements. If Developer does not receive Low-Income Housing Tax Credits or a grant of \$500,000 from the Interlocal HOME Agreement, Developer may terminate this Agreement or the parties may agree to modify or amend this Agreement.

ARTICLE VIII. BLIGHT REMEDIATION GRANTS

Section 8.1. Blight Remediation Grants.

a. 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, 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 sixteen (16) consecutive annual payments of Blight Remediation Grants to Developer comprised of 80% of each fiscal year's Tax Increments, up to the Maximum Aggregate Amount as determined in Section 8.1(b), under the following terms and conditions.

i. Formula and Schedule. Assuming the completion of the Minimum Improvements by December 31, 2024, first full assessment on January 1, 2025, and Developer's 2025 Annual Certification identifying the full assessment date, then Blight Remediation Grants shall commence on June 1, 2027 and end (i) after the aggregate amount of the Blight Remediation Grants paid have totaled the Maximum Aggregate Amount as determined in Section 8.1(b), or (ii) on June 1, 2042, whichever is earlier, pursuant to the following formula and schedule:

<u>Date</u>	<u>Amount of Blight Remediation Grants</u>
June 1, 2027	80% of Tax Increments for the Fiscal Year 2026-2027
June 1, 2028	80% of Tax Increments for the Fiscal Year 2027-2028
June 1, 2029	80% of Tax Increments for the Fiscal Year 2028-2029

June 1, 2030	80% of Tax Increments for the Fiscal Year 2029-2030
June 1, 2031	80% of Tax Increments for the Fiscal Year 2030-2031
June 1, 2032	80% of Tax Increments for the Fiscal Year 2031-2032
June 1, 2033	80% of Tax Increments for the Fiscal Year 2032-2033
June 1, 2034	80% of Tax Increments for the Fiscal Year 2033-2034
June 1, 2035	80% of Tax Increments for the Fiscal Year 2034-2035
June 1, 2036	80% of Tax Increments for the Fiscal Year 2035-2036
June 1, 2037	80% of Tax Increments for the Fiscal Year 2036-2037
June 1, 2038	80% of Tax Increments for the Fiscal Year 2037-2038
June 1, 2039	80% of Tax Increments for the Fiscal Year 2038-2039
June 1, 2040	80% of Tax Increments for the Fiscal Year 2039-2040
June 1, 2041	80% of Tax Increments for the Fiscal Year 2040-2041
June 1, 2042	80% of Tax Increments for the Fiscal Year 2041-2042

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 the number of years during which Blight Remediation Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Blight Remediation Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the Maximum Aggregate Amount as determined in Section 8.1(b).

ii. Calculation. Each annual payment shall be equal in amount to the above percentages of the applicable Tax Increments collected by City with respect to the Minimum Improvements and the Development Property 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 Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article. The parties recognize that the amount of each Blight Remediation Grant will be determined after the valuation of the Development Property and Minimum Improvements has been established by the Pottawattamie County Assessor.

b. Aggregate Maximum for Blight Remediation Grants.

i. Standard. Subject to subsection (ii), below, the aggregate amount of Blight Remediation Grants that may be paid to Developer under this Section 8.1 shall not exceed Two Million Dollars (\$2,000,000) (“Maximum Aggregate Amount”). It is further agreed and understood that each Blight Remediation Grant shall come solely and only from incremental taxes received by City under Iowa Code Section 403.19 from levies upon the Development Property, City makes no representation with respect to the amounts that may finally be paid to Developer, and in no event shall Developer be entitled to receive more than calculated under the formula set forth in this Section 8.1, even if the Maximum Aggregate Amount is not met.

ii. Enhancement. If, in addition to the Minimum Townhouse Improvements and Minimum Apartment Units, Developer receives a certificate of occupancy for at least four (4) additional townhouse Housing Units on the Development Property on or before the date set forth in Section 2.2(i) of this Agreement, then: (A) the Maximum Aggregate Amount set forth in Section 8.1(b)(i) shall be increased to Three Million Dollars (\$3,000,000); and (B) the additional townhouse Housing Units shall be

considered part of the Minimum Improvements for purposes of calculating Tax Increment under Section 8.1(a). Upon Developer's satisfaction of the above conditions resulting in an increase to the Maximum Aggregate Amount, if applicable, the City and Developer, upon written request from Developer, shall acknowledge the same via written instrument signed by both parties. For the avoidance of doubt, nothing in this Section 8.1(b)(ii) shall alter the percentage of Tax Increment or grant schedule set forth in Section 8.1(a)(i).

c. 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 governing body of City. Notwithstanding the foregoing, or any term to the contrary in this Agreement, Developer may construct more than eight (8) townhouse Housing Units prior to the date set forth in Section 2.2(i) of this Agreement, and such additional townhouse Housing Units: (i) shall not constitute an expansion of the Minimum Improvements as detailed in this Section 8.1(c); and (ii) shall be considered part of the Minimum Improvements for purposes of calculating Tax Increment under Section 8.1(a).

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

i. Developer's completion of construction of the Minimum Improvements, consistent with this Agreement;

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

iii. Timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof; and

iv. Developer's compliance with the terms of this Agreement, the Interlocal HOME Agreement, and the State Agreement at the time of payment.

In the event that an Event of Default occurs and continues past applicable cure periods, 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, unless the City otherwise agrees in writing.

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 CB-WLG Affordable Limited Partnership TIF Account of the West Broadway Urban Renewal Area Tax Increment Revenue Fund of City. 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 Tax Increments collected in respect of the Development Property and the Minimum Improvements and allocated to the CB-WLG Affordable Limited Partnership 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 City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future Blight Remediation Grants shall not constitute a legal indebtedness of 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 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 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, City shall have no obligation to make a Blight Remediation Grant to Developer if at any time during the term hereof the City exercises its right of non-appropriation, the City's ability to collect Tax Increments from the Development Property terminates pursuant to the law then in effect, or the City receives an opinion from any court having jurisdiction over the subject matter hereof to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund a Blight Remediation Grant to Developer, as contemplated under said Section 8.1, is prohibited under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon receipt of any such legal opinion or non-appropriation, City shall promptly forward notice of the same to Developer. If the legal constraints preventing the payment of Grants continue for a period during which two (2) annual Blight Remediation Grants would otherwise have been paid to Developer under the terms of Section 8.1, City may terminate this Agreement, without penalty or other liability, by written notice to Developer.

d. City makes no representation with respect to the amounts that may finally be paid to Developer as the Blight Remediation Grants, and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Tax Increments actually collected and held in the CB-WLG Affordable Limited Partnership 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, City shall be free to use any and all available Tax Increments in excess of the Maximum Aggregate Amount as determined in Section 8.1(b) 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 City shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. RESERVED

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

a. 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, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against 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 occurring or arising subsequent to Closing.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of 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.

Section 10.2. Indemnification for Related Agreements and Costs. Developer agrees to indemnify, defend, and hold harmless the Indemnified Parties from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the Interlocal HOME Agreement or State Agreement due all or in part to Developer's failure to perform under the Interlocal HOME Agreement or State Agreement. Furthermore, Developer agrees to indemnify City for any repayment of funds that City is required to make due all or in part to Developer's failure to perform under this Agreement, the Interlocal HOME Agreement, and/or State Agreement, including but not limited to any repayment of CDBG grant funds which City expends in connection with the Project.

ARTICLE XI. DEFAULT AND REMEDIES

Section 11.1. Events of Default Defined. Subject to Section 4.3, the following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by Developer to cause the construction of the Minimum Apartment Improvements and/or the Minimum Townhouse Improvements, as applicable, to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, the Interlocal HOME Agreement, or the State 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 owned by Developer as of the date such taxes become delinquent;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, owned by Developer, 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 Developer in this Agreement, or made by Developer in any written statement or certification furnished by 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. Subject to Section 11.3(b), whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by City to Developer and to the holder of the First Mortgage (but only to the extent 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 Developer does not provide assurances reasonably satisfactory to City that the Event of Default will be cured as soon as reasonably possible:

- a. City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement;
- b. City may terminate this Agreement;
- c. 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 Developer, as the case may be, under this Agreement;
- d. City shall have no obligation to make payment of the Blight Remediation Grants to Developer subsequent to an Event of Default and shall be entitled to recover from Developer, and Developer shall repay to City, an amount equal to the full amount of the Blight Remediation Grants previously made to Developer under Article VIII hereof, and City may take any action, including any legal action it deems necessary, to recover such amount from Developer. City may demand such payment at any time following its determination that Developer is in default under this Agreement; or
- e. City shall have the right to pursue all remedies under the Promissory Note.

Notwithstanding the foregoing, if Developer's Event of Default is triggered via a breach of the Interlocal HOME Agreement or the State Agreement, and Developer's right and/or the period to cure such breach exceeds those provided hereunder, City's remedies under this Agreement shall not be available unless and until Developer fails to cure such breach pursuant to the terms of the Interlocal HOME Agreement or the State Agreement.

Section 11.3. Limitation of Remedies.

- a. In no event shall Developer be liable to City 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 and irrespective of whether Developer has been advised of the possibility of the same.
- b. Notwithstanding anything in this Agreement to the contrary, if an Event of Default occurs relating solely to Developer's obligations with respect to the townhouse housing units under this Agreement, and such Event of Default occurs AFTER: (i) the City's issuance of a Certificate of Completion for the Minimum Townhouse Improvements and (ii) the sale of the Minimum Townhouse Improvements to third-party purchasers, then the City's exclusive remedy with respect to such Event of Default shall be the remedy set forth in Section 11.2(c). For the avoidance of doubt, this limitation does not apply to any Event of Default related to the construction, transfer, maintenance or operation of the multi-family or apartment housing units on the Development Property.

Section 11.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to 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 11.5. 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 11.6. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and 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 Developer herein contained, Developer agrees that it shall, on demand therefor, pay to City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by 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.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of 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 Developer, is addressed or delivered personally to CB-WLG Affordable Limited Partnership at 10404 Essex Court, Suite 101, Omaha, NE 68114; Attn: Arun Agarwal, CEO; and
- b. In the case of 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, Director Community Development Department;

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 B, to serve as notice to the

public of the existence and provisions of this Agreement, and the rights and interests held by City by virtue hereof. 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, with the express exception of the Interlocal HOME Agreement and the State Agreement both of which survive the execution of this Agreement and are incorporated by reference herein. 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, 2045 (the "Termination Date"), unless the Agreement is terminated earlier by the other terms of this Agreement. Unless City previously provided Developer with written notice of an Event of Default, and Developer failed to cure such Event of Default within the applicable cure period, prior to termination of this Agreement, it shall be conclusively deemed that 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, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, 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 City nor Developer shall be liable for any failure or delay in performance of its obligation 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.

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

Notary Public in and for the State of Iowa

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

CB-WLG AFFORDABLE LIMITED
PARTNERSHIP, a Nebraska limited partnership

By: _____
Arun Agarwal, CEO

ATTEST:

By: _____
_____, Executive Vice President

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Arun Agarwal and _____ to me personally known, who, being by me duly sworn, did say that they are the CEO and Executive Vice President, respectively of CB-WLG Affordable Limited Partnership, 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 partnership, by them voluntarily executed.

Notary Public in and for said state

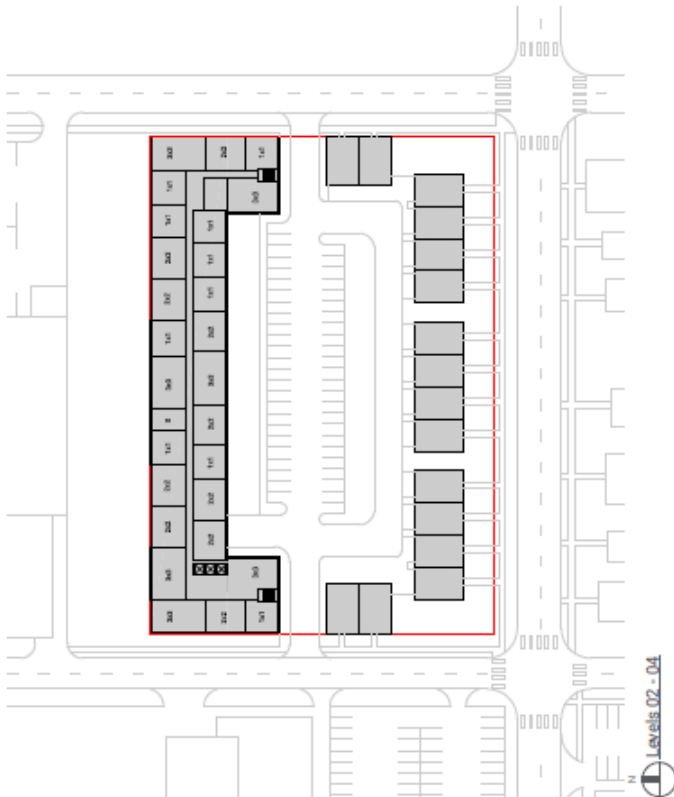
[Signature page to Purchase, Sale, and Development Agreement – CB-WLG Affordable Limited Partnership]

EXHIBIT A
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of (a) an approximately 92,000 square foot apartment building including no fewer than 80 multi-family Housing Units and (b) at least 8 townhouse Housing Units, and related site improvements, to be constructed by Developer on the Development Property, consistent with approved plats and plans, the Urban Renewal Plan, and the terms of the Agreement, including this Exhibit A and the diagrams in Exhibit A-1.

See Exhibit A-1 for site plans and renderings of the Housing Units. The renderings and plans set forth in Exhibit A-1 are preliminary in nature and subject to change pursuant to the terms of the Agreement.

EXHIBIT A-1 SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS

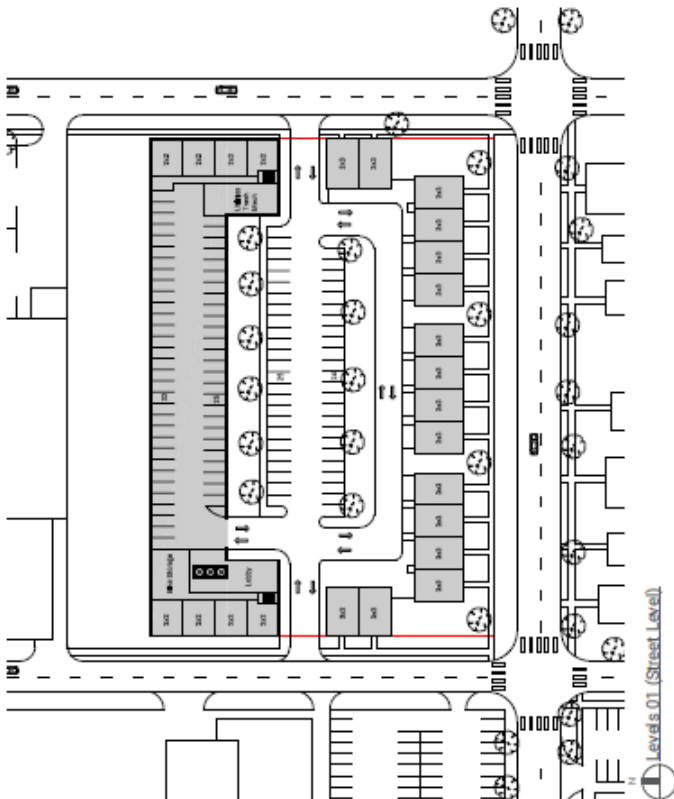


Unit Type	Avg. SF	Unit Count	Unit Percentage
Studio	504	3	4%
1x1	750	30	32%
2x2	950	30	32%
2x2 loft style	920	8	9%
3x2	1100	21	23%
Total		92	100%



Apartment Units

Page 5



Unit Type	Avg. SF	Unit Count
3BD Townhouse	2080	16
Total		16

Townhome Units

Note:
All plans, areas, exterior program and design elements subject to change, upon further analysis of codes, structure, mechanical systems, and City requirements. Images and plan are conceptual in nature to provide preliminary project context only.

CB Multi-Family | Site Plan Test
05 February 2020

Exhibit A-4



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

EXHIBIT B
MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

WHEREAS, the City of Council Bluffs, Iowa (“City”) and CB-WLG Affordable Limited Partnership, a Nebraska limited partnership (“Developer”), did on or about the ____ day of _____, 2021, make, execute, and deliver a 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 the City and as more particularly described as follows:

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition,
City of Council Bluffs, Pottawattamie County, 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, City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of 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.

Exhibit B-1

Execution Version

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 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, City and 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]

CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Notary Public in and for the State of Iowa

Exhibit B-3

86

CB-WLG AFFORDABLE LIMITED
PARTNERSHIP, a Nebraska limited
partnership

By: _____
Arun Agarwal, CEO

ATTEST:

By: _____
_____, Executive Vice President

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Arun Agarwal and _____ to me personally known, who, being by me duly sworn, did say that they are the CEO and Executive Vice President, respectively of CB-WLG Affordable Limited Partnership, 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 partnership, by them voluntarily executed.

Notary Public in and for said state

*[Signature page to Memorandum of Purchase, Sale, and Development Agreement – CB-WLG
Affordable Limited Partnership]*

Exhibit B-4

Execution Version

DRAFT – 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

**EXHIBIT C
SPECIAL WARRANTY DEED**

For the consideration of \$225,000.00 and other valuable consideration, the **City of Council Bluffs, Iowa**, (“Grantor”) does hereby convey to **CB-WLG Affordable Limited Partnership**, a Nebraska limited partnership (“Grantee”), the following described real estate in Pottawattamie County, Iowa:

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition,
City of Council Bluffs, Pottawattamie County, 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 use restrictions and a right of first refusal held by Grantor more particularly described in the Agreement and below. The Agreement is incorporated herein by reference and is on file for public inspection at the office of the City Clerk of the Grantor.

USE RESTRICTION. This conveyance is subject to and conditioned upon the Property being used or developed only for the purposes of the residential and multi-residential Minimum Improvements described in the Agreement, until the Termination Date of the Agreement (which is December 31, 2043), unless the governing body of Grantor consents to a different use, development, or purpose.

RIGHT-OF-FIRST REFUSAL. For a period of twenty years after recordation of this Deed or until the recordation of a Certificate of Completion for both the Minimum Apartment Improvements and the Minimum Townhouse Improvements issued by the Grantor pursuant to the Agreement, whichever is earlier (“Restriction Period”), if at any time Grantee seeks to sell the Property (or any portion thereof) to a third party, Grantee shall provide written notice to Grantor of Grantee’s intent to sell the Property (or a portion thereof), along with an appraisal of the fair market value of the Development Property (or the applicable portion thereof) at such time, and Grantor shall have thirty (30) days after Grantor’s receipt of such notice to exercise a right of first refusal to purchase the applicable portion of the Property from Grantee at the appraised amount. If Grantor does not exercise this right of first refusal with respect to a portion of the Property within the thirty (30) days following Grantor’s receipt of such notice, then this right of first refusal shall terminate with respect to that portion of the Property so sold, but shall not terminate with respect to any portion of the Property not sold. If Grantor does not exercise this right of

Exhibit C-1

Execution Version

the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Special Warranty Deed]

Exhibit C-3

Execution Version

EXHIBIT D
PROMISSORY NOTE

FOR VALUE RECEIVED, CB-WLG AFFORDABLE LIMITED PARTNERSHIP (the “Borrower”) agrees and promises to pay to the order of the CITY OF COUNCIL BLUFFS, IOWA (the “Lender”) the sum of \$225,000, 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.

CB-WLG AFFORDABLE LIMITED
PARTNERSHIP, a Nebraska limited partnership

By: _____
Arun Agarwal, CEO

ATTEST:

By: _____
_____, Executive Vice President

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Arun Agarwal and _____ to me personally known, who, being by me duly sworn, did say that they are the CEO and Executive Vice President, respectively of CB-WLG Affordable Limited Partnership, 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 partnership, by them voluntarily executed.

Notary Public in and for said state

[Signature Page to Promissory Note]

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DRAFT – DO NOT SIGN UNTIL MINIMUM IMPROVEMENTS COMPLETED

EXHIBIT F
CERTIFICATE OF COMPLETION

WHEREAS, the City of Council Bluffs, Iowa (“City”) and CB-WLG Affordable Limited Partnership, a Nebraska limited partnership (“Developer”), did on or about the _____ day of _____, 2021, make, execute, and deliver a 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:

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition, City of Council Bluffs, Pottawattamie County, 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, consisting of the Minimum Apartment Improvements and the Minimum Townhouse Improvements (as defined therein) 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 Minimum [Apartment] [Townhouse] 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 Minimum [Apartment] [Townhouse] 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 Minimum [Apartment] [Townhouse] 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.

Notary Public in and for the State of Iowa

[Signature page to Certification of Completion]

EXHIBIT G
RECEIPT OF HOMEBUYER REGARDING NON-ELIGIBILITY FOR TAX ABATEMENT

To:

By signing this form, you (the homebuyer) acknowledge receipt of this document, which informs you that, as a homebuyer purchasing the below-described property, you will not be eligible for tax abatement for the property under the City of Council Bluff's Urban Revitalization Plan, if any, or any other state, federal, or local law.

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

01906112-1\10342-159

RESOLUTION NO. 21-262

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A PURCHASE, SALE, AND DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL
BLUFFS AND CB-WLG AFFORDABLE LIMITED
PARTNERSHIP

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 has been amended by a 2021 Amendment to the Plan adopted 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, by Resolution No. 19-243, adopted October 21, 2019, this Council approved a Request For Proposals for the sale and development of certain City-owned land located within the Urban Renewal Area (the "Development Property"); and

WHEREAS, by Resolution No. 20-68, adopted February 24, 2020, the City selected the proposal submitted by CB-WLG Affordable Limited Partnership (the "Developer") and declared its intent to accept the Developer's proposal following the preparation of a purchase, sale, and development agreement by and between the City and the Developer; and

WHEREAS, the City has prepared a proposed Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and the Developer for the sale and development of the Development Property, pursuant to which Agreement, among other things, the City would agree to sell to the Developer and the Developer would agree to purchase the Development Property for \$225,000 and the Developer's other obligations under the Agreement; and

WHEREAS, the Agreement provides that the City will provide the Developer with a forgivable loan in the amount of \$225,000 to finance the Developer's purchase of the Development Property, which forgivable loan would be forgiven over a period of 20 years; and

WHEREAS, pursuant to the terms of the Agreement, the Developer would agree to construct (i) an approximately 92,000 square foot apartment building to include 80 Housing Units, and (ii) 8 townhouse Housing Units (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 sixteen (16) 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 Minimum Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, pursuant to the terms of the Agreement, the cumulative total for the Blight Remediation Grants is not to exceed \$2,000,000 or, if Developer receives a certificate of occupancy for at least four (4) additional townhouse Housing Units on the Development Property on or before December 31, 2024, not to exceed \$3,000,000; and

WHEREAS, Chapters 15A and 403, Code of Iowa, 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 Chapters, and to levy taxes and assessments for such purposes; and

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

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer, making a forgivable loan to the Developer, and making grants to the Developer all in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 13th day of September, 2021.

Mayor

ATTEST:

City Clerk

Council Communication

Department: Community

Development

Case/Project No.: URV-21-010

Submitted by: Housing &

Economic Development

Resolution 21-263

ITEM 4.C.

Council Action: 9/13/2021

Description

Resolution approving the Urban Revitalization Plan for the Mid-America Urban Revitalization Area.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	9/2/2021
Attachment A - Boundary Map	Map	9/2/2021
Attachment B - Urban Revitalization Plan	Other	9/2/2021
Exhibit A - Legal Description	Legal Description	9/2/2021
Resolution 21-263	Resolution	9/8/2021

Council Communication

Department: Community Development Case No.: URV-21-010 Applicant: Housing & Economic Development	Resolution No.: 21-	Resolution of Intent: 8/9/2021 Planning Commission: 8/10/2021 Public Hearing & First Reading: 9/13/2021 Second Reading: 9/27/2021 Third Reading: Request to Waive
Subject/Title		
Establishment of the Mid-America Urban Revitalization Area.		
Location		
Generally located on approximately 285 acres of land lying southwest of S 35th Street and north of 23 rd Avenue and land lying south of 23rd Avenue, west of S 24th Street, and north and west of Mid-America Drive.		
Background/Discussion		
<p><u>Background</u></p> <p>Chapter 404 of the Iowa Code authorizes a City to designate an area as an urban revitalization area. Improvements to qualified real estate within designated areas may then be eligible to receive a total or partial exemption from property taxes for a specified number of years. The exemptions are intended to stimulate private investment by reducing the tax increase that would normally result from making improvements to real estate property.</p> <p>Urban revitalization tax abatement incentives can apply to residential, commercial and industrial development. Both new construction on vacant or unimproved land and rehabilitation of existing structures are eligible for tax abatement.</p> <p>On November 22, 2004, the Council Bluffs City Council adopted Ordinance No. 5651, which established the MARCC Urban Revitalization Area. Subsequent to the completion of the Mid-America Center, Ordinance No. 5936 was adopted by Council repealing Ordinance No. 5651. The proposed Mid-America Urban Revitalization Area will include land that was located in the former MARCC Urban Revitalization Area. The newly proposed Mid-America Urban Revitalization Plan is intended to incentivize the redevelopment of land that remains vacant around the Mid-America Center.</p> <p>Staff has prepared an Urban Revitalization Plan in accordance with Section 404.2 of the Iowa Code and has scheduled the matter for City Council consideration. The Mid-America Urban Revitalization Area will consist of approximately 285 acres.</p> <p><u>Discussion</u></p> <p>Iowa Code permits the City to establish urban revitalization areas which satisfy one of the five conditions outlined in Section 404.1. Staff believes this project meets the criteria under 404.1.4. Section 404.1.4 discusses an area, which is appropriate as an economic development area as defined in section 403.17. Section 403.17 states an economic development area means an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises.</p> <p>On August 9, 2021, City Council approved Resolution 21-233 which directed staff to initiate the process of creating the Mid-America Urban Revitalization Plan and Area. This resolution set</p>		

Council Communication

September 13, 2021 as the date of the public hearing.

This matter was brought before the City Planning Commission at their August 10, 2021 meeting. The Commission found the following: 1) That the proposed Mid-America Urban Revitalization Plan furthers the goals of the City's *Bluffs Tomorrow: 2030 Plan*, which is the general plan for the development of the City of Council Bluffs; and 2) That the Mid-America Urban Revitalization Area is an area appropriate for urban revitalization as specified in Section 404.1.4 which discusses areas that are appropriate for economic development as defined by Section 403.17.

Property owners were notified and no written correspondence was received by the Community Development Department either in support or against the proposed plan. Concurrent with the adoption of an urban revitalization plan, an ordinance establishing the urban revitalization area can be considered. Upon adoption of the area and approval of an ordinance, the City is permitted to grant tax abatement to qualified projects.

Staff Recommendation

The Community Development Department recommends approval of the Mid-America Urban Revitalization Plan and Area and 1st consideration of the ordinance.

Planning Commission Public Hearing

Staff speakers for the request:

1. Christopher Gibbons, Planning Manager, City of Council Bluffs

Speakers in favor:

1. John Jerkovich, 535 West Broadway, Suite 100, Council Bluffs, IA 51503

Speakers in opposition: None

Planning Commission Recommendation

The Planning Commission recommended approval of the Mid-America Urban Revitalization Plan and Area.

Vote: 10-0 (1 absent)

AYE – Bass, Danielsen, Halm, Haner, Hutcheson, Rater, Rew, Scott, and Stroebele

NAY – None

ABSTAIN – None

ABSENT – Van Houten

Motion: Carried

Attachments

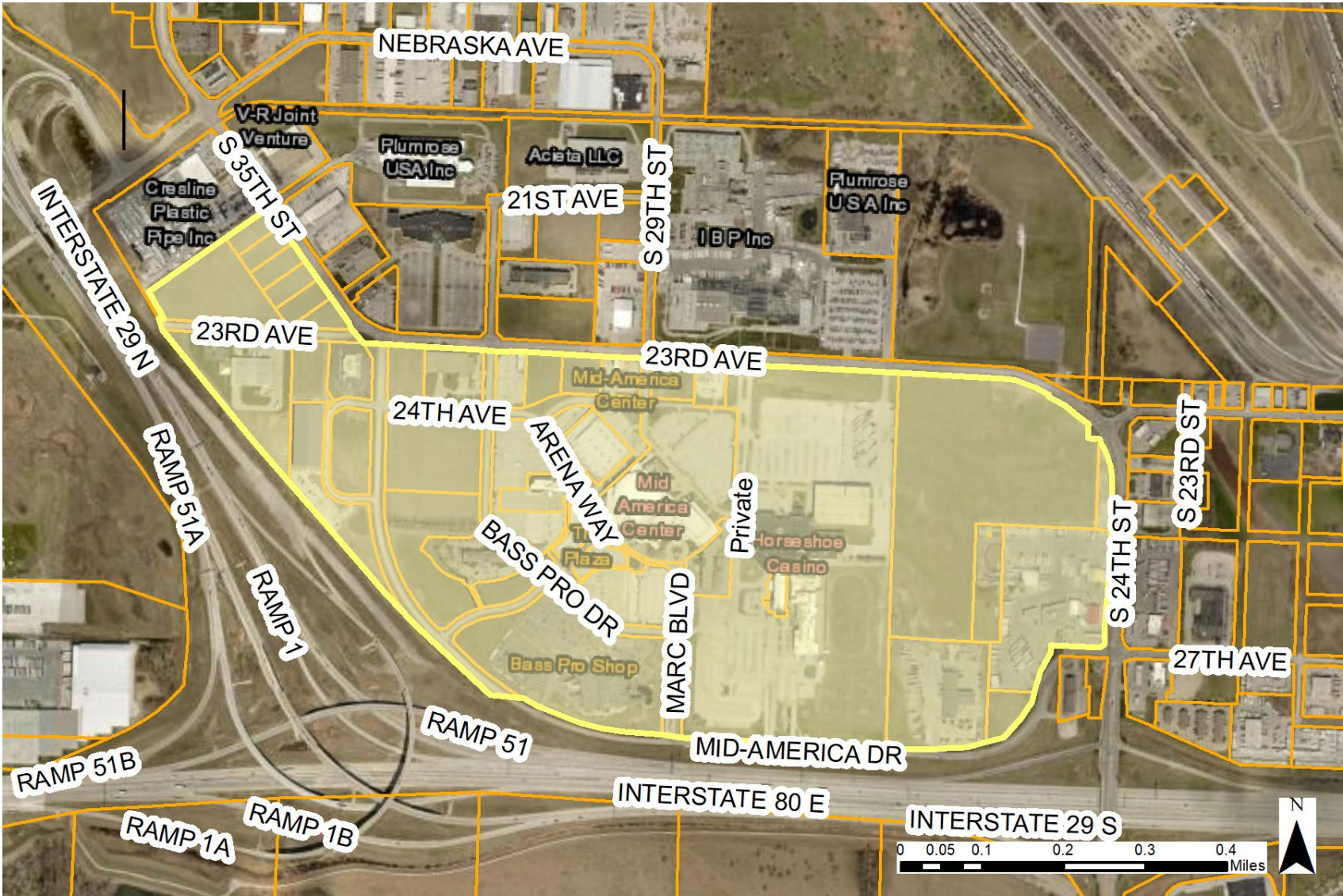
A) Boundary Map

B) Mid-America Urban Revitalization Plan

Prepared by: Tiffany Schmitt, Community Development Technician, Community Development Department

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

Mid-America Urban Revitalization Area - Boundary Map



Mid-America Urban Revitalization Plan



Prepared by

Community Development Department
City of Council Bluffs, Iowa

Adopted by

City Council on [REDACTED], 2021

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INTRODUCTION

The Urban Revitalization Act empowers a municipality to designate an area appropriate for commercial and industrial enterprises, public improvements related to housing and residential development, or construction of housing and residential development for low and moderate income families, including single or multifamily housing.

The City of Council Bluffs wishes to utilize property tax abatement incentives under the Urban Revitalization act to facilitate the development of new commercial and industrial land uses. The preparation and subsequent adoption of an Urban Revitalization Plan is required by the Iowa Code prior to the provision of property tax abatement.

Section 404.1 of the Iowa Code stipulates that the Council may, by ordinance, designate an area of the City as the revitalization area, if that area is classified as any of the following:

1. An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare.
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety or welfare in its present condition and use.
3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.
4. An area which is appropriate as an economic development area as defined in Section 403.17(10) of the Iowa Code which states “an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises, public improvements related to housing and residential development, or construction of housing and residential development for low and moderate income families, including single or multifamily housing.”

5. An area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multifamily housing.

The City of Council Bluffs concluded that the Mid-America Urban Revitalization Area meets the criteria of element 4. Consequently, on August 9, 2021, the City Council adopted Resolution No. 21-233, which directed staff to prepare a plan for the proposed revitalization area. Illustration 1 is the City Council Resolution.

**Mid-America Urban Revitalization Plan
Illustration 1 – Resolution**

RESOLUTION NO. 21-233

A RESOLUTION OF NECESSITY AND INTENT TO ESTABLISH THE MID-AMERICA URBAN REVITALIZATION AREA GENERALLY LOCATED ON APPROXIMATELY 285 ACRES OF LAND LOCATED BETWEEN S 35TH STREET AND 23RD AVENUE TO THE NORTH AND MID-AMERICA DRIVE TO THE SOUTH, IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the subject area is an appropriate area as defined in Section 404.1.4 of the Iowa Code; and

WHEREAS, multiple vacant parcels are available for economic development in this area; and

WHEREAS, a plan for the area must be developed in accordance with Section 404.2 of the Iowa Code; and

WHEREAS, thirty days notice of public hearing is required to be sent to all property owners and occupants within the area; and

WHEREAS, notice of public hearing is also required in accordance with Section 362.3 of the Iowa Code.

WHEREAS, a legal description of this area is attached as Exhibit A.

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

That the development of the area is necessary in the interest of the City and the area substantially meets the criteria of Section 404.1.4.

BE IT FURTHER RESOLVED

That the City Council directs staff to prepare a final plan pursuant to Section 404.2 of the Iowa Code by August 13, 2021.

BE IT FURTHER RESOLVED

That the City Council directs the City Clerk to set this matter for public hearing on September 13, 2021.

**ADOPTED
AND
APPROVED:**

August 9, 2021


Matthew J. Walsh Mayor

ATTEST:


Jodi Quakenbush City Clerk

LEGAL DESCRIPTION

The Mid-America Urban Revitalization Area is a tract of land containing the following legally described parcels:

A PARCEL OF LAND BEING ALL OF BASS PRO SUBDIVISION, BLUFFS VISION SUBDIVISION, BLUFFS VISION SUBDIVISION REPLAT 1, BLUFFS VISION 4 SUBDIVISION, BLUFFS VISION 4 SUBDIVISION REPLAT 1, HORSESHOE SUBDIVISION, HOTEL PLAZA AT THE MAC, HOTEL PLAZA AT THE MAC REPLAT 1, INRIP SUBDIVISION TRACT NO 1 1st ADDITION, MORRIS SUBDIVISION, MORRIS SUBDIVISION REPLAT 1, PLAZA AT MARCC, SAPP BROS TRAVEL CENTER, A PORTION OF RAILROAD ADDITION, A PORTION OF THE SOUTH HALF OF SECTION 03 AND A PORTION OF GOVERNMENT LOTS 2 AND 3 IN SECTION 04, ALL IN TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF SAID SAPP BROS TRAVEL CENTER, SAID NORTHEAST CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 24th STREET;

THENCE SOUTH ON SAID WEST RIGHT-OF-WAY LINE, 726 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MID-AMERICAN DRIVE;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1 WESTERLY, 352 FEET MORE OR LESS;*
- 2 SOUTHWESTERLY, 1,272 FEET MORE OR LESS;*
- 3 WESTERLY AND WESTERLY ON THE WESTERLY PROLONGATION, 2,382 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 29;*

THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 3,909 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF SAID INRIP SUBDIVISION TRACT NO 1 1st ADDITION; THENCE NORTHEASTERLY ON SAID WESTERLY PROLONGATION AND ON SAID LINE, 942 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH 35th STREET;

THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SOUTHEASTERLY ON IT'S SOUTHEASTERLY PROLONGATION, 1,073 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 23rd AVENUE;

THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 4,982 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH 24th STREET;

THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY, 610 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 285 ACRES, MORE OR LESS.

Mid-America Road Urban Revitalization Plan

Illustration 2 – Boundary

PROPERTY OWNERS AND ASSESSED VALUES

The Mid-America Urban Revitalization Area contains 44 parcels of land that total 260.10 acres in size. The total valuation (\$) for all land, dwellings, and buildings in this urban revitalization area are as follows:

Land Valuation: \$26,840,200.00

Dwelling Valuation: \$0

Building Valuation: \$119,730,000.00

Total Valuation: \$146,570,200.00

A complete listing of these parcels, ownership, land/dwelling/building valuation, and acreage information is outlined in the attachment titled *Appendix A – Property Owners and Valuations*. The information stated in this attachment was obtained from records in the Pottawattamie County Assessor's Office.

EXISTING ZONING AND PROPOSED LAND USE

The Mid-America Urban Revitalization Area is zoned P-C/Planned Commercial District, I-2/General Industrial District, and C-2/Commercial District, and is partially located within a designated Recreational-Tourism Overlay (RO) (see Illustrations 3 and 4). The P-C/Planned Commercial District is intended to provide for the development of retail shopping centers, hotel/motel services, destination resorts, and office parks. The I-2/General Industrial District is intended to provide for the development of general manufacturing and industrial areas. This district is designed to accommodate industrial uses with moderate external effects. The C-2 district is intended to provide for major commercial retail shopping and service areas adjacent to major traffic corridors. This district also provides a variety of commercial services to the community and adjacent residential neighborhoods.

The Recreation-Tourism Overlay (RO) is intended to maintain and enhance the aesthetic quality of areas around the National Historic Trails Center and land based and riverboat gaming facilities. This Overlay is intended to mitigate any negative impact associated with these facilities.

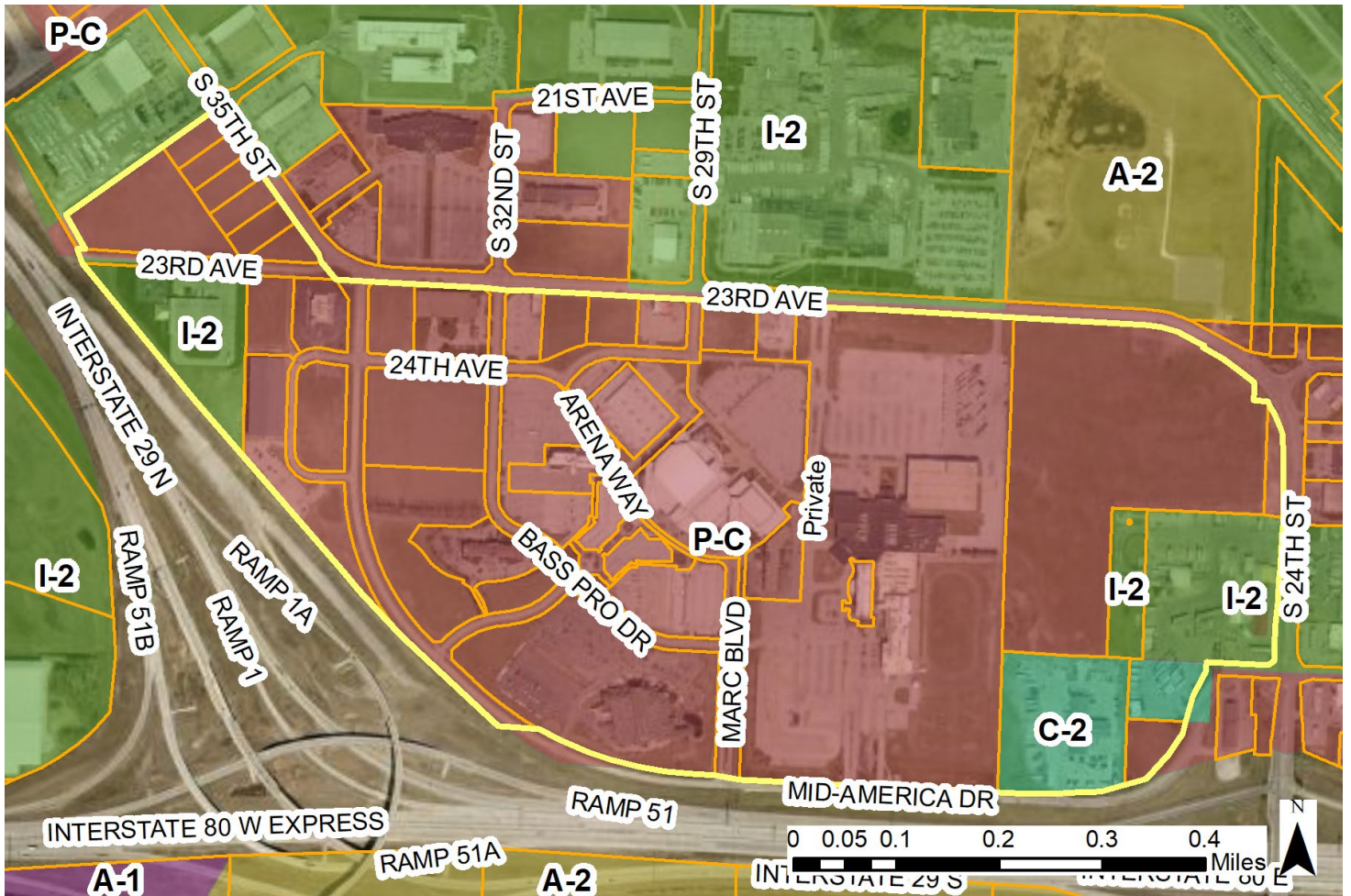
Surrounding zoning in the general vicinity of the Mid-America Urban Revitalization area includes: P-C/Planned Commercial District, I-2/General Industrial District, and A-2/Parks, Estates, and Agricultural District to the north; P-C/Planned Commercial District and I-2/General Industrial District to the east; A-2/Parks, Estates, and Agricultural District to the south across Mid-America Drive and the interstate; along with I-2/General Industrial District to the west.

The Mid-America Urban Revitalization Area contains a mixture of recreational, industrial, undeveloped, and commercial land uses. Existing businesses within this urban revitalization area include the following:

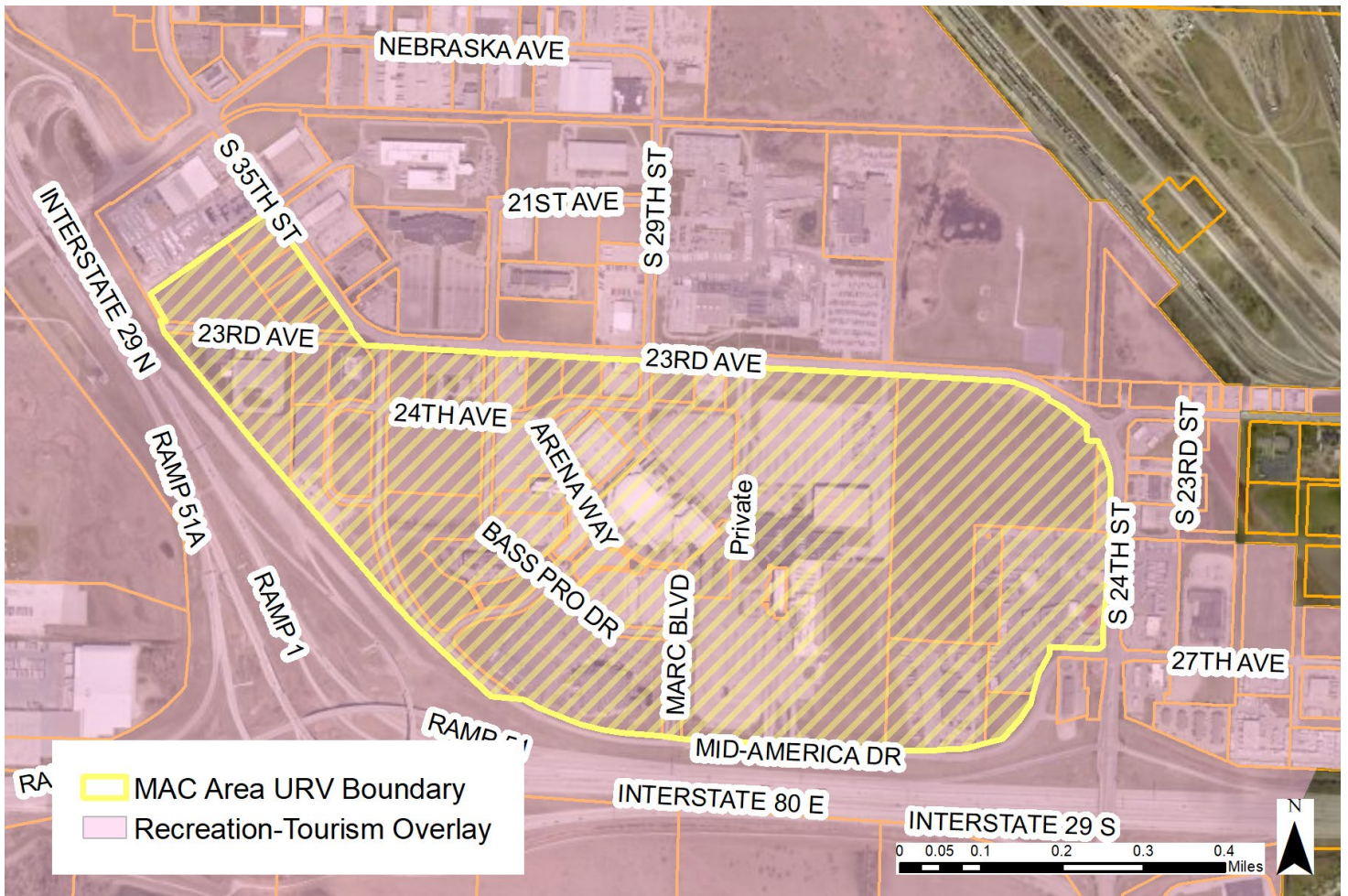
1. Quaker Steak & Lube – 3320 Mid America Drive (PIN #744403305001)
2. Iowa West Sports Plex – 3260 Mid America Loop (PIN #744403306002)
3. Doll Distributing – 3501 23rd Avenue (PIN #744404400007)
4. XPO Logistics – 2300 Bass Pro Drive (PIN #744403302002)
5. R P B Farms LLC (formerly Ruby Tuesday) – 3150 24th Ave (PIN #744403326001)
6. Marriott Spring Hill Suites – 3216 Plaza View Drive (PIN #744403351002)
7. Bass Pro Shop – 2901 Bass Pro Drive (PIN #744403376001)
8. U.S. Social Security Administration – 20 Arena Way, #1 (PIN #744403327006)
9. Backhaul and Track Logistics – 20 Arena Way, #2 (PIN #744403327006)
10. Armed Forces Career Center – 20 Arena Way, #107D (PIN #744403327006)
11. Total Care Chiropractic – 40 Arena Way, #1 (PIN #744403327005)
12. Full Fledged Brewing Company – 40 Arena Way, #2 (PIN #744403327005)
13. Big Kel's Pizza & Wings – 40 Arena Way, #11 (PIN #744403327005)
14. Courtyard Marriott – 2501 Bass Pro Drive (PIN #744403327009)
15. Hooters – 2910 24th Avenue (PIN #744403326004)
16. Fieldhouse Iowa West – 5 Arena Way (PIN #744403327008)
17. Mid-America Center – 1 Arena Way (PIN #744403327012)
18. Country Inn and Suites – 17 Arena Way (PIN #744403400002)
19. Hilton Garden Inn – 2702 Mid America Drive (PIN #744403400014)
20. Horseshoe Casino – 2701 23rd Avenue (PIN #744403400013)
21. Peterbilt – 2546 Mid America Drive (PIN #744403400009)
22. Sapp Brothers – 2608 S 24th Street (PIN #744403476002)
23. Burger King – 2608 S 24th Street (PIN #744403476002)
24. Subway – 2608 S 24th Street (PIN #744403476002)
25. Apple Barrel Restaurant – 2608 S 24th Street (PIN #744403476002)

The remaining properties in the proposed Mid-America Urban Revitalization Area are undeveloped. An RV sales dealership (Lazydays RV) will be developed at the northwest corner of the intersection of 23rd Avenue and South 35th Street. The Mid-America Urban Revitalization Plan is intended to incentivize the redevelopment of vacant lands in the area. All land uses in the proposed Mid-America Urban Revitalization Area will be commercial or industrial.

Mid-America Urban Revitalization Plan
Illustration 3 – Zoning



Mid-America Urban Revitalization Plan
Illustration 4 – Recreation-Tourism Overlay



PROPOSALS FOR IMPROVING OR EXPANDING CITY SERVICES

The proposed Mid-America Urban Revitalization Area is served with all municipal utilities (sanitary sewer, water and storm sewer) as well as electricity and gas. The area is accessible by multiple public roadways. All said roadways operate at a level of service (LOS) that can adequately handle additional traffic generated by new projects in this proposed urban revitalization area. There is a plan to add a new fire station at the southeast corner of S 29th Street and 23rd Avenue. A trail will be constructed through the property as development occurs. There are no other proposals to expand City services at this time.

RELOCATION PROVISIONS

Relocation is not anticipated with the implementation of this plan. However, if either a residential or non-residential tenant relocation occurs as a result of actions taken by a developer qualifying for the benefits under the Urban Revitalization Act, the tenant shall receive compensation from the developer of one month's rent and actual moving expenses, provided that the tenant has occupied the same unit continuously for a one year period prior to the adoption of this plan.

OTHER PUBLIC ASSISTANCE

Other public assistance has not been requested at this time.

APPLICABILITY AND TAX EXEMPTION SCHEDULE

1. Eligibility - The Mid-America Urban Revitalization Plan will apply to commercial and industrial land uses.

Both new construction and rehabilitation of existing structures will be eligible for tax abatement under the plan. Rehabilitation may include renovation of a structure to bring it to code standards, remodeling and expansion.

2. Term - The term of this Plan shall be until December 31, 2041 or as amended by City Council.

3. Commercial and Industrial

Ten Year - All eligible commercial and industrial real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten years. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- a. For the first year, eighty percent.
- b. For the second year, seventy percent.
- c. For the third year, sixty percent.
- d. For the fourth year, fifty percent.
- e. For the fifth year, forty percent.
- f. For the sixth year, forty percent.
- g. For the seventh year, thirty percent.
- h. For the eighth year, thirty percent.
- i. For the ninth year, twenty percent.
- j. For the tenth year, twenty percent.

-OR-

Three Year - All eligible commercial and industrial real estate is eligible to receive a one hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years.

6. Improvements - Improvements shall include commercial and industrial rehabilitation and additions to existing structures as well as new construction on vacant land or on land with existing structures

- For non-residential property, improvements must increase the actual value of the structure by at least 15%. If more than one building is located on the property, the 15% increase requirement applies only to the structure or structures upon which the improvements were made.
- If no structures were located on the property prior to the improvements, any improvements may qualify.

7. Actual Value - Actual value added by the improvements means the actual value added as of the first year for which the exemption was received. However, if such construction was begun one year prior to the adoption by the City of a Plan of Urban Revitalization pursuant to Chapter 404 of the Iowa Code, the value added by such construction, shall not constitute an increase in value for purposes of qualifying for the exemptions listed in this section.

APPLICATION AND REVIEW PROCESS

Upon completion of all improvements made within the assessment year for which the exemption is first claimed, the owner shall use the following procedure to secure the tax exemption.

1. The applicant requests a conference with the Community Development Department to discuss applicability of the request to established policy and review the application process.

2. The applicant completes the required forms and submits them along with all required data by February 1st to the Community Development Department. As part of the acceptance procedure, the Community Development Department shall review the submission for completeness. If there is a deficiency, the Department shall notify the applicant within seven (7) days.
3. The Department shall review the application according to the following criteria: 1) conformance with the Urban Revitalization Plan; 2) a finding that the site is within a designated area; 3) a finding that the work has been completed within the time required to qualify for abatement in the assessment year; 4) a finding that the application is consistent with Chapter 404 of the Iowa Code; and 5) a finding that the application is consistent with all applicable city codes and ordinances.
4. Upon review of the application, the Community Development Department will prepare a recommendation and schedule the proposal for City Council consideration.
5. By resolution, the City Council will accept the application and improvements as consistent with the intent of this plan and state law.
6. The City Council will then direct the Community Development Department to transmit a copy of the case file to the Assessor's Office by March 1st as required by Chapter 404 of the Iowa Code.

APPENDIX A: Property Owners and Valuations

#	Parcel Number	Owner	Permanent Property Address	Owner Mailing Address	Land Valuation	Building Valuation	Dwelling Valuation	Parcel Total Valuation	Acreage
1	744404277002	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$8,700.00	\$0.00	\$0.00	\$8,700.00	6.31
2	744404277003	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,400.00	\$9,600.00	\$0.00	\$11,000.00	1.11
3	744404277004	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,100.00	\$0.00	\$0.00	\$1,100.00	1.05
4	744404277005	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,100.00	\$0.00	\$0.00	\$1,100.00	1.11
5	744404277006	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,100.00	\$16,200.00	\$0.00	\$17,300.00	1.11
6	744403151001	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,200.00	\$0.00	\$0.00	\$1,200.00	1.14
7	744403151002	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.96
8	744403306001	MORRIS, EDWARD L-FRANCES M TRUSTS		12582 DEERFIELD CT, COUNCIL BLUFFS, IA 51503	\$2,300.00	\$0.00	\$0.00	\$2,300.00	2.24
9	744403305001	Q S L LLC	DBA: QUAKER STEAK & LUBE 3320 MID AMERICA DR	19277 CONIFER LN SUITE #2, COUNCIL BLUFFS, IA 51503	\$786,300.00	\$1,218,200.00	\$0.00	\$2,004,500.00	2.29
10	744403306002	MAC VENTURES LLC	DBA: IOWA WEST SPORTS PLEX 3260 MID AMERICA LOOP	4201 RIVERS EDGE PKWY SUITE 400, COUNCIL BLUFFS, IA 51501	\$2,100.00	\$63,600.00	\$0.00	\$65,700.00	6.07
11	744404400007	DOLL DISTRIBUTING LLC	3501 23RD AVE	3501 23RD AVE, COUNCIL BLUFFS, IA 51501	\$806,300.00	\$2,585,400.00	\$0.00	\$3,391,700.00	8.90
12	744403306003	MORRIS, EDWARD L-FRANCES M TRUSTS		12582 DEERFIELD CT, COUNCIL BLUFFS, IA 51503	\$4,000.00	\$0.00	\$0.00	\$4,000.00	3.20
13	744403302001	COUNCIL BLUFFS SAVINGS BANK		126 W 6TH ST, CARROLL, IA 51401	\$2,200.00	\$0.00	\$0.00	\$2,200.00	2.00
14	744403302002	GREENTREE INVESTMENTS INC	DBA: XPO LOGISTICS 2300 BASS PRO DR	2617 S 95TH CIR, OMAHA, NE 68124	\$882,500.00	\$1,393,000.00	\$0.00	\$2,275,500.00	3.06
15	744403303001	KREJCI, FRANK R TRUST		1505 N 203RD ST, ELKHORN, NE 68022	\$11,700.00	\$0.00	\$0.00	\$11,700.00	7.14
16	744403351001	C B LODGING LLC		4534 WORNALL RD, KANSAS CITY, MO 64111	\$12,500.00	\$0.00	\$0.00	\$12,500.00	8.03
17	744403351002	LA POSADA GROUP LLC	DBA: MARRIOTT SPRING HILL SUITES 3216 PLAZA VIEW DR	755 E MULBERRY STE 600, SAN ANTONIO, TX 78212	\$958,800.00	\$8,636,900.00	\$0.00	\$9,595,700.00	3.67
18	744403351003	C B LODGING LLC		4534 WORNALL RD, KANSAS CITY, MO 64111	\$2,200.00	\$0.00	\$0.00	\$2,200.00	1.31
19	744403376001	COUNCIL BLUFFS, CITY OF	DBA: BASS PRO SHOP 2901 BASS PRO DR	209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$2,735,000.00	\$13,115,100.00	\$0.00	\$15,850,100.00	17.88
20	744403327004	MAC VENTURES LLC		25 MAIN PL STE 550, COUNCIL BLUFFS, IA 51503	\$463,600.00	\$0.00	\$0.00	\$463,600.00	1.77
21	744403327006	MAC VENTURES LLC	DBA: PLAZA AT THE MARCC 20 ARENA WAY	25 MAIN PL STE 550, COUNCIL BLUFFS, IA 51503	\$253,800.00	\$821,300.00	\$0.00	\$1,075,100.00	1.01
22	744403327005	MAC VENTURES LLC	DBA: PLAZA AT THE MARCC 40 ARENA WAY	25 MAIN PL STE 550, COUNCIL BLUFFS, IA 51503	\$253,800.00	\$1,272,200.00	\$0.00	\$1,526,000.00	1.01
23	744403327010	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	6.26
24	744403327009	IRH COUNCIL BLUFFS LLC	DBA: COURTYARD MARRIOTT 2501 BASS PRO DR	8815 CONROY-WINDERMERE RD STE 616, ORLANDO, FL 32835	\$790,000.00	\$9,000,000.00	\$0.00	\$9,790,000.00	2.32
25	744403327003	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	0.38
26	744403327011	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	4.32
27	744403326001	R P B FARMS LLC	3150 24TH AVE	10898 NORTH JOHN ALBERT AVENUE, FRESNO, CA 93730	\$660,000.00	\$130,000.00	\$0.00	\$790,000.00	1.64
28	744403326002	C M K DEVELOPMENT LLC		16820 FRANCES ST SUITE 205, OMAHA, NE 68130	\$2,600.00	\$0.00	\$0.00	\$2,600.00	1.64
29	744403326003	C M K DEVELOPMENT LLC		16820 FRANCES ST SUITE 205, OMAHA, NE 68130	\$2,200.00	\$0.00	\$0.00	\$2,200.00	1.50
30	744403326004	TARR FARMS INC	DBA: HOOTERS 2910 24TH AVE	135 RIVERSIDE ST, BELLEVUE, IA 52031	\$625,000.00	\$762,100.00	\$0.00	\$1,387,100.00	1.50
31	744403327001	COUNCIL BLUFFS SAVINGS BANK		126 W 6TH ST, CARROLL, IA 51401	\$1,700.00	\$0.00	\$0.00	\$1,700.00	1.64
32	744403400001	MIDAMERICAN ENERGY CO	2747 23RD AVE	PO BOX 657 CORPORATE TAX DMR5, DES MOINES, IA 50303-0657	\$0.00	\$0.00	\$0.00	\$0.00	1.33
33	744403327008	MAC VENTURES LLC	DBA: FIELDHOUSE IOWA WEST 5 ARENA WAY	4201 RIVERS EDGE PKWY SUITE 400, COUNCIL BLUFFS, IA 51501	\$126,700.00	\$1,942,100.00	\$0.00	\$2,068,800.00	2.76
34	744403327007	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	2.92
35	744403327012	COUNCIL BLUFFS, CITY OF	DBA: MID-AMERICA CENTER 1 ARENA WAY	209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	16.18
36	744403400014	HORSESHOE COUNCIL BLUFFS LLC	DBA: HILTON GARDEN INN 2702 MID AMERICA DR	535 MADISON AVE 20TH FLR, NEW YORK, NY 10022	\$465,200.00	\$11,522,700.00	\$0.00	\$11,987,900.00	0.89
37	744403400017	SAPP BROS TRAVEL CENTERS INC		PO BOX 45305, OMAHA, NE 68145-0305	\$10,200.00	\$15,200.00	\$0.00	\$25,400.00	36.56
38	744403400013	HORSESHOE COUNCIL BLUFFS LLC	DBA: HORSESHOE CASINO 2701 23RD AVE	535 MADISON AVE 20TH FLR, NEW YORK, NY 10022	\$11,665,500.00	\$53,349,600.00	\$0.00	\$65,015,100.00	62.66
39	744403400009	SIoux CITY TRUCK SALES INC	DBA: PETERBILT 2546 MID AMERICA DR	P O BOX 386, SIOUX CITY, IA 51102	\$1,821,700.00	\$1,745,800.00	\$0.00	\$3,567,500.00	10.71

#	Parcel Number	Owner	Permanent Property Address	Owner Mailing Address	Land Valuation	Building Valuation	Dwelling Valuation	Parcel Total Valuation	Acreage
40	744403476001	SAPP BROS TRAVEL CENTERS INC		PO BOX 45305, OMAHA, NE 68145-0305	\$387,500.00	\$155,200.00	\$0.00	\$542,700.00	3.10
41	744402306003	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	1.13
42	744403476002	SAPP BROS INC	DBA: SAPP BROTHERS 2608 S 24TH ST	PO BOX 45305, OMAHA, NE 68145-0305	\$2,280,000.00	\$6,179,000.00	\$0.00	\$8,459,000.00	14.24
43	744403476003	SAPP BROS INC		PO BOX 45305, OMAHA, NE 68145-0305	\$400.00	\$0.00	\$0.00	\$400.00	1.58
44	744403400002	BRENT ASSOCIATES CB LLC C/O CLATTERBUCK PROPERTIES	DBA COUNTRY INN AND SUITES 17 ARENA WAY	12408 S 36TH ST BELLEVUE, NE 68123	\$808,800.00	\$5,796,800.00	\$0.00	\$6,605,600.00	2.47
Total:					\$26,840,200.00	\$119,730,000.00	\$0.00	\$146,570,200.00	260.10

Exhibit A

A PARCEL OF LAND BEING ALL OF BASS PRO SUBDIVISION, BLUFFS VISION SUBDIVISION, BLUFFS VISION SUBDIVISION REPLAT 1, BLUFFS VISION 4 SUBDIVISION, BLUFFS VISION 4 SUBDIVISION REPLAT 1, HORSESHOE SUBDIVISION, HOTEL PLAZA AT THE MAC, HOTEL PLAZA AT THE MAC REPLAT 1, INRIP SUBDIVISION TRACT NO 1 1st ADDITION, MORRIS SUBDIVISION, MORRIS SUBDIVISION REPLAT 1, PLAZA AT MARCC, SAPP BROS TRAVEL CENTER, A PORTION OF RAILROAD ADDITION, A PORTION OF THE SOUTH HALF OF SECTION 03 AND A PORTION OF GOVERNMENT LOTS 2 AND 3 IN SECTION 04, ALL IN TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF SAID SAPP BROS TRAVEL CENTER, SAID NORTHEAST CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 24th STREET;

THENCE SOUTH ON SAID WEST RIGHT-OF-WAY LINE, 726 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MID-AMERICAN DRIVE;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1 WESTERLY, 352 FEET MORE OR LESS;
- 2 SOUTHWESTERLY, 1,272 FEET MORE OR LESS;
- 3 WESTERLY AND WESTERLY ON THE WESTERLY PROLONGATION, 2,382 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 29;

THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 3,909 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF SAID INRIP SUBDIVISION TRACT NO 1 1st ADDITION;

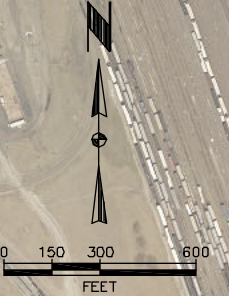
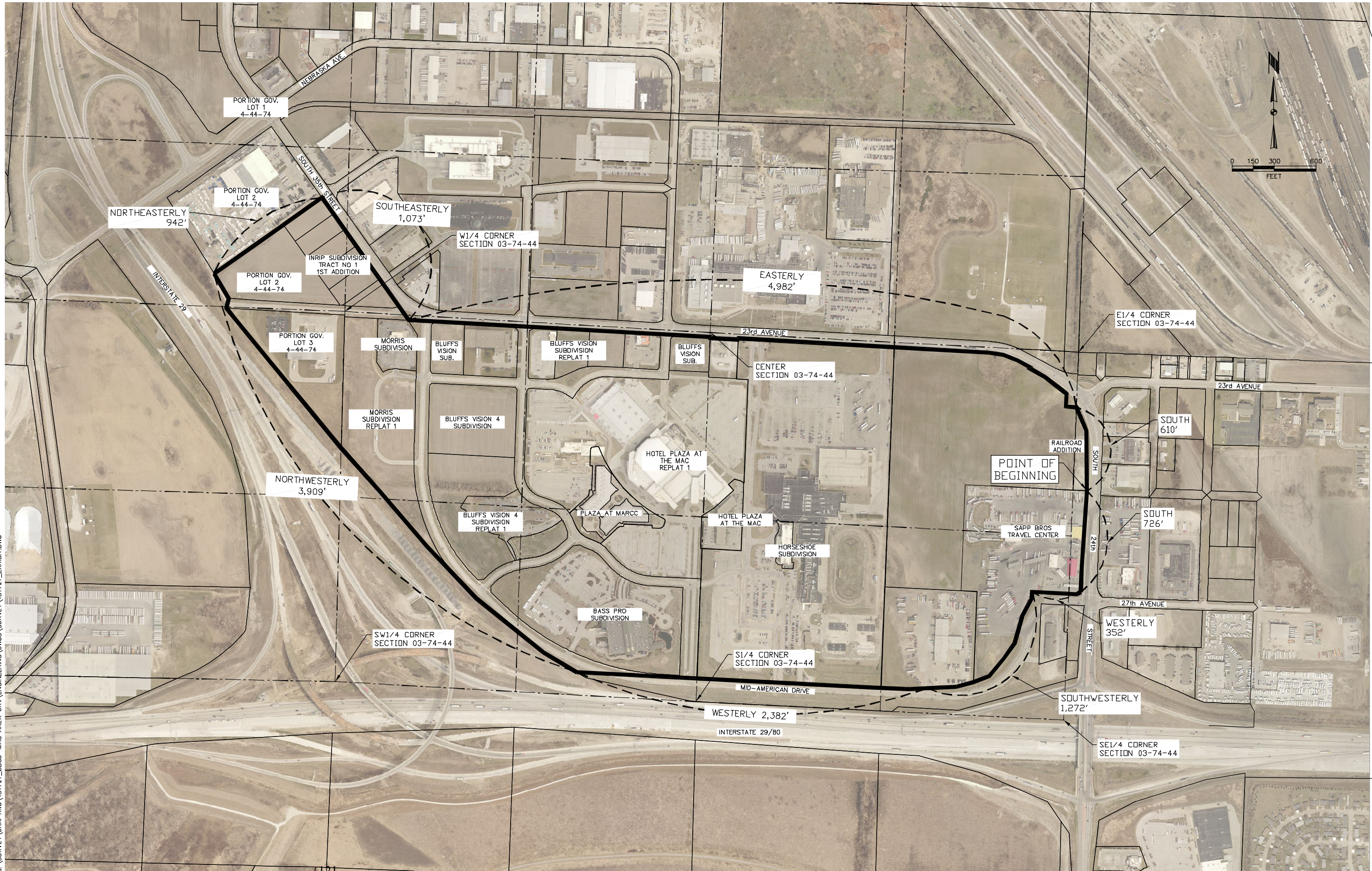
THENCE NORTHEASTERLY ON SAID WESTERLY PROLONGATION AND ON SAID LINE, 942 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH 35th STREET;

THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SOUTHEASTERLY ON IT'S SOUTHEASTERLY PROLONGATION, 1,073 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 23rd AVENUE;

THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 4,982 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH 24th STREET;

THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY, 610 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 285 ACRES, MORE OR LESS.



RESOLUTION NO. 21-263

A RESOLUTION APPROVING THE URBAN REVITALIZATION PLAN FOR THE MID-AMERICA URBAN REVITALIZATION AREA.

- WHEREAS,** the City of Council Bluffs has the authority under Chapter 404 of the Iowa Code to declare an area to be an urban revitalization area; and
- WHEREAS,** on August 9, 2021, the City Council adopted Resolution 21-233, which directed staff to prepare a plan for the Mid-America Urban Revitalization Area and set a public hearing for September 13, 2021; and
- WHEREAS,** a legal description of this area is attached as Exhibit A.
- WHEREAS,** on August 10, 2021, the City Planning Commission reviewed the Mid-America Urban Revitalization Plan and found it consistent with the goals and objectives of the City's *Bluffs Tomorrow: 2030 Plan*, which is the general plan for the development of the City of Council Bluffs; and
- WHEREAS,** the current property is appropriate as an economic development area as defined in section 403.17; and
- WHEREAS,** after careful study and consideration, this City Council finds that the development of the area is necessary in the interest of the public health, safety and/or welfare of the residents of the City.

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

That the City Council hereby approves the Mid-America Urban Revitalization Plan.

ADOPTED
AND
APPROVED

September 13, 2021

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

Department: Parks and Recreation
Case/Project No.: COCHRAN
PARK PLAYGROUND, PR22-05
Submitted by: Vincent M
Martorello

Resolution 21-264
ITEM 4.D.

Council Action: 9/13/2021

Description

Resolution approving the plans and specifications for the Cochran Park playground improvements.

Background/Discussion

The City Council approved the Cochran Park Playground Upgrade in the FY 22 Capital Improvement program. The project is approved for \$400,000. PowerTech, a local company specializing in residential and commercial electrical service, generator sales, service and installation, and facility maintenance has made a \$200,000 donation to this project.

The existing playground will be removed and replaced with a playground for children ages 2-5, and another playground for children ages 5-12. Also included in the project is a shelter in a proximate location to both playground. The project was planned for construction this fall and in conversations with the representatives from PowerTech, it was decided to delay the construction until spring 2022. However, the quoted price for the playground and shelter expire on December 31, 2021 due to new price lists for the materials.

The bid for the project will be issued this fall and provide contractors plenty of time to schedule the construction and allow for the lengthy lead time for materials, while maintaining the quoted pricing.

Recommendation

Approve resolution for the Cochran Park Playground improvements.

ATTACHMENTS:

Description	Type	Upload Date
Cochran Park Playground Plan Set	Other	9/3/2021
Cochran Park Playground Image 01	Other	9/3/2021
Cochran Park Playground image 02	Other	9/3/2021
Cochran Park Playground image 03	Other	9/3/2021
Resolution 21-264	Resolution	9/8/2021



CB PROJECT
#2021-136

COCHRAN PARK PLAYGROUND IMPROVEMENTS

COUNCIL BLUFFS PARKS AND RECREATION DEPARTMENT

GENERAL NOTES

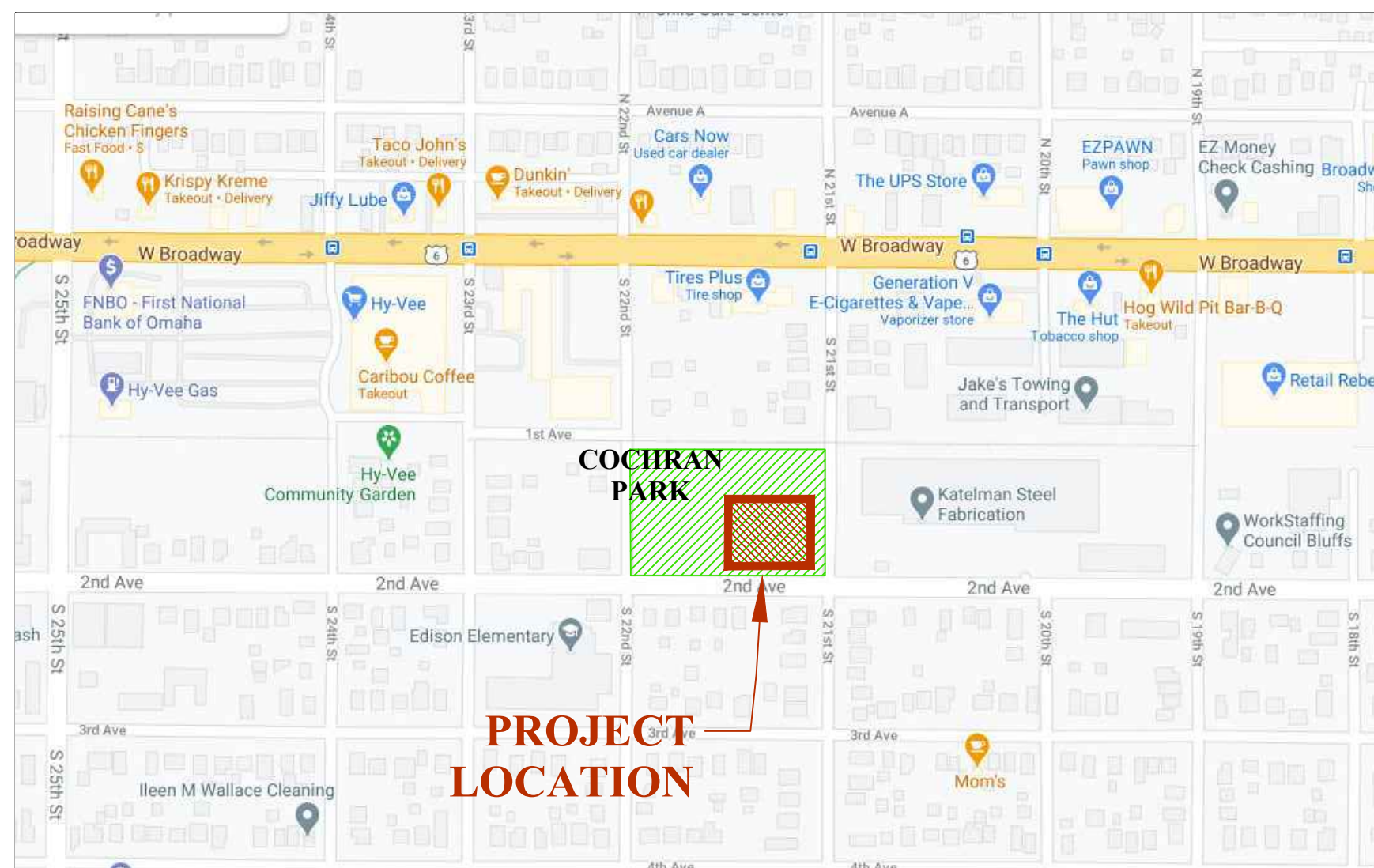
SCHEDULE OF SHEETS

SHEET C0.0	COVER SHEET, NOTES
SHEET C0.1	SITE SURVEY
SHEET C0.2	SITE DEMOLITION PLAN
SHEET C1.0	LAYOUT PLAN
SHEET C2.0	GRADING PLAN
SHEET C3.0	SITE DETAILS
SHEET C3.1	SITE DETAILS
SHEET C3.2	SITE DETAILS



SPECIFICATIONS

THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2021, AND CITY OF COUNCIL BLUFFS SUPPLEMENTAL SPECIFICATIONS 2021, SHALL APPLY TO THIS PROJECT.



PROJECT
LOCATION

LOCATION MAP
COUNCIL BLUFFS, IOWA
NO SCALE

- UTILITY FACILITIES SHOWN ARE FROM LOCATES OR RECORDS PROVIDED BY OTHERS, AND SHALL BE CONSIDERED APPROXIMATE. OTHER UTILITIES MAY EXIST (EITHER IN SERVICE OR ABANDONED) AND THEIR LOCATION MAY NOT BE PRESENTLY KNOWN OR IDENTIFIED ON THE PLANS. THE ENGINEER MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE ENGINEER FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE CONTRACTOR SHALL NOTIFY THE IOWA ONE-CALL SYSTEM AT 1-800-292-8989 TO IDENTIFY THE LOCATION OF ALL UNDERGROUND UTILITY FACILITIES WITHIN THE CONSTRUCTION AREA.

THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL PUBLIC AND PRIVATE UTILITY FACILITIES LOCATED WITHIN THE CONSTRUCTION AREA TO AVOID DAMAGE IN ACCORDANCE WITH SECTION 480.4, CODE OF IOWA. DAMAGE TO UTILITIES DUE TO THE CONTRACTOR'S ACTIONS SHALL BE REPAIRED OR REPLACED WITHOUT COST TO THE OWNER OR ENGINEER.

WHERE EXISTING UTILITY FACILITIES ARE SHOWN IN THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTILITIES AND CONDUCTING WORK NEAR UTILITY FACILITIES REQUIRED BY SECTION 480.4, CODE OF IOWA.

THE CONTRACTOR SHALL COOPERATE WITH UTILITY COMPANIES IN THEIR ADJUSTMENT OPERATIONS SO THAT THESE OPERATIONS MAY PROGRESS, THE DUPLICATION OF ADJUSTMENT WORK MAY BE REDUCED, AND THAT SERVICES RENDERED BY THOSE PARTIES WILL NOT BE INTERRUPTED.

THE CONTRACTOR SHALL REVIEW ALL UTILITIES SHOWN IN THE PLANS AND COORDINATE WITH ALL UTILITY COMPANIES NECESSARY TO SCHEDULE WORK FOR ALL KNOWN AND POTENTIAL CONFLICTS. THE CONTRACTOR SHALL BE AWARE THAT UTILITY SERVICES ARE NOT ROUTINELY LOCATED OR SHOWN ON THE PLANS, HOWEVER MAY BE A CONFLICT WITH THE WORK PERFORMED. DELAYS, INCONVENIENCE, OR DAMAGE CLAIMED BY THE CONTRACTOR DUE TO ANY INTERFERENCE OF UTILITIES SHOWN IN THE PLANS OR SERVICES SHALL NOT BE CONSIDERED A CIRCUMSTANCE FOR ADDITIONAL TIME OR COMPENSATION.

- THE CONTRACTOR SHALL KEEP SANITARY SEWER AND STORM SEWER LINES AND STRUCTURES CLEAN AND FREE OF DEBRIS THAT IS A RESULT OF CONSTRUCTION OPERATIONS. ANY CLEANING AND REMOVAL OF DEBRIS THAT ENTERS AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE COMPLETED AT THE EXPENSE OF THE CONTRACTOR.
- ALL SOLID WASTE, AND EXCESS EXCAVATION FROM THE REMOVAL OR INSTALLATION OF PAVEMENT, STORM, AND SANITARY SEWER SYSTEMS, SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS. ALL REMOVED ITEMS SHALL BE DISPOSED OF BY THE CONTRACTOR OFF SITE AND SHALL NOT BE INCORPORATED INTO THE WORK.

PRIOR TO THE COMMENCEMENT OF REMOVALS, THE CONTRACTOR SHALL PROVIDE THE ENGINEER DOCUMENTATION OF THEIR CERTIFIED DISPOSAL SITE(S) FOR ALL ITEMS TO BE REMOVED FROM THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH LOAD TICKETS FOR ALL ITEMS REMOVED FROM THE PROJECT. PAYMENT WILL NOT BE MADE ON REMOVAL ITEMS WITHOUT APPROPRIATE TICKETS.

- TO COMPLY WITH THE MIGRATORY BIRD TREATY ACT, TREES SHALL NOT BE REMOVED DURING THE PRIMARY NESTING SEASON DEFINED AS APRIL 1ST THROUGH SEPTEMBER 30TH.

EXISTING TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. TRIMMING OF TREES WITH TRUNKS LOCATED OUTSIDE OF THE RIGHT OF WAY SHALL NOT BE COMPLETED WITHOUT AUTHORIZATION FROM THE OWNER. WHEN TRIMMING IS REQUIRED ON ANY TREE, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE OWNER AND USE SAWS TO REMOVE ROOTS AND BRANCHES FROM TREES THAT ARE TO REMAIN. NO REMOVAL OF ROOTS OR BRANCHES SHALL BE BY HEAVY EQUIPMENT THAT RESULTS IN TEARS. ALL REMOVALS SHALL LEAVE A SMOOTH CUT FACE.

- THE CONTRACTOR SHALL CONFINE ALL OPERATIONS, INCLUDING EQUIPMENT AND MATERIAL STORAGE, WITHIN THE CONSTRUCTION ROW AND/OR EASEMENTS OF THE PROJECT. IF THE CONTRACTOR IS GRANTED PERMISSION TO STORE MATERIALS OR EQUIPMENT ON ADJACENT PRIVATE PROPERTY THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH WRITTEN PROOF OF PERMISSION FROM THE LANDOWNER.
- THE CONTRACTOR SHALL MAINTAIN THE PROJECT LIMITS. BY COMMENCING THE WORK IN A GIVEN AREA, THE CONTRACTOR ASSUMES THE RESPONSIBILITY FOR ONGOING REQUIRED MAINTENANCE SUCH AS MOWING AND WEED CONTROL WITHIN THE PROJECT LIMITS.
- CONSTRUCTION STAKING SHALL BE FURNISHED BY THE CONTRACTOR.
- THE CONTRACTOR SHALL CONTROL CONSTRUCTION DEBRIS, HAZARDOUS WASTE SPILLS, AND CONCRETE TRUCK WASHOUT AREA(S). THE CONTRACTOR SHALL CLEAN-UP AND DISPOSE OF ALL WASTE PROPERLY OFF-SITE AT AN APPROVED DISPOSAL FACILITY. NO CONSTRUCTION MATERIAL WASTES OR UNUSED MATERIALS SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED WITHIN THE PROJECT LIMITS.
- THE CONTRACTOR SHALL TAKE STEPS TO CONTROL SOIL EROSION AND FUGITIVE DUST DURING CONSTRUCTION. IF NECESSARY, HAY BALES, CHECK DAMS, SEDIMENT TRAPS OR ADDITIONAL SILT FENCE (NOT INDICATED ON THE PLANS) SHALL BE USED TO RETAIN SILT AND PREVENT SILT FROM ENTERING THE STORM DRAINAGE SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONDUCT OPERATIONS IN ACCORDANCE WITH THE CITY STANDARDS AND MAINTAIN CLEAN PAVEMENT AND SIDEWALKS THROUGHOUT AND UPON COMPLETION OF PROJECT.
- ALL CONCRETE TRUCKS SHALL RETURN TO THE PLANT TO WASHOUT UNLESS THE CONTRACTOR DESIGNATES A LOCATION ON SITE FOR THE TRUCKS TO WASH. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND CLEANUP OF THE WASHOUT LOCATION.
- THE CONTRACTOR SHALL ADEQUATELY BARRICADE WORK AREA DURING CONSTRUCTION TO INSURE PUBLIC SAFETY. IN ADDITION, THE CONTRACTOR SHALL INSTALL AND MAINTAIN ORANGE SAFETY FENCE AROUND THE JOB SITE PERIMETER FOR THE DURATION OF THE PROJECT.
- THE CONTRACTOR SHALL FIELD VERIFY THE DEPTH AND LOCATION OF EXISTING UNDERGROUND UTILITIES FOR ALL UTILITIES IS REQUIRED AND SHALL BE INCIDENTAL TO THE PROJECT.

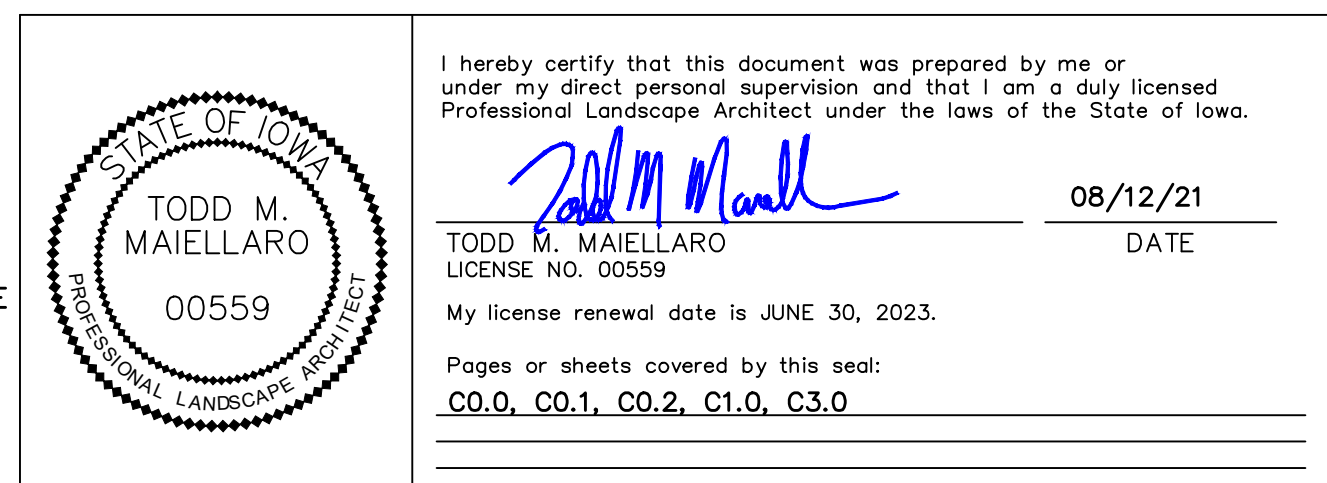
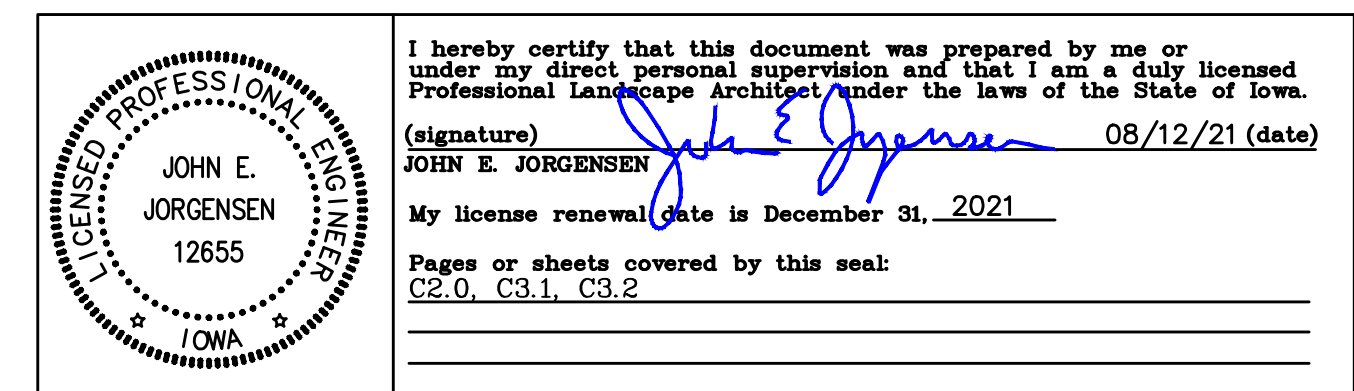
CONTRACTOR SHALL NOT DISTURB THE EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION. IF A DIRECT CONFLICT EXISTS AFTER FIELD VERIFICATION, THE ENGINEER RESERVES THE RIGHT TO REVISE THE PLAN TO ELIMINATE THE CONFLICT WITH THE EXISTING UTILITIES WITHOUT ADJUSTMENTS TO THE CONTRACT.

- THE CONTRACTOR WILL BE RESPONSIBLE TO SECURE THE SERVICES OF AN INDEPENDENT TESTING LABORATORY TO COMPLETE FIELD TESTING FOR SITE CONCRETE INCLUDING SLUMP/AIR AND CONCRETE STRENGTH (CYLINDERS) AND ON-SITE SOIL TESTING INCLUDING COMPACTION TESTS (MOISTURE AND DENSITY). COPIES OF REPORTS SHALL BE SENT TO THE ENGINEER.
- CONCRETE ADMIXTURES SHALL NOT BE USED UNLESS APPROVED BY THE ENGINEER AND SUBMITTED AS PART OF THE SHOP DRAWING SUBMITTAL FOR THE SPECIFIED MIX DESIGN AS SHOWN IN THE CONTRACT DOCUMENTS.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN FINAL GRADING HAS BEEN COMPLETED. THE ENGINEER SHALL PERFORM A FIELD REVIEW OF THE GRADING PRIOR TO ANY SEEDING OR HYDROMULCHING BY THE CONTRACTOR. FAILURE TO COMPLY WITH THE FINAL GRADING REVIEW MAY RESULT IN RE-GRADING, RE-SEEDING AND/OR RE-HYDROMULCHING IN AREAS THAT DO NOT MEET SPECIFICATIONS. ANY ADDITIONAL WORK WILL BE AT THE EXPENSE OF THE CONTRACTOR.
- PROTECT ALL BUILDINGS, STRUCTURES, DRIVES, SIDEWALKS, STREETS, POLES, FENCES, SHRUBS, TREES, SIGNS, UTILITY BOXES, ETC. THAT ARE NOT DESIGNATED FOR REMOVAL. ANY DAMAGE CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL CLEAN ALL PAVEMENTS SURFACES ONCE CONSTRUCTION IS COMPLETE.
- ALL TURF AREAS DISTURBED BY CONSTRUCTION SHALL BE SEEDED AND MATTED AS PER SPEC. SECTION 32 92 00.
- THE CONTRACTOR WILL NOT BE PERMITTED TO WORK ON SATURDAYS, SUNDAYS, OR ANY LEGAL HOLIDAY WITHOUT THE OWNER'S WRITTEN CONSENT.
- THE CITY WILL PURCHASE ITEMS AS NOTED ON THE PLANS AND IN THE SPECIFICATIONS AND THE CONTRACTOR WILL BE RESPONSIBLE TO PICK ITEMS UP AT CITY MAINTENANCE YARD AND DELIVER TO SITE FOR INSTALLATION.

SIDEWALK CONSTRAINTS

- CROSS SLOPES: CONSTRUCT ALL SIDEWALKS, CURB RAMPS, AND LANDINGS/TURNING SPACES AT A TARGET CROSS SLOPE OF 1.5%. VERIFY WITH ENGINEER WITH EXISTING SPOT ELEVATIONS. CROSS SLOPES EXCEEDING 2.0% WILL NOT BE ALLOWED, EXCEPT FOR AREAS TYING INTO EXISTING PAVEMENT. IN THESE AREAS, TRANSITION FROM EXISTING PAVEMENT CROSS SLOPE TO A CROSS SLOPE OF LESS THAN 2.0% WITHIN ONE PANEL AT A RATE NOT TO EXCEED 1.0% PER FOOT.
- LONGITUDINAL SLOPES:
 - SIDEWALKS: WHEN ROADWAY SLOPE EXCEEDS 5.0% SIDEWALK LONGITUDINAL SLOPE EXCEEDING THE ROADWAY SLOPE BY MORE THAN 2.0% WILL NOT BE ALLOWED. WHEN ROADWAY SLOPE 5.0% OR LESS: SIDEWALK LONGITUDINAL SLOPE EXCEEDING 5.0% WILL NOT BE ALLOWED.
 - RAMPS: WHEN RAMPS ARE 15.0' IN LENGTH OR LESS THE LONGITUDINAL SLOPE EXCEEDING 8.3% WILL NOT BE ALLOWED. WHEN RAMPS ARE GREATER THAN 15.0' IN LENGTH, CONSTRUCT WITH THE LONGITUDINAL SLOPE NECESSARY TO CONFORM TO THE DESIGN.
- LANDING/TURNING SPACES: LONGITUDINAL SLOPES EXCEEDING 2.0% WILL NOT BE ALLOWED.

ALL WORK COMPLETED THAT DOES NOT MEET THESE REQUIREMENTS SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY.



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

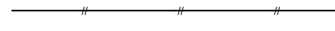






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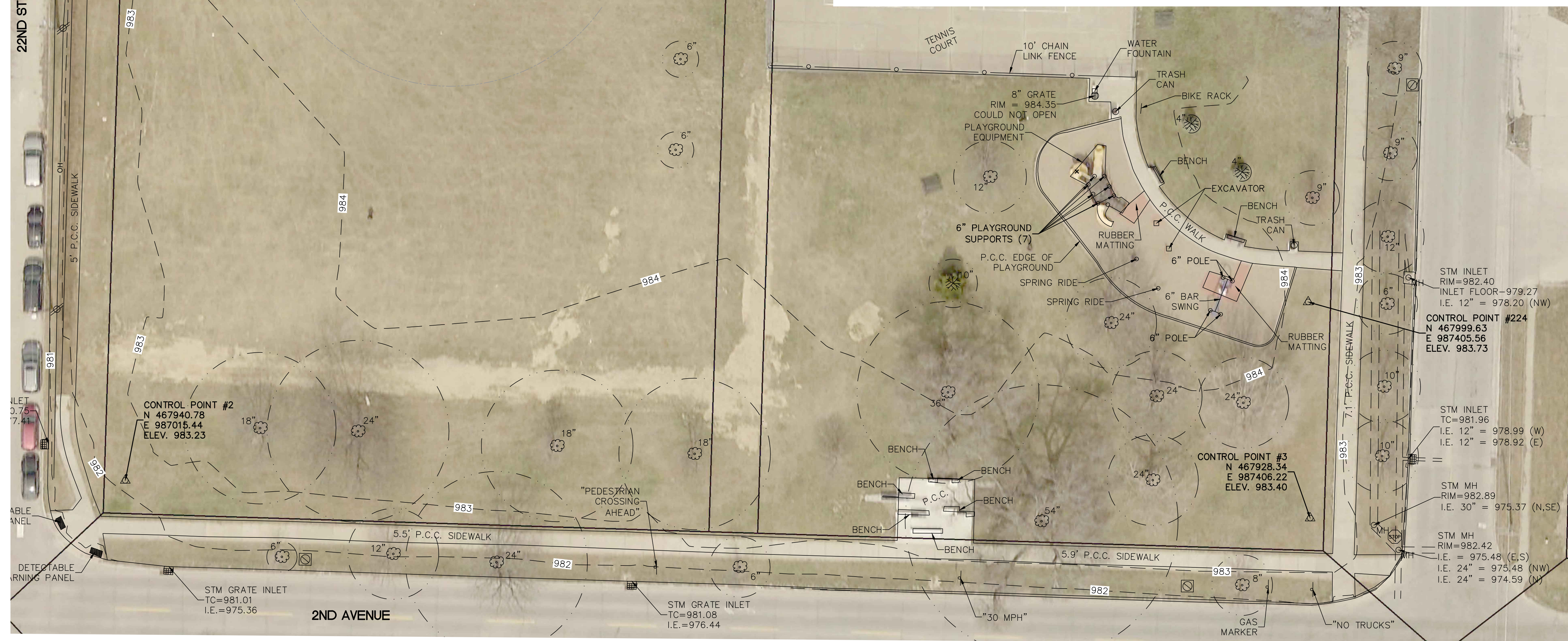
project COCHRAN PARK PLAYGROUND IMPROVEMENTS
CB PROJECT #2021-136
client CITY OF COUNCIL BLUFFS, IOWA
PARKS AND RECREATION DEPARTMENT
sheet COVER SHEET

project no.
150421
sheet
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LEGEND

	CENTER LINE		CABLE TELEVISION BOX		SANITARY SEWER
	CENTERLINE OF DITCH		ELECTRICAL CABINET		STORM SEWER
	FENCE - BARB		ELECTRICAL PULL BOX		CLEAN-OUT
	FENCE - CHAIN LINK		ELECTRICAL TRANSFORMER		EXISTING PIPE PLUG
	FENCE - MIXTURE		ELECTRICAL TRANSFORMER BOX		FLARED END SECTION
	FENCE - PRIVACY		GUY POLE		INLET-BEEHIVE
	FENCE - SPLIT RAIL		GUY WIRE		INLET-COMBINATION
	FENCE - WOVEN		LIGHT POLE		INLET-GRATE (ROUND)
	SILT FENCE		LUMINAIRE		INLET-GRATE (SQUARE)
	ORANGE SAFETY FENCE		POWER POLE		MANHOLE
	GUARDRAIL		POWER AND LIGHT POLE		BENCH MARK
	RETAINING WALL		POWER POLE W/ TRANSFORMER		CONTROL POINT
	TOP OF BANK		PULL BOX		FOUND CONCRETE MONUMENT
	TOE OF BANK		TRAFFIC CONTROL BOX		FOUND IRON PIN
	HOT MIX ASPHALT		TELEPHONE POLE		RIGHT OF WAY RAIL
	END OF RETURN		TRAFFIC SIGNAL		SET PIN
	BACK OF CURB		TELEPHONE TERMINAL BOX		BUSH
	PORTLAND CEMENT CONCRETE		YARD LIGHT		HEDGE
	POINT OF BEGINNING		GAS MAIN		DECIDUOUS TREE
	USE AS CONSTRUCTED		GAS METER		EVERGREEN TREE
	BILLBOARD SIGN		VALVE - GAS		STUMP W/ DIAMETER
	BORING LOCATION		RAILROAD CONTROL BOX		CURB STOP (RESIDENTIAL WATER)
	FLAG POLE		RAILROAD CROSS BUCKS SIGN		FIRE HYDRANT
	GUARDRAIL POST		RAILROAD FROG		MONITORING WELL
	MAILBOX		RAILROAD POINT OF SWITCH		POST INDICATOR VALVE
	NO PARKING SIGN		RAILROAD SIGNAL		SPRINKLER CONTROL BOX
	PIZOMETER		RAILROAD TRACK		SPRINKLER HEAD
	POST ROUND		FORCE MAIN		VALVE - WATER (MAIN LINE)
	POST SQUARE		WATER MAIN		WATER METER
	STOP SIGN				WELL
	STREET SIGN				YARD HYDRANT
	FIBER OPTIC CABLE				
	OVERHEAD ELECTRIC CABLE				
	UNDERGROUND ELECTRIC CABLE				
	UNDERGROUND TELEPHONE CABLE				
	UNDERGROUND TELEVISION				



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[illegible]

project COCHRAN PARK PLAYGROUND IMPROVEMENTS
CB PROJECT #2021-136

client CITY OF COUNCIL BLUFFS, IOWA
PARKS AND RECREATION DEPARTMENT

sheet **EXISTING SURVEY**

project no.
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TMM			
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HGM			
approved			
AUG '21			

COCHRAN PARK PLAYGROUND IMPROVEMENTS
CB PROJECT #2021-136

project

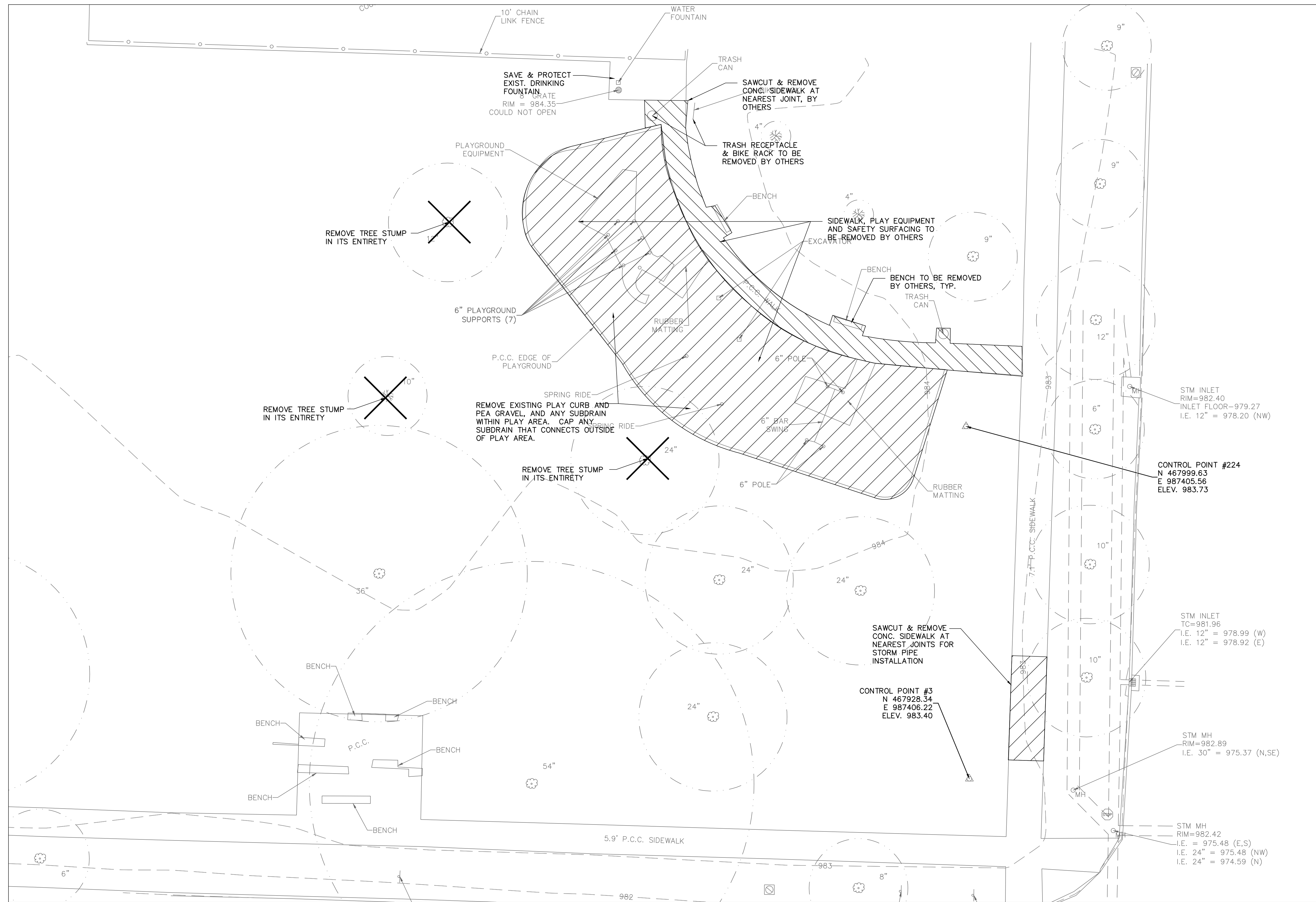
CITY OF COUNCIL BLUFFS, IOWA
PARKS AND RECREATION DEPARTMENT

DEMOLITION PLAN

project no.
150421

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NOTE:

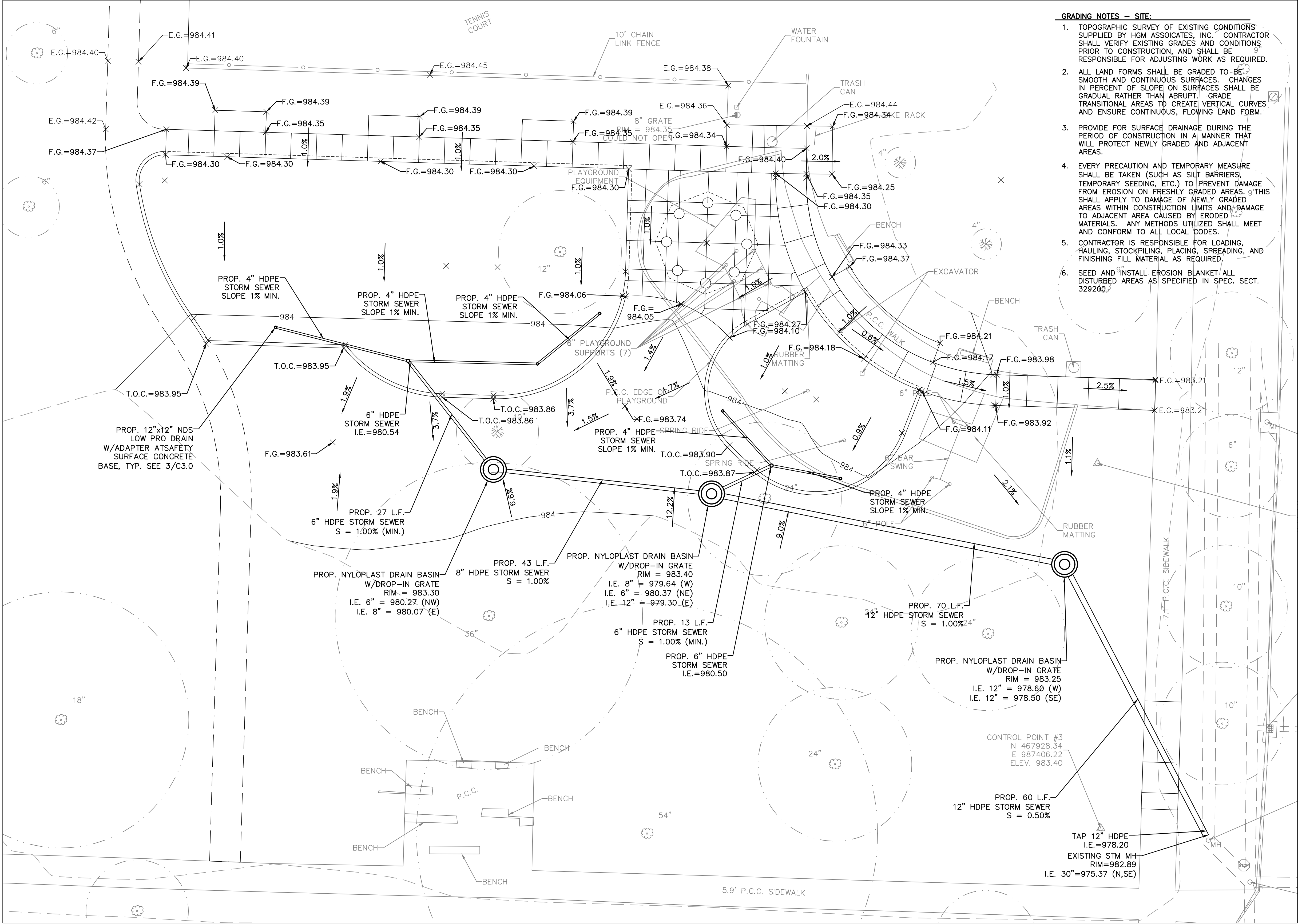
1. AS SHOWN, MANY ITEMS WILL BE REMOVED BY OTHERS. THE CONTRACTOR WILL REMOVE THE NOTED ITEMS AS PART OF THEIR BID.

DEMOLITION PLAN

SCALE: 1" = 10'-0"

1

11"x17" SHEET REDUCED
TO HALF SCALE



GRADING NOTES - SITE:

1. TOPOGRAPHIC SURVEY OF EXISTING CONDITIONS SUPPLIED BY HGM ASSOCIATES, INC. CONTRACTOR SHALL VERIFY EXISTING GRADES AND CONDITIONS PRIOR TO CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR ADJUSTING WORK AS REQUIRED.
2. ALL LAND FORMS SHALL BE GRADED TO BE SMOOTH AND CONTINUOUS SURFACES. CHANGES IN PERCENT OF SLOPE ON SURFACES SHALL BE GRADUAL RATHER THAN ABRUPT. GRADE TRANSITIONAL AREAS TO CREATE VERTICAL CURVES AND ENSURE CONTINUOUS, FLOWING LAND FORM.
3. PROVIDE FOR SURFACE DRAINAGE DURING THE PERIOD OF CONSTRUCTION IN A MANNER THAT WILL PROTECT NEWLY GRADED AND ADJACENT AREAS.
4. EVERY PRECAUTION AND TEMPORARY MEASURE SHALL BE TAKEN (SUCH AS SILT BARRIERS, TEMPORARY SEEDING, ETC.) TO PREVENT DAMAGE FROM EROSION ON FRESHLY GRADED AREAS. THIS SHALL APPLY TO DAMAGE OF NEWLY GRADED AREAS WITHIN CONSTRUCTION LIMITS AND DAMAGE TO ADJACENT AREA CAUSED BY ERODED MATERIALS. ANY METHODS UTILIZED SHALL MEET AND CONFORM TO ALL LOCAL CODES.
5. CONTRACTOR IS RESPONSIBLE FOR LOADING, HAULING, STOCKPILING, PLACING, SPREADING, AND FINISHING FILL MATERIAL AS REQUIRED.
6. SEED AND INSTALL EROSION BLANKET ALL DISTURBED AREAS AS SPECIFIED IN SPEC. SECT. 329200.

TMM	drawn	TMM	designed	HGM	approved	AUG 21	date
							revision
							date

project	client	sheet
COCHRAN PARK PLAYGROUND IMPROVEMENTS CB PROJECT #2021-136	CITY OF COUNCIL BLUFFS, IOWA PARKS AND RECREATION DEPARTMENT	GRADING PLAN

project no.	150421
sheet	C2.0

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PHONE: (712) 323-0530

GRADING PLAN

1

SCALE: 1" = 10'-0"

C2.0

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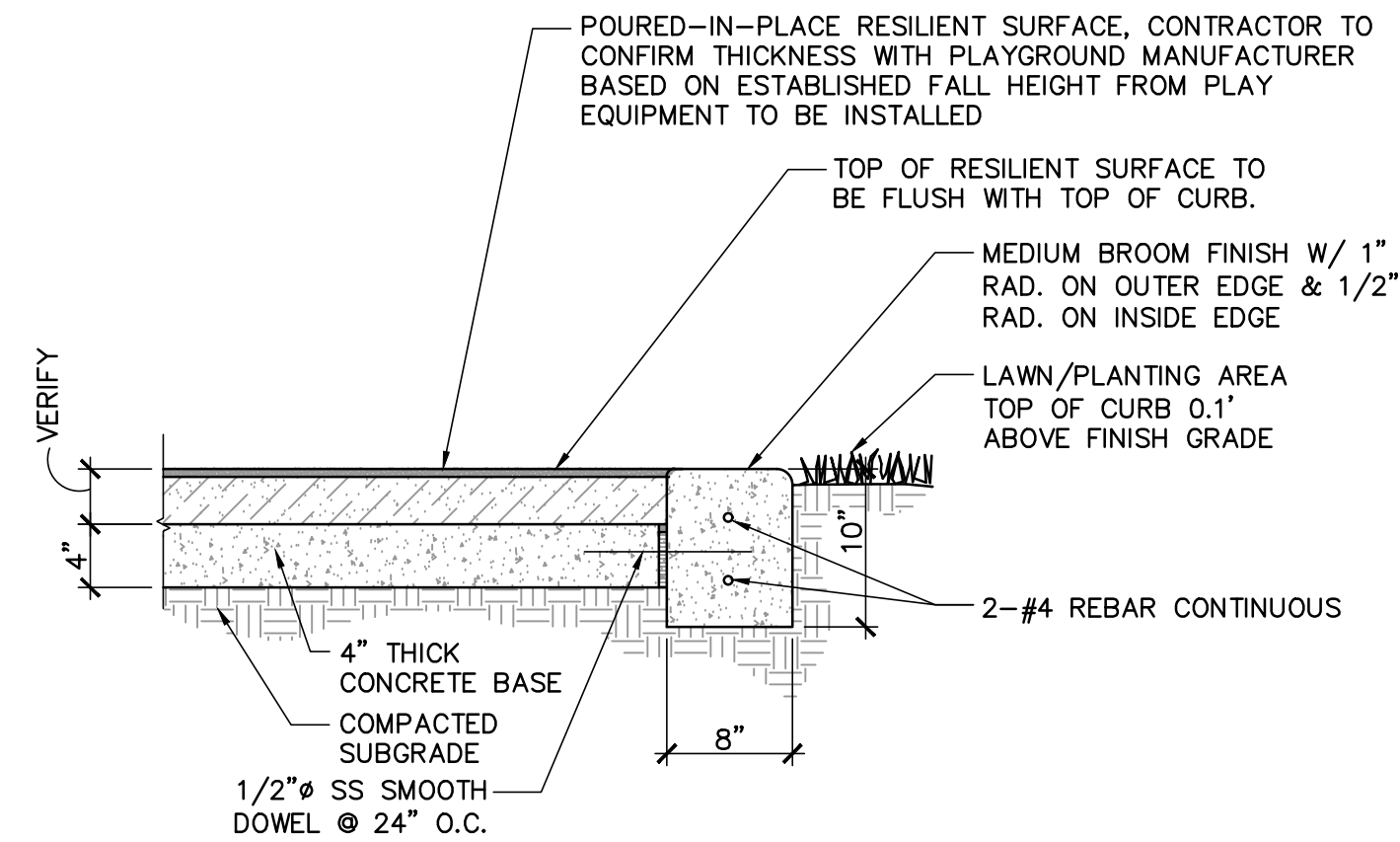
project
COCHRAN PARK PLAYGROUND IMPROVEMENTS
CB PROJECT #2021-136

client
CITY OF COUNCIL BLUFFS, IOWA
PARKS AND RECREATION DEPARTMENT

sheet
SITE DETAILS

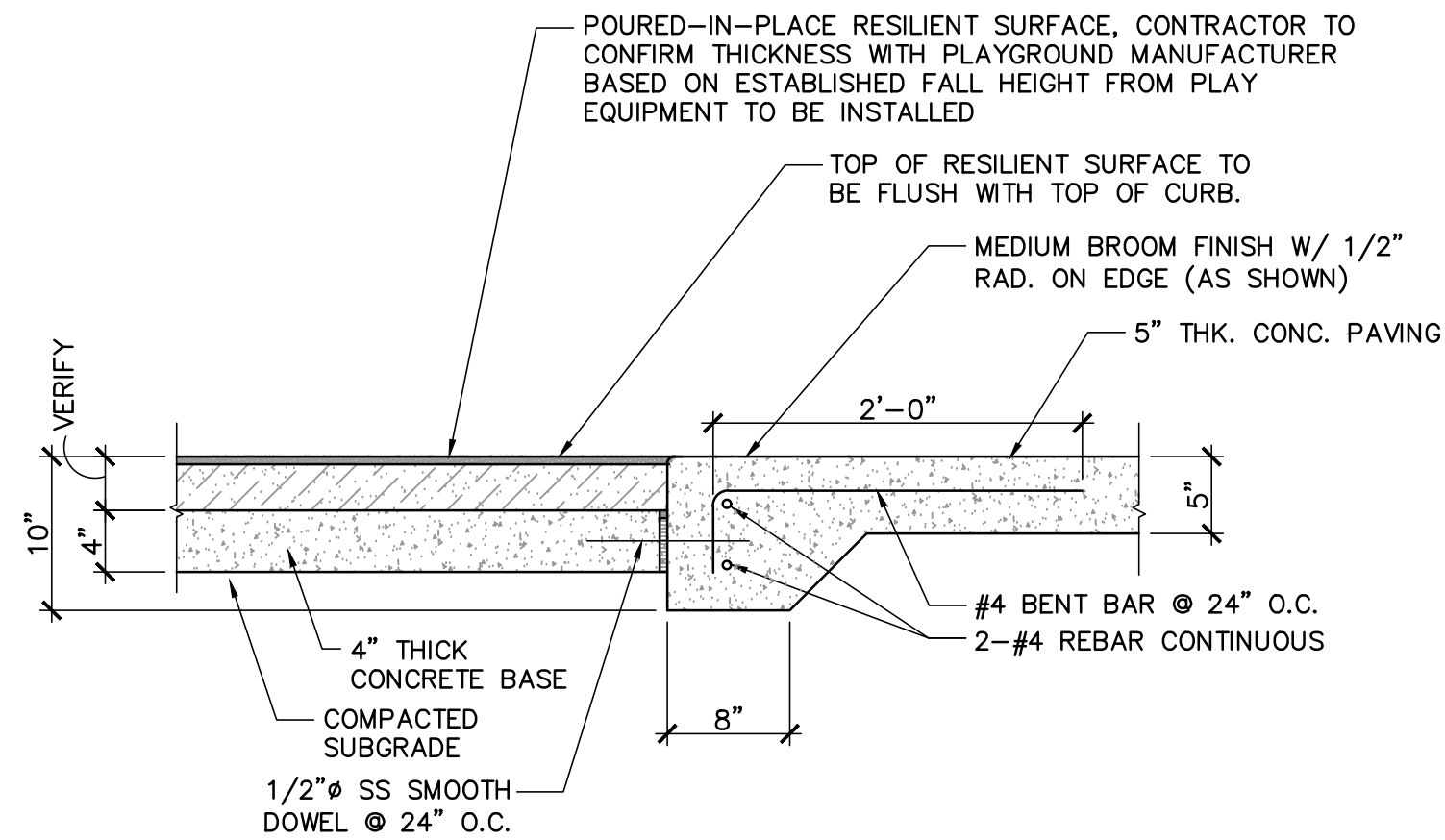
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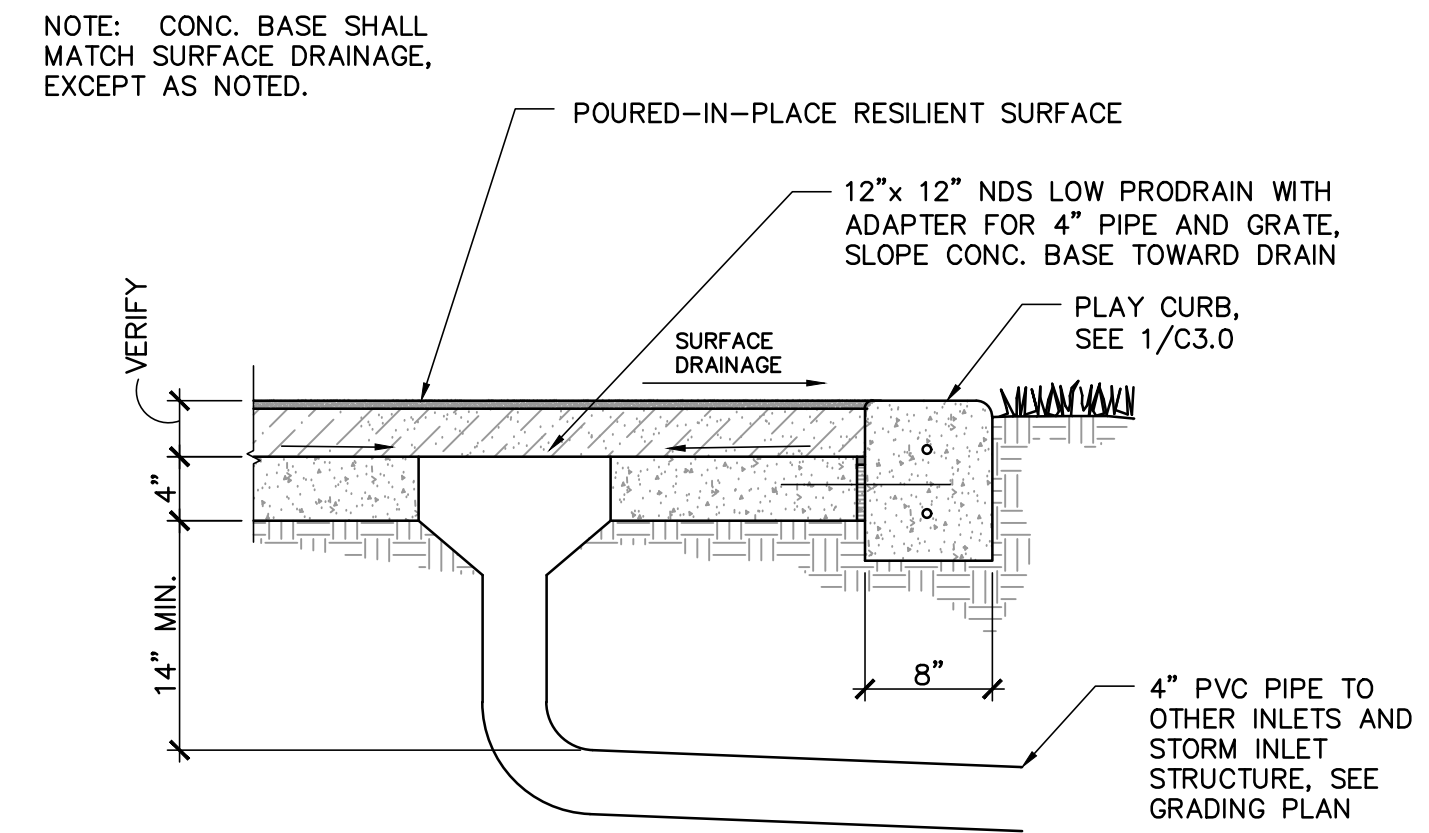
1 PLAY CURB DETAIL

SCALE: 1" = 1'-0"



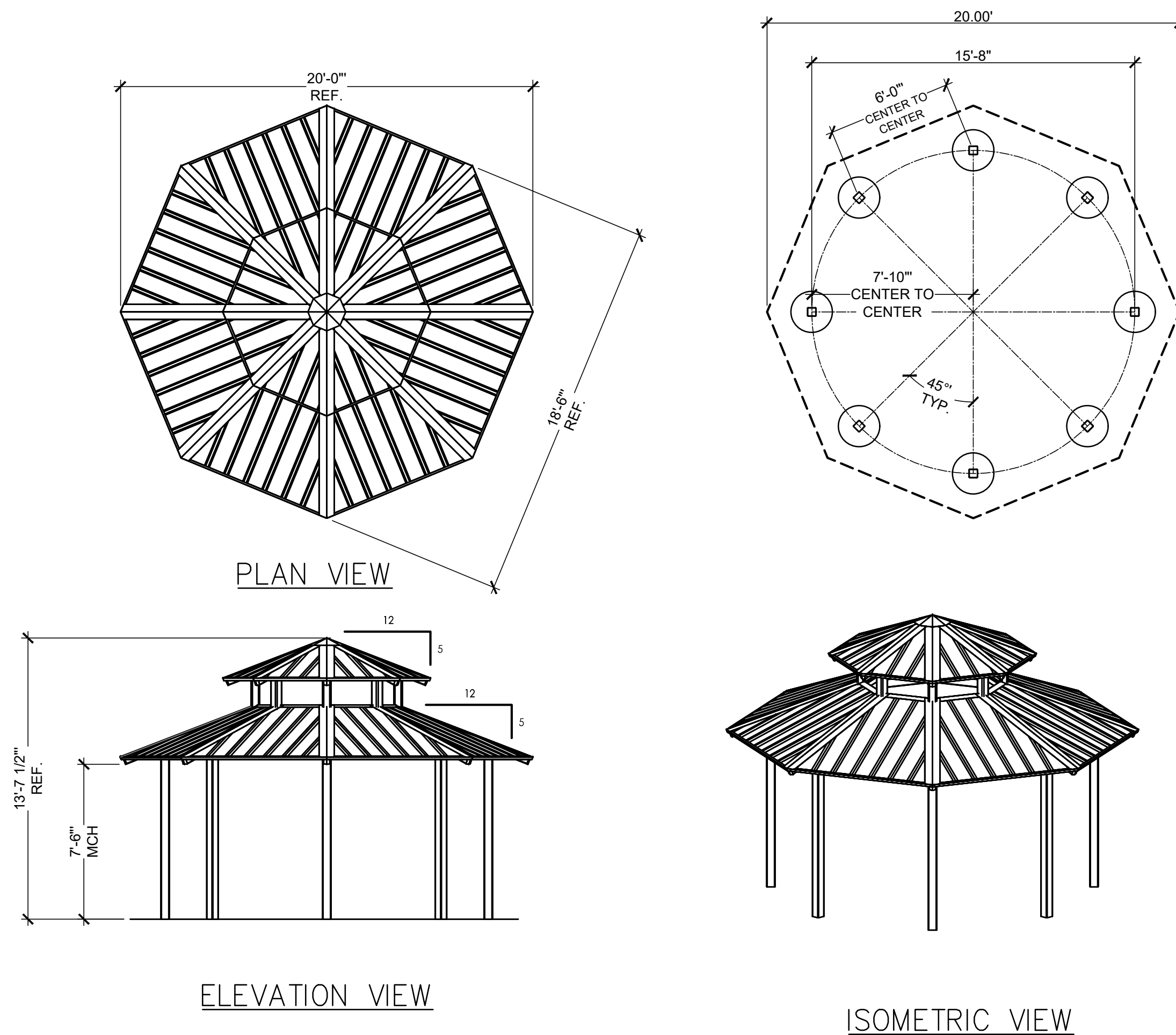
2 THICKENED EDGE DETAIL

SCALE: 1" = 1'-0"



3 PLAY AREA DRAIN INLET DETAIL

SCALE: 1" = 1'-0"



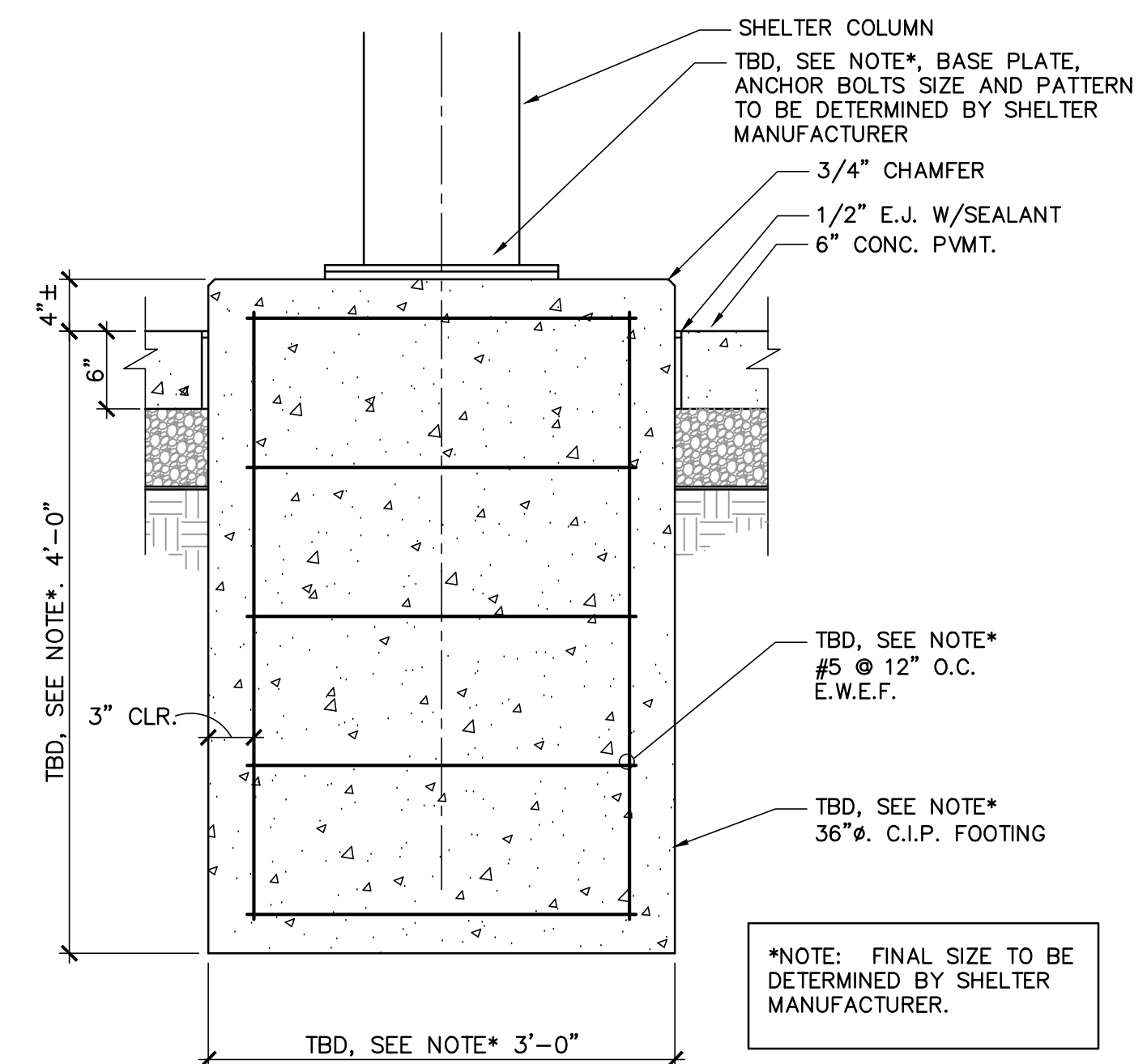
4 GENERAL SHELTER INFO.

BASEPLATE NOTES:
1. POLYGON ENGINEERING WILL DETERMINE
REQUIRED BASEPLATE DESIGN AFTER
ENGINEERING PACKAGE IS ORDERED.

2. CUSTOMER MAY SUGGEST PREFERRED
BASEPLATE DESIGN.

SHELTER NOTES:

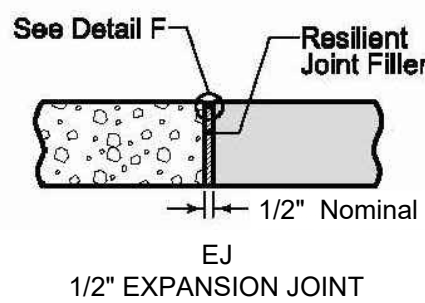
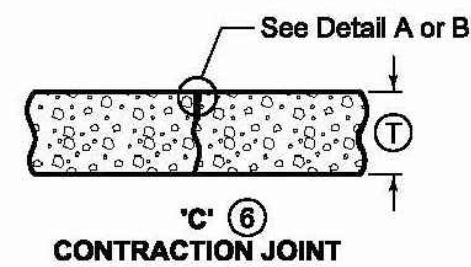
1. POLYGON SHELTER SHOWN, CARMEL CLERESTORY, GC02-20.
2. PROVIDE SHOP DRAWINGS AS LISTED IN SPECIFICATIONS.
3. SHELTER TO HAVE STANDING METAL SEAM ROOF.
4. FINAL COLORS TO BE CHOSEN FROM MANUFACTURE'S STANDARD COLORS.
5. COLUMN BASE CONNECTION: TBD. CONTRACTOR TO WORK WITH OWNER/ARCHITECT ON BASE CONNECTION OPTIONS.



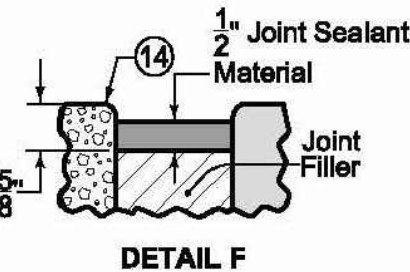
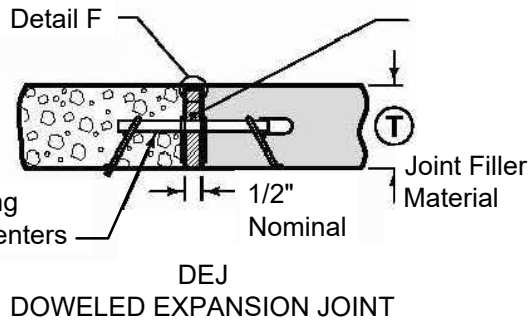
SHELTER FOOTING DETAIL

SCALE: 1" = 1'-0"

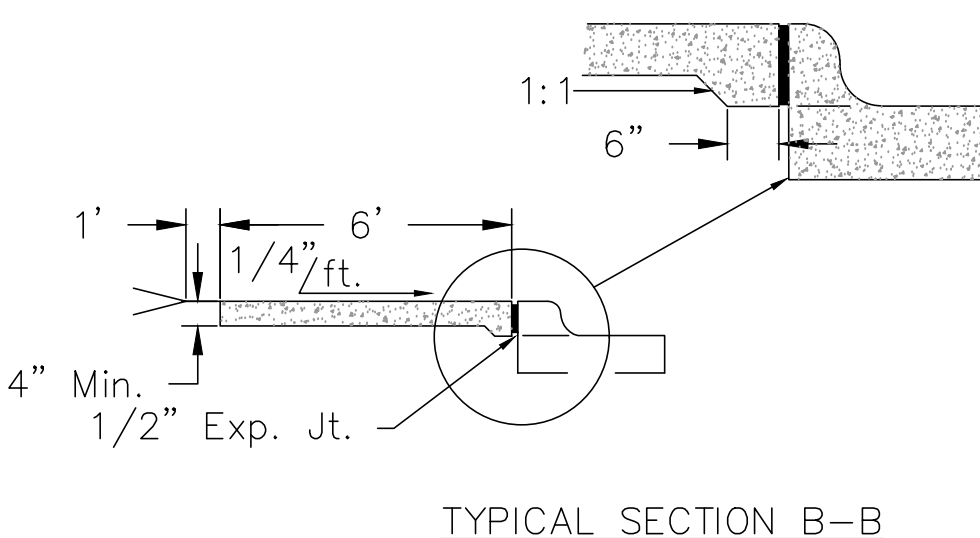
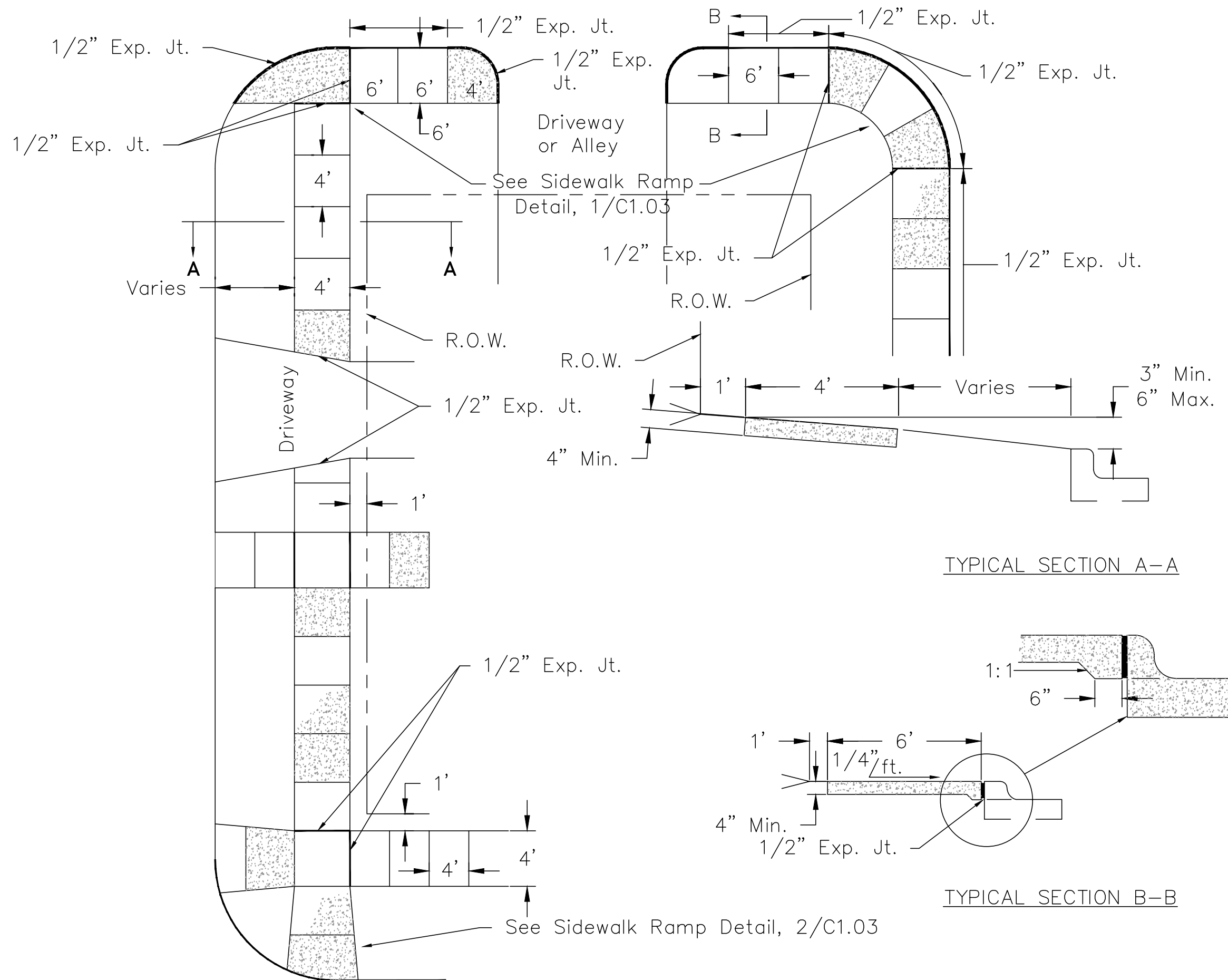
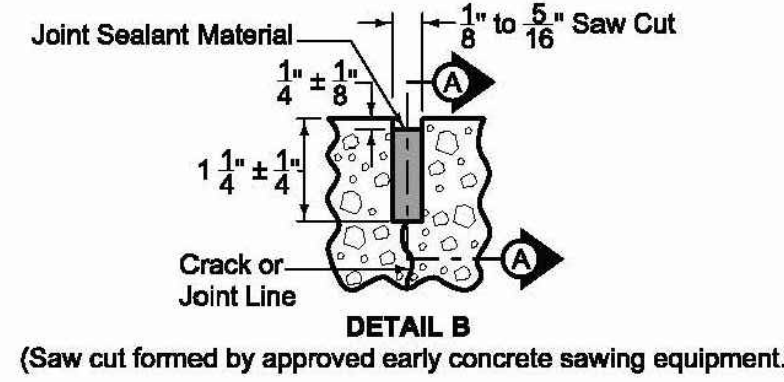
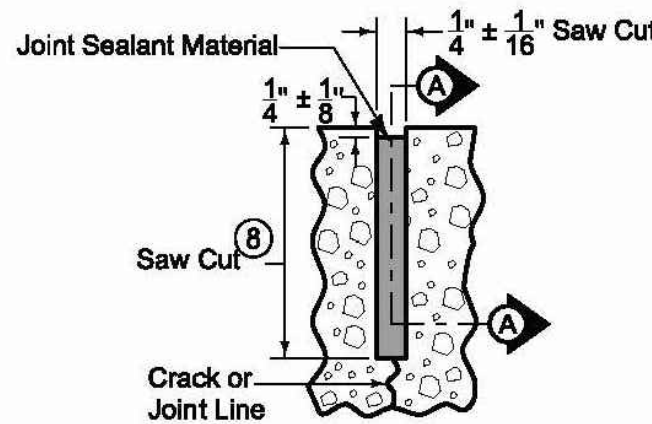
11"x17" SHEET REDUCED
TO HALF SCALE



- ⑧ Saw 'CD' joint to a depth of $T/3 \pm 1/4$ "; saw 'C' joint to a depth of $T/4 \pm 1/4$.
- ⑨ When tying into old pavement, T represents the depth of sound PCC.



SIDEWALK JOINTS

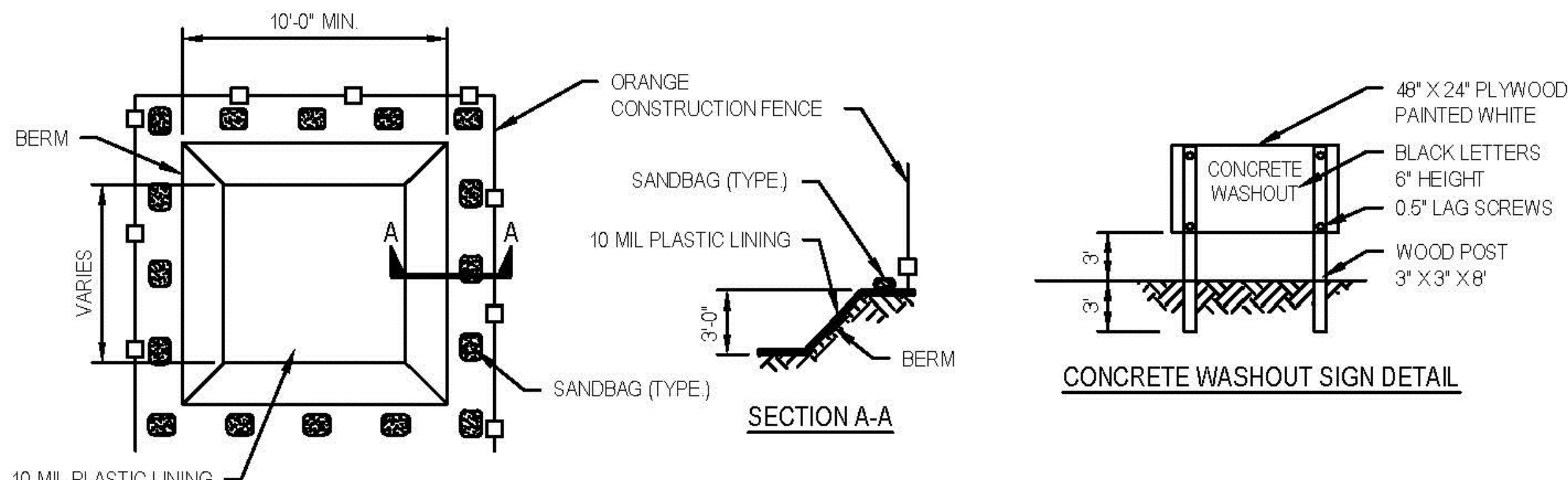


NOTES

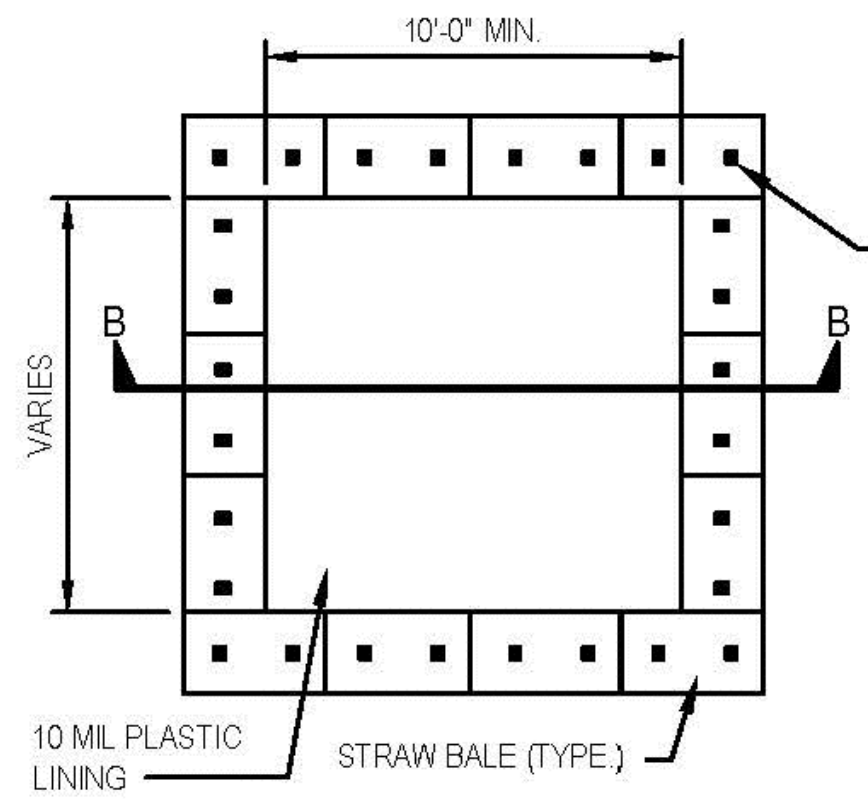
- ONE HALF INCH EXPANSION JOINTS SHALL BE PLACED IN ALL SIDEWALKS AT INTERVALS OF NOT MORE THAN 50' AND AS SHOWN WHERE SIDEWALKS BUTT AGAINST CURB. IF THE SIDEWALK TO BE CONSTRUCTED IS LESS THAN 50' IN LENGTH ONE SUCH EXPANSION JOINT SHALL BE PLACED AS DIRECTED BY THE ENGINEER, EXPANSION MATERIAL IS ALSO NEEDED WHERE SIDEWALKS BUTT AGAINST BUILDINGS AND RETAINING WALLS.
- SIDEWALK SLOPE MAY BE VARIED TO SUIT EXISTING CONDITIONS. RECOMMENDED MIN. & MAX. TO BE 1/4"/FT. AND 1/2"/ FT., RESPECTIVELY. VARIATIONS TO SUIT EXTREME CONDITIONS TO BE AT DIRECTION OF PUBLIC WORKS.
- ALL SIDEWALKS 5 FT. OR MORE IN WIDTH SHALL BE SCORED IN PANELS NO GREATER THAN 5' IN LENGTH.
- NO SIDEWALK REPAIR SHALL BE LESS THAN ONE COMPLETE PANEL.
- USE SEALING FILLER, POLYURETHANE, ON ALL EXPANSION JOINTS, PER SPECIFICATIONS.
- WHEELCHAIR RAMPS, SHALL BE CONSTRUCTED AT ALL POINTS OF ENTRY.
- CONTRACTION JOINTS SHALL BE SCORED TO A MINIMUM DEPTH OF T/4, WHERE "T" IS THE SIDEWALK THICKNESS.

SIDEWALK DETAILS

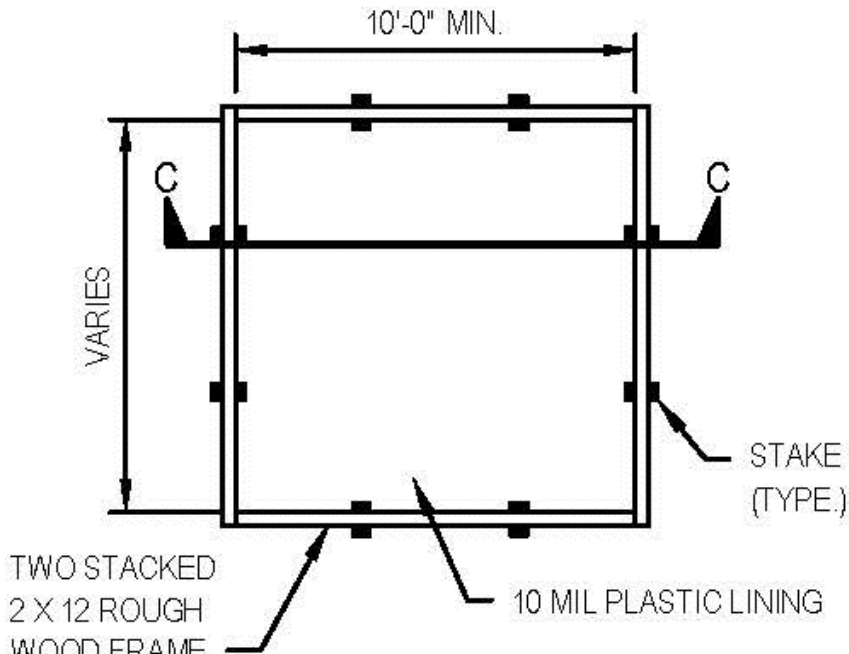
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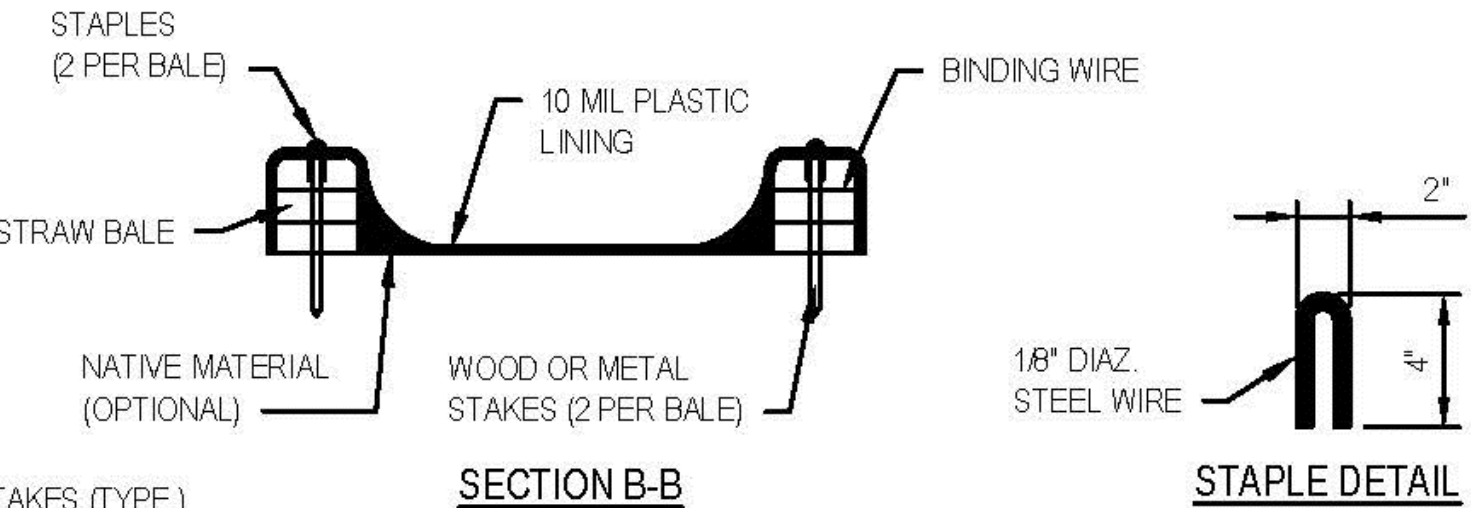
PLAN - BELOW GRADE OPTION



PLAN - ABOVE GRADE W/ STRAW BALES OPTION

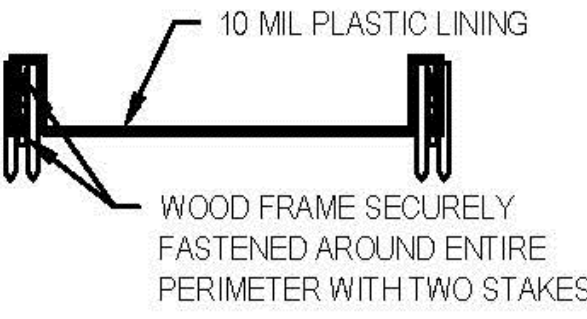


PLAN - ABOVE GRADE OPTION



CONCRETE WASHOUT AREA INSTALLATION NOTES:

- THE CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT ON SITE.
- THE CONCRETE WASHOUT AREA WILL BE CONSTRUCTED ABOVE GRADE OR BELOW GRADE AT THE OPTION OF THE CONTRACTOR. THE ACTUAL LAYOUT SHALL BE DETERMINED IN THE FIELD.
- THE CONCRETE WASHOUT AREA SHALL BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS. THE WASHOUT AREA MUST BE CLEANED, OR A NEW WASHOUT AREA MUST BE CONSTRUCTED AND READY FOR USE ONCE THE WASHOUT IS 75% FULL.
- THE CONCRETE WASHOUT SIGN SHALL BE PLACED WITHIN 30' OF THE WASHOUT AREA. ADDITIONAL SIGNS SHOULD BE CONSTRUCTED AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CONCRETE WASHOUT AREA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.
- THE CONCRETE WASHOUT AREA SHALL BE LOCATED A MINIMUM OF 50 FEET FROM STORM DRAIN INLETS, OPEN DISCHARGE FACILITIES, AND WATERCOURSES. EACH FACILITY SHOULD BE LOCATED AWAY FROM CONSTRUCTION TRAFFIC OR ACCESS TO PREVENT DISTURBANCE OR TRACKING. VEHICLE TRACKING CONTROL IS REQUIRED AT CONCRETE WASHOUT ENTRANCE IF ACCESS TO AREA IS OFF PAVEMENT.
- PLASTIC LINING MATERIAL SHALL BE A MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND SHALL BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.
- WHEN THE CONCRETE WASHOUT AREA IS NO LONGER REQUIRED FOR WORK, THE HARDENED CONCRETE AND MATERIAL USED TO CONSTRUCT WASHOUT AREA SHALL BE REMOVED AND DISPOSED OF AT AN APPROVED WASTE SITE.
- WHEN THE CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE SEEDED AND MULCHED OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE ENGINEER.



SECTION C-C

CONCRETE WASHOUT AREA

This drawing is being made for use on this project in accordance with high professional standards. The user of this drawing assumes no liability for the use of this drawing or any part thereof except in accordance with the terms of the above agreement.

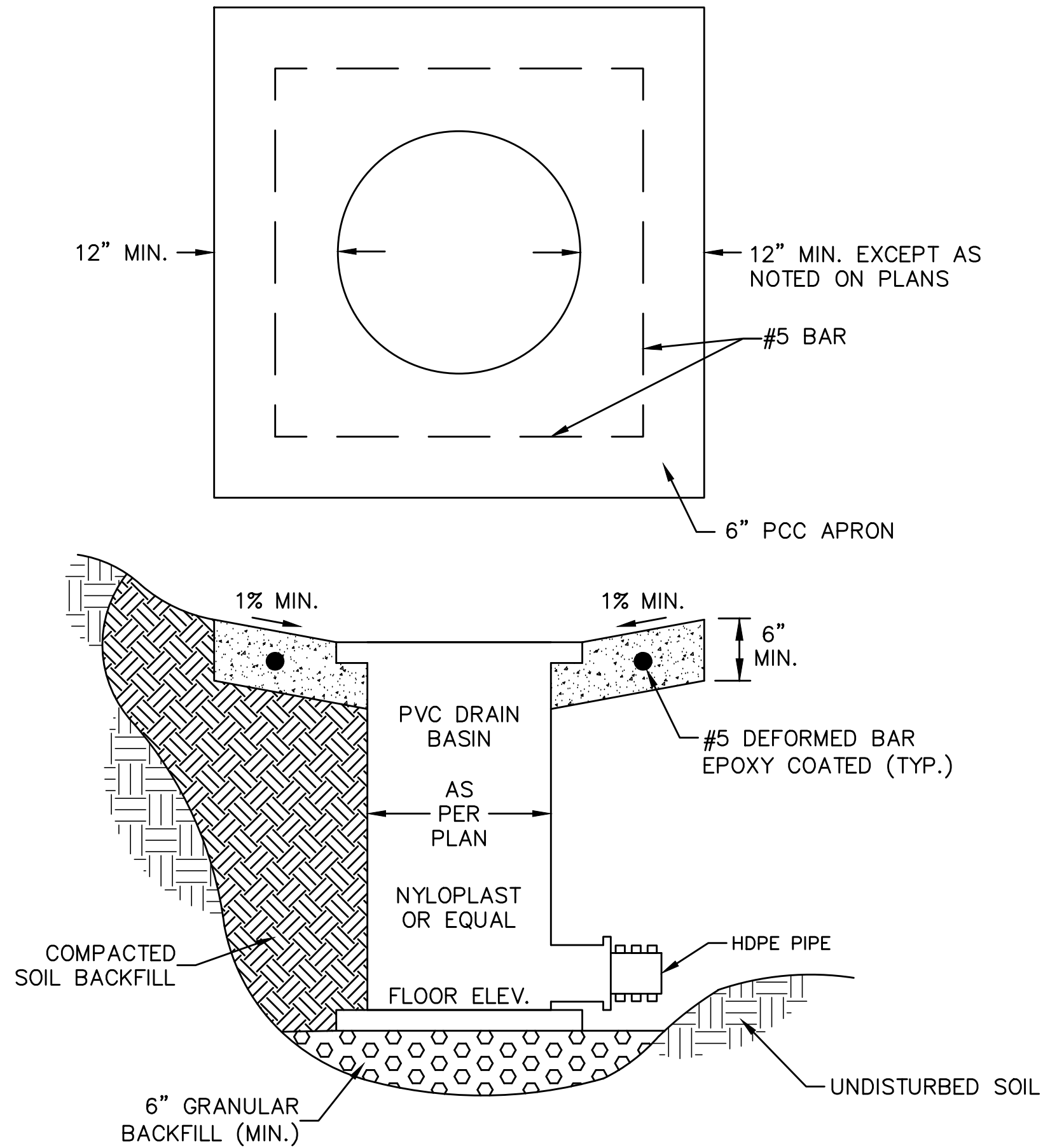
hgm
ASSOCIATES INC.
640 FIFTH AVENUE COUNCIL BLUFFS, IOWA
PHONE: (712) 323-0530

drawn	designed	approved	date
TMM	TMM	HGM	AUG 21
revision	date		

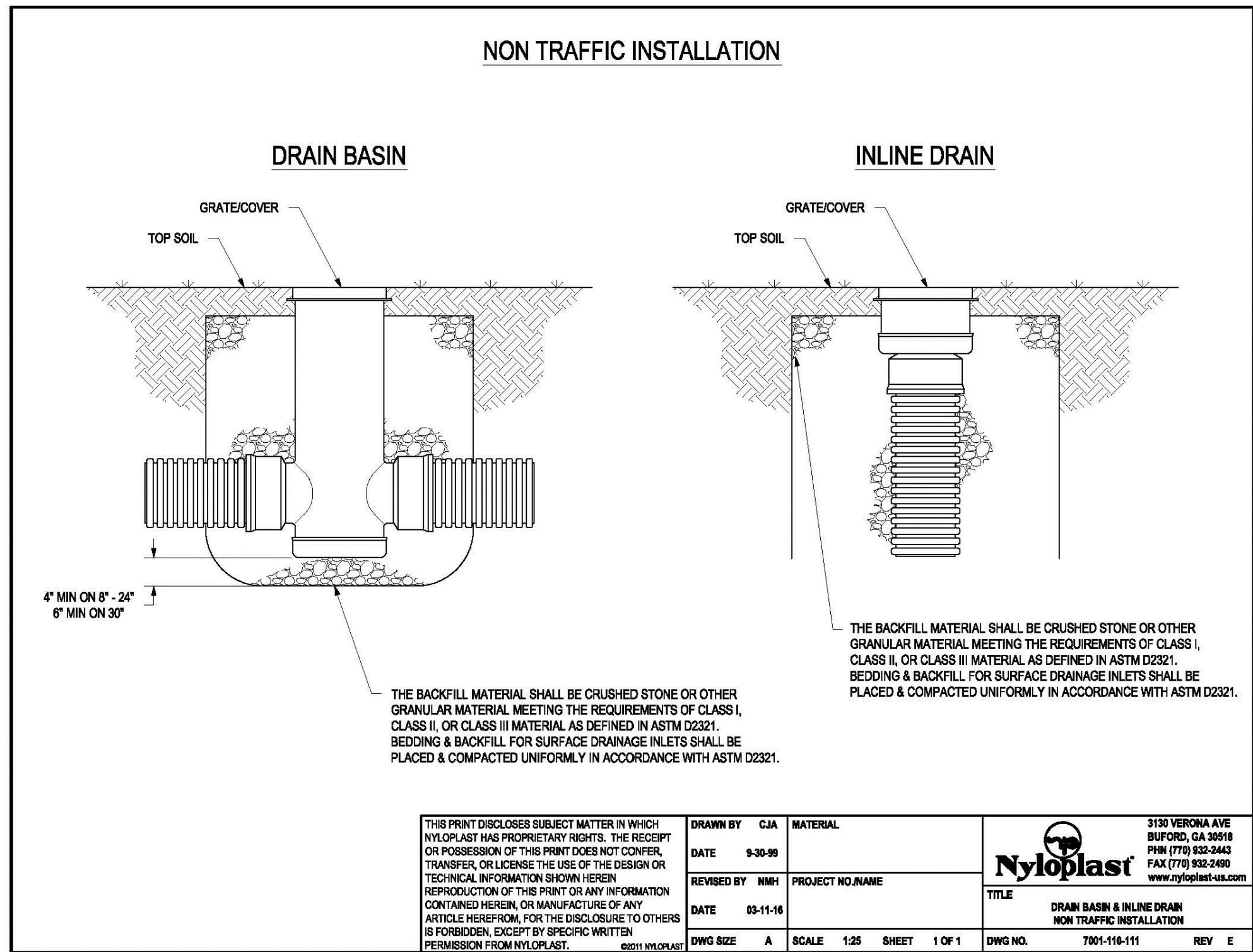
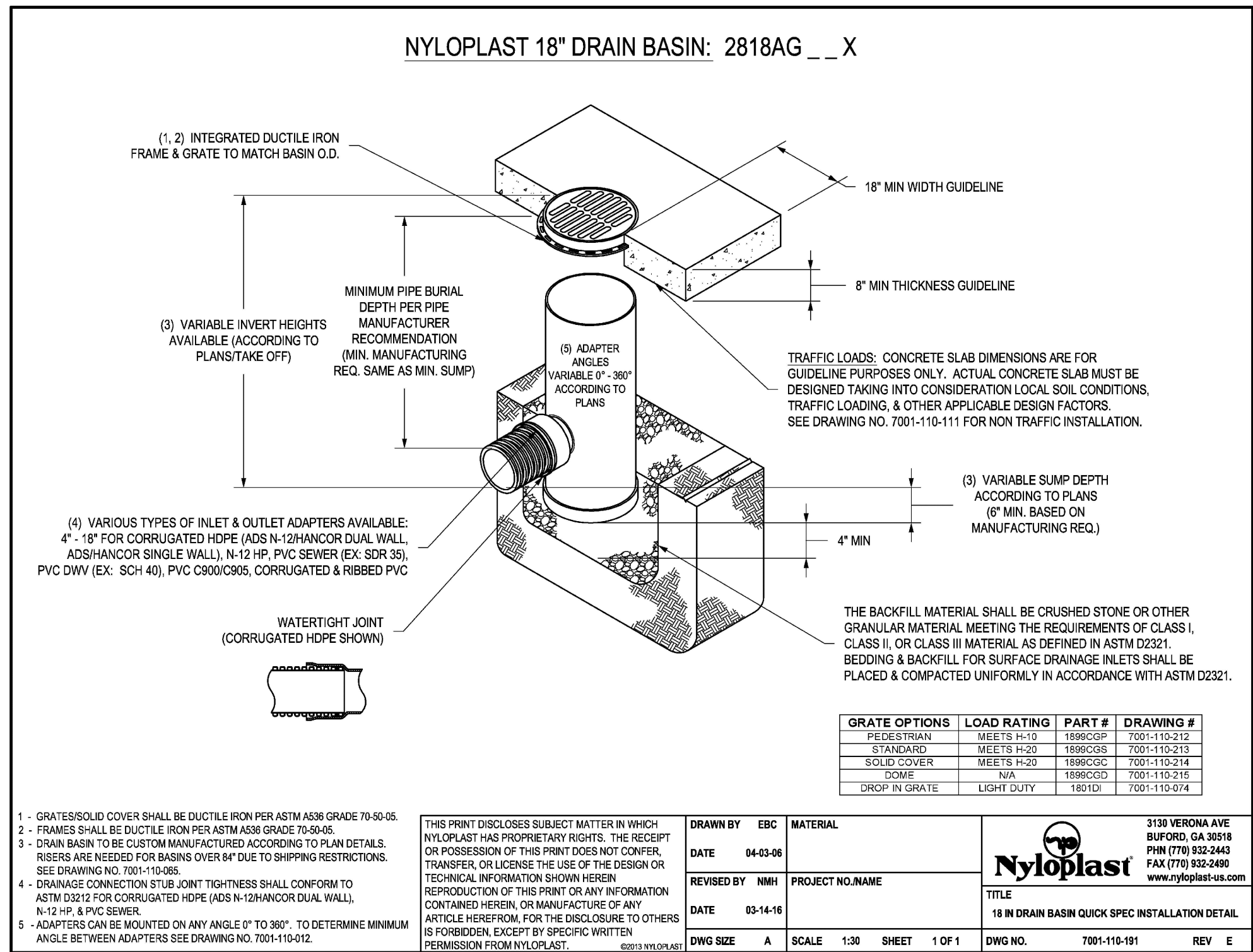
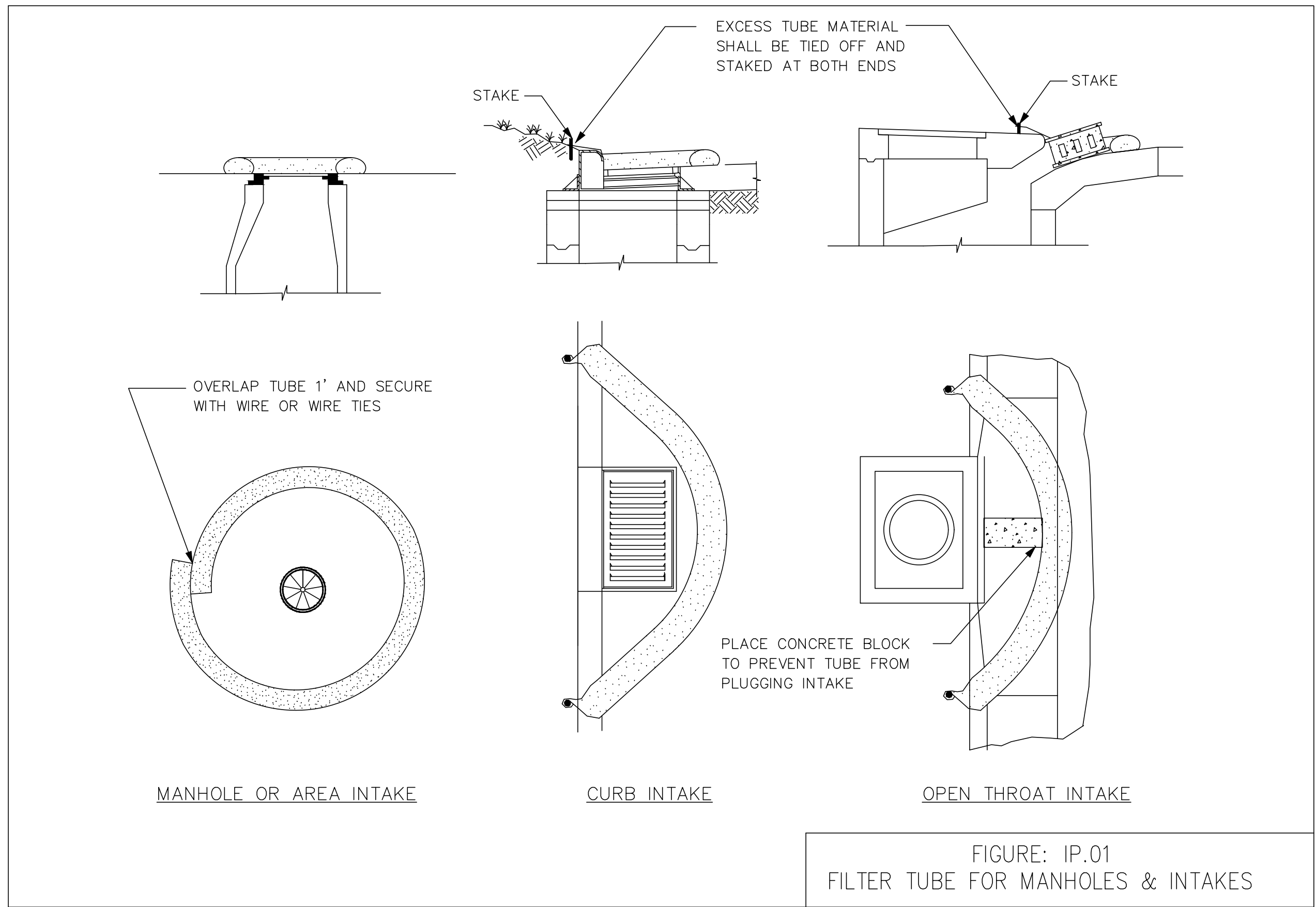
COCHRAN PARK PLAYGROUND IMPROVEMENTS
CB PROJECT #2021-136
CITY OF COUNCIL BLUFFS, IOWA
PARKS AND RECREATION DEPARTMENT
SITE DETAILS

project no.
150421
sheet
C3.1

11"x17" SHEET REDUCED
TO HALF SCALE



AREA DRAIN BASIN DETAIL
NO SCALE



11"x17" SHEET REDUCED
TO HALF SCALE

This drawing is being made for use on this project in accordance with high associates Inc. agreement for professional services. No liability for use of this drawing or any part thereof except in accordance with the terms of the above agreement.

hgm
A S S O C I A T E S I N C.
640 FIFTH AVENUE COUNCIL BLUFFS, IOWA
PHONE: (712) 323-0530

TMM	drawn	TMM	designed	HGM	approved	AUG 21	date

project COCHRAN PARK PLAYGROUND IMPROVEMENTS
CS PROJECT #2021-136

client CITY OF COUNCIL BLUFFS, IOWA
PARKS AND RECREATION DEPARTMENT

sheet SITE DETAILS

project no. 150421
sheet C3.2







RESOLUTION
NO 21-264

**RESOLUTION TO HOLD A PUBLIC HEARING FOR
THE COCHRAN PARK PLAYGROUND UPGRADE, R22-05**

WHEREAS, the City Council approved the Cochran Park Playground Upgrade in the FY 22 Capital Improvement program, and

WHEREAS, the project is approved for an amount of \$400,000, and

WHEREAS, PowerTech, a local company specializing in residential and commercial electrical service, generator sales, service and installation, and facility maintenance has made a significant donation to this project, and

WHEREAS, Notice of Public Hearing was published as required by law, and a public hearing was held on September 13, 2021, and

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

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

That the Mayor is authorized to initiate the COCHRAN PARK PLAYGROUND UPGRADE PROJECT by issuing bids for the project.

ADOPTED
AND
APPROVED

September 13, 2021

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community

Development

Case/Project No.: URV-21-010

Submitted by: Housing &

Economic Development

Ordinance 6469

ITEM 5.A.

Council Action: 9/13/2021

Description

Ordinance establishing the Mid-America Urban Revitalization Area within the City of Council Bluffs.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	9/2/2021
Attachment A - Boundary Map	Map	9/2/2021
Attachment B - Urban Revitalization Plan	Other	9/2/2021
Exhibit A - Legal Description	Legal Description	9/2/2021
Ordinance 6469	Ordinance	9/8/2021

Council Communication

<p>Department: Community Development</p> <p>Case No.: URV-21-010</p> <p>Applicant: Housing & Economic Development</p>	<p>Ordinance No.:</p>	<p>Resolution of Intent: 8/9/2021</p> <p>Planning Commission: 8/10/2021</p> <p>Public Hearing & First Reading: 9/13/2021</p> <p>Second Reading: 9/27/2021</p> <p>Third Reading: Request to Waive</p>
<p style="text-align: center;">Subject/Title</p> <p>Establishment of the Mid-America Urban Revitalization Area.</p>		
<p style="text-align: center;">Location</p> <p>Generally located on approximately 285 acres of land lying southwest of S 35th Street and north of 23rd Avenue and land lying south of 23rd Avenue, west of S 24th Street, and north and west of Mid-America Drive.</p>		
<p style="text-align: center;">Background/Discussion</p> <p><u>Background</u></p> <p>Chapter 404 of the Iowa Code authorizes a City to designate an area as an urban revitalization area. Improvements to qualified real estate within designated areas may then be eligible to receive a total or partial exemption from property taxes for a specified number of years. The exemptions are intended to stimulate private investment by reducing the tax increase that would normally result from making improvements to real estate property.</p> <p>Urban revitalization tax abatement incentives can apply to residential, commercial and industrial development. Both new construction on vacant or unimproved land and rehabilitation of existing structures are eligible for tax abatement.</p> <p>On November 22, 2004, the Council Bluffs City Council adopted Ordinance No. 5651, which established the MARCC Urban Revitalization Area. Subsequent to the completion of the Mid-America Center, Ordinance No. 5936 was adopted by Council repealing Ordinance No. 5651. The proposed Mid-America Urban Revitalization Area will include land that was located in the former MARCC Urban Revitalization Area. The newly proposed Mid-America Urban Revitalization Plan is intended to incentivize the redevelopment of land that remains vacant around the Mid-America Center.</p> <p>Staff has prepared an Urban Revitalization Plan in accordance with Section 404.2 of the Iowa Code and has scheduled the matter for City Council consideration. The Mid-America Urban Revitalization Area will consist of approximately 285 acres.</p> <p><u>Discussion</u></p> <p>Iowa Code permits the City to establish urban revitalization areas which satisfy one of the five conditions outlined in Section 404.1. Staff believes this project meets the criteria under 404.1.4. Section 404.1.4 discusses an area, which is appropriate as an economic development area as defined in section 403.17. Section 403.17 states an economic development area means an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises.</p> <p>On August 9, 2021, City Council approved Resolution 21-233 which directed staff to initiate the process of creating the Mid-America Urban Revitalization Plan and Area. This resolution set</p>		

Council Communication

September 13, 2021 as the date of the public hearing.

This matter was brought before the City Planning Commission at their August 10, 2021 meeting. The Commission found the following: 1) That the proposed Mid-America Urban Revitalization Plan furthers the goals of the City's *Bluffs Tomorrow: 2030 Plan*, which is the general plan for the development of the City of Council Bluffs; and 2) That the Mid-America Urban Revitalization Area is an area appropriate for urban revitalization as specified in Section 404.1.4 which discusses areas that are appropriate for economic development as defined by Section 403.17.

Property owners were notified and no written correspondence was received by the Community Development Department either in support or against the proposed plan. Concurrent with the adoption of an urban revitalization plan, an ordinance establishing the urban revitalization area can be considered. Upon adoption of the area and approval of an ordinance, the City is permitted to grant tax abatement to qualified projects.

Staff Recommendation

The Community Development Department recommends approval of the Mid-America Urban Revitalization Plan and Area and 1st consideration of the ordinance.

Planning Commission Public Hearing

Staff speakers for the request:

1. Christopher Gibbons, Planning Manager, City of Council Bluffs

Speakers in favor:

1. John Jerkovich, 535 West Broadway, Suite 100, Council Bluffs, IA 51503

Speakers in opposition: None

Planning Commission Recommendation

The Planning Commission recommended approval of the Mid-America Urban Revitalization Plan and Area.

Vote: 10-0 (1 absent)

AYE – Bass, Daniels, Halm, Haner, Hutcheson, Rater, Rew, Scott, and Stroebele

NAY – None

ABSTAIN – None

ABSENT – Van Houten

Motion: Carried

Attachments

A) Boundary Map

B) Mid-America Urban Revitalization Plan

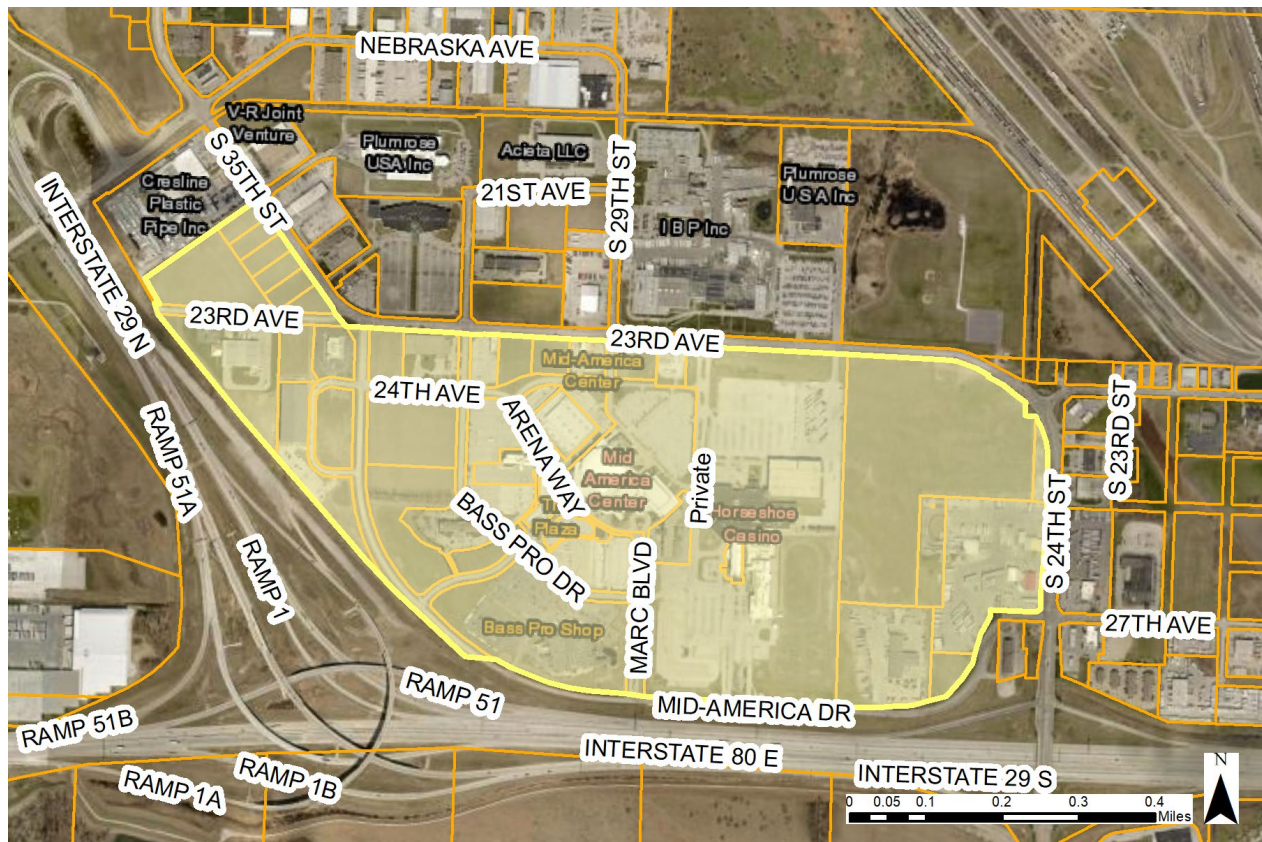
Prepared by: Tiffany Schmitt, Community Development Technician, Community Development Department

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

Mid-America Urban Revitalization Area - Boundary Map



Mid-America Urban Revitalization Plan



Prepared by

Community Development Department
City of Council Bluffs, Iowa

Adopted by

City Council on [REDACTED], 2021

TABLE OF CONTENTS

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INTRODUCTION

The Urban Revitalization Act empowers a municipality to designate an area appropriate for commercial and industrial enterprises, public improvements related to housing and residential development, or construction of housing and residential development for low and moderate income families, including single or multifamily housing.

The City of Council Bluffs wishes to utilize property tax abatement incentives under the Urban Revitalization act to facilitate the development of new commercial and industrial land uses. The preparation and subsequent adoption of an Urban Revitalization Plan is required by the Iowa Code prior to the provision of property tax abatement.

Section 404.1 of the Iowa Code stipulates that the Council may, by ordinance, designate an area of the City as the revitalization area, if that area is classified as any of the following:

1. An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare.
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety or welfare in its present condition and use.
3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.
4. An area which is appropriate as an economic development area as defined in Section 403.17(10) of the Iowa Code which states “an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises, public improvements related to housing and residential development, or construction of housing and residential development for low and moderate income families, including single or multifamily housing.”

5. An area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multifamily housing.

The City of Council Bluffs concluded that the Mid-America Urban Revitalization Area meets the criteria of element 4. Consequently, on August 9, 2021, the City Council adopted Resolution No. 21-233, which directed staff to prepare a plan for the proposed revitalization area. Illustration 1 is the City Council Resolution.

Mid-America Urban Revitalization Plan
Illustration 1 – Resolution

RESOLUTION NO. 21-233

A RESOLUTION OF NECESSITY AND INTENT TO ESTABLISH THE MID-AMERICA URBAN REVITALIZATION AREA GENERALLY LOCATED ON APPROXIMATELY 285 ACRES OF LAND LOCATED BETWEEN S 35TH STREET AND 23RD AVENUE TO THE NORTH AND MID-AMERICA DRIVE TO THE SOUTH, IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the subject area is an appropriate area as defined in Section 404.1.4 of the Iowa Code; and

WHEREAS, multiple vacant parcels are available for economic development in this area; and

WHEREAS, a plan for the area must be developed in accordance with Section 404.2 of the Iowa Code; and

WHEREAS, thirty days notice of public hearing is required to be sent to all property owners and occupants within the area; and

WHEREAS, notice of public hearing is also required in accordance with Section 362.3 of the Iowa Code.

WHEREAS, a legal description of this area is attached as Exhibit A.

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

That the development of the area is necessary in the interest of the City and the area substantially meets the criteria of Section 404.1.4.

BE IT FURTHER RESOLVED

That the City Council directs staff to prepare a final plan pursuant to Section 404.2 of the Iowa Code by August 13, 2021.

BE IT FURTHER RESOLVED

That the City Council directs the City Clerk to set this matter for public hearing on September 13, 2021.

**ADOPTED
AND
APPROVED:**

August 9, 2021


Matthew J. Walsh Mayor

ATTEST: 
Jodi Quakenbush City Clerk

LEGAL DESCRIPTION

The Mid-America Urban Revitalization Area is a tract of land containing the following legally described parcels:

A PARCEL OF LAND BEING ALL OF BASS PRO SUBDIVISION, BLUFFS VISION SUBDIVISION, BLUFFS VISION SUBDIVISION REPLAT 1, BLUFFS VISION 4 SUBDIVISION, BLUFFS VISION 4 SUBDIVISION REPLAT 1, HORSESHOE SUBDIVISION, HOTEL PLAZA AT THE MAC, HOTEL PLAZA AT THE MAC REPLAT 1, INRIP SUBDIVISION TRACT NO 1 1st ADDITION, MORRIS SUBDIVISION, MORRIS SUBDIVISION REPLAT 1, PLAZA AT MARCC, SAPP BROS TRAVEL CENTER, A PORTION OF RAILROAD ADDITION, A PORTION OF THE SOUTH HALF OF SECTION 03 AND A PORTION OF GOVERNMENT LOTS 2 AND 3 IN SECTION 04, ALL IN TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF SAID SAPP BROS TRAVEL CENTER, SAID NORTHEAST CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 24th STREET;

THENCE SOUTH ON SAID WEST RIGHT-OF-WAY LINE, 726 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MID-AMERICAN DRIVE;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1 WESTERLY, 352 FEET MORE OR LESS;*
- 2 SOUTHWESTERLY, 1,272 FEET MORE OR LESS;*
- 3 WESTERLY AND WESTERLY ON THE WESTERLY PROLONGATION, 2,382 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 29;*

THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 3,909 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF SAID INRIP SUBDIVISION TRACT NO 1 1st ADDITION;

THENCE NORTHEASTERLY ON SAID WESTERLY PROLONGATION AND ON SAID LINE, 942 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH 35th STREET;

THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SOUTHEASTERLY ON IT'S SOUTHEASTERLY PROLONGATION, 1,073 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 23rd AVENUE;

THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 4,982 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH 24th STREET;

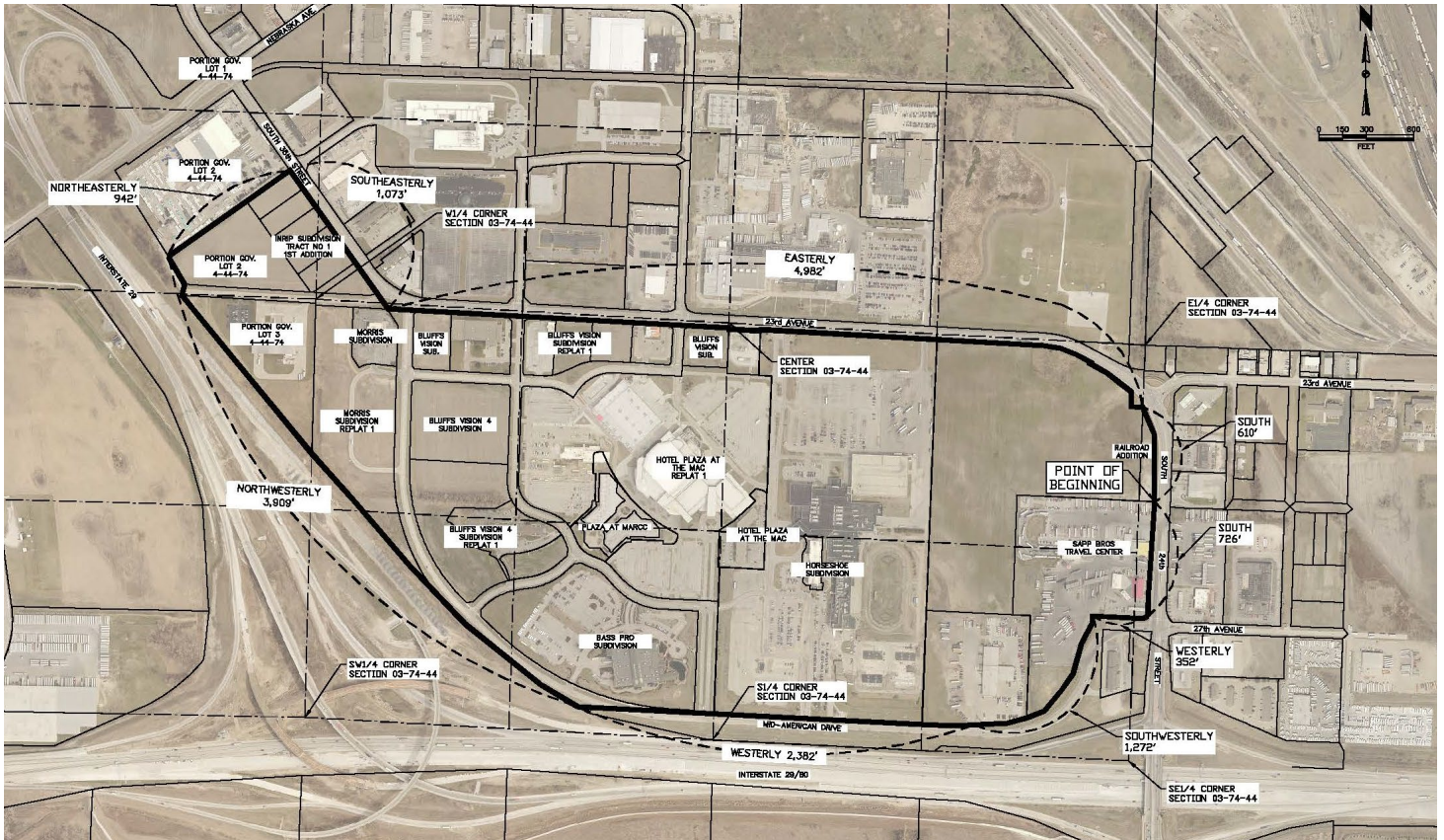
THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY, 610 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 285 ACRES, MORE OR LESS.

Illustration 2 shows the location and the boundary of the Mid-America Urban Revitalization Area.

Mid-America Road Urban Revitalization Plan

Illustration 2 – Boundary



PROPERTY OWNERS AND ASSESSED VALUES

The Mid-America Urban Revitalization Area contains 44 parcels of land that total 260.10 acres in size. The total valuation (\$) for all land, dwellings, and buildings in this urban revitalization area are as follows:

Land Valuation: \$26,840,200.00

Dwelling Valuation: \$0

Building Valuation: \$119,730,000.00

Total Valuation: \$146,570,200.00

A complete listing of these parcels, ownership, land/dwelling/building valuation, and acreage information is outlined in the attachment titled *Appendix A – Property Owners and Valuations*. The information stated in this attachment was obtained from records in the Pottawattamie County Assessor's Office.

EXISTING ZONING AND PROPOSED LAND USE

The Mid-America Urban Revitalization Area is zoned P-C/Planned Commercial District, I-2/General Industrial District, and C-2/Commercial District, and is partially located within a designated Recreational-Tourism Overlay (RO) (see Illustrations 3 and 4). The P-C/Planned Commercial District is intended to provide for the development of retail shopping centers, hotel/motel services, destination resorts, and office parks. The I-2/General Industrial District is intended to provide for the development of general manufacturing and industrial areas. This district is designed to accommodate industrial uses with moderate external effects. The C-2 district is intended to provide for major commercial retail shopping and service areas adjacent to major traffic corridors. This district also provides a variety of commercial services to the community and adjacent residential neighborhoods.

The Recreation-Tourism Overlay (RO) is intended to maintain and enhance the aesthetic quality of areas around the National Historic Trails Center and land based and riverboat gaming facilities. This Overlay is intended to mitigate any negative impact associated with these facilities.

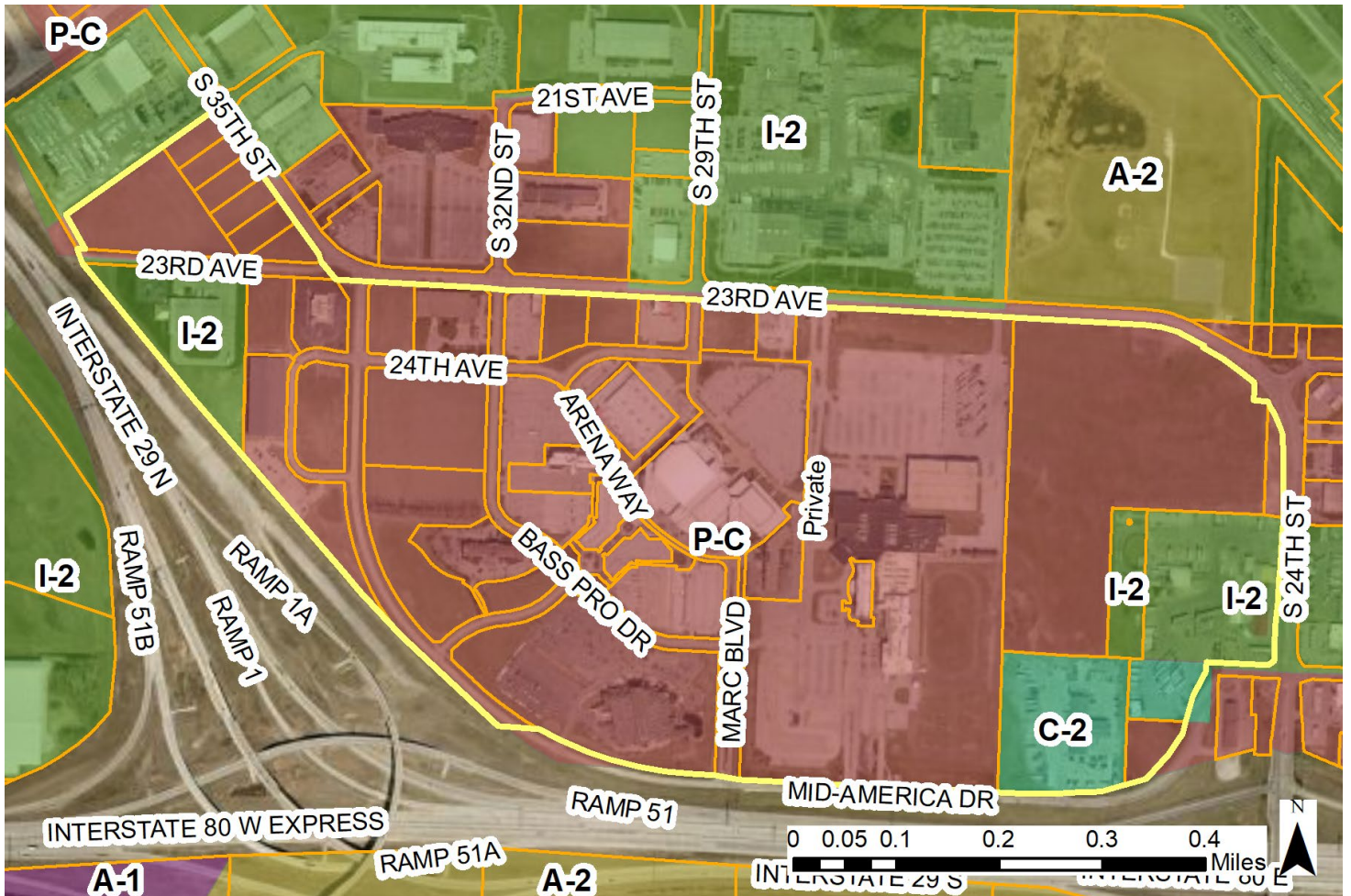
Surrounding zoning in the general vicinity of the Mid-America Urban Revitalization area includes: P-C/Planned Commercial District, I-2/General Industrial District, and A-2/Parks, Estates, and Agricultural District to the north; P-C/Planned Commercial District and I-2/General Industrial District to the east; A-2/Parks, Estates, and Agricultural District to the south across Mid-America Drive and the interstate; along with I-2/General Industrial District to the west.

The Mid-America Urban Revitalization Area contains a mixture of recreational, industrial, undeveloped, and commercial land uses. Existing businesses within this urban revitalization area include the following:

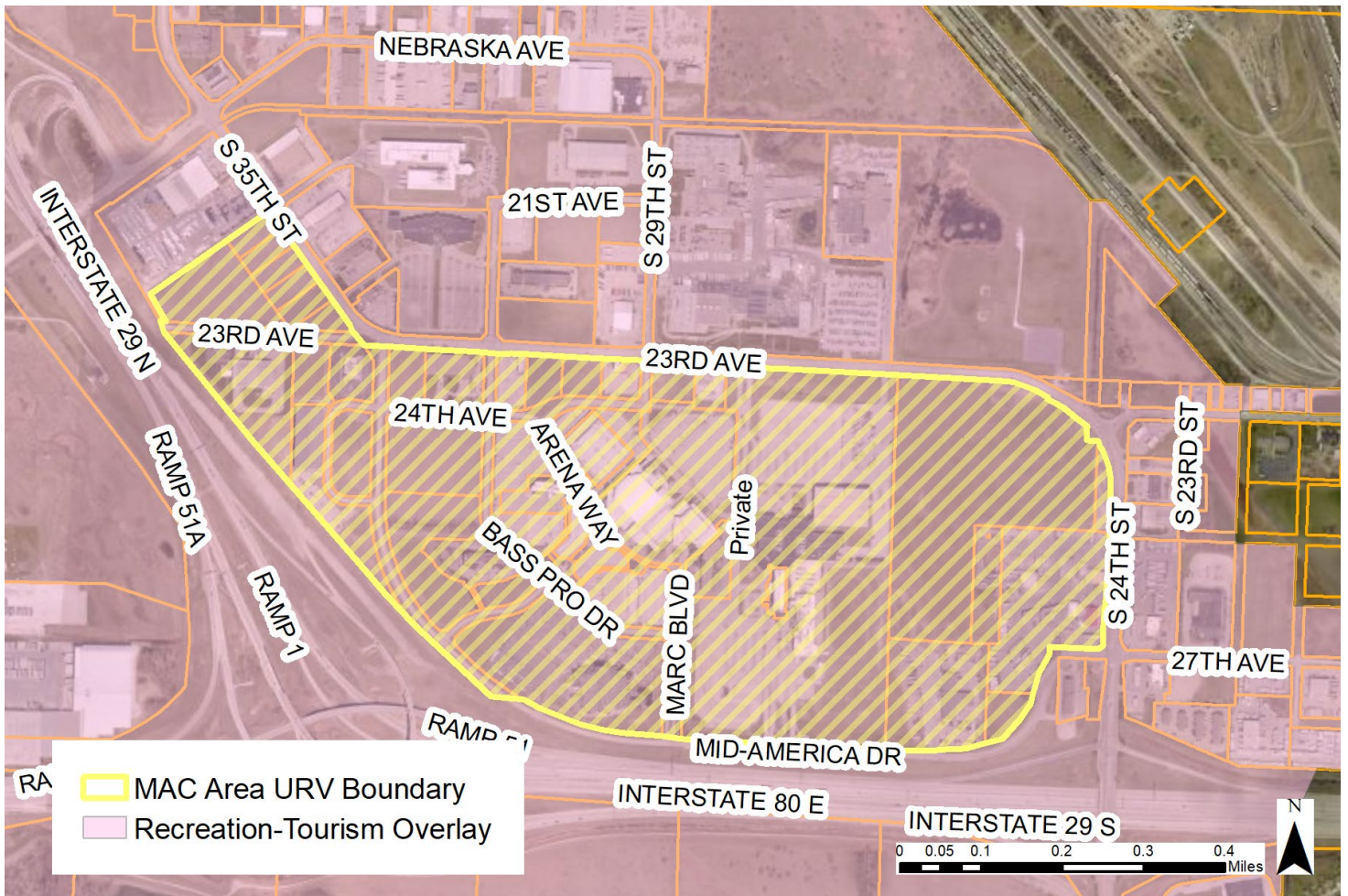
1. Quaker Steak & Lube – 3320 Mid America Drive (PIN #744403305001)
2. Iowa West Sports Plex – 3260 Mid America Loop (PIN #744403306002)
3. Doll Distributing – 3501 23rd Avenue (PIN #744404400007)
4. XPO Logistics – 2300 Bass Pro Drive (PIN #744403302002)
5. R P B Farms LLC (formerly Ruby Tuesday) – 3150 24th Ave (PIN #744403326001)
6. Marriott Spring Hill Suites – 3216 Plaza View Drive (PIN #744403351002)
7. Bass Pro Shop – 2901 Bass Pro Drive (PIN #744403376001)
8. U.S. Social Security Administration – 20 Arena Way, #1 (PIN #744403327006)
9. Backhaul and Track Logistics – 20 Arena Way, #2 (PIN #744403327006)
10. Armed Forces Career Center – 20 Arena Way, #107D (PIN #744403327006)
11. Total Care Chiropractic – 40 Arena Way, #1 (PIN #744403327005)
12. Full Fledged Brewing Company – 40 Arena Way, #2 (PIN #744403327005)
13. Big Kel's Pizza & Wings – 40 Arena Way, #11 (PIN #744403327005)
14. Courtyard Marriott – 2501 Bass Pro Drive (PIN #744403327009)
15. Hooters – 2910 24th Avenue (PIN #744403326004)
16. Fieldhouse Iowa West – 5 Arena Way (PIN #744403327008)
17. Mid-America Center – 1 Arena Way (PIN #744403327012)
18. Country Inn and Suites – 17 Arena Way (PIN #744403400002)
19. Hilton Garden Inn – 2702 Mid America Drive (PIN #744403400014)
20. Horseshoe Casino – 2701 23rd Avenue (PIN #744403400013)
21. Peterbilt – 2546 Mid America Drive (PIN #744403400009)
22. Sapp Brothers – 2608 S 24th Street (PIN #744403476002)
23. Burger King – 2608 S 24th Street (PIN #744403476002)
24. Subway – 2608 S 24th Street (PIN #744403476002)
25. Apple Barrel Restaurant – 2608 S 24th Street (PIN #744403476002)

The remaining properties in the proposed Mid-America Urban Revitalization Area are undeveloped. An RV sales dealership (Lazydays RV) will be developed at the northwest corner of the intersection of 23rd Avenue and South 35th Street. The Mid-America Urban Revitalization Plan is intended to incentivize the redevelopment of vacant lands in the area. All land uses in the proposed Mid-America Urban Revitalization Area will be commercial or industrial.

Mid-America Urban Revitalization Plan
Illustration 3 – Zoning



Mid-America Urban Revitalization Plan
Illustration 4 – Recreation-Tourism Overlay



PROPOSALS FOR IMPROVING OR EXPANDING CITY SERVICES

The proposed Mid-America Urban Revitalization Area is served with all municipal utilities (sanitary sewer, water and storm sewer) as well as electricity and gas. The area is accessible by multiple public roadways. All said roadways operate at a level of service (LOS) that can adequately handle additional traffic generated by new projects in this proposed urban revitalization area. There is a plan to add a new fire station at the southeast corner of S 29th Street and 23rd Avenue. A trail will be constructed through the property as development occurs. There are no other proposals to expand City services at this time.

RELOCATION PROVISIONS

Relocation is not anticipated with the implementation of this plan. However, if either a residential or non-residential tenant relocation occurs as a result of actions taken by a developer qualifying for the benefits under the Urban Revitalization Act, the tenant shall receive compensation from the developer of one month's rent and actual moving expenses, provided that the tenant has occupied the same unit continuously for a one year period prior to the adoption of this plan.

OTHER PUBLIC ASSISTANCE

Other public assistance has not been requested at this time.

APPLICABILITY AND TAX EXEMPTION SCHEDULE

1. Eligibility - The Mid-America Urban Revitalization Plan will apply to commercial and industrial land uses.

Both new construction and rehabilitation of existing structures will be eligible for tax abatement under the plan. Rehabilitation may include renovation of a structure to bring it to code standards, remodeling and expansion.

2. Term - The term of this Plan shall be until December 31, 2041 or as amended by City Council.

3. Commercial and Industrial

Ten Year - All eligible commercial and industrial real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten years. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- a. For the first year, eighty percent.
- b. For the second year, seventy percent.
- c. For the third year, sixty percent.
- d. For the fourth year, fifty percent.
- e. For the fifth year, forty percent.
- f. For the sixth year, forty percent.
- g. For the seventh year, thirty percent.
- h. For the eighth year, thirty percent.
- i. For the ninth year, twenty percent.
- j. For the tenth year, twenty percent.

-OR-

Three Year - All eligible commercial and industrial real estate is eligible to receive a one hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years.

6. Improvements - Improvements shall include commercial and industrial rehabilitation and additions to existing structures as well as new construction on vacant land or on land with existing structures

- For non-residential property, improvements must increase the actual value of the structure by at least 15%. If more than one building is located on the property, the 15% increase requirement applies only to the structure or structures upon which the improvements were made.
- If no structures were located on the property prior to the improvements, any improvements may qualify.

7. Actual Value - Actual value added by the improvements means the actual value added as of the first year for which the exemption was received. However, if such construction was begun one year prior to the adoption by the City of a Plan of Urban Revitalization pursuant to Chapter 404 of the Iowa Code, the value added by such construction, shall not constitute an increase in value for purposes of qualifying for the exemptions listed in this section.

APPLICATION AND REVIEW PROCESS

Upon completion of all improvements made within the assessment year for which the exemption is first claimed, the owner shall use the following procedure to secure the tax exemption.

1. The applicant requests a conference with the Community Development Department to discuss applicability of the request to established policy and review the application process.

2. The applicant completes the required forms and submits them along with all required data by February 1st to the Community Development Department. As part of the acceptance procedure, the Community Development Department shall review the submission for completeness. If there is a deficiency, the Department shall notify the applicant within seven (7) days.
3. The Department shall review the application according to the following criteria: 1) conformance with the Urban Revitalization Plan; 2) a finding that the site is within a designated area; 3) a finding that the work has been completed within the time required to qualify for abatement in the assessment year; 4) a finding that the application is consistent with Chapter 404 of the Iowa Code; and 5) a finding that the application is consistent with all applicable city codes and ordinances.
4. Upon review of the application, the Community Development Department will prepare a recommendation and schedule the proposal for City Council consideration.
5. By resolution, the City Council will accept the application and improvements as consistent with the intent of this plan and state law.
6. The City Council will then direct the Community Development Department to transmit a copy of the case file to the Assessor's Office by March 1st as required by Chapter 404 of the Iowa Code.

APPENDIX A: Property Owners and Valuations

#	Parcel Number	Owner	Permanent Property Address	Owner Mailing Address	Land Valuation	Building Valuation	Dwelling Valuation	Parcel Total Valuation	Acreage
1	744404277002	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$8,700.00	\$0.00	\$0.00	\$8,700.00	6.31
2	744404277003	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,400.00	\$9,600.00	\$0.00	\$11,000.00	1.11
3	744404277004	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,100.00	\$0.00	\$0.00	\$1,100.00	1.05
4	744404277005	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,100.00	\$0.00	\$0.00	\$1,100.00	1.11
5	744404277006	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,100.00	\$16,200.00	\$0.00	\$17,300.00	1.11
6	744403151001	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,200.00	\$0.00	\$0.00	\$1,200.00	1.14
7	744403151002	92 LAND LLC		1505 N 203RD ST, ELKHORN, NE 68022	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.96
8	744403306001	MORRIS, EDWARD L-FRANCES M TRUSTS		12582 DEERFIELD CT, COUNCIL BLUFFS, IA 51503	\$2,300.00	\$0.00	\$0.00	\$2,300.00	2.24
9	744403305001	Q S L LLC	DBA: QUAKER STEAK & LUBE 3320 MID AMERICA DR	19277 CONIFER LN SUITE #2, COUNCIL BLUFFS, IA 51503	\$786,300.00	\$1,218,200.00	\$0.00	\$2,004,500.00	2.29
10	744403306002	MAC VENTURES LLC	DBA: IOWA WEST SPORTS PLEX 3260 MID AMERICA LOOP	4201 RIVERS EDGE PKWY SUITE 400, COUNCIL BLUFFS, IA 51501	\$2,100.00	\$63,600.00	\$0.00	\$65,700.00	6.07
11	744404400007	DOLL DISTRIBUTING LLC	3501 23RD AVE	3501 23RD AVE, COUNCIL BLUFFS, IA 51501	\$806,300.00	\$2,585,400.00	\$0.00	\$3,391,700.00	8.90
12	744403306003	MORRIS, EDWARD L-FRANCES M TRUSTS		12582 DEERFIELD CT, COUNCIL BLUFFS, IA 51503	\$4,000.00	\$0.00	\$0.00	\$4,000.00	3.20
13	744403302001	COUNCIL BLUFFS SAVINGS BANK		126 W 6TH ST, CARROLL, IA 51401	\$2,200.00	\$0.00	\$0.00	\$2,200.00	2.00
14	744403302002	GREENTREE INVESTMENTS INC	DBA: XPO LOGISTICS 2300 BASS PRO DR	2617 S 95TH CIR, OMAHA, NE 68124	\$882,500.00	\$1,393,000.00	\$0.00	\$2,275,500.00	3.06
15	744403303001	KREJCI, FRANK R TRUST		1505 N 203RD ST, ELKHORN, NE 68022	\$11,700.00	\$0.00	\$0.00	\$11,700.00	7.14
16	744403351001	C B LODGING LLC		4534 WORNALL RD, KANSAS CITY, MO 64111	\$12,500.00	\$0.00	\$0.00	\$12,500.00	8.03
17	744403351002	LA POSADA GROUP LLC	DBA: MARRIOTT SPRING HILL SUITES 3216 PLAZA VIEW DR	755 E MULBERRY STE 600, SAN ANTONIO, TX 78212	\$958,800.00	\$8,636,900.00	\$0.00	\$9,595,700.00	3.67
18	744403351003	C B LODGING LLC		4534 WORNALL RD, KANSAS CITY, MO 64111	\$2,200.00	\$0.00	\$0.00	\$2,200.00	1.31
19	744403376001	COUNCIL BLUFFS, CITY OF	DBA: BASS PRO SHOP 2901 BASS PRO DR	209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$2,735,000.00	\$13,115,100.00	\$0.00	\$15,850,100.00	17.88
20	744403327004	MAC VENTURES LLC		25 MAIN PL STE 550, COUNCIL BLUFFS, IA 51503	\$463,600.00	\$0.00	\$0.00	\$463,600.00	1.77
21	744403327006	MAC VENTURES LLC	DBA: PLAZA AT THE MARCC 20 ARENA WAY	25 MAIN PL STE 550, COUNCIL BLUFFS, IA 51503	\$253,800.00	\$821,300.00	\$0.00	\$1,075,100.00	1.01
22	744403327005	MAC VENTURES LLC	DBA: PLAZA AT THE MARCC 40 ARENA WAY	25 MAIN PL STE 550, COUNCIL BLUFFS, IA 51503	\$253,800.00	\$1,272,200.00	\$0.00	\$1,526,000.00	1.01
23	744403327010	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	6.26
24	744403327009	IRH COUNCIL BLUFFS LLC	DBA: COURTYARD MARRIOTT 2501 BASS PRO DR	8815 CONROY-WINDERMERE RD STE 616, ORLANDO, FL 32835	\$790,000.00	\$9,000,000.00	\$0.00	\$9,790,000.00	2.32
25	744403327003	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	0.38
26	744403327011	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	4.32
27	744403326001	R P B FARMS LLC	3150 24TH AVE	10898 NORTH JOHN ALBERT AVENUE, FRESNO, CA 93730	\$660,000.00	\$130,000.00	\$0.00	\$790,000.00	1.64
28	744403326002	C M K DEVELOPMENT LLC		16820 FRANCES ST SUITE 205, OMAHA, NE 68130	\$2,600.00	\$0.00	\$0.00	\$2,600.00	1.64
29	744403326003	C M K DEVELOPMENT LLC		16820 FRANCES ST SUITE 205, OMAHA, NE 68130	\$2,200.00	\$0.00	\$0.00	\$2,200.00	1.50
30	744403326004	TARR FARMS INC	DBA: HOOTERS 2910 24TH AVE	135 RIVERSIDE ST, BELLEVUE, IA 52031	\$625,000.00	\$762,100.00	\$0.00	\$1,387,100.00	1.50
31	744403327001	COUNCIL BLUFFS SAVINGS BANK		126 W 6TH ST, CARROLL, IA 51401	\$1,700.00	\$0.00	\$0.00	\$1,700.00	1.64
32	744403400001	MIDAMERICAN ENERGY CO	2747 23RD AVE	PO BOX 657 CORPORATE TAX DMR5, DES MOINES, IA 50303-0657	\$0.00	\$0.00	\$0.00	\$0.00	1.33
33	744403327008	MAC VENTURES LLC	DBA: FIELDHOUSE IOWA WEST 5 ARENA WAY	4201 RIVERS EDGE PKWY SUITE 400, COUNCIL BLUFFS, IA 51501	\$126,700.00	\$1,942,100.00	\$0.00	\$2,068,800.00	2.76
34	744403327007	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	2.92
35	744403327012	COUNCIL BLUFFS, CITY OF	DBA: MID-AMERICA CENTER 1 ARENA WAY	209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	16.18
36	744403400014	HORSESHOE COUNCIL BLUFFS LLC	DBA: HILTON GARDEN INN 2702 MID AMERICA DR	535 MADISON AVE 20TH FLR, NEW YORK, NY 10022	\$465,200.00	\$11,522,700.00	\$0.00	\$11,987,900.00	0.89
37	744403400017	SAPP BROS TRAVEL CENTERS INC		PO BOX 45305, OMAHA, NE 68145-0305	\$10,200.00	\$15,200.00	\$0.00	\$25,400.00	36.56
38	744403400013	HORSESHOE COUNCIL BLUFFS LLC	DBA: HORSESHOE CASINO 2701 23RD AVE	535 MADISON AVE 20TH FLR, NEW YORK, NY 10022	\$11,665,500.00	\$53,349,600.00	\$0.00	\$65,015,100.00	62.66
39	744403400009	SIoux CITY TRUCK SALES INC	DBA: PETERBILT 2546 MID AMERICA DR	P O BOX 386, SIOUX CITY, IA 51102	\$1,821,700.00	\$1,745,800.00	\$0.00	\$3,567,500.00	10.71

#	Parcel Number	Owner	Permanent Property Address	Owner Mailing Address	Land Valuation	Building Valuation	Dwelling Valuation	Parcel Total Valuation	Acreage
40	744403476001	SAPP BROS TRAVEL CENTERS INC		PO BOX 45305, OMAHA, NE 68145-0305	\$387,500.00	\$155,200.00	\$0.00	\$542,700.00	3.10
41	744402306003	COUNCIL BLUFFS, CITY OF		209 PEARL ST, COUNCIL BLUFFS, IA 51503	\$0.00	\$0.00	\$0.00	\$0.00	1.13
42	744403476002	SAPP BROS INC	DBA: SAPP BROTHERS 2608 S 24TH ST	PO BOX 45305, OMAHA, NE 68145-0305	\$2,280,000.00	\$6,179,000.00	\$0.00	\$8,459,000.00	14.24
43	744403476003	SAPP BROS INC		PO BOX 45305, OMAHA, NE 68145-0305	\$400.00	\$0.00	\$0.00	\$400.00	1.58
44	744403400002	BRENT ASSOCIATES CB LLC C/O CLATTERBUCK PROPERTIES	DBA COUNTRY INN AND SUITES 17 ARENA WAY	12408 S 36TH ST BELLEVUE, NE 68123	\$808,800.00	\$5,796,800.00	\$0.00	\$6,605,600.00	2.47
Total:					\$26,840,200.00	\$119,730,000.00	\$0.00	\$146,570,200.00	260.10

Exhibit A

A PARCEL OF LAND BEING ALL OF BASS PRO SUBDIVISION, BLUFFS VISION SUBDIVISION, BLUFFS VISION SUBDIVISION REPLAT 1, BLUFFS VISION 4 SUBDIVISION, BLUFFS VISION 4 SUBDIVISION REPLAT 1, HORSESHOE SUBDIVISION, HOTEL PLAZA AT THE MAC, HOTEL PLAZA AT THE MAC REPLAT 1, INRIP SUBDIVISION TRACT NO 1 1st ADDITION, MORRIS SUBDIVISION, MORRIS SUBDIVISION REPLAT 1, PLAZA AT MARCC, SAPP BROS TRAVEL CENTER, A PORTION OF RAILROAD ADDITION, A PORTION OF THE SOUTH HALF OF SECTION 03 AND A PORTION OF GOVERNMENT LOTS 2 AND 3 IN SECTION 04, ALL IN TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOW:

BEGINNING AT THE NORTHEAST CORNER OF SAID SAPP BROS TRAVEL CENTER, SAID NORTHEAST CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 24th STREET;

THENCE SOUTH ON SAID WEST RIGHT-OF-WAY LINE, 726 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MID-AMERICAN DRIVE;

THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

- 1 WESTERLY, 352 FEET MORE OR LESS;
- 2 SOUTHWESTERLY, 1,272 FEET MORE OR LESS;
- 3 WESTERLY AND WESTERLY ON THE WESTERLY PROLONGATION, 2,382 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 29;

THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 3,909 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF SAID INRIP SUBDIVISION TRACT NO 1 1st ADDITION;

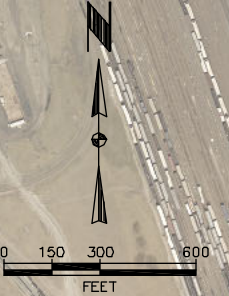
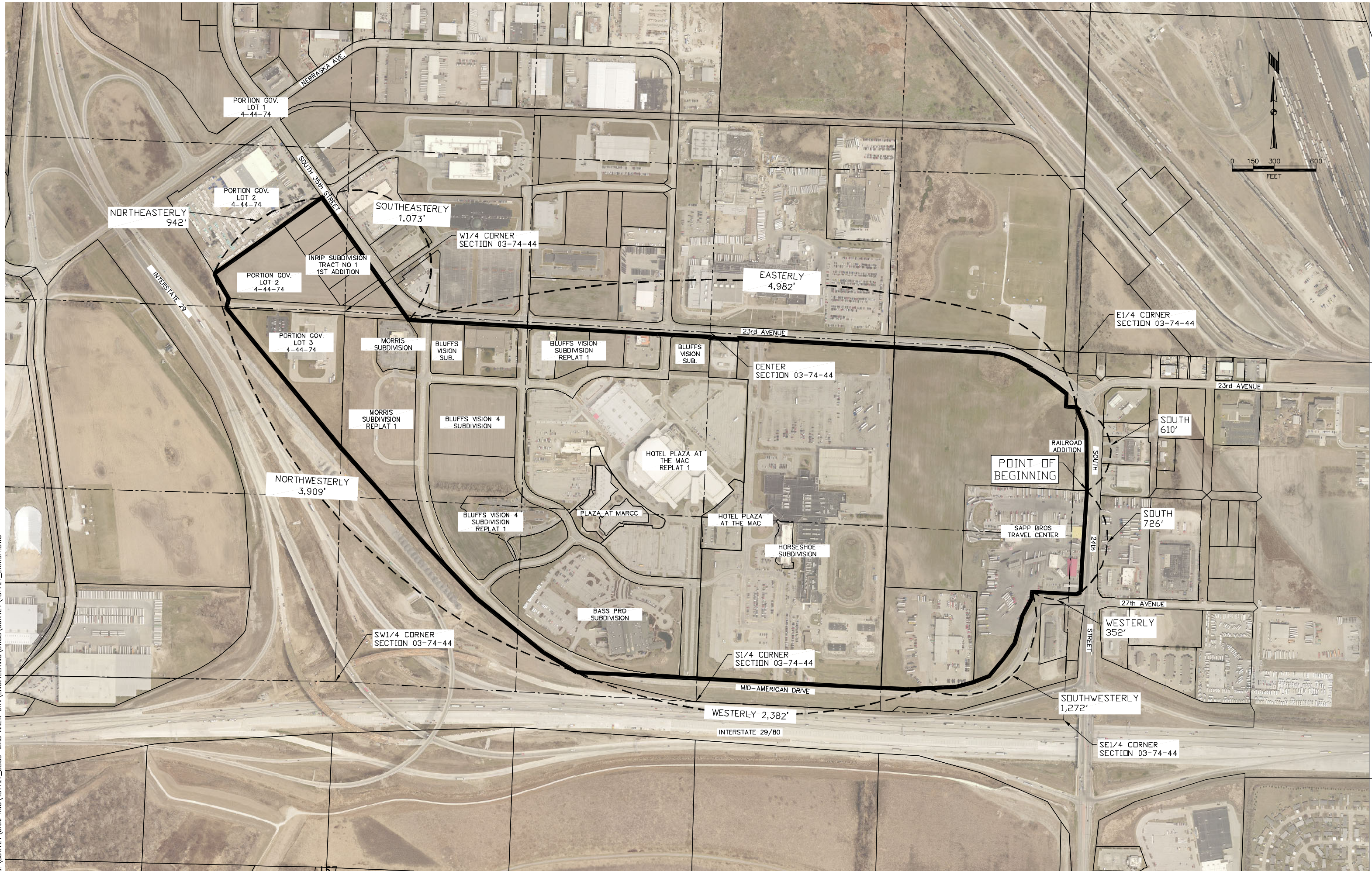
THENCE NORTHEASTERLY ON SAID WESTERLY PROLONGATION AND ON SAID LINE, 942 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH 35th STREET;

THENCE SOUTHEASTERLY ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE AND SOUTHEASTERLY ON IT'S SOUTHEASTERLY PROLONGATION, 1,073 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 23rd AVENUE;

THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 4,982 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH 24th STREET;

THENCE SOUTH ON SAID WESTERLY RIGHT-OF-WAY, 610 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 285 ACRES, MORE OR LESS.



ORDINANCE NO. 6469

AN ORDINANCE ESTABLISHING THE MID-AMERICA URBAN REVITALIZATION AREA WITHIN THE CITY OF COUNCIL BLUFFS.

- WHEREAS,** the City of Council Bluffs has the authority under Chapter 404 of the Code of Iowa to declare an area as an urban revitalization area to be known as the “Mid-America Urban Revitalization Area;” and
- WHEREAS,** the City of Council Bluffs is contemplating exercising said authority by designating an area legally described in the attachment Exhibit A as an urban revitalization area, thus allowing tax abatement for qualified projects; and
- WHEREAS,** this City Council of the City of Council Bluffs, Iowa, finds that the subject area is appropriate as an urban revitalization area as outlined in Sections 404.1(4) of the Iowa Code; and
- WHEREAS,** on August 9, 2021, the City Council passed a Resolution of Necessity and Intent to establish an urban revitalization area for the Mid-America Urban Revitalization Area, directing staff to prepare the required revitalization plan and a public hearing was set for September 13, 2021; and
- WHEREAS,** the Revitalization Plan has been written and packaged, notification sent to all the property owners and tenants affected and published notification has appeared in the daily newspaper; and
- WHEREAS,** at its August 10, 2021 meeting, the City Planning Commission reviewed the plan for the Mid-America Urban Revitalization Area and has forwarded its recommendation to this City Council.

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

SECTION 1. That the urban revitalization plan for the Mid-America Urban Revitalization Area, known as the "Mid-America Urban Revitalization Plan," attached hereto and made a part hereof, is hereby approved as to form and content.

SECTION 2. That the proposed Mid-America Urban Revitalization Area be and the same is hereby approved, pursuant to the proposed plan attached hereto and incorporated herein by this reference.

SECTION 3. EFFECTIVE DATE. That this ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

ADOPTED
AND
APPROVED

September 27, 2021

Matthew J. Walsh

Mayor

ATTEST:

Jodi Quakenbush

City Clerk

PUBLIC HEARING: N/A

FIRST CONSIDERATION: 9-13-21

SECOND CONSIDERATION: 9-27-21

THIRD CONSIDERATION: REQUEST TO WAIVE

Council Communication

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

Ordinance 6468
ITEM 6.A.

Council Action: 9/13/2021

Description

Ordinance to amend Chapter 1.10 "Mayor" of the the 2020 Municipal Code of Council Bluffs, Iowa, by amending Section 1.10.020 "Compensation For Mayor".

Background/Discussion

City Council member, Chad Hannan, has asked that the Mayor's salary be reviewed and increased. The Mayor's salary is currently \$105,095.38 and it has been suggested that it be increased to \$120,000.00 to begin on January 1, 2022. The last time this Ordinance was amended was January of 2008 (Ord. 5996).

Recommendation

Approval is recommended.

ATTACHMENTS:

Description	Type	Upload Date
Ordinance 6468	Ordinance	8/18/2021

ORDINANCE NO. 6468

AN ORDINANCE TO AMEND CHAPTER 1.10 “MAYOR” OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 1.10.020 “COMPENSATION FOR MAYOR”.

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

SECTION 1. That Chapter 1.10 “Mayor” of the 2020 Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by amended Section 1.10.020 “Compensation for Mayor”, to read as follows:

1.10.020 Compensation For Mayor

Effective January 1, 2022, the compensation for the mayor shall be \$120,000.00 annually. Thereafter, compensation for the mayor shall increase by either 3.5%, or the cost of living increase for the previous year as determined by the Consumer Price Index for the Kansas City Region, whichever is less.

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

September 13, 2021.

MATTHEW J. WALSH,

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 8-23-21

Second Consideration: 9-13-21

Public Hearing: n/a

Third Consideration: _____

Council Communication

Department: Police
Case/Project No.: Council Bluffs
Police Department
Submitted by: Captain Scott
Milner

Resolution 21-265
ITEM 7.A.

Council Action: 9/13/2021

Description

Resolution Authorizing the Extension of Resolution 21-24 Applicable Only to the Police Department to Offer a Hiring Bonus to Certified Police Officers

Background/Discussion

On January 25, 2021 the City Council approved resolution 21-24 which allowed the Police Department to pay a \$5,000 hiring bonus to certified officers that were hired. That same opportunity was advertised in our latest testing notification that began on August 14, 2021. In reviewing Resolution 21-24 that hiring bonus expires on September 30, 2021.

We hired 1 certified officer in the testing that took place in March 2021, and we have 2 certified officers in the current testing process. We plan to hire 4 new officers by the end of this year and if the certified officers make the Civil Service Hiring List they will be hired as part of those 4.

Recommendation

To extend Resolution 21-24 until all certified officers are hired or removed from the testing process that began on August 14, 2021.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 21-265	Resolution	9/8/2021

RESOLUTION
NO 21-265

**RESOLUTION AUTHORIZING THE EXTENSION OF RESOLUTION 21-24
APPLICABLE ONLY TO THE POLICE DEPARTMENT TO OFFER A HIRING
BONUS TO CERTIFIED POLICE OFFICERS.**

WHEREAS, Resolution 21-24 authorizes the Police Department to pay a \$5,000 hiring bonus to certified police officers with an expiration date of September 30, 2021; and

WHEREAS, We have advertised a new testing period for new officers including the hiring bonus but anyone hired from that testing will be hired after the resolution expires; and

WHEREAS, There are 2 certified officers in the current testing process and if hired would be eligible for the advertised hiring bonus; and

WHEREAS, The extension of Resolution 21-24 would only be applicable to the Police Department.

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

That we have advertised a hiring bonus for certified police officers and need an extension to Resolution 21-24 to meet our obligations.

AND IT FURTHER BE RESOLVED

We are recommending an extension to that resolution until all certified officers are hired or removed from the process for the new officers testing that took place on August 14, 2021.

ADOPTED
AND
APPROVED

September 13, 2021

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 21-266
ITEM 7.B.

Council Action: 9/13/2021

Description

Resolution temporarily vacating portions of West Broadway and the Vine Street Alley in connection with special event applications

Background/Discussion

Special event applications attached.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Biketober event	Other	8/31/2021
100 Block Car show	Other	8/31/2021
Resolution 21-266	Resolution	9/8/2021

For City Use Only:

Name of Special Event: Bike tober

Date of Special Event: 712 Initiative + 100 Block Events LLC

Note to Departments: You are requested to review this application and return it to the city Clerk's Office with any comments shown below. Comments should include pertinent laws and ordinances as well as notice of any required changes, fees, permits, and licenses.

Department Comments: _____

☐ Approved

☐ Denied

Department: _____

Signature/Initials: _____

CD _____

FIRE _____

BUILDING _____

LEGAL _____

PARKS _____

POLICE _____

PW _____

RISK M _____

INS CERT _____

COUNCIL _____

FORMS SENT OUT 8-31-21

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: 100 Block Events LLC
- Name of Event: Biketober / Blocktober
- Contact Name: Julia Woods
- Mailing Address for Contact: 1228 S. Main St
Council Bluffs, IA 51503
- Contact Phone Number: 402-213-1274
- Email: woods@the712initiative.org
- Address of Event: Vine Street behind Barleys
- Estimate of Number of Participants: 200-250
 - ☐ 1-50 ☐ 251-500
 - ☐ 51-100 ☐ 501-1,000
 - ☐ 100-150 ☐ > 1,000
- Attach map of event location, set-up, and/or route

II. Type of Event:

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> Circus* | <input checked="" type="checkbox"/> Walk, Run, Bicycle Event |
| <input type="checkbox"/> Carnival* | <input type="checkbox"/> Concert |
| <input type="checkbox"/> Fireworks* | <input checked="" 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

- | | |
|------------------------------|--------------------------------|
| - Date Set Up <u>10-9-21</u> | Date Taken Down <u>10-9-21</u> |
| - Date Held <u>10-9-21</u> | Times Held <u>3pm - 10pm</u> |

- IV. Brief description of event: Bike ride beginning @ 4pm
from behind Barleys to trailhead - no police needed.
followed by outdoor beer garden + live music
in parking bay behind Barleys.

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. 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 _____

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**) *alley between Barkley & Dusted*
If using the 712 Initiative Block Party Trailer, please complete section VIII. *Charm ONLY*
 - 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 *one bay of Vine Street parking lot.*
- ☒ 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:

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

NOISE VARIANCE REQUEST

APPLICATION DATE: 8/31/21
REQUESTING PERSON:
NAME: Julia Woods
MAILING ADDRESS: 1228 S main st
CB, IA 51503
PHONE NUMBER: 402-213-1274
EMAIL: jwoods@the71ainitiative.org
ORGANIZATION/EVENT: Biketober / Blacktober
EVENT LOCATION: Parking bay behind Barleys on Vine St.
EVENT DATE: 3pm - 9pm 10-9-21
EVENT TIME: music from 6pm - 9pm

EXPLAIN SOURCE OF NOISE AND SPECIFIC HOURS OF NOISE:

hours are 6pm - 9pm - Band - Polka Police playing.

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 ()

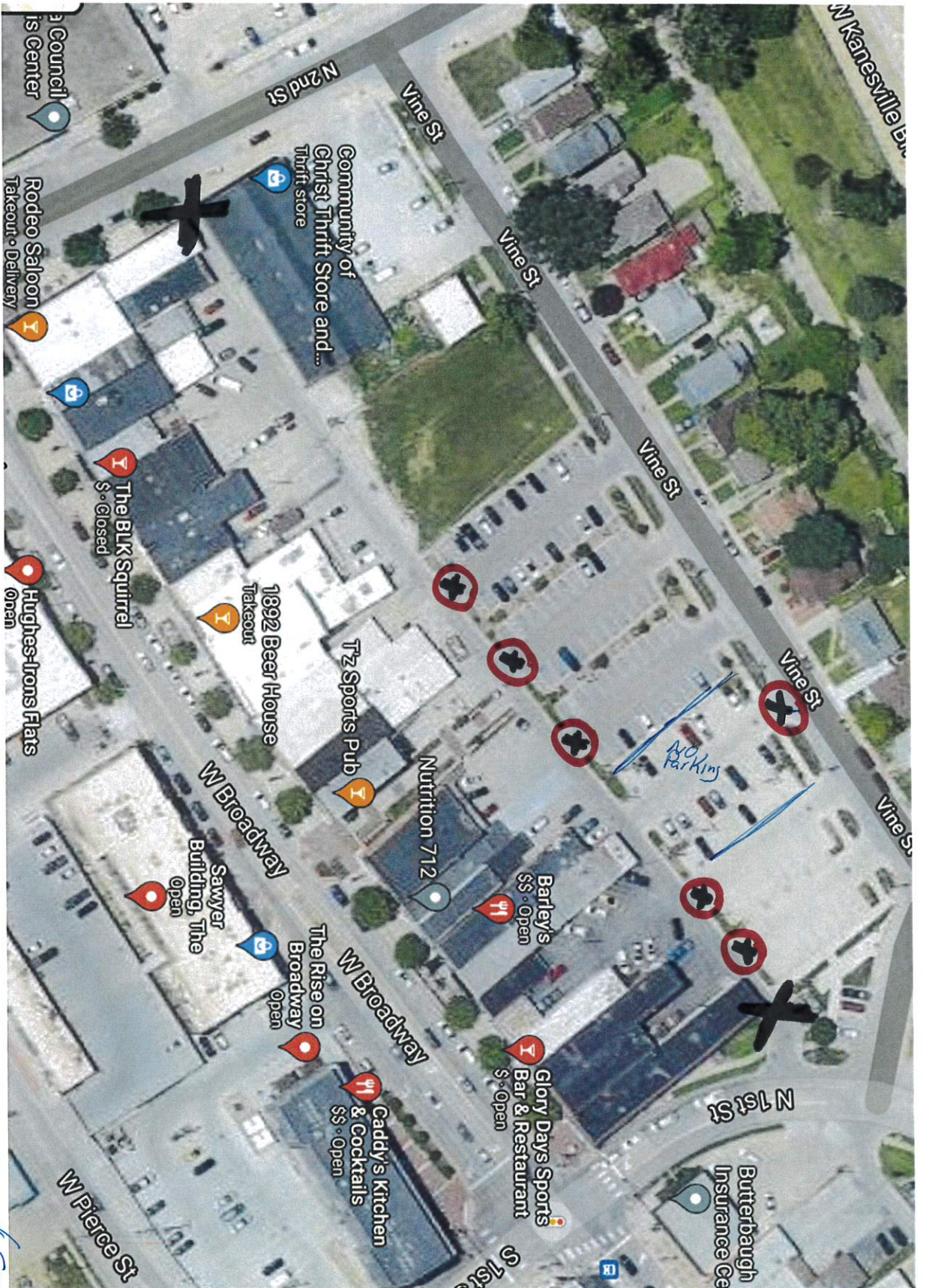
DISAPPROVED ()

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



- ✖ - Event Organizer will use own Barricades for Parking lot (from Block Party Trailer)
- ✖ - City will provide Barricades for Both Ends of Alley



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broker, Karns & Karns Inc. Insurance Council Bluffs Office 1317 N 16th St Council Bluffs IA 51501		CONTACT NAME: Brocker Karns Karns PHONE (A/C, No, Ext): (712) 322-1228 FAX (A/C, No): (712) 322-1053 E-MAIL ADDRESS: kristinek@brockerkarns.com	
INSURED 100 Block Events LLC 114 W Broadway Council Bluffs IA 51503		INSURER(S) AFFORDING COVERAGE INSURER A: Western World Insurance Company INSURER B: Illinois Casualty Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13196 15571	

COVERAGES **CERTIFICATE NUMBER:** CL215611928 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		NPP8798970	05/19/2021	11/19/2021	EACH OCCURRENCE	\$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000		
	MED EXP (Any one person)						\$ 5,000		
	PERSONAL & ADV INJURY						\$ 1,000,000		
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COM/OP AGG	\$ 2,000,000	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/>	N/A					PER STATUTE	OTH-ER	
B	Liquor Liability	Y		LL109505	05/19/2021	11/19/2021	E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
								\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Council Bluffs is listed as additional insured on the general liability and liquor liability.

CERTIFICATE HOLDER

CANCELLATION

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

For City Use Only:

Name of Special Event: 100 Block Car Show / 100 Block LLC

Date of Special Event: September 18, 2021 noon - 9pm

Note to Departments: You are requested to review this application and return it to the city Clerk's Office with any comments shown below. Comments should include pertinent laws and ordinances as well as notice of any required changes, fees, permits, and licenses.

Department Comments: _____

☐ Approved

☐ Denied

Department: _____

Signature/Initials: _____

CD _____

FIRE _____

BUILDING _____

LEGAL _____

PARKS _____

POLICE _____

PW _____

RISK M _____

INS CERT _____

COUNCIL _____

FORMS SENT OUT 8-26-21

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: 100 BLOCK EVENTS LLC MATT JOHNSON
- Name of Event: 100 BLOCK CAR SHOW
- Contact Name: MATT JOHNSON
- Mailing Address for Contact: 114 W BROADWAY
CB IA 51503
- Contact Phone Number: 402-659-2110
- Email: mattj@barleysbar.com
- Address of Event: 100-400 BLOCK OF WEST BROADWAY
- Estimate of Number of Participants: _____
 - ☐ 1-50 ☒ 251-500
 - ☐ 51-100 ☐ 501-1,000
 - ☐ 100-150 ☐ > 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 type="checkbox"/> Fireworks* | <input type="checkbox"/> Neighborhood/Block or Private Party |
| <input type="checkbox"/> Parade* | <input checked="" type="checkbox"/> Other: <u>CAR SHOW</u> |

***The above events require City Council approval, which could take 2-4 weeks to obtain.**

III. Date of Event

- | | | | |
|---------------|----------------|-----------------|--------------------|
| - Date Set Up | <u>9-18-21</u> | Date Taken Down | <u>9-18-21</u> |
| - Date Held | <u>9-18-21</u> | Times Held | <u>NOON - 9 PM</u> |

IV. Brief description of event:

ANNUAL CAR SHOW HELD ON 100-400 BLOCKS
OF W. BROADWAY. EVERYTHING WILL BE THE
SAME AS THE PREVIOUS YEARS.

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. 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 NONE UNLESS REQUIRED

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:

BEER WILL BE SOLD AT BEER TENT OUT IN
THE STREET

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..

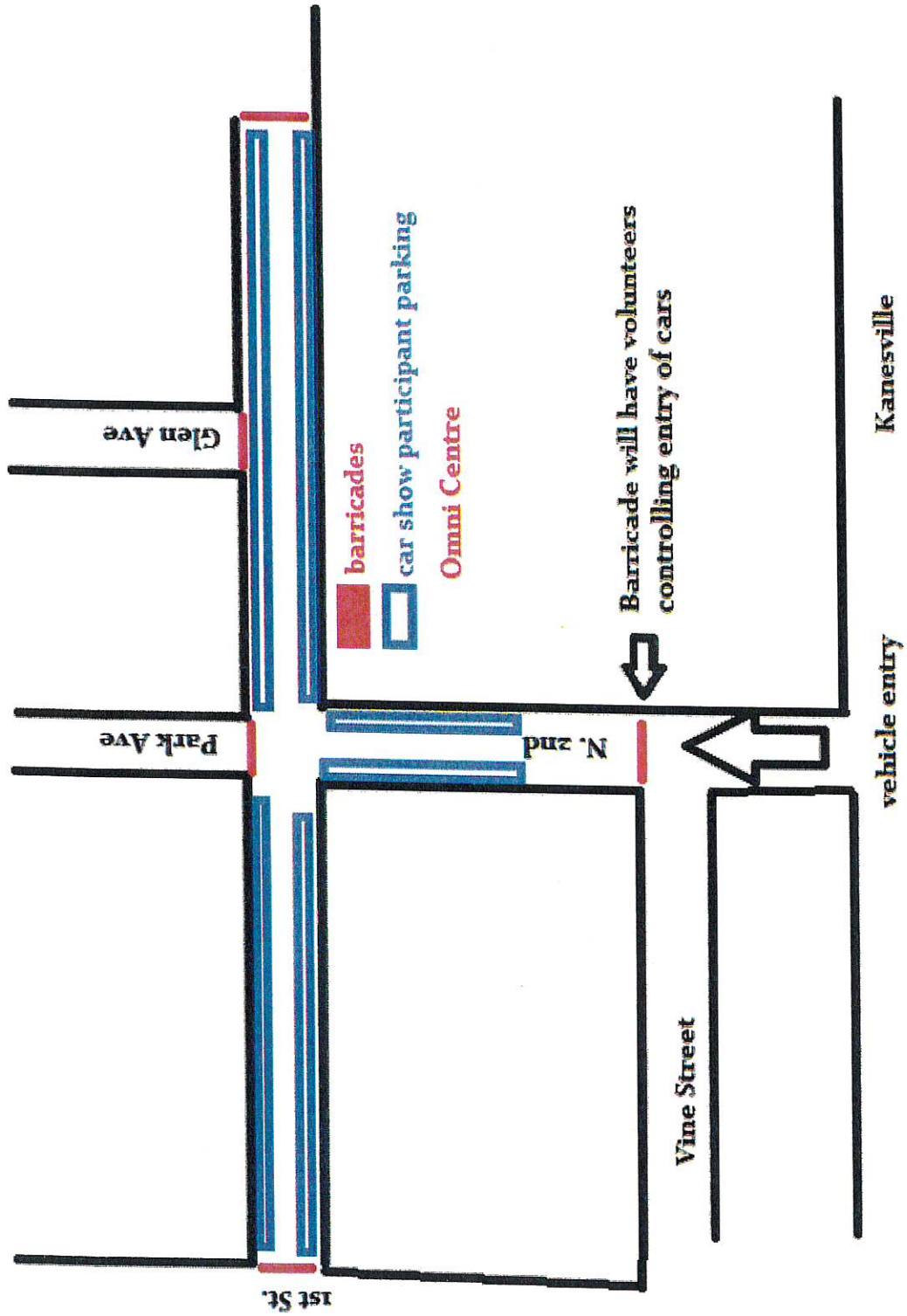
- ☒ Diagram of Street Closure attached
- ☐ Completed Street Closure Permission form, with signatures from all properties affected by the closure.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brocker, Karns & Karns Inc. Insurance Council Bluffs Office 1317 N 16th St Council Bluffs IA 51501		CONTACT NAME: Brocker Karns Karns PHONE (A/C, No, Ext): (712) 322-1228 FAX (A/C, No): (712) 322-1053 E-MAIL ADDRESS: kristinek@brockerkarns.com	
INSURED 100 Block Events LLC 114 W Broadway Council Bluffs IA 51503		INSURER(S) AFFORDING COVERAGE INSURER A: Western World Insurance Company INSURER B: Illinois Casualty Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13196 15571	

COVERAGES**CERTIFICATE NUMBER:** CL215611928**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		NPP8798970	05/19/2021	11/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability	Y		LL109505	05/19/2021	11/19/2021	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Council Bluffs is listed as additional insured on the general liability and liquor liability.

CERTIFICATE HOLDER**CANCELLATION**

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO. 21-266

**RESOLUTION TEMPORARILY VACATING PORTIONS OF WEST
BROADWAY AND VINE STREET ALLEY IN CONNECTION WITH SPECIAL
EVENT APPLICATIONS.**

WHEREAS, The City has reviewed a special event application “100 Block Car Show” proposed to take place on West Broadway between 1st Street and Glen Avenue on Saturday September 18, 2021 from noon to 9:00 pm;

WHEREAS, The City has reviewed a special event application “Biketober” proposed to take place in the alley adjacent to Vine Street on Saturday October 9, 2021 from 3:00 pm to 10:00 pm;

WHEREAS, The proposed activities would be inconsistent with City and State law if West Broadway in these location were not temporarily vacated.

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

That West Broadway and Vine Street Alley be temporarily vacated as described above in connection with the approved special event applications.

ADOPTED
AND
APPROVED

September 13, 2021

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

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

Resolution 21-267
ITEM 7.C.

Council Action: 9/13/2021

Description

Resolution authorizing and directing the Mayor to accept the dedication of the portion of a storm sewer line being constructed to service Lot 1, River Road Subdivision

Background/Discussion

The City has entered into an Agreement with Opus Development Company to sell Lot 1, River Road Subdivision. Opus intends to construct a storm sewer line and then dedicate a portion to the City to then be maintained the City. The cost of the storm sewer will be borne by Opus and by this becoming part of the public storm sewer, it simplifies needing consent from UP Railroad to cross their right-of-way which lies immediately to the west of River Road.

Recommendation

Approval is recommended.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 21-267	Resolution	9/8/2021

RESOLUTION NO. 21-267

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY OF COUNCIL BLUFFS MAYOR TO ACCEPT THE DEDICATION OF A PORTION OF A STORM SEWER LINE BEING CONTRUCTED TO SERVICE LOT 1, RIVER ROAD SUBDIVISION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

WHEREAS, The City of Council Bluffs has entered an agreement with Opus Development Company to sell Lot 1, River Road Subdivision; and

WHEREAS, Opus Development Company intends to construct a storm sewer line to service this parcel and upon completion, intends to dedicate a portion of the storm sewer line to the City of Council Bluffs that will become part of the public storm sewer system and be maintained by the City; and

WHEREAS, it is in the best interest of the City of Council Bluffs to accept this portion of the newly constructed storm sewer line.

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

That the Mayor is hereby authorized and directed to accept the dedication of the portion of the storm sewer line being constructed to service Lot 1, River Road Subdivision, following its construction pursuant to specifications that are acceptable to the City's Public Works Department, starting at the easterly right-of-way line of River Road and extending westerly to an existing outfall structure where it will be discharged into the Missouri River.

ADOPTED
AND
APPROVED

September 13, 2021.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Finance

Case/Project No.:

Submitted by: Finance Department /

Kristi Meckna

Resolution 21-268A & B

ITEM 7.D.

Council Action: 9/13/2021

Description

21-268A - Resolution Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement

21-268B - Resolution authorizing and providing for the issuance of \$1,125,000 Taxable General Obligation Bonds, Series 2021A, and amending the levy of taxes to pay Said Bonds; Approval of the Continuing Disclosure Certificate

Background/Discussion

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

B) This resolution incorporates several documents into the official record of the bond sale to assure compliance with State and Federal laws. It promises the City will follow the rules for continuing disclosure of actions and incidents which are determined to be material actions in the administration of the bonds. It pledges the City's tax base as payment for the bonds and levies taxes necessary to make all payments of principal and interest on these bonds.

Recommendation

This is Step 9, the final step, in the General Obligation Bonding process, which is to approve the resolution appointing the Paying Agent, Bond Registrar, and Transfer Agent along with amending the levy of taxes for payment on said bonds. It is in the best interest of the City to continue to move forward in the process of issuance of General Obligation Bonds to satisfy the funding requirements for capital improvement projects for FY22. Upon approval, the City will receive the remaining funds deposited into the bank.

ATTACHMENTS:

Description	Type	Upload Date
GO Bond Process	Other	9/2/2021
Resolution 21-268 A&B	Resolution	9/8/2021

City of Council Bluffs

GO Bonding Process

Step 1 – Determine CIP requirements and Tax levy for next year budget

- a. 5 year CIP prepared and presented to Planning Commission
- b. Set public hearing
- c. Conduct public hearing on approval of 5 year CIP

Step 2 – Set public hearing for bond purposes

- a. 4/20 notice for essential corporate purpose
- b. 10/20 notice for general corporate purpose

Step 3 – Conduct public hearing and approve bond purpose resolutions to issue bonds

Step 4 – Reimbursement resolution

Step 5 – Resolution to collect a tax levy (also referred to as pre-levy)

Step 6 – Prepare Preliminary Official Statement (no Council action needed)

- a. Presentation to Moody's Investors for debt rating

Step 7 – Notice of Bond Sale; set public hearing for sale of bonds

Step 8 – Sale of Bonds public hearing

Step 9 – Final resolution is to approve the Bond paying agent and registrar

Resolution 21-268A & B

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

\$1,125,000 Taxable General Obligation Bonds, Series 2021A

- Resolution Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance of \$1,125,000 Taxable General Obligation Bonds, Series 2021A, and amending the levy of taxes to pay Said Bonds; Approval of the Continuing Disclosure Certificate.

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

September 13, 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 _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

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

AYES: _____

NAYS: _____

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

Resolution 21-268A

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

WHEREAS, \$1,125,000 Taxable General Obligation Bonds, Series 2021A, dated October 5, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

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

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

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$1,125,000 Taxable General Obligation Bonds, Series 2021A, dated October 5, 2021.

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

PASSED AND APPROVED this 13th day of September, 2021.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,125,000 TAXABLE GENERAL OBLIGATION BONDS, SERIES 2021A, AND AMENDING THE LEVY OF TAXES TO PAY SAID BONDS; APPROVAL OF THE CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

Resolution 21-268B

RESOLUTION AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$1,125,000 TAXABLE GENERAL
OBLIGATION BONDS, SERIES 2021A, AND AMENDING
THE LEVY OF TAXES TO PAY SAID BONDS; APPROVAL
OF THE CONTINUING DISCLOSURE CERTIFICATE

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

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, extension, improvement, and equipping of city utilities, city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes, including parking lot improvements at the Mid-America Center convention center, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, extension, improvement, and equipping of city utilities, city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes, including roof repairs and replacements at the Mid-America Center convention center, general corporate purpose(s), and it is deemed necessary and advisable that Taxable General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, on February 22, 2021, the Council adopted Resolution No. 21-55 imposing levies for the repayment of the Bonds; and

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

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

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

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$1,125,000 Taxable General Obligation Bonds, Series 2021A, authorized to be issued by this Resolution.

- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Council Bluffs, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.
- "Project" shall mean the costs of:
 - a) The acquisition, construction, reconstruction, extension, improvement, and equipping of city utilities, city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes, including parking lot improvements at the Mid-America Center convention center; and
 - b) The acquisition, construction, reconstruction, extension, improvement, and equipping of city utilities, city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes, including roof repairs and replacements at the Mid-America Center convention center.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

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

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

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

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$1,154,500.00*	2021/2022

*A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Bonds coming due in fiscal year 2021/2022. Subsequent levies in Resolution No. 21-55 approved on February 22, 2021, are hereby amended.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

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

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

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021 GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its

proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

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

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

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. Taxable General Obligation Bonds of the City in the amount of \$1,125,000, shall be issued pursuant to the provisions of Section 384.26 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "TAXABLE GENERAL OBLIGATION BOND, SERIES 2021A", be dated October 5, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2022.

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

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$1,125,000	4.000%	2022

b) Redemption. The Bonds are not subject to redemption prior to maturity.

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

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

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

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

and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

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

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

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

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

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

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

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

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

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

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

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

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

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

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

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

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate

herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

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

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

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

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

"STATE OF IOWA"
"COUNTY OF POTTAWATTAMIE"
"CITY OF COUNCIL BLUFFS"
"TAXABLE GENERAL OBLIGATION BOND"
"SERIES 2021A"
GENERAL CORPORATE PURPOSE

Rate: _____
Maturity: _____
Bond Date: October 5, 2021
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$_____

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

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

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above,

only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2022.

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

**THE HOLDERS OF THE BONDS SHOULD TREAT THE INTEREST AS
SUBJECT TO FEDERAL INCOME TAXATION.**

This Bond is issued pursuant to the provisions of Section 384.26 of the Code of Iowa, for the purpose of paying costs of:

a) The acquisition, construction, reconstruction, extension, improvement, and equipping of city utilities, city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes, including parking lot improvements at the Mid-America Center convention center; and

b) The acquisition, construction, reconstruction, extension, improvement, and equipping of city utilities, city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes, including roof repairs and replacements at the Mid-America Center convention center;

in conformity to a resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Bonds are not subject to redemption prior to maturity.

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

Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

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

Date of authentication: October 5, 2021

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

UMB BANK, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF COUNCIL BLUFFS, STATE OF IOWA

By: _____ (manual or facsimile signature)
Mayor

ATTEST:

By: _____ (manual or facsimile signature)
City Clerk

(Information Required for Registration)

ASSIGNMENT

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

Dated: _____

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

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____

Corporation _____

Partnership _____

Trust _____

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

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

TEN COM - as tenants in common

PASSED AND APPROVED this 13th day of September, 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)

202

Council Communication

Department: Finance

Case/Project No.:

Submitted by: Finance Department /

Kristi Meckna

Resolution 21-269A & B

ITEM 7.E.

Council Action: 9/13/2021

Description

21-269A - Resolution Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement

21-269B - Resolution authorizing and providing for the issuance of \$5,970,000 General Obligation Bonds, Series 2021B, and amending the levy of taxes to pay said Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate

Background/Discussion

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

(B) This resolution incorporates several documents into the official record of the bond sale to assure compliance with State and Federal laws. It incorporates the Certificate of Tax Exemption for the Series 2021B bond which sets out the conditions under which the interest on these bonds remains exempt from federal taxation. It promises the City will follow the rules for continuing disclosure of actions and incidents which are determined to be material actions in the administration of the bonds. It pledges the City's tax base as payment for the bonds and levies taxes necessary to make all payments of principal and interest on these bonds.

Recommendation

This is Step 9, the final step, in the General Obligation Bonding process, which is to approve the resolution appointing the Paying Agent, Bond Registrar, and Transfer Agent along with amending the levy of taxes for payment on said bonds. It is in the best interest of the City to continue to move forward in the process of issuance of General Obligation Bonds to satisfy the funding requirements for capital improvement projects for FY22. Upon approval, the City will receive the remaining funds deposited into the bank.

ATTACHMENTS:

Description	Type	Upload Date
GO Bond Process	Other	9/2/2021
Resolution 21-2639 A&B	Resolution	9/8/2021

City of Council Bluffs

GO Bonding Process

Step 1 – Determine CIP requirements and Tax levy for next year budget

- a. 5 year CIP prepared and presented to Planning Commission
- b. Set public hearing
- c. Conduct public hearing on approval of 5 year CIP

Step 2 – Set public hearing for bond purposes

- a. 4/20 notice for essential corporate purpose
- b. 10/20 notice for general corporate purpose

Step 3 – Conduct public hearing and approve bond purpose resolutions to issue bonds

Step 4 – Reimbursement resolution

Step 5 – Resolution to collect a tax levy (also referred to as pre-levy)

Step 6 – Prepare Preliminary Official Statement (no Council action needed)

- a. Presentation to Moody's Investors for debt rating

Step 7 – Notice of Bond Sale; set public hearing for sale of bonds

Step 8 – Sale of Bonds public hearing

Step 9 – Final resolution is to approve the Bond paying agent and registrar

Resolution 21-269A&B

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

\$5,970,000 General Obligation Bonds, Series 2021B

- Resolution Appointing UMB Bank, N.A. of West Des Moines, Iowa, to Serve as Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution authorizing and providing for the issuance of \$5,970,000 General Obligation Bonds, Series 2021B, and amending the levy of taxes to pay said Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

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

September 13, 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 _____ .M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

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

AYES: _____

NAYS: _____

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

Resolution 21-269A

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

WHEREAS, \$5,970,000 General Obligation Bonds, Series 2021B, dated October 5, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

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

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

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$5,970,000 General Obligation Bonds, Series 2021B, dated October 5, 2021.

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

PASSED AND APPROVED this 13th day of September, 2021.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$5,970,000 GENERAL OBLIGATION BONDS, SERIES 2021B, AND AMENDING THE LEVY OF TAXES TO PAY SAID BONDS; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

Resolution 21-269B

RESOLUTION AUTHORIZING AND PROVIDING FOR THE
ISSUANCE OF \$5,970,000 GENERAL OBLIGATION BONDS,
SERIES 2021B, AMENDING THE LEVY OF TAXES TO PAY
SAID BONDS; APPROVAL OF THE TAX EXEMPTION
CERTIFICATE AND CONTINUING DISCLOSURE
CERTIFICATE

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

WHEREAS, the Issuer is in need of funds to pay costs of:

- a) The opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes.
- b) The acquisition, construction, reconstruction, and improvement of real and personal property, useful for the reclamation of property situated within the corporate limits of cities from floods or high waters, including the construction of

levees, embankments, structures, impounding reservoirs, or conduits, and the development and beautification of the banks and other areas adjacent to flood control improvements.

- c) The acquisition, construction, reconstruction, improvement, repair, and equipping of waterworks, water mains, and extensions, and real and personal property, useful for providing potable water to residents of the city.
- d) The rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks.
- e) The acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance;

essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$4,400,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping, including information technology hardware and software, of city buildings, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of:

- a) The acquisition, construction, reconstruction, enlargement, improvement, and equipping of city halls, jails, police stations, fire stations, garages, libraries, and hospitals, including buildings to be used for any combination of the foregoing purposes, and the acquisition of real estate therefor;
- b) The acquisition, construction, reconstruction, extension, improvement, and equipping of city utilities, city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes, including parking lot improvements at Westwood, Pirate Cove; and

c) The acquisition, construction, reconstruction, enlargement, improvement, and equipping of community center houses, recreation grounds, recreation buildings, juvenile playgrounds, swimming pools, recreation centers, parks, and golf courses, and the acquisition of real estate therefor, including parking lot improvements;

general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of the acquisition, construction, reconstruction, enlargement, improvement, and equipping of community center houses, recreation grounds, recreation buildings, juvenile playgrounds, swimming pools, recreation centers, parks, and golf courses, and the acquisition of real estate therefor, including recreational grounds and trails, and the new Eastern Hills Neighborhood Park and Valley View dog park, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purpose(s); and

WHEREAS, on February 22, 2021, the Council adopted Resolution No. 21-55 imposing levies for the repayment of the Bonds; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation Bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$5,970,000 General Obligation Bonds as hereinafter set forth; and

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

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

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

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$5,970,000 General Obligation Bonds, Series 2021B, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Council Bluffs, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Project" shall mean the costs of:
 - a) The opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;
 - b) The acquisition, construction, reconstruction, and improvement of real and personal property, useful for the reclamation of property situated within the corporate limits of cities from floods or high waters, including the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the development and beautification of the banks and other areas adjacent to flood control improvements;
 - c) The acquisition, construction, reconstruction, improvement, repair, and equipping of waterworks, water mains, and extensions, and real and personal property, useful for providing potable water to residents of the city;
 - d) The rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks;
 - e) The acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance;
 - f) The acquisition, construction, reconstruction, enlargement, improvement, and equipping, including information technology hardware and software, of city buildings;
 - g) The acquisition, construction, reconstruction, enlargement, improvement, and equipping of city halls, jails, police stations, fire stations, garages, libraries, and hospitals, including buildings to be used for any combination of the foregoing purposes, and the acquisition of real estate therefor;
 - h) The acquisition, construction, reconstruction, extension, improvement, and equipping of city utilities, city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes, including parking lot improvements at Westwood, Pirate Cove;
 - i) The acquisition, construction, reconstruction, enlargement, improvement, and equipping of community center houses, recreation grounds, recreation buildings, juvenile playgrounds, swimming pools, recreation centers, parks, and golf courses, and the acquisition of real estate therefor, including parking lot improvements; and
 - j) The acquisition, construction, reconstruction, enlargement, improvement, and equipping of community center houses, recreation grounds, recreation buildings, juvenile playgrounds, swimming pools, recreation centers, parks, and golf courses, and the acquisition of real estate therefor, including recreational grounds and trails, and the new Eastern Hills Neighborhood Park and Valley View dog park.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.
- "Resolution" shall mean this amending resolution authorizing the Bonds.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Bonds.
- "Treasurer" shall mean the Director of Finance or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

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

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

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$999,507.39*	2021/2022
\$602,685.00	2022/2023
\$586,435.00	2023/2024
\$574,935.00	2024/2025
\$557,935.00	2025/2026
\$545,685.00	2026/2027
\$527,935.00	2027/2028
\$514,935.00	2028/2029
\$501,435.00	2029/2030
\$506,635.00	2030/2031
\$516,735.00	2031/2032
\$521,180.00	2032/2033

*A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Bonds coming due in fiscal year 2021/2022. Subsequent levies in Resolution No. 21-55 approved on February 22, 2021, are hereby amended.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

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

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

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021 GENERAL OBLIGATION BOND FUND NO. 2" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

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

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge

of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$5,970,000, shall be issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2021B", be dated October 5, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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

Principal Amount	Interest Rate	Maturity June 1st
\$855,000	5.000%	2022
\$425,000	5.000%	2023
\$430,000	5.000%	2024
\$440,000	5.000%	2025
\$445,000	5.000%	2026
\$455,000	5.000%	2027
\$460,000	5.000%	2028
\$470,000	5.000%	2029
\$480,000	1.000%	2030
\$490,000	1.000%	2031
\$505,000	1.100%	2032
\$515,000	1.200%	2033

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2029, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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

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

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

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

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

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its

nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

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

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

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

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

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

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

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

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

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer

identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

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

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

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

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

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

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

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

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

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

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

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

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

"STATE OF IOWA"
"COUNTY OF POTTAWATTAMIE"
"CITY OF COUNCIL BLUFFS"
"GENERAL OBLIGATION BOND"
"SERIES 2021B"
CORPORATE PURPOSE

Rate: _____
Maturity: _____
Bond Date: October 5, 2021
CUSIP No.: _____
"Registered"
Certificate No. _____
Principal Amount: \$ _____

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

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

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

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

This Bond is issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of:

- a) The opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction,

reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, and pedestrian underpasses and overpasses, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;

- b) The acquisition, construction, reconstruction, and improvement of real and personal property, useful for the reclamation of property situated within the corporate limits of cities from floods or high waters, including the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the development and beautification of the banks and other areas adjacent to flood control improvements;
- c) The acquisition, construction, reconstruction, improvement, repair, and equipping of waterworks, water mains, and extensions, and real and personal property, useful for providing potable water to residents of the city;
- d) The rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks;
- e) The acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance;
- f) The acquisition, construction, reconstruction, enlargement, improvement, and equipping, including information technology hardware and software, of city buildings;
- g) The acquisition, construction, reconstruction, enlargement, improvement, and equipping of city halls, jails, police stations, fire stations, garages, libraries, and hospitals, including buildings to be used for any combination of the foregoing purposes, and the acquisition of real estate therefor;
- h) The acquisition, construction, reconstruction, extension, improvement, and equipping of city utilities, city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes, including parking lot improvements at Westwood, Pirate Cove;
- i) The acquisition, construction, reconstruction, enlargement, improvement, and equipping of community center houses, recreation grounds, recreation buildings, juvenile playgrounds, swimming pools, recreation centers, parks, and golf courses, and the acquisition of real estate therefor, including parking lot improvements; and
- j) The acquisition, construction, reconstruction, enlargement, improvement, and equipping of community center houses, recreation grounds, recreation buildings, juvenile playgrounds, swimming pools, recreation centers, parks, and golf courses, and the acquisition of real estate therefor, including recreational grounds and trails, and the new Eastern Hills Neighborhood Park and Valley View dog park, in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2029, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

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

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

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

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

This Bond is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

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

Date of authentication: October 5, 2021

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

UMB BANK, N.A., Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF COUNCIL BLUFFS, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

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

Dated: _____

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

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

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

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

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

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

(End of form of Bond)

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

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

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

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

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

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

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

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

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

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 13th day of September, 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)

230

Council Communication

Department: Public Works Admin
Case/Project No.: PW22-23
Submitted by: Matthew Cox, Public Works
Director

Resolution 21-270
ITEM 7.F.

Council Action: 9/13/2021

Description

Resolution accepting the bid of Carley Construction, LLC for the 2100 Block of Avenue H Sanitary Sewer Rehabilitation. Project # PW22-23

Background/Discussion

On September 2, 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	\$196,394.00	\$263,427.00	\$41,345.70	\$185,636.40	\$94,212.25	\$781,015.35
Bluffs Paving and Utility Co. Inc. Crescent, IA	\$254,976.84	\$332,711.76	\$44,027.36	\$151,672.12	\$100,667.14	\$884,055.22
Engineer's Opinion (EGA)	\$123,375.00	\$294,654.00	\$39,558.00	\$182,486.00	\$85,670.00	\$725,743.00

The sanitary sewer in the 2100 Block of Avenue H and the sewer in N. 22nd Street from the alley to Avenue H is a reinforced concrete pipe constructed over 60 years ago.

During a recent lateral connection repair, it was discovered that the sanitary sewer main was in very poor condition. The reinforced concrete pipe has disintegrated to the extent that in some locations the pipe is non-existent. The sewer replacement will require the removal and replacement of the street pavement.

This project requires immediate attention and is being added to the FY22 CIP with costs to be paid with Sales Tax Funds. The Division V costs will be paid by Council Bluffs Water Works. The City's cost for construction is \$686,803.10.

The project schedule is as follows:

Award	September 13, 2021
Construction Start	September/October

Recommendation

Approval of this resolution. This project completes necessary sewer repairs along Avenue H and N. 22nd Street.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	9/3/2021
Resolution 21-270	Resolution	9/8/2021

PW 22-23
2100 BLOCK AVE. H
SANITARY SEWER REHAB.



Legend

 PW22-23

**RESOLUTION
NO 21-270**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
CARLEY CONSTRUCTION, LLC FOR THE
2100 BLOCK OF AVENUE H SANITARY SEWER REHABILITATION
PROJECT #PW22-23**

WHEREAS, the plans, specifications, and form of contract for the 2100 Block of Avenue H Sanitary Sewer Rehabilitation are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on August 9, 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 \$781,015.35 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 \$781,015.35 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 2100 Block of Avenue H Sanitary Sewer Rehabilitation; 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

September 13, 2021

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community

Development

Case/Project No.: CD21-03 and
CD22-01

Submitted by: Brandon Garrett

Resolution 21-271
ITEM 7.G.

Council Action: 9/13/2021

Description

Resolution authorizing the Mayor to execute an agreement for the River's Edge Water Main Extension Phase II with the Council Bluffs Water Works in conjunction with the River's Edge Subdivision project.

Background/Discussion

The water main extension is a part of the FIRST AVE project. The 1st Avenue trail will include plazas approximately every 3-4 blocks. These plazas include drinking fountains. Additionally, irrigation for landscaping is installed. Substantial attention to detail was made in the selection of plant species that would be both attractive and require less water and maintenance once established. Expenditures of this nature were anticipated in the design and the allocation for funding in the CIP (CD21-03 and CD22-01).

Recommendation

Approval.

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Resolution	9/3/2021
Opinion of Probable Cost	Resolution	9/3/2021
Resolution 21-271	Resolution	9/8/2021



Council Bluffs Water Works

COUNCIL BLUFFS, IOWA — 51501

Office

2000 NORTH 25TH STREET

Mailing Address

P.O. BOX No. 309 — 51502

Board of Trustees:

CAITLIN A. BERESFORD, *Chairperson*

MARTIN L. BROOKS

MAUREEN R. KRUSE

MICHAEL J. WALLNER

KEITH R. JONES

CEO & General Manager & Secretary of Board

DOUGLAS P. DRUMMEY

August 24, 2021

Brandon Garrett
Director of Community Development
Community Development
209 Pearl Street
Council Bluffs, IA 51503

Re: South 35th Street Main Extension Agreement

Dear Mr. Garrett:

Enclosed are two Main Extension Agreements for the water main to serve the above referenced property. Please have the Main Extension Agreement signed in the space provided on page 7 and notarized on page 8. **THE DATE OF THE MAIN EXTENSION AGREEMENT SHOWN ON PAGE 1 OF THE AGREEMENT SHOULD BE LEFT BLANK.** Please let your notary know of this requirement. The date of the Agreement will be filled in when the Board representatives sign the document. Please return all copies back to me. A fully executed copy of the document will be sent to you for your files.

This Agreement allows you to negotiate the contract amount and employ a contractor acceptable to the Board and complete the work according to contract documents developed by the Board. You are responsible for the "Cost of the Work" as defined in paragraph 1e. Paragraph 3a calls for an "Administrative Fee" of \$8,500.00 to accompany the return of the signed Agreement.

As soon as we receive the signed documents and administrative fee, we will start the project design. Please have your project engineer give us the anticipated project construction schedule so we may try to accommodate the schedule.

If you have any questions, please call me at 712 328-1006, Ext. 1039.

Very truly yours,

Brian T. Cady, PE
Director of Operations

BTC/cp

Enclosures: (2) Main Extension Agreements

COUNCIL BLUFFS CITY WATER WORKS
COUNCIL BLUFFS, IOWA
MAIN EXTENSION AGREEMENT

This AGREEMENT made and entered into this ____ day of _____, 2021, by and between the Board of Water Works Trustees of the City of Council Bluffs, Iowa, 2000 North 25th Street, Council Bluffs, Iowa ("Board") and the City of Council Bluffs, Iowa, 209 Pearl Street, Council Bluffs, Iowa 51503 ("Applicant" or "City").

RECITALS

This Agreement is made with reference to the following facts and circumstances.

- A. Applicant is developing property within Pottawattamie County, Iowa, known as 35th Street and 1st Ave. (the "Project").
- B. The City of Council Bluffs, Iowa, ("City") before granting building permits for construction of improvements in the Project requires a water main be located so as to provide domestic service and fire protection.
- C. The parties are in agreement that in order to install the required water main it will be necessary to install approximately 210 linear feet of 6-inch ductile iron pipe together with all necessary fire hydrants and necessary appurtenances (said fire hydrants and appurtenances being collectively the "Appurtenances") within the public rights-of-way in the proposed streets in the Project, said streets being currently identified as 35th Street, and/or the portions of the Project constituting easements to be granted to the City for construction, operation, maintenance or removal of water mains and appurtenances to be constructed prior to the final platting of the Project (the "Easements"). The new main will extend from the Board's existing 6-inch water main located 35th Street. All of said installations shall be in compliance with City requirements and Board approved engineering design and locations required to enable Applicant, its grantees or assigns to provide potable water to its subdivision and to obtain necessary building permits from the City.

AGREEMENT

In consideration of the foregoing recitals which are incorporated into and are made a part of

this Agreement, and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree, subject to the terms and conditions hereinafter set forth, as follows:

1. The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):
 - a. "OPC" shall mean the Board's opinion of the probable Cost of The Work.
 - b. "Administrative Fee" shall mean that amount, computed under the Board's current Administrative Fee Schedule, required to reimburse the Board for its costs for development of the water main extension(s) contemplated in this Agreement, including, without limitation, distribution system modeling in order to determine appropriate water main size and routing, preliminary opinion of probable cost, field surveys, final plans, specifications, IDNR construction permit, final opinion of probable cost, construction staking, geotechnical services, construction observation services, lab tests, legal fees and contract administration.
 - c. "Initial Administrative Fee" shall mean the Administrative Fee based upon the OPC.
 - d. "Final Administrative Fee" shall mean the Administrative Fee based upon the actual Cost of The Work; provided, however, that the Final Administrative Fee shall not be less than 90% of the Initial Administrative Fee.
 - e. "Cost of The Work" shall mean all expenses required to be paid in order to complete The Work including, but not limited to, all costs and expenses for labor, materials, machines and equipment and contractors' charges. Notwithstanding the foregoing, the Cost of The Work shall not include any expenses paid by Applicant through the Administrative Fee.
 - f. "The Work" shall mean the construction, for turn-key operation, of a 6-inch ductile iron pipe water main with all Appurtenances constructed within the public rights-of-way of the Project and/or the Easements in order to provide domestic water service and fire protection in and to the Project.
2. To enable Applicant to develop the proposed Project, the Board, in consideration of the

agreement of Applicant to the terms and conditions hereinafter provided, agrees that at such time as Applicant completes the grading and paving of the proposed public rights-of-way located in the Project and/or the grading of the Easements, free of all encumbrances of any kind or nature, and so notifies the Secretary of the Board, in writing, the Board shall authorize Applicant, in writing, to employ contractors acceptable to the Board and Applicant, under duly executed and acknowledged Contracts, Performance, Payment and Maintenance Bonds and Certificates of Insurance naming the Board as an additional insured on all coverages, all in forms prepared by or for the Board, to construct The Work in compliance with City requirements and Board approved engineering design, plans and specifications prepared by or for the Board at locations approved by the Board in City authorized public streets and/or the Easements, so as to provide domestic water service and fire protection in the Project. The Work shall be completed during the 2021 construction season commensurate with existing weather conditions and prudent construction practices.

3. Applicant agrees:

- a. To pay to the Board, concurrent with the execution of this Agreement, the Initial Administrative Fee in the amount of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00).
- b. To pay to the Board the difference between the Initial Administrative Fee and the Final Administrative Fee in the event the Final Administrative Fee exceeds the Initial Administrative Fee before the Board will furnish any water service to any water customers located in the Project.
- c. To pay to the Board any Duplicative Costs (defined in §4.c below).
- d. To deliver to the Board duly executed copies of all Contracts, Bonds and Certificates of Insurance for The Work before commencement of The Work.
- e. To complete the final platting of the Project as an addition to the City of Council Bluffs, Iowa, for recording in the Offices of the County Recorder and County Auditor, Pottawattamie County, Iowa, all in accordance with the laws of the State of Iowa and the ordinances of the City.

- f. To pay all of the Cost of The Work and obtain lien waivers for all contractors, subcontractors and materialmen employed on the Project.
- g. After completion and acceptance of The Work by the Board, and before any water service connections may be made by any person or entity to The Work, to execute and deliver to the Board (i) an Easement Agreement in form attached hereto as Exhibit 1 in the event Easements are required, (ii) a Bill of Sale for The Work in form attached hereto as Exhibit 2, free and clear of all encumbrances, and (iii) proof of payment of all sales and income taxes due and owing by Contractor in connection with performance of The Work.

4. IT IS MUTUALLY AGREED THAT:

- a. If the Initial Administrative Fee is greater than the Final Administrative Fee, the difference shall be paid or credited to Applicant by the Board.
- b. No extra work shall be added to or deleted from The Work after the letting of the contract without the Board's prior written consent, which consent shall not be unreasonably withheld. In the process of so modifying The Work, the parties hereto shall recalculate and agree upon their respective percentages of the Cost of The Work.
- c. The Board is using surveys, plans, drawings and other design documents furnished to the Board by Applicant for the routing, location and design of the water main extension. The Board is wholly reliant upon the Applicant as to the accuracy and completeness of the information provided by Applicant and its engineer and surveyor and assumes no liability, stated or implied, for any errors or omissions resulting from the use of the documents provided. While reasonable care and diligence will be exercised in determining the location of buried utilities, soil conditions and depth of water table prior to letting of construction contracts, unforeseen conditions may arise that require a contract change order for extra work and a cost increase. Notwithstanding any provision in this Agreement to the contrary, it is agreed that the Applicant's engineer shall be responsible for the construction staking required for the Project in accordance with the plans and specifications.

In the event any of the information so provided by the Applicant proves to be incorrect and results in the Board duplicating any of its responsibilities under this Agreement, the cost of said duplication (the "Duplicative Cost") shall be paid by Applicant to the Board before the Board will furnish any water service to any water customers located in the Project.

- d. The Work and all additions thereto and replacements thereof, as and when installed, shall be and shall remain the property of and under the exclusive control and jurisdiction of the Board and its assigns and the Board shall have the right to extend said main beyond or laterally without further consent of Applicant and without becoming liable to Applicant for any refunds.
 - e. Applicant, as well as any others desiring water service to be furnished by the Board from and through The Work, shall make application to the Board for the necessary tap permit and shall pay the then existing tap fee and other charges assessed by the Board for providing such water service, none of which shall be refundable to Applicant. Thereafter, the Board agrees to furnish water service to such customers so long as they timely pay for such service at the rates and charges applicable thereto and are in full compliance with all other rules and regulations of the Board pertaining to the providing of water service to its customers.
- 5. Applicant, its successors in interest and assigns shall be jointly and severally liable for all payments required to be paid to the Board and performance of all obligations of Applicant under the terms and conditions of this Agreement.
 - 6. This Agreement shall not be sold, transferred or assigned by Applicant without written consent of the Board, which consent shall not be unreasonably withheld. Except as above provided, this Agreement shall be binding on and inure to the benefit of the parties, their successors in interest and assigns, the same as if they were original parties signing this Agreement.
 - 7. This Agreement shall become effective only when duly signed and acknowledged by all parties of this Agreement.

8. All exhibits referred to in this Agreement are attached hereto and are incorporated herein by reference as if fully set forth herein.
9. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Iowa applicable to contracts made and performed in Iowa.
10. Words and phrases herein, including acknowledgements endorsed hereon shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
11. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.
12. This Agreement and any amendments, waivers, consents, supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telecopy or similar electronic medium shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telecopy or similar electronic medium shall also deliver a manually executed counterpart of this Agreement; provided that the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have signed this Agreement and affixed any seals required by their respective entities on the dates set opposite their respective signatures.

Board Of Water Works Trustees Of The City Of
Council Bluffs, Iowa

Date Signed: _____

By: _____
Caitlin A. Beresford, Chairman

Date Signed: _____

By: _____
Douglas P. Drummey, Secretary

City of Council Bluffs, Iowa

Date Signed: _____

By: _____
Matthew J. Walsh, Mayor

Date Signed: _____

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POTTAWATTAMIE)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Caitlin A. Beresford and Douglas P. Drummey to me personally known, and who, being by me duly sworn, did say that they are the Chairman and Secretary respectively, of the Board of Water Works Trustees of the City of Council Bluffs, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed and sealed on behalf of the Board of Water Works Trustees of the City of Council Bluffs, Iowa, by authority of said Board, as contained in Resolution Number 07-17-21 adopted and passed by said Board on the 20th day of July, 2021, and that Caitlin A. Beresford and Douglas P. Drummey acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of said Board, by it voluntarily executed.

Notary Public in and for said State

STATE OF IOWA)
) ss
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2021, before me, a Notary Public in and for said county, 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 City of Council Bluffs, Iowa; that the instrument was signed and sealed on behalf of the City of Council Bluffs by authority of the City Council of the City of Council Bluffs, as contained in Resolution Number _____ adopted and passed by the City Council on the _____ day of _____, 2021, and that Matthew J. Walsh and Jodi Quakenbush acknowledged the execution of said instrument to be the voluntary act and deed of said City Council, by it voluntarily executed.

Notary Public in and for said State

(Seal)

Exhibit 1

EASEMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager. Reviewed and approved by legal counsel for the Board of Water Works Trustees of the City of Council Bluffs, Iowa.

Taxpayer Information: (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager.

Return Document To: (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager.

Grantors:

Grantees:

City of Council Bluffs, Iowa, for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa

Legal Description: See next page.

Document or instrument number of previously recorded documents if applicable:

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, a(n) _____(State) _____(corporation/limited liability company), for good and sufficient valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the City Of Council Bluffs, Iowa, for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa, (the "City Water Works") a permanent non-exclusive easement at least fifty (50) feet in width, over, across and through the following described real estate situated in the City of Council Bluffs, Pottawattamie County, Iowa, to-wit:

See Exhibit "A"

including the perpetual right to enter upon said real estate, at any time that it may see fit, and construct, inspect, maintain, repair, replace and operate or remove underground pipe lines and/or mains for the purpose of conveying water over, across, through and under said real estate, together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines and/or mains, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said pipe lines and/or mains.

The Easement herein granted shall be a servient estate which shall run with the land and be binding on the successors-in-interest to said tracts of land.

The said City Water Works shall properly and promptly refill any excavations made on said premises after the purpose of said excavation has been fulfilled and shall leave the premises in the same general condition as it was in before the said City Water Works went upon the same; further, that if any fences or existing structures are moved for the purpose of laying, maintaining, operating or replacing said main, such fences and structures shall be promptly replaced by said City Water Works upon completion of the work requiring such removal.

In further consideration for the good and sufficient valuable consideration received by the undersigned, the undersigned agrees that it will not place any permanent structures upon or over said easement without first obtaining the written consent of said City Water Works; further, the

undersigned covenants with Grantee that it is lawfully seized and possessed of the real estate above described; that it has good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

As a part of the consideration of this grant, the undersigned does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

Words and phrases herein, including the acknowledgement, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

All provisions of this Agreement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs, and assigns of the parties hereto the same as if they were in all instances named herein.

	_____ (name)
Dated: _____	By: _____
	_____ (name and title)
	_____ (address)
	_____ (city, state and ZIP)
	_____ (telephone)

Individual

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____ (date) by
_____. (name)

(Seal)

Notary Public in and for said State

All Other Entities

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____ (date) by _____ (name) as
_____. (type of authority, e.g. officer, manager, member) of _____ (name of party on
behalf of whom instrument was executed, e.g. name of corporation or limited liability company).

(Seal)

Notary Public in and for said State

Exhibit 2

BILL OF SALE

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager. Reviewed and approved by legal counsel for the Board of Water Works Trustees of the City of Council Bluffs, Iowa.

Taxpayer Information: (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager.

Return Document To: (Name and complete address)

Council Bluffs Water Works, P. O. Box 309, Council Bluffs, IA 51502, Phone 712.328.1006
Douglas P. Drummey, General Manager.

Grantors:

City of Council Bluffs

Grantees:

City of Council Bluffs, Iowa, for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa

Legal Description: See next page.

Document or instrument number of previously recorded documents if applicable:

BILL OF SALE

For the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, City of Council Bluffs, Iowa, 209 Pearl Street, Council Bluffs, Iowa 51503 (municipality) (the "Seller"), does hereby sell, assign, transfer and set over unto the City of Council Bluffs, Iowa, for the use and benefit of The Board of Water Works Trustees of the City of Council Bluffs, Iowa (the "Buyer"), the following described personal property, to-wit:

all water lines and appurtenances thereto lying either within a certain easement granted to the Buyer by the Seller, which easement is over, across and through the real estate situated in Pottawattamie County, Iowa, as described in the plat attached hereto as Exhibit 1 or the public rights-of-way identified in said plat

which personal property is currently in the possession of Seller.

The above named Buyer does hereby assent to becoming the owner of the above described property.

Seller hereby covenants with Buyer that Seller is the owner of said personal property, that Seller has good and lawful authority to sell, transfer, and assign the same and that the same is free and clear of all liens, security interests and encumbrances except as may be above stated; and Seller covenants to warrant and defend said personal property against the lawful claims of all persons except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

[signature page follows]

Signed the month, day and year appearing opposite the signature block.

City of Council Bluffs, Iowa

Date _____
Signed: _____

By: Matthew J. Walsh, Mayor

Date _____
Signed: _____

By: Jodi Quakenbush, City Clerk

STATE OF IOWA)
) ss
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2021, before me, a Notary Public in and for said county, 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 City of Council Bluffs, Iowa; that the instrument was signed and sealed on behalf of the City of Council Bluffs by authority of the City Council of the City of Council Bluffs, as contained in Resolution Number _____ adopted and passed by the City Council on the _____ day of _____, 2021, and that Matthew J. Walsh and Jodi Quakenbush acknowledged the execution of said instrument to be the voluntary act and deed of said City Council, by it voluntarily executed.

(Seal)

Notary Public in and for said State

Engineers Opinion of Probable Construction Cost
for the
35th Street and 1st Avenue Trail - Water Main Extension
City of Council Bluffs, Iowa
2-Aug-21

Item #	Code	Description	Estimated Quantity		Unit Price	Total Price
Division V : Water Main Improvements						
5-1.		6" DI Water Main with Nitrile Gasket and Polyethylene Encasement	210	LF	\$75.00	\$15,750.00
5-2.		3" DI Water Main with Nitrile Gasket and Polyethylene Encasement	10	LF	\$45.00	\$450.00
5-3.		Cut and Connect to Existing 6" Water Main	2	EA	\$1,400.00	\$2,800.00
5-4.		6" x 6" x 6" Mechanical Joint Tee	2	EA	\$700.00	\$1,400.00
5-5.		6" x 6" x 3" Mechanical Joint Tee	1	EA	\$550.00	\$550.00
5-6.		6" Over-sized Sleeve	4	EA	\$500.00	\$2,000.00
5-7.		6" Plug	1	EA	\$300.00	\$300.00
5-8.		3" Plug	1	EA	\$200.00	\$200.00
5-9.		45 Degree Mechanical Joint Bends	4	EA	\$500.00	\$2,000.00
5-10.		6" Mechanical Joint Gate Valve with Box	2	EA	\$1,600.00	\$3,200.00
5-11.		1" Copper Service to Water Station	1	LS	\$3,000.00	\$3,000.00
5-12.		2" PVC from Meter to Irrigation Control Box	1	LS	\$500.00	\$500.00
5-13.		Remove and Salvage Fire Hydrant	1	EA	\$425.00	\$425.00
5-14.		Fire Hydrant Assembly	1	EA	\$6,000.00	\$6,000.00
5-15.		Granular Bedding for Water Main, 1-1/2" Clean	1	TN	\$37.00	\$37.00
5-16.		Select Backfill for Water Main	15	CY	\$12.00	\$180.00
Conceptual Estimated Construction Cost Division V Total:						\$38,792.00

RESOLUTION NO. 21-271

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE RIVER'S EDGE WATER MAIN EXTENSION PHASE II WITH THE COUNCIL BLUFFS WATER WORKS IN CONJUNCTION WITH THE RIVER'S EDGE SUBDIVISION PROJECT.

WHEREAS, the City has been working on developing the River's Edge Subdivision for many years; and

WHEREAS, the installation of infrastructure improvements has been implemented in phases; and

WHEREAS, the Council Bluffs Water Works submitted a proposal to install a second water main to accommodate the development of the area; and

WHEREAS, the estimated administrative fee is \$144,267.38.00 and the opinion of probable cost is \$2,095,347.50; 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 to execute and agreement for the River's Edge Water Main Extension Phase II with the Council Bluffs Water Works in conjunction with the River's Edge Subdivision Project.

ADOPTED
AND
APPROVED

September 13, 2021

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

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

Resolution 21-272
ITEM 7.H.

Council Action: 9/13/2021

Description

Resolution to re-establish the position of Deputy City Clerk and abolish the position of Administrative Secretary within the City Clerk's Office effective July 1, 2022.

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Job Description	Job Description	9/7/2021
Resolution 21-272	Resolution	9/8/2021



City of Council Bluffs

Job Description

Deputy City Clerk

Department: Clerk's Office

Supervisor: City Clerk

Location: City Hall

FLSA Status: Non-Exempt

Prepared By:

Prepared Date:

Union: Non-Union

Pay Grade:

Summary: This position involves highly responsible clerical work requiring accuracy and attention to detail. Incumbent to use good judgment in applying City ordinances, City policies, and State law to office procedures for processing various licenses and permits. The Deputy City Clerk provides secretarial support to the City Clerk and acts in the place of the Clerk in his/her absence.

Essential Duties and Responsibilities:

- Processes and issues a variety of permits and licenses:
 - Provides required forms and instructions for obtaining City permits and licenses to businesses and the general public
 - Reviews applications for completeness and compliance with applicable ordinances before issuing permit or license
 - Prepares and submits licenses and permits and uploads them to the Council packet software when Council action is required
 - Notifies businesses and the general public of the need to renew licenses which will soon expire or are already delinquent
 - Utilizes computerized data base on personal computer for issuing and updating licenses
- Maintains official records of City documents and proceedings:
 - Indexes and keeps files for official City records
 - Updates and maintains code software, ensuring municipal code is up to date
 - Maintains database and files for all City contract/agreements
 - Receives and files petitions, claims, and lawsuits
 - Scans and maintains records of all proceedings, ordinances, and resolutions passed by City Council
 - Files records of plans, specifications, and contracts for construction projects
 - Post agendas for City Council, Civil Service and other postings as required
 - Grades Civil Service exams
 - Maintains the Fairview Cemetery Records and updates database when needed.

- Performs various office functions as necessary:
 - Notarizes documents when required
 - Provides information to general public on phone and in person
 - Researches and retrieves data for City staff and general public
 - Processes account payable invoices
 - Reviews mail and handles routine office correspondence
 - Answers phone and acts as receptionist
- Tasks performed in the City Clerk's absence:
 - Serves as City Clerk at City Council meetings
 - Prepares agenda and arranges material for Council meetings
 - Coordinates and attends Civil Service meetings and appeal hearings
 - Takes and transcribes complete and accurate minutes of meetings for City Council and Civil Service Commission
 - Administers Civil Service exams
 - Processes and files paperwork related to regular elections and special elections
 - Publishes public hearing notices and other publications as required by law
 - Prepares all City Council documents for signature by Mayor and Clerk
 - Signs any City document requiring Clerk's signature
- Regular and predictable attendance is required
- Other duties as assigned

Supervisory Responsibilities:

May supervise temporary employees in the City Clerk's absence.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

- High School Diploma or General Education Degree (GED)
- Associate's Degree in a related field, preferred
- A minimum of five (5) years of experience in secretarial work
- A minimum of five (5) years of experience working in a municipality
- Any equivalent combination of education and experience which provides the required knowledge, skills, and abilities necessary to perform the work.

Certificates, Licenses, Registrations:

- Must become an Iowa Notary within 90 days of employment

Physical Demands:

- While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and see, talk, and hear.
- The work environment is an office setting that is normally quiet.

Other Skills and Abilities:

- Thorough knowledge of modern office practices and procedures as they apply to the preparation and care of complex and voluminous files and records
- Considerable knowledge of office terminology, procedures, equipment, and of business arithmetic and English
- Ability to read and explain City and State ordinances and policies
- Ability to make work decisions in accordance with laws, ordinances, and established procedures
- Ability to operate personal computer
- Skill in data entry tasks
- Ability to form effective working relationships with City officials, employees, and the general public
- Ability to take and transcribe complete and accurate minutes of meetings
- Ability to communicate effectively both orally and in writing
- Ability to organize and maintain a complex record keeping system
- Skill and accuracy in typing, proofreading, and related clerical skills

RESOLUTION 21-272

**A RESOLUTION TO RE-ESTABLISH THE POSITION OF DEPUTY CITY CLERK AND
ABOLISH THE POSITION OF ADMINISTRATIVE SECRETARY WITHIN THE CITY
CLERK'S OFFICE EFFECTIVE JULY 1, 2022**

WHEREAS, this resolution shall re-establish the position of Deputy City Clerk effective July 1, 2022;
and

WHEREAS, appoint Allison Head to the position of Deputy City Clerk effective July 1, 2022, with
compensation established at a Non-Union Grade ____ Step ____; and .

WHEREAS, the Administrative Secretary position within the Clerk's Office shall be abolished
effective July 1, 2022

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

That effective July 1, 2022 Allison Head is hereby appointed to the position of Deputy City Clerk at
Non-Union pay grade ____step ____;

BE IT FURTHER RESOLVED

That effective July 1, 2022 the Administrative Secretary position within the Clerk's office shall be
abolished.

ADOPTED AND APPROVED

September 13, 2021

Matthew J. Walsh, Mayor

Jodi Quakenbush, City Clerk

Council Communication

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

Liquor Licenses
ITEM 8.A.

Council Action: 9/13/2021

Description

1. Avenue G Store, 1602 Avenue G
2. Brewski's Beverage, 726 Creek Top
3. Bucksnot Grill and Sports Bar, 25 Scott Street
4. Cellar 19 Wine & Deli, 928 Valley View Village
5. Golden Q Billiards and Sports Lounge, 807 S 21st Street
6. Mega Saver, 3540 W Broadway
7. Quaker Steak and Lube, 3320 Mid America Drive
8. Super Quik Stop, 2800 Twin City Drive, Ste 10
9. Tobacco Hut & Liquor, 3134 Manawa Centre Drive, #9

Background/Discussion

There were no alcohol related incidents or arrests at any of the listed locations this licensing period.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Liquor Licenses, 09.13.21	Other	9/8/2021

Avenue G Store- LE00031119
Premise Street: 1602 Avenue G

Class E Liquor License

Application Number - App: 146763

Continue

Application Type
Renewal

Tentative Effective Date
2021-08-31

Tentative Expiration Date
2022-08-30

Application Status
Submitted to Local Authority

License Length
12 Month

Local Authority
City of Council Bluffs

Dramshop

Corporation Name
ZEEW LLC

Privileges and Sub Permits
Sunday Service

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>am</u>	Local Amt	
FIRE <u>AF</u>	Endorsed	
BUILDING <u>CS</u>	Issued	
ZONING <u>CS</u>	Expires	
	Council	<u>9.13.21</u>

Brewski's Beverage LE0001109

Premise Street 720 Creek Top

Class E Liquor License

Application Number : App-146716

Continue

Application Type
Renewal

Tentative Effective Date
2021-10-01

Tentative Expiration Date
2022-09-30

Application Status
Submitted to Local Authority

License Length
12 Month

Local Authority
City of Council Bluffs

Dramshop

Corporation Name
Brewski Enterprises, Inc.

Privileges and Sub Permits
Sunday Service

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>CR</u>	Local Amt	
FIRE <u>AF</u>	Endorsed	
BUILDING <u>SR</u>	Issued	
ZONING <u>CD</u>	Expires	
	Council	<u>9-13-21</u>

bucksnort grill and sports bar- LC0042841

Premise Street 25 scott st

Class C Liquor License

Application Number: App-146623

Continue

Application Type
Renewal

Tentative Effective Date
2021-09-01

Tentative Expiration Date
2022-08-31

Application Status
Submitted to Local Authority

License Length
12 Month

Local Authority
City of Council Bluffs

Dramshop

Corporation Name
DNJP0426 LLC

Privileges and Sub Permits

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>cu</u>	Local Amt	
FIRE <u>AF</u>	Endorsed	
BUILDING <u>[Signature]</u>	Issued	
ZONING <u>[Signature]</u>	Expires	
	Council	<u>9.13.21</u>

Cellar 19 Wine & Deli- LC0034401

Premise Street : 928 Valley View Village

Application Number : App-018074

Continue

Class C Liquor License

✓ Application Type Renewal	Tentative Effective Date 2021-02-10	Tentative Expiration Date 2022-02-09	Application Status Submitted to Local Authority	⋮
License Length 12 Month	Local Authority City of Council Bluffs	Dramshop	Corporation Name Blue River Management, Inc.	

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u> </u>	Local Amt <u> </u>	
FIRE <u>AF</u>	Endorsed <u> </u>	
BUILDING <u> </u>	Issued <u> </u>	
ZONING <u> </u>	Expires <u> </u>	
	Council <u>9.13.21</u>	

Golden Q Billiards and Sports Lounge- LC0042824

Premise Street - 807 south 21st street

Class C Liquor License

Application Number: App 147282

Continue

Application Type
Renewal

Tentative Effective Date
2021-09-01

Tentative Expiration Date
2022-08-31

Application Status
Submitted to Local Authority

License Length
12 Month

Local Authority
City of Council Bluffs

Dramshop

Corporation Name
GOLDEN Q BILLIARDS AND SPORTS LOUNGE
LLC

Privileges and Sub Permits

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>CS</u>	Local Amt	
FIRE <u>AF</u>	Endorsed	
BUILDING <u>CS</u>	Issued	
ZONING <u>CS</u>	Expires	
	Council	<u>9.13.21</u>

Mega Saver- LE0002792
Premise Street: 3540 W Broadway

Class E Liquor License

Application Number: App-147453

Continue

Application Type
Renewal

Tentative Effective Date
2021-10-01

Tentative Expiration Date
2022-09-30

Application Status
Submitted to Local Authority

License Length
12 Month

Local Authority
City of Council Bluffs

Dramshop

Corporation Name
TFL Inc

Privileges and Sub Permits
Sunday Service

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>cu</u>	Local Amt _____	
FIRE <u>AP</u>	Endorsed _____	
BUILDING <u>SR</u>	Issued _____	
ZONING <u>CS</u>	Expires _____	
	Council <u>9.13.21</u>	

Quaker Steak and Lube- LC0035587

Premise Street : 3320 Mid America Dr

Application Number : App-141006

Continue

Class C Liquor License

Application Type Renewal	Tentative Effective Date 2021-08-15	Tentative Expiration Date 2022-08-14	Application Status Submitted to Local Authority	:
License Length 12 Month	Local Authority City of Council Bluffs	Dramshop	Corporation Name QSL, LLC	

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>on</u>	Local Amt	
FIRE <u>AF</u>	Endorsed	
BUILDING <u>SL</u>	Issued	
ZONING <u>QSL</u>	Expires	
	Council	<u>9.13.21</u>

Super Quik Stop - LE0003338
Premise Street : 2800 Twin City Dr. Suite 10
Class C Liquor License

Application Number : App-145266

Continue

Application Type
Renewal

Tentative Effective Date
2021-09-10

Tentative Expiration Date
2022-09-09

Application Status
Submitted to Local Authority

License Length
12 Month

Local Authority
City of Council Bluffs

Dramshop

Corporation Name
Blue Nile, LLC

Privileges and Sub Permits

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>an</u>	Local Amt	
FIRE <u>AP</u>	Endorsed	
BUILDING <u>SL</u>	Issued	
ZONING <u>CS</u>	Expires	
	Council	<u>9-13-21</u>

Tobacco, Hot & Liquor - LE0002779
Premise Street: 3134 Munawwa Center Dr #3

Class C Liquor License

Application Number: App. 146977

Continue

Application Type

Renewal

Tentative Effective Date

2021-09-01

Tentative Expiration Date

2022-08-31

Application Status

Submitted to Local Authority

License Length

12 Month

Local Authority

City of Council Bluffs

Dramshop

Corporation Name

Albro Holdings LLC

Privileges and Sub Permits

Sunday Service

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>am</u>	Local Amt	
FIRE <u>AP</u>	Endorsed	
BUILDING <u>SP</u>	Issued	
ZONING <u>SP</u>	Expires	
	Council	<u>9.13.21</u>