

Study Session Agenda City of Council Bluffs, Iowa August 23, 2021, 3:45 PM Council Chambers, 2nd Floor, City Hall 209 Pearl Street

STUDY SESSION AGENDA

- A. Bond Sale update Jon Burmeister, PFM
- B. CVB Annual Report Mark Eckman
- C. Review Agenda



Council Agenda, City of Council Bluffs, Iowa Regular Meeting August 23, 2021, 7:00 PM Council Chambers, 2nd Floor, City Hall 209 Pearl Street

AGENDA

REVISED: 08/19/2021 at 9:00 am to add Fireworks Permit

- 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 9, 2021 City Council Meeting Minutes.
 - C. Resolution 21-244

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

D. 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.

- E. Claims
- F. Notice of Right of Redemption
- G. Lawsuits (R&F)

4. PUBLIC HEARINGS

A. 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.

B. 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.

C. Resolution 21-248

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

D. Resolution 21-249

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

E. 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.

F. 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

5. ORDINANCES ON 1ST 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".

6. RESOLUTIONS

A. Resolution 21-252

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

B. 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

C. 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.

D. 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.

E. 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

F. Resolution 21-257

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

7. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. 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
- B. Creekside Church/J& M Displays Fireworks

8. CITIZENS REQUEST TO BE HEARD

9. OTHER BUSINESS

10. ADJOURNMENT

DISCLAIMER:

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



City Council Meeting Minutes August 9, 2021

CALL TO ORDER

Mayor Walsh called the meeting to order at 7:00 p.m. on Monday August 9, 2021.

Commissioners present: Joe Disalvo, Chad Hannan, Melissa Head and Roger Sandau.

Commissioners absent: Mike Wolf.

Staff present: Richard Wade and Jodi Quakenbush.

CONSENT AGENDA

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

Reading, correction and approval of the July 26, 2021 City Council Meeting Minutes.

Resolution 21-229

Resolution setting a public hearing for 7:00 p.m. on August 23, 2021, for the Mid-America Center Roof Replacement Project, Phase 2. Project # BM-22-02

Resolution 21-230

Resolution setting a public hearing for 7:00 p.m. on August 23, 2021, on the plans, specifications, form of contract, and cost estimate for Fire Station #2 Window Replacement. #BM-22-04

Resolution 21-231

Resolution setting a public hearing for 7:00 p.m. on August 23, 2021, for the intent to dispose of a property right by entering into a five year leasehold agreement for outdoor dining with C'Mon Inn.

Resolution 21-232

Resolution of intent to dispose of and setting a Public Hearing for August 23, 2021 at 7:00 p.m. for City property described as Lots 11 & 12, Block 11, Burns Addition. Location: property formerly known as 1218 22nd Avenue. OTB-21-008

Resolution 21-233

Resolution of necessity and intent, setting a Public Hearing for September 13, 2021 at 7:00 p.m. to establish the Mid-America Urban Revitalization Area generally located on 285 acres of land located between S 35th Street and 23rd Avenue to the north and Mid-America Drive to the south, more specifically described in the Council packet. URV-21-010

Resolution 21-234

Resolution directing the City Clerk to publish notice and setting a Public Hearing for August 23, 2021 at 7:00 p.m. on the plans, specifications and form of contract for the former Reliance Battery Factory demolition and restoration project located at 813 22nd Avenue.

Mayor's Appointment, Claims, Notice of Right of Redemption, Notice to Taxing Districts (R&F) and Water Works Annual Report (R&F)

Chad Hannan and Joe Disalvo moved and seconded approval of Consent Agenda, as amended to add the following to Resolution 21-231, That this City Council hereby declares its intent to dispose of a property right by entering into a five-year leasehold agreement with C'Mon Inn and as further consideration for the granting of this lease, the applicant as an individual shall execute a forgivable promissory note in an amount equal to the cost of the railing, approximately \$2,300.00. As rents are paid the amount of the promissory note shall be reduced in a like amount. Once the amount of rent paid equals the cost of the railing the promissory note shall be deemed forgiven. If rents are not paid in a timely fashion the entire balance of the promissory note not yet forgiven shall become due and the individual who signed the promissory note shall be obligated to pay said amount to the City immediately. Unanimous, 4-0 vote. (Absent: Wolf)

PUBLIC HEARINGS

Resolution 21-235

Resolution approving the plans and specifications for the 2100 Block of Avenue H Sanitary Sewer Rehabilitation. Project #PW22-23

Roger Sandau and Melissa Head moved and seconded approval of Resolution 21-235. Unanimous, 4-0 vote. (Absent: Wolf)

Resolution 21-236

Resolution to vacate and dispose of the Westerly 85 feet of Jordan Street right-of-way lying west of Harrison Street and between Blocks 13 and 18, Galesburg Addition. Location: Unimproved right-of-way lying south/southwest of 118 Jordan Street. SAV-21-002

Kam Peterson, 118 Jordan Street

Roger Sandau and Melissa Head moved and seconded approval of Resolution 21-236. Unanimous, 4-0 vote. (Absent: Wolf)

ORDINANCES ON 2ND READING

Ordinance 6466

Ordinance amending Ordinance No. 5912 and providing that general property taxes shall no longer be divided on certain property located within the Old Airport Road Urban Renewal Project Area (removing "2021 Removal Parcels" from division of taxes only.)

Chad Hannan and Joe Disalvo moved and seconded approval of Second consideration of Ordinance 6466. Unanimous, 4-0 vote. (Absent: Wolf) Roger Sandau and Melissa Head moved and seconded approval of Motion to waive third consideration. Ordinance passes to law.. Unanimous, 4-0 vote. (Absent: Wolf)

Ordinance 6467

Ordinance providing that general property taxes levied and collected each year on all property located within the Arbor Creek Urban Renewal Area, for the benefit of taxing districts, be paid to a special fund for payment of principal and interest, incurred by the City in connection with the Arbor Creek Urban Renewal Area.

Joe Disalvo and Chad Hannan moved and seconded approval of Second consideration of Ordinance 6467. Unanimous, 4-0 vote. (Absent: Wolf) Chad Hannan and Joe Disalvo moved and seconded approval of Motion to waive third consideration. Ordinance passes to law.. Unanimous, 4-0 vote. (Absent: Wolf)

RESOLUTIONS

Resolution 21-237

Resolution authorizing the Mayor to execute the Order accepting the Acknowledgment/Settlement Agreement from Tobacco Hut 2 for violation of Iowa Code Section 453A.2(1).

Roger Sandau and Melissa Head moved and seconded approval of Resolution 21-237. Unanimous, 4-0 vote. (Absent: Wolf)

Resolution 21-238

Resolution to reclassify the position of Master Police Officer to Police Officer.

Chad Hannan and Joe Disalvo moved and seconded approval of Resolution 21-238. Unanimous, 4-0 vote. (Absent: Wolf)

Resolution 21-239

Resolution accepting the bid of Visu Sewer Inc. in the amount of \$686,946 for the Mosquito Creek Sanitary Sewer Rehab. Project # PW21-15

Melissa Head and Joe Disalvo moved and seconded approval of Resolution 21-239. Unanimous, 4-0 vote. (Absent: Wolf)

Resolution 21-240

Resolution authorizing the Mayor and City Clerk to execute Iowa Department of Transportation Federal Aid Agreement No. 4-21-HDP-10 in connection with Steven Road West, Norwood Drive to State Orchard Road. Project #PW22-16

Melissa Head and Roger Sandau moved and seconded approval of Resolution 21-240. Voice Vote, 3-1 vote. (Nays: Hannan) (Absent: Wolf)

Resolution 21-241

Resolution adding a Payroll and Benefit Specialist to the Human Resource Department effective August 10, 2021.

Melissa Head and Chad Hannan moved and seconded approval of Resolution 21-241. Unanimous, 4-0 vote. (Absent: Wolf)

Resolution 21-242

Resolution authorizing the Mayor to execute an agreement for the Hillside Estates Water Main Extension with the Council Bluffs Water Works in conjunction with the Hillside Estates Subdivision project. Location: Generally located at the northwest comer of Franklin and Bennett Avenues.

Chad Hannan and Joe Disalvo moved and seconded approval of Resolution 21-242. Unanimous, 4-0 vote. (Absent: Wolf)

Resolution 21-243 A & B

Resolution 21-243A, Resolution directing the advertisement for sale of \$1,155,000 (dollar amount subject to change) Taxable General Obligation Bonds, Series 2021A, and approving electronic bidding procedures and Official Statement.

Resolution 21-243B, Resolution directing the advertisement for sale of \$5,970,000 (dollar amount subject to change) General Obligation Bonds, Series 2021B, and approving electronic bidding procedures and Official Statement.

Roger Sandau and Chad Hannan moved and seconded approval of Resolutions 21-243 A & B. Unanimous, 4-0 vote. (Absent: Wolf)

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses

1) The Dock Bar & Grill, 401 Veterans Memorial Hwy (Special Event)

Chad Hannan and Roger Sandau moved and seconded approval of Applications for permits and cancellations, Liquor License 7A, as amended to change date to August 28, 2021. Voice Vote, 3-0 vote. (Abstain: Disalvo) (Absent: Wolf)

Cigarette Permits

Chad Hannan and Joe Disalvo moved and seconded approval of Applications for permits and cancellations, Cigarette Permits 7B. Unanimous, 4-0 vote. (Absent: Wolf)

CITIZENS REQUEST TO BE HEARD

Heard from Bruce Kelly, 864 McKenzie Avenue, Bike trail and extra lane on Kanesville. and Tyler Waters, 1503 Avenue J, wanting to become more involved.

OTHER BUSINESS

Mayor Walsh designated Chad Hannan as Mayor Pro Tem during his absence.

ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:16 p.m.

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

Matthew J. Walsh, Mayor Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Parks and Recreation Case/Project No.: Cochran Park

Playground Upgrade Submitted by: Vincent M

Martorello

Resolution 21-244 ITEM 3.C.

Council Action: 8/23/2021

Description

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

Background/Discussion

POWERTECH is a local company specializing in residential and commercial electrical service, generator sales, service and installation, and facility maintenance. The company makes donations to improve the quality of life within the City and this year they have approach the Parks and Recreation Department interested in making a donation that would benefit the youth of the City. After several discussion, the decision to replace a playground became of strong interest.

POWERTECH has agreed to donate \$200,000 towards the replacement of the playground. This project is part of the FY 22 CIP request and is identified as project PR22-05. The CIP request is for a total project cost of \$400,000 with \$200,000 in General Obligation bonds as match to the donation from POWERTECH. A funding agreement has been drafted that states the donation will be paid in five (5) equal payments of \$40,000 paid to the city each year starting December 1, 2020.

The playground has been designed and ready to proceed to a public hearing

Recommendation

Approve resolution to set a public hearing for September 13, 2021 at 7:00 PM.

ATTACHMENTS:

DescriptionTypeUpload DatePlayground ImageOther8/13/2021Resolution 21-244Resolution8/18/2021



RESOLUTION NO 21-244

RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE AND SETTING 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,	the City Clerk shall publish Notice of Public Hearing as required by law, to be 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 City Clerk is hereby ordered to set a public hearing for the COCHRAN PARK PLAYGROUND UPGRADE PROJECT setting September 13, 2021, at 7:00 p.m. as the date and time of said hearing.			

	ADOPTED AND Approved	August 23, 2021
	Chad M. Hannan, May	or Pro Tem
ATTEST:	Jodi Quakenbush, City	Clerk

Council Communication

Council Action: 8/23/2021

Department: Community

Development
Case/Project No.:
Resolution 21-245
ITEM 3.D.

Submitted by: Courtney Harter,

HED Manager

Description

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.

Background/Discussion

see attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	8/17/2021
Development Agreement	Agreement	8/17/2021
Notice of Public Hearing	Notice	8/17/2021
Certificate of Publishers Affidavit	Other	8/17/2021
Resolution 21-245	Resolution	8/18/2021

Council Communication

Department: Community Development Resolution No.: 21 - City Council: 8-23-2021 Public Hearing: 9-13-2021

Subject/Title

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

Location

The 2800 block between 1st and 2nd Avenues

Background/ Discussion

Background

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.

White Lotus Group (WLG) proposes an 80-unit multi-family rental housing project along 1^{st} Avenue that will serve families at or below 60% of the area median income and an 8-unit townhome style development along 2^{nd} Avenue that will be owner-occupied. The estimated project cost is \$13.3 million.

Discussion

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.

Recommendation

Staff recommends City Council set a public hearing for September 13, 2021 at 7:00pm on the proposal to enter into a purchase, sale and development agreement with White Lotus Group.

Attachments

- 1. Resolution
- 2. Development Agreement
- 3. Public hearing notice

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF COUNCIL BLUFFS, IOWA

AND

CB-WLG AFFORDABLE LIMITED PARTNERSHIP

, 202	, 202
-------	-------

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. <u>DEFINITIONS</u>

Section 1.1. <u>Definitions</u>. 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.

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

<u>CB-WLG Affordable Limited Partnership TIF Account</u> 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.

<u>Certificate of Completion</u> means a certification in the form of the certificate attached hereto as Exhibit F and hereby made a part of this Agreement.

<u>Certificate of Occupancy</u> 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.

<u>Construction Plans</u> 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.

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

<u>Development Property</u> 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.

<u>First Mortgage</u> 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.

<u>Homebuyer</u> means the person or persons who rent or buy a Housing Unit.

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

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

<u>Interlocal HOME Agreement</u> 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.

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

<u>Net Proceeds</u> 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.

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

State means the State of Iowa.

<u>State Agreement</u> 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.

<u>Tax Increments</u> 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.

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

<u>Unavoidable Delays</u> 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.

<u>Urban Renewal Area</u> shall mean the area known as the West Broadway Urban Renewal Area.

<u>Urban Renewal Plan</u> 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. <u>Representations and Warranties of City</u>. 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. <u>Representations and Warranties of Developer</u>. 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. <u>Conditions Precedent to Transfer</u>. 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. <u>Transfer of Development Property</u>. 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. <u>Condition of Property; Care and Maintenance; Environmental Matters.</u>

- 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. <u>Abstract and Title</u>. 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. <u>Survey and Platting</u>. 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. <u>Certification</u>. 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. <u>Deed Restriction</u>. 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. <u>Survival of Closing</u>. All terms of this Agreement shall survive the Closing described in this Article III.

ARTICLE IV. <u>CONSTRUCTION OF MINIMUM IMPROVEMENTS</u>, <u>TAXES AND PAYMENTS</u>

Section 4.1. <u>Construction of Minimum Improvements.</u>

- 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. <u>Construction Plans</u>. 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. <u>Certificate of Completion</u>. 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. <u>Developer Completion Guarantee</u>. 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. <u>No Abatement</u>. 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. <u>Insurance Requirements</u>.

- 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. <u>Maintenance of Properties</u>. 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. <u>Maintenance of Records</u>. 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. <u>Compliance with Laws</u>. Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.
- Section 6.4. <u>Non-Discrimination</u>. 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. <u>Available Information</u>. 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. <u>Lease of Housing Units</u>. 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. <u>Annual Certification</u>. 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.

Status of Developer; Transfer of Substantially All Assets; Assignment. As security Section 6.8. 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.

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.

- 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.
- Formula and Schedule. Assuming the completion of the Minimum Improvements i. 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>	Amount of Blight Remediation Grants
June 1, 2027 June 1, 2028 June 1, 2029	80% of Tax Increments for the Fiscal Year 2026-2027 80% of Tax Increments for the Fiscal Year 2027-2028 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. <u>Calculation</u>. 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. <u>Standard.</u> 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. <u>Enhancement</u>. 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. <u>Limitation to Minimum Improvements</u>. 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. <u>Conditions Precedent</u>. 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. <u>Source of Grant Funds Limited.</u>

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. <u>Use of Other Tax Increments</u>. 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. <u>Indemnification for Related Agreements and Costs</u>. 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. <u>DEFAULT AND REMEDIES</u>

Section 11.1. <u>Events of Default Defined</u>. 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. <u>No Remedy Exclusive</u>. 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. <u>No Implied Waiver</u>. 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. <u>Conflict of Interest</u>. 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. <u>Notices and Demands</u>. 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. <u>Memorandum of Agreement</u>. 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. <u>Titles of Articles and Sections</u>. 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. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- Section 12.6. <u>Governing Law</u>. 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. <u>Successors and Assigns</u>. 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. <u>Termination Date</u>. 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. <u>No Third-Party Beneficiaries.</u> 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. <u>Force Majeure</u>. 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.]

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 Pres	ident
STATE OF	
and for said State, personally appeared Aru known, who, being by me duly sworn, did respectively of CB-WLG Affordable Limited of said limited partnership; and that the states	, 2021, before me the undersigned, a Notary Public ir n Agarwal and to me personally d say that they are the CEO and Executive Vice President and Partnership, and that said instrument was signed on behalf said officers as such, acknowledged the execution of said 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 <u>Minimum Improvements</u> 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.

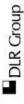
EXHIBIT A-1 SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS



Exhibit A-2



Exhibit A-3











CB MultiFamily | Inspiration

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 Davidoner desire to record a Mamorandum of the Agreement
WHEREAS, City and Developer desire to record a Memorandum of the Agreement

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

referring to the Development Property and their respective interests therein.

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

2. That a	ill of the provisions of the Agreement and any subsequent amendments
thereto, if any, even th	nough not set forth herein, are by the filing of this Memorandum of Purchase,
Sale, and Developme	nt Agreement made a part hereof by reference, and that anyone making any
claim against any of s	said Development Property in any manner whatsoever shall be fully advised
as to all of the terms a	and conditions of the Agreement, and any amendments thereto, as if the same
were fully set forth he	erein.

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 Ha	ll, 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

By:	Matt Walsh, Mayor
ATTEST:	
By:	-
STATE OF IOWA)) SS COUNTY OF POTTAWATTAMIE)	
COUNTY OF POTTAWATTAMIE)	
On this day of in and for said State, personally appeared Matt W known, who being duly sworn, did say that they are City of Council Bluffs, Iowa, a Municipality create Iowa, and that the seal affixed to the foregoing instr said instrument was signed and sealed on behalf of of its City Council, and said Mayor and City Clerk act and deed of said Municipality by it voluntarily e	the Mayor and City Clerk, respectively, of the ed and existing under the laws of the State o ument is the seal of said Municipality, and that said Municipality by authority and resolution acknowledged said instrument to be the free
Notary	y Public in and for the State of Iowa
[Signature page to Memorandum of Purchase, S Council Bluff	

Exhibit B-3

CB-WLG AFFORDABLE LIMITED PARTNERSHIP, a Nebraska limited partnership

	By: Arun Agarwal, CEO
ATTEST:	
By:, Executive Vice Pres	sident
CTATE OF	
STATE OF) SS)
personally known, who, being by me duly Vice President, respectively of CB-WLG Af was signed on behalf of said limited partner	
	Notary Public in and for said state
	hase, Sale, and Development Agreement – CB-WLG Limited Partnership]

50

Exhibit B-4

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.

<u>USE RESTRICTION</u>. 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

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 the foregoing, the Grantor's right of first refusal shall not apply to: (i) the sale of a townhouse located on the Property to a third-party purchaser for occupancy or rental thereby; (ii) any collateralization of the Property or the improvements thereon to Grantee's lender for purposes of securing funds to construct the Minimum Improvements, or (iii) any restructuring of Grantee necessary for the syndication of state or federal tax credits with respect to any improvements constructed on the Property provided a majority of the partners of Developer remain part of the restructured entity.

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

This transfer is exempt under Iowa Code Chapter 428A.2(19).

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

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:	
(SEAL)	CITY OF COUNCIL BLUFFS, IOWA
	By:
	By: Matt Walsh, Mayor
ATTEST:	
By: Jodi Quakenbush, City Clerk	
STATE OF IOWA)) SS COUNTY OF POTTAWATTAMIE)	
COUNTY OF POTTAWATTAMIE)	
for said State, personally appeared Matt Waduly sworn, did say that they are the Mayo	, 20, before me a Notary Public in and alsh and Jodi Quakenbush, to me personally known, who being or and City Clerk, respectively, of the City of Council Bluffs under the laws of the State of Iowa, and that the seal affixed to
	Exhibit C-2

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

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'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	ice President
STATE OF	
and for said State, personally app known, who, being by me duly s respectively of CB-WLG Afforda of said limited partnership; and	
	Notary Public in and for said state
ı	ignature Page to Promissory Note]

EXHIBIT E DEVELOPER ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

Developer certifies the following: During the time period covered by this Certification, Developer is and was in compliance with Section 6.7 as follows:

	evelopment Property owned by Developer in the Urban Renewal Area for the current year, if due) and attached to this Annual Certification
	ts were first fully assessed on, 20, at a full is currently assessed at \$;
	d supporting documentation that Developer has submitted to the State, HOME Consortium in the last year pursuant to the Interlocal HOME and hereto;
and that at the date of such certification, and or was not, in default in the fulfillment of an Default (or event which, with the lapse of tim is occurring or has occurred as of the date of	eveloper has re-examined the terms and provisions of this Agreement during the preceding twelve (12) months, certify that Developer is not, by of the terms and conditions of this Agreement and that no Event of the or the giving of notice, or both, would become an Event of Default) of such certification, or if such officer is aware of any such Event of thereof, its period of existence and what action, if any, has been taken o.
I certify under penalty of perjury and correct to the best of my knowledge and believe	pursuant to the laws of the State of Iowa that the preceding is true and ef.
Signed this day of	, 20
	CB-WLG AFFORDABLE LIMITED PARTNERSHIP, A Nebraska limited partnership
	By:
	Name:
	Its:
STATE OF)	
COUNTY OF	S
This instrument was acknowledged, as	signed and sworn to before me on, 20 by of CB-WLG Affordable Limited Partnership.
	Notary Public in and for said State
Attachments: (a) proof of payment of taxe HOME Agreement and State Agreement	s; (b) certifications and documentation under the Interlocal

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 1	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	ent (the
"Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agree	ement,
to develop and maintain certain real property located within City and as more particularly described	ibed 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]

CITY OF COUNCIL BLUFFS, IOWA

By:	Matt Walsh, Mayor
ATTEST:	
By:	
STATE OF IOWA)) SS COUNTY OF POTTAWATTAMIE)	
for said State, personally appeared Matt Walsh and J duly sworn, did say that they are the Mayor and Ci Iowa, a Municipality created and existing under the the foregoing instrument is the seal of said Municipality on behalf of said Municipality by authority and res Clerk acknowledged said instrument to be the free executed.	

[Signature page to Certification of Completion]

Exhibit F-2

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 as a homebuyer purchasing the below-described property, you will not be eligible for tax alone the property under the City of Council Bluff's Urban Revitalization Plan, if any, or any other sor local law.	patement for

Signature: _____

Print Name: _____

Date: _____

Address: _____

[legal description, property address]

 $01906112\text{-}1\backslash 10342\text{-}159$

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH CB-WLG AFFORDABLE LIMITED PARTNERSHIP, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing on September 13, 2021, at 7:00 P.M. in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Purchase, Sale, and Development Agreement (the "Agreement") with CB-WLG Affordable Limited Partnership (the "Developer").

Pursuant to the terms of the Agreement, the City would agree to sell to the Developer certain City-owned real property located within the West Broadway Urban Renewal Area (the "Development Property"). 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. The Agreement would require the Developer 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.

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 from the Minimum Improvements under the terms and following satisfaction of the conditions set forth in the Agreement. 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.

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

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

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

Da	ted this	day of	, 2021.
			City Clerk, City of Council Bluffs in the State of Iowa
		(End o	of Notice)

01927231-1\10342-159

CERTIFICATE OF PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF IOWA)) SS		
COUNTY OF POTTAWATTA	MIE)		
I, the undersigned, do h mentioned, the duly qualified ar Pottawattamie, State of Iowa, and City, I have caused a	nd acting Clerk	of the City of Counci	l Bluffs, in the County	of
N	NOTICE OF PUI	BLIC HEARING		
of which the clipping annexed to correct and complete copy, to be newspaper published at least or regularly and mailed through the has had for more than two years United States, and has a general of the issues thereof published and of the control of the states.	be published as rence weekly, prire post office of a bona fide paid circulation in the	required by law in The nted wholly in the En- current entry for more I circulation recognize to City, and that the Nor	e Daily Nonpareil, a leaglish language, publish than two years and what d by the postal laws of	gal hed ich the
		, 2021.		
WITNESS my official, 2021.	signature at Co	ouncil Bluffs, Iowa,	this day	of
(SEAL)		City Clerk, City of Co	uncil Bluffs, State of Io	wa

 $01927232\text{-}1\backslash 10342\text{-}159$

Resolution 21-245

ITEM TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

August 23, 2021 7:00 P.M.

West Broadway Urban Renewal Plan

• Resolution fixing date for a public hearing on the proposal to enter into a Purchase, Sale, and Development Agreement with CB-WLG Affordable Limited Partnership.

IMPORTANT INFORMATION

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

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

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

Disalvo, Hannan, Head, Sandau and Wolf	
Absent:	
Vacant:	

Council Member	then introduced the fo	ollowing proposed
Resolution entitled "RES	SOLUTION FIXING DATE FOR A PUBLIC HE	ARING ON THE
PROPOSAL TO ENTER	INTO A PURCHASE, SALE, AND DEVELOPMEN	NT AGREEMENT
WITH CB-WLG AFFO	ORDABLE LIMITED PARTNERSHIP, AND PI	ROVIDING FOR
PUBLICATION OF NO	TICE THEREOF", and moved that the same be	adopted. Council
Member	seconded the motion to adopt. The roll was of	called, and the vote
was:		
ATTEC		
AYES: _		
_		
NAYS:		
NAIS		

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

RESOLUTION NO. 21-245

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH CB-WLG AFFORDABLE LIMITED PARTNERSHIP, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

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

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

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

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M. on September 13, 2021, for the purpose of taking action on the matter of the proposal to enter into a Purchase, Sale, and Development Agreement with CB-WLG Affordable Limited Partnership.

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

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

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO A PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH CB-WLG AFFORDABLE LIMITED PARTNERSHIP, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing on September 13, 2021, at 7:00 P.M. in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Purchase, Sale, and Development Agreement (the "Agreement") with CB-WLG Affordable Limited Partnership (the "Developer").

Pursuant to the terms of the Agreement, the City would agree to sell to the Developer certain City-owned real property located within the West Broadway Urban Renewal Area (the "Development Property"). 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. The Agreement would require the Developer 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.

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 from the Minimum Improvements under the terms and following satisfaction of the conditions set forth in the Agreement. 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.

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

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

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

day of	, 2021.
	City Clerk, City of Council Bluffs in the State of
	Iowa
(En	d of Notice)

PASSED AND APPROVED this 23rd day of August, 2021.

	Mayor Pro Tem	
ATTEST:		
City Clerk		

CERTIFICATE

STATE OF IOWA)
COUNTY OF POTTAWATTAMIE) SS)
that attached is a true and complete proceedings of the Council, and the sa Council with respect to the matter at which proceedings remain in full force way; that meeting and all action therea meeting and tentative agenda, a copy of and posted on a bulletin board or other designated for that purpose at the prince Council and the provisions of Chapter public and media at least twenty-four helps and with members of the public named therein were on the date thereof as indicated therein, that no Council vand that no controversy or litigation is organization, existence or boundaries officers to their respective positions.	The City of Council Bluffs, State of Iowa, do hereby certify copy of the portion of the records of the City showing ame is a true and complete copy of the action taken by the the meeting held on the date indicated in the attachment, and effect, and have not been amended or rescinded in any towas duly and publicly held in accordance with a notice of the which was timely served on each member of the Council prominent place easily accessible to the public and clearly expal office of the Council pursuant to the local rules of the 21, Code of Iowa, upon reasonable advance notice to the ours prior to the commencement of the meeting as required a present in attendance; I further certify that the individuals duly and lawfully possessed of their respective city offices accancy existed except as may be stated in the proceedings, pending, prayed or threatened involving the incorporation, of the City or the right of the individuals named therein as each of the Council hereto affixed this day of
	City Clerk, City of Council Bluffs, State of Iowa
(SEAL)	City Clerk, City of Council Dialis, State of lowar

01926312-1\10342-159

August 12, 2021

21-PW-2128

Ms. Debra Danielsen, EMBA 332 Willow Avenue Council Bluffs, IA 51503-9043 ddanielsen@mac.com (402) 319-8506 mobile

Mr. Matt Cox
Public Works Director/City Engineer
209 Pearl Street
Suite 203
Council Bluffs, IA 51503
mcox@councilbluffs-ia.gov
(712) 890-5296 Office

CLERK ROUD 12 AUG*21

Re: Hempel Sheet Metal Works Invoice – Repairs to Steel Fence Damaged by City of Council Bluffs Public Works Employees

AM11:59

Mr. Matt Cox;

Attached for your review and payment is the Hempel Sheet Metal Works Invoice for repairs required to my steel fence at 332 Willow Avenue, Council Bluffs, Iowa. There were approximately 6 areas on my steel fence damaged by Public Works employees on the Bluff Street side of my property (East) side of my fence/property line. These damages occurred between July 5 – July 30, 2021 while sidewalk replacement and road resurfacing work on Bluff Street were going on.

It required two men, one day, a portable welder, and travel time to and from their work location to repair the bent steel rods, tops, and arrows on my fence. The repairs have been made. The invoice attached Best wishes,

Debra Danielsen, EMBA (402) 319-8506 mobile

ddanielsen@mac.com

CC:

Dr. David Merz

Mr. Matt Walsh

Mr. Dick Wade

RETURN TO:

CITY OF COUNCIL BLUFFS, IOWA ATTN: CITY LEGAL DEPARTMENT OR CITY CLERK 209 PEARL STREET COUNCL BLUFFS, IA 51503 21-PW-2129

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Lhomes hewiston DAY PHONE: 7
ADDRESS: 810 West 32nd Avenue, Bellowest DOB:
DATE & TIME OF LOSS/ACCIDENT: 7.1.21 500 am
LOCATION OF LOSS/ACCIDENT: 17 FL & Broad was 1 CVB.
DESCRIPTION OF LOSS/ACCIDENT: My daughter was driving and hit a rock in
Construction zone. This caused the front tire to pap and
become unusable. Using space drove to Times Plus.
New tire was \$ 199, 79 (USE BACK OF FORM, IF NECESSARY)
TOTAL DAMAGES CLAIMED: \$ 399. 58
WITNESS(ES) (Name(s), Address(es), Phone No(s), Tomny Camp
NAME OF THE PARTY
WAS POLICE REPORT FILED YESL_NO
IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:
HAVE YOU RESUMED NORMAL ACTIVITIES? NO
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY
other relevant information: Have copy of bill for one tire, of some
E C C
LIST INSURANCE PROVIDER AND COVERAGE: Former's Full Coverage, but \$60 deauct-sie
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)
GLERK ROVO
DATE CLAIMANT S SIGNATURE
DATE CLAIMANT'S SIGNATURE AM9:25
DATE CLAIMANT S SIGNATURE

Rear passenger side time hit rock and has huge lump. Could not a food to fix, so will to, to replace this week.

RETURN TO

CITY OF COUNCIL BLUFFS, IOWA ATTN: CITY LEGAL DEPARTMENT OR CITY CLERK 2009 PEARL STREET COUNCIL BLUFFS, IA \$1503 CITY CLAIM NO 21-PW-2130

00,011

NOTICE OF CLAIM/LOSS

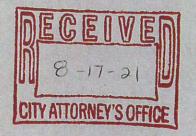
MCOD WIXON DAYPHONE
ADDRESS 32191 QUE J COUNCIL BLUFSITH DOB.
1000 S 21 @ 1:000m
DATE A TIME OF LOSS ACCIDENT 8.8.21 @ 1:0000
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
SEW CILL SELION DUCKED (IP THYEN FIDO! CICIY)
this Phined 650st of courset of book boards
of tub. Ruined 650st of carret of brose boards of dry ball. Also rained doors of bathroom vanity.
Direct weighbors to the west had the same as well.
Direct well hooks to the west that the art 155he as well.
TOTAL DAMAGES CLAIMED 5 16, 701.
WITNESS(ES) (Name(s), Address(es), Phone Nots) (City to tout (904. 180-1005)
WITNESS(ES) (Namers), Address(es), Phone Nots) Keithe Fouts (40d. 980-7265) Jeff Kasmusen (40d. 672-6714) (3223 946 5)
WAS POLICE REPORT FILED YES NO
IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY.
1,11
10///
HAVE YOU RESUMED NORMAL ACTIVITIES? YES X NO
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY
OTHER RELEVANT INFORMATION CUTPOL, Base bourds, driwall, doors,
OTHER RELEVANT INFORMATION COUNTY DECEDOURS TO CITY WILLIAM J door 5,
Vanih
LIST INSURANCE PROVIDER AND COVERAGE State Farm
LIST INSURANCE PROVIDER AND COVERAGE OF OUT OF THE

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)

8.11.21

CIAIMANES SUNATI DE



17 AUG'21 449:25 CITY PROJECT # PW 22-12 S. IST ST. NEIGHBORHOOD REHAB. PH. 12.

RETURN TO:

CITY OF COUNCIL BLUFFS, IOWA ATTN: CITY LEGAL DEPARTMENT

OR CITY CLERK 209 PEARL STREET COUNCL BLUFFS, IA 51503 CITY CLAIM NO. 21-PW-2126

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: RYAN RAHLM DAY PHONE: =
ADDRESS: 72 STUTSMAN ST. COUNCIL BLUFFS, 1A 51503 DOB:
DATE & TIME OF LOSS/ACCIDENT: 7-16-21 4:43PM
LOCATION OF LOSS/ACCIDENT: 72/ STUTSMAN 57. CEILING IN BEDROOM CLOSET
DESCRIPTION OF LOSS/ACCIDENT: CONSTRUCTION WORK WAS BEING DONE BY THE CITY + THEY
WERE POUNDING THE STREET + THE HOUSE WAS SHAKING + A CRACK FORMED IN
THE BROROOM WALK-IN CLOJET'S CFLYNG WHPLE A PIPE CONNECTS TO 17.
(USE BACK OF FORM, 1F NECESSARY)
TOTAL DAMAGES CLAIMED: \$
WITNESS(ES) (Name(s), Address(es), Phone No(s).
WAS POLICE REPORT FILED YES V 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: 1 ALREADY SENT A PICTURE TO THE CITY WEBSITE FORM +
TO DAVID A. VERMILLION P.E. THE CIVIL ENGINEER II
LIST INSURANCE PROVIDER AND COVERAGE: ALLSTATE HOME INSURANCE
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)
CLER ROVD
8-/-2/ DEGEIVEN Rem 1/101
DATE CLAIMANT'S SIGNATURE
世のなった。
CITY ATTORNEY'S CISSISE
Control of the Contro

CITY CLAIM NO. 21-PK-2127

RETURN TO:

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

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: JAKE SMITH	DAY PHONE
ADDRESS: S12 HARRISON ST., COUNCIL BUTTS, IA SI	503 DOB:
DATE & TIME OF LOSS/ACCIDENT: OVERPLEHT OF JULY 28 TH	
LOCATION OF LOSS/ACCIDENT: DETATCHED GARAGE ROOF	
DESCRIPTION OF LOSS/ACCIDENT: CITY TREE FELL ON GALAGE DA	The state of the s
TO CLEAR UP. AFTER TREE LIMB WAS CUT DOWN mry REM ME SHINGLE DAMAGE AND POSSIBLE ROOF/GUTTER	
	The state of the s
TOTAL DAMAGES CLAIMED: 3 UNKNOWN	(USE BACK OF FORM, IF NECESSARY)
WITNESS(ES) (Name(s), Address(es), Phone No(s), NOVE, FELL EVERYIGHT, N	LOKE UP AND THEE WAS AN BURE
	en and with a secretary of the second
1988 and 198	
WAS POLICE REPORT FILED YES NO	
IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND \sim \wedge	TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY;
	en en en systema en en en grift (18 de various reconstruites de accession à substitution de accession de acce
HAVE YOU RESUMED NORMAL ACTIVITIES? X YES NO	
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES C	OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY
OTHER RELEVANT INFORMATION: PHOTOGRAPHS ATTACHED.	
the versus an enterior to the fine and the transmission of the contraction of the contrac	eatro oral languagement (1) a -talanteata piate (1) talanteata piate (1) talanteata (1) talantea
LIST INSURANCE PROVIDER AND COVERAGE: STATE FARM HOME	and Auto (AGENT SUDO KRISPEL)
I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE A CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLED	BOVE INFORMATION IN SUPPORT OF MY GE,
NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE (FALSE CLAIM (SECTION 714,8(3) CODE OF IOWA)	OR IMPRISONMENT TO KNOWINGLY MAKE A
PARISH CHARLES CONTROL (1410(G) CODE OF 10 (VII)	
8/10/21 DECENVEDI	h
	ANT'S SECURTURE OF EDV DOTHE
8-11-21	CLERK RCVE 11 AUG 21
Landing products related to the second control of the second contr	11 mg 21 PM12:59
CITY ATTORNEY'S OFFICE	{ P1 A. Jan - * turb****

TO: PERSON IN POSSESSION, 1408 3RD AVE COUNCIL BLUFFS IOWA 51501 - PERSON IN POSSESSION
BARRY HARNETT, 1408 3RD AVE COUNCIL BLUFFS IOWA 51051 - OWNER
BARRY HARNETT, 3720 N 153RD CT, APT 184 OMAHA NE 68116 - OWNER
CITY OF COUNCIL BLUFFS C/O CITY ATTY, 209 PEARL ST, STE 304 COUNCIL BLUFFS IOWA 51503 - JUDGMENT CREDITOR
STATE OF IOWA C/O ATTY GENERAL, 1305 E WALNUT ST DES MOINES IOWA 50319 - JUDGMENT CREDITOR
CITY OF COUNCIL BLUFFS C/O CITY CLERK, 209 PEARL ST COUNCIL BLUFFS IOWA 51503 - CITY LIMITS

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION

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

- The property described in paragraph 2 of this Notice was sold at tax sale on the 17TH day of June, 2019. The purchaser at tax sale was ADAIR 0177 WITH UNION BANK AS SECURED PARTY.
- 2. The legal description of the property sold is:

ANY OTHER UNKNOWN PERSONS WITH INTEREST

- LOT 13 IN BLOCK 32, BEER'S SUBDIVISION IN COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA. a/k/a PARCEL # 754435211013
- 3. That your right of redemption as set forth in the Iowa Code will expire unless redemption of the property is made within 90 days from the date of completed service of this Notice.
- 4. If the right of redemption is allowed to expire, a tax deed will be issued by the Treasurer of POTTAWATTAMIE County.

Emily Gillispie, agent

for ADAIR 0177 WITH UNION BANK AS SECURED PARTY POTTAWATTAMIE 19-0099

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION

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

- 1. The property described in paragraph 2 of this Notice was sold at tax sale on the 17TH day of June, 2019. The purchaser at tax sale was DDD CERTIFICATES WITH UNION BANK AS SECURED PARTY.
- 2. The legal description of the property sold is:
 - LOTS 4, 5 AND 6 IN BLOCK 36 FLEMING AND DAVIS ADDITION TO COUNCIL BLUFFS, IOWA, AND THAT PART OF THE VACATED SOUTH 5 FEET OF 15TH AVENUE ABUTTING LOTS 4, 5 AND 6, AND BLOCK 36, FLEMING AND DAVIS ADDITION TO THE CITY OF COUNCIL BLUFFS, IOWA. a/k/a PARCEL # 754435460002
- 3. That your right of redemption as set forth in the Iowa Code will expire unless redemption of the property is made within 90 days from the date of completed service of this Notice.
- 4. If the right of redemption is allowed to expire, a tax deed will be issued by the Treasurer of POTTAWATTAMIE County.

TO:

for DDD CERTIFICATES WITH UNION BANK AS SECURED PARTY POTTAWATTAMIE 19-0106

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION

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

- The property described in paragraph 2 of this Notice was sold at tax sale on the 17TH day of June, 2019. The purchaser at tax sale was ADAIR 0106 WITH UNION BANK AS SECURED PARTY.
- 2. The legal description of the property sold is:
 - LOT 3, BLOCK 9, MCMAHON, COOPER & JEFFERIS ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA. a/k/a PARCEL # 754435286006
- 3. That your right of redemption as set forth in the Iowa Code will expire unless redemption of the property is made within 90 days from the date of completed service of this Notice.
- 4. If the right of redemption is allowed to expire, a tax deed will be issued by the Treasurer of POTTAWATTAMIE County.

Emily Gillispie, agent

for ADAIR 0106 WITH UNION BANK AS SECURED PARTY

POTTAWATTAMIE 19-0104

IN THE DISTRICT COURT OF IOWA IN AND FOR POTTAWATTAMIE COUNTY

CLINT SMITH, An Individual,)	LAW NO.	
Plaintiff,)		
vs.)	ORIGINAL NOTICE	
CHARLES SMITH, GREGORY CASES COUNCIL BLUFFS POLICE DEPARTMENT AND THE CITY OF COUNCIL BLUFFS, IOWA, Defendants.) Y,))))	e a	RECEIVED AUG 17 1921 CITY ATTORNEY'S OFFICE
	81		

TO THE ABOVE-NAMED DEFENDANT(S): The City of Council Bluffs, Iowa

You are notified that a petition has been filed in the office of the clerk of this court, naming you as the defendant in this action. A copy of the petition is attached to this notice. The attorney for the plaintiff is Thomp J. Pattermann, whose address is 300 West Broadway, Ste. 145, Council Bluffs, Iowa 51503. That attorney's phone number is (712) 323-0999 and facsimile number is (712) 323-0814.

You must serve a motion or answer within 60 days after service of this original notice upon you and, within a reasonable time thereafter, file your motion or answer with the Clerk of Court for Pottawattamie County, at the county courthouse in Council Bluffs, Iowa. If you do not, judgment by default may be rendered against you for the relief demanded in the petition.

If you require the assistance of auxiliary aids or services to participate in court because of a disability, immediately call your district ADA coordinator at (712) 328-5883. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942). (SEAL)

CLERK OF COURT (Designee)
Pottawattamie County Courthouse
227 South 6th Street
Council Bluffs, IA 51503

YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS.

IN THE DISTRICT COURT OF IOWA IN AND FOR POTTAWATTAMIE COUNTY

CLINT SMITH	, An Individual,) LAW NO.
general de la companya de la company	Plaintiff,	e Destruction of the second se
VS.	e e) PETITION AT LAW) AND JURY DEMAND
COUNCIL BLU	ITH, GREGORY CASES OFFS POLICE OFF AND THE CITY OF	Y,)
in the second	Defendants.	Soft of the major of the second of the

I. PRELIMINARY STATEMENT

1. This is a civil action in which Plaintiff seeks to recover damages as a result of personal injuries arising out of an incident which occurred on August 10, 2019.

II. <u>JURISDICTION</u>

2. Jurisdiction is conferred upon this Honorable Court pursuant to the Iowa Code Section 602.6101. Furthermore, venue is conferred pursuant to Iowa Code Section 616.18. Pursuant to Iowa Code Section 631.1 the amount in controversy exceeds \$5,000.00.

III. <u>PARTIES</u>

- 3. Plaintiff, Clint Smith, was, at all times material hereto, a citizen of the United States, a resident of Council Bluffs, Pottawattamie County, Iowa and a passenger in Defendant Charles Smith's 2010 Ford F250, involved in this motor vehicle incident.
- 4. The Defendant, Charles Smith, was, at all times material hereto, a citizen of the United States, a resident of Bellevue, Nebraska, and the owner and operator of the 2010 Ford F250 involved in this motor vehicle incident.
- 5. The Defendant, Gregory Casey, was, at all times material hereto, a citizen of the United States, a resident of Council Bluffs, Pottawattamie County, Iowa, and the operator of the

the damages sustained by Plaintiff.

V. <u>INJURIES</u>

11. As a direct and proximate result of the negligence of Charles Smith and Gregory Casey, Plaintiff Clint Smith has sustained severe and permanent injuries.

VI. <u>DAMAGES</u>

12. That as a direct and proximate result of the negligence of Charles Smith and Gregory Casey, Plaintiff Clint Smith has suffered and incurred damages in the past and will continue to suffer and incur damages in the future, that include but are not limited to lost wages, past and future; medical and hospital expenses, past and future; physical pain and suffering, past and future; loss of full body, past and future; and permanent injury and impairment, all to his damage and detriment.

VII. PRAYER FOR RELIEF

WHEREFORE, the Plaintiff, Clint Smith respectfully prays for judgment against the Defendants in an amount that will reasonably compensate him, for his damages, with interest and costs as provided by law and any other and further relief as this Court deems just and equitable.

Clint Smith, Plaintiff

By: /S/ Thomp J. Pattermann

THOMP J. PATTERMANN
GALLNER & PATTERMANN, P.C.
300 West Broadway, Suite 145
Council Bluffs, Iowa 51503
(712) 323-0999
tipattermann@sgallnerlaw.com
ATTORNEY FOR PLAINTIFFS

Department: Community

Development
Case/Project No.:
Resolution 21-246
ITEM 4.A.
Council Action: 8/23/2021

Submitted by: Housing & Economic Development

Description

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

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

DescriptionTypeUpload DateStaff ReportStaff Report8/13/2021Attachment A - Case MapMap8/13/2021Resolution 21-246Resolution8/18/2021

Department:			
Community Development			
	Resolution of Intent No	Set Public Hearing	08/09/21
CASE # OTB-21-008			
	Resolution to Dispose No	Public Hearing:	08/23/21
Applicant:			
Jarrod McIntyre			
Turn the Paige Investments, LLC			
19627 Brookside Lane			
Gretna, NE 68025			

Subject/Title

Request of the Community Development Department to dispose of the property generally located at 1218 22nd Avenue to Turn the Paige, LLC (Jarrod McIntyre) for the construction of a new single-family attached dwelling unit to be sold to families at or below 80% of the median family income.

Location: Property addressed as 1218 22nd Avenue.

Background/Discussion

In 2017, Habitat for Humanity (Habitat) returned this parcel located at 1218 22nd Avenue, which was originally acquired with Neighborhood Stabilization Funds in 2011 because Habitat determined the site was not properly served with city water and sewer. The Community Development Department completed the needed infrastructure improvements with CDBG entitlement grant funds. On April 7, 2021, the City released a Request for Proposals (RFP) for developers to construct a new single-family attached dwelling unit (2 units total) on the property, and to be sold to families at or below 80% of the median family income to meet CDBG program guidelines. On May 11, 2021, RFP responses were due and Turn the Paige, LLC submitted the lowest bid proposal. Therefore, Turn the Paige, LLC was awarded the contract.

The property is classified as 'buildable' and 'transitional preserve.' The 'transitional preserve' designation allowed Community Development staff to complete the required CDBG disposition process. Turn the Paige, LLC is committed to constructing a new, affordable single-family attached dwelling unit by August 2022 that will be sold to homebuyers meeting the CDBG income guidelines.

The RFP included that the lot would be sold for zero cost to the developer with a home sales price of \$170,000 per unit (two units total). This sales price along with the home-buyer to potentially qualify for up to \$30,000 in down payment assistance meets the affordability of the CDBG income guidelines.

The subject property is 66 feet wide by 165 feet deep, and is 10,890 square feet in size, which exceeds all site development standards for a property located in the R-2/Two-Family Residential District. The property is large enough to accommodate a single-family attached dwelling unit, as proposed. The property is located in the Flood Zone X protected by the levee.

Recommendation

The Community Development Department recommends disposing of the property legally described as Lots 11 & 12, Block 11, Burns Addition, City of Council Bluffs, Pottawattamie County, Iowa, to Turn the Paige Investments, LLC, subject to the following conditions:

- 1. The purchase price shall be \$0.
- 2. Turn the Paige Investments, LLC shall construct a new single-family attached dwelling unit (2 units total) on the property by August 2022.
- 3. The maximum sale price of the newly constructed home shall be no more than \$170,000 per unit.
- 4. Each unit shall be sold to a family at or below 80% of the median family income to meet CDBG program guidelines, as approved by the Community Development Department.

Attachment A: Location Map

Prepared By: Dessie Redmond, Housing & Economic Development Planner

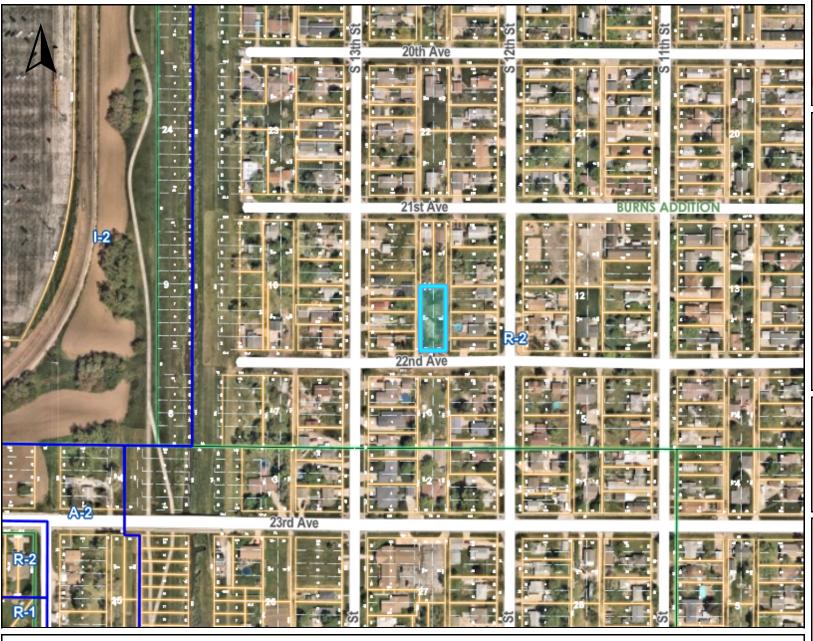
POTTAWATTAMIE COUNTY • IOWA

SCALE: 3916

400

200

Attachment A: Location Map





Legend

ToggleLayers
City Boundary



Council Bluffs Zoning



World Imagery (Map Service)
World Imagery

High Resolution 60cm Imagery

Hitala Basalawian 20an

Pottawattamie County GIS Dept. 223 S 6th St. Council Bluffs, IA 51501 (712) 328-4885 gis@pottcounty-ia.gov https://gis.pottcounty-ia.gov

7/29/2021



Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the release and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Contracting Organization's application requirements. In providing data (or access to data), The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any applications applied to the data. In no event shall The County be liable for any direct, incidental, consequential or special damages that may result from the use of the GIS data.

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

RESOLUTION NO. 21-246

A RESOLUTION TO DISPOSE OF CITY PROPERTY DESCRIBED AS LOTS 11 & 12, BLOCK 11, BURNS ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has previously expressed its intent to dispose of City owned property legally described Lots 11 & 12, Block 11, Burns Addition, City of Council Bluffs, Pottawattamie County, Iowa

WHEREAS, a public hearing has been held in this matter on August 23, at 7:00 p.m.

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

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

<u>Turn the Paige Investments, LLC, and all successors in interest:</u> Lots 11 & 12, Block 11, Burns Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That the purchase price be \$0 with costs beyond the \$0 down payment being forgiven by the City of Council Bluffs upon issuance of a Certificate of Occupancy for a completed new single-family attached dwelling unit (two units total) by August 2022. Property closing shall occur within 60 days of the date of approval.

BE IT FURTHER RESOLVED

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

ADOPTED AND APPROVED:	August 2	23, 2021.
	Chad M. Hannan	Mayor Pro Tem
ATTEST:	Jodi Quakenbush	City Clerk

Department: Community

Development
Case/Project No.:
Resolution 21-247
ITEM 4.B.
Council Action: 8/23/2021

Submitted by: Housing & Economic Development

Description

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

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

DescriptionTypeUpload DateStaff ReportStaff Report8/13/2021Attachment A - Construction PlansOther8/13/2021Resolution 21-247Resolution8/18/2021

Department:	Ordinance No.: N/A	Public Hearing: August 23, 2021
Community Development		Contract Awarded: September 27, 2021
	Resolution No.: 21-	

Subject/Title

Public hearing to approve the plans, specifications and form of contract for the former Reliance Battery Factory Demolition and Restoration Project located at 813 22nd Avenue.

Background/Discussion

Background

In March of 2020, the former Reliance Battery Factory was inspected by the City Permits and Inspections Division for multiple violations resulting in the building posted as "unsafe or unfit." The City Inspector found structural deficiencies throughout the building, multiple roof leaks, alterations to exits without permits, electrical hazards, portions of the building converted to sleeping quarters, improper ventilation and new building uses that require the building to have a fire suppression system. Additionally, because of the longstanding use as a battery factory, it is believed the site is contaminated with lead and other possible hazardous materials. Based on these factors, the City acquired the property in September of 2020 with the intent to remediate and demolish the structures. Total cost of \$117,800 for acquisition was paid through the City's Community Development Block Grant (CDBG).

CDBG funds from the City's 2020 allocations will be used to demolish the building. The 2020 Amended CDBG/HOME Investment Partnership Program (HOME) budget was recommended for approval by the Community Development Advisory Committee (CDAC) on June 2, 2021 with City Council approval on June 14, 2021. Total funds allocated to the former Reliance Battery Factory Demolition and Restoration Project is \$400,000.

At this time, due to the unknown levels of soil contamination, there are no set plans for redevelopment for this property. As staff continues to work with their partners, additional information will be provided.

Discussion

The City has completed environmental review process required by CDBG and is ready to bid the demolition. All hazardous materials in tanks and containers have been removed from the site. Asbestos will be removed and disposed of during demolition and in accordance with local, state and federal regulations to the strictest standard. Working with Schemmer Architecture & Engineering, the Community Development Department has determined a timeline for demolition portion of the project. The approximate timeline is as follows:

August 24, 2021 Bid opening via Ion Wave

September 27, 2021 City Council award demolition contract

October 4, 2021 Start demolition work
January 31, 2021 Demolition work completed

Staff Recommendation

Staff recommends approval of the resolution approving the plans, specifications and form of contract for the former Reliance Battery Factory Demolition and Restoration Project located at 813 22nd Avenue.

Attachment

Attachment A: Construction Plans and specifications for the former Reliance Battery Factory Demolition and Restoration Project.

Submitted by: Dessie Redmond, Housing & Economic Development Planner, Community Development Department Approved by: Courtney Harter, Housing & Economic Development Manager, Community Development Department

RELIANCE BATTERY SITE DEMOLITION CITY OF COUNCIL BLUFFS, IOWA PROJECT NUMBER C2080

<u>LEGEND</u>

REMOVE PAVEMENT

REMOVE SIDEWALK

REMOVE BUILDING

EXTERIOR DOOR LOCATION FENCE

- — LIMITS OF CONSTRUCTION

P.C.C. SIDEWALK

_____ **xx** _____

PROPOSED CONTOUR
EXISTING CONTOUR

TC TOP OF CURB ELEVATION
G GUTTER ELEVATION
TP TOP OF PAVEMENT ELEVATION

PFG FINISH GRADE ELEVATION
TW TOP OF WALL ELEVATION

FIELD VERIFY EXISTING ELEVATION

BOTTOM OF WALL FLEVATION

-SF----- SILT FE

CONSTRUCTION ENTRANCE

FILL AREA

DOMESTIC WATER LINE

FIRE PROTECTION LINE
WATER MAIN
GAS LINE





LOCATION MAP COUNCIL BLUFFS, IOWA NO SCALE

DRAWING INDEX:

COVER SHEET

OG GENERAL NOTES

COO1 SITE DEMOLITION PLAN

C101 SITE LAYOUT & GRADING PLAN

C102 STORM WATER POLLUTION PREVENTION PLAN NOTES & DETAILS
C103 STORM WATER POLLUTION PREVENTION PLAN SITE MAP

ALL CONSTRUCTION SHALL CONFORM TO THE IOWA STATEWIDE URBAN DESIGN STANDARDS SPECIFICATIONS MANUAL AND DESIGN MANUAL, AND THE CITY OF COUNCIL BLUFFS SUPPLEMENTAL SPECIFICATIONS AND DRAWINGS, 2020 EDITION.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY THE PROPERTY HIS OFFICE OF THE PROPERTY HIS OFFICE OF THE STATE OF THE



Remember to Call Before You Dig! 1-800-292-8989

Request Utility Locate 48 Hours In Advance

SUE DATE: 08/10/2021
No.: DATE: BY: DESCRIPTION:

CHECKED: RMD
THIS DRAWING IS BEING WAS AND HER BY SOFFIME FOR USE ON THE PROJUCE OF A CONTRACT WITH SOFFIMER

COUNCIL BLUFFS
BATTERY SITE DEMOLITION
AVENUE

COVER SHEET

PROJECT NO.: 08047.001

0

GENERAL NOTES

1. 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 INTERPLIED.

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

2.REMOVALS OF ABANDONED UTILITIES THAT ARE SHOWN ON THE PLANS AND ENCOUNTERED DURING TRENCH EXCAVATION SHALL BE INCIDENTAL TO THE UNDERGROUND UTILITY BEING INSTALLED AND WILL NOT BE PAID FOR SEPARATELY UNIFES. INDICATED OTHERWISE ON THE PLANS.

3.PRIOR TO BEGINNING WORK ON THE FOLLOWING ITEMS, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR REVIEW PLANS FOR BY-PASS PUMPING, TRENCH SHORING, JACKING AND BORING, DEWATERING, TRAFFIC CONTROL, EMERGENCY ACTION PLAN (EAP) FOR WORK IN THE LEVEE CRITICAL ZONE AND PROVIDE SHORING OR SUPPORT DETAILS FOR WATER MAINS AND OTHER MAJOR UTILITY LINES THAT MUST REMAIN IN SERVICE.

4.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

5.THE CONTRACTOR SHALL MAKE ACCESS AVAILABLE TO ADJACENT PROPERTIES IN CASE OF EMERGENCIES. THE CONTRACTOR SHALL NOTITY THE CITY ENGINEER (712–328–4634) AND NON-EMERGENCY 911 (712–328–5737), 24 HOURS PRIOR TO CLOSING AND/OR OPENING ANY ROADS TO TRAFFIC. THE CONTRACTOR SHALL ADEQUATELY BARRICADE CLOSED ROADS DURING CONSTRUCTION TO INSURE PUBLIC SAFETY AND PROTECT NEW PAVEMENT FROM DAMAGE. ALL TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" U.S. DEPARTMENT OF TRANSPORTATION, LATEST EDITION.

6.REMOVAL AND REINSTALLATION OF MAILBOXES AS NECESSARY SHALL BE INCIDENTAL TO THE PROJECT UNLESS SPECIFIED OTHERWISE. THE CONTRACTOR SHALL NOTIFY THE POST OFFICE OF THE STREET CLOSING AND ARRANGE FOR AN ALTERNATE DROP BOX LOCATION AS NECESSARY.

7.SANITARY SEWER LATERALS DISRUPTED BY THE CONTRACTOR SHALL BE RECONNECTED TO THE SEWER DURING THE SAME DAY THAT THEY ARE DISRUPTED.

8.WHEN MILLING OF ASPHALT PAVEMENT IS A BID ITEM IN THE PLANS ALL MILLED ASPHALT PAVEMENT SHALL BE DELIVERED TO THE CITY PUBLIC WORKS YARD AT 1130 2ND AVENUE. CONSTRUCTION PHASING MAY REQUIRE MULTIPLE MOBILIZATIONS FOR MILLING OPERATIONS. OUT OF PHASE MILLING WILL NOT BE ALLOWED UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS. THE COST INVOLVED TO HAUL SALVAGED ITEMS TO THE CITY YARD SHALL BE INCIDENTAL TO REMOVAL FOR WHICH PAYMENT IS MADE.

9.REMOVAL OF EXISTING CITY SIGNS AS NECESSARY SHALL BE INCIDENTAL TO THE PROJECT UNLESS SPECIFIED OTHERWISE. ALL SIGNS SHALL BE REMOVED WITHOUT DAMAGE TO THE SIGNS. ANY DAMAGE TO SIGN(S) SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE REQUIRED TO REPLACE IN KIND AND\OR COMPENSATE THE CITY FOR DAMAGED SIGN(S). SIGNS SHALL BE DELIVERED WHEN REMOVED TO THE CITY TRAFFIC DEPARTMENT AT 1001 10TH AVENUE. SIGNS SHALL NOT BE STORED ON PROJECT SITE.

10. 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.

11. TO COMPLY WITH THE MIGRATORY BIRD TREATY ACT, TREES SHALL NOT BE REMOVED DURING THE PRIMARY NESTING SEASON DEFINED AS APRIL 15T 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.

12. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN PATHWAYS OPEN AND PASSABLE DURING CONSTRUCTION.

13.THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION AND TRANSPORTATION OF GARBAGE, YARD WASTE, AND RECYCLABLES FROM IN FRONT OF INDIVIDUAL PROPERTIES TO THE ENDS OF THE PROJECT LIMITS FOR PICKUP. AND RETURNED TO THE INDIVIDUAL PROPERTIES THE SAME DAY GARBAGE IS COLLECTED. THE CONTRACTOR SHALLCOORDINATE THE PICKUP LOCATION(S) WITH THE GARBAGE COLLECTOR.

14.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.

15.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.

16. THE ENGINEER WILL SET THE REQUESTED CONSTRUCTION STAKES UPON 48 HOUR ADVANCED NOTIFICATION BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF STAKES AND MARKS. THE OWNER WILL FURNISH THE STAKING THROUGH THE ENGINEER ONE TIME ONLY. ALL OTHER CONSTRUCTION STAKING SHALL BE FURNISHED BY THE CONTRACTOR.

RESTAKING, INCLUDING ASSOCIATED TRIP CHARGES, SHALL BE PAID BY THE CONTRACTOR TO THE OWNER WHO WILL REIMBURSE ENGINEER. THE OWNER MAY DEDUCT AMOUNTS FOR RESTAKING FROM PAYMENTS DUE TO THE CONTRACTOR.

17.STREETS SHALL NOT BE OPENED TO TRAFFIC UNTIL ALL STREET PAVEMENT HAS REACHED REQUIRED STRENGTH, ALL JOINTS HAVE BEEN SEALED, AND ALL DRIVEWAYS AND SIDEWALKS HAVE BEEN CONSTRUCTED UNLESS INDICATED OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER.

18. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYMENTS ASSOCIATED WITH ALL RETESTING RESULTING FROM FAILURE OF INITIAL COMPACTION TESTS. RETESTING, INCLUDING ASSOCIATED TRIP CHARGES, SHALL BE PAID BY THE CONTRACTOR TO THE OWNER. THE OWNER SHALLDEDUCT AMOUNTS FOR RETESTING FROM PAYMENTS DUE TO THE CONTRACTOR.

19.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.

20.THE CONTRACTOR SHALL TAKE ALL STEPS NECESSARY TO CONTROL SOIL EROSION AND FUGITIVE DUST DURING CONSTRUCTION. IF NECESSARY, HAY BALES, CHECK DAMS, SEDIMENT TRAPS OR ADDITIONAL SLIT 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 POLLUTION PREVENTION PLAN AND ADMINISTER IT THROUGHOUT THE PROJECT DURATION. THE CONTRACTOR SHALL PROVIDE WATER APPLICATIONS TO WET SUFFACES PRIOR TO DEMOLITION ACTIVITIES TO CONTROL DUST. THE CONTRACTOR SHALL CONTAIN RUNOFF ON SITE AND DISPOSE OF IT PER ANY APPLICABLE JURISDICTIONAL REQUIREMENTS. ALL DUST GENERATED BY THE PROJECT SHALL BE CONTAINED WITHIN THE PROJECT LIMITS.

21.THE CONTRACTOR SHALL CONSTRUCT THE NECESSARY EROSION CONTROL AND RUNOFF DETENTION STRUCTURES INCLUDED IN THE PLANS AND PER THE STORM WATER POLLUTION PREVENTION PLANS (SWPPP) PRIOR TO ANY GRADING ON THE PROJECT IN ORDER TO PREVENT SILT TRANSPORT AND SOIL TRACKING OUTSIDE OF THE PROJECT LIMITS. THE CONTRACTOR SHALL MAINTAIN AND WATER HAUL ROADS TO CONTROL FUGITIVE DUST.

22.ALL CONCRETE TRUCKS SHALL RETURN TO THE PLANT TO WASH OUT UNLESS THE CONTRACTOR PROVIDES A CONCRETE WASH OUT AREA AS DESCRIBED IN THE PLANS OR AS APPROVED BY THE ENGINEER. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND CLEAN UP OF THE WASH OUT LOCATION.

23.THE OWNER MAY CHARGE THE CONTRACTOR ACTUAL DAMAGES FOR FAILURE OF THE CONTRACTOR TO COMPLY WITH ANY PART OF THE CONTRACT, INCLUDING INCIDENTAL PROJECT REQUIREMENTS, FOR WHICH THE OWNER INCURS COSTS TO REMEDY. THE OWNER MAY CHARGE UP TO THE ACTUAL COST INCURRED BY THE OWNER FOR SUCH DAMAGES. THE OWNER MAY DEDUCT AMOUNTS FOR DAMAGES FROM PAYMENTS DUE TO THE CONTRACTOR.

24.ALL SIDEWALKS, SHARED USE PATHS, PEDESTRIAN CURB RAMPS, AND DRIVEWAYS SHALL BE CONSTRUCTED TO MEET THE MINIMUM REQUIREMENTS OF DIVISION 7 SECTION 7030 OF THE SUDAS STANDARD SPECIFICATIONS. ALL WORK COMPLETED THAT DOES NOT MEET THESE REQUIREMENTS SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY.

25.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 RE-HYDROMULCHING IN AREAS THAT DO NOT MEET SPECIFICATIONS. ANY ADDITIONAL WORK WILL BE AT THE EXPENSE OF THE CONTRACTOR.

26.THE CONTRACTOR SHALL NOT INSTALL MANHOLE INFILTRATION BARRIERS UNTIL AFTER THE ENGINEER AND CITY REPRESENTATIVE(S) HAVE INSPECTED THE MANHOLE(S). ONCE THE INSPECTION OF MANHOLE(S) HAS BEEN COMPLETED AND IS ACCEPTABLE, THE INFILTRATION BARRIER MAY BE INSTALLED. THE INFILTRATION BARRIERWILL THEN BE INSPECTED BY THE ENGINEER AND CITY REPRESENTATIVE(S) FOR APPROVAL. BACKFILL AROUND THE MANHOLE SHALL NOT BE COMPLETED UNTIL AFTER THE INSPECTION OF THE INFILTRATION BARRIER HAS OCCURRED WHEN USING AN EXTERNAL BARRIER.

 $27.\mathsf{CONCRETE}$ 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.

 $28. {\tt CONCRETE}$ FOR SIDEWALKS AND CURB AND GUTTER SHALL BE CV-QMC-C15 MIX PER CITY OF COUNCIL BLUFFS SUPPLEMENTAL SPECIFICATIONS.

29.WHEN CONSTRUCTION OPERATIONS WILL IMPACT PUBLIC STREETS AND RICHTS-OF-WAY, CONTRACTOR SHALL PROVIDE TEMPORARY TRAFFIC CONTROL PER MUTCD REQUIREMENTS THROUGHOUT DURATION OF IMPACT. TRAFFIC CONTROLS MUST BE IN PLACE PRIOR TO START OF THIS WORK AND REMAIN IN PLACE UNTIL THIS WORK IS

30. PRIOR TO CLOSURE OF ANY PUBLIC STREET OR RIGHT-OF-WAY, INCLUDING THE ALLEY WEST OF THE BUILDING, CONTRACTOR SHALL PROVIDE NOTIFICATION TO ALL AFFECTED PROPERTY OWNERS AND CITY REPRESENTATIVE A MINIMUM OF 72 HOURS IN ADVANCE OF CLOSURE. NO CLOSURE SHALL ENDURE MORE THAN 5 SUCCESSIVE BUSINESS DAYS WITHOUT ADVANCE WRITTEN APPROVAL FROM THE CITY AND NOTIFICATION OF ALL PROPERTY OWNERS.

31. NO SOIL SHALL BE REMOVED FROM THE SITE. THIS INCLUDES ANY SUBSIDIARY SOIL ATTACHED TO ITEMS TO BE REMOVED.

32. REMOVAL OF ASBESTOS—CONTAINING MATERIALS (ACM) IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE A SEPARATE BID PRICE FOR THIS PORTION OF THE SCOPE OF WORK THE TABLE BELOW IS AN APPROXIMATION OF THE ACM THAT WILL BE ENCOUNTERED BASED ON AN INSPECTION CONDUCTED BY THE CITY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL MATERIALS AND QUANTITIES.

ASBESTOS CONTAINING MATERIALS LIST						
SAMPLE #	MATERIAL Substance	COLOR	FLOOR	LOCATION	ASBESTOS CONTENT	EST. Quantity
20EL0618-10	TAR	BLACK	R00F	FLASHINGS/PROTRUSIONS/ PARAPET WALL	2% CHRYSOTILE	250 SF
20EL0618-13	CAULK	GRAY	EXT.	WALL PROTRUSIONS	2% CHRYSOTILE	10 F

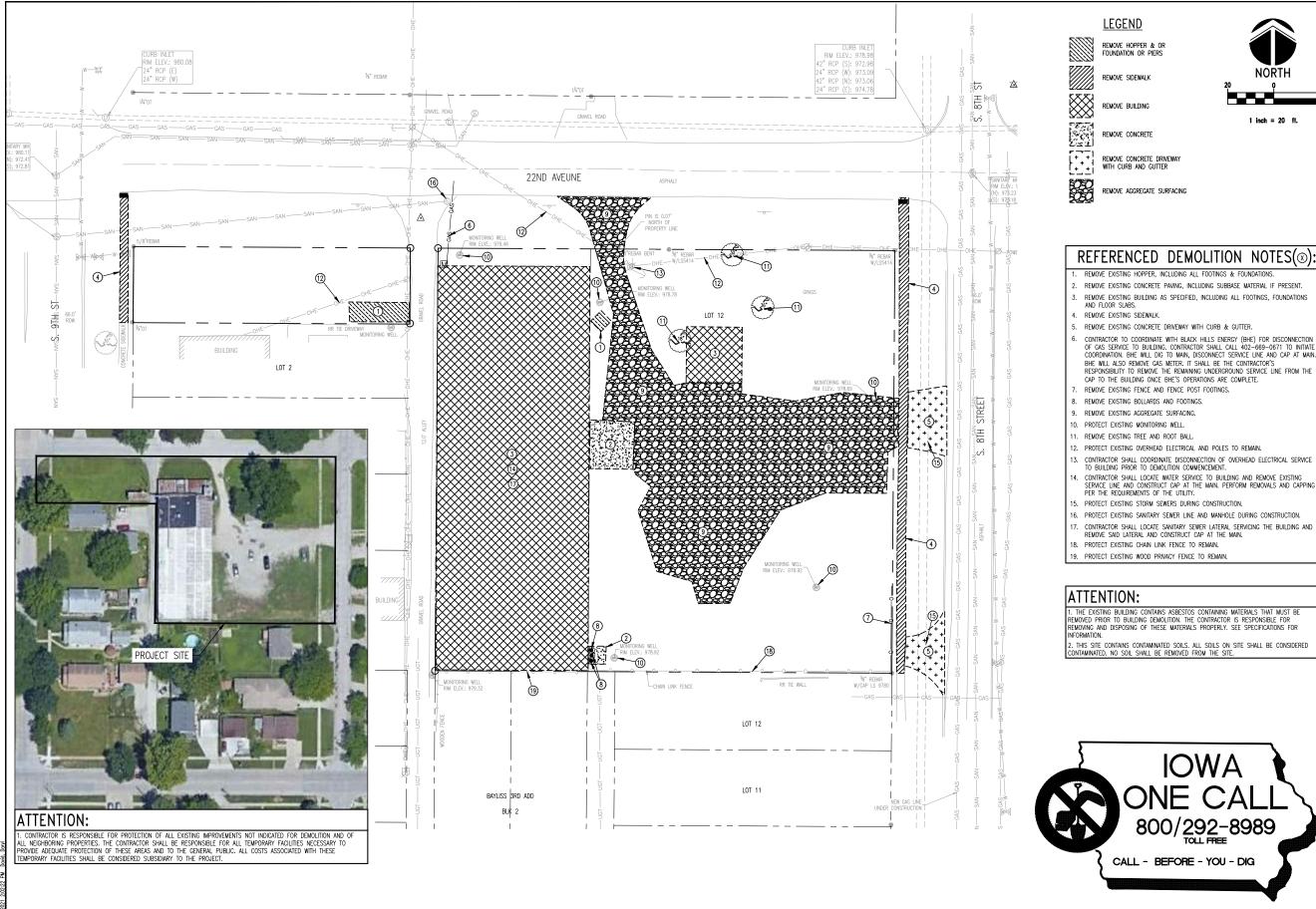
> CHEMMER Sugar and Property Seed and Constitutes

OUNCIL BLUFFS
TERY SITE DEMOLITION

CITY OF COUNCIL RELIANCE BATTERY SITE 813 22ND AVENUE COUNCIL BLUFFS, IA GENERAL NOTES

PROJECT NO.: 08047.001

C000



1 inch = 20 ft.

REFERENCED DEMOLITION NOTES(⊗):

- CONTRACTOR TO COORDINATE WITH BLACK HILLS ENERGY (BHE) FOR DISCONNECTION OF GAS SERVICE TO BUILDING. CONTRACTOR SHALL CALL 402-669-0671 TO INITIATE COORDINATION. BHE WILL DIG TO MAIN, DISCONNECT SERVICE LINE AND CAP AT MAIN. BHE WILL ALSO REMOVE GAS METER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE THE REMAINING UNDERGROUND SERVICE LINE FROM THE CAP TO THE BUILDING ONCE BHE'S OPERATIONS ARE COMPLETE.
- 13. CONTRACTOR SHALL COORDINATE DISCONNECTION OF OVERHEAD ELECTRICAL SERVICE TO BUILDING PRIOR TO DEMOLITION COMMENCEMENT.
- 14. CONTRACTOR SHALL LOCATE WATER SERVICE TO BUILDING AND REMOVE EXISTING SERVICE LINE AND CONSTRUCT CAP AT THE MAIN. PERFORM REMOVALS AND CAPPING PER THE REQUIREMENTS OF THE UTILITY.

2. THIS SITE CONTAINS CONTAMINATED SOILS. ALL SOILS ON SITE SHALL BE CONSIDERED CONTAMINATED. NO SOIL SHALL BE REMOVED FROM THE SITE.



K SCHEMM September 2017

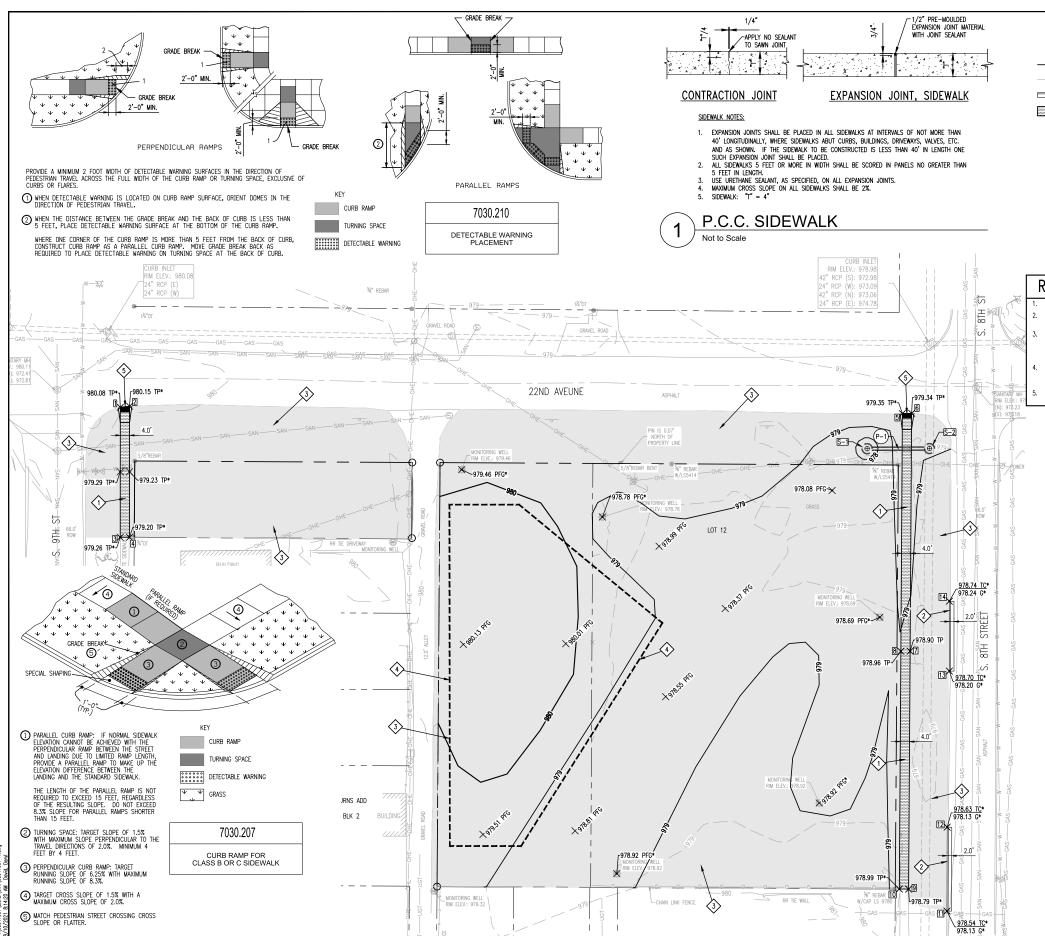
> PLAN DEMOLITION

F COUNCIL F BATTERY SITE I D AVENUE BLUFFS, IA CITY OF COUN RELIANCE BATTERY 813 22ND AVENUE COUNCIL BLUFFS, ISITE DEMOLITIC

BLUFFS DEMOLITION

PROJECT NO.: 08047.001

C001



LEGEND

— PROPOSED CONTOUR — XX —

EXISTING CONTOUR

PROPOSED CONCRETE CURB & GUTTER

PERMIT NUMBER TBD

1 inch = 20 ft.

PROPOSED 4" P.C.C. SIDEWALK

TOP OF CURB ELEVATION GUTTER FLEVATION

TOP OF PAVEMENT ELEVATION

PEG FINISH GRADE FLEVATION

FIELD VERIFY EXISTING ELEVATION

RESPREAD TOPSOIL AND CONSTRUCT PERMANENT SEEDING WITH MULCH AS

DRAWN

化

∑ ∑

I

SC

PLAN

REFERENCED CONSTRUCTION NOTES(🗞):

- CONSTRUCT 4" P.C.C. SIDEWALK, SEE DETAIL 1 THIS SHEET.
- CONSTRUCT 6" CONCRETE CURB & GUTTER PER IOWA SUDAS FIGURE 7010.102 WITH BT JOINT WHERE ABUTS EXISTING PAVEMENT.
- RESPREAD TOPSOIL EVENLY OVER ALL DISTURBED AREAS AND CONSTRUCT AND MAINTAIN PERMANENT RESPICION OF SOIL CURITY OF A MEDICAL BETTYPE 1 SEED MIXTURE PER THE SUDAS STANDARD SPECIFICATIONS. ALL SEEDING WITH SUDAS STANDARD SPECIFICATIONS. ALL SEEDING OPERATIONS, INCLUDING PREPARATION OF SOIL, FERTILIZING, APPLICATION AND MAINTENANCE SHALL BE PER THE SAME SPECIFICATIONS.
- IF EXCESS SOILS RESULT FROM THE CONSTRUCTION AND GRADING, THESE SOILS CAN BE SPOILED IN THE AREA INDICATED. SOILS MUST BE FREE OF ALL DEBRIS AND DELETERIOUS MATERIAL AND SPREAD EVENLY OVER THE AREA SHOWN PRIOR TO PLACEMENT OF TOPSOIL.
- CONSTRUCT CURB RAMP WITH TRUNCATED WARNING SURFACE PER IOWA SUDAS DETAILS 7030.207 AND 7060.210 AND APPLICABLE IOWA SUDAS SPECIFICATIONS. SEE DETAILS THIS SHEET.

LAYOUT COORDINATES					
POINT #	NORTHING	EASTING			
1	6960891.57	16465848.89			
2	6960892.02	16465852.89			
3	6960835.37	16465848.85			
4	6960835.37	16465852.85			
5	6960888.86	16466187.05			
6	6960888.98	16466191.05			
7	6960786.12	16466190.39			
8	6960786.08	16466186.39			
9	6960683.26	16466189.73			
10	6960683.29	16466185.73			
11*	6960673.76	16466206.32			
12*	6960710.04	16466206.42			
13*	6960777.53	16466207.36			
14*	6960807.73	16466207.36			

FIELD VERIFY TO MATCH ENDS OF CURB AND GUTTER REMAINING AFTER REMOVALS ARE COMPLETED.

STORM SEWER STRUCTURE TABLE (S=x):

STRUCTURE NAME	TYPE	DETAILS	LOCATION
S-1	PRECAST CIRCULAR AREA INTAKE, CASE 1 WITH SW-604 TYPE 3 CASTINGS PER IOWA SUDAS FIGURE 6010.512	RIM: 977.90 (FG) I.E. 12": 973.40 (E)	N: 6960873.69 E: 16466171.81
S-2	TEE SECTION STORM SEWER MANHOLE OVER EXISTING 42" STORM SEWER PER IOWA SUDAS FIGURE 6010.405	RIM: 979.13 (FG) I.E. 12": 972.86 (W) I.E. 42": 972.50*	N: 6960873.74 E: 16466198.77

STORM	M SEWE	ER PIPE	. TA	BLE(=>):
NAME	SIZE	LENGTH		SLOPE
P-1	12"	26.96		2.00%

BLUFFS DEMOLITION GRADING F COUNCIL BATTERY SITE AVENUE ≤ શ્ર CITY OF COUN RELIANCE BATTERY 813 22ND AVENUE COUNCIL BLUFFS, SITE LAYOUT 8

PROJECT NO.: 08047.001

EROSION CONTROL PROCEDURES:

- THE CONTRACTOR SHALL COMPLY WITH EROSION CONTROL PROCEDURES SET FORTH ON THESE PLANS AND IN THE SPECIFICATIONS. ALL EROSION CONTROL EFFORTS SHALL BE CONSIDERED INCIDENTAL T THE PROJECT, THIS INCLUDES REMOVAL OF ACCUMULATED SEDIMENT,
- ALL SEDIMENT TRAPS (IF USED) SHALL BE CLEANED OUT AND RESTORED TO ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/2 THE DESIGN DEPTH OF THE TRAP. SILT FENCES SHALL BE CLEANED OUT WHEN THE FENCE BEGINS TO "BULGE". SILT FENCE WILL REQUIRE COMPLE REPLACEMENT WHEN TEARS OR RIPS FORM IN THE FENCE OR WHEN THE FENCE HAS BEEN COMPLETELY UNDERMINED.
- WHEN EROSION CONTROL DEVICES ARE CLEANED OUT, SEDIMENT MUST EITHER BE DISTRIBUTED OVER THE SITE OR PLACED UPSTREAM OF THE STRUCTURE. SEDIMENT MUST NEVER BE PLACED DOWNSTREAM OF THE STRUCTURE.
- ALL GRADED OR CLEARED AREAS THAT ARE SUBJECT TO EROSION FOR MORE THAN 14 DAYS SHALL BE TEMPORARILY SEEDED
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY EROSION CONTROL DEVICES AS SHOWN I THE DRAWINGS. CONTRACTOR SHALL MAINTAIN TEMPORARY EROSION CONTROL DEVICES UNTIL THE S
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF ALL GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES. ANY CONSTRUCTION OR MAINTENANCE ISSUES REGARDING EROSION CONTROL METHODS WILL BE DIRECTED TO THE GENERAL CONTRACTOR. THE CONTRACTOR WILL HAVE 24 HOURS AFTER NOTIFICATION TO REMEDY ANY ITEMS THAT ARE ADDRESSED.

GENERAL NOTES:

- MAINTAIN RECORDS OF CONSTRUCTION ACTIVITIES
- IN ADDITION TO THE INSPECTION AND MAINTENANCE REPORTS. KEEP RECORDS OF THE CONSTRUCTION ACTIVITY ON THE SITE, INCLUDING:

 1. THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR IN A PARTICULAR AREA
- 2. THE DATES WHEN CONSTRUCTION ACTIVITIES CEASE IN AN AREA, TEMPORARILY OR PERMANENTL 3. THE DATES WHEN AN AREA IS STABILIZED, TEMPORARILY OR PERMANENTLY.
- UPDATE/CHANGE THE PLAN TO KEEP THE PLAN CURRENT

COMPLY WITH THE NPDES STORM WATER GENERAL PERMIT, THE PLAN MUST ACCURATELY REFLECT SI FEATURES AND OPERATIONS. WHEN IT DOES NOT, THE PLAN MUST BE CHANGED. CHANGE PLAN AS NECESSARY TO REFLECT SITE FEATURES AND OPERATIONS TO MINIMIZE POLLUTANT DISCHARGE FROM THE SITE. KEEP A RECORD OF ALL CHANGES.

1. IDENTIFY ANY CHANGE IN OWNERSHIP OR TRANSFERENCE OF THE PERMIT AND PERMIT

- RESPONSIBILITIES.

 2. MODIFY PLAN WITHIN 7 DAYS TO COMPLY WITH THE MINIMUM STANDARDS ESTABLISHED IN THE
- REPORT ANY HAZARDOUS CONDITIONS AND UPDATE THE PLAN

NOT MORE THAN SIX HOURS AFTER THE ONSET OF A HAZARDOUS CONDITION THE IDNR AND LOCAL SHERIFF'S OFFICE OR THE OFFICE OF THE SHERIFF OF THE AFFECTED COUNTY SHALL BE NOTIFIED. THE STORM WATER POLLUTION PREVENTION PLAN MUST BE MODIFIED WITHIN 14 CALENDAR DAYS OF HAZARDOUS CONDITION

- DESCRIBE THE RELEASE AND THE CIRCUMSTANCES LEADING TO THE RELEASE.
 DENTIFY AND IMPLEMENT STEPS TO PREVENT THE REOCCURRENCE OF SUCH RELEASES.
- PROVIDE FOR PLAN LOCATION AND ACCESS

THE GENERAL PERMIT HAS SPECIFIC REQUIREMENTS REGARDING PLAN LOCATION AND ACCESS. PLAN LOCATION - A COPY OF THE POLLUTION PREVENTION PLAN MUST BE KEPT AT THE CONSTRUCTION SITE AT ALL TIMES.

RETENTION OF RECORDS - RETENTION OF RECORDS FOR 3 YEARS AFTER THE COMPLETION OF FINAL SITE STABILIZATION.

ACCESS – ALTHOUGH PLANS AND ASSOCIATED RECORDS ARE NOT NECESSARILY REQUIRED TO BE

SUBMITTED TO THE IDNR. THESE DOCUMENTS MUST BE MADE AVAILABLE UPON REQUIRED TO THE DEPARTMENT OF NATURAL RESOURCES.

CONSTRUCTION ACTIVITIES & SCHEDULING

INSTALL ALL BMP'S NEEDED AND ASSOCIATED WITH THE GRADING PHASE SUCH AS STABILIZED CONSTRUCTION ENTRANCES, SILT BASINS, RISER PIPES OUTLET PIPES SILT TRAPS SILT FENCE VERSIONS, TERRACES, AND ETCETERA

PROCEED WITH STRIPPING OF EXISTING VEGETATION PLAN, WHILE DISTURBING NO MORE THAN NECESSARY.

PROCEED WITH INFRASTRUCTURE INSTALLATION.

IMPLEMENT THE INSTALLATION OF TEMPORARY SEEDING, PERMANENT SEEDING, AND/OR MULCHING.

IMPLEMENT THE INSTALLATION OF ALL BMP'S NEEDED BUILDING PHASE BMP'S MUST BE INSTALLED AND ASSOCIATED WITH THE BUILDING PHASE. CONCURRENTLY WITH LOT DEVELOPMENT. PROCEED WITH REMOVAL OF BMP'S.

PRIOR TO ANY STRIPPING OF EXISTING VEGETATION

AFTER INSTALLING ALL BMP'S NEEDED AND ASSOCIATED WITH THE GRADING PHASE. FURTHERMORE, INSPECTOR APPROVAL MUST BE OBTAINED BEFORE THE START OF ANY STRIPPING O EXISTING VEGETATION OR GRADING. INFRASTRUCTURE INSTALLATION MUST OCCUR PRIOR

STABILIZATION MEASURES MUST BE INITIATED AS SOON AS POSSIBLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARIL' OR PERMANENTLY CEASED, BUT IN NO CASE MORE

THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

BMP'S MAY NOT BE REMOVED UNTIL EACH IMPACTED

DRAINAGE BASIN HAS BEEN FULLY DEVELOPED. FULL DEVELOPMENT SHALL MEAN INSTALLATION OF PAVEMENT, BUILDINGS, AND UTILITIES, LANDSCAPING, AND FULLY ESTABLISHED PERMANENT SEEDING. FURTHERMORE, INSPECTOR APPROVAL MUST BE OBTAINED BEFORE THE REMOVAL OF ANY BMP'S

MAINTENANCE SCHEDULE

E FOLLOWING MAINTENANCE SCHEDULE HAS BEEN PROVIDED. THE INSPECTOR MUST PERFORM THE SPECTIONS THE OPERATOR/CONTRACTOR MUST PERFORM ALL NEFDED MAINTENANCE FURTHERMORE ALL ROSION CONTROL FEATURES REQUIRING MAINTENANCE MAY NOT BE LISTED BELOW. THE OPERATOR/CONTRACTOR AND INSPECTOR MUST PERFORM THEIR RESPECTIVE DUTIES ON ALL BMP'S THAT AF T LISTED BELOW AS WELL.

- CONSTRUCTION ENTRANCE THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR THE WASHING AND REWORKING OF EXISTING STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY STRUCTURES USED TO TRAF SEDIMENT, ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAY OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY. THE USE OF WATER TRUCKS TO REMOVE MATERIALS DROPPED, WASHED, OR TRACKED ONTO ROADWAYS WILL NOT BE PERMITTED UNDER ANY
- STRAW BALE BARRIER THE MAINTENANCE MEASURES ARE AS FOLLOWS: (2.1) STRAW BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL: (2.2) CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES; (2.3) NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY; (2.4) SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH RAINFALL, THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER; AND (2.5) ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO T EXISTING GRADE, PREPARED AND SEEDED.
- SILT FENCE THE MAINTENANCE MEASURES ARE AS FOLLOWS: (3.1) SILT FENCES SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY: (3.2) CLOSE ATTENTION SHALL BE PAID TO T REPAIR OF DAMAGED SILT FENCES RESULTING FROM END RUNS AND UNDERCUTTING; (3.3) SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FARRIC SHALL BE REPLACED PROMPTLY; (3.4) SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DISPOSITION REACHES APPROXIMATELY ONE—HALF THE HEIGHT OF THE BARRIER; AND (3.5) ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
- STORM DRAIN INLET PROTECTION THE MAINTENANCE MEASURES ARE AS FOLLOWS: (4.1) STRUCTURES SHALL BE INSPECTED AFTER FACH RAIN AND REPAIRS MADE AS NECESSARY AND (4.2) STRUCTURES SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE REMAINING DRAINAGE AREA
- TEMPORARY DIVERSION DIKE THE MEASURE SHALL BE INSPECTED AFTER EVERY STORM AND REPAIRS MADE TO THE DIKE, FLOW CHANNEL, OUTLET OR SEDIMENT TRAPPING FACILITY, AS NECESSARY. ONCE EVERY TWO WEEKS, WHETHER A STORM EVENT HAS OCCURRED OR NOT, THE MEASURE SHALL BE INSPECTED AND REPAIRS MADE IF NEFDED, DAMAGES CAUSED BY CONSTRUCTION TRAFFIC OR OTHER ACTIVITY MUST BE REPAIRED BEFORE THE END OF EACH WORKING DAY
- TEMPORARY FILL DIVERSION SINCE THE PRACTICE IS TEMPORARY AND UNDER MOST SITUATIONS WI DECOVERED THE NEXT WORKING DAY. THE MAINTENANCE REQUIRED SHOULD BE LOW. IF THE PRACTICE IS TO REMAIN IN USE FOR MORE THAN ONE DAY, AN INSPECTION SHALL BE MADE AT THE END OF EACH WORK DAY AND REPAIRS MADE TO THE MEASURE IF NEEDED. THE OPERATOR/CONTRACTOR SHOULD AVOID THE PLACEMENT OF ANY MATERIAL OVER THE STRUCTURE WHILE IT IS IN USE. CONSTRUCTION TRAFFIC SHOULD NOT BE PERMITTED TO CROSS THE DIVERSION.
- TEMPORARY SEDIMENT TRAP THE MAINTENANCE MEASURES ARE AS FOLLOWS: (7.1) SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE HALF OF THE DESIGN VOLUME OF WET STORAGE, SEDIMENT REMOVAL FROM THE BASIN SHALL BE DEPOSITED IN A SUITABLE AREA IN SUCH A MANNER THAT IT WILL NOT ERODE AND CAUSE SEDMENTATION PROBLEMS; (7.2) FILTER STONE SHALL BE REGULARLY CHECKED TO ENSURE THAT FILTRATION PERFORMANCE IS MAINTAINED, STONE CHOKED WITH SEDMENT SHALL BE REMOVED AND CLEANED OR REPLACED; AND (7.3) THE STRUCTURE SHOULD BE CHECKED REGULARLY TO ENSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT, THE HEIGHT OF THE STONE OUTLET SHOULD BE CHECKED TO ENSURE THAT ITS CENTER IS AT LEAST I FOOT BELOW THE TOP OF THE EMBANMENT.
- TEMPORARY SEDIMENT BASIN THE BASIN EMBANKMENT SHOULD BE CHECKED REGULARLY TO ENSURE THAT IT IS STRUCTURALLY SOUND AND HAS NOT BEEN DAMAGED BY EROSION OR CONSTRUCTION EQUIPMENT. THE EMERGENCY SPILLWAY SHOULD BE CHECK REGULARLY TO ENSURE THAT ITS LINING IS WELL ESTABLISHED AND EROSION—RESISTANT. THE BASIN SHOULD BE CHECKED AFTER FACH RAINFALL PRODUCING RUNOFF FOR SEDIMENT CLEANOLIT AND TRASH REMOVAL WHEN THE SEDIMENT REACHES THE CLEANOUT LEVEL, IT SHALL BE REMOVED AND PROPERLY DISPOSED OF
- TEMPORARY SEEDING AREAS WHICH FAIL TO ESTABLISH VEGETATIVE COVER ADEQUATE TO PREVENT RILL EROSION WILL BE RE-SEEDED AS SOON AS SUCH AREAS ARE IDENTIFIED. CONTROL WEEDS B'
- PERMANENT SEEDING THE MAINTENANCE MEASURES AS FOLLOWS: (10.1) IN GENERAL, A STAND OF VEGETATION CANNOT BE DETERMINED TO BE FULLY ESTABLISHED UNTIL IT HAS BEEN MAINTAINED FOR ONE FULL YEAR AFTER PLANNING; (10.2) NEW SEEDLINGS SHALL BE SUPPLIED WITH ADEQUATE MOISTURE, SUPPLY WATER AS NEEDED, ESPECIALLY LATE IN THE SEASON, IN ABNORMALLY HOT OR DRY CONDITIONS OR ON ADVERSE SITES WATER APPLICATIONS SHALL BE CONTROLLED TO PREVENT EXCESSIVE RUNOFF; (10.3) INSPECT ALL SEEDED AREAS FOR FAILURES AND MAKE NECESSARY REPAIRS, REPLACEMENTS, AND RESEEDINGS WITHIN THE PLANTING SEASON, IF POSSIBLE: [10.3.A] IF STAND IS INADEQUATE FOR EROSION CONTROL, OVER SEED AND FERTILIZE USING HALF OF THE RATES ORIGINALLY SPECIFIED; [10.3.B] IF STAND IS 60% DAMAGED, RE-ESTABLISH FOLLOWING SEEDBED AND SEEDING RECOMMENDATIONS: [10.3.C] IF STAND HAS LESS THAN 40% COVER, RE-EVALUATE CHOICE OF PLANT MATERIALS AND QUANTITIES OF LIME AND FERTILIZER, THE SOIL MUST BE TESTED TO DETERMINE IF ACIDITY OR NUTRIENT IMBALANCES ARE RESPONSIBLE, RE-ESTABLISH THE STAND FOLLOWING SEEDBED AND SEEDING RECOMMENDATIONS.
- MULCHING ALL MULCHES AND SOIL COVERINGS SHOULD BE INSPECTED PERIODICALLY (PARTICULARL' AFTER RAINSTORMS) TO CHECK FOR FROSION, WHERE FROSION IS OBSERVED IN MULICHED AREAS. AFTER MUNISORMANS TO CHECK FOR EROSIONI, WHERE EROSIONI SOSERVED IN MULICHED ARCAS, ADDITIONAL MULICH SHOULD BE APPLIED, NETS AND MATS SHOULD BE INSPECTED AFTER RANTORMS FOR DISLOCATION OR FAILURE. IF WASHOUTS OR BREAKAGE OCCUR, REINSTALL NETTING OR MATTING AS NECESSARY AFTER REPAIRING DAMAGE TO THE SLOPE OR DITCH. INSPECTIONS SHOULD TAKE PLACI UNTIL GRASSES ARE FIRMLY ESTABLISHED. WHERE MULCH IS USED IN CONJUNCTION WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE; REPAIR AS NEEDED.
- SOIL STABILIZATION BLANKETS & MATTING ALL SOIL STABILIZATION BLANKETS AND MATTING SHOULD BE INSPECTED PERIODICALLY FOLLOWING INSTALLATION, PARTICULARLY AFTER RAINSTORMS TO CHECK FOR EROSION AND UNDERMINING. ANY DISLOCATIONS OR FAILURE SHOULD BE REPAIRED IMMEDIATELY. IF WASHOUTS OR BREAKAGE OCCURS. REINSTALL THE MATERIAL AFTER REPAIRING DAMAGE TO THE SLOPE OR DITCH CONTINUE TO MONITOR THESE AREAS LINTUL WHICH TIME THEY RECOME PERMANENTLY STABILIZED; AT THAT TIME ANNUAL INSPECTIONS SHOULD BE ADEQUATE.
- STREET CLEANING / SWEEPING THE MAINTENANCE MEASURES ARE AS FOLLOWS: (13.1) EVALUATE ACCESS POINTS DAILY FOR SEDIMENT TRACKING; (13.2) WHEN TRACKED OR SPILLED SEDIMENT IS FOUND ON PAVED SURFACES, IT WILL BE REMOVED DAILY, DURING TIME OF HEAVY TRACK-OUT, SUCH AS DURING RAINS, CLEANING MAY BE DONE SEVERAL TIMES THROUGHOUT THE DAY; (13.3) UNKNOWN SPILLS OR OBJECTS WILL NOT BE MIXED WITH THE SEDIMENT: AND (13.4) IF SEDIMENT IS MIXED WITH OTHER POLLUTANTS, IT WILL BE DISPOSED OF PROPERLY AT AN AUTHORIZED LANDFILL.

CONTRACTOR CERTIFICATION STATEMENT:

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE CENERAL NATIONAL POLITITANT DISCHARGE FLIMINATION SYSTEM (NPDES) PERMIT THAT ALITHORIZES TH STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION. FURTHER, BY MY SIGNATURE, I UNDERSTAND THAT I AM BECOMING A CO-PERMITEE, ALONG WITH THE OWNER(S) AND OTHER CONTRACTORS AND SUBCONTRACTORS SIGNING SUCH CERTIFICATIONS, TO THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES GENERAL PERMI NO. 2 FOR "STORM WATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY FOR CONSTRUCTION ACTIVITIES" AT THE IDENTIFIED SITE. AS A CO-PERMITTEE, I UNDERSTAND THAT I, AND MY COMPANY, AGITMITES AT THE UDITINED SITE. AS A CO-PENNITE, I ONDERSTAND THAT I, AND MY COMPANY, ARE LEGALLY REQUIRED UNDER THE CLEAN WATER ACT AND THE CODE OF 10MA, TO ENSURE COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE STORM WATER POLLUTION PLAN DEVELOPED UNDER THIS NPDES PERMIT AND THE TERMS OF THIS NPDES PERMIT.

THIS CERTIFICATION MUST INCLUDE THE NAME AND TITLE OF THE PERSON PROVIDING THE SIGNATURE; THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE CONTRACTING FIRM AND THE DATE THE CERTIFICATION IS MADE. SUBCONTRACTORS SHALL ALSO CERTIFY. SIGNATURES SHALL BE AFFIXED TO

SIGNATURE NAME: TITLE: NAME: TITLE: COMPANY: COMPANY ADDRESS: PHONE NUMBER PHONE NUMBER:

SIGNATURE: SIGNATURE NAME: TITLE: COMPANY NAME: TITLE: COMPANY ADDRESS: ADDRESS PHONE NUMBER PHONE NUMBER

NPDES INFORMATION (GENERAL PERMIT NO. 2):

- THE U.S. DEPARTMENT OF AGRICULTURE SOIL CONSERVATION SERVICE SOIL SURVEY OF POTAWATTAMII COUNTY DESCRIBES THE SOILS ON THE SITE AS SANDY CLAY LOAM.
- THE RECEIVING WATER FROM THE SITE IS MOSQUITO CREEK.
- THE PURPOSE OF THE PROJECT IS TO REMOVE ALL EXISTING IMPROVEMENTS ON THE SITE AND RESTORE IT TO A GRASSED LOT.
- THE CONTRACTOR SHALL PROVIDE QUALIFIED PERSONNEL TO INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT REACHED "FINAL STABILIZATION" AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER. AN INSPECTION AND MAINTENANCE CHECKLIST SHALL BE PROVIDED BY THE CONTRACTOR WHICH DOCUMENTS ALL INSPECTIONS AND ANY MAINTENANCE NEEDED AND COMPLETED.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE NPDES PERMIT.

CONTROLS IMPLEMENTATION:

CONSTRUCT OR PERFORM THE CONTROLS OVER EROSION, SEDIMENTATION AND OTHER WASTE, AS INDICATED IN THE STORM WATER POLLUTION PREVENTION PLAN. THE CONTROLS MUST BE CONSTRUCTED IN THE ORDER INDICATED IN THE CONSTRUCTION ACTIVITIES & SCHEDULING.

STABILIZATION CONTROLS (MEASURES) MUST BE APPLIED WITHIN THE TIME FRAME SPECIFIED IN THE GENERAL PERMIT

INSPECT AND MAINTAIN CONTROLS

INSPECTIONS — THE GENERAL PERMIT REQUIRES INSPECTION EVERY 7 DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF 0.5 INCH OR GREATER OF RAINFALL. ALL DISTURBED AREAS OF THE SITE, AREAS FOR MATERIAL STORAGE, LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE, ALL OF THE FROSION AND SEDIMENT CONTROLS THAT WERE IDENTIFIED AS PART OF THE PLAN, AND ACCESSIBLE DISCHARGE LOCATIONS MUST BE INSPECTED. CONTROLS MUST BE IN GOOD OPERATING CONDITION UNTIL THE CONSTRUCTION ACTIVITY IS COMPLETE AND FINAL STABILIZATION HAS BEEN REACHED

PREPARE AN INSPECTION REPORT OF THE POLLUTION CONTROL MEASURES. THE REPORT SHALL:

- A) SUMMARIZE THE SCOPE OF THE INSPECTION
-) PROVIDE THE NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION C) DATE(S) OF THE INSPECTION
- IDENTIFY ANY DAMAGES OR DEFICIENCIES IN THE CONTROL MEASURES (INCLUDE PICTURES)
- E) IDENTIFY WHAT ACTIONS WILL BE TAKEN TO MODIFY POLLUTION CONTROL PRACTICES.

THESE REPORTS DOCUMENT THE INSPECTION OF THE POLLUTION PREVENTION MEASURES. INSPECTION REPORTS MUST CONTAIN THE FOLLOWING CERTIFICATION STATEMENT AND BE SIGNED IN ACCORDANCE WITH THE SIGNATORY REQUIREMENTS FOUND IN THE GENERAL PERMIT (I.E., PRINCIPAL EXECUTIVE OFFICER, VICE-PRESIDENT, GENERAL PARTNER, PROPRIETOR, ELECTED OFFICIAL).

INSPECTION REPORT CERTIFICATION STATEMENT:

"I CERTIFY LINDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED. UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED O MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR CATHERING THE INFORMATION THE INFORMATION SUBMITTED IS TO THE BEST OF MY KNOWLEDGE AND BELIEF TRUE ACCURATE AND COMPLETE I AM AWARE THAT THERE AR SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS."

MAINTENANCE/REPAIRS — USE THE INSPECTION REPORTS TO RECORD SCHEDULED MAINTENANCE. ANY CHANGES THAT MAY BE REQUIRED TO CORRECT DEFICIENCIES IN THE STORM WATER POLLUTION PREVENTION PLAN NOTED DURING AN INSPECTION SHOULD BE MADE AS SOON AS PRACTICAL AFTER AN INSPECTION BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION.

PERMIT NUMBER TBD

SWPPP INDEX OF SHEETS:

C101 SITE LAYOUT & GRADING PLAN

C102 STORM WATER POLLUTION PREVENTION PLAN NOTES & DETAILS

C103 STORM WATER POLLUTION PREVENTION PLAN SITE MAP



LOCATION MAP

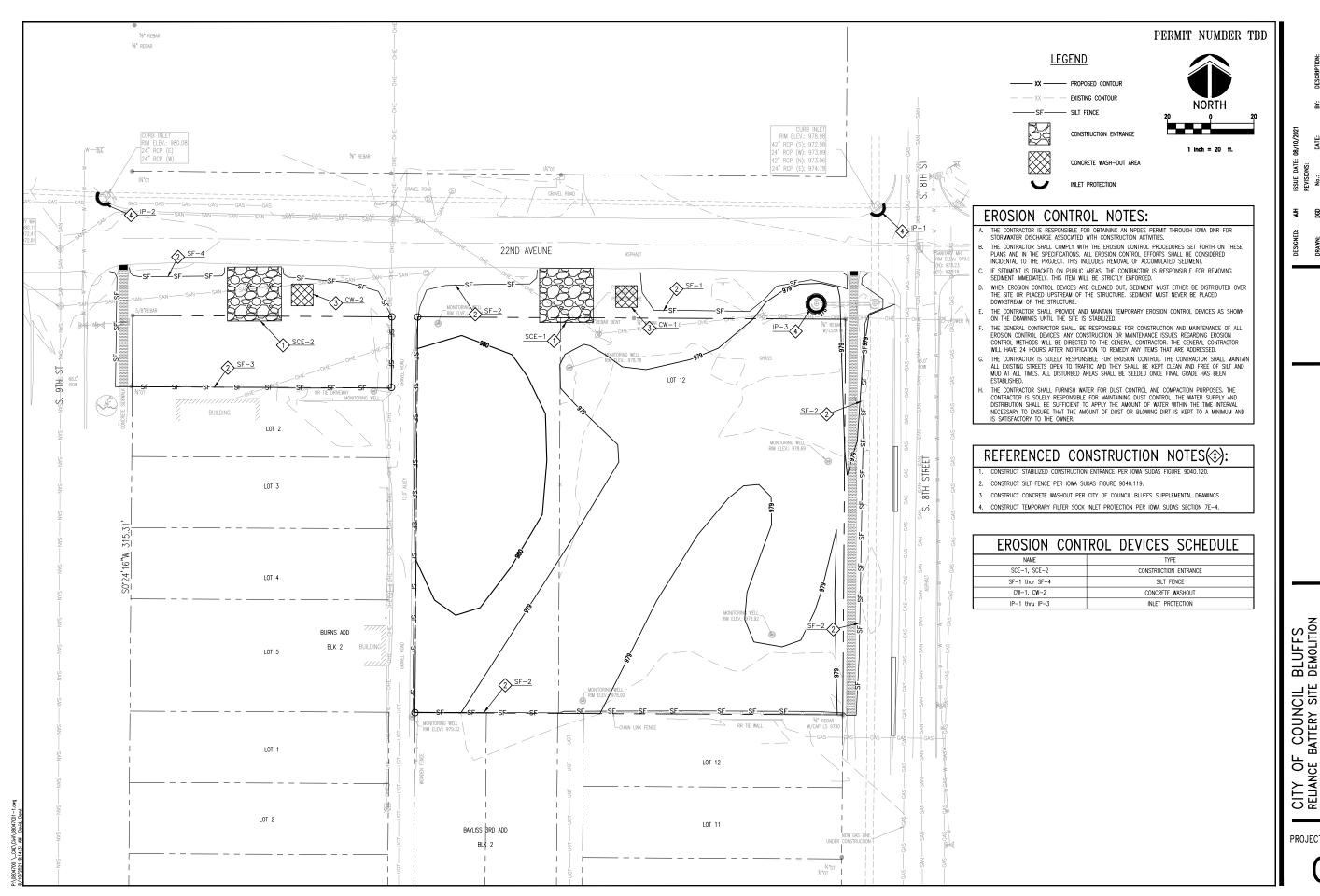


K ΣΣ

 $\frac{8}{2}$

BLUFFS DEMOLITION RM WATER POLLUTIC VENTION PLAN ES & DETAILS CIL CITY OF COUNC RELIANCE BATTERY S 813 22ND AVENUE COUNCIL BLUFFS, IA STORM WATER F PREVENTION PLA REVE IOTES

PROJECT NO.: 08047.001



SCHIMM

CITY OF COUNCIL BLUFFS
RELIANCE BATTERY SITE DEMOLITION
813 22ND AVENUE
COUNCIL BLUFFS, IA
STORM WATER POLLUTION
PREVENTION PLAN
SITE MAP

PROJECT NO.: 08047.001

RESOLUTION NO. 21-247

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE FORMER RELIANCE BATTERY FACTORY DEMOLITION AND RESTORATION PROJECT LOCATED AT 813 22ND AVENUE AND DIRECTING THE COMMUNITY DEVELOPMENT DEPARTMENT TO ADVERTISE FOR BIDS ON ION WAVE AND SETTING AUGUST 24, 2021 BY 2:00 P.M. AS THE DATE AND TIME FOR THE BID OPENING FOR THE PROJECT.

- **WHEREAS,** The City wishes to undertake a project known as the former Reliance Battery Factory Demolition and Restoration Project within the City; and
- **WHEREAS,** This project will involve the demolition and removal of structures and improvements and site restoration activities on the property located at 813 22nd Avenue; and
- **WHEREAS**, Such demolition is required to accommodate the further redevelopment of the area; and
- WHEREAS, The plans, specifications and form of contract for the former Reliance Battery Factory Demolition and Restoration Project 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 23, 2021.

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

That the plans, specifications and form of contract for the former Reliance Battery Factory Demolition and Restoration Project are hereby approved and the Community Development Department is hereby authorized to advertise for bids for such project on Ion Wave, setting August 24, 2021 by 2:00 p.m. as the date and time for the bid opening.

ADOPTED

ANTO

APPROVED:		August 23, 2021		
	Chad M. Hannan	Mayor Pro Tem		
ATTEST:				

City Clerk

Jodi Quakenbush

Department: Public Works Admin

Case/Project No.: BM-22-02 Submitted by: Jeremy Noel, Public

Works Operations Manager

Resolution 21-248 ITEM 4.C.

Council Action: 8/23/2021

Description

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

Background/Discussion

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:

DescriptionTypeUpload DateResolution 21-248Resolution8/18/2021

R E S O L U T I O N NO <u>21-248</u>

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,	s, 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,		Public Hearing was publishe a public hearing was held or	1
	·	THEREFORE, BE IT RESO BY THE CITY COUNCIL OF THE OF COUNCIL BLUFFS, IO	
	er Roof Replacen	of contract, and cost estimate onent Project, Phase I and the	ate are hereby approved for the City is hereby authorized to
		ADOPTED AND APPROVED	August 23, 2021
		Chad M. Hannan, Mayor	Pro Tem
	ATTEST:	Jodi Quakenbush, City C	lerk

Department: Public Works Admin

Case/Project No.: BM-22-04 Submitted by: Jeremy Noel, Public

Works Operations Manager

Resolution 21-249 ITEM 4.D.

Council Action: 8/23/2021

Description

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

Background/Discussion

Fire Station #2 windows were installed when the building was built in 1973. The windows have high infiltration rates of air leaking around them causing drafts in the living quarters and frost to form on and around the windows during the winter months. These conditions also contribute to high utility costs.

The work includes, but is not limited to, window replacement of all windows and wall repair in the building. Materials include aluminum windows, aluminum store fronts, and interior and exterior finishes as well as the removal and reinstallation of existing electronic entry control devices.

The estimated cost of this project is \$143,175. 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 21, 2021 Award October 11, 2021 Construction End April 11, 2022

Recommendation

Approval of this resolution. This project includes the replacement of leaking windows with related modifications to increase energy efficiency and reduce utility costs.

ATTACHMENTS:

Description Type Upload Date
Resolution 21-249 Resolution 8/18/2021

RESOLUTION NO. 21-249

RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR FIRE STATION #2 WINDOW REPLACEMENT PROJECT #BM-22-04

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 Fire Station #2 Window Replacement; and
WHEREAS,	a Notice of Public Hearing was published as required by law, and a public hearing was held on August 23, 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 Fire Station #2 Window Replacement and the City is hereby authorized to advertise for bids for said

project.

	ADOPTED AND APPROVED	August 23, 2021
	Chad M. Hannan, Ma	yor Pro Tem
ATTEST:	Jodi Quakenbush, Cit	ry Clerk

Council Action: 8/23/2021

Department: Public Works Admin

Case/Project No.: Resolution 21-250 Submitted by: Matthew Cox, Public ITEM 4.E.

Works Director

Description

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

Background/Discussion

In 2011, the City Council established the process to lease city right-of-way for the purpose of alcohol and non-alcoholic beverage and/or food consumption.

In 2012, six business in the 100 block of West Broadway were granted leases for outdoor dining. One additional business was granted a lease in 2013. Currently, five businesses have leases for outdoor dining.

This current request was received from C'Mon Inn, 144 West Broadway, with an intended use of alcohol consumption. The property is owned by G & A Properties, LLC.

The request is for the outside dining area to be adjacent to the curb, similar to the other areas within the block. The area proposed does not require modifications to any existing structures.

The proposed dining area is 16 feet by 11 feet. The lease would allow a maximum of 4 tables and 16 chairs.

The area is in the historic district which requires the use of fencing and furniture meeting standards previously approved by the Historic Preservation Commission and the City Council.

No objections to granting the lease have been received from any City departments or Utility providers.

The five year lease agreement provides for payment to the City of \$1,000.00 per year.

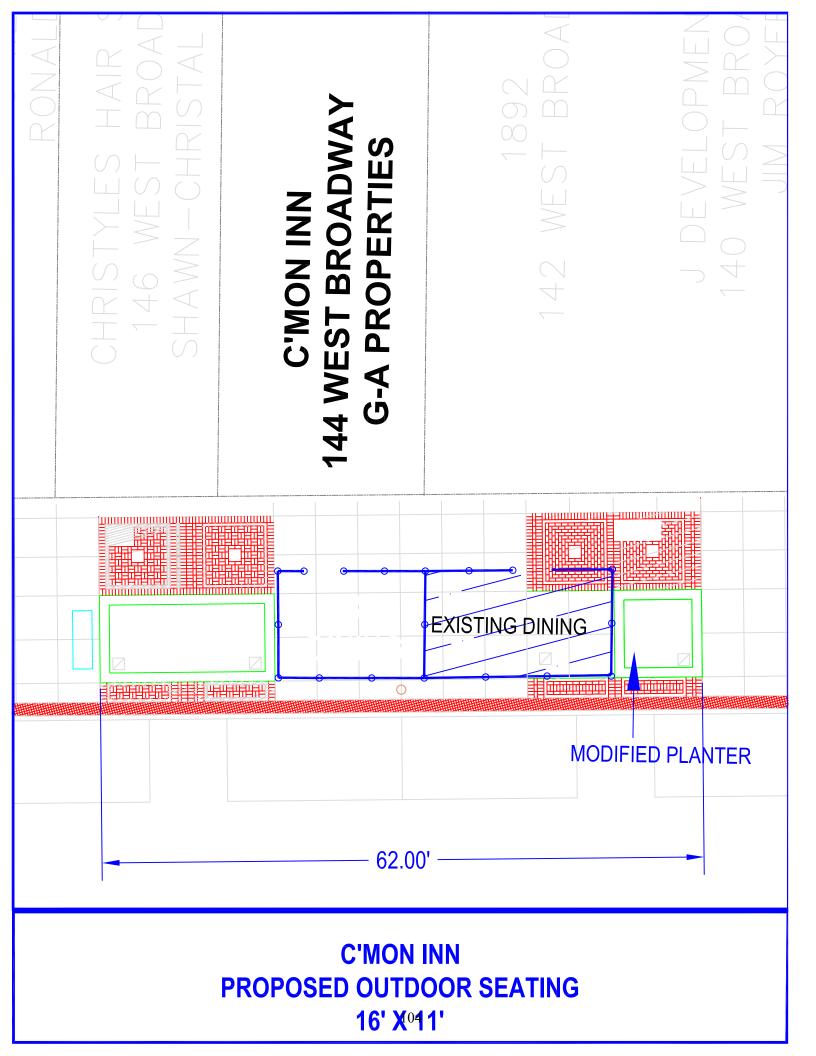
The City will purchase and install the fencing. The estimated cost of the fencing is \$2,300.00. The city will require the applicant, as an individual, to execute a forgivable promissory note for the cost of the fencing. The business will provide the furniture.

Recommendation

Approval of this resolution to grant a five-year lease for outdoor dining to C'Mon Inn.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	8/13/2021
Lease of Public Pedestrian Right-of-Way	Other	8/13/2021
Resolution 21-250	Resolution	8/18/2021



LEASE OF PUBLIC PEDESTRIAN RIGHT-OF-WAY

THIS LEASE AGREEMENT, made and entered into thisday of
20, by and between the City of Council Bluffs, Iowa, a municipal corporation, and Greg Poor ,
d/b/a G&A Properties, LLC , the owner of the property located at 144 W. Broadway, Council
Bluffs, Iowa 51503, and Chris Malloy, the operator of the business, C'Mon Inn, which is located a
the aforementioned address, herein referred to as "lessees." This leasehold conveyance is subject to
the reservations of the following terms and conditions:

1. PREMISES. The City of Council Bluffs, a municipal corporation in the State of Iowa, and its agents, contractors, and assignors, hereby grants a leasehold on the public right-of-way for purposes of a right-of-way encroachment improvement in, to, on, over, and across the following described real estate:

See attached survey (Exhibit A)

- 2. LENGTH OF TERM AND OPTION TO EXTEND. The initial term of the lease will be 5 years, and shall terminate at midnight on December 31st following the 5th anniversary of the date of the execution. Within 90 days of the termination of the initial term the parties shall negotiate and agree to any modifications of the terms and conditions of this agreement. If an agreement is reached, a 5 year extension shall be granted with the rent being due March 1st of each additional year. If either party wishes to modify any of the terms and conditions during the term(s) of this lease, notice must be given to the other party in writing no later than December 31st of the current term year. If, at any time the parties cannot come to any agreement as to the terms and conditions, the lease shall be deemed terminated.
- **3. RENT.** Lessee agrees to pay to the City of Council Bluffs an annual rental fee of \$1,000.00. The initial rent payment shall be due upon execution of this lease. All subsequent rental fees shall be due by March 1st of each year.

4. USE OF THE LEASEHOLD PROPERTY.

- a. <u>Alcohol Sales</u>: Alcohol sales and consumption shall be limited to the "Lease Area I" as described in Exhibit A.
- b. <u>Notice to Patrons</u>: Lessee shall post a sign at all entrances and exits to the leasehold noting hours of legal operation and the rules regarding alcohol consumption as they relate to the leasehold property, in accordance with any local or state law.
- c. <u>RESTRICTIONS ON USE OF LEASED AREAS</u>: Lessee shall have the right of access to the leasehold area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the leasehold area described, but shall <u>not</u> allow or facilitate patrons carrying alcohol on or across "Lease Area II" as described in Exhibit A. The right to carry alcohol across "Lease Area II" to "Lease Area I" shall be limited to the waitstaff and employees of the establishment.
- d. <u>Advertising Prohibited</u>: Lessee or successors or assignors shall not erect or display signage, advertising, or menu displays on the leasehold property.

- e. <u>Erection of Structures Prohibited</u>: Lessee or successors or assignors shall not erect or place any structure over or within the leasehold area without obtaining prior written consent of the City Council, and if applicable the Council Bluffs Historical Preservation Commission for non-permanent fixtures, and prior written consent of the city engineer for permanent fixtures. Structures included within this section include serving stations, trash receptacles, and outdoor heaters.
- f. <u>Change of Grade Prohibited</u>: Lessee or successors or assignors shall not change the grade, elevation or contour of any part of the leasehold area in any way without obtaining the prior written consent of the city engineer.
- g. <u>Removal and Replacement</u>: The cost of removal and replacement of any unauthorized improvement or structure within the leasehold area, necessitated by the exercise of the rights under this lease, shall be borne by the lessee or the lessee's successors or assignors.
- h. Occupancy Limitations/Requirements: Lessee shall have no more or less than **4 tables** and **16 chairs** within "Lease Area I" as described by Exhibit A. The number of individuals within "Lease Area I" shall not exceed number of chairs available at any given time.
- i. <u>Limitation of Outdoor Areas</u>: Lessee shall have no more than one outdoor area as part of its liquor license premises. The granting of this lease will require the elimination of any preexisting outdoor area from the liquor license premises, and be the basis for denial for any future application for additional outdoor areas during the term of this agreement.

5. CITY RESPONSIBILITIES.

- a. Enclosing the Premises. Alcohol sales and consumption shall be limited to the "Lease Area I" as described in Exhibit A. The City of Council Bluffs shall provide fencing in a standard established by the City and in accordance with a design approved by the Historical Preservation Commission where applicable. The fence shall be installed and maintained by the City of Council Bluffs. The fencing will have designated entrances and exits, but will not be equipped with operable gates.
- b. <u>Relocation of Obstructions</u>. The City shall be responsible for relocation of obstructions in the right-of-way in conflict with the leased area and a minimum of six feet wide public walk space. Obstructions include signs, benches, trash cans, etc. The City shall be responsible for relocation of fire post indicator valves in conflict with public walk space. The City shall be responsible for modification of landscape planters in conflict with the public walk space.

6. CARE AND MAINTENANCE.

- a. <u>Duty to Repair</u>: Lessee or successors or assignors agrees that any curb, walk, or other city improvement outside of the leasehold area which may be damaged as a result of any entry made through the exercise of the lessee's right of access shall be repaired by the City at the expense of the lessee, or the lessee's successors or assignors.
- b. <u>Damage</u>: Any damage to the leased premises, fencing, or other public fixtures, normal wear and tear excepted, shall be charged to the lessee. Damage shall be charged in accordance with normal city standards and costs.
- c. Non-permanent Fixtures and Furniture: Any fixture or furniture placed within the leased premises shall be provided by the lessee, but is subject to standards established by the City and the Historical Preservation Commission where applicable. All furniture, which is stacked and stowed away on the leasehold premise after consumption hours have ended, shall be un-stacked by 10:00 a.m. the following morning.
- d. <u>Duty to Maintain</u>: Lessee or lessee's successors or assignors agree that any right-of-way encroachment improvements must be maintained in good working order for its intended use. Maintenance shall include ensuring that the improvement is not in violation of the Municipal Code. The leased premises shall be maintained in a safe and sanitary manner by the lessee, in accordance with normal city standards.
- e. <u>Waste/Garbage</u>: The lessee or lessee's successors or assignors agree to properly dispose of all refuse and waste generated by the leased premises which remains on the leased premises or that migrates into the public pedestrian right-of-way by 10:00 a.m. the morning following every day the leasehold is in use.
- **7. INSURANCE.** Lessee will be required to carry liability insurance in the amount of \$1,000,000. The Lessee agrees to name the City of Council Bluffs, its employees, successors, and assignees as additionally insured parties under said liability insurance, and shall provide the City with a copy of the policy by March 1st of each year during the current term.
- **8. INDEMNITY.** Lessee hereby agrees to indemnify, defend and hold the City, its successors or assignors harmless from and against any and all claims loss, damage, liability, or fees they may sustain by virtue of any act or omission of the lessee or lessee's successors or assignors conducted in relation to this leasehold.

9. CITY RESERVATIONS.

a. The City reserves the right to use the Leasehold area for the maintenance of any and all utilities equipment presently in place, and for such reconstruction, re-emplacement, and repair thereof which the city and its licensees and/or franchise grantees may in the future deem necessary and proper and for the removal of any improvements emplaced thereon by the lessees or the lessees' successors or assignors, necessitated by the reconstruction, re-emplacement, or repair of such utilities, such removal to be at the sole expense of the lessee or lessee's successors or assignors and without obligation to

- repair or replace such improvements, and subject to any and all other easements and right-of-way of record and those not of record.
- b. The City reserves a public right-of-way across the "Lease Area II" for all pedestrian traffic and all other public uses.

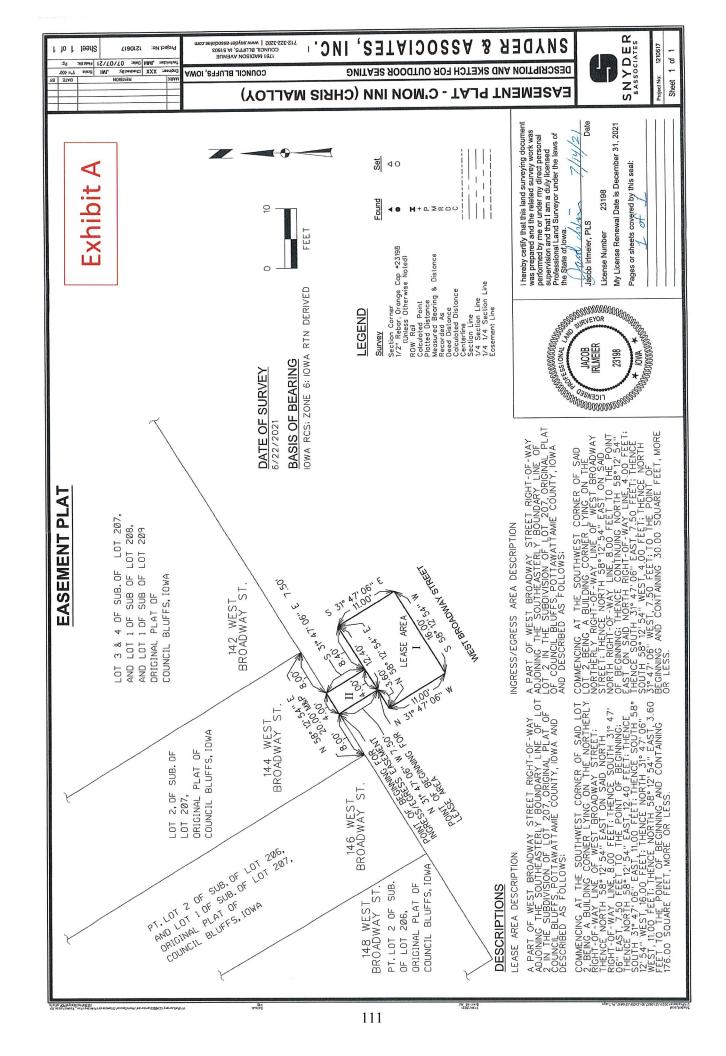
10. DEFAULT, NOTICE OF DEFAULT, AND REMEDIES.

- a. Events of Default: Each of the following shall constitute an event of default by lessee:
 - i. Failure to pay rent when due;
 - ii. Failure to observe or perform any duties, obligations, agreements, or conditions imposed on lessee pursuant to the terms of the lease;
 - iii. Failure of the lessee to maintain the permits required for business operation;
 - iv. Any conviction for the violation of the City's municipal ordinances or the laws of the State of Iowa;
 - v. Abandonment of the premises. "Abandonment" means the lessee has failed to engage in its usual and customary business activities on the premises for more than sixty (60) consecutive business days;
 - vi. Institution of voluntary bankruptcy proceedings by lessee; institution of involuntary bankruptcy proceedings in which the lessee thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of lessee under this lease agreement; appointment of a receiver for the property or affairs of lessee, where the receivership is not vacated within ten (10) days after the appointment of the receiver.
- b. <u>Notice of Default</u>: Upon the occurrence of an Event of Default by lessee, the lessor shall give written notice of such default to the lessee. Lessee shall have 30 days from the date of such notice within which to cure such default. In the event that such Event of Default is not cured within the time period described herein, lessor shall have the right to terminate the lease in its entirety.
- 11. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.
- **12. PROVISIONS BINDING.** Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

CITY OF COUNCIL BLUFFS, IOWA, Lessor

ADOPTED AND			
APPROVED,		, 20	
	Matthew J. Walsh	Mayor	
ATTEST:			
	Jodi Quakenbush	City Clerk	
STATE OF IOWA) ss		
POTTAWATTAN	,		
and for said Cour me personally know respectively, of the hereto is the seal of	nty and said State, personally own, who, being by me duly some said City of Council Bluffs of said Municipal Corporation	before me the undersign appeared Matthew J. Walsh and worn, did say that they are the J. Iowa, a Municipal Corporation; that said instrument was signed	I Jodi Quakenbush, to Mayor and City Clerk n, that the seal affixed d and sealed on behalf
Walsh and said Jo	odi Quakenbush, as such offic	ers, acknowledged the execution	of said instrument to
be the voluntary a	ict and deed of said City, by it	and by them voluntarily execute	ed.
		Notary Public in and for sai	id State

<u>LESSEES</u>				
By:			, d/b/a G&A Properties,	LLC
	Greg Poor, Property	Owner		
STATE OF _)		
COUNTY OF	7) ss:)		
SUBS	CRIBED AND SWO	RN to before me th	is day of	, 20
		Notary P	ublic	
AND				
By:	Chris Malloy, Busine		, d/b/a C'Mon Inn	
STATE OF _	7)) ss:)		
SUBS	CRIBED AND SWO	RN to before me th	is day of	, 20
				
		Notary P	ublic	



RESOLUTION NO 21-250

RESOLUTION AUTHORIZING DISPOSAL OF A PROPERTY RIGHT IN THE PUBLIC RIGHT-OF-WAY BY ENTERING INTO A FIVE-YEAR LEASEHOLD AGREEMENT FOR OUTDOOR DINING

WHEREAS, C'Mon Inn has applied for a five-year leasehold agreement with the City of Council Bluffs for a portion of the public right-of-way adjacent and contiguous to 144 West Broadway generally described as a part of the West Broadway street right-of-way adjoining the southeasterly boundary line of Lot 2 in the Subdivision of Lot 207, Original Plat of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, following public hearing, this City Council hereby authorizes disposal of said property right by entering into a five-year leasehold agreement; and

WHEREAS, a copy of the leasehold agreement is attached hereto and made a part hereof.

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

That this City Council hereby authorizes disposal of a property right by entering into a five-year leasehold agreement with C'Mon Inn and as further consideration for the granting of this lease, the applicant as an individual shall execute a forgivable promissory note in an amount equal to the cost of the railing, approximately \$2,300.00. As rents are paid the amount of the promissory note shall be reduced in a like amount. Once the amount of rent paid equals the cost of the railing the promissory note shall be deemed forgiven. If rents are not paid in a timely fashion the entire balance of the promissory note not yet forgiven shall become due and the individual who signed the promissory note shall be obligated to pay said amount to the City immediately; and

BE IT FURTHER RESOLVED:

That the Mayor is hereby authorized to execute the leasehold agreement on behalf of the City of Council Bluffs, Iowa.

	ADOPTED AND APPROVED	August 23, 2021
	CHAD M. HANNAN	Mayor Pro Tem
Attest:		
	JODI QUAKENBUSH	City Clerk

ADODTED

Department: Finance

Case/Project No.: Resolution 21-251 A & B Council Action: 8/23/2021 ITEM 4.F.

Submitted by: Finance Department /

Kristi Meckna

Description

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

Background/Discussion

On Monday August 23, 2020 at 10:00 o'clock A.M. the City of Council Bluffs will receive bids for the competitive sale of:

A) Up to \$1,155,000 (dollar amount subject to change) in Taxable General Obligation Bonds Series 2021A

and

B) Up to \$5,970,000 (dollar amount subject to change) in General Obligation Bonds Series 2021B

The bids will be received and opened in the offices of the City's Municipal Advisor, PFM Financial Advisors, LLC and City Hall. PFM and the Director of Finance will tally and analyze the bids to determine the best offer in terms of purchase price, true interest rate and net interest cost. That information, along with all other bids will be forwarded to the City of Council Bluffs Finance Office. The Director of Finance will use that information to complete the resolution framework attached and recommend the sale of the Bonds to the lowest responsible bid. The Finance Office will then forward the necessary information to the City's Bond Counsel, who will prepare a resolution for consideration at the September 13, 2021 regular meeting of the City Council, finalizing and officially authorizing the sale of the bonds on the terms detailed in the lowest responsible bid.

Recommendation

The City is currently at Step 8 in the General Obligation Bonding process, which is to hold the public hearing for receipt of bids and directing the sale of General Obligation Bonds. It is in the best interest of the City to continue to move forward in the process of proposing the issuance of General Obligation Bonds to satisfy the funding requirements for capital improvement projects for FY22.

ATTACHMENTS:

Description	Type	Upload Date
GO Bond Process	Other	8/13/2021
21-251A	Resolution	8/18/2021
21-251B	Resolution	8/18/2021

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

21-251 A

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

\$1,155,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Bonds, Series 2021A

- Receipt of bids.
- Resolution directing sale.

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

The Director of Finance 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 10:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 7:00 P.M. on the above date.

The following persons were present:		
•		

This being the time and place for the opening of bids for the sale of \$1,155,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Bonds, Series 2021A, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

- 2. The Director of Finance then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
- 3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follow	vs:
Name & Address of Bidder:	
True Interest Rate (as-bid):	
Net Interest Cost (as-bid): \$	<u> </u>
In consultation with PFM Financial Adviso the aggregate principal amount of the Bonds and ea with the Terms of Offering and the following action	<u> </u>
Final Par Amount as adjusted: \$	
Purchase Price as adjusted: \$	

All bids were then referred to the Council for action.

The City Council of the City of Council Bluffs, S	tate of Iowa, met in
session, in the Council Chambers, City Hall, 209 Pearl S	treet, Council Bluffs, Iowa, at 7:00
P.M., on the above date. There were present Mayor	, in the chair, and the
following named Council Members:	
A1	
Absent:	
Vacant:	
v acant	

* * * * * * *

Council M	lember	introduced th	ne following Resolution entitled
"RESOLUTION I	DIRECTING SALE O	F \$1,155,000 (SUBJEC	CT TO ADJUSTMENT PER
TERMS OF OFFI	ERING) TAXABLE G	GENERAL OBLIGATION	ON BONDS, SERIES 2021A,"
and moved its ado	ption. Council Memb	per	seconded the motion to
adopt. The roll wa	as called and the vote	was,	
•		,	
A'	YES:		
NA	AYS:		
****		1 011 1 5 1 1	
Whereupo	n, the Mayor declared	the following Resolution	on duly adopted:
DE	COLUTION DIDECT	TING SALE OF \$1,155.	000 (SLIDJECT
		R TERMS OF OFFERIN	
			,
GE	INEKAL OBLIGATIC	ON BONDS, SERIES 2	J21A
WHEDEA	S hide have been race	aived for the Ronds desi	cribed as follows and the best bid
	•	any) is determined to b	
received (with per	initica adjustincitis, ii	any) is actermined to 0	e the following.
\$1	155 000 (SUBJECT T	TO ADJUSTMENT PEI	R TERMS OF
		E GENERAL OBLIGAT	
	RIES 2021A	COLUMN CODE	Torr Bords,
52	1025 202111		
Bidder:	1	of	
The terms of awar	rd:		
Final Par A	Amount as adjusted: \$_		_
Danahaaa I	Duisa as adivatad. C		
Purchase F	rice as adjusted: \$		
True Intere	est Rate:	0/0	
True mier	<u></u>	/0	
Net Interes	st Cost: \$		
NOW, TH	EREFORE, BE IT RE	ESOLVED BY THE CI	ΓΥ COUNCIL OF THE CITY
OF COUNCIL BI	LUFFS, STATE OF IC	OWA:	

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 23rd day of August, 2021.

	Mayor Pro Tem	
ATTEST:		
City Clerk		

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned City Clerk of the City of Council Bluffs, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my har	d and the seal of the Council hereto affixed this day of	
, 2021.		
	City Clerk, City of Council Bluffs, State of	
	Iowa	

(SEAL)

01921789-1\10342-164

Resolution 21-251B

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

5,970,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2021B

- Receipt of bids.
- Resolution directing sale.

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

The Director of Finance 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 10:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 7:00 P.M. on the above date.

The following persons were present:		
•		

This being the time and place for the opening of bids for the sale of \$5,970,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2021B, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

- 2. The Director of Finance then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
- 3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4.	The best bid was determined to be as follows	3:
Name	& Address of Bidder:	
True l	Interest Rate (as-bid):	_%
Net In	nterest Cost (as-bid): \$	_
_	In consultation with PFM Financial Advisor gregate principal amount of the Bonds and each he Terms of Offering and the following action	ch scheduled maturity thereof in accordance
	Final Par Amount as adjusted: \$	
	Purchase Price as adjusted: \$	

All bids were then referred to the Council for action.

The City Council of the City of Council Bluffs, St	Council of the City of Council Bluffs, State of Iowa, met in
session, in the Council Chambers, City Hall, 209 Pearl St	reet, Council Bluffs, Iowa, at 7:00
P.M., on the above date. There were present Mayor	, in the chair, and the
following named Council Members:	
Absent:	
X 7	
v acant:	

* * * * * * *

Council Member	introduced the following Resolution entitled
"RESOLUTION DIREC	TING SALE OF \$5,970,000 (SUBJECT TO ADJUSTMENT PER
	G) GENERAL OBLIGATION BONDS, SERIES 2021B," and moved its
	ber seconded the motion to adopt. The roll
was called and the vote v	was,
AYES:	
·	
-	
NAVS.	
11715.	
Whereupon, the l	Mayor declared the following Resolution duly adopted:
PESOLII	TION DIRECTING SALE OF \$5,970,000 (SUBJECT
	JSTMENT PER TERMS OF OFFERING) GENERAL
	TION BONDS, SERIES 2021B
	,
	s have been received for the Bonds described as follows and the best bid
received (with permitted	adjustments, if any) is determined to be the following:
\$5,970,00	00 (SUBJECT TO ADJUSTMENT PER TERMS OF
	NG) GENERAL OBLIGATION BONDS, SERIES 2021B
Bidder:	of
The terms of award:	
Final Par Amoun	at as adjusted: \$
Purchase Price as	s adjusted: \$
True Interest Rat	e:
Net Interest Cost	: \$
NOW, THEREFO	ORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 23rd day of August, 2021.

	Mayor Pro Tem	
ATTEST:		
City Clerk		

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

I, the undersigned City Clerk of the City of Council Bluffs, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the	he Council hereto affixed this day of
, 2021.	
	City Clerk, City of Council Bluffs, State of
	Iowa

(SEAL)

01921799-1\10342-163

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

Ordinance 6468 ITEM 5.A.

Council Action: 8/23/2021

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".

BEIT 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:		

Department: Human Resources

Case/Project No.: Resolution 21-252 Submitted by: Kristi Meckna and ITEM 6.A. Council Action: 8/23/2021

Stacie Jensen

Description

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

Background/Discussion

Effective June 27th, 2016, per Resolution 16-167 a Revenue Supervisor and Payroll & Disbursements Manager were added to the Finance Department authorized strength. Effective, April 22nd, 2019 the Revenue Supervisor position was reclassified to Accounting Manager.

On March 9th, 2020 the City Council of the City of Council Bluffs adopted and approved Resolution 20-77, making changes to the positions assigned to the Finance Department based on a thorough evaluation of existing resources and department needs. Resolution 20-77 abolished one position of Revenue Supervisor and added one position of Financial Analyst, thereby changing the authorized strength of the City. The position title of Revenue Supervisor that was changed pursuant to Resolution 20-77 was incorrectly identified by name. The position to be abolished by Resolution 20-77 should have been Payroll & Disbursements Manager.

Recommendation

Abolishing Payroll & Disbursements Manager effective August 23, 2021 since the position doesn't currently exist and hasn't existed for some time.

ATTACHMENTS:

Description Type Upload Date
Resolution 21-252 Resolution 8/18/2021

RESOLUTION NO. 21-252

RESOLUTION ABOLISHING PAYROLL & DISBURSEMENTS MANAGER FROM FINANCE'S AUTHORIZED STRENGTH EFFECTIVE, AUGUST 23, 2021.

- WHEREAS, On June 27, 2016, per Resolution 16-167 a Revenue Supervisor and Payroll & Disbursements Manager were added to the Finance Department authorized strength.
- WHEREAS, On April 22, 2019 the Revenue Supervisor position was reclassified to Accounting Manager.
- WHEREAS, On March 9, 2020, the City Council of the City of Council Bluffs adopted and approved Resolution 20-77, making changes to the positions assigned to the Finance Department based on a thorough evaluation of existing resources and department needs.
- WHEREAS; Resolution 20-77 abolished one position of Revenue Supervisor and added one position of Financial Analyst, thereby changing the authorized strength of the City.
- WHEREAS; Such position that were changed pursuant to Resolution 20-77 were incorrectly identified by name.
- WHEREAS; The position to be abolished was not Revenue Supervisor, it is Payroll & Disbursements Manager.

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

That the following position changes are hereby corrected and are hereby adopted and approved effective on the date listed below:

ADODTED

Abolish one (1) Payroll & Disbursements Manager position effective August 23, 2021.

AND APPROVED	:	August 23, 2021
	Chad M. Hannan	Mayor Pro Tem
ATTEST:		
	Jodi Quakenbush	City Clerk

Department: Public Works Admin Case/Project No.: PW21-14B

Submitted by: Matthew Cox, Public Works

Director

Resolution 21-253 ITEM 6.B.

Council Action: 8/23/2021

Description

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

Background/Discussion

On July 1, 2021, bids were received through the City bidding software, IonWave, from Judds Bros Construction Co. and Midwest Mechanical Industrial. A bid bond in the amount of 10% of the total bid price is required to be submitted with a bid. Both contractors submitted bid bonds with insufficient bid bond amounts, therefore the bids were considered non-responsive. Both bids were rejected and the project was re-advertised for bids.

On August 5, 2021, bids were received through IonWave as follows:

	Division I	Division IV	Division VIII	
	<u>General</u>	Sanitary Sewer	<u>Miscellaneous</u>	<u>Total</u>
Judds Bros. Construction Co., Lincoln, NE	\$99,500.00	\$610,500.00	\$178,900.00	\$888,900.00
Midwest Mechanical Industrial, Logan, IA	\$80,000.00	\$524,000.00	\$95,000.00	\$699,000.00
Engineer's Opinion	\$73,000.00	\$343,656.12	\$78,855.90	\$495,512.02

The 6th Avenue sanitary sewer pump station and the Southwest sanitary sewer pump station are two of the largest stations within the City's sanitary sewer collection system and are critical to providing sewer service for the community.

Both stations are equipped with outdated equipment installed back in the early 1990's and require a new generation of replacement equipment to function correctly with a new Supervisory-Control and Data-Acquisition (SCADA) platform.

The project will improve reliability and allow both stations to operate more efficiently.

A pump station rehab project was included in the FY21 CIP with a budget of \$500,000 in sales tax funds. Any additional funding necessary to complete the project will be paid from the Sanitary Sewer Operations budget.

Construction was scheduled to be complete by June 2022.

The bid for the project was significantly higher than the Engineer's Opinion and the CIP budgeted amount. The project team will modify the scope of the project to fit the CIP budget and re-advertise for bids.

Recommendation

Approval of this resolution to reject all bids, and to authorize the project to be re-advertised for bids.

ATTACHMENTS:

DescriptionTypeUpload DateResolution 21-253Resolution8/18/2021

R E S O L U T I O N NO <u>21-253</u>

RESOLUTION REJECTING ALL BIDS FOR THE SOUTHWEST AND 6TH AVENUE PUMP STATIONS CONTROL REPLACEMENT AND GENERATOR SET INFRASTRUCTURE PROJECT #PW21-14B

WHEREAS, the plans, specifications, and form of contract for the Southwest and 6th Avenue Pump Stations Control Panel Replacement and Generator Set Infrastructure project are on file in the office of the City Clerk; and

WHEREAS, bids were received through IonWave on August 5, 2021; and

WHEREAS, it is appropriate to reject all bids and re-advertise for bids.

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

That all bids received for the Southwest and 6th Avenue Pump Stations Control Panel Replacement and Generator Set Infrastructure project are rejected and the project is hereby authorized for re-advertisement.

	ADOPTED AND APPROVED	August 23, 2021
	Chad M. Hannan, Ma	yor Pro Tem
ATTEST:	Jodi Quakenbush, Cit	y Clerk

Department: Fire Case/Project No.:

Resolution 21-254 ITEM 6.C.

Council Action: 8/23/2021

Submitted by: JUSTIN JAMES

Description

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.

Background/Discussion

Since 1996 the Council Bluffs Fire Department has operated a Fire Based EMS system. Over the past 25 years this program has been primarily managed by the Department EMS Officer. Over that same time frame there has been many changes to both how the system operates and how we ensure we are providing the best service possible to the citizens. Today the call volume for EMS is almost three times that of what it was in 1996. All of our personnel are at minimum EMT-B's and we currently have over 50 paramedics on the department. Over the past year we have been diving in to how to ensure we are maintaining and improving both the training of our medical personnel and their skills in the field. Due to the enormous changes and requirements that are now placed on both the EMS Officer and the Training Division to ensure we can continue to provide the highest level service possible it is our request that we add one additional Captain to the Training Division with their primary role being to ensure that we stay on the cutting edge of EMS within our Department. This position will manage and coordinate the EMS Training for the entire department and work with the EMS Officer to ensure that we have proper succession within the division. The individual also be involved in training as a whole and will ensure that we are keeping up with all of the requirements placed on our personnel by the State and Federal Government.

EMS is by far are primary role as a department. However over the last 25 years we have always treated it as an accessory. Our current strategic plan details how we would like to move to change the culture of EMS within CBFD and this position is a step in that direction. It is the Staff's recommendation to change the authorized strength of the department from 107 to 108.

Recommendation

Resolution increasing the authorized strength of the Council Bluffs Fire Department from 107 positions to 108 positions and allowing the department to hire up to six additional personnel for the purpose of covering future retirements. Adoption of this resolution will increase staffing for the fire department by one Captain assigned to the Training Division.

ATTACHMENTS:

Description Type Upload Date Resolution 21-254 Resolution 8/18/2021

RESOLUTION NO. 21-254

A 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.

Whereas, the Fire Department currently has an authorized strength of one hundred

and seven personnel.

Whereas, it has been determined by staff that the addition of one Captain position

within the training division will provide better span of control of our EMS

service.

Whereas, it has been determined by staff that there is a need to increase the

capabilities of our EMS division and provide it with the necessary resources to efficiently operate at the highest level possible ensuring that all mandated

requirements are met.

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

That the authorized strength of the fire department is hereby increased by one position (1 Training Captain). The effective date of this action will be the date that notice is given to the Civil Service Commission of the increase in authorized positions. The Mayor and Fire Chief are authorized and empowered to take the necessary actions required to effectuate this change.

ADOPTE AN				
APPROVEI	_	August 23, 2021		
	_			
	Chad M. Hannan,	Mayor Pro Tem		
ATTEST:				
	Jodi Qaukenbush,	City Clerk		

Department: Finance Case/Project No.:

Submitted by: Finance Department/Kristi Meckna Resolution 21-255 ITEM 6.D.

Council Action: 8/23/2021

Description

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.

Background/Discussion

Per the Code of Iowa and City Ordinance, a resolution has been prepared authorizing the Pottawattamie County Treasurer to certify an amount of approximately \$288,305.53 as liens against various properties serviced by the city refuse collection service, and amount of approximately \$5,963.00 as liens against various properties serviced by the sewer system, and an amount of approximately \$10,214.00 as liens against various properties serviced by the water system. All accounts to be liened are in excess of sixty days delinquent. Any payments made on a delinquent account prior to the time of delivery to the County Treasurer will be adjusted accordingly.

The unpaid balances for refuse collection accounts are from January 1, 2021 thru June 30, 2021. Lien notices were mailed to accounts July 29, 2021.

The unpaid balances for sewer and water accounts are from October 1, 2020 thru March 31, 2021.

Recommendation

City Finance recommends the write-off of balances for unpaid water, sewer, and refuse collection on the appropriate accounts and send the list to be certified to the County Treasurer.

ATTACHMENTS:

DescriptionTypeUpload DateLLA Past Due as of 06-30-2021Resolution8/13/2021Resolution 21-255Resolution8/18/2021

City of Council Bluffs

LLA Balances through Bill Date 6/30/2021

			Days Past Due			
			91 To 120 Over 120			
Owner			Current	Days Past	Days Past	Total Past
Number	Customer Address	Landlord Name	Past Due	Due	Due	Due Amount
18343	33 HAPPY HOLLOW BLVD	SWANGER, ZACHARY L	\$80.00	\$0.00	\$74.00	\$154.00
19216	807 1ST AVE	J S P REAL ESTATE LLC	\$80.00	\$0.00	\$276.00	\$356.00
19216	805 1ST AVE	J S P REAL ESTATE LLC	\$0.00	\$0.00	\$168.00	\$168.00
19216	1028 5TH AVE UPPR	J S P REAL ESTATE LLC	\$0.00	\$0.00	\$592.00	\$592.00
19216	1028 5TH AVE DOWN	J S P REAL ESTATE LLC	\$0.00	\$0.00	\$202.00	\$202.00
19655	2005 AVENUE F	ARNDT, VANESSA	\$0.00	\$0.00	\$148.00	
19655	2003 AVENUE F	ARNDT, VANESSA	\$80.00	\$0.00	\$438.00	
21751	243 15TH AVE	LAMMERT, JORDAN T-ALEXANDRA C	\$80.00	\$0.00	\$316.00	\$396.00
25966	3019 11TH AVE	OVERLAND MOBILE HOMES L C	\$0.00	\$0.00	\$516.00	\$516.00
27673	125 HUNTER AVE	LIMMER, CARLA	\$0.00	\$0.00	\$502.40	\$502.40
27673	508 N 9TH ST	LIMMER, CARLA	\$0.00	\$0.00	\$574.00	\$574.00
27673	912 AVENUE I	LIMMER, CARLA	\$0.00	\$0.00	\$94.00	\$94.00
27673	904 AVENUE I	LIMMER, CARLA	\$0.00	\$0.00	\$715.00	\$715.00
27673	2025 AVENUE B	LIMMER, CARLA	\$0.00	\$0.00	\$296.00	\$296.00
27673	3013 AVENUE K	LIMMER, CARLA	\$0.00	\$0.00	\$350.00	\$350.00
27744	3727 4TH AVE	K I D PROPERTIES LLC	\$80.00	\$0.00	\$74.00	\$154.00
106882	912 AVENUE I	LIMMER, CARLA M TRUST	\$0.00	\$0.00	\$74.00	\$74.00
400019	3026 AVENUE K	MCCONNELL, CRAIG A-TINA M	\$0.00	\$0.00	\$18.00	\$18.00
400019	4108 SAVAGE ST	MCCONNELL, CRAIG A-TINA M	\$80.00	\$0.00	\$20.00	\$100.00
400525	1528 AVENUE A	R C R PROPERTIES LLC	\$0.00	\$0.00	\$314.00	\$314.00
400525	923 AVENUE D	R C R PROPERTIES LLC	\$80.00	\$0.00	\$1,588.00	\$1,668.00
400527	154 HARRISON ST	MCCONNELL, CRAIG A-TINA M	\$80.00	\$0.00	\$498.00	
400596	3028 AVENUE B	RICHARDS, RANDY	\$0.00	\$0.00	\$592.00	\$592.00
400596	2534 AVENUE B	RICHARDS, RANDY	\$0.00	\$0.00	\$498.00	
400596	2541 AVENUE E	RICHARDS, RANDY	\$0.00	\$0.00	\$666.00	
400596	3238 6TH AVE	RICHARDS, RANDY	\$0.00	\$0.00	\$296.00	
400596	3307 9TH AVE	RICHARDS, RANDY	\$0.00	\$0.00	\$982.00	•
400601	602 N 17TH ST	MAC INVESTMENTS INC	\$0.00	\$0.00	\$38.00	
400601	721 STUTSMAN ST	MAC INVESTMENTS INC	\$0.00	\$0.00	\$128.00	
400614	1807 AVENUE F	MCCONNELL, CRAIG A-TINA M	\$0.00	\$0.00	\$146.00	
400694	101 FRANK ST APT B	PHILLIPS, ANTHONY W-PENNY S	\$0.00	\$0.00	\$18.00	
400702	328 LINCOLN AVE	R C R ENTERPRISES INC	\$0.00	\$0.00	\$148.00	\$148.00
400702	324 LINCOLN AVE	R C R ENTERPRISES INC	\$0.00	\$0.00	\$240.00	\$240.00
400702	328 1/2 LINCOLN AVE	R C R ENTERPRISES INC	\$0.00	\$0.00	\$632.00	\$632.00
400882	2702 7TH AVE	LIMMER, MICHAEL K TRUST	\$80.00	\$0.00	\$667.00	
400883	1731 7TH AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$314.00	
400883	1735 7TH AVE	LIMMER, MICHAEL K TRUST	\$80.00	\$0.00	\$498.00	\$578.00
400883	1614 7TH AVE	LIMMER, MICHAEL K TRUST	\$80.00	\$0.00	\$388.00	\$468.00
400883	1709 4TH AVE	LIMMER, MICHAEL K TRUST	\$80.00	\$0.00	\$276.00	\$356.00
400883	1030 5TH AVE	LIMMER, MICHAEL K TRUST	\$80.00	\$0.00	\$74.00	\$154.00
400883	2324 3RD AVE	LIMMER, MICHAEL K TRUST ₁₃₈	\$80.00	\$0.00	\$740.00	\$820.00

City of Council Bluffs

LLA Balances through Bill Date 6/30/2021

			Days Past Due			
				91 To 120	Over 120	
Owner			Current	Days Past		Total Past
Number	Customer Address	Landlord Name	Past Due	Due	Due	Due Amount
400883	827 16TH AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$745.00	
400883	3113 12TH AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$424.00	
400908	2610 AVENUE B	COATS REALTY LLC	\$0.00	\$0.00	\$370.00	\$370.00
400908	3402 AVENUE C	COATS REALTY LLC	\$80.00	\$0.00	\$0.00	\$80.00
400908	3422 AVENUE E	COATS REALTY LLC	\$0.00	\$0.00	\$168.00	\$168.00
400908	500 E PIERCE ST	COATS REALTY LLC	\$0.00	\$0.00	\$444.00	\$444.00
400908	2628 7TH AVE	COATS REALTY LLC	\$80.00	\$0.00	\$74.00	\$154.00
400908	1108 8TH AVE	COATS REALTY LLC	\$80.00	\$0.00	\$868.00	\$948.00
400908	1006 5TH AVE	COATS REALTY LLC	\$0.00	\$0.00	\$18.00	\$18.00
400908	1019 5TH AVE	COATS REALTY LLC	\$80.00	\$0.00	\$619.00	\$699.00
400908	3514 5TH AVE	COATS REALTY LLC	\$80.00	\$0.00	\$1,104.00	\$1,184.00
400908	710 25TH AVE	COATS REALTY LLC	\$80.00	\$0.00	\$404.00	\$484.00
401274	2010 6TH AVE	L T STANDING LTD	\$0.00	\$0.00	\$220.00	\$220.00
402872	1412 S 7TH ST	ROSTERMUNDT, KENNETH J-VIVIAN A TRUSTS	\$0.00	\$0.00	\$276.00	\$276.00
402884	128 VINE ST	ROSTERMUNDT, STEPHANIE	\$80.00	\$0.00	\$195.00	\$275.00
402970	518 DAMON ST	HUNTER, ROBERT G	\$0.00	\$0.00	\$962.00	\$962.00
403374	2203 AVENUE A	ACME REAL ESTATE INC	\$0.00	\$0.00	\$18.00	\$18.00
403374	3448 AVENUE A	ACME REAL ESTATE INC	\$80.00	\$0.00	\$1,386.00	\$1,466.00
403374	2745 4TH AVE	ACME REAL ESTATE INC	\$0.00	\$0.00	\$74.00	\$74.00
403374	1210 WEDGEWOOD DR	ACME REAL ESTATE INC	\$0.00	\$0.00	\$54.00	\$54.00
403375	2724 AVENUE A	ACME REAL ESTATE INC	\$0.00	\$0.00	\$74.00	\$74.00
403375	55 PICKARD LN	ACME REAL ESTATE INC	\$0.00	\$0.00	\$18.00	\$18.00
403375	417 WENDY HEIGHTS RD	ACME REAL ESTATE INC	\$80.00	\$0.00	\$242.00	\$322.00
404813	1500 AVENUE D	YOUNGBLOOD, MEGHANN	\$0.00	\$0.00	\$176.00	\$176.00
405029	400 N 6TH ST	COATS REALTY	\$80.00	\$0.00	\$278.00	\$358.00
405185	2027 AVENUE D	R C R PROPERTIES LLC	\$0.00	\$0.00	\$14.00	\$14.00
405852	618 N 9TH ST	TRACY, MATTHEW G	\$0.00	\$0.00	\$202.00	\$202.00
405878	618 N 9TH ST	TURN RED INC	\$0.00	\$0.00	\$498.00	\$498.00
406415	2418 AVENUE A	SLAJLLC	\$0.00	\$0.00	\$814.00	\$814.00
406415	429 25TH AVE	SLAJLLC	\$0.00	\$0.00	\$572.00	\$572.00
406574	2728 AVENUE G	MURPHY, PATRICIA F	\$0.00	\$0.00	\$132.00	\$132.00
406574	2612 AVENUE H	MURPHY, PATRICIA F	\$80.00	\$0.00	\$0.00	\$80.00
407291	916 AVENUE C	MAC INVESTMENT INC	\$0.00	\$0.00	\$36.00	\$36.00
407913	2519 5TH AVE	MCCONNELL, CRAIG A - TINA M	\$80.00	\$0.00	\$1,366.00	\$1,446.00
414512	1220 MADISON AVE	CONLEY, KELLY F	\$0.00	\$0.00	\$186.00	\$186.00
414775	5408 HARDINGS LANDING RD	SLAJLLC	\$0.00	\$0.00	\$592.00	\$592.00
414775	5412 HARDINGS LANDING RD	SLAJLLC	\$0.00	\$0.00	\$126.00	\$126.00
416373	830 1ST AVE	COATS REALTY LLC	\$0.00	\$0.00	\$148.00	\$148.00
416373	3445 4TH AVE	COATS REALTY LLC	\$0.00	\$0.00	\$402.00	\$402.00
416389	831 1ST AVE	COATS REALTY LLC 139	\$0.00	\$0.00	\$296.00	\$296.00

City of Council Bluffs

LLA Balances through Bill Date 6/30/2021

	Days Past Due					
				91 To 120	Over 120	
Owner			Current	Days Past	Days Past	Total Past
Number	Customer Address	Landlord Name	Past Due	Due	Due	Due Amount
416630	1302 6TH AVE	STARKEY, TERRI - LEROY L	\$0.00	\$0.00	\$148.00	\$148.00
417782	827 6TH AVE	JERUSALEM PETROLEUM LLC	\$0.00	\$0.00	\$74.00	\$74.00
417823	4017 WAKEMAN DR	ACME	\$80.00	\$0.00	\$323.00	\$403.00
418991	812 20TH AVE	MILLER, DOUGLAS E-MARSHA J	\$0.00	\$0.00	\$222.00	\$222.00
419239	1400 AVENUE B	TURN RED INC	\$0.00	\$0.00	\$572.00	\$572.00
421633	2015 S 8TH ST	GULIZIA, JOE	\$80.00	\$0.00	\$74.00	\$154.00
421634	2015 S 8TH ST	MENDENHALL, RICHARD N	\$80.00	\$0.00	\$74.00	\$154.00
429586	2910 VALLEY VIEW DR	CITY OF CB WATER WORKS	\$0.00	\$0.00	\$202.00	\$202.00
			\$2,320.00	\$0.00	\$31,472.40	\$33,792.40

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.

WHEREAS, the City of Council Bluffs, Iowa has established a municipal system for the collection of residential refuse In the City of Council Bluffs, Iowa and has established a schedule of rates thereof, and:

WHEREAS, the City of Council Bluffs, Iowa has established a municipal system for the treatment of water and sewage In the City of Council Bluffs, Iowa and has established a schedule of rates thereof, and;

WHEREAS, Section 384.84 of the 2007 Code of Iowa provides that all rates or charges for the above named services, if not paid as provided by ordinance, shall constitute a lien upon the premises served by such service, and same may be certified to the County Treasurer and collected in the same manner as taxes, and:

WHEREAS, the premises listed on the FY2021 Water, Sewer and Refuse Collection Lien Schedule on file with the Treasurer's Office and by this reference made a part hereof, have failed to pay the rates and charges heretofore established for service to said premises pursuant to said ordinances, and;

WHEREAS, it is in the best interest of the City of Council Bluffs, Iowa, to cause said unpaid rates and charges to be certified to the Pottawattamie County Treasurer and collected in the same manner as taxes:

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

That the premises and charges identified against same on the FY2021 Water, Sewer and Refuse Collection Lien Schedule for nonpayment of residential refuse collection charges in the amount of approximately \$288,305.53 nonpayment of sewer rental fees in the amount of approximately \$5,963.00, and the nonpayment of water fees In the amount of approximately \$10,214.00 is hereby approved, and the City Clerk is hereby authorized, empowered and directed to certifysaid 2019 Refuse Collection Lien Schedule to the Pottawattamie County Treasurer to be collected in the same manner as taxes. An Authorized Officer of Finance is hereby authorized, empowered and directed to make the necessary adjustments to the accounts for payments received prior to the delivery of said liens to the Pottawattamie County Treasurer.

•		0	,
Chad M. Ha	annan, Ma	vor Pro Te	em
	,	,	
Jadi Ouaka	nhugh Ci	ty Clork	
Jodi Quake	HIDUSH, CI	ty Clerk	

Adopted and Approved: August 23, 2021

Department: Community

Development

Case/Project No.: TU-21-005 Submitted by: Haley Weber,

Planner

Resolution 21-256 ITEM 6.E.

Council Action: 8/23/2021

Description

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

Background/Discussion

See attachments

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	8/13/2021
Attachment A - Legal Description	Legal Description	8/13/2021
Attachment B - Site Plan	Other	8/13/2021
Attachment C - Plan of Operation	Other	8/13/2021
Attachment D - Location/Zoning map	Map	8/13/2021
Resolution 21-256	Resolution	8/18/2021

TO: City Council

FROM: Community Development Department

DATE: August 23, 2021

RE: CASE #TU-21-005

REQUEST: A temporary use permit for a concrete crushing plant

APPLICABLE

CODE SECTIONS: §15.02.110—Temporary Use Permit

A. Purpose. A temporary use permit is required for limited term activities or events, which occur on private property within the City that may potentially create off-site impacts to surrounding properties and the neighborhood in which it will occur.

C. Procedure.

2. Temporary uses not specifically listed here shall require the specific approval of the City Council. Such uses may be allowed in any zoning district, provided that such temporary use is consistent with the purpose and intent of this Ordinance and the zoning district in which it is located.

LEGAL

DESCRIPTION: Part of the W ½ SW ¼ Section 17, Township 74, Range 43, Pottawattamie

County, Iowa, more particularly described in Attachment 'A'

LOCATION: 12.85 acres of undeveloped land located immediately south of property

addressed as 13500 192nd Street

APPLICANT: Peterson Contractors, Inc., 104 Blackhawk Street, P.O. Box A, Reinbeck,

IA 50669

OWNERS: Steve and Jane Morris, 10566 Woodland Trail, Council Bluffs, IA 51503

BACKGROUND INFORMATION –The Community Development Department has received an application from Peterson Contractors, Inc. for a temporary use permit to allow a concrete crushing plant (salvage operation) comprised of 12.85 acres of agricultural land on property legally described above.

The applicant, Petersen Contractors, Inc., has been subcontracted by Hawkins Construction for all pavement removals and grading in relation to the I-29 Iowa DOT Project (IM-NHS-29-3(141)53) and intends to use the subject property for their concrete crushing location. The applicant's site plan included as Attachment 'B'. The submitted plan of operation is included as Attachment 'C'. The applicant has requested approval to allow concrete crushing activity (salvage operation) to commence upon City Council approval and extend until August 31, 2022.

The applicant has provided the following additional information regarding the request:

- 1. The site will be reclaimed to an agricultural land use and restored to predevelopment conditions.
- 2. The site will have all topsoil stripped and stockpiled on-site. Stockpiles will protect stormwater runoff to the drainage areas off-site. A current Iowa DNR NPDES General Permit #3 is on record and will be kept on-site when the plant is in operation and a copy will also be held at Peterson Contractors, Inc.'s office located at 104 Blackhawk Street, Reinbeck, Iowa.
- 3. A site-specific Stormwater Pollution Prevention Plan and Spill Prevention Plan Countermeasure and Control Plan have been developed and will be kept on-site when the plant is in operation. An additional copy will be held at our office at 104 Blackhawk Street, Reinbeck, Iowa.
- 4. There will be one entrance and exit to the yard from 192nd Street. This entrance will use the Iowa DOT specifications to shake off mud, dirt, etc. when leaving the site.
- 5. Crushing dust control will be completed with our water tank that feeds directly into the crusher along with our water truck spraying down the stockpiles, driveway, and gravel road as necessary. A broom will be used to address any potential tracking issues on paved surfaces.
- 6. Water for the crusher and water trucks will be obtained from Western Engineering's plant located off the South Expressway.
- 7. Solid waste and sanitary management locations will not be determined until the plant is set up and are typically located near the crusher. Littering will not be tolerated on-site.

The following attachments are included with the case staff report:

- Attachment A: Full Legal Description of Property
- Attachment B. Site Plan
- Attachment C: Plan of Operation
- Attachment D: Location/Zoning Map

APPLICABLE CODE SECTIONS - Council Bluffs Municipal Code (Zoning Ordinance) Section 15.02.110 Temporary Use Permit, provides for the issuance of temporary use permit(s) 'for limited term activities or events, which occur on private property within the City that may potentially create off-site impacts to surrounding properties and the neighborhood in which it will occur.' The code further defines eight (8) specific uses, which are eligible for issuance of a temporary use permit administratively. The requested concrete crushing use is not defined as a temporary use that can be administratively authorized.

Council Bluffs Municipal Code (Zoning Ordinance) Section 15.02.110.C.2 states that 'temporary uses not specifically listed here shall require the specific approval of the City Council. Such uses may be allowed in any zoning district, provided that such temporary use is consistent with the purpose and intent of this Ordinance and the zoning district in which it is located.' The crushing of concrete is considered a 'salvage operation' in the context of the Zoning Ordinance and is only allowed as a permanent use if established in an I-2/General Industrial District with the issuance of a conditional use permit by the Zoning Board of Adjustment, to allow salvage operations. In order for temporary crushing to be allowed at the subject property, the City Council would have to authorize the use through the issuance of a temporary use permit.

Per Council Bluffs Municipal Code Section 15.02.110 *Temporary Use Permit*, all temporary uses shall comply with all the standards listed below.

- 1. No temporary use shall be permitted that causes, or threatens to cause, an on-site threat to the public health, safety and general welfare.
- 2. Every temporary use shall be operated in accordance with any restrictions and conditions as other departments may require. If required by the City, the operator of the temporary use must employ appropriate security personnel.
- 3. No temporary use shall be permitted if the additional vehicular traffic reasonably expected to be generated by such use would have undue detrimental effects on surrounding streets and uses.
- 4. No temporary use shall be authorized that would unreasonably reduce the amount of required parking. The Zoning Administrator may make an assessment of the total number of parking spaces that will be reasonably required in connection with a proposed temporary use, on the basis of the particular use, its intensity and the availability of other parking facilities in the area. The Zoning Administrator shall approve such temporary use only if such parking spaces are provided.
- 5. No temporary use shall be permitted if such use would conflict with another previously authorized temporary use.
- 6. Signs shall be permitted only in accordance with this Ordinance.

CURRENT ZONING AND LAND USE –The subject property is zoned I-2/General Industrial District as is the property located immediately north. The subject property is bounded on the west by Interstate 29. The property located immediately south of the subject property is zoned A-2/Parks, Estates and Agricultural District. The owners of the subject property also own both adjacent properties to the north and south.

A permanent concrete crushing plant is located north of the subject property. The adjacent property located directly east of the subject property across 192nd Street and the industrial property south of the subject property are located in Pottawattamie County.

CITY DEPARTMENTS AND UTILITIES – The request was routed to all local utility providers and City Departments. The following comments were received:

Council Bluffs Community Development Department provided the following comments:

- 1. A 'salvage operation' use is defined in Section 15.03.594, Definitions, Salvage Operation, of the Council Bluffs Municipal Code (Zoning Ordinance) as "an establishment engaged in the storage, sale, dismantling or other processing of used or waste materials which are not intended for reuse in their original forms. Typical uses include automobile wrecking yards, junk yards, salvage yards and scrap processing yards." The stockpiles and concrete crushing operation would fall under this definition.
- 2. The crushing of concrete is considered a 'salvage operation' in the context of the Zoning Ordinance and is only allowed as a permanent use if established in an I-2/General Industrial District with the issuance of a conditional use permit by the Zoning Board of Adjustment. The requested temporary concrete crushing use is not defined as a temporary use that can be administratively approved.

- 3. The applicant has requested to operate a concrete crushing plant (salvage operation) from the date of City Council approval until August 31, 2022, which exceeds the six (6) month time period by which the request could be approved administratively. This time duration cannot be granted administratively and requires the approval of City Council.
- 4. The hours of operation for the crushing operation shall be limited to Monday through Saturday from 7:00 AM-5:00 PM, as identified in the submitted application.
- 5. Dust and other bi-products shall be minimized at all times. Equipment shall be located on site to control and/or remove mud from the public street and all dust control measures outlined in the submitted application shall be followed.
- 6. The operator is responsible to mitigate water quality impacts to receiving water bodies, including locations away from watercourses, drainage courses, and drain inlets.
- 7. All applicable permits necessary to meet local, state, and federal requirements shall be the operator's responsibility.
- 8. All product brought on-site shall be limited to materials from the Interstate 29 DOT Project (IM-NHS-29-3(141)53).
- 9. The amount of material stored on site shall be kept to a reasonable level with crushing operations occurring routinely. No additional materials shall be brought on site if the material stockpiles reach 25 feet in height or if no material has been processed in thirty (30) days or longer. A salvage operation is not intended to be a place for long term storage or disposal of material or debris.
- 10. Upon completion of the project, all rubble, materials, debris, and equipment related to the operation shall be removed from site. The contractor shall request a site inspection to ensure that the site has been restored to predevelopment conditions.
- 11. The Storm Water Pollution Prevention Plan and Spill Prevention Plan identified in the submitted plan of operation shall be followed for the concrete crushing operation.
- 12. The requested temporary use permit approval shall expire on August 31, 2022. The applicant may request a 90-day administrative extension of time to allow for the processing of any existing material on-site and/or removal of equipment from the site. No new materials shall be brought to the site during this time. Any extensions of time outside of 90 days shall require City Council approval.
- 13. The requested temporary use permit shall be valid until August 31, 2022. However, should the applicant complete the identified Interstate 29 project prior to this date, the site shall be restored to predevelopment conditions and the contractor shall request a site inspection to ensure that the site has been restored to predevelopment conditions prior to August 31, 2022.
- 14. Due to the temporary nature of the request, gravel parking shall be considered an approved parking surface.

Council Bluffs Fire Department stated that they have no comments in regards to the request.

<u>Council Bluffs Permits and Inspections Division</u> stated that they have no comments in regards to the request.

Council Bluffs WaterWorks stated that they have no comments in regards to the request.

<u>Black Hills Energy</u> stated that they have no concerns with the request, however, they would like to note that Black Hills Energy does not own the gas line identified on the submitted site plan as abandoned.

<u>MidAmerican Energy</u> stated that they have no conflicts with the request and noted that the customer or their agent should contact MidAmerican Energy directly to discuss the project timeline and identify any costs associated with extending electric service to the site.

RECOMMENDATION –The Community Development Department recommends approval of the request for a temporary use permit to allow concrete crushing (salvage operation) to occur on the property legally described as part of the W ½ SW ¼ Section 17, Township 74, Range 43, Pottawattamie County, Iowa, more particularly described in Attachment "A' in relation to the Interstate 29 construction project until August 31, 2022 subject to the comments stated above and the following conditions:

- 1. Dust and other bi-products shall be minimized at all times. Equipment shall be located on site to control and/or remove mud from the public street and all dust control measures outlined in the submitted application shall be followed.
- 2. The operator shall maintain and remain in compliance with all applicable Federal, State, and local permits and regulations, including, but not limited to: the Iowa DNR NPDES General Permit #3, Stormwater Pollution Prevention Plan, and Spill Prevention Plan.
- 3. The hours of operation for the crushing operation shall be limited to Monday through Saturday from 7:00 AM-5:00 PM.
- 4. All product brought on-site shall be limited to materials from the Interstate 29 DOT Project (IM-NHS-29-3(141)53).
- 5. The amount of material stored on site shall be kept to a reasonable level with crushing operations occurring routinely. No additional materials shall be brought on site if the material stockpiles reach 25 feet in height or if no material has been processed in a month or longer. A salvage operation is not intended to be a place for long term storage or disposal of material or debris.
- 6. Upon completion of the project, all rubble, materials, debris, and equipment related to the operation shall be removed from site and the site shall be restored to predevelopment conditions. The contractor shall request a site inspection to ensure that the site has been restored to predevelopment conditions.
- 7. The requested temporary use permit approval shall expire on August 31, 2022. The applicant may request a 90-day administrative extension of time to allow for the processing of any existing material on-site and/or removal of equipment from the site. No new materials shall be brought to the site during this time. Any extensions of time outside of 90 days shall require City Council approval.
- 8. The requested temporary use permit shall be valid until August 31, 2022. However, should the applicant complete the identified Interstate 29 project prior to this date, the site shall be restored to predevelopment conditions and the contractor shall request a site inspection to ensure that the site has been restored to predevelopment conditions prior to August 31, 2022.
- 9. Due to the temporary nature of the request, gravel parking shall be considered an approved parking surface.

Christopher N. Gibbons, AICP

Planning Manager

Community Development Department

Haley P. Weber

Planner

Community Development Department

Attachment A

EXHIBIT "A" LEGAL DESCRIPTION

The W 1/2 SW 1/4 Section 17, Township 74, Range 43, Pottawattamie County, Iowa, except Railroad Right-of-Way except that part condemned by the Iowa State Highway Commission for Interstate No. 29 (I-29) at Book 1458, Page 115;

EXCEPT

That part of the East 933 feet of the South 663 feet of the SW 1/4 SW 1/4 of Section 17, Township 74, Range 43, Pottawattamie County, Iowa, lying North of the C.B. & Q. Railroad, including present established road along the East side except the North 26.57 feet thereof; EXCEPT

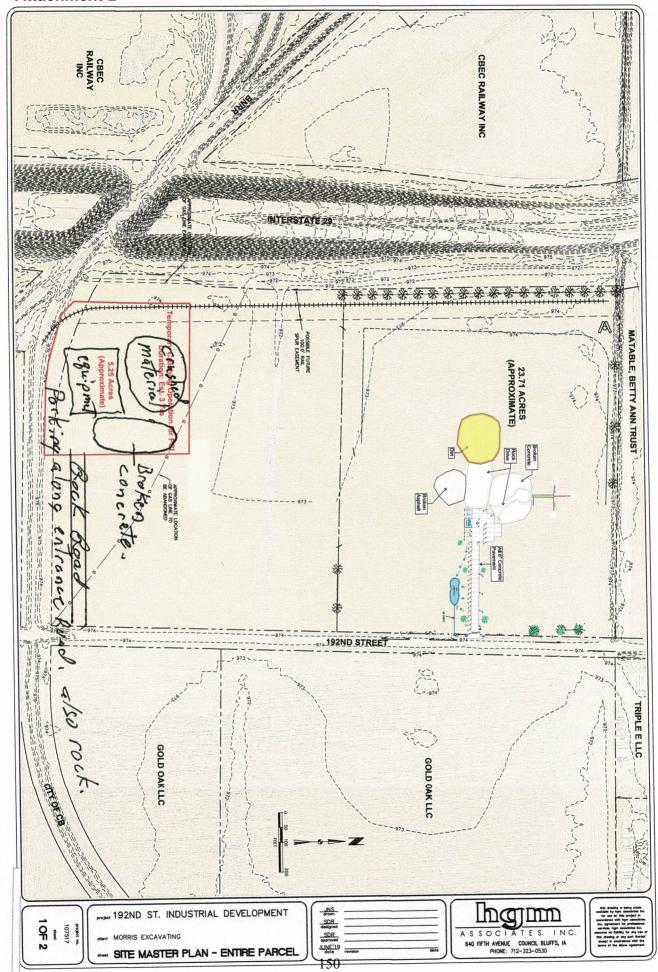
The West 9.49 feet of that part of the East 942.49 feet of the South 636.43 feet of the SW 1/4 SW 1/4 of Section 17, Township 74, Range 43, Pottawattamie County, Iowa, lying North of the Burlington-Northern Railroad:

AND EXCEPT

A parcel of land located in the SW 1/4 SW 1/4 of Section 17, Township 74, Range 43, Pottawattamie County, lowa, described more particularly as follows: Commencing at the SW Corner of said Section 17: thence S 89°59'01" E, along the South line of said SW 1/4 SW 1/4 a distance of 79.81 feet to a point on the Easterly right of way line of I-29 and point of beginning; thence continuing S 89°59'01" E, along the South line of said SW 1/4 SW 1/4, a distance of 796.01 feet to the center of a 100.00 foot wide strip of land, being 50.00 feet on either side of the centerline of the existing railroad track of the abandoned Burlington Northern Railroad; thence N 44°10'16" W, along the centerline of said existing railroad track of the abandoned Burlington Northern Railroad, a distance of 742.93 feet; thence N 45°49'44" E a distance of 50.00 feet to a point on the Northeasterly right of way line of the abandoned Burlington Northern Railroad; thence N 00°40'50" E a distance of 68.86 feet; thence S 89°59'01" E a distance of 942.55 feet to a point on the East line of said SW 1/4 SW 1/4; thence N 00°40'50" E, along the East line of said SW 1/4 SW 1/4, a distance of 100.01 feet; thence N 89°59'01" W a distance of 637.75 feet to the beginning of a tangent circular curve concave Northerly and having a radius of 1095.92 feet and a central angle of 31° 32'58"; thence Westerly, along said curve, an arc length of 603.46 feet, and having a chord bearing and distance of N 74°12'32" W, 595.87 feet, to a point on the Easterly right of way line of said I-29; thence S 00°29'13" W, along the Easterly right of way line of said I-29, a distance of 198.31 feet; thence S 03° 45'19" W, along the Easterly right of way line of said I-29 a distance of 701.61 feet to the point of beginning, and is subject to County Road L 31 Right of Way and any easements of record. Said County Road L 31 right of way

EXCEPT

A parcel of land located in the NW 1/4 SW 1/4 and SW 1/4 SW 1/4 of Section 17, T74N, R43W of the 5th P.M., Pottawattamie County, Iowa as shown on Acquisition Plat more particularly described as follows: Commencing at the W 1/4 Corner of said Section 17, thence S 88°51'57" E 43.35 feet along north line of the SW 1/4 of said Section 17 to a point on the present easterly right of way line of Interstate Route No. 29, the Point of Beginning; thence continuing S 88°51'57" E 59.96 feet along said north line; thence S 0° 03'53" E 1096.24 feet; thence S 3°05'51" W 270.05 feet; thence S 22°35'33" W 85.44 feet to a point on the present easterly right of way line of Interstate Route No. 29; thence along said easterly right of way line for the following (3) courses, N 2°02'11" E 586.38 feet; N 5°27'32" W 406.30 feet; N 0°30'29" E 455.51 feet to the Point of Beginning



Attachment C





PETERSON CONTRACTORS, INC.

Build with the Best

ADDRESS REPLY TO: 104 Blackhawk St P. O. Box A Reinbeck, Iowa 50669 Heavy & Highway Contractors Reinbeck, Iowa 50669

Phone: 319-345-2713 Fax: 319-345-2658 www.petersoncontractors.com

Letter of Intent

July 30th, 2021

To Whom It May Concern,

It is the intent of Peterson Contractors, Inc. to use 13500 192nd St, Council Bluffs, IA, 51503, as our concrete crushing location. We plan to haul I-29 pavement removals from the lowa DOT project IM-NHS-29-3(141)53 on behalf of Hawkins Construction, to whom we are subcontracted to do all pavement removals and grading on site. Broken concrete will be processed bi-monthly and up to four consecutive months at a time. Crushing will begin at 7:00 a.m. and will continue until 5:00 p.m. Monday through Saturday. The crushing crew will consist of four employees and we will have eight trucks running at the crushing site each day. Crushing will start upon receipt of city approval and will continue through August 1, 2022. Attached is our site conditions plan.

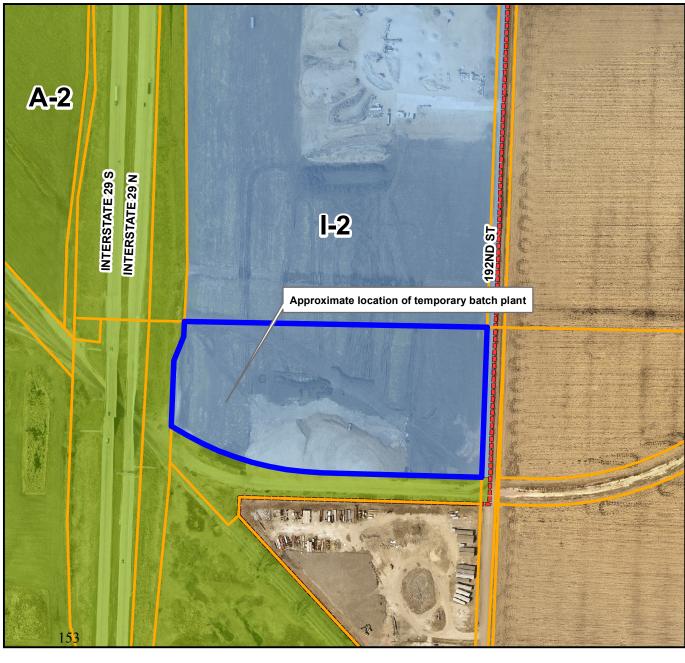
Ben Wade
Project Manager

1

Location	13500 192 nd St, Council Bluffs, IA, 51503
Use	Temporary Concrete Crushing Site for Interstate I-29 Grade and Pave Job
Begin	Upon Receipt of City Permit
End	August 2022
Total Site Disturbance	The 5-acre site and driveway will be stripped of topsoil of the crushing yard
Site Reclamation	Site will be reclaimed to agricultural land use and released at the discretion of
	the landowner.
Grading	The site will have all topsoil stripped and stockpiled on site. Stockpiles will protect stormwater runoff to the drainage areas off site. A current lowa DNR NPDES General Permit #3 is on record and will be kept on site when the plant
	is in operation and a copy will be held at our office at 104 Blackhawk St. in Reinbeck, Iowa. A site-specific Stormwater Pollution Prevention Plan and
	Spill Prevention Plan Countermeasure and Control Plan have been developed and kept on site when the plant is in operation with a copy held at our office at
	104 Blackhawk St. in Reinbeck, Iowa.
Driveway	There will be one entrance and exit to the yard from 192nd St. This entrance
-	will use the lowa DOT Specifications to shake off mud, dirt, ect. When leaving the site.
Dust Control	Crushing dust control will be done with our water tank that feeds directly into
	our crusher along with our water truck spraying down the stockpiles,
	driveway, and gravel road as necessary. If tracking out becomes an issue, a broom will be used on paved surfaces.
Noise Abatement	While crushing concrete noise is unavoidable. We will only operate between
140100 / Ibatomont	7:00 am to 5:00 pm Monday through Saturday an industrial building and
	another crusher as the neighboring buildings
Water	Water for the crusher and water trucks will be attained at Western
	Engineering's plant off South Expressway
Solid Waste and Sanitary	Locations will be determined when the site is set up, usually near the crusher.
Management	Littering will not be tolerated on site.

CASE #TU-21-005 LOCATION/ZONING MAP





RESOLUTION NO. 21-256

A 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 AND LEGALLY DESCRIBED AS PART OF THE W ½ SW ¼ SECTION 17, TOWNSHIP 74, RANGE 43, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED IN ATTACHMENT 'A'.

- WHEREAS, The applicant, Petersen Contractors, Inc., has been subcontracted by Hawkins Construction for all pavement removals and grading in relation to the I-29 Iowa DOT Project (IM-NHS-29-3(141)53) and is requesting a temporary use permit to use this property for their concrete crushing (salvage operation) activity; and
- **WHEREAS,** The temporary use permit will commence upon City Council approval and will extend through August 31, 2022; and
- **WHEREAS,** The applicant has provided the following additional information regarding the request:
 - A. The site will be reclaimed to agricultural land use and restored to predevelopment conditions. The site will have all topsoil stripped and stockpiled on-site. Stockpiles will protect stormwater runoff to the drainage areas off-site. A current Iowa DNR NPDES General Permit #3 is on record and will be kept on-site when the plant is in operation and a copy will also be held at Peterson Contractors, Inc.'s office located at 104 Blackhawk Street, Reinbeck, Iowa.
 - B. A site-specific Stormwater Pollution Prevention Plan and Spill Prevention Plan Countermeasure and Control Plan have been developed and will be kept on-site when the plant is in operation. An additional copy will be held at our office at 104 Blackhawk Street, Reinbeck, Iowa.
 - C. There will be one entrance and exit to the yard from 192nd Street. This entrance will use the Iowa DOT specifications to shake off mud, dirt, etc. when leaving the site.
 - D. Crushing dust control will be completed with our water tank that feeds directly into the crusher along with our water truck spraying down the stockpiles, driveway, and gravel road as necessary. A broom will be used to address any potential tracking issues on paved surfaces.
 - E. Water for the crusher and water trucks will be obtained from Western Engineering's plant located off the South Expressway.
 - F. Solid waste and sanitary management locations will not be determined until the plant is set up and are typically located near the crusher. Littering will not be tolerated on-site; and
- **WHEREAS,** The request was routed to all local utility providers and City Departments. The following comments were received:
 - A. <u>Council Bluffs Community Development Department</u> provided the following comments:

- 1. A 'salvage operation' use is defined in Section 15.03.594, Definitions, Salvage Operation, of the Council Bluffs Municipal Code (Zoning Ordinance) as "an establishment engaged in the storage, sale, dismantling or other processing of used or waste materials which are not intended for reuse in their original forms. Typical uses include automobile wrecking yards, junk yards, salvage yards and scrap processing yards." The stockpiles and concrete crushing operation would fall under this definition.
- 2. The crushing of concrete is considered a 'salvage operation' in the context of the Zoning Ordinance and is only allowed as a permanent use if established in an I-2/General Industrial District with the issuance of a conditional use permit by the Zoning Board of Adjustment. The requested temporary concrete crushing use is not defined as a temporary use that can be administratively approved. The applicant has requested to operate a concrete crushing plant (salvage operation) from the date of City Council approval through August 31, 2022, which exceeds the six (6) month time period by which the request could be approved administratively. This time duration cannot be granted administratively and requires the approval of City Council.
- 3. The hours of operation for the crushing operation shall be limited to Monday through Saturday from 7:00 AM-5:00 PM, as identified in the submitted application.
- 4. Dust and other bi-products shall be minimized at all times. Equipment shall be located on site to control and/or remove mud from the public street and all dust control measures outlined in the submitted application shall be followed.
- 5. The operator is responsible to mitigate water quality impacts to receiving water bodies, including locations away from watercourses, drainage courses, and drain inlets.
- 6. All applicable permits necessary to meet local, state, and federal requirements shall be the operator's responsibility.
- 7. All product brought on-site shall be limited to materials from the Interstate 29 DOT Project (IM-NHS-29-3(141)53).
- 8. The amount of material stored on site should be kept to a reasonable level with crushing operations occurring routinely. No additional materials shall be brought on-site if the material stockpiles reach 25 feet in height or if no material has been processed in thirty (30) days or longer. A salvage operation is not intended to be a place for long term storage or disposal of material or debris.
- 9. Upon completion of the project, tall rubble, materials, debris, and equipment related to the operation shall be removed from site. The

- contractor shall request a site inspection to ensure that the site has been restored to predevelopment conditions.
- 10. The Storm Water Pollution Prevention Plan and Spill Prevention Plan identified in the submitted plan of operation shall be followed for the concrete crushing operation.
- 11. The requested temporary use permit approval shall expire on August 31, 2022. The applicant may request a 90-day administrative extension of time to allow for the processing of any existing material on-site. No new materials shall be brought to the site during this time. Any extensions of time outside of 90 days shall require City Council approval.
- 12. The requested temporary use permit shall be valid until August 31, 2022. However, should the applicant complete the identified Interstate 29 project prior to this date, the contractor shall request a site inspection to ensure that the site has been restored to predevelopment conditions prior to August 31, 2022
- 13. <u>Due to the temporary nature of the request, gravel parking shall be considered an approved parking surface.</u>
- B. <u>Black Hills Energy</u> stated that they have no concerns with the request, however, they would like to note that Black Hills Energy does not own the gas line identified on the submitted site plan as abandoned.
- C. <u>MidAmerican Energy</u> stated that they have no conflicts with the request and noted that the customer or their agent should contact MidAmerican Energy directly to discuss the project timeline and identify any costs associated with extending electric service to the site; and
- WHEREAS, The Community Development Department recommends approval of the request for a temporary use permit to allow concrete crushing (salvage operation) to occur on property legally described as part of the W ½ SW ¼ Section 17, Township 74, Range 43, Pottawattamie County, Iowa, more particularly described in Attachment 'A' in relation to the Interstate 29 construction project through August 31, 2022 subject to the comments stated above and the following conditions:
 - A. Dust and other bi-products shall be minimized at all times. Equipment shall be located on site to control and/or remove mud from the public street and all dust control measures outlined in the submitted application shall be followed.
 - B. The operator shall maintain and remain in compliance with all applicable Federal, State, and local permits and regulations, including, but not limited to: the Iowa DNR NPDES General Permit #3, Stormwater Pollution Prevention Plan, and Spill Prevention Plan.
 - C. The hours of operation for the crushing operation shall be limited to Monday through Saturday from 7:00 AM-5:00 PM.

Planning Case No. #TU-21-005

- D. All product brought on-site shall be limited to materials from the Interstate 29 DOT Project (IM-NHS-29-3(14153).
- E. The amount of material stored on site should be kept to a reasonable level with crushing operations occurring routinely. No additional materials shall be brought on site if the material stockpiles reach 25 feet in height or if no material has been processed in a month or longer. A salvage operation is not intended to be a place for long term storage or disposal of material or debris.
- F. Upon completion of the project, all rubble, materials, debris, and equipment related to the operation shall be removed from site and the site shall be restored to predevelopment conditions. The contractor shall request a site inspection to ensure that the site has been restored to predevelopment conditions.
- G. The requested temporary use permit shall expire on August 31, 2022. However, should the applicant complete the identified Interstate 29 project prior to this date, the site shall be restored to predevelopment conditions and the contractor shall request a site inspection to ensure that the site has been restored to predevelopment conditions prior to August 31, 2022.
- H. Due to the temporary nature of the request, gravel parking shall be considered an approved parking surface.

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

That the temporary use permit allowing a concrete crushing plant (salvage operation) through August 31, 2022 on agricultural property comprised of 12.85 acres legally described as Part of the W ½ SW ¼ Section 17, Township 74, Range 43, Pottawattamie County, Iowa, more particularly described in Attachment 'A' is hereby approved subject to the comments and conditions set forth above

	ADOPTED AND APPROVED	August 23, 2021.
	CHAD M. HANNAN	Mayor Pro Tem
Attest:	JODI OUAKENBUSH	City Clerk

Planning Case No. #TU-21-005

Council Communication

Department: Human Resources Case/Project No.: Resolution No. Submitted by: Stacie Jensen

Resolution 21-257 ITEM 6.F.

Council Action: 8/23/2021

Description

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

Background/Discussion

At the request of the Mayor, a thorough compensation analysis was conducted by the Payroll Manager and Director of Human Resources for the leadership positions.

The following information was collected and analyzed.

10 cities (5 above and 5 below CB by population)

- o Sioux City
- o Iowa City
- o Waterloo
- o Ames
- o West Des Moines
- o Council Bluffs
- o Ankeny
- o Dubuque
- o Urbandale
- o Cedar Falls
- o Marion

10 positions/groupings and criteria

- o Mayor/City of Manager/ City Administrator min, max, current, total comp including -car allowance, IPERS, deferred comp, years in public service, and years in job
- o Chief of Staff/Assist City Administrator/ Assist City Manager min, max, current, total comp including car allowance, IPERS, deferred comp, years in public service, and years in job
- o "Administrative Crown" (City Manager and Assistant City Manager, etc)- min, max, current
- o Fire Chief- min, max, current
- o Director of Finance-min, max, current
- o Director of HR min, max, current
- o Director of Parks and Recreation-min, max, current
- o Director of Community Development- min, max, current
- o Chief of Police- min, max, current
- o Director of IT- min, max, current

Wage compression internally was also reviewed.

Recommendation

It is the recommendation of the Director of Human Resources and the Mayor to add four (4) pay grades-35, 36, 37, and 38.

ATTACHMENTS:

Description	Type	Upload Date
Newspaper article	Resolution	8/17/2021
Supporting Salary Review	Other	8/18/2021
Resolution 21-257	Resolution	8/18/2021

https://wcfcourier.com/news/local/govt-and-politics/waterloos-new-chief-of-staff-role-commonplace-in-otheriowa-cities/article_91fa8bc1-fdd4-595e-9ae5-fcf2758e5f01.html

ALERT TOP STORY

Waterloo's new chief of staff role commonplace in other Iowa cities

Sydney Czyzon Apr 29, 2021

7 ATERLOO — The more than \$176,000 earmarked for a new Waterloo chief of staff position would be less than salary and benefits for similar posts in Iowa's most populous cities, according to information obtained by The Courier.

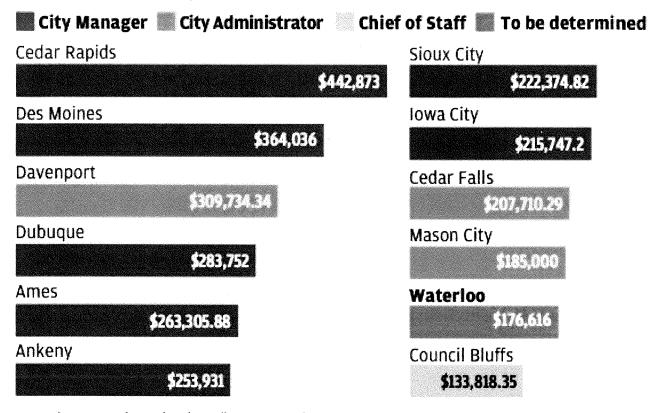
The Waterloo City Council approved the funds at a March 25 special budget meeting. The position's creation was met with criticism from several residents and council members Margaret Klein and Pat Morrissey, who ultimately voted against the entire budget. Mayor Quentin Hart and council member Sharon Juon defended the position as a way to improve the city's efficiency.

Positions like city manager, city administrator and chief of staff exist in other Iowa metro areas, cities like Iowa City, West Des Moines, Ankeny, Ames, Council Bluffs and Dubuque, all of which have populations similar to Waterloo.

The \$176,000 salary and benefits in Waterloo fall below compensation for similar positions in nine of Iowa's other most populous cities. Only the chief of staff in Council Bluffs makes less.

Iowa cities: How much do they pay their chiefs of staff?

Waterloo's approved compensation for its chief of staff position falls lower than the compensation amounts for similar roles across the state.



Note: The Mason City and Cedar Falls compensation amounts represent only base salary, not total compensation with benefits. The other compensation amounts represent salary and benefits that were provided to The Courier, many of which include car expenses and deferred compensation amounts. This may cause the rankings to vary.

Source: Local government offices

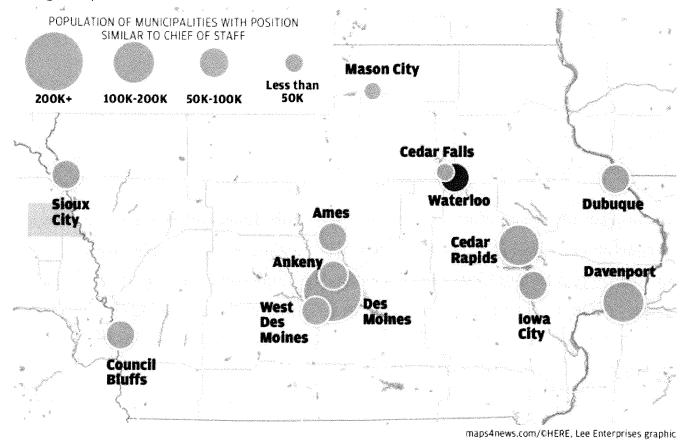
Lee Enterprises graphic

Ankeny, with about 67,000 residents recorded in U.S. Census data, pays its city manager nearly \$254,000 in compensation. Ames, which has about 66,000 residents, pays about \$263,000. Waterloo has a population of nearly 67,000.

Some cities, like Council Bluffs, Dubuque and Iowa City, have support staff that assist the chief of staff. Waterloo did not approve funds for any additional staff.

Iowa cities: Do they have a chief of staff?

Iowa's most populous cities have a position similar to the one approved in Waterloo, with titles like City Manager, City Administrator and Chief of Staff.



A title and job description have not yet been approved in Waterloo. Hart said the position could end up being a manger for business services and handle the overall flow of city operations.

Geoff Fruin, city manager in Iowa City, said the "chief of staff" title is typically "seen in a strong mayor form of government." There is "generally little difference" in responsibilities of city managers and administrators.

Mason City City Administrator Aaron Burnett said he helps carry out policy objectives of the City Council. He leads city staff and serves as a single point of communication for them. Business and development opportunities also fall under his purview, he said.

Burnett said his role is "to provide that support and expertise in the execution of the goals of that elected body." He mentioned an issue like broadband as an area he would handle. Waterloo is **exploring a city-owned broadband** utility for high-speed

internet, phone and TV services.

"Local government becomes more complex every day," Burnett said. "The reality is that we're dealing with a myriad of issues — most of those didn't even exist 50 years ago."

He balances the opinions of elected officials to represent their goals in a unified manner. He can then interact with private businesses or nonprofits to generate partnerships that promote city objectives.

City manager responsibilities outlined in Fruin's job description include managing all departments, developing long-term fiscal strategies, overseeing big projects, directing preparation of City Council agendas, building community partnerships, making presentations and negotiating contracts, among other duties. He is appointed by a majority vote of the City Council, but cities can also have the mayor fill the job - a decision yet to be made in Waterloo.

The Council Bluffs Chief of Staff Matthew Mardesen is appointed by the mayor. He assists with human resources, supports public safety departments, looks into issues brought to the mayor's office and more. His day-to-day tasks vary and are typically unknown until he walks into the office, he said.

"To really rely on one person to have a full complete understanding of everything is very difficult," Mardesen said. "If (the Council Bluffs mayor) didn't have a second person or a chief of staff position, I think it would be a lot more overwhelming."

Due to hiring delays that go into effect July 1 — expected to save the city more than \$586,000 next fiscal year — officials likely will wait until fall to discuss a formal title and description for the Waterloo job.

Hart said the person who fills the role could help Waterloo with its 2030 Community Vision, financial needs and administrative services to increase the city's efficiency. That falls in line with Hart's ongoing evaluation of departmental structures in the city, he said.

Some people criticized the position for taking on the mayor's responsibilities. Hart said at the March 25 meeting that the position is "absolutely not" replacing the mayor. Mardesen in Council Bluffs said his role is complementary to that of the mayor.

"I work side by side with the mayor on all our initiatives as to what we want to see happen in the city and what direction we want to take our city," Mardesen said. "I don't know that I'm much of just an assistant to him. I think we take up and divide and conquer different roles that we're going to do."

Michael Van Milligen, Dubuque city manager, said the council-manager form of city government was first developed in the early 1920s as a way to fend off corruption. He said it mimics a board of directors that sets policies working with a company's president or CEO, the person who operates the business. He said his role consists of carrying out city initiatives.

"I think any community would benefit from professional management," Van Milligen said. "I have the greatest respect for elected officials, but city managers are trained to do this job."

☑ JOIN THE NEIGHBORHOOD: Become a member

	は、日本のは、日本ののできたとう。	CHANGE OF THE		ACTIVITY OF A	Administra	Administrative Crown 7/1/2021	1/2021		治療養 之間被		1000	하고 등 하는 수 하는 일을 하는 것은 하는 사람들이
Ą	Administrative Positions	Minimum	Maximum	Current Base Salary	Longevity Pay	Annual Car Allowance	IPERS System (9.44%)	Employer Contributions to deferred compensation	Total Compensation	Yrs in public service	Yrs in current Job	Notes
	City Manager	235,245.14	N/A	\$235,245.14	\$9,409.81	\$8,465.60	\$23,095.54	\$39,144.79	\$315,360.28	45	28	
Dubuque	Assistant City Manager	5104,873.60	\$137,134,40	\$137,134.40			\$13,074.88	\$0.00	\$151,580.09	14	4	
	The state of the s	2 (A) (B) (A) (A)		2010/10/2015	8	103.00	25 S. F. C. F. F. C. F.	***CA17)*****	430000000000000000000000000000000000000			
	City Manager	NA	AN	\$226,633.00			ou	\$38,392.00	\$271,025.00	40+	\$ 0 4	annual base includes longivity
	Assistant City Manager	\$104.650.00	\$162,430.00	\$121,192.00					\$121,192.00		2	
Ames	Assistant City Manager	\$104,650.00	\$162,430,00	\$124,077.00				;	\$124,077.00		o	
	Assistant to the City Manager	\$94 554.00	\$145,057,00									
	Assistant to the day manager	38	- 333	110 Carlo 110 Carlo				10725-1815	11 12 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
			<u> </u>		\$500.00	\$6,000.00	\$20,946.79		\$260,894.00	22	7	4% 7/1/22; City Manager
Ankeny	Assistant City Manager	\$123,268.00	\$165,425.00	\$165,425.00	\$1,500.00	\$4.800.00	\$15,626,12	\$15,000.00	\$202,341.12	16	16	
A TIME	A TOTAL STREET	MATORY IN THE PARTY OF A STATE STATE OF	STANCES	A STATE OF COLUMN		00.000.018	10,774,013	00 OUE 148	#14 KT 2 & 20 E ##			
	City Manager	AN	AN	\$219,552.00	\$350.00	\$4,800.00	2	\$58,071.00	\$282,773.00	\$		City Manager
	Mayor	NA NA	Ä	\$14,000.00					\$14,000.00			
West Des Moines	Janagei	\$119,033.00	00.628.681\$	\$177,938.00	\$350.00	\$0.00	\$11,133.35	\$0.00		13	5	
	West Destidance (OFA)	Control of the second		10745325				A STATE OF THE PARTY OF THE PAR				
		\$163,000.00	\$209,571.00	\$211,565.00	\$0.00	\$4,800.00	\$19,862.00	\$11,638.00	\$247,965.00	30+	12	
Urbandale	Assistant City Manager/Eco	\$114.478.00	\$147,175.00	\$145,542.00	\$0.00	\$4,800.00	\$13,739.00	\$4,366.00	\$168,447.00	20+	80	Assistant City Manager/Economic Development
	Development Director				20000000				275-4-4-3-4-4-0-4-5-0-4-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2-2	SHOOD WATER	Service Services	Ulrector
	Urbandale TOTAL	\$163,000,00	33.57.46.00	5208,4665,000	(000)	300	**************************************	31040104515	2. 11. 12. 12. 12. 13. 13. 13. 13. 13. 13. 13. 13. 13. 13			
	City Manager	\$102,500.11	\$204,225.00	\$199,983.00		\$5,200.00	\$18,303.00	\$16,001.00	\$239,487.00			
410	Assistant City Manager	\$115,306.67	\$161,462.29	\$161,462.29					\$161,462.29			
fine and	Special Assistant to the City Manager	\$115,306.67	\$161,462.29								The State of the S	Retired and did not backfill that role
	Spuketty (0) Al	10 A 2 S 3 A 1 A 1 A 1		25510155		27.00	S10,800800	557 715 70 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	* T. O.			
	City Manipage	ΔIA	Ą	\$201.656.00	\$325.00	\$0.00	\$19,036,33	\$25.207.00	\$246,224.33	13	ıη	Deferred comp the lesser of 12.5% base or the
٠	a Source And	5		-								max under IKS rules
	Deputy City Manager	\$108,596.80	\$173,784.00	Vacant	after 5 years	\$0.00		\$0.00	\$140,500.00			Vacant, Rettled Deputy City Manager eather in yr; Chramtiv vacant: has as a 3rd Admin
lowa crty												Retitled from Assistant to the City Manager to
	Assistant City Manager	\$85,675.20	\$133,120.00	\$100,588.80	\$0.00	\$0.00	\$9,495.58		\$110,084.38		•••	Assistant City Manager
	(BIO) all said			20 3 1 2 TO 1 1 2 TO 1 1 2 TO 1 2		B	KATETICE I		74,808,9575			
	City Mana	\$152,679,00	\$224.528.00	\$186,070,00	\$600.00	\$3,960.00	\$17,565.01	\$11,999.52	\$220,194.53	Not sure	14	Longivity after 10 years
Marion	Teer	\$101,773.00	\$149,666.00	\$105,641.00	\$0.00	N/a	\$9,972.51	\$0.00	\$115,613.51	Not sure	æ	Longivity after 5 year \$400
	1	STORY STATE OF THE STATE OF	1.359	200 Per 100 Pe	25.00.00		7274277	100 100 100	500000000			
	Stroing Mayor	NA	ΝΑ	\$105,095.38	\$0.00	XXX	\$9,921.00	\$0.00	\$115,016.38	20	80	Strong Mayor / use of City vehicle; pay back
Council Bluffs			2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	0.000	0000	0000	2000	90.00	6150 141 03			Vecanity used last neconity that
	Chief of Staff	\$107,470.93	\$137,163.59	\$137,163.59	00.0¢	20.05	512,948.24	20,00	COTTTOCTS			מפפונה מפנה לפני להפוסיים להפו
		VN	V.	\$197 RED OD	\$540.00	\$540.00	\$18 677 98	\$0.00	\$216.537.98			No ranges; also has mayor at \$97,065.28
	City Additistrator	5 5	V.	AN	AN	AN	NA	AN	AN	NA A	¥	Does not have an assistant
Cedar Falls	AN.	Ę	Ş	\$67.065.28	<u>ç</u>				\$97,065.28			
	Wayu			150			A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1000	10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
		6	S SA	të I	00.05	1	\$0.151.89	\$21 593 89	완		5	Strong Mayor
Colvotoff	Chick of Child	5	Ç.	Annatoria de					\$176,000.00			Total wages includes benefits
Wateriou	Cities of Staff				A COLUMN	The state of the s	200 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	GDWHGDWHGA	5787 (199.89			
	CONTRACTOR OF THE PROPERTY OF THE SAME OF	SECURIOR SEC	C Transcongery Caraches (Sep.		Marketon Carlo Andrews	William Anna Career	AND STATE THE PROPERTY OF THE PARTY OF THE P					

STATE OF THE PROPERTY OF THE P		
Ranking	Administrative Crown Totals 7/1/21	
1	Ames TOTAL	\$516,294.00
2	Iowa City TOTAL	\$496,808.71
3	West Des Moines TOTAL	\$486,194.35
4	Dubuque TOTAL	\$466,940.37
5	Ankeny TOTAL	\$463,235.12
9	Urbandale TOTAL	\$416,412.00
7	Sioux City TOTAL	\$400,949.29
8	Marion TOTAL	\$335,808.04
6	Cedar Falls TOTAL	\$313,603.26
10	Waterloo TOTAL	\$282,099.89
11	Council Bluffs TOTAL	\$265,128.22
	AVERAGE	\$403,952.11

	10000000000000000000000000000000000000				ne	7/1/2021	Strong Mayor/ City Mailager/ City Administrator 7/1/2021				
Clty	Minimum	Maximum	Current Base Salary	Longevity Pay	Annual Car Allowance	Contributions made to IPERS System (9.44%)	Employer Contributions to deferred compensation annuity, 401K	Approximate Total Compensation years in public service	Approximate years in public service	Years in current Job	Notes
Dubuque	\$235.245.14	A/N	\$235,245.14	\$9,409.81	\$8,465.60	\$23,095.54	\$39,144.79	\$315,360.28	45	28	City Manager
West Des Moines			\$219,552.00	\$350.00	\$4,800.00	01	\$58,071.00	\$282,773.00	40+	7	City Manager
Ames			\$226,633.00	\$0.00	\$6,000.00	ou	\$38,392.00	\$271,025.00	40+	40+	annual base includes longivity
Ankeny	\$221,894.00	AN	\$221,894.00	\$500.00	\$6,000.00	\$20,946.79	\$32,500.00	\$260,894.00	22	7	4% 7/1/22; City Manager
Urhandale	\$163,000.00	\$209.571.00	\$211,665.00	\$0.00	\$4,800.00	\$19,862.00	\$11,638.00	\$247,965.00	30+	12	City Manager
Iowa City	NA	AN	\$201,656.00	\$325.00	\$0.00	\$19,036.33	\$25,207.00	\$246,224.33	19	2	City Manager/ deferred comp the lesser of 12.5% base or the max under IRS rules
Sioux City	\$102,500.11	\$204,225.00	\$199,983.00		\$5,200.00	\$18,303.00	\$16,001.00	\$239,487.00			City Manager
Marion	\$152,679.00	\$224,528.00	\$186,070.00	\$600.00	\$3,960.00	\$17,565.01	\$11,999.52	\$220,194.53	Not sure	14 years	City Manager
Cedar Falls	AN	AN	\$197,860.00	\$540.00	\$540.00	\$18,677.98	\$0.00	\$216,537.98			No ranges; also has mayor at \$97,065.28
Council Bluffs	NA	NA	\$105,095.38	\$0.00	xxxx	\$9,921.00	\$0.00	\$115,016.38	20+3	7	Strong Mayor / use of City vehicle; pay back personal use
Waterloo	NA	AN	\$96,948.00	\$0.00	\$0.00	\$9,151.89	\$16,967.19	\$106,099.89	1	5	Strong Mayor
Average	\$160.018.28	\$212.774.67	\$191,145.59	\$1,954.14		\$16,228.86	\$22,720.05	\$229,234.31	22	7	

				Chief of St.	aff/ Assistant	7/1/2021	Chief of Staff/Assistant City Manager/Assistant City Administrator 7/1/2021	rator			
Clty	Minimum	Maximum	Current Base Salary	Longevity Pay	Annual Car Allowance	Annual Car and to the Contributions to deferred Allowance System (9.44%) compensation annuity, 401K	Employer Contributions to deferred compensation annuity, 401K	Total Compensation	Approximate Years in years in current public service Job	Years in current job	Notes
Cedar Falls	NA	NA	NA	AN	AN	NA	NA	NA	AN	AN	Does not have an assistant
Ankeny	\$123,268.00	\$165,425.00	\$165,425.00	\$1,500.00	\$4,800.00	\$15,626.12	\$15,000.00	\$202,341.12	16	16	Assistant City Manager
West Des Moines	\$119,033.00	\$189,859,00	\$177,938.00	\$350.00	\$0.00	\$11,133.35	\$0.00	\$189,421.35	13	2	
Waterloo								\$176,000.00			Pulled from The Courier paper; wage includes benefits
Urbandale	\$114,478.00	\$147,175.00	\$145,542.00	\$0.00	\$4,800.00	\$13,739.00	\$4,366.00	\$168,447.00	20+	00	Assistant City Manager/Economic Development Director
Dubuque	\$104,873.60	\$137,134.40	\$137,134.40	\$1,371.24	\$0.00	\$13,074.88	\$0.00	\$151,580.09	14	4	Assistant City Manager
Council Bluffs	\$107,470.93	\$137,163.59	\$137,163.59	\$0.00	\$0.00	\$12,948.24	\$0.00	\$150,111.83		The second second	
Ames	\$104,650.00	\$162,430.00	\$121,192.00					\$121,192.00			Assistant City Manager
Marion	\$101.773	\$149,666.00	\$105,641	\$0.00	N/a	\$9,972.51	N/a	\$115,613.51	Not sure	3 years	\$400 after 5 years
lowa City	\$108,596.80	\$173,784.00	Vacant	after 5 years	\$0.00		\$0.00				Vacant; Retitled Deputy City Manager earlier in the year; Currently vacant; but lowa City has as a 3rd Admin see below
Sioux City	\$115,306.67	\$161,462.28									Assistant City Manager
Average	\$109,419.86	\$154,280.03	\$141,260.20	\$1,073.75	\$1,920.00	\$12,420.06	\$3,750.00	\$159,338.36			Assistant City Manager

		١		
	Step	Anr	Annual Wage	%
Grade 34	1	\$	107,470.93	2.00%
	2	\$	112,844.39	2.00%
	8	\$	118,486.69	2.00%
	4	\$	124,411.13	2.00%
	5	\$	130,632.07	2.00%
Current Max on Current Pay Scale Grade 34	9	\$	137,163.59	2.00%
Grade 35 (proposed addition)	1	\$	112,844.39	2.00%
	2	45	118,487.21	2.00%
	8	\$	124,411.13	2.00%
	4	45	130,631.28	2.00%
	2	\$	137,164.11	2.00%
	9	\$	144,021.89	2.00%
Grade 36 (proposed addition)	1	Ş	118,487.21	2.00%
	2	\$	124,411.39	2.00%
	3	\$	130,631.28	2.00%
	4	\$	137,163.07	2.00%
	2	\$	144,022.41	2.00%
Proposed Max on Curent Pay Scale Grade 36	9	S	151,222.88	2.00%
Grade 37 (proposed addition)	1	\$	124,411.39	2.00%
	2	\$	130,631.28	2.00%
	ю	\$	137,163.07	2.00%
	4	\$	144,022.41	2.00%
	2	\$	151,222.88	2.00%
Proposed Max on Curent Pay Scale Grade 37	9	\$	158,784.02	2.00%
Grade 28 (nronoced addition)	V	Ş	130,631.28	2.00%
	2	\$	137,163.07	2.00%
	ĸ	\$	144,022.41	2.00%
	4	\$	151,222.88	2.00%
	. 5	\$	158,784.02	2.00%
Proposed Max on Curent Pay Scale Grade 38	9	s,	166,723.22	2.00%

RESOLUTION NO 21-257

RESOLUTION ADDING FOUR (4) PAY GRADES TO THE NON-UNION COMPENSATION PAY SCALE

WHEREAS,	at the request of the Mayor a thorough compensation analysis was conducted by the Payroll Manager and Director of Human Resources for the leadership positions,
WHEREAS,	the last time a pay grade was added to the non-union compensation pay scale was FY1991.
WHEREAS,	market discrepancies and wage compression were found,
WHEREAS	it is recommended by the Director of Human Resources and the Mayor to add grades 35, 36, 37 and 38
WHEREAS,	said changes will help the Mayor set the City up for continued growth and success.

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

That four (4) pay grades be added to the non-union compensation pay scale effective August 23rd, 2021.

	ADOPTED AND APPROVED	August 23, 2001
	Chad M. Hannan, Mayo	or Pro Tem
ATTEST:	Jodi Quakenbush, City	Clerk

Council Communication

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

Liquor Licenses ITEM 7.A.

Council Action: 8/23/2021

Description

- 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

Background/Discussion

The Horseshoe Casino and Lipstix had the following alcohol related incidents/arrests this licensing period. The other businesses had none.

Horseshoe Casino

08-23-20—At 8:01 pm, Officers were dispatched to the Horseshoe Casino for an intoxicated man refusing to leave. The man was arrested for public intoxication.

10-01-20—At 7:00 pm, Officers were sent to the Horseshoe Casino for an intoxicated man refusing to leave. Officers handled the call with no arrests or reports made.

10-19-20—At 10:22 pm, Officers were dispatched to the Horseshoe Casino for an intoxicated man who had assaulted a Security Officer and then fled the area. The Security Officer had the man's ID at the time he was assaulted and was able to positively identify the man on the ID as the man who assaulted him. Officers issued warrants for the man's arrest for assault.

10-23-20—At 10:00 pm, Officers were sent to the Horseshoe Casino for an intoxicated female refusing to leave. The female was arrested for public intoxication.

11-16-20—At 9:29 pm, Officers were dispatched for an intoxicated man refusing to leave. The man was arrested for public intoxication.

02-09-21—At 3:09 am, Officers were sent to the Horseshoe Casino for an intoxicated man. The man left prior to arrival of Officers.

02-19-21—At 8:19 pm, Officers were sent to the Horseshoe Casino for an intoxicated male refusing to leave. The man was arrested for public intoxication

03-13-21—At 12:25 am, Officers were dispatched to Horseshoe Casino for an intoxicated man refusing to leave. The man was arrested for public intoxication.

03-21-21—At 1:46 am, Officers were dispatched for an intoxicated female. Officers arrested the female for public intoxication.

05-31-21—At 2:47 am, Officers were sent to Horseshoe Casino for three females involved in a disturbance.

Officers arrested one female for assault and public intoxication.

07-10-21—At 2:44 am, Officers were sent to the Horseshoe Casino for an intoxicated man refusing to leave. The man was arrested for public intoxication.

07-18-21—At 12:08 am, Officers were dispatched to Horseshoe Casino for an intoxicated man creating a disturbance. The man was arrested for disorderly conduct and public intoxication.

<u>Lipstix</u>

09-19-20—At 2:05 am, Officers were sent to Lipstix for a female who had caused destruction inside the bar with a pool cue. The female was arrested for criminal mischief and interference with official acts.

10-22-20—At 1:27 am, officers were sent to Lipstix for a disturbance between three females. The disturbance was over prior to the arrival of Officers.

01-01-21—At 1:27 am, Officers were dispatched to Lipstix for a disturbance between two intoxicated men. The disturbance was over prior to the arrival of Officers and no further action was taken.

01-14-21—At 7:28 pm, Officers were dispatched to Lipstix for a physical disturbance between two males outside the front doors. Both men were gone prior to the arrival of Officers.

02-06-21—At 1:17 am, Officers were dispatched to Lipstix for a female who had been injured in a disturbance. Officers made contact with all parties involved and determined that the injured female was the aggressor in the incident. A report was left for matter of record only.

02-28-21—At 12:32 am, Officers were sent to Lipstix for a disturbance involving several females. The females left the area prior to the arrival of Officers.

03-17-21—At 10:23 pm, Officers were dispatched to Lipstix for two females fighting. The call was handled by Officers, with no arrests or reports being made.

05-07-21—At 11:20 pm, Officers were sent to Lipstix for a report of a sexual assault of a female lipstix patron, by a male patron of Lipstix. The assault began at in the parking lot of the business. The incident was forwarded to CID for follow-up.

06-05-21—At 11:13 hrs, Officers were sent to Lipstix/The Pool Hall for a disturbance. Upon arrival, a vehicle was seen speeding from the parking lot. The vehicle was stopped and its male occupant arrested for OWI.

07-12-21—At 2:40 am, Officers were sent to Lipstix for a vehicle in the parking lot trying to strike bouncers. The vehicle fled the area prior to the arrival of Officers.

Recommendation		

ATTACHMENTS:

Description Type Upload Date
Applications Other 8/18/2021

Casey's General Store #3203- LE0002659 Premise Street: 1928 Sherwood Dri

Privileges and Sub Permits Sunday Service

Class E Liquor License

Application Number : App-145948

Continue

Application Type Renewal Tentative Effective Date 2021-10-15

Tentative Expiration Date 2022-10-14

Application Status

Submitted to Local Authority

:

License Length 12 Month Local Authority

City of Council Bluffs

Dramshop

Corporation Name

Casey's Marketing Company

RENEWAL [NEW SPECIAL EVENT
POLICE	Local Amt
FIRE PAT	Endorsed
BUILDING	Issued
ZONING	Expires
	Council

CB Quick Stop- LE0002257 Premise Street: 3500 Ave A

Class E Liquor License

Application Number: App-145089

Continue

Application Type Renewal

Tentative Effective Date

2021-09-15

Tentative Expiration Date

Application Status

Submitted to Local Authority

License Length

Local Authority 12 Month

City of Council Bluffs

Dramshop

2022-09-14

Corporation Name

LALA INC

Privileges and Sub Permits

Sunday Service

RENEWAL	□ NEW □ SPECIAL EVENT
POLICE F	Local Amt
FIRE AF	Endorsed
BUILDING	Issued
ZONING	Expires
	Council

Council Bluffs TravelCenter- BC0029111 Premise Street: 3210 S 7th Street

Class C Beer Permit

Application Number : App-144877

Continue

Application Type
Renewal

Tentative Effective Date 2021-09-25

Tentative Expiration Date 2022-09-24

Application Status

Submitted to Local Authority

License Length 12 Month Local Authority

City of Council Bluffs

Dramshop

Corporation Name TA Operating LLC

RENEWAL [NEW SPECIAL EVENT
POLICE	Local Amt
FIRE_AC	Endorsed
BUILDING	Issued
ZONING	Expires
	Council

Courtyard by Marriott- LB0002151 Premise Street: 2501 Bass Pro Drive

Class B Liquor License

Application Number: App-138497

Continue

Application Type
Renewal

Tentative Effective Date

2021-06-01

Tentative Expiration Date

2022-05-31

Application Status

Submitted to Local Authority

:

License Length

12 Month

Local Authority

City of Council Bluffs

Dramshop

Corporation Name

IRH - Council Bluffs, LLC

Privileges and Sub Permits Catering, Outdoor Service, Sunday Service

	NEW SPECIAL EVENT
POLICE	Local Amt
FIRE AF	Endorsed
BUILDING ST	Issued
ZONING	Expires
	Council

D&S Xpress- BC0030306

Premise Street: 1220 North 25th Street

Class C Beer Permit

Application Number : App-146282

Continue

:

Application Type Renewal Tentative Effective Date

2021-08-13

Tentative Expiration Date

2022-08-12

Application Status

Submitted to Local Authority

License Length

12 Month

Local Authority

City of Council Bluffs

Dramshop

Corporation Name

Trace Enterprises Inc

Privileges and Sub Permits

RENEWAL	NEW SPECIAL EVENT
POLICE H	Local Amt
FIRE AP	Endorsed
BUILDING	Issued
ZONING	Expires
	Council

D&S Xpress- BC0030307

Premise Street : 2924 North Broadway

Class C Beer Permit

Application Number : App-146287 Continue

Application Type Renewal Tentative Effective Date

2021-08-13 2022-08-12

Tentative Expiration Date

Application Status

Submitted to Local Authority

:

License Length 12 Month Local Authority

City of Council Bluffs

Dramshop

Corporation Name

Trace Enterprises Inc

Privileges and Sub Permits

RENEWAL [NEW 🗀 SPECIAL EVENT
POLICE C	Local Amt
FIRE AF	Endorsed
BUILDING **	Issued
ZONING	Expires
	Council

Fox Run Golf Course- LC0033993 Premise Street: 3001 Mac Ineery Dr

Class C Liquor License

Application Number: App-145267

Continue

Application Type

Renewal

Tentative Effective Date

2021-08-03

Tentative Expiration Date

2022-08-02

Application Status

Submitted to Local Authority

License Length

12 Month

Local Authority

City of Council Bluffs

Dramshop

Corporation Name

Authier Properties, LLC

POLICE_	NEW SPECIAL EVENT
FIRE AF BUILDING TO	Endorsed Issued
ZONING	Expires
	Council

Hooters of Council Bluffs- LC0041042 Premise Street: 2910 23rd Ave.

Class C Liquor License

Application Number : App-143765 Con

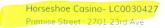
Expires Council

Continue

Application Type Renewal	Tentative Effective Date 2021-08-11	Tentative Expiration Date 2022-08-10	Application Status Submitted to Local Authority	i
License Length	Local Authority	Dramshop	Corporation Name	
12 Month	City of Council Bluffs		HOA Restaurant Holder, LLC	
Privileges and Sub Permits	5			

RENEWAL NEW SPECIAL EVENT
POLICE Local Amt
FIRE Present
BUILDING Issued

ZONING



Class C Liquor License

Application Number : App-145806

Continue

Application Type
Renewal

Tentative Effective Date 2021-10-05

Tentative Expiration Date 2022-10-04

Application Status

Submitted to Local Authority

:

License Length 12 Month Local Authority

City of Council Bluffs

Dramshop

Corporation Name

Harveys BR Management

Company, Inc.

RENEWAL []	NEW SPECIAL EVENT
POLICE H	Local Amt
FIRE AP	Endorsed
BUILDING S	Issued
ZONING	Expires
	Council

Hy-Vee C-Store #1- BC0030204 Premise Street: 21 South 25th Street

Class C Beer Permit

Application Number: App-145847 Continue

Application Type Renewal

Tentative Effective Date

2021-10-15

Tentative Expiration Date

Application Status

÷

Submitted to Local Authority

License Length 12 Month

Local Authority City of Council Bluffs Dramshop

2022-10-14

Corporation Name Hy-Vee, Inc.

Privileges and Sub Permits Sunday Service

BUILDING Issued Expires	POLICE FIRE AC	NEW SPECIAL EVENT
rybites	BUILDING	
	ZUNING	Expires Council

KWIK SHOP #595- LE0002645 Premise Street: 1749 W BROADWAY

Class E Liquor License

Application Number : App-145990

Continue

Application Type
Renewal

Tentative Effective Date

2021-09-17

Tentative Expiration Date

2022-09-16

Application Status

Submitted to Local Authority

:

License Length 12 Month Local Authority

City of Council Bluffs

Dramshop

Corporation Name

KWIK SHOP, INC

Privileges and Sub Permits Sunday Service

RENEWAL NEW SPECIAL EVENT
POLICE Local Amt
FIRE Endorsed
BUILDING Issued
ZONING Expires
Council



Class C Liquor License

Application Number : App-145455

Continue

:

Application Type
Renewal

Tentative Effective Date

2021-08-26

Tentative Expiration Date

2022-08-25

Application Status

Submitted to Local Authority

License Length 12 Month Local Authority

City of Council Bluffs

Dramshop

Corporation Name

JDP, Inc.

RENEWAL	NEW SPECIAL EVENT
POLICE_FILE	Local Amt
FIRE AP	Endorsed
BUILDING	Issued
ZONING	Expires
	Council

Primos Mexican Restaurant- LC0045865

Premise Street: 930 5th Ave

Class C Liquor License

Application Number : App-143792 Continue

Application Type
Renewal

Tentative Effective Date

2021-09-10

Tentative Expiration Date

2022-09-09

Application Status

Submitted to Local Authority

:

License Length

Privileges and Sub Permits

12 Month

Local Authority

City of Council Bluffs

Dramshop

Corporation Name

ZONING

Primos Mexican Restaurant Inc.

Expires Council

RENEWAL INEW	SPECIAL EVENT
(1)	al Amt
FIRE AF End	orsed
BUILDING SC Issu	ued

Quarthouse, The- LC0030137 Premise Street: 107 Pearl St

Class C Liquor License

Application Number: App-145259

Continue

Application Type Renewal Tentative Effective Date

2021-08-31

Tentative Expiration Date

Application Status

Submitted to Local Authority

License Length
12 Month

Local Authority

City of Council Bluffs

Dramshop

2022-08-30

Corporation Name

Quarthouse, Inc.

Privileges and Sub Permits

RENEWAL _	NEW SPECIAL EVENT
POLICE H	Local Amt
FIRE AF	Endorsed
BUILDING	Issued
ZONING_	Expires
	Council

Sams Club #6472- LE0000762

Premise Street: 3221 Manawa Centre Dr

Class E Liquor License

Application Number : App-146352

Continue

Application Type
Renewal

Tentative Effective Date

2021-09-27

Tentative Expiration Date

2022-09-26

Application Status

Submitted to Local Authority

License Length

12 Month

Local Authority

City of Council Bluffs

Dramshop

Corporation Name

Sam's West Inc

Privileges and Sub Permits Sunday Service

RENEWAL [NEW SPECIAL EVENT
POLICE HC	Local Amt
FIRE 1	Endorsed
BUILDING Se	Issued
ZONING	Expires
	Council

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.

<u>Please Note</u>: 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: Ray Sandoval I+m Displays Name of Event: Creekside Church Fireworks 	_
Contact Name: Ray Sandowl	
• Mailing Address for Contact: 17783 Allis 21	_
C.B., CA 57503	_
• Contact Phone Number: 402-980-1800	
· Email ray @ jandmdisplags.com	_
• Address of Event: 3320 Herry Langdon Blud 57503	_
Estimate of Number of Participants:	
□ 1-50 Ø*251-500	
□ 51-100 □ 501-1,000	
$\Box 100-150 \qquad \Box > 1,000$	
 Attach map of event location, set-up, and/or route 	
II. Type of Event:	
☐ Circus* ☐ Walk, Run, Bicycle Event	
☐ Carnival* ☐ Concert	
Fireworks* Neighborhood/Block or Private Party	
☐ Parade* ☐ Other:	
*The above events require City Council approval, which could take 2-4 weeks obtain.	to
III. Date of Event	
- Date Set Up 9-5-21 Date Taken Down 9-5-21	
- Date Held 9-5-21 Times Held 10 ?m	
IV. Brief description of event: Creeksike Church has hired us	_
for a fireworks Show for their church Asrival.	
· · · · · · · · · · · · · · · · · · ·	

٧.	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) 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 ch	necked any of the boxes above, please give a brief description below:
We	will block aff the trail between the church
F 1	losquito Cocele with caution rape. We will also
	personel on gite to ensure site security.
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

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: 8-18-21	
REQUESTING PERSON:	•
NAME: Kuy Sundova	人
	7783 Allis RL
C	overil Bluffs, IA 51503
PHONE NUMBER: 402-98	
EMAIL: ray @ ; and n	displays, com
ORGANIZATION/EVENT: JFM	
EVENT LOCATION: 3320 Herry	Lang Jon Blos
EVENT DATE: 10 Por RS	9-5-21
EVENT TIME: 10 Pm	
EXPLAIN SOURCE OF NOISE AND S	SPECIFIC HOURS OF NOISE:
Cookeile Clumb her lie	and we the framents There is a presidely
of the class soin Sich	red us for freworks. There is apossibility
- 1 - 3 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	11 19 10 11
Phone Number: 712-890-5261	e, 209 Pearl Street, Ste 102, Council Bluffs, IA 51503
• • • • • • • • • • • • • • • • • • • •	eved/disapproved by the City Council. Applications MUST be ensure enough time to be reviewed by City Council.
**************	***************************************
City Council met onas described above.	_, 20, regarding this application requesting noise variance
APPROVED () DISAPPROVED () APPROVED WITH STIPULATION ()
The Police have the authority to cease event if complaints are received.	e music or require reduction of volume for the remainder of
City Clerk	 Date