



**Study Session Agenda
City of Council Bluffs, Iowa
February 26, 2024, 3:45 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

STUDY SESSION AGENDA

- A. Matt Cox & HR Green - Pavement Management Program
- B. Review Agenda

EXECUTIVE SESSION

- A. Richard Wade - Litigation Potential per Chapter 21.5.1(C)



**Council Agenda, City of Council Bluffs, Iowa
Regular Meeting February 26, 2024, 7:00 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

AGENDA

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. CONSENT AGENDA

- A. Approval of Agenda and tape recordings of these proceedings to be incorporated into the official minutes.
- B. Reading, correction and approval of the February 2, 2024 Special Meeting and February 12, 2024 City Council Meeting Minutes.
- C. Ordinance 6597
Ordinance to amend Chapter 15.09 R-2/Two-Family Residential District of the Municipal Code (zoning ordinance) and setting a public hearing for March 11, 2024 at 7:00 p.m. by amending Section 15.09.030 "Conditional Uses" to include "boarding, lodging, rooming house or bed and breakfast". ZT-24-001
- D. Ordinance 6598
Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 and setting a public hearing for March 11, 2024 at 7:00 p.m. by rezoning property legally described as Lots 1 and 3a, Lake Manawa Centre Subdivision from P-C/Planned Commercial District to C-2/Commercial District as defined in Chapter 15.15 with specific requirements described in the Council packet. Location: 3200 Manawa Centre Drive. ZC-23-015
- E. Ordinance 6599
Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 and setting a public hearing for March 11, 2024 at 7:00 p.m. by rezoning property legally described as Lot 2, Arbor Creek from R-2/Two-Family Residential District to C-1/Commercial District as defined in Chapter 15.14 of the Municipal Code and repealing the P-R/Planned Residential Overlay adopted on said property by Ordinance 6453. Location: Undeveloped property lying at the northwest corner of the intersection of College Road and Railroad Highway. ZC-24-001 & PR-21-001

F. Resolution 24-48

Resolution determining the necessity and fixing a date for a public hearing as April 1, 2024 at 7:00 p.m. on the matter of the adoption of a proposed amended and restated consolidated urban revitalization plan. URV-24-001

G. Resolution 24-49

Resolution approving Request for Proposals and setting a public hearing for April 22, 2024 at 7:00 p.m. for approximately .25 acres of land at 1st Avenue and S. 8th Street.

H. December 2023 Financial Reports

I. Boards/Commissions

Board of Appeals

J. Right of Redemption

K. Claim

4. MAYORS PROCLAMATIONS

A. Women in Construction Week

5. PUBLIC HEARINGS

A. Ordinances 6595 and 6596

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 by rezoning property legally described as the west ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, from C-2/Commercial District to R-3/Low Density Multifamily Residential District as defined in Chapter 15.10, with specific requirements as set forth in the Council packet. Location: Undeveloped land lying north of 27th Avenue and west of South 19th Street. ZC-23-016

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 by appending a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, as defined in Chapter 15.28. PR-23-007

B. Resolution 24-50 and Ordinance 6600

Resolution determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the city; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 1 to the 23rd Avenue Urban Renewal Plan.

Ordinance providing that general property taxes levied and collected each year on all property located within the 23rd Avenue Urban Renewal Area by and for the benefit of the State of Iowa, City of Council Bluffs, County of Pottawattamie, Council Bluffs Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the 23rd Avenue Urban Renewal Area (the 23rd Avenue Urban Renewal Plan as amended by Amendment No. 1.)

C. Resolution 24-51

Resolution authorizing the City wide parking lot upgrade project for Big lake Park parking lot and Valley View Park parking lot.

D. Resolution 24-52

Resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and Union at Bluffs Run, LP.

6. RESOLUTIONS

A. Resolution 24-53

Resolution authorizing the Mayor to execute the petition for voluntary annexation and annexation agreement with Morris Properties, LLC as well as the Joint City/County Agreement pertaining to property legally described as the northeast quarter section of the southwest quarter of section 7-17-43, except railroad right-of-way.

B. Resolution 24-54

Resolution authorizing the City to award a \$10,000 hiring bonus to police officer candidates certified by the Iowa Law Enforcement Academy.

C. Resolution 24-55

Resolution authorizing the Mayor and City Clerk to execute an agreement with JEO Consulting Group, Inc. for engineering services in connection with the 6th Avenue Pump Station Odor Control. Project # PW24-17

D. Resolution 24-56

Resolution authorizing the Mayor and City Clerk to execute an agreement with Snyder & Associates, Inc. for engineering services in connection with the Hillcrest Avenue Reconstruction, Phase 1. Project # PW24-13

E. Resolution 24-57

Resolution accepting the bid of Bluffs Paving & Utility Co. Inc. in connection with the Mid-America Center Parking Lots Rehab, Phase 4. Project # BM24-01

F. Resolution 24-58

Resolution authorizing the Mayor and City Clerk to execute an agreement with Ehrhart Griffin & Associates for engineering services in connection with the South 23rd Street Sewer Rehab, Phase I. Project # PW24-12

G. Resolution 24-59

Resolution authorizing the Mayor and City Clerk to enter into an agreement and award a contract in the amount of \$285,000 to Dostals Construction Co, Inc for the Prospect Park Playground Upgrade. R24-16

H. Resolution 24-60

Resolution to adopt an associated development plan on property legally described as Lots 1 and 2, Union at Bluffs Run. Location: Undeveloped land lying north of 27th Avenue and west of South 19th Street. PR-23-007

I. Resolution 24-61

Resolution certifying the FY2024 Water, Sewer, and Refuse collection lien schedule for nonpayment to the County Treasurer to be assessed against the owner's property.

J. Resolutions 24-62 through 24-68

Resolutions granting approval of tax abatement on improvements made to real property within Urban Revitalization Areas during the 2024 tax assessment year (2023 calendar year.)

7. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor Licenses

1. 3rd Base Bar and Grill, 800 North 8th Street
2. Lansky's, 1131 North Broadway
3. Longhorn Steakhouse #5397, 3727 Denmark Drive
4. Maggie's Rodeo Saloon, 164 West Broadway
5. Whispering Woods Golf Course, 3011 Macineery Drive (New)

B. Special Event Application

Triple Crown Sports - Omaha SlumpBuster (Fireworks)

8. OTHER BUSINESS

9. CITIZENS REQUEST TO BE HEARD

10. ADJOURNMENT

DISCLAIMER:

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



City Council Special Meeting Minutes February 2, 2024

CALL TO ORDER

Mayor Walsh called the meeting to order at 2:30 p.m. on February 2, 2024.
Council Members present: Steve Gorman, Chris Peterson, Roger Sandau
and Jill Shudak.

Council Member absent: Joe Disalvo.

Staff present: Amanda Kopera and Graham Jura.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor License

Bluffs Elks Lodge 531

Roger Sandau and Steve Gorman moved and seconded approval of
Applications for permits and cancellations, Item 2A, Liquor License.

Unanimous, 4-0 vote. (Absent: Disalvo)

CITIZENS REQUEST TO BE HEARD

ADJOURNMENT

Mayor Walsh Adjourned the meeting at 2:31 pm

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

Matthew J. Walsh, Mayor

Attest: Amanda Kopera, Deputy City Clerk



City Council Meeting Minutes February 12, 2024

CALL TO ORDER

Mayor Pro Tem Roger Sandau called the meeting to order at 7:00 p.m. on Monday February 12, 2024.

Council Members present: Joe Disalvo, Steve Gorman, Chris Peterson, Roger Sandau and Jill Shudak.

Staff Present: Jodi Quakenbush and Richard Wade.

CONSENT AGENDA

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

Reading, correction and approval of the January 15, 2024 and January 22, 2024 City Council Meeting Minutes.

Ordinances 6595 and 6596

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 and setting a public hearing for February 26, 2024 at 7:00 p.m. by rezoning property legally described as the west ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, from C-2/Commercial District to R-3/Low Density Multifamily Residential District as defined in Chapter 15.10, with specific requirements as set forth in the Council packet. Location: Undeveloped land lying north of 27th Avenue and west of South 19th Street. ZC-23-016

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 and setting a public hearing for February 26, 2024 at 7:00 p.m. by appending a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, as defined in Chapter 15.28. PR-23-007

Resolution 24-26

Resolution setting a public hearing on February 26, 2024 at 7:00 pm for the city wide parking lot upgrades for Big Lake Park and Valley View Park parking lots, R 24-01 & R 25-01.

Resolution 24-27

Resolution approving the form and content of the Request for Proposal for the disposition of 1901 2nd Avenue and directing the City Clerk to publish a notice inviting proposals and setting the date of public hearing on the intent to accept proposals for March 25, 2024 at 7:00 p.m.

Resolution 24-28

Resolution approving the form and content of the Request for Proposal for the disposition of a parcel along South 24th Street at 23rd Avenue and directing the City Clerk to publish a notice inviting proposals and setting the date of public hearing on the intent to accept proposals for March 25, 2024 at 7:00 p.m.

November 2023 Financial Reports, Claims and Right of Redemption Notices.

Jill Shudak and Steve Gorman moved and seconded approval of Consent Agenda. Unanimous, 5-0 vote.

PUBLIC HEARINGS

Resolution 24-29

Resolution instituting proceedings to take additional action for the issuance of not to exceed \$23,500,000 General Obligation Bonds, Series 2024 (ECP-1).

Joe Disalvo and Chris Peterson moved and seconded approval of Resolution 24-29. Unanimous, 5-0 vote.

Resolution 24-30

Resolution instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, Series 2024 (GCP-2).

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-30. Unanimous, 5-0 vote.

Resolution 24-31

Resolution instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, Series 2024 (GCP-3).

Joe Disalvo and Jill Shudak moved and seconded approval of Resolution 24-31. Unanimous, 5-0 vote.

Resolution 24-32

Resolution instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, Series 2024 (GCP-4).

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-32. Unanimous, 5-0 vote.

Resolution 24-33

Resolution instituting proceedings to take additional action for the issuance of not to exceed \$400,000 General Obligation Bonds, Series 2024 (GCP-5).

Joe Disalvo and Jill Shudak moved and seconded approval of Resolution 24-33. Unanimous, 5-0 vote.

Resolution 24-34

Resolution instituting proceedings to take additional action for the issuance of not to exceed \$550,000 General Obligation Bonds, Series 2024 (GCP-6).

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-34. Unanimous, 5-0 vote.

Resolution 24-35

Resolution instituting proceedings to take additional action for the issuance of not to exceed \$550,000 General Obligation Bonds, Series 2024 (GCP-7).

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-35. Unanimous, 5-0 vote.

Resolution 24-36

Resolution granting final plat approval of a two-lot subdivision to be known as Union at Bluffs Run. Location: Undeveloped land lying north of 27th Avenue and west of South 19th Street. SUB-23-014

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-36. Unanimous, 5-0 vote.

Amended Resolution 23-231

Resolution to dispose of City property described as former Wabash Railroad right-of-way across Lots 7-12, Block 28, Fleming and Davis' Addition. Location: Former railroad right-of-way running adjacent to the north of 1704 14th Avenue. OTB-23-008

Joe Disalvo and Steve Gorman moved and seconded approval of Amended Resolution 23-231. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 24-37

Resolution authorizing the Mayor and City Clerk to execute an agreement with HGM Associates Inc. for engineering services in connection with the 9th Avenue Bridge over Indian Creek. PW25-18

Steve Gorman and Jill Shudak moved and seconded approval of Resolution 24-37. Unanimous, 5-0 vote.

Resolution 24-38

Resolution authorizing the mayor to execute an agreement with Felsburg Holt & Ullevig for engineering services in connection with the 30th Avenue Reconstruction. PW25-12

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-38. Unanimous, 5-0 vote.

Resolution 24-39

Resolution authorizing the Mayor and City Clerk to execute an agreement with HDR Engineering, Inc. for engineering services in connection with the Sanitary Sewer Master Plan Study. CD23-06

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-39. Unanimous, 5-0 vote.

Resolution 24-40

Resolution authorizing and directing the Mayor to execute the Fourth Amendment To Declaration Of Restrictions and Grant Of Easements for Lots 1-8 of The Bluffs Vision Subdivision.

Steve Gorman and Jill Shudak moved and seconded approval of Resolution 24-10. Unanimous, 5-0 vote.

Resolution 24-41

Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects.

Steve Gorman and Chris Peterson moved and seconded approval of Resolution 24-41. Unanimous, 5-0 vote.

Resolution 24-42

Resolution authorizing the issuance of \$26,430,000 General Obligation Bonds, Series 2024 and levying a tax for the payment thereof.

Jill Shudak and Joe Disalvo moved and seconded approval of Resolution 24-42. Unanimous, 5-0 vote.

Resolution 24-43

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

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-43. Unanimous, 5-0 vote.

Resolution 24-44

Resolution adopting a site-specific development plan for a 'retail shopping establishment' (smoke shop) on property legally described as Lots 25 and 26, excluding City right-of-way, Central Subdivision. Location: 2400 West Broadway. MIS-23-014

Steve Gorman and Chris Peterson moved and seconded approval of Resolution 24-44. Unanimous, 5-0 vote.

Resolution 24-45

Resolution adopting a site-specific development plan for a 'restaurant (fast food)' (Runza) on property legally described as Lots 13 through 21, excluding City right-of-way, and the westerly 10 feet of Lot 22, Block 15, Highland Place. Location: 2146 West Broadway. MIS-23-015

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-45. Unanimous, 5-0 vote.

Resolution 24-46

Resolution authorizing the Mayor to execute the Urban Renewal Joint Agreement with Pottawattamie County for a new housing development within the two-mile limit of Council Bluffs.

Steve Gorman and Jill Shudak moved and seconded approval of Resolution 24-46. Unanimous, 5-0 vote.

Resolution 24-47

Resolution authorizing the Mayor and City Clerk to execute an agreement with Felsburg Holt and Ullevig for engineering and other services related to the Multimodal Connection Planning and Environmental Linkages (PEL) Study Phase I. Project# 2023-47.

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-47. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses: 1) Andrews Lounge, 1210 N. 25th St; 2) CVS/Pharmacy #4816, 545 West Washington St; 3) Glory Days, 104-106 West Broadway; 4) Grand Venue, 4040 South Expressway (New)

Jill Shudak and Joe Disalvo moved and seconded approval of Applications for permits and cancellations, Item 6A 1-4, Liquor Licenses. Unanimous, 5-0 vote.

CITIZENS REQUEST TO BE HEARD

Heard from Gail Hunter, 2613 Eagle Ridge Drive.
Sandau moved to receive and file, seconded by Disalvo, 5-0 Unanimous.

ADJOURNMENT

Mayor Pro Tem Roger Sandau 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.

Roger Sandau, Mayor Pro Tem

Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Community

Development

Case/Project No.: ZT-24-001

Submitted by: Moises Monrroy,

Planner

Ordinance 6597

ITEM 3.C.

Council Action: 2/26/2024

Description

Ordinance to amend Chapter 15.09 R-2/Two-Family Residential District of the Municipal Code (zoning ordinance) and setting a public hearing for March 11, 2024 at 7:00 p.m. by amending Section 15.09.030 “Conditional Uses” to include “boarding, lodging, rooming house or bed and breakfast”. ZT-24-001

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/16/2024
Attachment A: Proposed Section 15.09.030	Code Section	2/16/2024
Notice of Public Hearing	Notice	2/16/2024
Ordinance 6597	Ordinance	2/21/2024

City Council Communication

Department: Community Development CASE #ZT-24-001 Applicant: Just Wright Investments Danielle Wright 2122 Avenue 'A' Council Bluffs, IA 51501 Representative: Deborah Petersen 215 South Main Street, Suite 301 Council Bluffs, IA 51503	Ordinance No. _____	<u>City Council</u> 1 st Consideration: 2/26/2024 2 nd Consideration: 3/11/2024 3 rd Consideration: 3/25/2024 Planning Commission: 2/13/2024
Subject/Title Request: Public hearing on the request of Just Wright Investments LLC, represented by Deborah Petersen, to amend Section 15.09.030 of the Council Bluffs Municipal Code by adding 'boarding, lodging, rooming house or bed and breakfast' as a conditional use in the R-2/Two-Family Residential District.		
Background <p>The Community Development Department has received a request from Just Wright Investments LLC, represented by Deborah Petersen, to amend Section 15.09.030 of the Council Bluffs Municipal Code by adding 'boarding, lodging, rooming house or bed and breakfast' as a conditional use in the R-2/Two-Family Residential District. The purpose of this request is to allow the applicant to operate a faith-based rooming house for individuals recovering from substance abuse on property addressed at 424 North 1st Street, which is currently zoned R-2/Two-Family Residential District. If the proposed text amendment is approved, the applicant will be required to obtain a conditional use permit from the Zoning Board of Adjustment for the proposed use.</p> <p>All City Departments and local utilities were notified of the proposed text amendment. The following comments were received:</p> <ul style="list-style-type: none"> A. The Council Bluffs Permits and Inspections Division and the Council Bluffs Fire Department stated that the proposed rooming house at 424 North 1st Street would be acceptable per the Building and Fire Codes provided the number of residents is limited to five. B. The Council Bluffs Public Works Department stated that they have no comments on the request. C. The Council Bluffs Parks and Recreation Department stated that they have no comments on the request. D. The Council Bluffs Police Department stated that they have no objections to the request. They also noted that if residents of the rooming house require a high level of care, it may lead to heightened calls for service and complaints from neighbors should the facility not be suited to the residents' needs. E. Council Bluffs Water Works stated that they have no comments on the request. F. MidAmerican Energy Company stated that they have conflicts or concerns on the request. 		

Discussion

- A. As per Section 17.01.010 of the Council Bluffs Municipal Code, a ‘boarding, lodging, rooming house or bed and breakfast’ is defined as “any dwelling or that part of any dwelling containing one or more rooming units in which space is let by the owner or operator to one or more roomers.”
- B. The R-2/Two-Family Residential District is intended to provide for a medium-density residential neighborhood in established and developing areas of the community, and is primarily comprised of one- and two-family structures.
- C. ‘Boarding, lodging, rooming house or bed and breakfast’ is a principal use in the R-3/Low Density Multifamily Residential District, the R-4/High Density Multifamily Residential District, and the A-P/Administrative-Professional District. If the proposed text amendment were approved, ‘boarding, lodging, rooming house or bed and breakfast’ would be allowed as a conditional use in the R-2 District, and thus would require the issuance of a conditional use permit by the Zoning Board of Adjustment.
- D. The Community Development Department finds that ‘boarding, lodging, rooming house or bed and breakfast’ can be a compatible land use with the R-2 District as such use can be an adaptive reuse of existing residential structures previously used for single- and two-family uses, provided all applicable building and fire code requirements are met. In the case of new construction, a ‘boarding, lodging, rooming house or bed and breakfast’ can be developed to a similar scale and size of surrounding single- and two-family residential uses. Furthermore, allowing such use as a conditional use in the R-2 District provides the opportunity to establish additional site development, off-street parking, landscaping, and screening/buffering standards in order to ensure compatibility with surrounding residential development.

Recommendation

The Community Development Department recommends approval of the request to amend Section 15.09.030 of the Council Bluffs Municipal Code by adding ‘boarding, lodging, rooming house or bed and breakfast’ as a conditional use in the R-2/Two-Family Residential District.

Public Hearing

Staff speakers for the request:

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

Speakers in favor:

- 1. Danielle Wright, Just Wright Investments, LLC, 2122 Avenue ‘A’, Council Bluffs, IA 51501
- 2. Deborah Petersen, Petersen Law PLLC, 215 South Main Street, Council Bluffs, IA 51503

Speakers against: None

The City Planning Commission recommended approval of the request to amend Section 15.09.030 of the Council Bluffs Municipal Code by adding ‘boarding, lodging, rooming house or bed and breakfast’ as a conditional use in the R-2/Two-Family Residential District, based on reasons stated above.

VOTE: AYE – Hutcheson, Opperman, Rater, Rew, Stroebele, Van Houten, and Watson. NAY – None.
ABSTAIN – None ABSENT – Bailey, Bass, and Knauss. VACANT - One Motion: Carried.

<p style="text-align: center;">Attachments</p> <p>Attachment A: Proposed Section 15.09.030, <u>Conditional Uses</u>, R-2/Two-Family Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance)</p>
<p>Prepared by: Moises Monrroy, Planner, Community Development Department</p>

Attachment 'A'

15.09.030 Conditional Uses

The following conditional uses shall be permitted in an R-2 district, in accordance with the requirements set forth in CBMC 15.27.020:

- A. Boarding, Lodging, Rooming House, or Bed and Breakfast;
- B. Cemetery;
- C. Day care services.

(Ord. 5306 § 1 (part), 1996)

DRAFT

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request of Just Wright Investments LLC, represented by Deborah Petersen, to amend Section 15.09.030 of the Council Bluffs Municipal Code by adding 'boarding, lodging, rooming house or bed and breakfast' as a conditional use in the R-2/Two-Family Residential District.

You are further notified that the public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 11th day of March 2024, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6597

AN ORDINANCE TO AMEND CHAPTER 15.09 R-2/TWO-FAMILY RESIDENTIAL DISTRICT OF THE MUNICIPAL CODE (ZONING ORDINANCE) OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 15.09.030 “CONDITIONAL USES” TO INCLUDE “BOARDING, LODGING, ROOMING HOUSE OR BED AND BREAKFAST”.

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

SECTION 1. That Chapter 15.09 R-2/Two-Family Residential District, be and the same is hereby amended by amending Section 15.09.030 “Conditional Uses” to read as follows:

15.09.030 Conditional Uses

The following conditional uses shall be permitted in an R-2 district, in accordance with the requirements set forth in CBMC 15.27.020:

1. Boarding, lodging, rooming house or bed and breakfast;
2. Cemetery;
3. Day care services.

(Ord. 5306 § 1 (part), 1996)

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

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 2-26-24

Second Consideration: 3-11-24

Public Hearing: 3-11-24

Third Consideration: _____

Planning Case No. #ZT-24-001

Council Communication

Department: Community
Development
Case/Project No.: ZC-23-015
Submitted by: Christopher N.
Gibbons, AICP, Planning Manager

Ordinance 6598
ITEM 3.D.

Council Action: 2/26/2024

Description

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 and setting a public hearing for March 11, 2024 at 7:00 p.m. by rezoning property legally described as Lots 1 and 3a, Lake Manawa Centre Subdivision from P-C/Planned Commercial District to C-2/Commercial District as defined in Chapter 15.15 with specific requirements described in the Council packet. Location: 3200 Manawa Centre Drive. ZC-23-015

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/16/2024
Attachment A: Letter of Intent	Letter	2/16/2024
Attachment B: Conceptual site plan	Other	2/16/2024
Attachment C: Proposed building renderings	Other	2/16/2024
Attachment D: Location/zoning map	Map	2/16/2024
Notice of Public Hearing	Notice	2/16/2024
Ordinance 6598	Ordinance	2/21/2024

City Council Communication

Department: Community Development CASE # ZC-23-015 Applicant/Property Owner: Menard Inc. 5101 Menard Drive Eau Claire, WI 54703 Representative: Nick Brenner, Real Estate Rep. Menard Inc. 5101 Menard Drive Eau Claire, WI 54703	Ordinance No. _____	City Council: 1 st Consideration: 2/26/2024 2 nd Consideration: 3/11/2024 3 rd Consideration: 3/25/2024 Planning Commission: 1/9/2024
<div style="text-align: center;">Subject/Title</div> <p>Request: Public hearing on the request of Nick Brenner, representing Menard, Inc., to rezone property legally described as Lots 1 and 3A, Lake Manawa Centre Subdivision from P-C/Planned Commercial District to C-2/General Commercial District.</p> <p>Location: 3200 Manawa Centre Drive</p>		
<div style="text-align: center;">Background</div> <p>The Community Development Department has received an application from Nick Brenner, representing Menard, Inc., to rezone property located at 3200 Manawa Center Drive, legally described as Lots 1 and 3A, Lake Manawa Centre Subdivision, from P-C/Planned Commercial District to C-2/General Commercial District (see Attachment ‘A’). The purpose of this request is to allow Menard’s to repurpose their former retail store into ‘commercial storage’ and to redevelop their front parking lot into two new commercial outlots (see Attachments ‘B’ and ‘C’). The Lake Manawa Power Centre is a master-planned development that was established in 1993 and serves as one of Council Bluffs premier outdoor shopping centers. The development consists of approximately 148 acres of land and 1,028,754 square feet of commercial space. The subject Menard’s property is comprised of 13.9 acres of land and approximately 233,962 square feet of commercial/retail space, which makes it the largest building in the shopping center (by square footage) and the third largest developed property (by acreage) in the Lake Manawa Power Centre. The property is situated near a main entrance and is highly visible from the South Expressway, 32nd Avenue, and Manawa Centre Drive. Additionally, the site has direct vehicular and pedestrian access onto 32nd Avenue and Manawa Center Drive.</p> <p><u>Land Use and Zoning</u></p> <p>The following zoning and land uses surround the subject property:</p> <ul style="list-style-type: none"> North/East: A mixture of commercial retail, restaurants, and an automotive service establishment all zoned PC/Planned Commercial District; South: Railroad tracks, 35th Avenue, and a mixture of retail commercial and consumer service establishments all zoned PC/Planned Commercial District; 		

- West: South Expressway, automotive sales and rental establishments, restaurants, manufacturing, and financial services all zoned a mixture of C-2/Commercial District and I-2/General Industrial District.

A location/zoning map is included with this report as Attachment ‘D’.

The future land use plan of the Bluffs Tomorrow: 2030 Comprehensive Plan designates the subject property as ‘Regional Commercial’.

Public notices were mailed to all property owners within 200 feet of the request. No comments have been received as of the date of this report.

All City Departments and local utilities were notified of the proposed rezoning request. The following comments were received:

- A. Council Bluffs Fire Department stated they have no comments for the request.
- B. Council Bluffs Public Works stated stormwater management will be required for water quality at the time the property is subdivided.
- C. Council Bluffs Water Works stated they have no comments for the request.
- D. MidAmerican Energy stated they have no concerns for the request and that Menard’s or their agent should contact them directly to discuss the project timeline and identify costs associated with their project.

Discussion

1. The future land use plan of the Bluffs Tomorrow 2030 (Comprehensive Plan) designates the subject Menard’s property and the entire Lake Manawa Power Centre as ‘Regional Commercial’. This designation is described as “*significant commercial development in high visibility areas, such as expressway interchanges and major destinations centers. Uses in these areas include big-box retailers, casinos, franchise restaurants, and large multi-tenant shopping centers. Often, regional commercial centers are arranged around an internal circulation system and with coordinated development*”. Historically, the City has applied P-C/Planned Commercial District zoning to areas designated as ‘Regional Commercial’ because they are developed as large master planned commercial shopping centers or entertainment areas (i.e. Metro Crossing, Marketplace, M.A.C. Area, and Bluffs Northway) and share interconnected relationships via street networks, utilities, stormwater, architectural design, site layouts, pedestrian and vehicular interconnections, signage, property maintenance, etc. The C-2/Commercial District is typically not applied to areas designated as “Regional Commercial” as this zoning district does not allow for master planned developments and is more oriented towards stand-alone commercial/retail strip and/or highway-oriented development.
2. The applicant has requested to rezone the subject property from P-C/Planned Commercial District to C-2/Commercial District in order to repurpose their former retail store into ‘commercial storage’. Per Section 15.18.010 of the Council Bluffs Municipal Code (Zoning Ordinance), the purpose and intent of the P-C District is to “*provide for the development of retail shopping centers, hotel/motel services, destination resorts, and office parks. Facilities in planned commercial districts are designed to be used in common, such as ingress and egress roads, extensive parking accommodations, proper relations to traffic arteries, and compatibility with surrounding uses. Because large retail/service centers have significant impact upon the development of the city, final authority over their development shall be*

retained by the city council, with extensive review by the planning commission.” As opposed to the P-C District, the purpose and intent of the C-2/Commercial District is to “provide for major commercial retail shopping and service areas adjacent to major traffic corridors. This district also provides a variety of commercial services to the community and adjacent residential neighborhoods”, as per Section 15.15.010 of the Council Bluffs Zoning Ordinance.

The P-C District is the most appropriate zoning designation for properties within the Lake Manawa Power Centre as its purpose and intent is to allow master-planned developments that contribute significant employment opportunities and economic development (i.e., property tax base and sales tax base) in our community. The subject Menard’s property is currently required to adhere to a set of adopted development standards within the Lake Manawa Power Centre that regulate architecture, landscaping, site design, etc. to ensure cohesive and high quality aesthetics throughout the development. Any new development that would occur on the large, highly visible subject property would not be held to any set of adopted standards under the C-2 zoning designation if the rezoning is approved. This would also create an unfair advantage to the applicant and would potentially have negative consequences for how the property interacts with adjacent properties and the long-term economic stability of the shopping center.

Furthermore, the C-2 District allows other uses that are not allowed within a P-C District (i.e., outdoor automotive sales, contractor shops, etc.), which are not compatible with a master planned development, such as the Lake Manawa Centre.

3. A ‘commercial storage use’ is allowed in a C-2 District with the adoption of a conditional use permit (CUP) from the Zoning Board of Adjustment (ZBA). If the rezoning is approved, the applicant would have to obtain a CUP in order to operate their ‘commercial storage’ facility on the subject property. The CUP review process includes a public hearing and would consider factors such as, but not limited to, site layout, land use compatibility with surrounding properties, exterior lighting, injury to property values, convenience and general welfare of the public, pedestrian and vehicle access, screening/buffering, and utilities.
4. A “Power Center” is a type of commercial development that is generally described as being a large outdoor shopping center that contains a mixture of freestanding ‘big box’ stores, smaller retail strips, consumer service establishments, hotel/lodging, and/or restaurants whose sites share driveway interconnections and off-street parking. Power Centers are typically designed to make ‘big-box’ stores tenants highly visible to customers and serve a trade area of several miles. This type of development is usually automobile-oriented and is designed in a manner that utilizes ‘big box’ stores to attract large customer bases, who then make additional stops to visit other smaller commercial/retailers within the development. Historically, the Lake Manawa Power Centre operated with four ‘big-box’ stores (Sam’s Club, Home Depot, Wal-Mart, and Menard’s) until 2023, which is when Menard’s relocated to their new store site at the former Mall of the Bluffs.

Since 2022, Menard’s has tried selling their former store but have been unsuccessful due to a variety of reasons related to the property’s sale price, redevelopment costs, land use incompatibility, and/or their business relationship with Wal-Mart, who has approval rights for any new use on the property. Menard’s has stated to the City that when they are not able to sell their former store sites they convert them into ‘commercial storage’ so they can continue to make use of their property in a profitable manner. This business strategy has been deployed in several Midwestern states, including Iowa, and also includes the conversion of other vacant “big box” stores, located within close proximity of an existing Menard’s store, such as the former Shopko store in Lincoln, Nebraska.

5. Section 15.03.158 of the CBMC (Zoning Ordinance) defined ‘commercial storage’ as *“storage services primarily for personal items and household goods within enclosed storage areas having individual access but excluding use of areas as workshops, hobby shops, manufacturing, or commercial activities”*. This type of use is allowed in the C-2/Commercial District and R-4/High-Density Multi-Family Residential District with issuance of a conditional use permit from the ZBA and in the I-1/Light Industrial and I-2/General Industrial Districts as a permitted “by-right” use.

Within the City of Council Bluffs, ‘commercial storage’ facilities are generally described as stand-alone development that have a very low to sporadic amount of customer traffic. They are usually located within close proximity of residential development or adjacent to a major thoroughfare and are not known for generating new development on neighboring or adjacent properties. The City is very cognizant of the changing “brick-and-mortar” retail environment that is occurring nationwide and has been proactive in recent years to try and reinvigorate our P-C District commercial centers by allowing new land uses such as multi-family residential and light assembly/manufacturing. As opposed to ‘commercial storage’, multi-family residential and manufacturing uses are seen as “economic development generators” as they contribute to our local property tax base, housing, and employment numbers. These uses are considered harmonious with retail commercial centers and tend to bring a predictable amount of traffic that benefits other “big box” stores and smaller retailers within the P-C District commercial centers. Additionally, ‘commercial storage’ does not generate much sales tax revenue, as compared to other commercial/retail uses in our P-C District commercial center, and is not considered to be consistent with the purpose and intent of a ‘Power Center’, as it would create an economic void in the Lake Manawa Power Centre.

Furthermore, allowing a C-2 designation in one of our premier shopping centers located at one of the entrances to our community (I-80 and South Expressway) would be in conflict with the City’s mission, which is to improve the quality of life and attractiveness of the City of Council Bluffs, and our proactive efforts to halt the decline of the city’s commercial shopping centers.

6. The conceptual site plan submitted by Menard’s shows the site being replatted and developed into a three-lot subdivision. The former Menard’s store would be located on a stand-alone parcel and their parking lot along 32nd Avenue would be redeveloped into two new commercial development lots. The former store site would lose their frontage along 32nd Street, which would make it very difficult for future redevelopment as they have limited visibility and less land area to accommodate new building(s), off-street parking, stormwater management, etc. Additionally, the loss of direct access to 32nd Avenue and a decrease in visibility could potentially reduce the property’s value and marketability.
7. The subject property has access to water, sanitary sewer, and storm sewer utilities within 32nd Avenue and/or Manawa Center Drive rights-of-ways and is suitable for commercial development.
8. The subject property is located within an AH Flood Zone, as per FEMA Flood Insurance Rate Map panel #19155C0576E, dated 2/4/2005. All development on the subject property shall comply with applicable Federal, State, and local floodplain development standards.

Recommendation

The Community Development Department recommends denial of the request by Nick Brenner, representing Menard, Inc., to rezone property legally described as Lots 1 and 3A, Lake Manawa Centre Subdivision from P-C/Planned Commercial District to C-2/General Commercial District, based on reasons stated above.

Public Hearing

Staff speaker for the request:

1. Christopher Gibbons, Planning Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor:

1. Nick Brenner, Menard Inc., 5101 Menard Drive, Eau Claire, WI 54703

Speakers against: None

General inquiry from the public

1. Raymond Paulus, 817 College Road, Council Bluffs, IA 51503

The City Planning Commission recommended denial of the request by Nick Brenner, representing Menard, Inc., to rezone property legally described as Lots 1 and 3A, Lake Manawa Centre Subdivision from P-C/Planned Commercial District to C-2/General Commercial District, based on reasons stated above.

VOTE: AYE – Hutcheson, Opperman, Rater, Rew, Stroebele, Van Houten, and Watson. NAY – None. ABSTAIN – None ABSENT – Bailey, Bass, and Knauss. VACANT - One Motion: Carried.

Attachments

Attachment A: Letter of intent
Attachment B: Conceptual site plan
Attachment C: Proposed building renderings
Attachment D: Location/zoning map

Prepared by: Christopher N. Gibbons, AICP, Planning Manager, Community Development Department

REZONE NARRATIVE

REZONE:

This request is to rezone Parcel 744412254003 (the former Menards store) from the P-C to C-2 to allow for the transformation of the former Menards store property into a multi-use development providing the community with exciting new services. The rezone will allow for the vacant parking lot to be repurposed with new commercial outlots providing potential for new food, shopping and personal care options while supplying the community with much needed self-storage units. Attractive new buildings and landscaping in the newly created outlots will bring a fresh appearance to the aging Lake Manawa Shopping Center and with the latest and greatest uses coming to fill these buildings, enthusiasm surrounding the Shopping Center will be just as prevalent as it was when Lake Manawa Shopping Center was first developed.

PROJECT DESCRIPTION:

Menards is extremely happy with how the new store turned out and is excited to watch the commercial area grow around the store. It has been quite the transformation from the old mall to what it is now. As part of the store relocation process, Menards is now at the point of determining what to do with the former store and how best to continue to serve this great community. One of the biggest fears is that this property continues to sit vacant. Vacant property is an eye sore, has security issues and depreciates the value of the area as the property continues to deteriorate. There are limited opportunities to backfill property of this size, but there are options to not only utilize the property but improve it to serve the community just as well as it has for years as a Menards store.

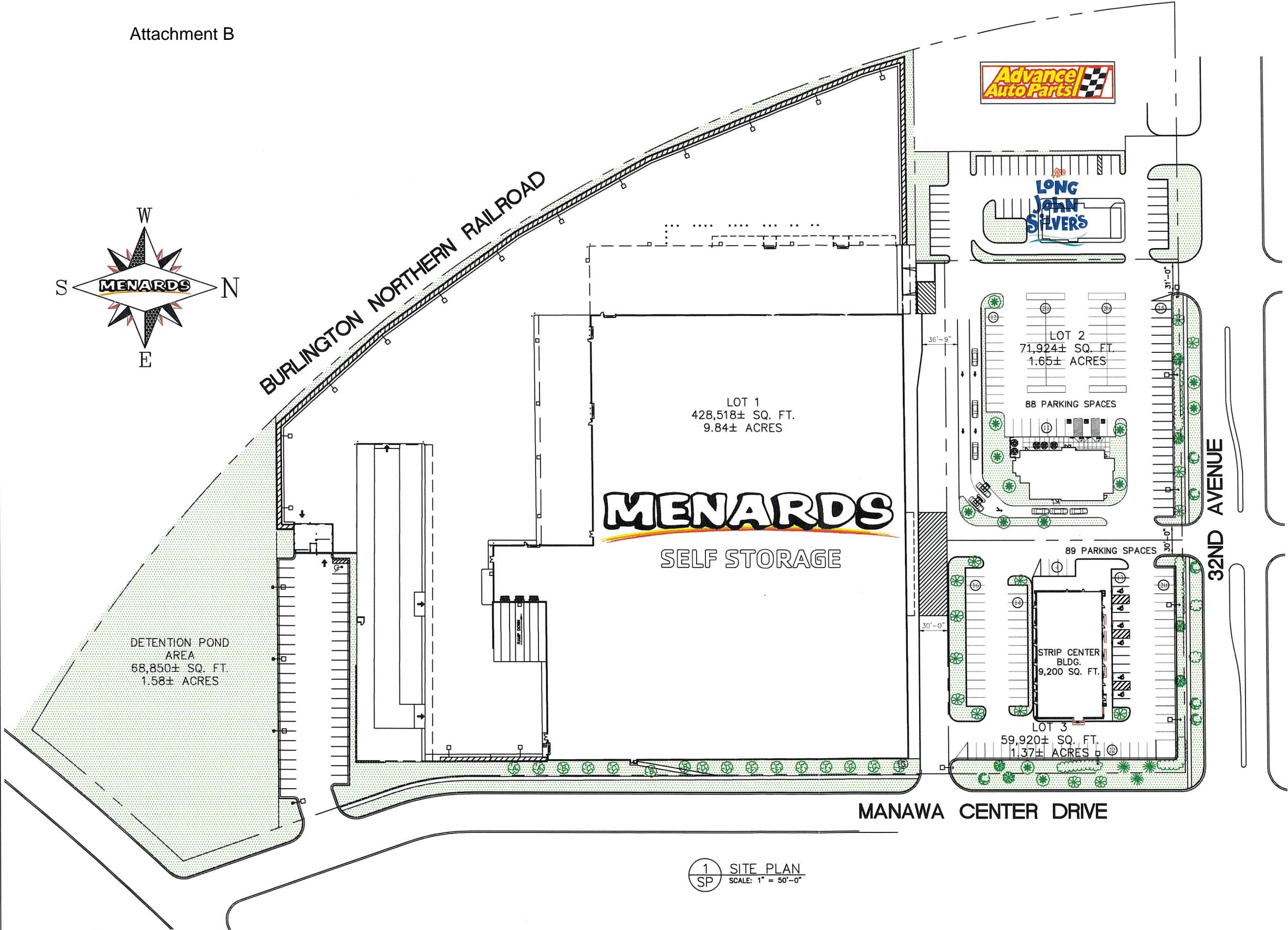
This project will do just that. It will result in the removal of a large parking field, putting the land to more productive uses as commercial outlots. Being over 3 acres, multiple new outlots will become available, each large enough to provide flexibility for the end user. The new commercial development will break up the existing pavement with their attractive structures and enhanced landscaping effectively blending in with the rest of the Lake Manawa Centre shopping district. Not only will additional services be provided through this project, but an increase in the city's tax base will also be realized as the new structures will be in addition to what is currently realized by the city. These uses will increase demand to this area, regenerating traffic patterns that were present when the Menards store was operating.

The conversion of the former store to self-storage allows this development to happen. Unlike most other uses, self-storage does not require a lot of parking which allows the parking lot to be separated out and developed. There is a need in the community for self-storage and this development will provide a solution to that need in addition to the services that will be offered with the new commercial lots. To bring the development full circle, the Menards building will also get a facelift when the Menards self-storage brand is applied to the building.

Menards currently has over 15 operating facilities in the Midwest and within the next couple of years will have close to 50. All facilities are located next to or close to Menards retail stores as the self-storage is an extension of the store operations. Store management and employees support day-

to-day operations which gives the self-storage facility a local presence. Further assistance is provided by Menards general office self-storage team in Eau Claire, Wisconsin.

The biggest benefit of this proposal is that Menards will be front and center on this development, meaning the city has a developer they can rely on. Although this development may not be as massive as the one Menards just completed, it is equally as important to the city, the community and Menards.



MENARDS.			PROJECT TITLE COUNCIL BLUFFS, IA		R24
EAU CLAIRE, WISCONSIN			SHEET TITLE SITE PLAN		
SCALE AS NOTED	DRAWN BY KWK	DATE 09-15-23			
REVISIONS			CAD DWG NAME Council Bluffs		
NO.	DATE	DESCRIPTION	BY	SHEET NO. SP	





CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION CASES #ZC-23-015 LOCATION/ZONING MAP

Attachment D

Legend

- Case #ZC-23-015 - Subject Property
- Parcels

0 150 300



1 Inch = 300 Feet



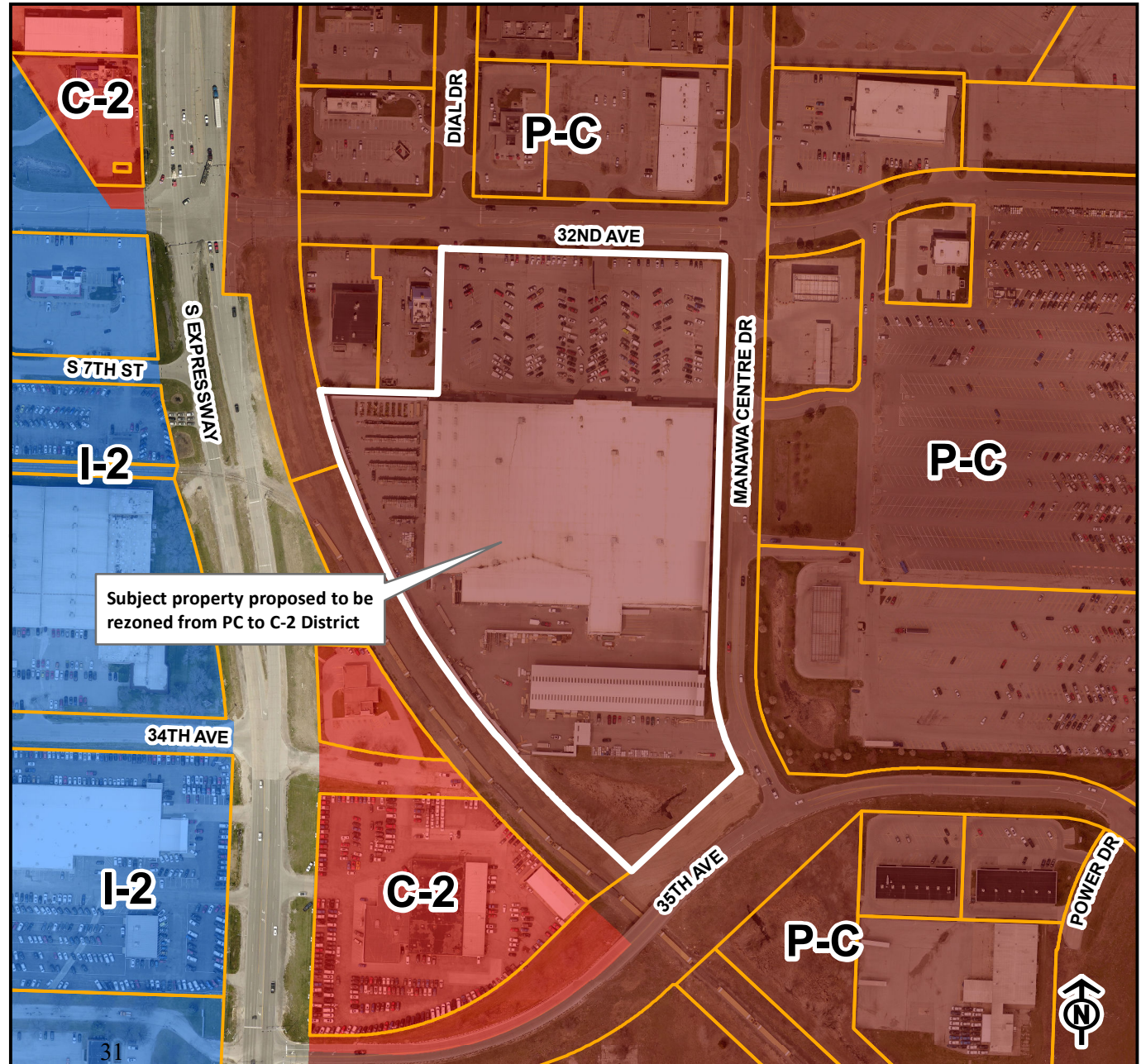
Last Amended: 12/14/2023



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

DISCLAIMER

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



NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request of Nick Brenner, representing Menard, Inc., to rezone property legally described as Lots 1 and 3A, Lake Manawa Centre Subdivision from P-C/Planned Commercial District to C-2/General Commercial District.

You are further notified that the public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 11th day of March 2024 in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6598_____

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REZONING PROPERTY LEGALLY DESCRIBED AS LOTS 1 AND 3A, LAKE MANAWA CENTRE SUBDIVISION FROM P-C/PLANNED COMMERCIAL DISTRICT TO C-2/COMMERCIAL DISTRICT AS SET FORTH AND DEFINED IN CHAPTER 15.15 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, WITH SPECIFIC REQUIREMENTS AS SET FORTH BELOW.

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

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2020 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by rezoning property legally described as Lots 1 and 3A, Lake Manawa Centre Subdivision from P-C/Planned Commercial District to C-2/Commercial District as set forth and defined in Chapter 15.15 of the Municipal Code of Council Bluffs, Iowa.

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

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

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

ADOPTED
AND
APPROVED

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 2-26-24
Second Consideration: 3-11-24
Public Hearing: 3-11-24
Third Consideration: _____

Council Communication

Department: Community

Development

Case/Project No.: ZC-24-001 &
PR-21-001

Ordinance 6599
ITEM 3.E.

Council Action: 2/26/2024

Submitted by: Christopher N.

Gibbons, AICP, Planning Manager

Description

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 and setting a public hearing for March 11, 2024 at 7:00 p.m. by rezoning property legally described as Lot 2, Arbor Creek from R-2/Two-Family Residential District to C-1/Commercial District as defined in Chapter 15.14 of the Municipal Code and repealing the P-R/Planned Residential Overlay adopted on said property by Ordinance 6453. Location: Undeveloped property lying at the northwest corner of the intersection of College Road and Railroad Highway. ZC-24-001 & PR-21-001

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/16/2024
Attachment A: Letter of Intent	Letter	2/16/2024
Attachment B: Location/zoning map	Map	2/16/2024
Attachment C: Future Land Use Plan map	Other	2/16/2024
Attachment D: Approved Arbor Creek 2nd Addition PR Development Plan	Other	2/16/2024
Attachment E: Conceptual site/landscaping/building renderings	Other	2/16/2024
Attachment F: C-1/Commercial District	Code Section	2/16/2024
Notice of Public Hearing	Notice	2/16/2024
Ordinance 6599	Ordinance	2/21/2024

City Council Communication

<p>Department: Community Development</p> <p>CASES #ZC-24-001, #CP-24-001, and #PR-21-001</p> <p>Applicant/Property Owner: Neal S. Drickey 2023 S. 1^{81st} Circle Omaha, NE 68130</p> <p>Representative: Clinton D. Brunow 16935 State Orchard Road Council Bluffs, IA 51503</p>	<p>Resolution No. _____</p> <p>Ordinance No. _____</p> <p>Ordinance No. _____</p>	<p>CASE #ZC-24-001 1st Consideration: 2/26/2024 2nd Consideration: 3/11/2024 3rd Consideration: 3/25/2024</p> <p>CASE #PR-21-001 1st Consideration: 2/26/2024 2nd Consideration: 3/11/2024 3rd Consideration: 3/25/2024</p> <p>CASE #CP-24-001: 3/25/2024</p> <p>Planning Commission: 2/13/2024</p>
<p style="text-align: center;">Subject/Title</p> <p>Requests: Combined public hearings on the request of Neal Drickey, represented by Clinton Brunow, to rezone property legally described as Lot 2, Arbor Creek from R-2/Two-Family Residential District to C-1/Neighborhood Commercial and to amend the future land use plan of the Bluffs Tomorrow 2030 Comprehensive Plan by reclassifying said property from Medium Density Residential to Local Commercial; and to repeal a PR/Planned Residential Overlay (CASE #PR-21-001) that was appended to said property via Ordinance No. 6453.</p> <p>Location: Undeveloped property lying at the northwest corner of the intersection of College Road and Railroad Highway.</p>		
<p style="text-align: center;">Background</p> <p>The Community Development Department has received the following requests from Neal Drickey, represented by Clinton Brunow, for property legally described as Lot 2, Arbor Creek, City of Council Bluffs, Pottawattamie County, Iowa (see Attachment A):</p> <ol style="list-style-type: none"> 1. CASE #ZC-24-001: Rezone the subject property from R-2/Two-Family Residential District to C-1/Neighborhood Commercial District (see Attachment B). 2. CASE #CP-24-001: Amend the future land use plan of the Bluffs Tomorrow 2030 Comprehensive Plan by reclassifying the subject property from ‘Medium Density Residential’ to ‘Local Commercial’ (see Attachment C). 3. CASE #PR-21-001: Repeal the adopted PR/Planned Residential Overlay that was appended onto Lot 2, Arbor Creek via Ordinance No. 6453 on May 24, 2021. <p>In May 2021, the Council Bluffs City Council granted approval of the applicant’s request to develop the subject property into a 27-lot subdivision, to be known as Arbor Creek 2nd Addition (see Attachment D). The development was master planned to include a mixture of townhomes, single-family residential dwellings (detached), and out lots for storm water detention. After receiving approval from the City, the applicant was notified by their engineer that a significant amount of wetlands exist on the property. Due to the size and location of the wetlands, the applicant determined their 27-lot residential subdivision was not feasible to construct and looked for other development alternatives for the property.</p>		

The applicant now proposes to develop the area of the property that is not encumbered with wetlands with a 21,216 square-foot multi-tenant commercial strip center and 132 off-street parking stalls (see Attachment E). The commercial building, parking, and vehicle access will be located on the existing filled area of the property and will be buffered/screened from the adjacent residential properties and rights-of-way with landscaping and tree plantings. The proposed strip center building will be constructed with a mixture of split-faced concrete masonry unit (CMU) block and architectural metal panels. Specific tenants in the commercial strip center have not been determined but all future tenants will comply with the land uses allowed in the C-1 District (see Attachment F).

Land Use and Zoning

The following zoning and land uses surround the subject property:

- North – Midlands Humane Society and undeveloped land zoned A-2/Parks, Estates, and Agricultural District along with commercial storage and multi-family apartments zoned R-4/High Density Residential. Additionally, Sherwood Plaza and undeveloped land are located north of the subject property and are zoned C-2/Commercial District.
- South – College Road, single-family residential dwellings, and undeveloped land zoned A-2/ Parks, Estates, and Agricultural District and R-1/Single-Family Residential District.
- East – Railroad Avenue, single-family residential dwelling, Burlington Northern Railroad, and Iowa Western Community College all zoned A-2/Parks, Estates, and Agricultural District. Additionally, College View Elementary and several multi-family apartments that are all zoned R-3/Low Density Multi-Family Residential District, as well as, St. Patrick’s Church, zoned R-1/Single-Family Residential District, are located to the east.
- West – Single-family residential dwellings and undeveloped land all zoned R-1/Single-Family Residential District

The future land use plan of the Bluffs Tomorrow: 2030 (Comprehensive Plan) designates the subject property as ‘Medium Density Residential’ with the westerly portion also being designated as “Loess Hills Preservation Area”.

Public notices were mailed to all property owners within 200 feet of the request. Additionally, the City mailed a public notice to Midlands Humane Society (1020 Railroad Avenue) and their attorney (Deborah Petersen) since they have a long-term lease on the City-owned property located immediately north of the subject property. The following public comments were received:

1. Ron Wolf, 536 College Road, Council Bluffs, Iowa, stated he is the President of the Indian Hills Neighborhood Association and plans to speak at the February 13, 2024 City Planning Commission meeting regarding the applicant’s requests.

All City Departments and local utilities were notified of the proposed requests and the following comments were received:

- A. Council Bluffs Parks and Recreation Department stated they have no comments.
- B. Council Bluffs Fire Department stated they have no comments.
- C. Council Bluffs Police Department stated they have no comments or objections.
- D. Council Bluffs Public Works stated they have they are not opposed to the commercial use on the property and that storm water management will be required for the development.
- E. Council Bluffs Water Works stated they have no comments for the request.
- F. MidAmerican Energy stated they have no conflicts or concerns with the referenced cases and the developer or their agents should contact MidAmerican Energy directly to discuss the project timeline and costs associated with extending electric service to the development.

Discussion

1. The applicant has requested to rezone the subject property from R-2/Two-Family Residential District to C-1/Neighborhood Commercial District in order to build a new a 21,216 square-foot multi-tenant commercial strip center and 132 off-street parking stalls. Per Section 15.14.01 of the Council Bluffs Municipal Code (Zoning Ordinance), the purpose and intent of the C-1/Neighborhood Commercial District is to *“provide for the development of retail, office, and minor commercial facilities adjacent to neighborhood residential areas. The district allows for a large variety of commercial and service uses”*. The subject property is located at the intersection of College Road and Railroad Highway, which are well traveled roadways that intersect East Kanesville Blvd and/or Valley View Drive. Additionally, the property has potential for becoming a neighborhood commercial node, based on the mixture and density of land uses within one-mile of its location such as: Midlands Human Society, College View Elementary, Iowa Western Community College, Sherwood Apartments, St. Patrick’s Church, Prairie Gate Senior Living, Graceview Courtyard Senior Living, Sherwood Plaza, Patrick Circle Townhomes, etc. Rezoning the subject property to C-1/Neighborhood Commercial District would provide neighborhood-oriented commercial opportunities that are within a reasonable driving and walking distance of properties in the vicinity and would allow the property to be developed to its highest and best use given the unique environmental constraints.
2. The future land use plan of the Bluffs Tomorrow 2030 (Comprehensive Plan) designates the subject property as ‘Medium Density Residential’. This designation was applied to the property in 2022 in recognition of the applicant’s 27-lot residential development proposal. The applicant is now proposing to change the designation from ‘Medium Density Residential’ to ‘Local Commercial’ so that the C-1 zoning and future land uses align together. Per the Bluffs Tomorrow: 2030 Comprehensive Plan, the ‘Local Commercial’ designation is described as *“commercial areas with land uses oriented towards goods and services that meet the demand of Council Bluffs residents. These uses include grocery stores, convenience stores, pharmacies, banks, auto services, and small offices. They are typically located along visible corridors or at neighborhood centers, and may be configured as multi-tenant shopping centers or individual developments on smaller lots”*. The C-1/Commercial District allows a variety of neighborhood oriented commercial land uses and is generally consistent with the ‘Local Commercial’ future land use plan designation.
3. On May 24, 2021, the Council Bluffs City Council approved Ordinance No. 6453, which appended a PR/Planned Residential Overlay onto the subject property. Additionally, City Council approved a Planned Residential Development Plan via Resolution No. 21-144, which established land use and site development standards for the subject property relative to building setbacks, maximum lot coverages, utility easements, architectural designs, landscaping, signage, storm water management, access management, etc. The applicant has stated they are no longer able to develop the site as per the approved development plans due to the amount of wetlands and floodplain areas on the property. Since the site will not be developed with any residential uses, the applicant and the City concur the adopted PR Overlay (Case #PR-21-001) should be removed from the subject property. The applicant’s adopted PR development plan will expire and any future development on the property must comply to C-1 District standards, if the rezoning request is approved.
4. The property contains 6.19 acres of land, which complies with the minimum C-1/Commercial District lot size requirements. All land development on the property shall comply with the site development standards stated in Section 15.14.050, *Site Development Regulations, C-1/Commercial District*, of the Council Bluffs Zoning Ordinance.
5. The subject property has access to water, sanitary sewer, and storm sewer utilities within Railroad Highway or College Road rights-of-way and is suitable for commercial development.
6. The subject property is located within an AE and 0.2% Flood Hazard Zones, as per FEMA Flood Insurance Rate Map panel #19155C0418F, dated 4/16/2013. All development on the subject property shall comply with applicable Federal, State, and local floodplain development standards.

Recommendations

The Community Development Department recommends the following for the subject property legally described as described as Lot 2, Arbor Creek Subdivision, City of Council Bluffs, Pottawattamie County, Iowa:

1. Approval to rezone the subject property from R-2/Two-Family Residential District to C-1/ Neighborhood Commercial District, based on reasons stated above.
2. Approval to amend the future land use plan of the Bluffs Tomorrow 2030 Comprehensive Plan by reclassifying the subject property from 'Medium Density Residential' to 'Local Commercial', based on reasons stated above.
3. Approval to repeal the adopted PR/Planned Residential Overlay that was appended onto Lot 2, Arbor Creek via Ordinance No. 6453 on May 24, 2021, if the rezoning request is approved, based on reasons stated above.

Public Hearing

Staff speakers for the request:

1. Christopher Gibbons, Planning Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor:

1. Clinton D. Brunow, 16935 State Orchard Road, Council Bluffs, IA 51503
2. Paul J. Kelly, Paul J. Kelly Architecture, 300 South 19th Street, Omaha NE 68102

Speakers against:

1. Ron Wolfe, College Road-Indian Hills Road Neighborhood Association, 536 College Road, Council Bluffs, IA 51503
2. Marti Nerenstone, College Road-Indian Hills Road Neighborhood Association, 33 Indian Hills Road, Council Bluffs, IA 51503
3. Lisa Tenhulzen, 320 College Road, Council Bluffs, IA 51503
4. Ed Cain, 26 Indian Hills Road, Council Bluffs, IA 51503
5. Raymond Paulus, 817 College Road, Council Bluffs, IA 51503
6. Sheila Paulus, 817 College Road, Council Bluffs, IA 51503

The City Planning Commission recommended denial of the following three requests for the subject property legally described as described as Lot 2, Arbor Creek Subdivision, City of Council Bluffs, Pottawattamie County, Iowa:

1. Approval to rezone the subject property from R-2/Two-Family Residential District to C-1/ Neighborhood Commercial District.
2. Approval to amend the future land use plan of the Bluffs Tomorrow 2030 Comprehensive Plan by reclassifying the subject property from 'Medium Density Residential' to 'Local Commercial'
3. Approval to repeal the adopted PR/Planned Residential Overlay that was appended onto Lot 2, Arbor Creek via Ordinance No. 6453 on May 24, 2021.

The reasons the City Planning Commission recommended denial of all three requests was based on public comments and concerns associated with spot-zoning the subject property (C-1 District), incompatible land uses in the C-1 District will be in close proximity to the surrounding residential area, and increased traffic on College Road.

VOTE: AYE – Hutcheson, Opperman, Rew, Stroebele, and Watson. NAY – Rater and VanHouten.
ABSTAIN – None ABSENT – Bailey, Bass, and Knauss. VACANT - One Motion: Carried.

<p style="text-align: center;">Attachments</p> <p>Attachment A: Letter of intent Attachment B: Location/zoning map Attachment C: Future Land Use Plan map Attachment D: Approved Arbor Creek 2nd Addition PR Development Plan Attachment E: Conceptual site/landscaping/building renderings Attachment F: C-1/Commercial District (Section 14.15 – Council Bluffs Municipal Code)</p>
<p>Prepared by: Christopher N. Gibbons, AICP, Planning Manager, Community Development Department</p>

LETTER OF INTENT

To whom it may concern,

This is a request to change the current Future Land Use Plan from a Low-Density Residential Use (R-2) to a Local Commercial Use (C-1).

- a. Include an explanation of why the prior rezoning is not feasible (i.e., the existing wetland) constrictions do not allow enough ground area to construct an economically viable residential development. The usable ground would be ideal for a commercial site.
- b. The proposed site design, landscaping, plan, elevations & building materials are a schematic design representation of the anticipated type of building that the property will be marketed as. New development shall be limited to the existing surcharged ground area & access drive. Exterior building materials shown represent a design minimum in terms of material type & quality to be allowed.

Sincerely,


Neal S Drickey

Clinton D Brunow

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION CASES #ZC-24-001, CP-24-001, & PR-21-001 LOCATION/ZONING MAP

Attachment B

Legend

 CASES #ZC-24-001, CP-24-001, and PR-21-001 Subject Property

 Parcels

0 150 300



1 Inch = 300 Feet



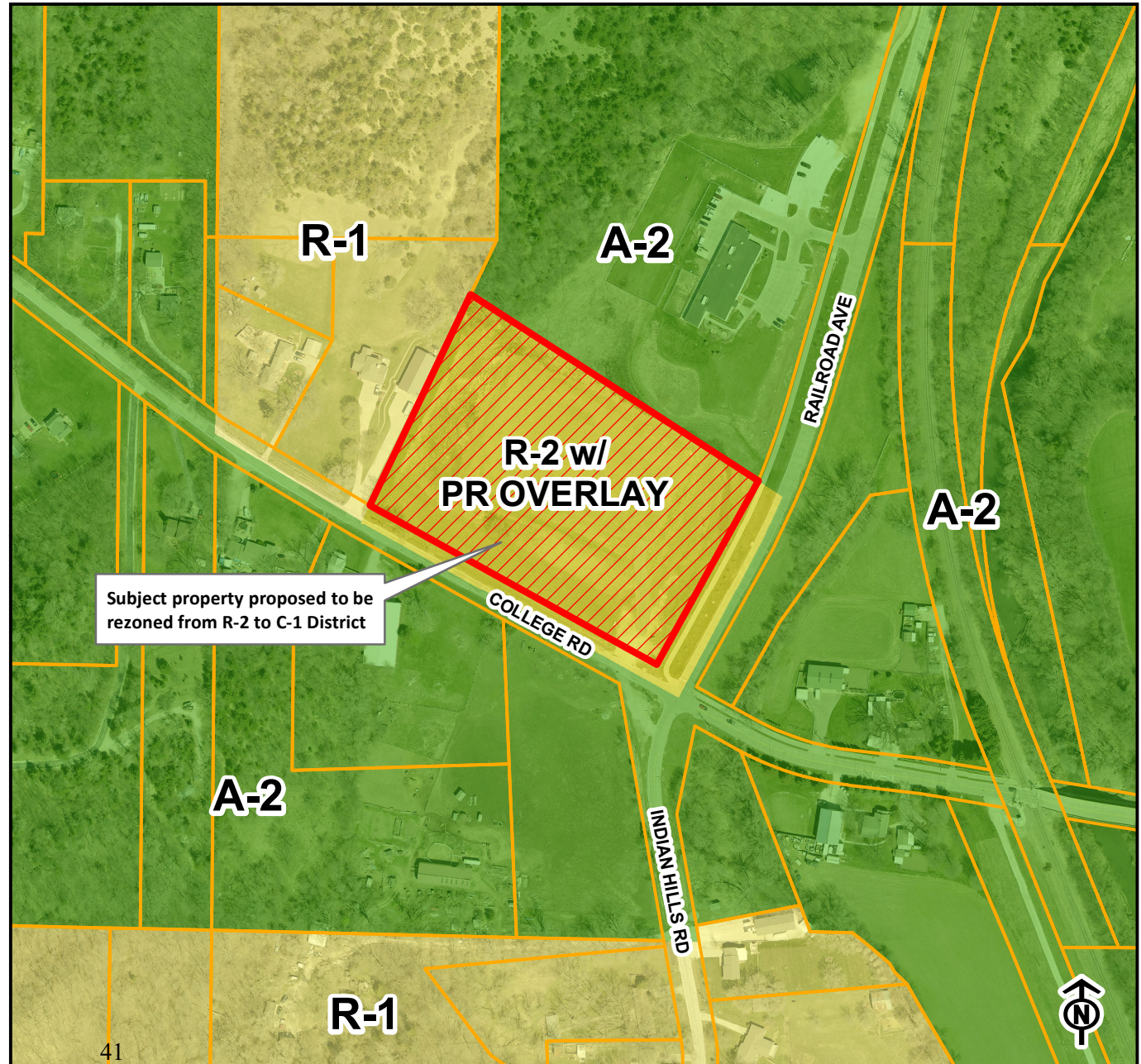
Last Amended: 1/23/2024



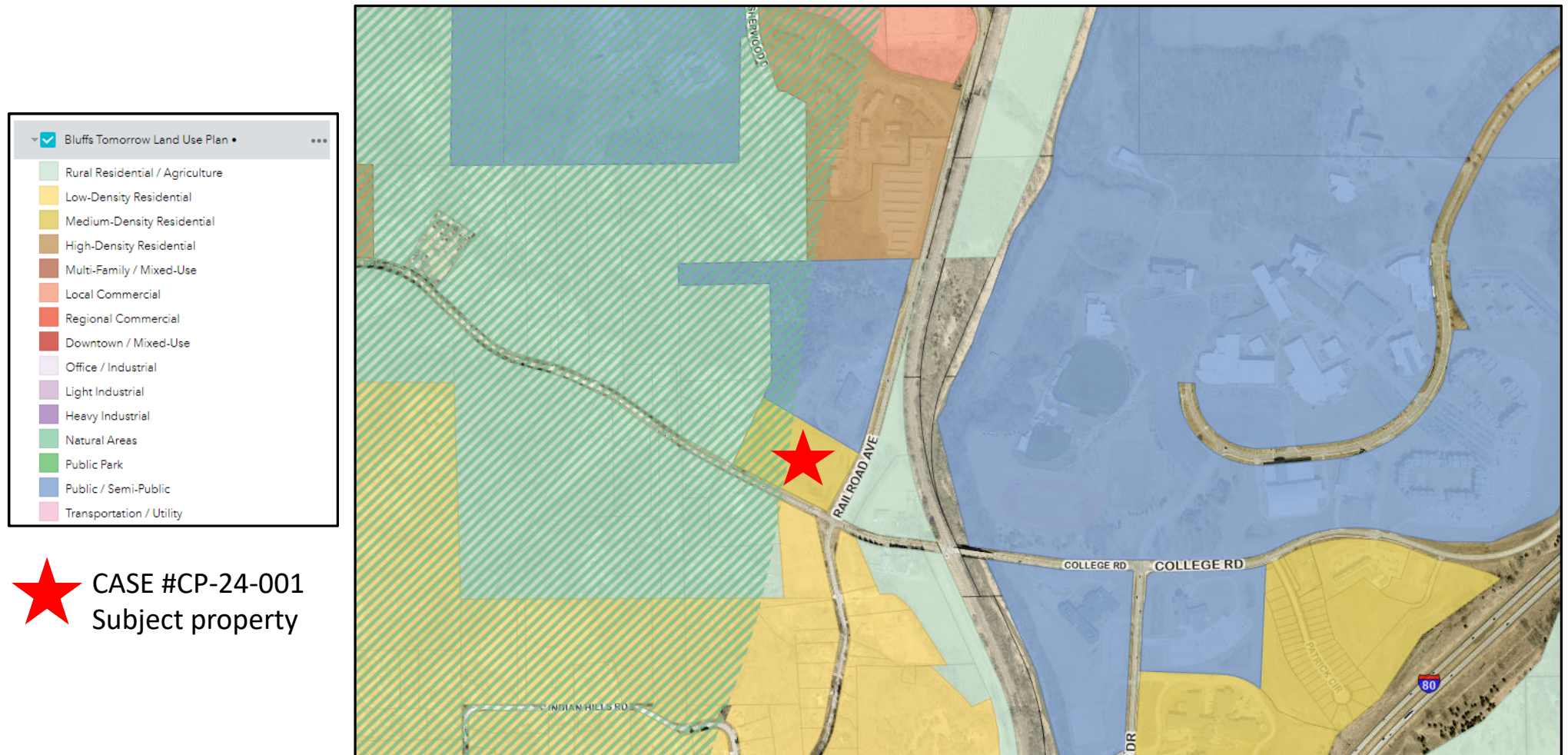
Council Bluffs Community
Development Department
209 Pearl Street
Council Bluffs, IA 51503
Telephone: (712) 890-5350

DISCLAIMER

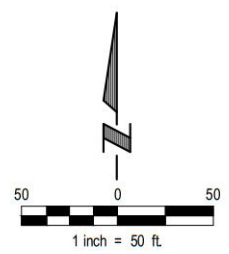
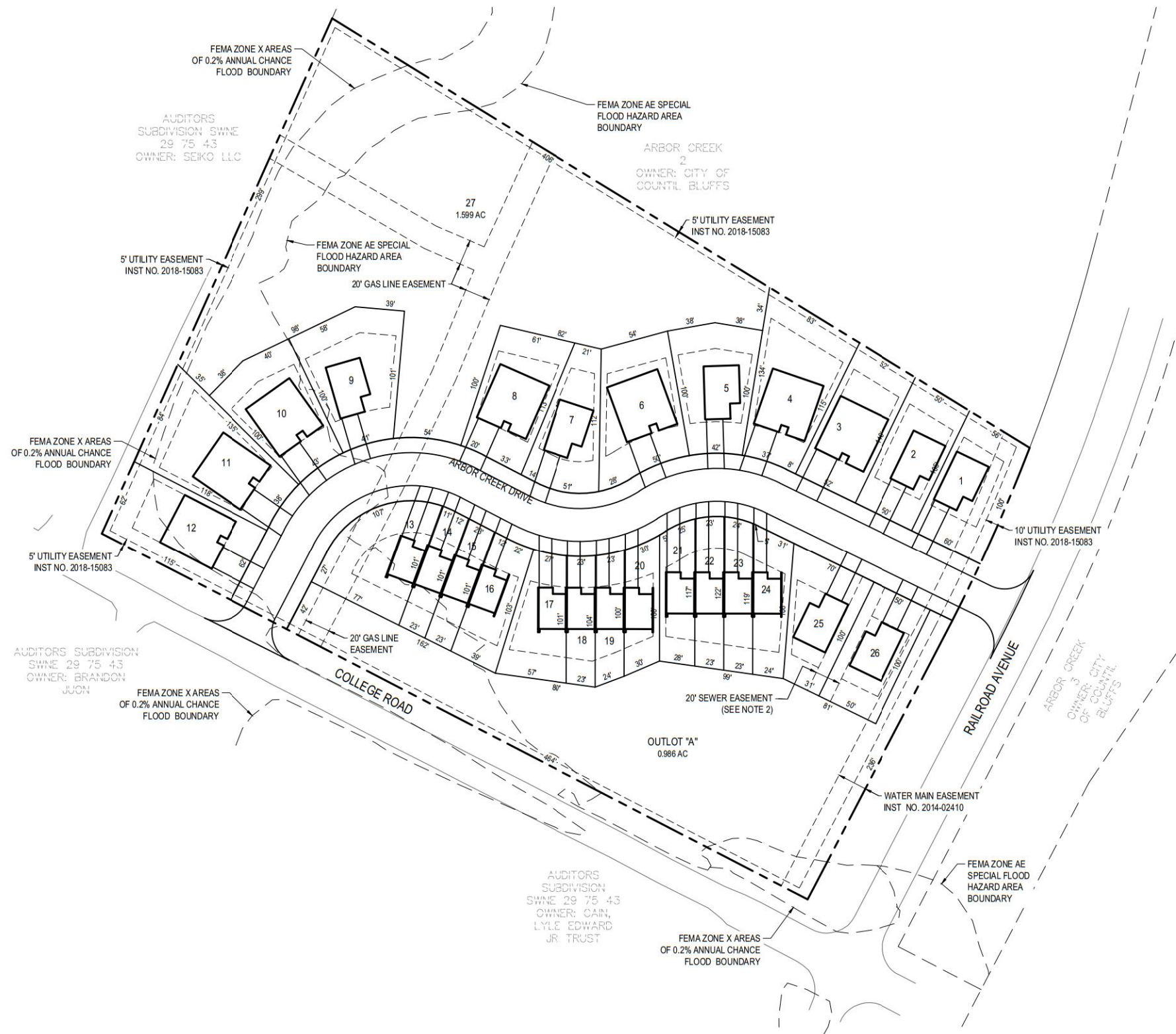
This map is prepared and compiled from City documents, plans and other public records data. Users of this map are hereby notified that the City expressly denies any and all responsibilities for errors, if any, in the information contained on this map; the misuse of the same by the user or anyone else.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



Bluffs Tomorrow: 2030 Future Land Use Plan Designation Railroad Highway and College Road



Attachment D



SETBACK TABLE (LOTS 1 THRU 26)	
FRONT YARD	25'
INTERIOR SIDE YARD	0/15*
STREET SIDE YARD	15'
REAR YARD	20'

*INTERIOR SIDE YARD ALONG A COMMON WALL CAN BE SET A ZERO-LOT SETBACK AS LONG AS THE OPPOSITE SIDE YARD IS AT THE REQUESTED SIDE YARD SETBACK REQUIREMENT.

ZONING WAIVER REQUESTS

1. SEC. 15.09.050
INTERIOR LOT AREA
REQUIRED 2,500 S.F. MIN.
PROVIDED 2,300 S.F.
2. SEC. 15.09.050
CORNER LOT WIDTH
REQUIRED 55' MIN.
PROVIDED 50'
3. SEC. 15.09.050
INTERIOR LOT WIDTH
REQUIRED 50' MIN.
PROVIDED 23'
4. SEC. 14.14.020 (3)
LOT DEPTH TO WIDTH RATIO
REQUIRED 3:1 MAX.
PROVIDED 5:2:1

Proj No: P2020.240.001

Date: 03/16/2021

Designed By: MAW

Drawn By: NMM

Scale: AS SHOWN

Sheet: 1 of 2

Revisions

Date	Description
03/16/2021	MAW
03/16/2021	NMM
03/16/2021	AS SHOWN

3/15/2021 1:44 PM K:\Project\2020\240\001\Planning & Public\Planning\PRP6-000.dwg

Nicole Napolitano

E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

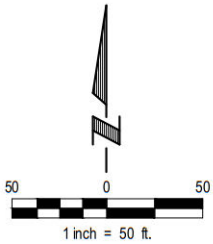
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.885.4700 • Fax: 402.885.3599
www.eaeg.com

E & A CONSULTING GROUP, INC.

Engineering Answers

ARBOR CREEK
2ND ADDITION
LOTS 1 THRU 27 AND
OUTLOT "A" INCLUSIVE
COUNCIL BLUFFS, IOWA

PLANNED RESIDENTIAL
SITE PLAN

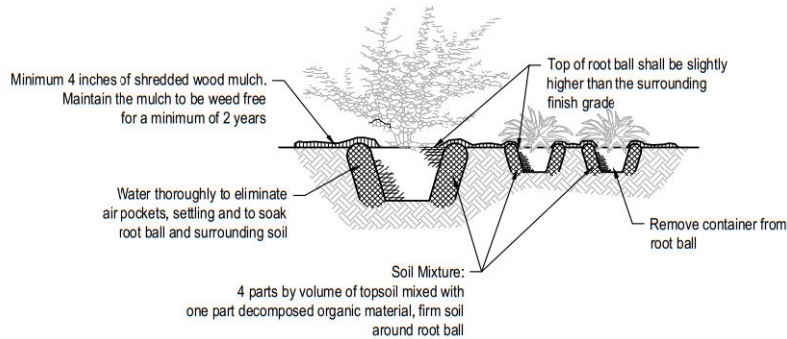


PLANT SCHEDULE

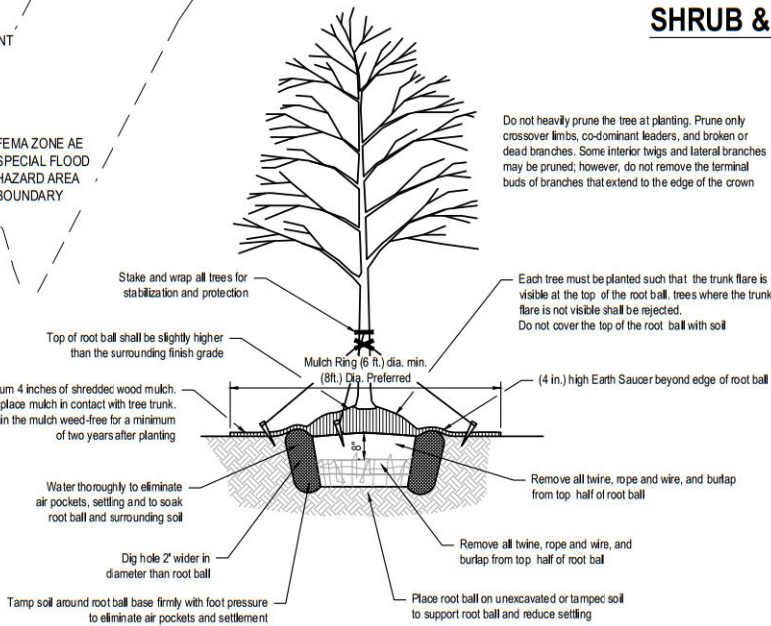
SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	7	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
B	13	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2"	B&B
C	5	Quercus bicolor	Swamp White Oak	2"	B&B
D	5	Quercus rubra	Red Oak	2"	B&B
E	41	Viburnum dentatum 'Christom'	Blue Muffin Arrowwood Viburnum	3 Gal.	Cont
F	36	Juniperus chinensis 'Monlep'	Mint Julep Juniper	3 Gal.	Cont

TREE NOTES:

- Landscape contractor must coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.



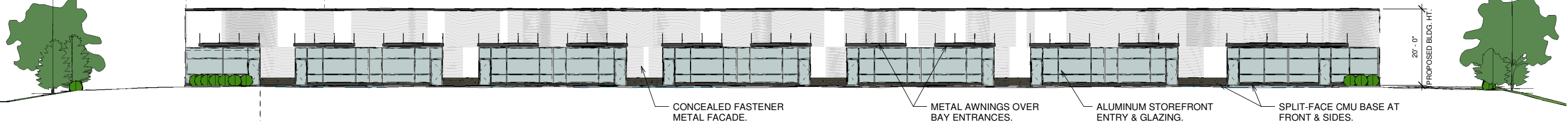
SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



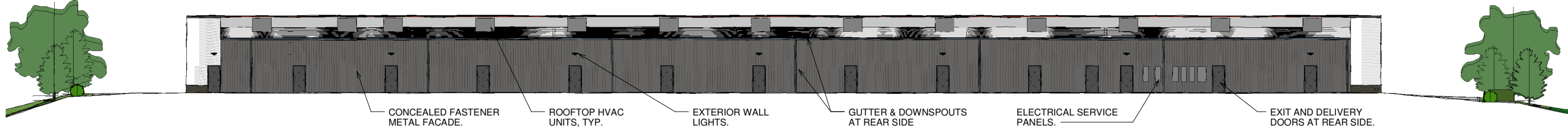
TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE

LANDSCAPE NOTES:

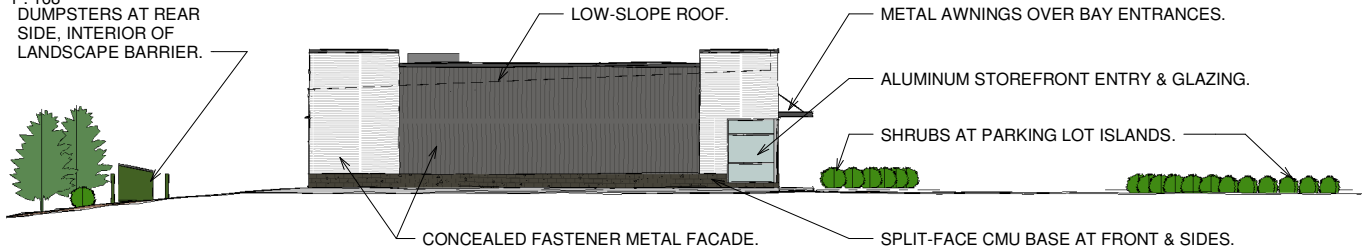
- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
- All plant material shall be of good quality and sizes shall meet required size specifications.
- All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
- All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
- Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
- The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
- Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
- All trees are to be staked for a period of not less than one year from time of planting.
- Contractor to coordinate work with other amenities contractors.



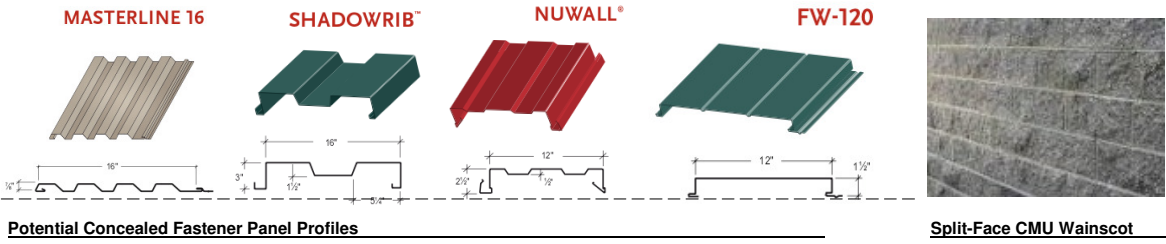
4 FRONT ELEVATION
1" = 168'



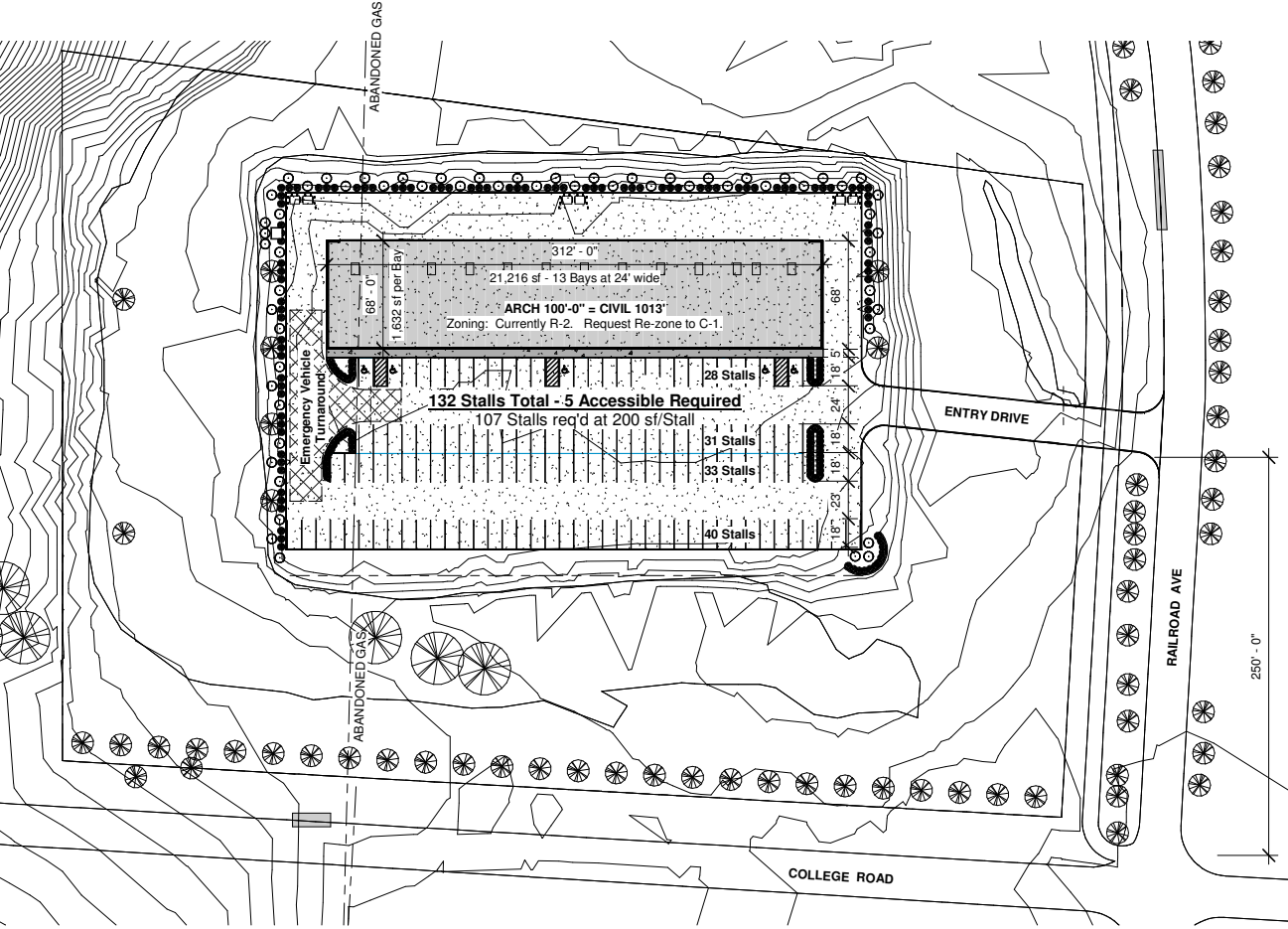
3 REAR ELEVATION
1" = 168'
DUMPSTERS AT REAR SIDE, INTERIOR OF LANDSCAPE BARRIER.



2 SIDE ELEVATION
1" = 168'



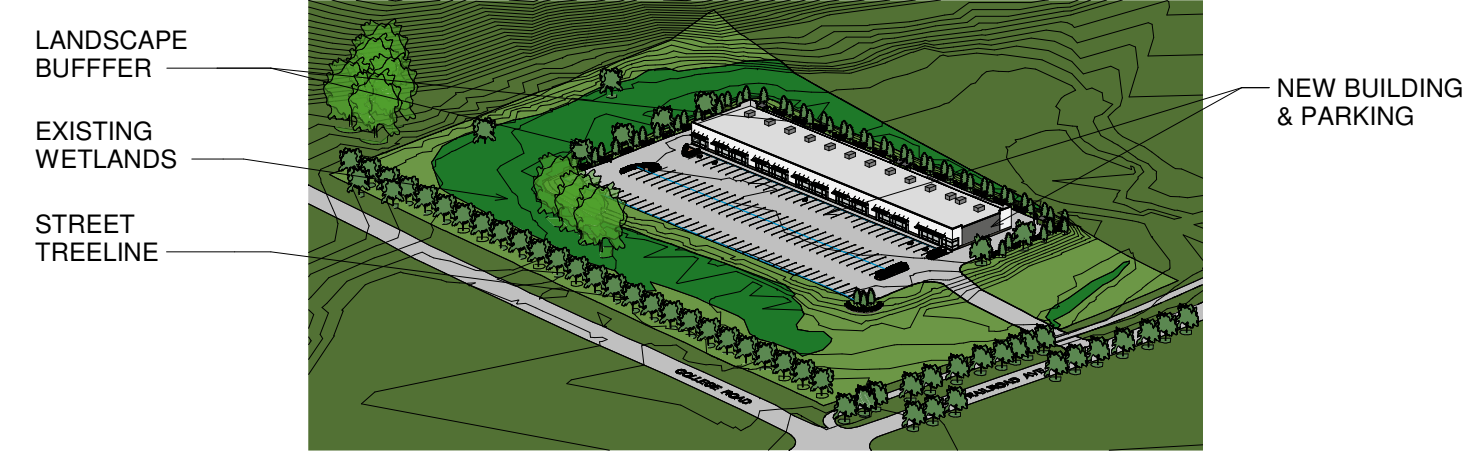
5 EXTERIOR MATERIAL TYPES
No Scale



1 SITE PLAN
1" = 60'-0"



6 ADJACENT NORTH PROPERTY
1/4" = 1'-0"



7 Southeast Aerial

SITE PLAN & ELEVATIONS		
REVISIONS		
No.	Description	Date

New Retail Shopping Center

Neil Drickey
Parcel: 754329201002, Council Bluffs, Iowa



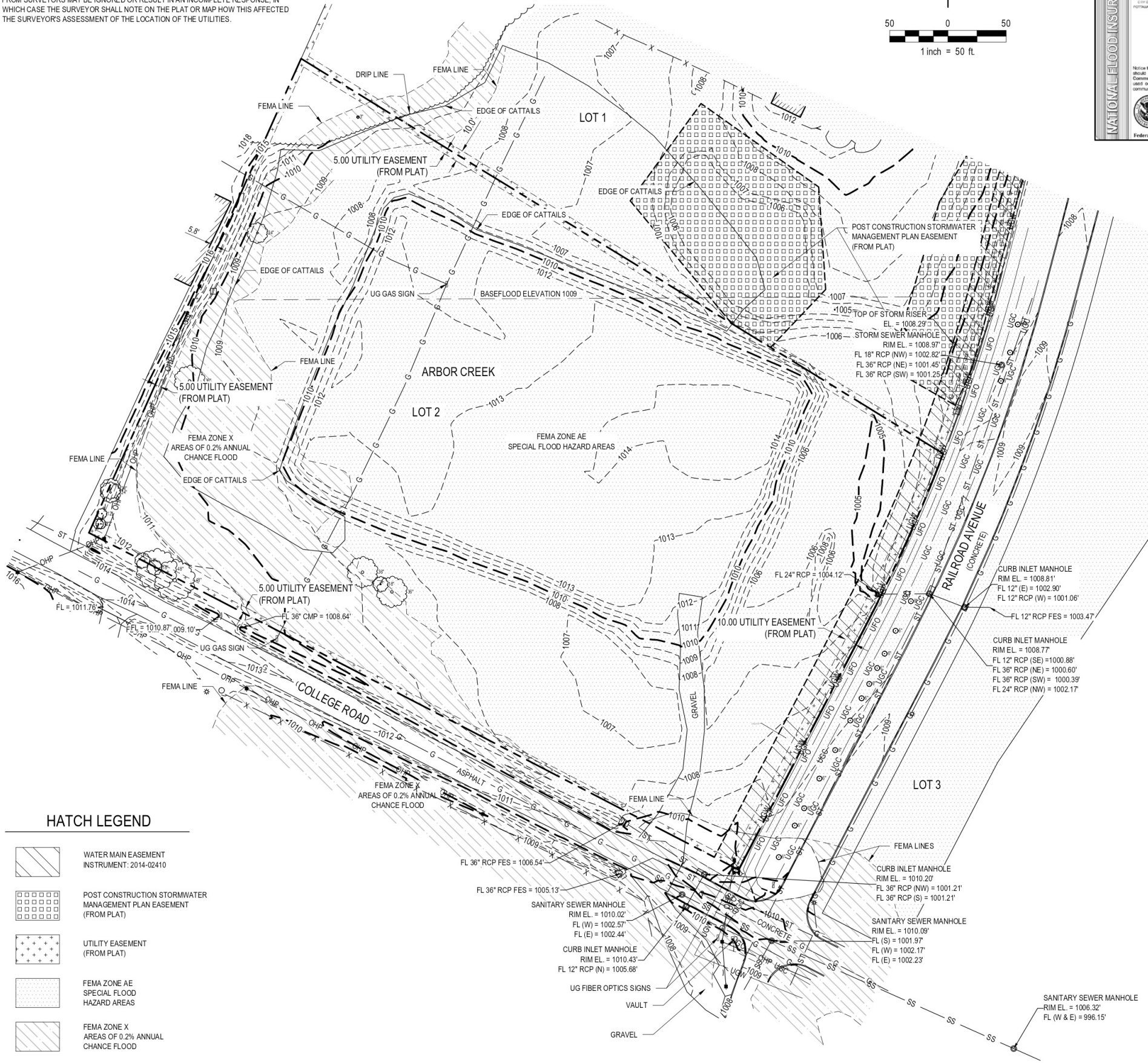
Paul J. Kelly
Architecture
440 North 61st Street
Omaha, Nebraska 68132
(402) 320 - 4131
pkjarchitecture.com

0.0

Project No. 23-015-01
Date 16 January 2024

UTILITIES NOTE:
IOWA ONE CALL TICKET NO. 210080437

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM OBSERVED EVIDENCE TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKING BY UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE, IN WHICH CASE THE SURVEYOR SHALL NOTE ON THE PLAT OR MAP HOW THIS AFFECTED THE SURVEYOR'S ASSESSMENT OF THE LOCATION OF THE UTILITIES.



HATCH LEGEND

- WATER MAIN EASEMENT
INSTRUMENT: 2014-02410
- POST CONSTRUCTION STORMWATER
MANAGEMENT PLAN EASEMENT
(FROM PLAT)
- UTILITY EASEMENT
(FROM PLAT)
- FEMA ZONE AE
SPECIAL FLOOD
HAZARD AREAS
- FEMA ZONE X
AREAS OF 0.2% ANNUAL
CHANCE FLOOD

LEGEND

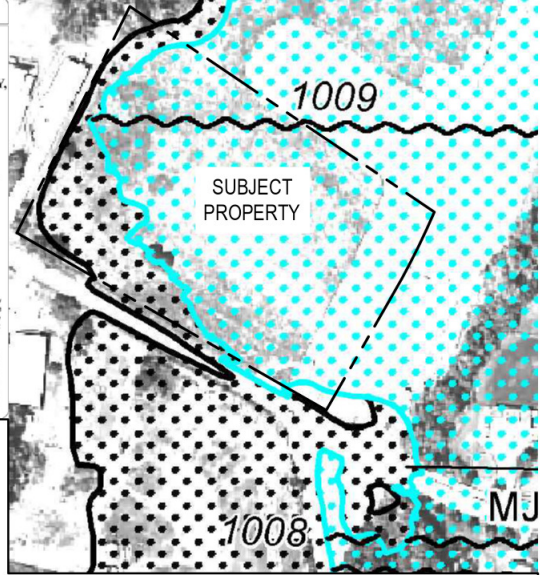
NOTE: FOR REFERENCE ONLY, ITEMS DEPICTED IN LEGEND MAY NOT APPEAR ON PLANS.

- | | | |
|-----------------|---------------------------------|--|
| TRANS | BUILDING | CURB INLET |
| POWER RISER | POWER POLE | UTILITY VALVE (GAS) |
| GUY WIRE | LIGHT POLE | SIGN |
| TELEPHONE RISER | CABLE TV RISER | — G — G — GAS LINE |
| FIRE HYDRANT | UTILITY VALVE (WATER) | — UGW — UGW — WATER LINE |
| MANHOLE | FLARED END SECTION (SIZE NOTED) | — OHP — OHP — POWER LINE (OVERHEAD) |
| | | — UGP — UGP — POWER LINE (UNDER GROUND) |
| | | — UGC — UGC — COMMUNICATION LINE (TELEPHONE, TV) |
| | | — UFO — UFO — UNDERGROUND FIBER OPTICS |
| | | — SS — SS — SANITARY SEWER LINE |
| | | — ST — ST — STORM SEWER LINE |

BENCHMARK:

BENCHMARK #1:	
ELEV:	
BENCHMARK #2:	
ELEV:	

NATIONAL FLOOD INSURANCE PROGRAM
FIRM
FLOOD INSURANCE RATE MAP
POTTAWATTAMIE COUNTY,
IOWA
AND INCORPORATED AREAS
PANEL 418 OF 725
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
COUNCIL BLUFFS, IOWA
POTTAWATTAMIE COUNTY
FEDERAL EMERGENCY MANAGEMENT AGENCY
MAP NUMBER 19155C0418F
MAP REVISED APRIL 16, 2013



FLOOD PLAIN STATEMENT:
SUBJECT PROPERTY IS LOCATED IN ZONE AE, SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD; ZONE X, AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; AND ALSO ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD, AS SHOWN ON FIRM, FLOOD INSURANCE RATE MAP, POTTAWATTAMIE COUNTY, IOWA AND INCORPORATED AREAS PANEL NUMBER 418 OF 725, CONTAINS COMMUNITY POTTAWATTAMIE COUNTY, PANEL NUMBER 190232, AND ALSO COUNCIL BLUFFS, CITY OF, PANEL NUMBER 190235, AND MAP NUMBER 19155C0418F, EFFECTIVE DATE 16, APRIL, 2013.

LEGEND
SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD
FLOOD INSURANCE RATE MAP, POTTAWATTAMIE COUNTY, IOWA AND INCORPORATED AREAS
PANEL 418 OF 725
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
COUNCIL BLUFFS, IOWA
POTTAWATTAMIE COUNTY
FEDERAL EMERGENCY MANAGEMENT AGENCY
MAP NUMBER 19155C0418F
MAP REVISED APRIL 16, 2013

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

E & A CONSULTING GROUP, INC.
Engineering Answers

LOT 2, ARBOR CREEK
POTTAWATTAMIE COUNTY, IOWA

TOPOGRAPHIC SURVEY

Revisions	Description	Date
1	01/08/2023	RLS
2	01/08/2023	RLS
3	01/08/2023	RLS
4	01/08/2023	RLS
5	01/08/2023	RLS
6	01/08/2023	RLS
7	01/08/2023	RLS
8	01/08/2023	RLS
9	01/08/2023	RLS
10	01/08/2023	RLS
11	01/08/2023	RLS
12	01/08/2023	RLS
13	01/08/2023	RLS
14	01/08/2023	RLS
15	01/08/2023	RLS
16	01/08/2023	RLS
17	01/08/2023	RLS
18	01/08/2023	RLS
19	01/08/2023	RLS
20	01/08/2023	RLS

Chapter 15.14 - C-1/COMMERCIAL DISTRICT

15.14.010 Statement Of Intent

15.14.020 Principal Uses

15.14.030 Conditional Uses

15.14.040 Accessory Uses

15.14.050 Site Development Regulations

15.14.060 Additional Regulations

15.14.070 Signs

15.14.010 Statement Of Intent

The C-1 district is intended to provide for the development of retail, office, and minor commercial facilities adjacent to neighborhood residential areas. This district allows a large variety of commercial and services uses.

(Ord. 5458 § 1 (part), 1999)

15.14.020 Principal Uses

The following principal uses shall be permitted outright in a C-1 district:

- A. Business, professional office;
- B. Business service establishment;
- C. Club or lodge;
- D. Commercial recreation (indoor);
- E. Consumer service establishment;
- F. Cultural service;
- G. Financial service;
- H. General government use;
- I. Local utility service;
- J. Parks and recreation service;
- K. Religious assembly;
- L. Restaurant (limited);
- M. Retail shopping establishment;
- N. School;
- O. Veterinary service;
- P. Consumer fireworks sales.

(Ord. No. 6092, § 1, 7-26-2010)

Editor's note— Ord. No. 6092, § 1, adopted July 26, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5458, § 1, 1999.

HISTORY

Amended by Ord. [6507](#) on 7/11/2022**15.14.030 Conditional Uses**

The following conditional uses shall be permitted in a C-1 district, in accordance with the requirements set forth in CBMC 15.02:

- A. Automobile service establishment;
- B. Communication tower;
- C. Day care services;
- D. Restaurant (drive-in/fast food and general).

(Ord. No. 6092, § 2, 7-26-2010)

Editor's note— Ord. No. 6092, § 2, adopted July 26, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5458, § 1, 1999.

15.14.040 Accessory Uses

The following accessory uses shall be permitted in a C-1 district:

- A. Uses of land or structure customarily incidental and subordinate to one of the principal uses in a C-1 district, unless otherwise excluded.

(Ord. 5458 § 1 (part), 1999)

15.14.050 Site Development Regulations**Minimum Lot Size**

Lot area	5,000 square feet
Lot width	50 feet
Lot depth	100 feet

Minimum Setbacks	Principal Structure	Accessory Structure
Front yard	20 feet	20 feet
Interior side yard	5 feet	5 feet
Street side yard	15 feet	15 feet
Rear yard	20 feet	5 feet
Maximum height	35 feet	18 feet
Lot coverage: all structures:	50% maximum	

(Ord. 5458 § 1 (part), 1999)

15.14.060 Additional Regulations

- A. All business, service, repair, processing, storage, and merchandise display shall be conducted or located within an enclosed building, with the exception of off-street parking and loading areas, drive-in windows, and minor service for motor vehicles when accessory to a principal or approved conditional use.
- B. Consumer fireworks sales from a temporary structure shall not be located within three hundred (300) feet of a residential structure.

(Ord. 5458 § 1 (part), 1999)

HISTORY

Amended by Ord. [6507](#) on 7/11/2022

15.14.070 Signs

Signage in this district shall comply with CBMC 15.33, Signs.

(Ord. 5458 § 1 (part), 1999)

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request of Neal Drickey, represented by Clinton Brunow, to rezone property legally described as Lot 2, Arbor Creek from R-2/Two-Family Residential District to C-1/Neighborhood Commercial and to repeal a PR/Planned Residential Overlay (CASE #PR-21-001) that was appended to said property via Ordinance No. 6453.

You are further notified that the public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 11th day of March 2024 in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6599

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REZONING PROPERTY LEGALLY DESCRIBED AS LOT 2, ARBOR CREEK FROM R-2/TWO-FAMILY RESIDENTIAL DISTRICT TO C-1/ COMMERCIAL DISTRICT AS SET FORTH AND DEFINED IN CHAPTER 15.14 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA AND REPEALING THE P-R/PLANNED RESIDENTIAL OVERLAY ADOPTED ON SAID PROPERTY BY ORDINANCE 6453.

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

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2020 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by rezoning property legally described as Lot 2, Arbor Creek from R-2/Two-Family Residential District to C-1/Commercial District as set forth and defined in Chapter 15.14 of the Municipal Code of Council Bluffs, Iowa.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed, including but not limited to the P-R/Planned Residential Overlay on said property previously appended by Ordinance 6453.

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

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

ADOPTED AND APPROVED

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 2-26-24

Second Consideration: 3-11-24

Public Hearing: 3-11-24

Third Consideration: _____

Council Communication

Department: Community
Development

Case/Project No.: URV-24-001
Submitted by: Marianne Collins,
Housing & Economic Development
Planner

Resolution 24-48
ITEM 3.F.

Council Action: 2/26/2024

Description

Resolution determining the necessity and fixing a date for a public hearing as April 1, 2024 at 7:00 p.m. on the matter of the adoption of a proposed amended and restated consolidated urban revitalization plan. URV-24-001

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/16/2024
Attachment A – Draft of the Consolidated Urban Revitalization Plan	Other	2/16/2024
Attachment B – Boundary Map	Map	2/16/2024
Notice of Public Hearing	Notice	2/16/2024
Resolution 24-48	Resolution	2/21/2024

Council Communication

Department: Community Development Case No.: URV-24-001 Submitted by: Housing & Economic Development	Resolution No.: 24-	Resolution of Intent: 02/26/2024 Planning Commission: 02/13/2024 Public Hearing & First Reading: 04/01/2024 Second Reading: 04/22/2024 Third Reading: Request to Waive
Subject/Title		
Resolution of necessity and intent to consolidate the 16 current Urban Revitalization Areas and add an additional area, South Expressway Urban Revitalization Area.		
Background/Discussion		
<p><u>Background</u></p> <p>Chapter 404 of the Iowa Code authorizes a City to designate an area as an urban revitalization area. Improvements to qualified real estate within designated areas may then be eligible to receive a total or partial exemption from property taxes for a specified number of years. The exemptions are intended to stimulate private investment by reducing the tax increase that would normally result from making improvements to real estate property.</p> <p>Urban revitalization tax abatement incentives can apply to residential, commercial and industrial development. Both new construction on vacant or unimproved land and rehabilitation of existing structures are eligible for tax abatement.</p> <p>Staff has prepared a Consolidated Urban Revitalization Plan, including South Expressway Urban Revitalization Area, in accordance with Chapter 404 of the Iowa Code and has scheduled the matter for City Council consideration.</p> <p><u>Discussion</u></p> <p>The Community Development Department has created a Consolidated Urban Revitalization Plan. The Consolidated Plan includes the 16 current Urban Revitalization Area Plans that are in effect and adds the South Expressway Urban Revitalization Plan. Consolidating the 16 Urban Revitalization Plans into one will make all the Plans consistent and easier to update in the future.</p> <p>Two updates are included in the Consolidated Plan:</p> <ol style="list-style-type: none"> 1. Multi-Family Housing Development: In the prior individual plans the period of time for exemption was 4 years, we are wanting to extend the time period to 6 years for the exemption. This extension is vital to many developers when deciding to come to Council Bluffs or take their developments elsewhere. 2. Additional Area Added: The City is working with a developer to construct a 20,000 square foot new construction commercial retail car dealership that will improve the property by \$9,000,000. It is located along the South Expressway in an undeveloped parcel. There is a separate parcel that is currently being used for salvage storage that has the potential for redevelopment. These additional parcels are comprised of 6.83 acres, more or less, of land. If the South Expressway Urban Revitalization Area is approved, the project as proposed could be eligible for full exemption from taxation for three years or a ten year declining property tax abatement. 		

Council Communication

Staff has prepared a Resolution of Necessity to create the South Expressway Urban Revitalization Area. The resolution directs staff to amend the urban revitalization plan as required by the Iowa Code, notify property owners and occupants and set March 25, 2024 as the public hearing date. Notification will be sent to the owners of the property within the urban revitalization area.

Concurrent with the adoption of an urban revitalization plan, an ordinance establishing the urban revitalization area can be considered by City Council. Upon adoption of the area, the City is permitted to grant tax abatement to qualified projects. Staff specifically asks that the Commission consider the following:

- Consolidating the 16 Urban Revitalization Areas into one consistent and uniform plan.
- The proposed South Expressway Urban Revitalization Area furthers the goals of the City's Comprehensive Plan.
- The South Expressway Urban Revitalization Area is an area appropriate for urban revitalization designation as specified in Iowa Code Section 404.1.4, which discusses an area which is appropriate as an economic development area as defined in section 403.17. Provides that "economic development area" means an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises or housing and residential development for low and moderate income families, including single or multi-family housing.

Recommendation

The Community Development Department recommends City Council adopt a resolution of necessity and intent to consolidate the 16 Urban Revitalization Areas and add the South Expressway Urban Revitalization Area.

Attachments

Attachment A – Draft of the Consolidated Urban Revitalization Plan

Attachment B – Boundary Map

Prepared by: Marianne Collins, Community Development Housing & Economic Planner, Community Development Department
Submitted by: Courtney Harter, Housing & Economic Development Director, Community Development Department

**AMENDED AND RESTATED
CONSOLIDATED
URBAN REVITALIZATION PLAN**

FOR THE

CITY OF COUNCIL BLUFFS, IOWA

2024

**AMENDED AND RESTATED
CONSOLIDATED URBAN REVITALIZATION PLAN
FOR THE
CITY OF COUNCIL BLUFFS, IOWA**

I. INTRODUCTION AND HISTORY

The Urban Revitalization Act, Chapter 404 of the *Code of Iowa*, is intended to encourage development, redevelopment, and revitalization within a designated area of a city by authorizing property tax development incentives to the private sector. Qualified real estate within a designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years. The primary intent of this act is to provide communities with a long-term increase or stabilization in their tax base by encouraging rehabilitation or new construction which might not otherwise have occurred.

The City Council of the City of Council Bluffs, Iowa (the “City”) has previously adopted several urban revitalization plans to establish revitalization areas within the City under the provisions of Iowa Code Chapter 404, including the following plans which currently remain in existence:

- 1st Avenue Urban Revitalization Plan, adopted by Resolution No. 13-149 on June 10, 2013
- 5th and West Broadway Urban Revitalization Plan, adopted by Resolution No. 20-135 on May 18, 2020
- 14th Avenue Urban Revitalization Plan, adopted by Resolution No. 20-134 on May 18, 2020
- 16th Avenue Urban Revitalization Plan, adopted by Resolution No. 22-09 on January 10, 2022
- 21st Avenue Urban Revitalization Plan, adopted by Resolution No. 22-124 on May 9, 2022
- American Games Urban Revitalization Plan, adopted by Resolution No. 21-312 on November 8, 2021
- Black Squirrel Flats Urban Revitalization Plan, adopted by Resolution No. 22-300 on November 28, 2022
- Bluffs Northway Urban Revitalization Plan, adopted by Resolution No. 16-243 on September 26, 2016
- College Road Urban Revitalization Plan, adopted by Resolution No. 17-230 on October 23, 2017
- Council Pointe Road Urban Revitalization Plan, adopted by Resolution No. 18-95 on March 26, 2018
- Mid-America Urban Revitalization Plan, adopted by Resolution No. 21-263 on September 13, 2021
- River Road Urban Revitalization Plan, adopted by Resolution No. 21-199 on June 28, 2021
- South Pointe Urban Revitalization Plan, adopted by Resolution No. 18-325 on November 26, 2018

- Valley View Urban Revitalization Plan, adopted by Resolution No. 17-77 on April 10, 2017
- Veterans Memorial Highway Urban Revitalization Plan, adopted by Resolution No. 20-118 on May 4, 2020
- Whispering Oaks Urban Revitalization Plan, adopted by Resolution No. 22-301 on November 28, 2022

The City Council has determined it is appropriate to consolidate these existing urban revitalization plans into a single plan. With the adoption of this Amended and Restated Consolidated Urban Revitalization Plan (the “Amended and Restated Plan” or “Plan”), the City is: (1) consolidating the existing urban revitalization plans, as listed above, into this single Amended and Restated Plan and (2) amending and restating the provisions of the existing urban revitalization plans.

Additionally, in connection with the adoption of this Plan, the City is designating a new urban revitalization area to be established as an additional revitalization area under this Amended and Restated Plan.

Upon adoption of this Amended and Restated Plan, all of the City’s previously adopted urban revitalization plans shall be amended and consolidated into this Plan, and this Amended and Restated Plan shall replace the previously adopted urban revitalization plans. In case of any conflict or uncertainty, the terms of this Amended and Restated Plan shall control. Any parts of the previously adopted urban revitalization plans in conflict with this Amended and Restated are hereby repealed.

II. DESCRIPTION OF REVITALIZATION AREAS

Each of the revitalization plans being consolidated into this Amended and Restated Plan was established for a different revitalization area that were designated by separate ordinances, respectively, as follows:

- 1st Avenue Urban Revitalization Area – Ordinance No. 6177
- 5th and West Broadway Urban Revitalization Area – Ordinance No. 6411
- 14th Avenue Urban Revitalization Area – Ordinance No. 6412
- 16th Avenue Urban Revitalization Area – Ordinance No. 6479
- 21st Avenue Urban Revitalization Area – Ordinance No. 6495
- American Games Urban Revitalization Area – Ordinance No. 6476
- Black Squirrel Flats Urban Revitalization Area – Ordinance No. 6532
- Bluffs Northway Urban Revitalization Area – Ordinance No. 6281
- College Road Urban Revitalization Area – Ordinance No. 6310
- Council Pointe Road Urban Revitalization Area – Ordinance No. 6326
- Mid-America Urban Revitalization Area – Ordinance No. 6469
- River Road Urban Revitalization Area – Ordinance No. 6464
- South Pointe Urban Revitalization Area – Ordinance No. 6375
- Valley View Urban Revitalization Area – Ordinance No. 6289
- Veterans Memorial Highway Urban Revitalization Area – Ordinance No. 6409

- Whispering Oaks Urban Revitalization Area – Ordinance No. 6533

Following the adoption of this Amended and Restated Plan, these revitalization areas shall be treated as subareas of a revitalization area known as the Council Bluffs Consolidated Revitalization Area (referred to herein as the “Revitalization Area”). The previously existing subareas of the Revitalization Area are legally described in Exhibit A attached to this Plan.

Additionally, in connection with the adoption of this Amended and Restated Plan, the City is designating a new revitalization area that will be a subarea of the Council Bluffs Consolidated Revitalization Area. This new revitalization area will be known as the South Expressway Subarea of the Council Bluffs Consolidated Revitalization Area. The South Expressway Subarea of the Revitalization Area is legally described in Exhibit B to this Plan.

Maps of the subareas of the Revitalization Area are attached as Exhibit C to this Plan.

The City may amend the land included in the Revitalization Area by adoption of future amendments to this Plan and by the adoption of additional designating ordinances or the repeal of existing designating ordinances.

III. DESIGNATION OF REVITALIZATION AREA

Iowa Code Chapter 404 provides that the City Council may designate an area of the City as a revitalization area, if that area meets any of the criteria set forth in Iowa Code Section 404.1. The subsections of Section 404.1 provide the following criteria:

1. An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and which is detrimental to the public health, safety, or welfare.
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use.

3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.
4. “An area which is appropriate as an economic development area as defined in section 403.17.” [Iowa Code Section 403.17(10) provides that “economic development area” means an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises or housing and residential development for low and moderate income families, including single or multi-family housing.]
5. “An area or an area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multi-family housing.”

Previously, the City has used a variety of these designations for various subareas of the Revitalization Area. With the adoption of this Amended and Restated Plan, the City is clarifying and affirming that the Revitalization Area as a whole, as described herein, including the new South Expressway Subarea of the Revitalization Area, is designated as a revitalization area meeting the criteria of Iowa Code Sections 404.1(4) and Section 404.1(5). Furthermore, the following subareas of the Revitalization Area shall continue to be designated as revitalization areas under the following additional criteria:

- 1st Avenue Urban Revitalization Area – Iowa Code Sections 404.1(1) and (3)
- 5th and West Broadway Urban Revitalization Area – Iowa Code Section 404.1(2)
- Veterans Memorial Highway Urban Revitalization Area – Iowa Code Section 404.1(2)

With the adoption of this Plan, the City Council affirms that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof, of the Revitalization Area, is necessary in the interest of the public health, safety, and welfare of the residents of the City and that the Revitalization Area substantially meets the criteria established in Section 404.1 of the *Code of Iowa* for a revitalization area.

IV. EXISTING ZONING

Existing zoning classifications of the property within the Revitalization Area include:

- I-2/General Industrial
- A-2/Parks, Estates, and Agricultural
- R-3/Low Density Multifamily Residential
- P-C/Planned Commercial
- C-2/Commercial

The City’s zoning ordinance(s) and a detailed zoning map are available for public inspection at City Hall.

V. EXISTING AND PROPOSED LAND USE

Existing land use categories are the same as the zoning classifications described above.

New and expanded commercial, industrial, and residential development, including improvements to and revitalization of existing commercial, industrial, and residential structures, is proposed for the Revitalization Area, in accordance with the City's zoning ordinance(s).

VI. PROPOSALS FOR EXPANDING CITY SERVICES

No extensions or upgrades to existing municipal services or infrastructure are currently planned as part of this Plan. As development and redevelopment within the Revitalization Area warrants, municipal services within the Revitalization Area will be expanded and improved, as needed and as financially feasible, to serve new and expanded development.

VII. ELIGIBLE IMPROVEMENTS

The Plan is applicable to all of the property in the Revitalization Area assessed as residential, commercial, or industrial ("Eligible Property").

Improvements to Eligible Property, including rehabilitation and additions to any existing buildings on Eligible Property and new construction of buildings on vacant Eligible Property or on Eligible Property with existing buildings, which increase the actual assessed value of the Eligible Property by at least fifteen percent (15%) for Eligible Property assessed as commercial or industrial, or by at least ten percent (10%) for Eligible Property assessed as residential, are "Qualifying Improvements" under this Plan.

"Actual Value Added by the Qualifying Improvements" or "Actual Value Added," as used in this Plan, means the actual value added by Qualifying Improvements to the assessed value of the Eligible Property as of the first year for which the exemption is received.

All Qualifying Improvements, in order to be considered eligible for tax abatement, must be completed in conformance with all applicable ordinances and regulations for the City and must be completed during the time the Eligible Property was designated as a revitalization area (under this Amended and Restated Plan or under one of the revitalization plans consolidated into this Plan).

VIII. LIMITATION TO ELIGIBILITY FOR PROPERTY IN URBAN RENEWAL AREA

The City has established urban renewal areas that overlap with the Revitalization Area and, in the future, may establish additional urban renewal areas that overlap with the Revitalization Area. The City has a tax increment financing program within these urban renewal areas that is designed to provide incentives for development. Accordingly, a property that, in the determination of the City Council, is within an urban renewal area and is receiving either direct or indirect benefits that were financed through a tax increment financing program, shall not be eligible for tax abatement under the Plan absent specific approval from the City Council.

IX. EXEMPTIONS

The following exemption schedules are available under this Plan for Eligible Properties located within the Revitalization Area to which Qualifying Improvements are made:

Multi-Residential: All Eligible Property assessed as residential under Iowa Code Section 441.21(14)(a)(6) (requiring three or more separate dwelling units) is eligible under this Plan to receive an exemption from taxation on Qualifying Improvements as follows:

New Construction: If the Qualifying Improvements consist of the new construction of at least twelve (12) separate dwelling units, then the Eligible Property is eligible to receive an exemption from taxation in an amount equal to 100% of the Actual Value Added by the Qualifying Improvements for a period of six (6) years.

Rehabilitation of Existing Improvements: If the Qualifying Improvements consist of the rehabilitation of existing improvements containing at least three (3) separate dwelling units, then the Eligible Property is eligible to receive an exemption from taxation in an amount equal to 100% of the Actual Value Added by the Qualifying Improvements for a period of ten (10) years.

With respect to both of these exemption options, if the Eligible Property is assessed as residential, then the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D.

Commercial or Industrial: All Eligible Property assessed as (i) commercial or (ii) industrial is eligible under this Plan to receive an exemption from taxation on Qualifying Improvements under one of the following schedules:

Three-Year Exemption: The property owner may elect to receive an exemption from taxation in an amount equal to 100% of the Actual Value Added by the Qualifying Improvements for a period of three (3) years.

Ten-Year Exemption: The property owner may elect to receive an exemption from taxation in an amount equal to a declining percentage of the Actual Value Added by the Qualifying Improvements, over a period of ten (10) years, as set forth below:

- i. For the first year, eighty percent (80%) of the Actual Value Added
- ii. For the second year, seventy percent (70%) of the Actual Value Added
- iii. For the third year, sixty percent (60%) of the Actual Value Added
- iv. For the fourth year, fifty percent (50%) of the Actual Value Added
- v. For the fifth year, forty percent (40%) of the Actual Value Added
- vi. For the sixth year, forty percent (40%) of the Actual Value Added
- vii. For the seventh year, thirty percent (30%) of the Actual Value Added
- viii. For the eighth year, thirty percent (30%) of the Actual Value Added
- ix. For the ninth year, twenty percent (20%) of the Actual Value Added
- x. For the tenth year, twenty percent (20%) of the Actual Value Added

The property owner must elect which of the above exemption options they have selected for their Eligible Property upon applying for the exemption.

X. APPLICATION PROCEDURES

Property owners must file an application, on the form provided by the City, for each new exemption claimed. The application shall be filed by the property owner with the City Council by February 1 of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation, or the following two assessment years. The application shall contain, but is not limited to the following information:

- The nature of the improvement(s);
- The cost of the improvement(s);
- Estimated or actual completion date of the improvement(s);
- The tenants that occupied the property on the date the City adopted the resolution adopting the original plan for the particular revitalization area, if known (with respect to the South Expressway Subarea, tenants that occupied the property on the date of the resolution adopting the Amended and Restated Plan); and
- Identification of which exemption option the property owner is applying for under this Plan.

Additional Requirement for Properties Assessed as Commercial: Property owners submitting applications on or after July 1, 2024 for improvements to property assessed as commercial must also enter into a written assessment agreement with the City, in substantially the form attached as Exhibit E, specifying a minimum actual value for the completed improvements, consistent with and to the extent required by the provisions of Iowa Code Chapter 404 in effect at the time the application is submitted to the City.

Property owners may submit a proposal for an improvement project to the City Council to receive prior approval for eligibility for a tax exemption on the project. The City Council shall give its prior approval if the project is in conformance with this Plan for revitalization. However, if the proposal is not approved, the owner(s) may submit an amended proposal for the City Council to approve or reject. Such prior approval shall not entitle the owner(s) to exemption from taxation until the improvements have been completed and found to be qualified for the exemption under this Plan.

XI. APPLICATION REVIEW

The City Council shall, subject to review by the County Assessor, approve all applications submitted for approval if:

1. The project, as determined by the City Council, is in conformance with this Plan and all other requirements of City Code, including, but not limited to, zoning and building code requirements; and

2. The project is located within the Revitalization Area; and
3. The improvements were made during the time the Revitalization Area was so designated.

The City Council will determine which exemption is applicable to the project (if any), subject to review by the County Assessor, based upon the terms of the Plan in effect when the application is reviewed and approved by the Council.

All approved applications shall be forwarded to the County Assessor by March 1 for review, pursuant to Iowa Code Section 404.5. The County Assessor shall make a physical review of all properties with approved applications. The County Assessor shall determine the increase in actual value for tax purposes due to the improvements and notify the applicant of the determination, which may be appealed to the local board of review pursuant to the provisions of the Iowa Code. After the initial tax exemption is granted, the County Assessor shall continue to grant the tax exemption for the time period specified on the approved application. The tax exemptions for the succeeding years shall be granted without the owner(s) having to file an application for succeeding years.

XII. OTHER SOURCES OF REVITALIZATION FUNDS

The City is not aware of a federal, state, or private grant or loan program that is permanently a source of funding for residential improvements in the Revitalization Area. However, it is not the intention of the City to prohibit the use of any other appropriate federal or state revitalization or incentive programs within the Revitalization Area. The City Council encourages all property owners to investigate other public and private funding sources for improvements to real property, and to apply to those sources which are applicable to the types of improvements being proposed.

XIII. RELOCATION PROVISIONS

The City does not anticipate the displacement or relocation of any persons, families, or businesses as a result of the improvements to be made in the Revitalization Area. However, if the relocation or displacement of a qualified tenant results from a property owner's action to qualify for a tax exemption under this Plan, upon the City's verification of such relocation or displacement, the City may require the property owner to compensate the qualified tenant for at least one month's rent and actual relocation expenses. A "qualified tenant" means the legal occupant of a residential dwelling unit which is located within the designated Revitalization Area and who has occupied the same dwelling unit continuously since one year prior to the adoption of the original plan for the revitalization area.

XIV. ASSESSED VALUATIONS AND OWNERS OF RECORD

Listings of the names and addresses of the owners of record for all real estate in the Revitalization Area, along with the assessed valuations stated separately for land and buildings for the real estate, as of the adoption dates for each of the revitalization plans consolidated into this Plan, are maintained in the office of the City Clerk.

With respect to the South Expressway Subarea, a listing of the names and addresses of the owners of record for the real estate within the subarea, as well as the assessed valuations stated separately for land and buildings for the real estate, as of the date of the Amended and Restated Plan is attached as Exhibit D.

XV. TIME FRAME

The subareas of the Revitalization Area were each established with a particular duration period. With the adoption of this Amended and Restated Plan, the City is removing the limited eligibility periods from the subareas of the Revitalization Area. Revitalization activities in the Revitalization Area shall be eligible under this Plan until the City repeals or amends the ordinance(s) establishing the Revitalization Area as a whole, or any subarea or portion of the Revitalization Area, or repeals or amends the exemption benefits contained in this Plan.

If at any time, in the opinion of the City Council, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted would cease to be of benefit to the City, then, pursuant to Iowa Code Section 404.7, the City Council may repeal the ordinance(s) designating the Revitalization Area, or any subarea or portion of the Revitalization Area. Following the repeal of the ordinance(s) designating the Revitalization Area, or any subarea or portion of the Revitalization Area, all previously approved exemptions shall continue until their expiration. The City reserves the right to extend, amend, terminate, or repeal the Plan and/or the designating ordinances to the extent allowed by law.

XVI. SEVERABILITY

If any part of the Amended and Restated Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted urban revitalization plans as a whole or any part of the previously adopted urban revitalization plans, prior amendments to revitalization plans, or the Amended and Restated Plan not determined to be invalid or unconstitutional.

XVII. EFFECTIVE DATE

This Amended and Restated Plan shall be effective upon the approval of a resolution by the City Council adopting the Amended and Restated Plan (“Effective Date”).

Applications submitted under this Plan following the Effective Date shall be eligible to apply only for those exemptions contained in this Amended and Restated Plan, subject to the terms of the Plan. All exemptions awarded prior to the Effective Date shall continue until their expiration.

EXHIBIT A
SUBAREAS OF REVITALIZATION AREA – LEGAL DESCRIPTIONS

Whispering Oaks Urban Revitalization Area

A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 4, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, AND ALSO TOGETHER WITH PART OF THE SE 1/4 OF THE NE 1/4 OF SECTION 5, SAID TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN; ALL LOCATED IN POTTAWATTAMIE COUNTY, COUNCIL BLUFFS, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 5, TOWNSHIP 74N, RANGE 43 WEST; THENCE N1°06'10"E (ASSUMED BEARING), 53.00 FEET TO THE POINT OF BEGINNING; THENCE N88°28'13"W A DISTANCE OF 351.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FOREST GLEN DRIVE; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF FOREST GLEN DRIVE ON THE FOLLOWING DESCRIBED COURSES: THENCE N1°20'57"E, A DISTANCE OF 433.34 FEET; THENCE N88°16'18"W, A DISTANCE OF 15.99 FEET; THENCE N1°31'50"E, A DISTANCE OF 313.54 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING OAKS; THENCE S88°34'04"E, A DISTANCE OF 56.87 FEET ALONG THE SOUTH LINE OF LOT 106, WHISPERING OAKS TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2017 PAGE 2889; THENCE S88°28'13"E, A DISTANCE OF 306.04 FEET ALONG THE SOUTH LINE OF LOT 106 & SOUTH LINE OF OUTLOT A, WHISPERING OAKS TO A POINT AT THE INTERSECTION OF THE SOUTH LINE OF OUTLOT A & THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2017 PAGE 2889; THENCE S88°15'01"E, A DISTANCE OF 562.24 FEET ALONG THE SOUTH LINE OF OUTLOT A, & LOTS 87-90 WHISPERING OAKS TO THE SOUTHEAST CORNER OF LOT 87 WHISPERING OAKS; THENCE S88°15'01"E, A DISTANCE OF 714.76 FEET; THENCE S88°15'01"E, A DISTANCE OF 17.46, TO THE WEST RIGHT OF WAY LINE OF FRANKLIN AVENUE; THENCE S1°43'39"W, A DISTANCE OF 747.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE N88°15'01"W DISTANCE OF 1,086.30 FEET TO THE EAST LINE OF A PARCEL BOOK 87, PAGE 22729; THENCE N01°06'10"E ALONG SAID EAST LINE OF SAID PARCEL BOOK 87, PAGE 22729, A DISTANCE OF 180.01 FEET TO THE NORTHEAST CORNER OF SAID PARCEL BOOK 87, PAGE 22729; THENCE N88°15'01"W ALONG THE NORTH LINE OF SAID PARCEL, B00K 87, PAGE 22729 A DISTANCE OF 200.00 FEET; THENCE S1°06'10"W ALONG SAID PARCEL BOOK 87, PAGE 22729, A DISTANCE OF 180.01 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 1,193,878.13 SQ.FT. OR 27.40 ACRES MORE OR LESS

South Pointe Urban Revitalization Area

A PARCEL OF LAND BEING ALL OF ROGERS AUTO SUBDIVISION, SOUTH POINTE SUBDIVISION, SOUTH POINTE SUBDIVISION REPLAT 1, SOUTH POINTE SUBDIVISION REPLAT 2, SOUTH POINT SUBDIVISION PHASE 2, SOUTH 24TH AND HIGHWAY 275 INDUSTRIAL AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 10, THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 11, SECTION 14, GOVERNMENT LOT 1 TO SAID SECTION 14 AND A PORTION OF THE EAST HALF OF SECTION 15, ALL IN TOWNSHIP 74 NORTH, RANGE 44 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 10, SAID CENTER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF RICHARD DOWNING AVENUE; THENCE EASTERLY ON SAID SOUTH RIGHT-OF-WAY LINE, 2,730 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 24TH STREET; THENCE SOUTHERLY ON SAID WESTERLY RIGHT-OF-WAY LINE, 2,329 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF VETERANS MEMORIAL HIGHWAY; THENCE WESTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, 197 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF SAID SECTION 10; THENCE SOUTHERLY ON SAID EASTERLY LINE AND ON IT'S SOUTHERLY PROLONGATION, 390 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VETERANS MEMORIAL HIGHWAY; THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,760 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTH POINTE SUBDIVISION REPLAT 2; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTH POINTE SUBDIVISION REPLAT 2, 1,246 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTH POINTE SUBDIVISION REPLAT 1; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTH POINTE SUBDIVISION REPLAT 1, 533 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID SOUTH POINTE SUBDIVISION PHASE 2; THENCE EASTERLY ON SAID NORTH LINE, 110 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTH POINTE SUBDIVISION PHASE 2, SAID NORTHEAST CORNER ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN CREEK; THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID SOUTH POINTE SUBDIVISION PHASE 2 AND ON SAID WESTERLY RIGHT-OF-WAY LINE, 2,742 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 5 IN SAID SOUTH POINTE SUBDIVISION PHASE 2; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 5, 149 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GIFFORD ROAD; THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 1,420 FEET MORE OR LESS TO A POINT ON THE NORTHERLY

RIGHT-OF-WAY LINE OF GIFFORD ROAD; THENCE WESTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1,209 FEET MORE OR LESS; THENCE SOUTHWESTERLY, 1,883 FEET MORE OR LESS TO A POINT ON THE MISSOURI RIVER MEANDER LINE; THENCE SOUTHWESTERLY ON SAID MISSOURI RIVER MEANDER LINE, 1,174 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID SECTION 15; THENCE NORTHERLY ON SAID EAST LINE, 802 FEET MORE OR LESS; THENCE WESTERLY, 631 FEET MORE OR LESS; THENCE NORTHWESTERLY, 2,019 FEET MORE OR LESS TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 15; THENCE WESTERLY ON SAID EAST-WEST CENTERLINE, 1,322 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF GATEWAY SUBDIVISION IN SAID CITY OF COUNCIL BLUFFS; THENCE NORTHERLY ON SAID EAST LINE, 1,256 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VETERANS MEMORIAL HIGHWAY; THENCE NORTHEASTERLY ON SAID SOUTH RIGHT-OF-WAY LINE, 1,355 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY PROLONGATION OF THE NORTH-SOUTH CENTERLINE OF SAID SOUTHEAST QUARTER OF SECTION 10; THENCE NORTHERLY ON SAID SOUTHERLY PROLONGATION AND ON SAID NORTH-SOUTH CENTER, 2,480 FEET MORE OR LESS; THENCE WESTERLY, 1,315 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ON SAID WEST LINE, 998 FEET MORE OR LESS TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 500 ACRES, MORE OR LESS.

Valley View Urban Revitalization Area

Lot 3 of New Horizon Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

Veterans Memorial Highway Urban Revitalization Area

The North 660 feet of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12-74-44, except the West 250 feet, and the West 16.5 feet of the South 20 feet north of the highway in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 12-74-44 and commencing at a point 660 feet East of the NW corner of the SW $\frac{1}{4}$ of the SW quarter of section 12, thence South 660 feet, thence East 250 feet, thence North 660 feet, thence West 250 feet to the place of beginning, subject to right of ways of public highway City of Council Bluffs, Pottawattamie County, Iowa

College Road Urban Revitalization Area

Proposed Lots 1-4, New Horizon Subdivision, Replat Two, City of Council Bluffs, Pottawattamie County, Iowa

Council Pointe Road Urban Revitalization Area

Lot 1, Fox Run Landing, Replat Three, City of Council Bluffs, Pottawattamie County, Iowa.

Lot 116, Fox Run Landing, except the northwest corner dedicated to City right-of-way, along with northerly part of Lot 117 commencing at the southeast corner of said Lot 116, thence North 469.54 feet, thence Northeasterly 885.29 feet, thence South 787.74 feet, and thence West 806.06 feet back to the point of beginning, all in the City of Council Bluffs, Pottawattamie County, Iowa

Mid-America Urban Revitalization Area

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

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

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

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

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

THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 3,909 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY

PROLONGATION OF THE NORTH LINE OF SAID INRIP SUBDIVISION TRACT NO 1 1st ADDITION;

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

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

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

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

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

River Road Urban Revitalization Area

Lot 1, River Road Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

American Games Urban Revitalization Area

Lot 3, Pollard Games Addition, City of Council Bluffs, Pottawattamie County, Iowa

Black Squirrel Flats Urban Revitalization Area

Lot 1, Black Squirrel Flats Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

Bluffs Northway Urban Revitalization Area

Lots 2 and 3, Walmart Bluffs Northway Subdivision, City of Council Bluffs, Pottawattamie County, Iowa

Lots 10 through 18 and the east/west alley abutting Belmont Addition along with the Canadian National Railway right-of-way abutting on the north and Avenue P right-of-way abutting on the south; Lots 33 through 37 and the North ½ vacated alley abutting and Lots 56 through 61 and the South ½ vacated alley abutting Belmont Addition along with Avenue O right-of-way abutting on the south; Lots 79 through 83 and the North ½ vacated alley abutting and Lots 102 through 106

and the South ½ vacated alley abutting Belmont Addition, City of Council Bluffs, Pottawattamie County, Iowa

16th Avenue Urban Revitalization Area

A parcel of land situated in the North Half (N1/2) of Section 2, Township 74 North, Range 44 West and the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of Section 35, Township 75 North, Range 44 West of the Fifth Principal Meridian, City of Council Bluffs, Pottawattamie County, State of Iowa, according to an official plat of said land filed in the District Land Office, bounded and described as follows: Beginning at a point on the North-South centerline of said Section 2, from which point the center of said section bears South, 264.98 feet; thence North 89 degrees 50 minutes 17 seconds East, 200.00 feet; thence North 00 degrees 00 minutes 17 sections East, 2150.79 feet to the south line of 16th Avenue; thence along said south line South 89 degrees 30 minutes 12 seconds West, 200.0 feet to a point on said North-South centerline of said Section 2; thence along said North-South centerline North 20.90 feet to the north quarter corner of said Section 2; thence along the North-South centerline of said Section 35, North 00 degrees 21 minutes 09 seconds West, 60.0 feet to a point on the north line of 16th Avenue, said point also being the southwest corner of Lot 12, Block 36, Fleming and Davis addition; thence South 89 degrees 38 minutes 51 seconds West, 16.0 feet; thence North 00 degrees 21 minutes 09 seconds West, 646.37 feet to a point on the south line of 14th Avenue prolonged, said point being South 89 degrees 38 minutes 53 seconds West, 16.0 feet from the northwest corner of Lot 1, Block 29, Fleming and Davis Addition; thence South 89 degrees 38 minutes 53 seconds West, 379.00 feet; thence South 75 degrees 42 minutes 26 seconds West, 399.46 feet; thence South 82 degrees 12 minutes 26 seconds West, 126.58 feet; thence South 21 degrees 28 minutes 31 seconds East, 2490.70 feet to a point on the North-South centerline of said Section 2; thence along said North-South centerline, South 441.28 feet to the Point of Beginning. Containing an area of 1,548,471 square feet, more or less, or 35.548 acres, more or less.

AND

A parcel of land legally described as being the East 16 feet of the South 686 feet, except the South 178 feet of the North 323 feet, all in the SE1/4 SW1/4 of Section 35-75-44, City of Council Bluffs, Pottawattamie County, Iowa. Said parcel of land contains an area of 8,276 square feet more or less, or .19 acres, more or less.

21st Avenue Urban Revitalization Area

Lots 9, 10, 18, 19, 20, 21 and 22, a portion of Lots 7, 8, 11, 12, 13, 16, 17, 23, 24 and 25 in Block 14, a portion of Lots 16, 17, 18 and 19 in Block 19, all of the vacated alley's in said Block 14 and all of vacated 22nd Avenue right-of-way lying within the following described parcel, all in Hughes and Doniphan's Addition, City of Council Bluffs, Pottawattamie County, Iowa

And

Lots 14 and 15 and that part of Lot 13 in Block 14, Hughes and Doniphan's Addition to the City of Council Bluffs, Pottawattamie County, Iowa, all lying Southwest of the former Wabash Railroad Right-of-Way (now Southside Trail Bike Trail Right-of-Way) AND That part of the vacated north/south alley lying north of the north right-of-way line of 22nd Avenue and south of the southerly right-of-way of the former Wabash Railroad (now Southside Trail Bike Trail) AND The North 1/2 of vacated 22nd Avenue lying between the east right-of-way line of South 6th Street and southwesterly right-of-way line of Southside Trail Bike Trail.

14th Avenue Urban Revitalization Area

Lots 16-30, Block 37, Brown's Subdivision, Council Bluffs, Pottawattamie County, Iowa

5th and West Broadway Urban Revitalization Area

The portion of Block 6, Mynster's Addition Southeast of the right-of-way of Kanesville Boulevard; The portion of Lots C and D, Auditor's Subdivision of Block 6 Mynster's Addition and Block 2 Bayliss 1st Addition located Southeast of the right-of-way of Kanesville Boulevard, and the entirety of the alleyway adjacent to Lot D; Lots E-P, Auditor's Subdivision of Block 6 Mynster's Addition and Block 2 Bayliss 1st Addition, and the vacated alley adjacent to Lot N; Lot 5, Block 2, Bayliss Addition to Council Bluffs, Pottawattamie County, Iowa;

And:

Lots 1-13, Auditor's Subdivision of Lot 5, Block 5 Mynster's Addition and Block 1, Bayliss 1st Addition, and the alleyway adjacent; Lot 2 excluding City right-of-way, Lots 3 and 4, and Lots 6-10, Mynster's Addition, all in the City of Council Bluffs, Pottawattamie County, Iowa.

1st Avenue Urban Revitalization Area

Lots 9 through 16, Block 6, Bayliss First Addition, City of Council Bluffs, Pottawattamie County, Iowa

EXHIBIT B
LEGAL DESCRIPTION OF SOUTH EXPRESSWAY SUBAREA OF
REVITALIZATION AREA

South Expressway Subarea of Revitalization Area

Lots 5, 6, 7, 8, 16, 17 and all of Lot 4 except the North 3.5 feet, Country Club Acres,
City of Council Bluffs, Pottawattamie County, Iowa

[illegible]

EXHIBIT D
INFORMATION CONCERNING SOUTH EXPRESSWAY SUBAREA

Current Tax Parcel Number	Name of Property Owner	Address of Record for Property Owner	Current Assessed Value – Land Value	Current Assessed Value – Improvement Value
744412377022	David H. Edwards	1010 34 th Ave Council Bluffs, IA 51501	\$772,600	\$0
744412327002	Johnstone Partners LLC	1914 Tostevin St Council Bluffs, IA 51503	\$120,000	\$106,500

EXHIBIT E
FORM OF MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement”) is dated as of _____, 20____, by and between the City of Council Bluffs, Iowa (the “City”), an Iowa municipal corporation, and [PROPERTY OWNER, a(n) Iowa _____] (“Owner”).

WHEREAS, consistent with the provisions of the City’s Amended and Restated Consolidated Urban Revitalization Plan (the “Plan”), the Owner has submitted an Application for Tax Abatement dated as of _____, 20____ (the “Application”) regarding certain commercial real estate owned by Owner and located in the Council Bluffs Consolidated Revitalization Area, which real estate is legally described as follows:

[LEGAL DESCRIPTION]

(the “Property”);

WHEREAS, the Application describes certain improvements that have been or are proposed to be constructed on the Property (the “Eligible Improvements”); and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Owner desire to establish a Minimum Actual Value for the Eligible Improvements and Property following completion of the Eligible Improvements for the duration of the tax abatement requested by the Owner by submission of the Application, under the provisions of the Plan; and

WHEREAS, the Pottawattamie County Assessor has reviewed the preliminary plans and specifications for the Eligible Improvements that are contemplated to be constructed.

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

1. Upon substantial completion of construction of the Eligible Improvements, but in no event later than January 1, 20____, the minimum actual value fixed for assessment purposes for the Eligible Improvements and the Property (building and land value) in the aggregate shall be not less than _____ Dollars (\$_____), before rollback.

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 20____ (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Property.

2. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Pottawattamie County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any

such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

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

4. Nothing herein shall be deemed to waive the rights of Owner from seeking administrative or legal remedies to reduce the actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Minimum Assessment Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

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

6. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page is blank. Signatures start on the next page.]

CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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 Minimum Assessment Agreement – City]

[OWNER]

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 20_____, by _____, as the _____ of [OWNER], on behalf of whom the record was executed.

Notary Public in and for said state

[Signature page to Minimum Assessment Agreement – Owner]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Eligible Improvements to be constructed, and being of the opinion that the minimum actual value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

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

Assessor for Pottawattamie County, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for Pottawattamie County, Iowa on this ____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. a. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

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

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

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Urban Revitalization Areas



NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF COUNCIL BLUFFS, IOWA, ON THE MATTER
OF THE ADOPTION OF A PROPOSED AMENDED AND
RESTATED CONSOLIDATED URBAN REVITALIZATION
PLAN

Public notice is hereby given that the City Council of the City of Council Bluffs, Iowa, will hold a public hearing on April 1, 2024, 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 adoption of an Amended and Restated Consolidated Urban Revitalization Plan ("Amended and Restated Plan") for the Council Bluffs Consolidated Revitalization Area (the "Urban Revitalization Area") described therein, under the authority of Iowa Code Chapter 404, as amended.

The purpose of the Amended and Restated Plan is to (i) consolidate the existing urban revitalization plans into this single Amended and Restated Plan, (ii) amend and restate the provisions of the existing urban revitalization plans, (iii) consolidate the existing urban revitalization areas to be subareas of the Council Bluffs Consolidated Urban Revitalization Area, and (iv) designate a new urban revitalization area, the South Expressway Revitalization Area, to be established as an additional subarea of the Council Bluffs Consolidated Urban Revitalization Area.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amended and Restated Plan. The proposed Amended and Restated Plan is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

This notice is given by order of the City Council of the City of Council Bluffs, Iowa, pursuant to Section 404.2, Code of Iowa, 2023, as amended.

Dated this _____ day of _____, 2024.

City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

02302481\10342-193

RESOLUTION 24-48

ITEM TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

February 26, 2024

7:00 P.M.

Amended and Restated Consolidated Urban Revitalization Plan

- Resolution determining the necessity and fixing a date for a public hearing on the matter of the adoption of a proposed Amended and Restated Consolidated Urban Revitalization Plan

IMPORTANT INFORMATION

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

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

February 26, 2024

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 Walsh, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND FIXING A DATE FOR A PUBLIC HEARING ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDED AND RESTATED CONSOLIDATED URBAN REVITALIZATION PLAN", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

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

RESOLUTION NO. 24-48

RESOLUTION DETERMINING THE NECESSITY AND
FIXING A DATE FOR A PUBLIC HEARING ON THE MATTER
OF THE ADOPTION OF A PROPOSED AMENDED AND
RESTATED CONSOLIDATED URBAN REVITALIZATION
PLAN

WHEREAS, the City of Council Bluffs currently has sixteen urban revitalization plans for various urban revitalization areas within the City, including the 1st Avenue Urban Revitalization Plan, the 5th and West Broadway Urban Revitalization Plan, the 14th Avenue Urban Revitalization Plan, the 16th Avenue Urban Revitalization Plan, the 21st Avenue Urban Revitalization Plan, the American Games Urban Revitalization Plan, the Black Squirrel Flats Urban Revitalization Plan, the Bluffs Northway Urban Revitalization Plan, the College Road Urban Revitalization Plan, the Council Pointe Road Urban Revitalization Plan, the Mid-America Urban Revitalization Plan, the River Road Urban Revitalization Plan, the South Pointe Urban Revitalization Plan, the Valley View Urban Revitalization Plan, the Veterans Memorial Highway Urban Revitalization Plan, and the Whispering Oaks Urban Revitalization Plan; and

WHEREAS, the Council has previously determined that the urban revitalization areas within the City are suitable revitalization areas authorized by Iowa Code Chapter 404; and

WHEREAS, the Council has determined that the City would be best served by amending the existing urban revitalization plans to consolidate them into a single urban revitalization plan that incorporates and amends the provisions of the existing urban revitalization plans; and

WHEREAS, a proposed Amended and Restated Consolidated Urban Revitalization Plan ("Amended and Restated Plan") has been prepared, the purpose of which is to (i) consolidate the existing urban revitalization plans into the Amended and Restated Plan, (ii) amend and restate the provisions of the existing urban revitalization plans, (iii) consolidate the existing urban revitalization areas to be subareas of the Council Bluffs Consolidated Urban Revitalization Area (the "Revitalization Area"), and (iv) designate a new urban revitalization area, the South Expressway Revitalization Area, to be established as an additional subarea of the Council Bluffs Consolidated Urban Revitalization Area; and

WHEREAS, before such Amended and Restated Plan can be adopted, it is necessary that a public hearing be held thereon and that due notice be given in accordance with the requirements of Iowa Code Chapter 404.

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

Section 1. It is determined that the rehabilitation, conservation, redevelopment, economic development or a combination thereof of the Revitalization Area, as proposed to be amended, is necessary in the interest of the public health, safety, or welfare of the residents of the City, and the Revitalization Area substantially meets the criteria of Iowa Code Section 404.1 and the proposed

Amended and Restated Plan, attached to this Resolution as Exhibit 1, is declared to substantially meet the criteria of Iowa Code Section 404.2.

Section 2. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the adoption of the Amended and Restated Plan at a regularly scheduled meeting of the City Council, on April 1, 2024, at 7:00 P.M., in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa.

Section 3. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the Amended and Restated Plan, at least (i) once not less than thirty days prior to the date of said public hearing and (ii) once not less than seven days prior to the date of said public hearing, as provided in Iowa Code Section 404.2(6). April 1, 2024 should be the next regularly scheduled City Council meeting after the second publication of notice.

Section 4. That the City Clerk shall cause notice of said hearing to be given by ordinary mail at the last known addresses of the owners of record of the property proposed to be added to the Revitalization Area as the South Expressway Revitalization Area, such notice to be mailed not less than thirty days prior to the date of said public hearing; to the extent that any occupants of such properties differ from the owners of record, the City Clerk shall also cause notice of said hearing to be mailed to the occupants, if addresses for the occupants are available.

Section 5. That copies of the Amended and Restated Plan be made available to the public through the office of the City Clerk.

Section 6. The notice of the proposed hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF COUNCIL BLUFFS, IOWA, ON THE MATTER
OF THE ADOPTION OF A PROPOSED AMENDED AND
RESTATED CONSOLIDATED URBAN REVITALIZATION
PLAN

Public notice is hereby given that the City Council of the City of Council Bluffs, Iowa, will hold a public hearing on April 1, 2024, 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 adoption of an Amended and Restated Consolidated Urban Revitalization Plan ("Amended and Restated Plan") for the Council Bluffs Consolidated Revitalization Area (the "Urban Revitalization Area") described therein, under the authority of Iowa Code Chapter 404, as amended.

The purpose of the Amended and Restated Plan is to (i) consolidate the existing urban revitalization plans into this single Amended and Restated Plan, (ii) amend and restate the provisions of the existing urban revitalization plans, (iii) consolidate the existing urban revitalization areas to be subareas of the Council Bluffs Consolidated Urban Revitalization Area, and (iv) designate a new urban revitalization area, the South Expressway Revitalization Area, to be established as an additional subarea of the Council Bluffs Consolidated Urban Revitalization Area.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amended and Restated Plan. The proposed Amended and Restated Plan is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

This notice is given by order of the City Council of the City of Council Bluffs, Iowa, pursuant to Section 404.2, Code of Iowa, 2023, as amended.

Dated this 23rd day of March, 2024.

City Clerk, City of Council Bluffs, State of Iowa

(End of Notice)

PASSED AND APPROVED this 26th day of February, 2024.

Mayor

ATTEST:

City Clerk

ATTACH AMENDED AND
RESTATED PLAN LABELED AS
EXHIBIT 1 HERE

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 Council hereto affixed this 27th day of February, 2024.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

02302480\10342-193

Council Communication

Department: Community
Development

Case/Project No.:

Submitted by: Dessie Redmond,
Housing & Economic Development
Planner

Resolution 24-49
ITEM 3.G.

Council Action: 2/26/2024

Description

Resolution approving Request for Proposals and setting a public hearing for April 22, 2024 at 7:00 p.m. for approximately .25 acres of land at 1st Avenue and S. 8th Street.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/16/2024
Request for Proposals	Other	2/16/2024
Notice of Public Hearing	Notice	2/16/2024
Resolution 24-49	Resolution	2/21/2024

Council Communication

Department: Community Development	Resolution No.: 24 -	City Council: February 26, 2024
Subject/Title		
<ol style="list-style-type: none">1. Approval of the request for proposal for the redevelopment of approximately .25 acres of land at 1st Avenue and S. 8th Street; and2. Approval of the minimum development requirements, competitive criteria and procedures for disposition of certain property, for the appraised value of \$40,000, located within the Bluffs Center 1 Urban Renewal Area and soliciting proposals in accordance with the request for proposals.		
Background/ Discussion		
<u>Background</u> <p>In 2017, the City took title to property located at 1st Avenue and S. 8th Street (Parcel ID: 754436789009) under Iowa Code 6547A. This allows the City to petition the court to declare a property abandoned. Once the court awards the City title, the City files a “change of title” certificate with the County to show the City as owner. The City then obtains the property free and clear from any encumbrances (mortgages, liens, etc.) that may have been attached to the property. Later in 2017, the residence was demoed and the property has been vacant ever since. The property is located in the Bluffs Center 1 Urban Renewal Area. Staff believes it is in the best interest of the City to request proposals for the redevelopment of the site through a RFP process requesting development designs for a multi-family project. This includes disposing of the property for the appraised value of \$40,000.</p>		
<u>Discussion</u> <p>In order to initiate the property disposal process, the City must undertake certain actions on the property to ensure reasonable competitive bidding procedures and allow 30 days to respond. This also includes providing notice by publication in a newspaper having a general circulation to the community 30 days prior to the execution of a contract involving the transfer of property.</p> <p>Attached is a copy of the request for proposal that will be available on IonWave (the City’s online bidding portal) for soliciting submissions. The proposal’s availability will be published in the legal ad section of the Nonpareil. The attached resolution asks for City Council approval of this form and content.</p> <p>A separate resolution also directs the City Clerk to publish notice inviting redevelopment proposals to be submitted. Proposals are due by on April 4, 2024 by noon on IonWave. Lastly, the resolution approves April 22, 2024 as the date of public hearing on the intent to accept the selected redevelopment proposal submitted and to dispose of City property.</p>		
Attachments		
<p>The request for proposal for the redevelopment of approximately .25 acres of land at 28th Street and 2nd Avenue is attached, along with a resolution asking for approval of the minimum development requirements, competitive criteria and notice for soliciting redevelopment proposals with the intent to dispose of city property.</p>		

City of Council Bluffs, Iowa
Request for Proposals
Redevelopment of Land Located at 1st Avenue and S. 8th Street
Proposal Due Date: April 4, 2024

Bids will be received by the City of Council Bluffs via the electronic submission system at <https://cbiabids.ionwave.net/> until noon on April 4, 2024 for all work set forth in the plans, specifications and proposals for the above mentioned project.

The City of Council Bluffs through its Community Development Department is accepting proposals for the purchase and development of .25 acres of property located in west Council Bluffs for the development of a multi-family housing units. The subject property is located between S. 8th and S. 7th Street along 1st Avenue (See Attachment A).

The property is located in the Bluffs Center 1 Urban Renewal Area and because the block is in the R-3 zoning district and surrounded commercial, multi-family and single-family uses, the City wishes to increase density along the 1st Avenue but be sensitive to the aesthetics of the original neighborhood.

City Objectives

The city is seeking proposals to develop the site in conformance with applicable ordinances, as well as in compliance with the following stated objectives. These objectives include, but are not limited to:

- To cause the construction of new affordable housing units with occupancy on or before October 30, 2025.
- To provide a positive impact on the city resulting in increased tax revenues and contribute to the city's long term economic and community growth objectives.
- To implement the recommendations contained in the Bluffs Center 1 Urban Renewal Area.

Site Description

In 2017, the City took title to property located at 1st Avenue and S. 8th Street (Parcel ID: 754436789009) under Iowa Code 6547A. This allows the City to petition the court to declare a property abandoned. Once the court awards the City title, the City files a "change of title" certificate with the County to show the City as owner. The City then obtains the property free and clear from any encumbrances (mortgages, liens, etc.) that may have been attached to the property. Later in 2017, the residence was demoed and the property has been vacant ever since. The property will be for the purchase of the appraised price of \$40,000.

The parcel is served with water, sanitary sewer, storm sewer, and street paving, but individual service lines may need to be extended to accommodate the project.

The property is located in the Zone X (protected by the levee). Since Zone X is protected by the levee, there are not additional flood development requirements.

Value of the Property

The appraised value of the property is \$40,000.

Inquiries, Questions and Deadlines

All inquiries/questions regarding this RFP must be in IonWave. Any other contact in reference to this RFP will not be addressed.

RFP Issued: March 5, 2024

Q&A Ends: March 21, 2024

Answers to all questions will be posted no later than March 28, 2024

RFP Due: April 4, 2024 at noon

Proposals submitted by fax or email will not be accepted. Proposals received after the submission deadline will not be accepted.

Proposal and Submittal Requirements

In a clear and concise manner, developers must submit proposals that demonstrate the developer's capacity to satisfy the requirements of this RFP. Proposals do not need to be elaborate or costly, but should be prepared in a professional manner. Developers are required to submit electronic proposals on IonWave and must include the following information to be submitted for consideration:

1. Name, address, and contact information of the person or legal entity submitting the proposal.
2. A description of the individual or entity's background and business.
3. A narrative description of plan for the site. Conceptual plans are preferable but not necessary.
4. Timeframe
5. An itemized description and costs of project.
6. Proposed method of financing the acquisition and improvements made.

City Council will consider submitted proposals at a public hearing scheduled for April 22, 2024.

General Provisions

- 1) Submittal Ownership/Costs: Upon submission, all information becomes the property of the City of Council Bluffs. The City has the right to use any or all ideas presented in any submission in the response to this RFP, whether or not the submittal results in a contract with the submitting Developer. All costs for development of the written submittal and any oral presentation are entirely the obligation of the Developer and shall not be reimbursed.
- 2) Non-Warranty of Request for Qualifications: The City shall not be responsible for any errors or omissions in this RFP, nor for the failure on the part of the Developers to ensure that they have all the information necessary to affect their submittals.
- 3) Request for Clarification: The City reserves the right to request clarification of information submitted and to request additional information of one or more Developers, either orally or in writing.
- 4) Acceptance/Rejection of Submittals: The City reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof, which, in the City's judgment, best serve the interest of the City of Council Bluffs.

The City reserves the right to allow alterations, modifications or revisions to individual elements of the Scope of Services any time during the period of contract, which results from this RFP.

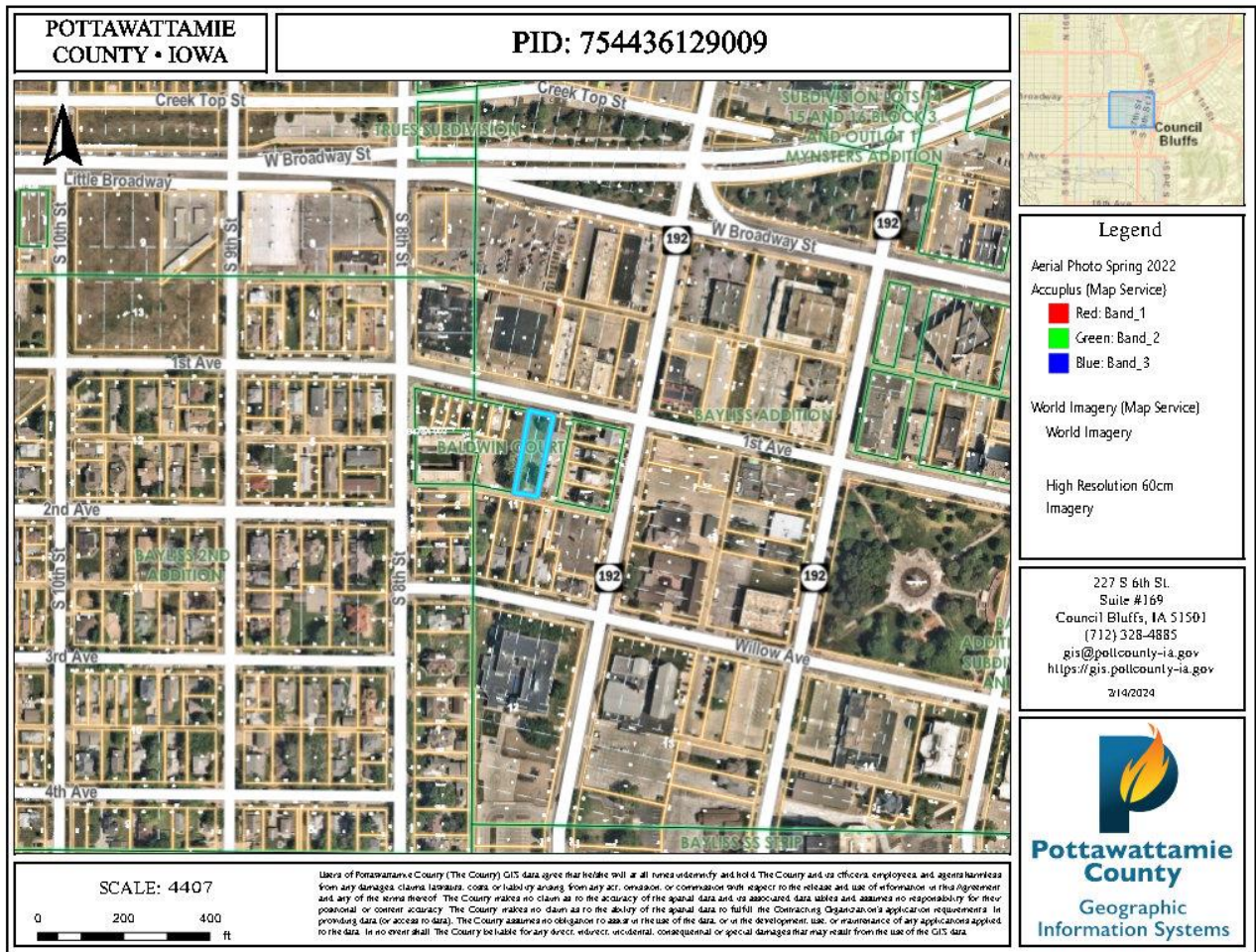
- 5) Indemnification: The selected Developer shall: (1) faithfully perform said Contract on City's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the City

from all costs and damages which said City may suffer by reason of failure to do so; and (3) fully reimburse and repay said City all outlay and expenses which said City may incur in making good any default.

The selected Developer shall protect, defend, indemnify and save harmless the City, its agents, boards and employees, collectively referred to as “Indemnitees”, from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Developer, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Developer’s direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Developer’s indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Developer shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

- 6) Insurance: The selected Developer shall carry and maintain during the life of the contract insurance as deemed appropriate by the City of Council Bluffs. Specific amounts and types of insurance will be detailed in the negotiated development agreement.
- 7) Collusion: The Developer, by submitting a Proposal, declares that the submission is made without any previous understanding, agreement or connections with any persons, Developers or corporations making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion or fraud.
- 8) Consideration of Submittals: Proposals will be considered from Developers normally engaged in providing and performing services as specified in this RFP. The Developer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine the ability to perform in accordance with specifications, terms and conditions before recommending any award.
- 9) Discrimination Clause: According to the City of Council Bluffs Municipal Code 1.40, discrimination of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, age or mental or physical disability is prohibited in any form. This extends to any and all partner agencies and contractual obligations.

Attachment A Site Map



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

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to dispose of property described W31' Lot 4 and E1/2 Lot 13, Block 11 Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 22nd of April, 2024, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush

City Clerk

DER

RESOLUTION NO. 24-49

RESOLUTION APPROVING REQUEST FOR PROPOSALS FOR APPROXIMATELY .25 ACRES OF LAND AT 1ST AVENUE AND S. 8TH STREET.

WHEREAS, this Council has previously 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, the Bluffs Center 1 Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") described therein on March 3, 1969 it was filed of record in the office of the Pottawattamie County Recorder on June 3, 1970, in Book 1506, Page 350; and

WHEREAS, the Plan has been amended twelve times by amendments adopted in 1971, 1973 twice, 1974, 1975, 1984, 1987, 1990, 1993, 2003, 2009 and 2013; and

WHEREAS, the City owns certain real property located within the Urban Renewal Area (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, the City desires to sell the Development Property to a private developer for development into multi-family housing; and

WHEREAS, City staff has caused a Request for Proposals to be prepared, attached hereto as Exhibit 1 and made a part hereof, which sets forth information regarding the Development Property and requirements and evaluation criteria for proposals to develop the Development Property; and

WHEREAS, this Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to offer the Development Property for redevelopment as set out herein.

WHEREAS, the City of Council Bluffs wishes to invite proposals from and make available all pertinent information to anyone interested in acquiring and rehabilitating said property; and

WHEREAS, the City staff is authorized and directed to publish a notice of invitation in the Council Bluffs Daily Nonpareil; and

WHEREAS, the City will consider all redevelopment proposals submitted by April 4, 2024 at noon and select the proposals it deems to be in the best interest of the public; and

WHEREAS, all proposals shall be considered at a public hearing on April 22, 2024 at 7:00 pm in the Council Chambers, City Hall, Council Bluffs, Iowa.

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

1. That the form and content of the Request for Proposal attached hereto, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed.
2. That City staff is are hereby authorized, empowered, and directed to do all such acts and things as may be necessary to carry out and comply with the provisions of the Request for Proposals, and the City's receipt of proposals thereunder.
3. The Development Property offered for sale and redevelopment in accordance with the Request for Proposals is legally described as follows:

W31' Lot 4 and E1/2 Lot 13, Block 11 Bayliss 1st Addition

PASSED AND APPROVED this 26th day of February, 2024.

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush

Attach Request for Proposals as Exhibit 1

Council Communication

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

December 2023 Financial Reports
ITEM 3.H.

Council Action: 2/26/2024

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
December 2023 Expenditures by Vendor	Other	2/20/2024
December 2023 Expenditures by Amount	Other	2/16/2024
December 2023 Receipts & Expenditures by Fund	Other	2/16/2024

CITY OF COUNCIL BLUFFS
AP POSTING BY VENDOR
DECEMBER 2023
(\$'S)

VENDOR	AMOUNT	DESCRIPTION	BUSINESS PURPOSE
2ND WIND EXERCISE EQUIPMENT INC	\$6,186.50	EQUIPMENT/PARTS	City Expenditure
ABC ELECTRIC INC.	\$46,862.00	REPAIRS & MAINTENANCE	City Expenditure
ADAM BEMIS	\$273.09	REIMB EMPLOYEE EXPENSE	City Expenditure
ADVANTAGE ARCHIVES LLC	\$2,115.00	SUBSCRIPTION	City Expenditure
AGRIVISION EQUIPMENT GROUP	\$340.21	EQUIPMENT/PARTS	City Expenditure
AHLERS & COONEY P.C	\$45,615.07	LEGAL SERVICES	City Expenditure
AHS RESCUE LLC	\$6,747.30	SAFETY EQUIP & MAINTENANCE	City Expenditure
AIR CLEANING TECHNOLOGIES INC	\$477.00	EQUIPMENT/PARTS	City Expenditure
AKSARBEN FENCE & GATE LLC	\$5,888.50	SERVICE LABOR	City Expenditure
ALEGENT CREIGHTON HEALTH	\$6,389.95	PROFESSIONAL SVCS	City Expenditure
ALEX AIR APPARATUS 2 LLC	\$760.73	EQUIPMENT/PARTS	City Expenditure
ALFRED BENESCH & COMPANY	\$4,123.55	CONTRACT AGREEMENT	City Expenditure
ALL COPY PRODUCTS INC	\$1,552.00	LEASE	City Expenditure
ALLIED OIL & TIRE COMPANY	\$1,735.10	SUPPLIES	City Expenditure
ALTERNATIVE CLAIMS MANAGEMENT	\$3,280.19	LEGAL CLAIM	City Expenditure
AMERICAN MESSAGING SERVICES LLC	\$31.30	PHONE/INTERNET SVC	City Expenditure
AMERICAN NATIONAL BANK	\$130.00	BANK SERVICES	City Expenditure
AMERICAN RESPONSE VEHICLES INC	\$208.74	EQUIPMENT/PARTS	City Expenditure
AMERICAN TRAFFIC SOLUTIONS, INC.	\$43,730.00	PROFESSIONAL SVCS	City Expenditure
AMEX	\$36.36	MAC OPERATING EXPENSE	MAC Expenditure
ANGELA GRINER	\$700.00	PARKING FEES	City Expenditure
ANTHONY FRIEND	\$227.95	REIMBURSEMENT	City Expenditure
ARNOLD MOTOR SUPPLY, LLP	\$6,998.88	EQUIPMENT/PARTS	City Expenditure
ARROW TOWING	\$4,481.25	TOWING/STORAGE/AUCTION	City Expenditure
ASHLEY KRUSE	\$284.26	REIMB EMPLOYEE EXPENSE	City Expenditure
ASI SYSTEMS INC	\$80.25	RE PARKING GARAGE EXPENDITURE	RE Parking Garage Expenditure
ASP ENTERPRISES INC	\$242.65	EQUIPMENT/PARTS	City Expenditure
ATHLETICO EXCEL NEBRASKA LLC	\$190.00	PROFESSIONAL SVCS	City Expenditure
B & K MECHANICAL CONTRACTORS LLC	\$10,260.67	REPAIRS & MAINTENANCE	City Expenditure
B G PETERSON COMPANY	\$8,908.00	SUPPLIES	City Expenditure
BAKER & TAYLOR INC	\$7,834.44	BOOKS/PERIODICALS/SUB	City Expenditure
BARNHART CRANE & RIGGING	\$1,362.40	EQUIPMENT/PARTS	City Expenditure
BARR ENGINEERING CO.	\$121,592.18	PROFESSIONAL SVCS	City Expenditure
BARTON SOLVENTS INC	\$1,628.04	SUPPLIES	City Expenditure
BENEVATE INC	\$6,000.00	HARDWARE/SOFTWARE	City Expenditure
BENJAMIN LAKE	\$199.76	REIMBURSEMENT	City Expenditure
BENJAMIN R ROTH	\$154.44	REIMBURSEMENT	City Expenditure
BERTELSMANN PUBLISHING GROUP, INC.	\$834.90	DVD/AUDIO/CD	City Expenditure
BEVERLY WISE	\$95.00	REIMB EMPLOYEE EXPENSE	City Expenditure
BGNE INC.	\$1,110.33	SUPPLIES	City Expenditure
BILL'S WATER CONDITIONING INC	\$101.89	SUPPLIES	City Expenditure
BLACK HILLS UTILITY HOLDINGS, INC.	\$16,592.35	NATURAL GAS	City Expenditure
BLACKSTONE AUDIO INC	\$889.89	BOOKS/PERIODICALS/SUB	City Expenditure
BLUFFS PAVING & UTILITY INC	\$230,175.43	CONSTRUCTION	City Expenditure
BLUFFS TAXI & COURIER	\$2,808.00	TRANSIT SERVICES	City Expenditure
BLUFFS TOOL & MACHINE	\$760.00	REPAIRS & MAINTENANCE	City Expenditure
BOBCAT OF OMAHA	\$2,846.22	EQUIPMENT/PARTS	City Expenditure
BOFA	\$48.44	MAC OPERATING EXPENSE	MAC Expenditure
BOKF N.A.	\$364,164.16	TIF REBATE	City Expenditure
BOMGAARS SUPPLY INC	\$676.90	SUPPLIES	City Expenditure
BOUND TO STAY BOUND BOOKS INC	\$902.42	BOOKS/PERIODICALS/SUB	City Expenditure
BOUND TREE MEDICAL LLC	\$399.00	MEDICAL SERVICES	City Expenditure
BRANDON DIEDERICH	\$105.00	REIMB EMPLOYEE EXPENSE	City Expenditure
BRIDGESTONE AMERICAS, INC	\$15,000.00	GRANT REIMBURSEMENT	City Expenditure
C & E WELDING AND FAB INC	\$1,298.25	REPAIRS & MAINTENANCE	City Expenditure
C & J INDUSTRIAL SUPPLY	\$884.25	JANITORIAL SERVICE	City Expenditure
CAESARS ENTERTAINMENT	\$389,692.77	MAC OPERATING EXPENSE	MAC Expenditure

CANON SOLUTIONS AMERICA INC	\$623.01	COPY/PRINTER MAINTANCE	City Expenditure
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY	\$999.98	EQUIPMENT/PARTS	City Expenditure
CAVENDISH SQUARE PUBLISHING LLC	\$204.44	BOOKS/PERIODICALS/SUB	City Expenditure
CBTZGJ ENTERPRISES	\$2,500.00	PROFESSIONAL SVCS	City Expenditure
CENGAGE LEARNING INC	\$768.44	BOOKS/PERIODICALS/SUB	City Expenditure
CENTER POINT LARGE PRINT	\$568.08	BOOKS/PERIODICALS/SUB	City Expenditure
CENTURYLINK	\$1,448.34	PHONE/INTERNET SVC	City Expenditure
CERC LLC	\$450.00	PUBLIC EVENTS	City Expenditure
CERTIFIED TRANSMISSION	\$2,491.13	REPAIRS & MAINTENANCE	City Expenditure
CFI TIRE SERVICE	\$1,803.53	TIRE REPLACEMENT/REPAIR	City Expenditure
CHAD V GEER	\$125.00	REIMB EMPLOYEE EXPENSE	City Expenditure
CHAMPLIN TIRE RECYCLING INC	\$5,040.00	TIRE DISPOSAL	City Expenditure
CHRISTINE D ANDERSON	\$30.16	REIMB EMPLOYEE EXPENSE	City Expenditure
CINTAS CORPORATION	\$703.03	MEDICAL SERVICES	City Expenditure
CITY EMPLOYEE PAYROLL	\$3,338,659.19	EMPLOYEE PAROLL	City Expenditure
CITY OF COUNCIL BLUFFS-DEPENDENT	\$4,429.30	PAYROLL RELATED	City Expenditure
CITY OF COUNCIL BLUFFS-FLEX	\$9,339.08	PAYROLL RELATED	City Expenditure
CIVICPLUS	\$5,209.31	HARDWARE/SOFTWARE	City Expenditure
CLARK EQUIPMENT COMPANY	\$16,500.00	EQUIPMENT/PARTS	City Expenditure
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	\$29,071.39	SERVICE LABOR	City Expenditure
CLEAR TITLE & ABSTRACT LLC	\$349.00	PROFESSIONAL SVCS	City Expenditure
CODY BLOCKER	\$492.36	REIMB EMPLOYEE EXPENSE	City Expenditure
COLEMAN MOORE COMPANY	\$12,098.90	REPAIRS & MAINTENANCE	City Expenditure
COLLECTION SERVICES CENTER	\$12,206.43	PAYROLL RELATED	City Expenditure
COMMERCIAL AIR MANAGEMENT INC	\$1,295.00	EQUIPMENT/PARTS	City Expenditure
COMPASS UTILITY LLC	\$511,200.16	CONSTRUCTION	City Expenditure
CONSOLIDATED ELECTRICAL DISTR, INC	\$2,857.62	SUPPLIES	City Expenditure
CONTINENTAL FIRE/ALARM	\$9,584.92	PROFESSIONAL SVCS	City Expenditure
CONTINENTAL WESTERN GROUP	\$3,145.00	DODGE OPERATING EXPENSE	Dodge Expenditure
CONVERGEONE INC	\$1,645.20	HARDWARE/SOFTWARE	City Expenditure
COREY BELL	\$30.00	REIMB EMPLOYEE EXPENSE	City Expenditure
COREY SHEPLEY	\$23.40	REIMB EMPLOYEE EXPENSE	City Expenditure
CORNHUSKER INTERNATIONAL TRUCKS	\$8,672.64	EQUIPMENT/PARTS	City Expenditure
COUNCIL BLUFFS AIRPORT AUTHORITY	\$44,026.81	AIRPORT AUTH TAX	City Expenditure
COUNCIL BLUFFS AREA PICKLEBALL CLUB	\$974.00	FEES	City Expenditure
COUNCIL BLUFFS WATER WORKS	\$11,810.06	WATER	City Expenditure
COUNCIL BLUFFS WINSUPPLY	\$285.00	SUPPLIES	City Expenditure
COUNCIL HITCH & TRUCK ACCESSORIES	\$364.00	EQUIPMENT/PARTS	City Expenditure
COX BUSINESS	\$710.66	DODGE OPERATING EXPENSE	Dodge Expenditure
COX BUSINESS SERVICES	\$331.77	RE PARKING GARAGE EXPENDITURE	RE Parking Garage Expenditure
COX COMMUNICATION INC	\$19,642.51	PHONE/INTERNET SVC	City Expenditure
CROUCH RECREATION INC	\$12,189.00	EQUIPMENT/PARTS	City Expenditure
CUMMINS INC	\$69.40	EQUIPMENT/PARTS	City Expenditure
D & K PRODUCTS	\$11,670.00	SUPPLIES	City Expenditure
DAILY NONPAREIL	\$4,063.52	ADVERTISEMENT	City Expenditure
DALES TRASH SERVICE INC	\$1,080.00	RENTAL EXPS	City Expenditure
DAN BECKMANN	\$1,416.00	JANITORIAL SERVICE	City Expenditure
DANIEL FLORES	\$47.02	REIMBURSEMENT	City Expenditure
DANIEL L MORSE	\$112.08	REIMB EMPLOYEE EXPENSE	City Expenditure
DANIEL LEWIS	\$641.43	REIMBURSEMENT	City Expenditure
DARREN J BUDD	\$500.00	PUBLIC EVENTS	City Expenditure
DATA POWER TECHNOLOGY LLC	\$2,400.00	REPAIRS & MAINTENANCE	City Expenditure
DATASHIELD CORPORATION	\$155.00	SERVICE LABOR	City Expenditure
DAVID BURNS	\$55.00	REFUND	City Expenditure
DAVID C ANDERSEN	\$959.00	CONSTRUCTION	City Expenditure
DAVID MCCAIN	\$528.02	REIMB EMPLOYEE EXPENSE	City Expenditure
DAVID W WOODY	\$556.33	SUPPLIES	City Expenditure
DELAYNE JOHNSON	\$114.80	LEGAL SERVICES	City Expenditure
DELL MARKETING L P	\$35,296.96	HARDWARE/SOFTWARE	City Expenditure
DEMCO INC	\$72.27	SUPPLIES	City Expenditure
DIAMOND MOWERS INC	\$643.25	REPAIRS & MAINTENANCE	City Expenditure
DIGITECH COMPUTER LLC	\$15,609.16	AMBULANCE BILLING FEE	City Expenditure
DMG INC	\$2,506.22	ELECTRICAL REPAIR	City Expenditure

DODGE BANK & CR CARD FEES	\$1,070.16	DODGE OPERATING EXPENSE	Dodge Expenditure
DODGE RIVERSIDE PAYROLL	\$34,754.41	DODGE OPERATING EXPENSE	Dodge Expenditure
DODGE RIVERSIDE SALES TAX	\$4,445.61	DODGE OPERATING EXPENSE	Dodge Expenditure
DOLL DISTRIBUTING	\$1,786.62	MAC OPERATING EXPENSE	MAC Expenditure
DONALD GROSS	\$74.58	REIMBURSEMENT	City Expenditure
DOSTALS CONSTRUCTION CO INC	\$252,917.10	CONSTRUCTION	City Expenditure
DRIVER PLUMBING LTD.	\$349.00	REPAIRS & MAINTENANCE	City Expenditure
DRIVER SEWER & WATER INC	\$1,425.00	CONTRACT AGREEMENT	City Expenditure
DULTMEIER SALES LLC	\$334.12	SUPPLIES	City Expenditure
ECHO GROUP	\$5,597.95	SUPPLIES	City Expenditure
ECOSOLUTIONS INC	\$1,138.50	SUPPLIES	City Expenditure
ECO-STORAGE INVESTMENTS INC	\$28,519.51	SOLID WASTE DISPOSAL	City Expenditure
EDWARD R CARLSON	\$200.00	REIMB EMPLOYEE EXPENSE	City Expenditure
EDWARDS CHEVROLET-CADILLAC INC	\$2,675.46	EQUIPMENT/PARTS	City Expenditure
EDWARDS MOTORSPORTS LLC	\$13,199.74	EQUIPMENT/PARTS	City Expenditure
EFTPS	\$928,323.41	PAYROLL RELATED	City Expenditure
EHRHART GRIFFIN & ASSOCIATES INC	\$18,371.77	CONSULTANT	City Expenditure
EJS SUPPLY INC	\$8,602.24	SUPPLIES	City Expenditure
ELAVON INC	\$1,568.80	FEES	City Expenditure
ELECTRONIC TECHNOLOGY INC	\$4,533.30	EQUIPMENT/PARTS	City Expenditure
ELM USA INC	\$520.00	SUPPLIES	City Expenditure
EMPLOYERS MUTUAL CASUALTY COMPANY	\$89,266.18	INSURANCE	City Expenditure
ENGINEERED CONTROLS	\$247.00	RE PARKING GARAGE EXPENDITURE	RE Parking Garage Expenditure
ERNEST G SOAR	\$415.00	REIMB EMPLOYEE EXPENSE	City Expenditure
ERRIN K GUNDERSON	\$959.00	MOWING/GROUNDS MAINT	City Expenditure
FACTORY MOTOR PARTS	\$2,344.29	EQUIPMENT/PARTS	City Expenditure
FAMILY HOUSING ADVISORY SERVICES, INC.	\$12,849.67	GRANT REIMBURSEMENT	City Expenditure
FASTENAL COMPANY	\$60.16	SUPPLIES	City Expenditure
FELD FIRE	\$6,622.15	EQUIPMENT/PARTS	City Expenditure
FIRESPRING PRINT INC	\$1,095.00	PRINTING/BINDING	City Expenditure
FIRST NATIONAL BANK OF OMAHA	\$15.60	FEES	City Expenditure
FIRST NATIONAL BANK PCARDS	\$2,343.58	DODGE OPERATING EXPENSE	Dodge Expenditure
FLEETPRIDE INC	\$315.00	EQUIPMENT/PARTS	City Expenditure
FORCE EQUIPMENT	\$516.85	EQUIPMENT/PARTS	City Expenditure
FORTE PAYMENT SYSTEMS INC	\$3,354.91	EQUIPMENT/PARTS	City Expenditure
GALLS PARENT HOLDING, LLC	\$3,640.77	EQUIPMENT/PARTS	City Expenditure
GEICO GENERAL INSURANCE COMPANY	\$4,868.93	LEGAL CLAIM	City Expenditure
GENIE SERVICES LLC	\$690.00	PEST CONTROL	City Expenditure
GERMANIA SEED COMPANY	\$2,913.28	SUPPLIES	City Expenditure
GIBBS RENTAL & SALES	\$449.40	BUSINESS ASSISTANCE PROGRAM	City Expenditure
GLENCO ELECTRIC INC	\$226.64	CONTRACT AGREEMENT	City Expenditure
GLENWOOD COMMUNITY SCHOOLS	\$1,000.00	MAC OPERATING EXPENSE	MAC Expenditure
GLOBAL PAYMENTS DIRECT, INC	\$26,705.85	CREDIT CARD CHGS	City Expenditure
GRANICUS LLC	\$1,375.00	SUBSCRIPTION	City Expenditure
GRAYBAR ELECTRIC	\$947.27	SUPPLIES	City Expenditure
GREAT AMERICA FINANCIAL SERVICE	\$47.27	DODGE OPERATING EXPENSE	Dodge Expenditure
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	\$4,400.00	PHONE/INTERNET SVC	City Expenditure
GREAT PLAINS UNIFORMS	\$3,568.00	UNIFORMS	City Expenditure
GREGORY T CASEY	\$332.90	REIMB EMPLOYEE EXPENSE	City Expenditure
GRP & ASSOCIATES	\$124.00	SUPPLIES	City Expenditure
HACH COMPANY	\$6,897.60	EQUIPMENT/PARTS	City Expenditure
HANNAN, MORGAN L	\$63.00	REFUND	City Expenditure
HAWKINS CONSTRUCTION COMPANY	\$618,433.08	CONSTRUCTION	City Expenditure
HDR ENGINEERING INC	\$67,353.77	PROFESSIONAL SVCS	City Expenditure
HEARTLAND BUSINESS SYSTEMS LLC	\$67,822.90	HARDWARE/SOFTWARE	City Expenditure
HEARTLAND CO-OP	\$294.02	FUEL	City Expenditure
HEARTLAND TIRES & TREADS INC	\$4,776.43	TIRE REPLACEMENT/REPAIR	City Expenditure
HEARTLAND TOXICOLOGY	\$632.00	PROFESSIONAL SVCS	City Expenditure
HGM ASSOCIATES INC	\$91,491.18	CONSULTANT	City Expenditure
HR GREEN INC	\$8,661.00	CONSULTANT	City Expenditure
HUBWISE TECHNOLOGY INC	\$281.41	RE PARKING GARAGE EXPENDITURE	RE Parking Garage Expenditure
HUFFMAN ENGINEERING INC	\$8,400.00	CONSTRUCTION	City Expenditure
I-870 LIQUOR	\$1,034.54	DODGE OPERATING EXPENSE	Dodge Expenditure

ICMA RETIREMENT TRUST - 457	\$20,053.65	PAYROLL RELATED	City Expenditure
IMPACT7G INC	\$1,237.50	PROFESSIONAL SVCS	City Expenditure
INGERSOLL-RAND COMPANY	\$7,442.64	EQUIPMENT/PARTS	City Expenditure
INTERSTATE POWERSYSTEMS	\$18,207.21	EQUIPMENT/PARTS	City Expenditure
IOWA DEPARTMENT OF HUMAN SERVICES	\$15,554.23	AMBULANCE BILLING FEE	City Expenditure
IOWA DEPARTMENT OF NATURAL RESOURCE	\$50,949.00	FEES	City Expenditure
IOWA DEPARTMENT OF REVENUE	\$31,285.36	MAC OPERATING EXPENSE	MAC Expenditure
IOWA DEPT OF REVENUE	\$185,518.00	PAYROLL RELATED	City Expenditure
IOWA FINANCE AUTHORITY	\$23,896.25	LOAN PAYMENTS	City Expenditure
IOWA PRISON INDUSTRIES	\$3,954.08	SUPPLIES	City Expenditure
IOWA WASTE SERVICES HOLDINGS INC	\$43,175.33	SOLID WASTE DISPOSAL	City Expenditure
IOWA WEST FOUNDATION	\$22,125.96	DEVLPMNT CONTRACT	City Expenditure
IOWA WORKFORCE DEVELOPMENT	\$135.00	FEES	City Expenditure
IP PATHWAYS LLC	\$34,564.00	HARDWARE/SOFTWARE	City Expenditure
IPERS	\$228,485.75	PAYROLL RELATED	City Expenditure
ISU EXTENSION	\$90.00	TRAINING	City Expenditure
J & R LIQUOR	\$1,512.77	MAC OPERATING EXPENSE	MAC Expenditure
J.B. POINDEXTER & CO., INC.	\$527.64	EQUIPMENT/PARTS	City Expenditure
JAMES B WHEELER	\$800.00	REPAIRS & MAINTENANCE	City Expenditure
JAMES M WOOD	\$75.77	REIMB EMPLOYEE EXPENSE	City Expenditure
JAMES PALMER	\$450.00	PROFESSIONAL SVCS	City Expenditure
JANE ANNE BETHARDS	\$2,212.00	PROFESSIONAL SVCS	City Expenditure
JEFFERY SAAR	\$330.00	REIMB EMPLOYEE EXPENSE	City Expenditure
JEFF'S WASH & GLO LTD	\$851.20	REPAIRS & MAINTENANCE	City Expenditure
JENNIFER SORENSEN-NELSON	\$50.00	REIMB EMPLOYEE EXPENSE	City Expenditure
JEO CONSULTING GROUP INC	\$32,475.00	CONSULTANT	City Expenditure
JOELLE ROSE	\$90.00	REFUND	City Expenditure
JOHN A FOCHT	\$98.00	REIMB EMPLOYEE EXPENSE	City Expenditure
JOHN GREUNIESEN	\$3,329.50	PROPERTY ACQUISITION	City Expenditure
JONES AUTOMOTIVE	\$2,737.96	EQUIPMENT/PARTS	City Expenditure
JOSEPH FAUST ENTERPRISES LLC	\$380.00	MOWING/GROUNDS MAINT	City Expenditure
JUDDS BROS CONSTRUCTION CO	\$354,342.45	CONSTRUCTION	City Expenditure
K9 BED BUG DETECTION OF NEBRASKA LLC	\$500.00	PROFESSIONAL SVCS	City Expenditure
KEITH MEHLIN	\$90.90	REIMBURSEMENT	City Expenditure
KELI DOTY	\$5.06	REIMBURSEMENT	City Expenditure
KELLY SUPPLY COMPANY	\$8,314.59	EQUIPMENT/PARTS	City Expenditure
KELTEK, INCORPORATED	\$5,850.00	EQUIPMENT/PARTS	City Expenditure
KENT L COOPER	\$22.40	REIMB EMPLOYEE EXPENSE	City Expenditure
KOSISKI AUTO PARTS INC	\$165.00	EQUIPMENT/PARTS	City Expenditure
KRISTINE L SINCLAIR	\$150.00	LIBRARY PREFORMANCES	City Expenditure
KUSSMAUL ELECTRONICS LLC	\$413.70	SUPPLIES	City Expenditure
LANDSCAPES GOLF MANAGEMENT LLC	\$3,874.25	DODGE OPERATING EXPENSE	Dodge Expenditure
LANG DIESEL INC.	\$74,761.14	EQUIPMENT/PARTS	City Expenditure
LAURA FRANCES KEYES	\$300.00	PROFESSIONAL SVCS	City Expenditure
LAWSON PRODUCTS INC	\$7,928.66	SUPPLIES	City Expenditure
LESLIE ELIZABETH GODDARD	\$300.00	CONTRACT AGREEMENT	City Expenditure
LIFE ASSIST INC	\$417.56	MEDICAL SERVICES	City Expenditure
LINCOLN NATIONAL LIFE INS CO	\$118.20	DODGE OPERATING EXPENSE	Dodge Expenditure
LINDA M CONNER	\$180.00	CONSULTANT	City Expenditure
LINDSAY MCGINNIS-HURT	\$10.48	REIMB EMPLOYEE EXPENSE	City Expenditure
LOGAN CONTRACTORS SUPPLY INC	\$330.00	SUPPLIES	City Expenditure
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	\$4,995.00	PAYROLL RELATED	City Expenditure
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	\$340.00	PAYROLL RELATED	City Expenditure
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	\$4,375.00	PAYROLL RELATED	City Expenditure
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	\$1,300.00	PAYROLL RELATED	City Expenditure
LYMAN RICHEY SAND & GRAVEL COMPANY	\$44,365.25	STREET MAINTENANCE SUPLS	City Expenditure
LYMAN-RICHEY SAND & GRAVEL CO	\$640.22	DODGE OPERATING EXPENSE	Dodge Expenditure
LYNCH DALLAS, P.C.	\$2,242.00	ATTORNEY FEES	City Expenditure
M & R WELDING	\$837.00	WELDING SUPPLIES/SERVICE	City Expenditure
M3611 MANAGEMENT	\$3,300.00	PROFESSIONAL SVCS	City Expenditure
MACQUEEN EQUIPMENT, INC.	\$3,457.93	EQUIPMENT/PARTS	City Expenditure
MAGNET FORENSICS USA, INC.	\$5,420.00	HARDWARE/SOFTWARE	City Expenditure
MANSFIELD OIL COMPANY OF GAINESVILLE, INC.	\$38,003.08	FUEL	City Expenditure

MARCO HOLDINGS, LLC	\$11,085.58	COPY/PRINTER MAINTANCE	City Expenditure
MARJORIE CALABRO	\$25.00	REFUND	City Expenditure
MARK ELONICH	\$36.26	REIMBURSEMENT	City Expenditure
MARK GALVAN	\$75.02	REIMB EMPLOYEE EXPENSE	City Expenditure
MARK WILKE	\$112.00	REIMB EMPLOYEE EXPENSE	City Expenditure
MARTIN RESOURCE MANAGEMENT	\$240.00	SUPPLIES	City Expenditure
MATHESON TRI GAS INC.	\$102.16	SUPPLIES	City Expenditure
MATTHEW BACH	\$150.00	LIBRARY PREFORMANCES	City Expenditure
MATTHEW M KRZYCKI	\$250.00	REIMB EMPLOYEE EXPENSE	City Expenditure
MAX I WALKER UNIFORM & APPAREL	\$1,434.76	UNIFORMS	City Expenditure
MCCARTHY CONSTRUCTION INC	\$73,452.50	TIF REBATE	City Expenditure
MCKINNIS ROOFING & SHEET METAL LLC	\$2,541.83	REPAIRS & MAINTENANCE	City Expenditure
MCMULLEN FORD INC	\$7,886.54	EQUIPMENT/PARTS	City Expenditure
MECO-HENNE CONTRACTING INC	\$219,851.31	CONSTRUCTION	City Expenditure
MELLEN & ASSOCIATES INC	\$6,046.00	EQUIPMENT/PARTS	City Expenditure
MENARD INC.	\$125.94	SUPPLIES	City Expenditure
METRO WASTE AUTHORITY	\$9,786.90	SERVICE LABOR	City Expenditure
MFPRSI	\$767,188.35	PAYROLL RELATED	City Expenditure
MICHAEL MANNING	\$55.98	REIMBURSEMENT	City Expenditure
MICHAEL O'BRADOVICH	\$4,200.00	LEGAL SERVICES	City Expenditure
MID AMERICAN SIGNAL INC	\$2,725.00	EQUIPMENT/PARTS	City Expenditure
MID IOWA REFRIGERATION INC	\$460.99	EQUIPMENT/PARTS	City Expenditure
MIDAMERICAN ENERGY COMPANY	\$204,598.94	ELECTRICITY	City Expenditure
MIDLANDS HUMANE SOCIETY	\$20,656.34	CONTRACT AGREEMENT	City Expenditure
MIDLANDS LIVING CENTER	\$38.00	REFUND	City Expenditure
MIDSTATES	\$387.12	MAC OPERATING EXPENSE	MAC Expenditure
MIDWEST MEDICAL & SAFETY INC	\$250.80	MEDICAL SERVICES	City Expenditure
MIDWEST MUDJACKING INC	\$8,215.00	REPAIRS & MAINTENANCE	City Expenditure
MIDWEST RESEARCH & SETTLEMENT SERVICES, INC.	\$100.00	PROFESSIONAL SVCS	City Expenditure
MIDWEST TAPE, LLC	\$7,623.67	DVD/AUDIO/CD	City Expenditure
MIDWEST TITLE INC	\$83.00	PROPERTY ACQUISITION	City Expenditure
MIDWEST TURF & IRRIGATION	\$2,662.94	EQUIPMENT/PARTS	City Expenditure
MILLER MECHANICAL SPECIALTIES INC	\$2,978.79	EQUIPMENT/PARTS	City Expenditure
MONROE TRUCK EQUIPMENT, INC.	\$1,114.74	EQUIPMENT/PARTS	City Expenditure
MONTY MONTAGNE	\$3.80	REIMBURSEMENT	City Expenditure
MUNICIPAL EMERGENCY SERVICES INC	\$566.81	EQUIPMENT/PARTS	City Expenditure
MURPHY TRACTOR & EQUIPMENT CO CORP	\$17,447.87	EQUIPMENT/PARTS	City Expenditure
NAPA AUTO PARTS	\$4,558.21	EQUIPMENT/PARTS	City Expenditure
NATHAN KORVER	\$172.86	REIMB EMPLOYEE EXPENSE	City Expenditure
NATIONAL CONCRETE CUTTING INC	\$818.71	REPAIRS & MAINTENANCE	City Expenditure
NATIONWIDE RETIREMENT SOLUTIONS INC	\$122,757.29	PAYROLL RELATED	City Expenditure
NEBRASKA AIR FILTER INC	\$3,628.27	SUPPLIES	City Expenditure
NEBRASKA CHILD SUPPORT PAYMENT CTR	\$1,368.03	PAYROLL RELATED	City Expenditure
NEBRASKA GOLF AND TURF	\$1,789.29	DODGE OPERATING EXPENSE	Dodge Expenditure
NEBRASKA IOWA SUPPLY CO INC	\$27,656.44	FUEL	City Expenditure
NEBRASKA METHODIST HEALTH SYSTEM INC	\$11,452.50	CONSULTANT	City Expenditure
NEBRASKA TEXTILE AND SUPPLY	\$218.66	DODGE OPERATING EXPENSE	Dodge Expenditure
NICHE ACADEMY LLC	\$2,800.00	SUBSCRIPTION	City Expenditure
NMC INC.	\$18,058.25	EQUIPMENT/PARTS	City Expenditure
NODDLE DEVELOPMENT CO	\$2,875.00	RE PARKING GARAGE EXPENDITURE	RE Parking Garage Expenditure
NODDLE DEVELOPMENT CO	\$1,000.00	RE PARKING GARAGE EXPENDITURE	RE Parking Garage Expenditure
NODDLE SERVICES LLC	\$121.71	RE PARKING GARAGE EXPENDITURE	RE Parking Garage Expenditure
NUCO PUMP SALES AND SERVICE	\$80.25	DODGE OPERATING EXPENSE	Dodge Expenditure
OLSSON INC.	\$5,250.00	CONSULTANT	City Expenditure
OMAHA DOOR & WINDOW CO INC	\$18,581.97	REPAIRS & MAINTENANCE	City Expenditure
OMAHA TRUCK CENTER COMPANY INC.	\$269.51	EQUIPMENT/PARTS	City Expenditure
OMAHA-COUNCIL BLUFFS METROPOLITAN AREA	\$19,396.99	FEES	City Expenditure
OMNI ENGINEERING	\$254,462.83	STREET MAINTENANCE SUPLS	City Expenditure
ONE SOURCE THE BACKGROUND CHECK COMPANY	\$62.30	CONSULTANT	City Expenditure
OPTIMUM DATA INC	\$2,100.00	HARDWARE/SOFTWARE	City Expenditure
O'REILLY AUTOMOTIVE INC	\$86.34	EQUIPMENT/PARTS	City Expenditure
OUTDOOR POWER GROUP INC	\$276.99	EQUIPMENT/PARTS	City Expenditure
OVERDRIVE INC	\$1,006.83	BOOKS/PERIODICALS/SUB	City Expenditure

PASSPORT LABS INC	\$783.50	PARKING FEES	City Expenditure
PATRICK G BARTOS	\$8,700.00	CONSTRUCTION	City Expenditure
PAYROLL	\$105,657.39	MAC OPERATING EXPENSE	MAC Expenditure
PEERLESS WIPING CLOTH CO	\$400.00	SUPPLIES	City Expenditure
PENGUIN RANDOM HOUSE LLC	\$8,750.00	PROFESSIONAL SVCS	City Expenditure
PER MAR SECURITY & RESEARCH CORP	\$812.00	ALARM SECURITY	City Expenditure
PETERSON CONTRACTORS INC	\$249,578.87	CONSTRUCTION	City Expenditure
PITNEY BOWES GLOBAL FINANCIAL LLC	\$975.18	POSTAGE & PRINTING	City Expenditure
PLAYCORE GROUP INC & SUBSIDIARIES	\$8,202.38	EQUIPMENT/PARTS	City Expenditure
POM INCORPORATED	\$54.00	EQUIPMENT/PARTS	City Expenditure
POMERLEAU, HENRY	\$143.00	REFUND	City Expenditure
POTTAWATTAMIE COUNTY AUDITOR	\$25,000.00	FEES	City Expenditure
POTTAWATTAMIE COUNTY DEVELOPMENT	\$26,514.00	TIF REBATE	City Expenditure
POTTAWATTAMIE COUNTY SHERIFF	\$5,440.00	INMATE COST	City Expenditure
POTTAWATTAMIE COUNTY SHERIFF	\$70.00	PROFESSIONAL SVCS	City Expenditure
POTTAWATTAMIE COUNTY TREASURER	\$3,650.50	FEES	City Expenditure
PREMIER GLAZERS	\$1,110.65	MAC OPERATING EXPENSE	MAC Expenditure
PURITAN MANUFACTURING INCORPORATED	\$1,250.00	SUPPLIES	City Expenditure
RAMAKER & ASSOCIATES INC	\$1,900.00	CONSULTANT	City Expenditure
RAPIDSCALE INC	\$1,754.95	SUBSCRIPTION	City Expenditure
RASMUSSEN MECHANICAL SERVICES INC	\$3,509.87	EQUIPMENT/PARTS	City Expenditure
RDO TRUCK CENTER CO	\$80.00	EQUIPMENT/PARTS	City Expenditure
RED LIGHT REFUNDS	\$75.00	REFUND	City Expenditure
RELIANCE STANDARD LIFE INSURANCE CO	\$22,452.21	PAYROLL RELATED	City Expenditure
RELIANT FIRE APPARATUS INC	\$388.95	EQUIPMENT/PARTS	City Expenditure
RICHARD WADE	\$192.75	REIMB EMPLOYEE EXPENSE	City Expenditure
RIEKES EQUIPMENT COMPANY	\$1,672.62	EQUIPMENT/PARTS	City Expenditure
RIFE CONSTRUCTION INC	\$37,751.41	CONSTRUCTION	City Expenditure
RIVERS EDGE BANK FEES	\$60.50	RE PARKING GARAGE EXPENDITURE	RE Parking Garage Expenditure
RIVERS EDGE ONE LLC	\$126,338.00	TIF REBATE	City Expenditure
RJN GROUP	\$5,157.00	ENGINEERING	City Expenditure
ROBERT M JEPSEN	\$15.00	REIMB EMPLOYEE EXPENSE	City Expenditure
ROBERT MARTIN	\$30.00	REIMBURSEMENT	City Expenditure
RODNEY JOHNSON	\$672.00	SERVICE LABOR	City Expenditure
RONALD ALBERS	\$105.00	REIMB EMPLOYEE EXPENSE	City Expenditure
RONALD D NIXON	\$18.62	REIMB EMPLOYEE EXPENSE	City Expenditure
ROSANNA M THURMAN	\$2,160.00	CONSULTANT	City Expenditure
ROSE HOLDING, INC.	\$1,679.41	EQUIPMENT/PARTS	City Expenditure
RPL UTILITY LLC	\$548,266.21	CONSTRUCTION	City Expenditure
RS AMERICAS, INC.	\$276.20	SUPPLIES	City Expenditure
RTG BUILDING SERVICES INC	\$16,755.13	JANITORIAL SERVICE	City Expenditure
SAFETY GUARD INC	\$1,250.00	REPAIRS & MAINTENANCE	City Expenditure
SAFETY KLEEN SYSTEMS, INC	\$217.95	SERVICE LABOR	City Expenditure
SANDRY FIRE SUPPLY LLC	\$685.50	SUPPLIES	City Expenditure
SARAH CONROY	\$130.00	REIMBURSEMENT	City Expenditure
SCHINDLER ELEVATOR CORPORATION	\$386.41	REPAIRS & MAINTENANCE	City Expenditure
SCOTT D REELFS	\$14,325.00	REPAIRS & MAINTENANCE	City Expenditure
SECURITY EQUIPMENT INCORPORATED	\$763.76	ALARM SECURITY	City Expenditure
SHANE BAKER	\$98.00	REIMBURSEMENT	City Expenditure
SHERWIN WILLIAMS	\$203.35	SUPPLIES	City Expenditure
SMARTWAVE TECHNOLOGIES LLC	\$6,407.60	HARDWARE/SOFTWARE	City Expenditure
SNYDER & ASSOCIATES INC	\$21,515.19	CONSULTANT	City Expenditure
SOIL DYNAMICS COMPOSTING FARM INC	\$4,050.00	PROFESSIONAL SVCS	City Expenditure
SOLARWINDS INC	\$520.00	HARDWARE/SOFTWARE	City Expenditure
SOUTHWEST IOWA NARCOTICS	\$3,753.43	FEES	City Expenditure
SOUTHWEST IOWA PLANNING COUNCIL	\$36,640.00	TRANSIT SERVICES	City Expenditure
ST LUKE'S HEALTH RESOURCES	\$420.00	CONSULTANT	City Expenditure
STEARNS CONRAD AND SCHMIDT	\$545.00	CONSULTANT	City Expenditure
STEPHANIE D LAINSON	\$15.00	REFUND	City Expenditure
STUDIO 15 COMMERCIAL INTERIORS INC	\$64,658.50	PROFESSIONAL SVCS	City Expenditure
SUSAN FICHTER	\$902.65	REIMBURSEMENT	City Expenditure
SUSPENSION SHOP INC	\$813.14	EQUIPMENT/PARTS	City Expenditure
SYSCO LINCOLN	\$1,990.63	DODGE OPERATING EXPENSE	Dodge Expenditure

TAMMY J ARNOLD	\$120.60	REIMB EMPLOYEE EXPENSE	City Expenditure
TECH INC	\$151.66	SUPPLIES	City Expenditure
TED'S MOWER SALES & SERVICE INC	\$229.96	EQUIPMENT/PARTS	City Expenditure
THE ABY MANUFACTURING GROUP INC	\$390.30	SUPPLIES	City Expenditure
THE BOOKWORM INC	\$4,048.50	PUBLIC EVENTS	City Expenditure
THE DAVEY TREE EXPERT COMPANY	\$9,450.00	TREE WORK	City Expenditure
THE DOLLYWOOD FOUNDATION	\$3,647.90	BOOKS/PERIODICALS/SUB	City Expenditure
THE RETROFIT COMPANIES INC	\$737.05	SERVICE LABOR	City Expenditure
THE SCHEMMER ASSOCIATES INC	\$44,351.30	CONSULTANT	City Expenditure
THE WALMAN OPTICAL COMPANY	\$328.00	SAFETY EQUIP & MAINTENANCE	City Expenditure
THERESA DEWITT	\$52.44	REIMB EMPLOYEE EXPENSE	City Expenditure
THERMAL SERVICES	\$2,533.80	REPAIRS & MAINTENANCE	City Expenditure
THIELE GEOTECH INC	\$2,615.00	PROFESSIONAL SVCS	City Expenditure
THOMAS RYAN	\$71.80	REIMB EMPLOYEE EXPENSE	City Expenditure
THRYV, INC.	\$51.70	ADVERTISEMENT	City Expenditure
TIREHUB, LLC	\$1,108.00	EQUIPMENT/PARTS	City Expenditure
TK ELEVATOR CORPORATION	\$190.07	RE PARKING GARAGE EXPENDITURE	RE Parking Garage Expenditure
TODD VALLEY FARMS INC	\$767.00	SUPPLIES	City Expenditure
TOYNE INC	\$233.26	EQUIPMENT/PARTS	City Expenditure
TRAFFIC & PARKING CONTROL CO	\$1,390.84	HARDWARE/SOFTWARE	City Expenditure
TRAFFIC CONTROL CORP	\$936.00	EQUIPMENT/PARTS	City Expenditure
TREASURER STATE OF IOWA/SALES TAX	\$40,205.47	SALES TAX	City Expenditure
TRU PRO CONSTRUCTION INC	\$13,120.00	CONSTRUCTION	City Expenditure
TURNER MORGAN	\$3,430.00	PROFESSIONAL SVCS	City Expenditure
TVH PARTS CO	\$73.00	SUPPLIES	City Expenditure
TWO RIVERS INSURANCE COMPANY, INC.	\$2,200,697.72	EMPLOYEE INSURANCE	City Expenditure
TYLER TECHNOLOGIES INC	\$8,800.00	HARDWARE/SOFTWARE	City Expenditure
U.S. VENTURE, INC.	\$5,079.56	EQUIPMENT/PARTS	City Expenditure
UKG KRONOS SYSTEMS	\$31,544.07	HARDWARE/SOFTWARE	City Expenditure
UMB BANK N.A.	\$838,939.40	BOND PAYMENT	City Expenditure
UNDERGROUND LOCATION COMPANY	\$882.60	PROFESSIONAL SVCS	City Expenditure
UNDERWRITERS LABORATORIES INC	\$7,002.00	PROFESSIONAL SVCS	City Expenditure
UNION BANK/OMNIFY BENEFITS	\$12.50	DODGE OPERATING EXPENSE	Dodge Expenditure
UNITED LABORATORIES INC	\$1,792.76	SUPPLIES	City Expenditure
UNITED PARCEL SERVICE	\$25.72	FREIGHT/POSTAGE	City Expenditure
UNITED STATES POSTAL SERVICE	\$2,351.79	FREIGHT/POSTAGE	City Expenditure
UNITED UTILITIES & EXCAVATION LLC	\$3,825.29	CONSTRUCTION	City Expenditure
UNITED WAY OF THE MIDLANDS	\$187.50	REFUND	City Expenditure
US BANK	\$120,872.11	CREDIT CARD PURCHASES	City Expenditure
USGA CLUB MEMBERSHIP	\$150.00	DODGE OPERATING EXPENSE	Dodge Expenditure
VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS	\$14,192.64	EQUIPMENT/PARTS	City Expenditure
VERIZON WIRELESS SERVICES LLC	\$10,437.97	CELL PHONE	City Expenditure
VERMEER SALES & SERVICE INC	\$2,734.53	EQUIPMENT/PARTS	City Expenditure
VOGEL TRAFFIC SERVICES INC	\$187.84	EQUIPMENT/PARTS	City Expenditure
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	\$15,865.00	PAYROLL RELATED	City Expenditure
W.W. GRAINGER, INC.	\$4,167.34	EQUIPMENT/PARTS	City Expenditure
WALDSTEIN HVAC LLC	\$5,500.00	EQUIPMENT/PARTS	City Expenditure
WALTER FRANKLIN MASON JR.	\$8,980.00	SERVICE LABOR	City Expenditure
WASTE CONNECTIONS OF IOWA	\$240.98	DODGE OPERATING EXPENSE	Dodge Expenditure
WASTE CONNECTIONS OF IOWA	\$611,680.96	HOUSEHOLD TRASH	City Expenditure
WATER ENGINEERING INC	\$300.03	MOWING/GROUNDS MAINT	City Expenditure
WAYNE PETERSON	\$382.20	MOWING/GROUNDS MAINT	City Expenditure
WENDY REDDING	\$40.00	REFUND	City Expenditure
WEST PUBLISHING CORPORATION	\$933.60	SUBSCRIPTION	City Expenditure
WESTERN ENGINEERING COMPANY INC	\$3,675.00	CONSTRUCTION	City Expenditure
WHCC OF OMAHA, INC.	\$2,172.79	EQUIPMENT/PARTS	City Expenditure
WILLIAM WILSON	\$77.50	REIMB EMPLOYEE EXPENSE	City Expenditure
YMCA OF GREATER OMAHA	\$450.00	DUES/MEMBERSHIP	City Expenditure
ZACHARY D SMITH	\$130.00	REIMB EMPLOYEE EXPENSE	City Expenditure
ZOOBEAN INC	\$2,517.15	HARDWARE/SOFTWARE	City Expenditure
TOTAL	\$16,479,756.63		

CITY OF COUNCIL BLUFFS
AP POSTING BY AMOUNT
DECEMBER 2023
(\$'S)

VENDOR	AMOUNT	DESCRIPTION
CITY EMPLOYEE PAYROLL	\$3,338,659.19	EMPLOYEE PAROLL
TWO RIVERS INSURANCE COMPANY, INC.	\$2,200,697.72	EMPLOYEE INSURANCE
EFTPS	\$928,323.41	PAYROLL RELATED
UMB BANK N.A.	\$838,939.40	BOND PAYMENT
MFPRSI	\$767,188.35	PAYROLL RELATED
HAWKINS CONSTRUCTION COMPANY	\$618,433.08	CONSTRUCTION
WASTE CONNECTIONS OF IOWA	\$611,680.96	HOUSEHOLD TRASH
RPL UTILITY LLC	\$548,266.21	CONSTRUCTION
COMPASS UTILITY LLC	\$511,200.16	CONSTRUCTION
CAESARS ENTERTAINMENT	\$389,692.77	MAC OPERATING EXPENSE
BOKF N.A.	\$364,164.16	TIF REBATE
JUDDS BROS CONSTRUCTION CO	\$354,342.45	CONSTRUCTION
OMNI ENGINEERING	\$254,462.83	STREET MAINTENANCE SUPLS
DOSTALS CONSTRUCTION CO INC	\$252,917.10	CONSTRUCTION
PETERSON CONTRACTORS INC	\$249,578.87	CONSTRUCTION
BLUFFS PAVING & UTILITY INC	\$230,175.43	CONSTRUCTION
IPERS	\$228,485.75	PAYROLL RELATED
MECO-HENNE CONTRACTING INC	\$219,851.31	CONSTRUCTION
MIDAMERICAN ENERGY COMPANY	\$204,598.94	ELECTRICITY
IOWA DEPT OF REVENUE	\$185,518.00	PAYROLL RELATED
RIVERS EDGE ONE LLC	\$126,338.00	TIF REBATE
NATIONWIDE RETIREMENT SOLUTIONS INC	\$122,757.29	PAYROLL RELATED
BARR ENGINEERING CO.	\$121,592.18	PROFESSIONAL SVCS
US BANK	\$120,872.11	CREDIT CARD PURCHASES
PAYROLL	\$105,657.39	MAC OPERATING EXPENSE
HGM ASSOCIATES INC	\$91,491.18	CONSULTANT
EMPLOYERS MUTUAL CASUALTY COMPANY	\$89,266.18	INSURANCE
LANG DIESEL INC.	\$74,761.14	EQUIPMENT/PARTS
MCCARTHY CONSTRUCTION INC	\$73,452.50	TIF REBATE
HEARTLAND BUSINESS SYSTEMS LLC	\$67,822.90	HARDWARE/SOFTWARE
HDR ENGINEERING INC	\$67,353.77	PROFESSIONAL SVCS
STUDIO 15 COMMERCIAL INTERIORS INC	\$64,658.50	PROFESSIONAL SVCS
IOWA DEPARTMENT OF NATURAL RESOURCE	\$50,949.00	FEES
ABC ELECTRIC INC.	\$46,862.00	REPAIRS & MAINTENANCE
AHLERS & COONEY P.C	\$45,615.07	LEGAL SERVICES
LYMAN RICHEY SAND & GRAVEL COMPANY	\$44,365.25	STREET MAINTENANCE SUPLS
THE SCHEMMER ASSOCIATES INC	\$44,351.30	CONSULTANT
COUNCIL BLUFFS AIRPORT AUTHORITY	\$44,026.81	AIRPORT AUTH TAX
AMERICAN TRAFFIC SOLUTIONS, INC.	\$43,730.00	PROFESSIONAL SVCS
IOWA WASTE SERVICES HOLDINGS INC	\$43,175.33	SOLID WASTE DISPOSAL
TREASURER STATE OF IOWA/SALES TAX	\$40,205.47	SALES TAX
MANSFIELD OIL COMPANY OF GAINESVILLE, INC.	\$38,003.08	FUEL
RIFE CONSTRUCTION INC	\$37,751.41	CONSTRUCTION
SOUTHWEST IOWA PLANNING COUNCIL	\$36,640.00	TRANSIT SERVICES
DELL MARKETING L P	\$35,296.96	HARDWARE/SOFTWARE
DODGE RIVERSIDE PAYROLL	\$34,754.41	DODGE OPERATING EXPENSE
IP PATHWAYS LLC	\$34,564.00	HARDWARE/SOFTWARE
JEO CONSULTING GROUP INC	\$32,475.00	CONSULTANT
UKG KRONOS SYSTEMS	\$31,544.07	HARDWARE/SOFTWARE
IOWA DEPARTMENT OF REVENUE	\$31,285.36	MAC OPERATING EXPENSE
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	\$29,071.39	SERVICE LABOR
ECO-STORAGE INVESTMENTS INC	\$28,519.51	SOLID WASTE DISPOSAL
NEBRASKA IOWA SUPPLY CO INC	\$27,656.44	FUEL

GLOBAL PAYMENTS DIRECT, INC	\$26,705.85	CREDIT CARD CHGS
POTTAWATTAMIE COUNTY DEVELOPMENT	\$26,514.00	TIF REBATE
POTTAWATTAMIE COUNTY AUDITOR	\$25,000.00	FEES
IOWA FINANCE AUTHORITY	\$23,896.25	LOAN PAYMENTS
RELIANCE STANDARD LIFE INSURANCE CO	\$22,452.21	PAYROLL RELATED
IOWA WEST FOUNDATION	\$22,125.96	DEVLPMNT CONTRACT
SNYDER & ASSOCIATES INC	\$21,515.19	CONSULTANT
MIDLANDS HUMANE SOCIETY	\$20,656.34	CONTRACT AGREEMENT
ICMA RETIREMENT TRUST - 457	\$20,053.65	PAYROLL RELATED
COX COMMUNICATION INC	\$19,642.51	PHONE/INTERNET SVC
OMAHA-COUNCIL BLUFFS METROPOLITAN AREA	\$19,396.99	FEES
OMAHA DOOR & WINDOW CO INC	\$18,581.97	REPAIRS & MAINTENANCE
EHRHART GRIFFIN & ASSOCIATES INC	\$18,371.77	CONSULTANT
INTERSTATE POWERSYSTEMS	\$18,207.21	EQUIPMENT/PARTS
NMC INC.	\$18,058.25	EQUIPMENT/PARTS
MURPHY TRACTOR & EQUIPMENT CO CORP	\$17,447.87	EQUIPMENT/PARTS
RTG BUILDING SERVICES INC	\$16,755.13	JANITORIAL SERVICE
BLACK HILLS UTILITY HOLDINGS, INC.	\$16,592.35	NATURAL GAS
CLARK EQUIPMENT COMPANY	\$16,500.00	EQUIPMENT/PARTS
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	\$15,865.00	PAYROLL RELATED
DIGITECH COMPUTER LLC	\$15,609.16	AMBULANCE BILLING FEE
IOWA DEPARTMENT OF HUMAN SERVICES	\$15,554.23	AMBULANCE BILLING FEE
BRIDGESTONE AMERICAS, INC	\$15,000.00	GRANT REIMBURSEMENT
SCOTT D REELFS	\$14,325.00	REPAIRS & MAINTENANCE
VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS	\$14,192.64	EQUIPMENT/PARTS
EDWARDS MOTORSPORTS LLC	\$13,199.74	EQUIPMENT/PARTS
TRU PRO CONSTRUCTION INC	\$13,120.00	CONSTRUCTION
FAMILY HOUSING ADVISORY SERVICES, INC.	\$12,849.67	GRANT REIMBURSEMENT
COLLECTION SERVICES CENTER	\$12,206.43	PAYROLL RELATED
CROUCH RECREATION INC	\$12,189.00	EQUIPMENT/PARTS
COLEMAN MOORE COMPANY	\$12,098.90	REPAIRS & MAINTENANCE
COUNCIL BLUFFS WATER WORKS	\$11,810.06	WATER
D & K PRODUCTS	\$11,670.00	SUPPLIES
NEBRASKA METHODIST HEALTH SYSTEM INC	\$11,452.50	CONSULTANT
MARCO HOLDINGS, LLC	\$11,085.58	COPY/PRINTER MAINTANCE
VERIZON WIRELESS SERVICES LLC	\$10,437.97	CELL PHONE
B & K MECHANICAL CONTRACTORS LLC	\$10,260.67	REPAIRS & MAINTENANCE
METRO WASTE AUTHORITY	\$9,786.90	SERVICE LABOR
CONTINENTAL FIRE/ALARM	\$9,584.92	PROFESSIONAL SVCS
THE DAVEY TREE EXPERT COMPANY	\$9,450.00	TREE WORK
CITY OF COUNCIL BLUFFS-FLEX	\$9,339.08	PAYROLL RELATED
WALTER FRANKLIN MASON JR.	\$8,980.00	SERVICE LABOR
B G PETERSON COMPANY	\$8,908.00	SUPPLIES
TYLER TECHNOLOGIES INC	\$8,800.00	HARDWARE/SOFTWARE
PENGUIN RANDOM HOUSE LLC	\$8,750.00	PROFESSIONAL SVCS
PATRICK G BARTOS	\$8,700.00	CONSTRUCTION
CORNHUSKER INTERNATIONAL TRUCKS	\$8,672.64	EQUIPMENT/PARTS
HR GREEN INC	\$8,661.00	CONSULTANT
EJS SUPPLY INC	\$8,602.24	SUPPLIES
HUFFMAN ENGINEERING INC	\$8,400.00	CONSTRUCTION
KELLY SUPPLY COMPANY	\$8,314.59	EQUIPMENT/PARTS
MIDWEST MUDJACKING INC	\$8,215.00	REPAIRS & MAINTENANCE
PLAYCORE GROUP INC & SUBSIDIARIES	\$8,202.38	EQUIPMENT/PARTS
LAWSON PRODUCTS INC	\$7,928.66	SUPPLIES
MCMULLEN FORD INC	\$7,886.54	EQUIPMENT/PARTS
BAKER & TAYLOR INC	\$7,834.44	BOOKS/PERIODICALS/SUB
MIDWEST TAPE, LLC	\$7,623.67	DVD/AUDIO/CD
INGERSOLL-RAND COMPANY	\$7,442.64	EQUIPMENT/PARTS
UNDERWRITERS LABORATORIES INC	\$7,002.00	PROFESSIONAL SVCS

ARNOLD MOTOR SUPPLY, LLP	\$6,998.88	EQUIPMENT/PARTS
HACH COMPANY	\$6,897.60	EQUIPMENT/PARTS
AHS RESCUE LLC	\$6,747.30	SAFETY EQUIP & MAINTENANCE
FELD FIRE	\$6,622.15	EQUIPMENT/PARTS
SMARTWAVE TECHNOLOGIES LLC	\$6,407.60	HARDWARE/SOFTWARE
ALEGENT CREIGHTON HEALTH	\$6,389.95	PROFESSIONAL SVCS
2ND WIND EXERCISE EQUIPMENT INC	\$6,186.50	EQUIPMENT/PARTS
MELLEN & ASSOCIATES INC	\$6,046.00	EQUIPMENT/PARTS
BENEVATE INC	\$6,000.00	HARDWARE/SOFTWARE
AKSARBEN FENCE & GATE LLC	\$5,888.50	SERVICE LABOR
KELTEK, INCORPORATED	\$5,850.00	EQUIPMENT/PARTS
ECHO GROUP	\$5,597.95	SUPPLIES
WALDSTEIN HVAC LLC	\$5,500.00	EQUIPMENT/PARTS
POTTAWATTAMIE COUNTY SHERIFF	\$5,440.00	INMATE COST
MAGNET FORENSICS USA, INC.	\$5,420.00	HARDWARE/SOFTWARE
OLSSON INC.	\$5,250.00	CONSULTANT
CIVICPLUS	\$5,209.31	HARDWARE/SOFTWARE
RJN GROUP	\$5,157.00	ENGINEERING
U.S. VENTURE, INC.	\$5,079.56	EQUIPMENT/PARTS
CHAMPLIN TIRE RECYCLING INC	\$5,040.00	TIRE DISPOSAL
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$4,995.00	PAYROLL RELATED
GEICO GENERAL INSURANCE COMPANY	\$4,868.93	LEGAL CLAIM
HEARTLAND TIRES & TREADS INC	\$4,776.43	TIRE REPLACEMENT/REPAIR
NAPA AUTO PARTS	\$4,558.21	EQUIPMENT/PARTS
ELECTRONIC TECHNOLOGY INC	\$4,533.30	EQUIPMENT/PARTS
ARROW TOWING	\$4,481.25	TOWING/STORAGE/AUCTION
DODGE RIVERSIDE SALES TAX	\$4,445.61	DODGE OPERATING EXPENSE
CITY OF COUNCIL BLUFFS-DEPENDENT	\$4,429.30	PAYROLL RELATED
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	\$4,400.00	PHONE/INTERNET SVC
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$4,375.00	PAYROLL RELATED
MICHAEL O'BRADOVICH	\$4,200.00	LEGAL SERVICES
W.W. GRAINGER, INC.	\$4,167.34	EQUIPMENT/PARTS
ALFRED BENESCH & COMPANY	\$4,123.55	CONTRACT AGREEMENT
DAILY NONPAREIL	\$4,063.52	ADVERTISEMENT
SOIL DYNAMICS COMPOSTING FARM INC	\$4,050.00	PROFESSIONAL SVCS
THE BOOKWORM INC	\$4,048.50	PUBLIC EVENTS
IOWA PRISON INDUSTRIES	\$3,954.08	SUPPLIES
LANDSCAPES GOLF MANAGEMENT LLC	\$3,874.25	DODGE OPERATING EXPENSE
UNITED UTILITIES & EXCAVATION LLC	\$3,825.29	CONSTRUCTION
SOUTHWEST IOWA NARCOTICS	\$3,753.43	FEES
WESTERN ENGINEERING COMPANY INC	\$3,675.00	CONSTRUCTION
POTTAWATTAMIE COUNTY TREASURER	\$3,650.50	FEES
THE DOLLYWOOD FOUNDATION	\$3,647.90	BOOKS/PERIODICALS/SUB
GALLS PARENT HOLDING, LLC	\$3,640.77	EQUIPMENT/PARTS
NEBRASKA AIR FILTER INC	\$3,628.27	SUPPLIES
GREAT PLAINS UNIFORMS	\$3,568.00	UNIFORMS
RASMUSSEN MECHANICAL SERVICES INC	\$3,509.87	EQUIPMENT/PARTS
MACQUEEN EQUIPMENT, INC.	\$3,457.93	EQUIPMENT/PARTS
TURNER MORGAN	\$3,430.00	PROFESSIONAL SVCS
FORTE PAYMENT SYSTEMS INC	\$3,354.91	EQUIPMENT/PARTS
JOHN GREUNIESEN	\$3,329.50	PROPERTY ACQUISITION
M3611 MANAGEMENT	\$3,300.00	PROFESSIONAL SVCS
ALTERNATIVE CLAIMS MANAGEMENT	\$3,280.19	LEGAL CLAIM
CONTINENTAL WESTERN GROUP	\$3,145.00	DODGE OPERATING EXPENSE
MILLER MECHANICAL SPECIALTIES INC	\$2,978.79	EQUIPMENT/PARTS
GERMANIA SEED COMPANY	\$2,913.28	SUPPLIES
NODDLE DEVELOPMENT CO	\$2,875.00	RE PARKING GARAGE EXPENDITURE
CONSOLIDATED ELECTRICAL DISTR, INC	\$2,857.62	SUPPLIES
BOBCAT OF OMAHA	\$2,846.22	EQUIPMENT/PARTS

BLUFFS TAXI & COURIER	\$2,808.00	TRANSIT SERVICES
NICHE ACADEMY LLC	\$2,800.00	SUBSCRIPTION
JONES AUTOMOTIVE	\$2,737.96	EQUIPMENT/PARTS
VERMEER SALES & SERVICE INC	\$2,734.53	EQUIPMENT/PARTS
MID AMERICAN SIGNAL INC	\$2,725.00	EQUIPMENT/PARTS
EDWARDS CHEVROLET-CADILLAC INC	\$2,675.46	EQUIPMENT/PARTS
MIDWEST TURF & IRRIGATION	\$2,662.94	EQUIPMENT/PARTS
THIELE GEOTECH INC	\$2,615.00	PROFESSIONAL SVCS
MCKINNIS ROOFING & SHEET METAL LLC	\$2,541.83	REPAIRS & MAINTENANCE
THERMAL SERVICES	\$2,533.80	REPAIRS & MAINTENANCE
ZOOBEAN INC	\$2,517.15	HARDWARE/SOFTWARE
DMG INC	\$2,506.22	ELECTRICAL REPAIR
CBTZGJ ENTERPRISES	\$2,500.00	PROFESSIONAL SVCS
CERTIFIED TRANSMISSION	\$2,491.13	REPAIRS & MAINTENANCE
DATA POWER TECHNOLOGY LLC	\$2,400.00	REPAIRS & MAINTENANCE
UNITED STATES POSTAL SERVICE	\$2,351.79	FREIGHT/POSTAGE
FACTORY MOTOR PARTS	\$2,344.29	EQUIPMENT/PARTS
FIRST NATIONAL BANK PCARDS	\$2,343.58	DODGE OPERATING EXPENSE
LYNCH DALLAS, P.C.	\$2,242.00	ATTORNEY FEES
JANE ANNE BETHARDS	\$2,212.00	PROFESSIONAL SVCS
WHCC OF OMAHA, INC.	\$2,172.79	EQUIPMENT/PARTS
ROSANNA M THURMAN	\$2,160.00	CONSULTANT
ADVANTAGE ARCHIVES LLC	\$2,115.00	SUBSCRIPTION
OPTIMUM DATA INC	\$2,100.00	HARDWARE/SOFTWARE
SYSCO LINCOLN	\$1,990.63	DODGE OPERATING EXPENSE
RAMAKER & ASSOCIATES INC	\$1,900.00	CONSULTANT
CFI TIRE SERVICE	\$1,803.53	TIRE REPLACEMENT/REPAIR
UNITED LABORATORIES INC	\$1,792.76	SUPPLIES
NEBRASKA GOLF AND TURF	\$1,789.29	DODGE OPERATING EXPENSE
DOLL DISTRIBUTING	\$1,786.62	MAC OPERATING EXPENSE
RAPIDSCALE INC	\$1,754.95	SUBSCRIPTION
ALLIED OIL & TIRE COMPANY	\$1,735.10	SUPPLIES
ROSE HOLDING, INC.	\$1,679.41	EQUIPMENT/PARTS
RIEKES EQUIPMENT COMPANY	\$1,672.62	EQUIPMENT/PARTS
CONVERGEONE INC	\$1,645.20	HARDWARE/SOFTWARE
BARTON SOLVENTS INC	\$1,628.04	SUPPLIES
ELAVON INC	\$1,568.80	FEES
ALL COPY PRODUCTS INC	\$1,552.00	LEASE
J & R LIQUOR	\$1,512.77	MAC OPERATING EXPENSE
CENTURYLINK	\$1,448.34	PHONE/INTERNET SVC
MAX I WALKER UNIFORM & APPAREL	\$1,434.76	UNIFORMS
DRIVER SEWER & WATER INC	\$1,425.00	CONTRACT AGREEMENT
DAN BECKMANN	\$1,416.00	JANITORIAL SERVICE
TRAFFIC & PARKING CONTROL CO	\$1,390.84	HARDWARE/SOFTWARE
GRANICUS LLC	\$1,375.00	SUBSCRIPTION
NEBRASKA CHILD SUPPORT PAYMENT CTR	\$1,368.03	PAYROLL RELATED
BARNHART CRANE & RIGGING	\$1,362.40	EQUIPMENT/PARTS
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$1,300.00	PAYROLL RELATED
C & E WELDING AND FAB INC	\$1,298.25	REPAIRS & MAINTENANCE
COMMERCIAL AIR MANAGEMENT INC	\$1,295.00	EQUIPMENT/PARTS
PURITAN MANUFACTURING INCORPORATED	\$1,250.00	SUPPLIES
SAFETY GUARD INC	\$1,250.00	REPAIRS & MAINTENANCE
IMPACT7G INC	\$1,237.50	PROFESSIONAL SVCS
ECOSOLUTIONS INC	\$1,138.50	SUPPLIES
MONROE TRUCK EQUIPMENT, INC.	\$1,114.74	EQUIPMENT/PARTS
PREMIER GLAZERS	\$1,110.65	MAC OPERATING EXPENSE
BGNE INC.	\$1,110.33	SUPPLIES
TIREHUB, LLC	\$1,108.00	EQUIPMENT/PARTS
FIRESRING PRINT INC	\$1,095.00	PRINTING/BINDING

DALES TRASH SERVICE INC	\$1,080.00	RENTAL EXPS
DODGE BANK & CR CARD FEES	\$1,070.16	DODGE OPERATING EXPENSE
I-870 LIQUOR	\$1,034.54	DODGE OPERATING EXPENSE
OVERDRIVE INC	\$1,006.83	BOOKS/PERIODICALS/SUB
GLENWOOD COMMUNITY SCHOOLS	\$1,000.00	MAC OPERATING EXPENSE
NODDLE DEVELOPMENT CO	\$1,000.00	RE PARKING GARAGE EXPENDITURE
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY	\$999.98	EQUIPMENT/PARTS
PITNEY BOWES GLOBAL FINANCIAL LLC	\$975.18	POSTAGE & PRINTING
COUNCIL BLUFFS AREA PICKLEBALL CLUB	\$974.00	FEES
DAVID C ANDERSEN	\$959.00	CONSTRUCTION
ERRIN K GUNDERSON	\$959.00	MOWING/GROUNDS MAINT
GRAYBAR ELECTRIC	\$947.27	SUPPLIES
TRAFFIC CONTROL CORP	\$936.00	EQUIPMENT/PARTS
WEST PUBLISHING CORPORATION	\$933.60	SUBSCRIPTION
SUSAN FICHTER	\$902.65	REIMBURSEMENT
BOUND TO STAY BOUND BOOKS INC	\$902.42	BOOKS/PERIODICALS/SUB
BLACKSTONE AUDIO INC	\$889.89	BOOKS/PERIODICALS/SUB
C & J INDUSTRIAL SUPPLY	\$884.25	JANITORIAL SERVICE
UNDERGROUND LOCATION COMPANY	\$882.60	PROFESSIONAL SVCS
JEFF'S WASH & GLO LTD	\$851.20	REPAIRS & MAINTENANCE
M & R WELDING	\$837.00	WELDING SUPPLIES/SERVICE
BERTELSMANN PUBLISHING GROUP, INC.	\$834.90	DVD/AUDIO/CD
NATIONAL CONCRETE CUTTING INC	\$818.71	REPAIRS & MAINTENANCE
SUSPENSION SHOP INC	\$813.14	EQUIPMENT/PARTS
PER MAR SECURITY & RESEARCH CORP	\$812.00	ALARM SECURITY
JAMES B WHEELER	\$800.00	REPAIRS & MAINTENANCE
PASSPORT LABS INC	\$783.50	PARKING FEES
CENGAGE LEARNING INC	\$768.44	BOOKS/PERIODICALS/SUB
TODD VALLEY FARMS INC	\$767.00	SUPPLIES
SECURITY EQUIPMENT INCORPORATED	\$763.76	ALARM SECURITY
ALEX AIR APPARATUS 2 LLC	\$760.73	EQUIPMENT/PARTS
BLUFFS TOOL & MACHINE	\$760.00	REPAIRS & MAINTENANCE
THE RETROFIT COMPANIES INC	\$737.05	SERVICE LABOR
COX BUSINESS	\$710.66	DODGE OPERATING EXPENSE
CINTAS CORPORATION	\$703.03	MEDICAL SERVICES
ANGELA GRINER	\$700.00	PARKING FEES
GENIE SERVICES LLC	\$690.00	PEST CONTROL
SANDRY FIRE SUPPLY LLC	\$685.50	SUPPLIES
BOMGAARS SUPPLY INC	\$676.90	SUPPLIES
RODNEY JOHNSON	\$672.00	SERVICE LABOR
DIAMOND MOWERS INC	\$643.25	REPAIRS & MAINTENANCE
DANIEL LEWIS	\$641.43	REIMBURSEMENT
LYMAN-RICHEY SAND & GRAVEL CO	\$640.22	DODGE OPERATING EXPENSE
HEARTLAND TOXICOLOGY	\$632.00	PROFESSIONAL SVCS
CANON SOLUTIONS AMERICA INC	\$623.01	COPY/PRINTER MAINTANCE
CENTER POINT LARGE PRINT	\$568.08	BOOKS/PERIODICALS/SUB
MUNICIPAL EMERGENCY SERVICES INC	\$566.81	EQUIPMENT/PARTS
DAVID W WOODY	\$556.33	SUPPLIES
STEARNS CONRAD AND SCHMIDT	\$545.00	CONSULTANT
DAVID MCCAIN	\$528.02	REIMB EMPLOYEE EXPENSE
J.B. POINDEXTER & CO., INC.	\$527.64	EQUIPMENT/PARTS
ELM USA INC	\$520.00	SUPPLIES
SOLARWINDS INC	\$520.00	HARDWARE/SOFTWARE
FORCE EQUIPMENT	\$516.85	EQUIPMENT/PARTS
DARREN J BUDD	\$500.00	PUBLIC EVENTS
K9 BED BUG DETECTION OF NEBRASKA LLC	\$500.00	PROFESSIONAL SVCS
CODY BLOCKER	\$492.36	REIMB EMPLOYEE EXPENSE
AIR CLEANING TECHNOLOGIES INC	\$477.00	EQUIPMENT/PARTS
MID IOWA REFRIGERATION INC	\$460.99	EQUIPMENT/PARTS

CERC LLC	\$450.00	PUBLIC EVENTS
JAMES PALMER	\$450.00	PROFESSIONAL SVCS
YMCA OF GREATER OMAHA	\$450.00	DUES/MEMBERSHIP
GIBBS RENTAL & SALES	\$449.40	BUSINESS ASSISTANCE PROGRAM
ST LUKE'S HEALTH RESOURCES	\$420.00	CONSULTANT
LIFE ASSIST INC	\$417.56	MEDICAL SERVICES
ERNEST G SOAR	\$415.00	REIMB EMPLOYEE EXPENSE
KUSSMAUL ELECTRONICS LLC	\$413.70	SUPPLIES
PEERLESS WIPING CLOTH CO	\$400.00	SUPPLIES
BOUND TREE MEDICAL LLC	\$399.00	MEDICAL SERVICES
THE ABY MANUFACTURING GROUP INC	\$390.30	SUPPLIES
RELIANT FIRE APPARATUS INC	\$388.95	EQUIPMENT/PARTS
MIDSTATES	\$387.12	MAC OPERATING EXPENSE
SCHINDLER ELEVATOR CORPORATION	\$386.41	REPAIRS & MAINTENANCE
WAYNE PETERSON	\$382.20	MOWING/GROUNDS MAINT
JOSEPH FAUST ENTERPRISES LLC	\$380.00	MOWING/GROUNDS MAINT
COUNCIL HITCH & TRUCK ACCESSORIES	\$364.00	EQUIPMENT/PARTS
CLEAR TITLE & ABSTRACT LLC	\$349.00	PROFESSIONAL SVCS
DRIVER PLUMBING LTD.	\$349.00	REPAIRS & MAINTENANCE
AGRIVISION EQUIPMENT GROUP	\$340.21	EQUIPMENT/PARTS
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$340.00	PAYROLL RELATED
DULTMEIER SALES LLC	\$334.12	SUPPLIES
GREGORY T CASEY	\$332.90	REIMB EMPLOYEE EXPENSE
COX BUSINESS SERVICES	\$331.77	RE PARKING GARAGE EXPENDITURE
JEFFERY SAAR	\$330.00	REIMB EMPLOYEE EXPENSE
LOGAN CONTRACTORS SUPPLY INC	\$330.00	SUPPLIES
THE WALMAN OPTICAL COMPANY	\$328.00	SAFETY EQUIP & MAINTENANCE
FLEETPRIDE INC	\$315.00	EQUIPMENT/PARTS
WATER ENGINEERING INC	\$300.03	MOWING/GROUNDS MAINT
LAURA FRANCES KEYES	\$300.00	PROFESSIONAL SVCS
LESLIE ELIZABETH GODDARD	\$300.00	CONTRACT AGREEMENT
HEARTLAND CO-OP	\$294.02	FUEL
COUNCIL BLUFFS WINSUPPLY	\$285.00	SUPPLIES
ASHLEY KRUSE	\$284.26	REIMB EMPLOYEE EXPENSE
HUBWISE TECHNOLOGY INC	\$281.41	RE PARKING GARAGE EXPENDITURE
OUTDOOR POWER GROUP INC	\$276.99	EQUIPMENT/PARTS
RS AMERICAS, INC.	\$276.20	SUPPLIES
ADAM BEMIS	\$273.09	REIMB EMPLOYEE EXPENSE
OMAHA TRUCK CENTER COMPANY INC.	\$269.51	EQUIPMENT/PARTS
MIDWEST MEDICAL & SAFETY INC	\$250.80	MEDICAL SERVICES
MATTHEW M KRZYCKI	\$250.00	REIMB EMPLOYEE EXPENSE
ENGINEERED CONTROLS	\$247.00	RE PARKING GARAGE EXPENDITURE
ASP ENTERPRISES INC	\$242.65	EQUIPMENT/PARTS
WASTE CONNECTIONS OF IOWA	\$240.98	DODGE OPERATING EXPENSE
MARTIN RESOURCE MANAGEMENT	\$240.00	SUPPLIES
TOYNE INC	\$233.26	EQUIPMENT/PARTS
TED'S MOWER SALES & SERVICE INC	\$229.96	EQUIPMENT/PARTS
ANTHONY FRIEND	\$227.95	REIMBURSEMENT
GLENCO ELECTRIC INC	\$226.64	CONTRACT AGREEMENT
NEBRASKA TEXTILE AND SUPPLY	\$218.66	DODGE OPERATING EXPENSE
SAFETY KLEEN SYSTEMS, INC	\$217.95	SERVICE LABOR
AMERICAN RESPONSE VEHICLES INC	\$208.74	EQUIPMENT/PARTS
CAVENDISH SQUARE PUBLISHING LLC	\$204.44	BOOKS/PERIODICALS/SUB
SHERWIN WILLIAMS	\$203.35	SUPPLIES
EDWARD R CARLSON	\$200.00	REIMB EMPLOYEE EXPENSE
BENJAMIN LAKE	\$199.76	REIMBURSEMENT
RICHARD WADE	\$192.75	REIMB EMPLOYEE EXPENSE
TK ELEVATOR CORPORATION	\$190.07	RE PARKING GARAGE EXPENDITURE
ATHLETICO EXCEL NEBRASKA LLC	\$190.00	PROFESSIONAL SVCS

VOGEL TRAFFIC SERVICES INC	\$187.84	EQUIPMENT/PARTS
UNITED WAY OF THE MIDLANDS	\$187.50	REFUND
LINDA M CONNER	\$180.00	CONSULTANT
NATHAN KORVER	\$172.86	REIMB EMPLOYEE EXPENSE
KOSISKI AUTO PARTS INC	\$165.00	EQUIPMENT/PARTS
DATASHIELD CORPORATION	\$155.00	SERVICE LABOR
BENJAMIN R ROTH	\$154.44	REIMBURSEMENT
TECH INC	\$151.66	SUPPLIES
KRISTINE L SINCLAIR	\$150.00	LIBRARY PREFORMANCES
MATTHEW BACH	\$150.00	LIBRARY PREFORMANCES
USGA CLUB MEMBERSHIP	\$150.00	DODGE OPERATING EXPENSE
POMERLEAU, HENRY	\$143.00	REFUND
IOWA WORKFORCE DEVELOPMENT	\$135.00	FEES
AMERICAN NATIONAL BANK	\$130.00	BANK SERVICES
SARAH CONROY	\$130.00	REIMBURSEMENT
ZACHARY D SMITH	\$130.00	REIMB EMPLOYEE EXPENSE
MENARD INC.	\$125.94	SUPPLIES
CHAD V GEER	\$125.00	REIMB EMPLOYEE EXPENSE
GRP & ASSOCIATES	\$124.00	SUPPLIES
NODDLE SERVICES LLC	\$121.71	RE PARKING GARAGE EXPENDITURE
TAMMY J ARNOLD	\$120.60	REIMB EMPLOYEE EXPENSE
LINCOLN NATIONAL LIFE INS CO	\$118.20	DODGE OPERATING EXPENSE
DELAYNE JOHNSON	\$114.80	LEGAL SERVICES
DANIEL L MORSE	\$112.08	REIMB EMPLOYEE EXPENSE
MARK WILKE	\$112.00	REIMB EMPLOYEE EXPENSE
BRANDON DIEDERICH	\$105.00	REIMB EMPLOYEE EXPENSE
RONALD ALBERS	\$105.00	REIMB EMPLOYEE EXPENSE
MATHESON TRI GAS INC.	\$102.16	SUPPLIES
BILL'S WATER CONDITIONING INC	\$101.89	SUPPLIES
MIDWEST RESEARCH & SETTLEMENT SERVICES, INC.	\$100.00	PROFESSIONAL SVCS
JOHN A FOCHT	\$98.00	REIMB EMPLOYEE EXPENSE
SHANE BAKER	\$98.00	REIMBURSEMENT
BEVERLY WISE	\$95.00	REIMB EMPLOYEE EXPENSE
KEITH MEHLIN	\$90.90	REIMBURSEMENT
ISU EXTENSION	\$90.00	TRAINING
JOELLE ROSE	\$90.00	REFUND
O'REILLY AUTOMOTIVE INC	\$86.34	EQUIPMENT/PARTS
MIDWEST TITLE INC	\$83.00	PROPERTY ACQUISITION
ASI SYSTEMS INC	\$80.25	RE PARKING GARAGE EXPENDITURE
NUCO PUMP SALES AND SERVICE	\$80.25	DODGE OPERATING EXPENSE
RDO TRUCK CENTER CO	\$80.00	EQUIPMENT/PARTS
WILLIAM WILSON	\$77.50	REIMB EMPLOYEE EXPENSE
JAMES M WOOD	\$75.77	REIMB EMPLOYEE EXPENSE
MARK GALVAN	\$75.02	REIMB EMPLOYEE EXPENSE
RED LIGHT REFUNDS	\$75.00	REFUND
DONALD GROSS	\$74.58	REIMBURSEMENT
TVH PARTS CO	\$73.00	SUPPLIES
DEMCO INC	\$72.27	SUPPLIES
THOMAS RYAN	\$71.80	REIMB EMPLOYEE EXPENSE
POTTAWATTAMIE COUNTY SHERIFF	\$70.00	PROFESSIONAL SVCS
CUMMINS INC	\$69.40	EQUIPMENT/PARTS
HANNAN, MORGAN L	\$63.00	REFUND
ONE SOURCE THE BACKGROUND CHECK COMPANY	\$62.30	CONSULTANT
RIVERS EDGE BANK FEES	\$60.50	RE PARKING GARAGE EXPENDITURE
FASTENAL COMPANY	\$60.16	SUPPLIES
MICHAEL MANNING	\$55.98	REIMBURSEMENT
DAVID BURNS	\$55.00	REFUND
POM INCORPORATED	\$54.00	EQUIPMENT/PARTS
THERESA DEWITT	\$52.44	REIMB EMPLOYEE EXPENSE

THRYV, INC.	\$51.70	ADVERTISEMENT
JENNIFER SORENSEN-NELSON	\$50.00	REIMB EMPLOYEE EXPENSE
BOFA	\$48.44	MAC OPERATING EXPENSE
GREAT AMERICA FINANCIAL SERVICE	\$47.27	DODGE OPERATING EXPENSE
DANIEL FLORES	\$47.02	REIMBURSEMENT
WENDY REDDING	\$40.00	REFUND
MIDLANDS LIVING CENTER	\$38.00	REFUND
AMEX	\$36.36	MAC OPERATING EXPENSE
MARK ELONICH	\$36.26	REIMBURSEMENT
AMERICAN MESSAGING SERVICES LLC	\$31.30	PHONE/INTERNET SVC
CHRISTINE D ANDERSON	\$30.16	REIMB EMPLOYEE EXPENSE
COREY BELL	\$30.00	REIMB EMPLOYEE EXPENSE
ROBERT MARTIN	\$30.00	REIMBURSEMENT
UNITED PARCEL SERVICE	\$25.72	FREIGHT/POSTAGE
MARJORIE CALABRO	\$25.00	REFUND
COREY SHEPLEY	\$23.40	REIMB EMPLOYEE EXPENSE
KENT L COOPER	\$22.40	REIMB EMPLOYEE EXPENSE
RONALD D NIXON	\$18.62	REIMB EMPLOYEE EXPENSE
FIRST NATIONAL BANK OF OMAHA	\$15.60	FEES
ROBERT M JEPSEN	\$15.00	REIMB EMPLOYEE EXPENSE
STEPHANIE D LAINSON	\$15.00	REFUND
UNION BANK/OMNIFY BENEFITS	\$12.50	DODGE OPERATING EXPENSE
LINDSAY MCGINNIS-HURT	\$10.48	REIMB EMPLOYEE EXPENSE
KELI DOTY	\$5.06	REIMBURSEMENT
MONTY MONTAGNE	\$3.80	REIMBURSEMENT
TOTAL	\$16,479,756.63	

City of Council Bluffs

**Receipts by Fund
For the Month of December FY24**

General Fund	3,315,429.16
Special Revenue	1,708,051.38
Debt Service	245,369.26
Capital Project	71,085.37
Enterprise	1,512,005.51
Total Receipts	6,851,940.68

**Expenditures by Fund
For the Month of December FY24**

General Fund	9,190,875.95
Special Revenue	1,831,475.27
Debt Service	838,939.40
Capital Project	3,234,241.55
Enterprise	1,384,224.46
Total Expenditures	16,479,756.63

**Transfer from City Operating Accounts
For the Month of December FY24**

to Mid America Center	0.00
to Dodge Riverside	0.00
to RE Parking Garage	6,096.21
Total Transfers	6,096.21

Council Communication

Department: Mayor
Case/Project No.:
Boards/Commissions
Submitted by: Matt Walsh

Boards/Commissions
ITEM 3.I.

Council Action: 2/26/2024

Description

Board of Appeals

Background/Discussion

With City Council concurrence, I would like to make the following appointment/reappointments:

Appoint the following with term expiring 12/31/2023:

Bryan Yoder
Building
18772 300th St
Treyvor, IA

Yoder Construction Inc. is located at 101 McCandless Ln SUITE A, Council Bluffs, IA 51503

Recommendation

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION FROM TAX SALE

2021
JUN 21
11:00 AM

TO: Mark Grubbs 1127 Military Avenue, Council Bluffs, IA 51503- Owner
Mark Grubbs 15248 State Orchard Rd, Council Bluffs, IA 51503- Owner
Lynda Grubbs 1127 Military Avenue, Council Bluffs, IA 51503- Possible Owner
Lynda Grubbs 15248 State Orchard Rd, Council Bluffs, IA 51503- Possible Owner
Person in Possession 1127 Military Avenue, Council Bluffs, IA 51503- Person In Possession
Denise A. Grubbs n/k/a Denise A. Rocks 2003 Robin Ct, Apt 5, Council Bluffs, IA 51503- Child Support
Child Support Recovery Unit 300 W. Broadway #32, Council Bluffs, IA 51503- Child Support
State of Iowa Attn: Dir of Human Services Dept, 1305 E. Walnut St, Des Moines, IA 50319- Child Support
Pottawattamie County Auditor 227 S. 6th Street, 2nd Floor, Council Bluffs, IA 51501- Court Costs/Child Support
Pottawattamie County Attorney 227 South 6th, 5th Flr, Council Bluffs, IA 51501- Court Costs/Child Support
Iowa Attorney General 1305 E. Walnut, #102, Des Moines, IA 50309- Court Costs/Child Support
Curtis Sievers 1133 Military Avenue, Council Bluffs, IA 51503- Shared Easement
City of Council Bluffs c/o City Clerk, 209 Pearl St, Council Bluffs, IA 51501- City Limits

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest both known and unknown, and all unknown claimants claiming to have any recorded or unrecorded right, title, or interest in and to the parcel hereinafter described.

In accordance with Iowa Code Section 447.9 you are hereby notified that on the 21st day of June, 2021, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

Lot Seventeen (17) Block Two (2), Rohrsers Park Second Addition, City of Council Bluffs, Pottawattamie County, Iowa, including a common driveway easement between said Lot Seventeen (17) and Lot Eighteen (18), Block Two (2), Rohrsers Park Second Addition, City of Council Bluffs, Pottawattamie County, Iowa a/k/a PARCEL # 754425127009 Certificate No: 21-0657

Was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes against the parcel, which a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, to ACC 669 LLC pursuant to said tax sale, which Certificate is now lawfully held and owned by ACC 669 LLC, and that the right of redemption will expire and a deed to the said parcel will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.

Chris Newhouse

Chris Newhouse, Member
SCC Holding LLC,
Agent for ACC 669 LLC
Pottawattamie 21-0657

Action by Council:

Receive & File:

Date: 2/26/24

NOTICE TO REDEEM FROM TAX SALE

CERT #: 2021-0168

Exhibit "A"



TO: ANY AND ALL ENTITIES AND/OR PERSON(S) IN POSSESSION OF THE PARCEL HEREIN DESCRIBED

David A. Borwick
City of Council Bluffs, Attn: City Clerk
Pottawattamie County Attorney
State of Iowa, Dir of Revenue and Finance Dept
Unknown Parties in Interest

The Nebraska Masonic Home
Pottawattamie County, Attn: Auditor
State of Iowa, Attorney General
State of Iowa, Dir of Human Services Dept

All of the Heirs, spouses, assignees, grantees, legatees, devisees and successors in interest, both known and unknown, and all claimants claiming to have any recorded or unrecorded right, title or interest in and to the parcel hereinafter described.

YOU ARE HEREBY NOTIFIED that on 6/21/2021 the following described property, situated in Pottawattamie County, Iowa, to wit:

Legal: All that portion of Lot 12 in Block 4, Sunnyside Addition to Council Bluffs, Iowa described as follows: Beginning at the Northwest corner of said lot, thence South 21°25' East 46.33 feet, thence East 53.0 feet, thence North 00°39' West 43.1 feet, thence West 70.1 feet to the place of beginning, Pottawattamie County, Iowa

Parcel #: 754425206001

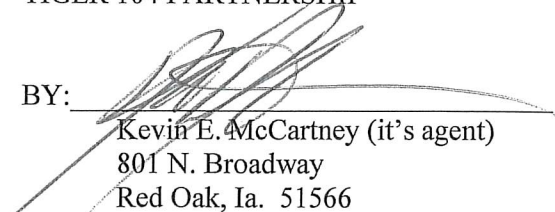
Property Address: 661 Harrison St., Council Bluffs, IA. 51503

Was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes and/or special assessments against the property, that a Certificate of Purchase was duly issued to TIGER 104 PARTNERSHIP by the County Treasurer of Pottawattamie County, Iowa pursuant to said tax sale, which certificate is now lawfully held and owned by TIGER 104 PARTNERSHIP that the right of redemption will expire and a deed for the said property will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this notice.

Dated: 2/12/24

TIGER 104 PARTNERSHIP

BY:


Kevin E. McCartney (it's agent)
801 N. Broadway
Red Oak, Ia. 51566

Action by Council:

Receive & File:

Date: 2/26/24

RETURN TO:

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

CITY CLAIM NO.

24-PW-2221

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT:

Amy Blum

DAY PHONE

ADDRESS:

DOB

DATE & TIME OF LOSS/ACCIDENT:

Jan. 12, 2024

LOCATION OF LOSS/ACCIDENT:

Street / driveway

DESCRIPTION OF LOSS/ACCIDENT:

Sewer pipe damaged by city storm
drain. Sewer backed up in basement
of house.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$

12,490.00

WITNESSES:

Midwest Septic & Excavating LLC

WAS POLICE REPORT FILED ☐ YES ☒ NO

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

HAVE YOU RESUMED NORMAL ACTIVITIES? ☒ YES ☐ NO

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

OTHER RELEVANT INFORMATION:

See image

LIST INSURANCE PROVIDER AND COVERAGE:

N/A

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)

02-09-24
DATE

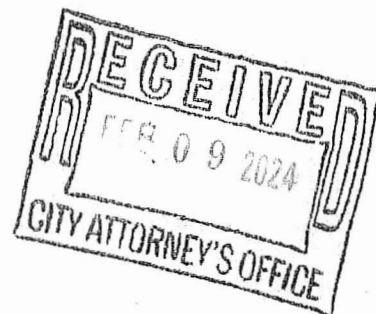
CLAIMANT'S SIGNATURE

[Signature]

CLERK RCVD

9 FEB'24

AM 10:40



Action by Council:

Receive & File:

Date: 2/26/24

Council Communication

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

Women in Construction Week
ITEM 4.A.

Council Action: 2/26/2024

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Women In Construction Week	Proclamation	1/18/2024

City of Council Bluffs Iowa

Office of the Mayor P R O C L A M A T I O N

WHEREAS, the National Association of Women in Construction (NAWIC) Greater Omaha Chapter has distinguished itself for over 60 years as the voice of women in construction in the City of Council Bluffs; and

WHEREAS, the work done by the NAWIC Greater Omaha Chapter has benefited Council Bluffs through community development and educational programs; and

WHEREAS, the NAWIC Greater Omaha Chapter has unceasingly promoted the employment and advancement of women in the construction industry; and

WHEREAS, the construction community, represented by the NAWEIC Greater Omaha Chapter, has been a driving force in fostering community development through renovation and beautification projects; promotion of skilled trades careers; and a positive vision of the future; and

WHEREAS, the Greater Omaha Chapter has sought to achieve successful results for Council Bluffs and surrounding areas in a cooperative spirit with other organizations;

NOW, THEREFORE, I, Matthew J. Walsh, Mayor of the City of Council Bluffs, Iowa do hereby recognize the NAWIC Greater Omaha Chapter and its many dedicated volunteers for its steadfast work on behalf and support of women in construction and do proudly proclaim the week of March 3rd – 9th, 2024 as

Women in Construction Week

and encourage our citizens to congratulate the organization on its many accomplishments.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Council Bluffs, Iowa to be affixed this 26th day of February, in the year Two Thousand Twenty-Four.

Matthew J. Walsh, Mayor



Council Communication

Department: City Clerk

Case/Project No.: ZC-23-016 &
PR-23-007

Submitted by: Moises Monrroy,
Planner

Ordinances 6595 and 6596
ITEM 5.A.

Council Action: 2/26/2024

Description

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 by rezoning property legally described as the west ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, from C-2/Commercial District to R-3/Low Density Multifamily Residential District as defined in Chapter 15.10, with specific requirements as set forth in the Council packet. Location: Undeveloped land lying north of 27th Avenue and west of South 19th Street. ZC-23-016

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 by appending a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, as defined in Chapter 15.28. PR-23-007

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/1/2024
Attachment A: Location/Zoning Map	Map	2/1/2024
Attachment B: Letter of Intent	Letter	2/1/2024
Attachment C: Union at Bluffs Run Development Plan	Other	2/1/2024
Attachment D: Building Elevations	Other	2/1/2024
Attachment E: Signage Plan	Other	2/1/2024
Attachment F: Sidewalk Connectivity Exhibit	Other	2/1/2024
Notice of Public Hearing	Notice	2/1/2024
Notice of Public Hearing	Notice	2/1/2024
Ordinance 6595	Ordinance	2/7/2024
Ordinance 6596	Ordinance	2/7/2024

City Council Communication

<p>Department: Community Development</p> <p>CASES #PR-23-007 and #ZC-23-016</p> <p>Applicant: Union Development Holdings LLC 409 Massachusetts Avenue Suite 300 Indianapolis, IN 46204</p> <p>Property Owner: G&A Properties LLC c/o Gregory S. Poor 526 Crescent Drive Crescent, IA 51526</p>	<p>Ordinance No. _____</p> <p>Resolution No. _____</p> <p>Ordinance No. _____</p>	<p>CASE #ZC-23-016 1st Consideration: 2/12/2024 2nd Consideration: 2/26/2024 3rd Consideration: 3/11/2024</p> <p>CASE #PR-23-007 1st Consideration: 2/12/2024 2nd Consideration: 2/26/2024 3rd Consideration: 3/11/2024</p> <p>CASE #PR-23-007 Development Plan: 3/11/2024</p> <p>Planning Commission: 1/9/2024</p>
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Subject/Title

Request: Combined public hearings on the requests of Union Development Holdings LLC to append a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan, and to rezone property legally described as the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District.

Location: Undeveloped land lying north of 27th Avenue and west of South 19th Street

Background/Discussion

The Community Development Department has received the following requests from Union Development Holdings LLC:

- A. **CASE #PR-23-007:** Append a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan.
- B. **CASE #ZC-23-016:** Rezone property legally described as the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District.

The purpose of the request to append a planned residential overlay onto the subject property and adopt the associated development plan is to establish standards for site design, building placement, architecture, landscaping, off-street parking, and signage for a multifamily affordable housing development at the Union at Bluffs Run subdivision. The subject property contains 16.66 acres, more or less, of land, and thus is eligible for the adoption of a PR-1/General Master Planned Development Overlay (the minimum tract of land that can be considered for a PR-1 Overlay is 1 ½ acres). For zoning consistency purposes, the developer is also requesting to rezone the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition to ensure the entirety of the proposed multifamily residential development is zoned R-3/Low Density Multifamily Residential District.

The proposed multifamily residential development will be completed in two phases. The first phase will consist of 192 dwelling units in four three-story buildings on Lot 1, Union at Bluffs Run. Each building will contain a mixture of one-, two-, and three-bedroom apartments. The proposed multifamily buildings on Lot 1 are expected to be completed by Fall 2026. The second phase will be developed at a later date and will consist of three additional multifamily buildings on Lot 2, Union at Bluffs Run. Once the second phase is completed, the total number of dwelling units at this site will be 336. Income limits for tenants will be set at 60% of the area median income. Site amenities will include a community/fitness center, community space, a computer room, a playground, a dog park, and a picnic area.

CASE #ZC-23-016

The tract of land proposed to be rezoned is currently zoned C-2/Commercial District. The purpose of the proposed rezoning is to ensure the zoning designation for the entire Union at Bluffs Run development site is consistent. The developer is also requesting to append a PR-1 Overlay onto Lots 1 and 2, Union at Bluffs Run and to adopt the associated development plan in order to establish standards for site design, building placement, architecture, landscaping, off-street parking, and signage for the proposed multifamily residential development (see Case #PR-23-007).

Land Use and Zoning – The following zoning and land uses surround the subject property:

Direction	Existing Zoning Districts	Existing Land Uses
North	R-3/Low Density Multifamily Residential District	An apartment complex (Beacon Place Apartments), a church (Victory Fellowship Church), and single-family homes
South	I-2/General Industrial District	A trailer/truck repair shop (Complete Trailer Repair)
East	R-1/Single-Family Residential District	Single-family homes
West	C-2/Commercial District and P-C/Planned Commercial District	US District Courthouse and vacant land

The Future Land Use Plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as ‘Low Density Residential.’

Property Owner Notification – Public notices were mailed to all property owners within 200 feet of the request. No comments were received as of the date of this report.

City Departments and Utilities – All appropriate City departments and utilities were notified of the proposed planned residential overlay. The following comments were received:

A. The Council Bluffs Public Works Department had the following comments:

1. Site stormwater management is required for both quantity and quality. The Public Works Department will continue to work with the Engineer of Record (EOR) on these requirements.

2. The Public Works Department will continue to work with the developer on the phasing of the required improvements to 27th Avenue.
 3. South 22nd Street will need to be improved to a City standard. The Public Works Department will work with the developer concerning these improvements.
 4. Roadway improvements to South 22nd Street and 27th Avenue shall be limited to the section of each public right-of-way that is adjacent to the boundary of the Union at Bluffs Run subdivision.
 5. The Public Works Department will work with the EOR on the design standard and specifications of required improvements to utilities servicing the proposed development.
 6. Sidewalks will be required along rights-of-way adjacent to platted roadway corridors.
- B. The Council Bluffs Parks and Recreation Department noted that there are several gaps in the proposed sidewalk network for the development (see Attachment 'F'). They stated that the sidewalks should extend to a street or connect to a nearby sidewalk.
- C. The Council Bluffs Police Department stated they have no comments on the request.
- D. The Council Bluffs Fire Department stated they have no comments on the request.
- E. Council Bluffs Water Works stated they have no comments on the request.
- F. MidAmerican Energy stated they have no conflicts with the request. They also stated that the developer or their agents must contact MidAmerican Energy directly to identify costs, timelines, and dependencies associated with extending electric distribution facilities to supply the development.

Discussion

- A. The developer has requested to rezone the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition from C-2/Commercial District to R-3/Low Density Multifamily Residential District. This vacated section of South 20th Street right-of-way is part of Lot 2, Union at Bluffs Run and will be included in the proposed multifamily residential development. All other land included in the Union at Bluffs Run subdivision is zoned R-3/Low Density Multifamily Residential District. The purpose of the proposed rezoning is to ensure the zoning designation for the entire Union at Bluffs Run development site is consistent.
- B. The Future Land Use Plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as 'Low Density Residential.' As per the Bluffs Tomorrow: 2030 Plan, areas designated as 'Low Density Residential' may include "*attached or detached single-family, or multifamily developments... integrated into the character and structure of the overall neighborhood.*" The proposed multifamily residential development is generally consistent with the 'Low Density Residential' designation.
- C. Utility extensions (e.g., sanitary/storm sewers, water, gas, electric, etc.) will be required to service the proposed multifamily residential development.

CASE #PR-23-007

Section 15.28.010, Statement of Intent, PR/Planned Residential Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance) states that "*the Planned Residential Overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where modifications of requirements of the underlying zone would not be inconsistent with the comprehensive plan or harmful to the surrounding neighborhoods.*" The purpose of this request is to establish standards for site design,

building placement, architecture, landscaping, off-street parking, and signage for a multifamily affordable housing development at the Union at Bluffs Run subdivision.

A. Site Development

1. All principal and accessory structures shall have a minimum perimeter setback of 10 feet
 - a. The submitted site plan (Attachment 'C') shows that one multifamily building will have a zero-foot setback, which would encroach into the platted franchise utility easements. The layout of the site shall be revised to ensure all structures have a minimum 10-foot setback to all property lines.
2. The maximum height allowed for principal structures shall be 60 feet, in accordance with Section 15.10.050, Site Development Regulations, R-3/Low Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).
3. The maximum height allowed for accessory structures shall be 18 feet, in accordance with Section 15.10.050, Site Development Regulations, R-3/Low Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).
4. The maximum combined lot coverage for all structures shall not exceed 60% of the total lot area.
5. A minimum five-foot wide pedestrian way shall be provided from the primary entrance of each building to the nearest sidewalk, to the extent practical. The pedestrian way may be designated with pavement striping, landscaping, change in surface material, curb and/or grade separation, or some other alternative approved by the Community Development Department Director or his assign. It is encouraged that the pedestrian connection be incorporated into the overall layout of the lot.
6. Sidewalk installation along rights-of-way adjacent to platted roadway corridors shall be completed prior to issuance of the first Certificate of Occupancy on each lot, at no cost to the City. The applicant may install the sidewalks at the time of development or pay a fee in-lieu of the cost of sidewalk construction prior to issuance of a final certificate of occupancy.
7. All fences/walls shall be installed in accordance with Section 15.24.040, Fence Regulations, of the Council Bluffs Municipal Code (Zoning Ordinance).
8. Any solar energy conversion systems installed at this site shall be subject to Section 15.34.030, Solar Energy Conversion Systems, of the Council Bluffs Municipal Code (Zoning Ordinance).
9. All exterior lighting shall conform to Section 15.24.050, Lighting Controls, of the Council Bluffs Municipal Code (Zoning Ordinance). All outdoor light poles shall be limited to a maximum height of 25 feet, as measured from finished grade to the highest point of the pole structure. All light poles shall be painted or finished aluminum or steel. Wood poles shall not be allowed.
10. Outdoor storage of materials, products, equipment, or packaging shall not be permitted. This includes the semi-permanent and/or permanent placement of inter-modal storage/shipping containers.
11. All utilities shall be installed underground. Any cost to remove, relocate, modify, and/or extend utilities to this site shall be at the sole cost of the developer and not the City. The Public Works Department will work with the engineer of record on the design standard and specifications of required improvements to utilities servicing the proposed development.

12. All grading and drainage activity for this development shall be completed in accordance with Public Works standards. Site stormwater management shall be required for both quantity and quality. The Public Works Department will continue to work with the engineer of record on these requirements.
13. South 22nd Street and 27th Avenue shall be improved to a City standard. The Public Works Department will work with the developer concerning these improvements. Roadway improvements to South 22nd Street and 27th Avenue shall be limited to the section of each public right-of-way that is adjacent to the boundary of the Union at Bluffs Run subdivision.

B. Off-Street Parking

1. The minimum number of off-street parking spaces shall be calculated using the parking requirements in Section 15.23.060, Parking Spaces Required, of the Council Bluffs Municipal Code (Zoning Ordinance). In cases where several uses occupy a structure or parcel of land, the total requirement for off-street parking shall be the sum of the requirement of the different uses.
 - a. The minimum number of off-street parking spaces for multifamily dwellings is based on the number of dwelling units and the number of bedrooms in each unit; for the proposed community center, the number of required parking spaces is based on the maximum occupancy of the building. There is not sufficient information provided in the submitted application to calculate the number of required parking spaces for the proposed development. The submitted site plan (Attachment 'C') shows 488 parking spaces will be provided at this site. The applicant shall submit the information required to determine off-street parking requirements for the proposed development at the time of building permit application submittal. If necessary, the layout of the site shall be revised to ensure a sufficient amount of off-street parking is provided for the proposed multifamily residential development.
2. All off-street parking areas, driveways and drive aisles shall comply with the standards in Chapter 15.23, Off-Street Parking, Loading and Unloading, of the Council Bluffs Municipal Code (Zoning Ordinance), and Iowa's Statewide Urban Design and Specifications (SUDAS) manuals for public improvements.
3. All off-street parking lots shall comply with Chapter 661-18, Parking for Persons with Disabilities, of the Iowa Administrative Code.
4. Bicycle parking shall be incorporated into the overall layout of the site.
 - a. Designated bicycle parking areas shall be located within 100 feet of, and clearly visible from, the main entrance of each building. If two buildings are located within close proximity of each other, the bicycle parking area for each building may be placed on the same location. Shared bicycle parking areas shall be located at an equal distance from the main entrance of each building.
 - b. Bicycle racks shall be secured to the pavement in a location that does not conflict with pedestrian or vehicular circulation routes.
 - c. Bicycle parking shall be provided at a rate of four bicycle parking spaces per building.
 - i. The proposed development includes seven multifamily buildings and a community/fitness center, which equates to a minimum of 32 required bicycle parking spaces.

d. Bicycle parking shall be installed prior to the issuance of the Certificate of Occupancy for each building.

5. A parking lot permit shall be submitted with the building permit application for the proposed hospital, and shall include the number, location, and dimension of all drive aisles and spaces, bicycle parking, pedestrian ways, islands, landscaped areas, loading areas and lighting.

C. Landscaping

1. A landscaping plan shall be part of every building permit application. The plan shall clearly identify plant materials, quantity, and size and shall show dimensions of all areas to be landscaped.
2. A minimum of one deciduous shade tree shall be planted every 30 linear feet along the frontage abutting 27th Avenue. All tree species planted along the frontage of a public right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.
3. A minimum of one deciduous shade tree shall be planted every 30 linear feet along the frontage abutting South 19th Street. All tree species planted along the frontage of a public right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.
4. Not more than 10% of the landscaped area shall be of inorganic material such as brick, stone, aggregate, river rock, metal or artificial turf. Organic mulch may be used around trees and/or shrubs.
5. A minimum five foot-wide strip of landscaping, planted with trees, shrubs, and/or grass, shall be installed between the edge of all parking lot areas and any abutting property line. The five-foot wide strips may be included in the 10% requirement.
6. All parking lot islands shall be planted with a minimum of one canopy shade tree and ground cover vegetation (e.g., shrubs, sod, mulch, or river rock, etc.).
7. All disturbed areas without a specific landscape design shall be seeded with sod, turf, and/or prairie grass.
8. All trees shall have a minimum caliper width of two inches at the time of planting.
9. Landscaping shall not impede the vision of any automobile traffic entering/exiting or circulating on the subject property.
10. All landscaping shall be appropriately maintained and dead plant material replaced at a time appropriate to planting seasons but in all cases shall be replaced within one year.

D. Architecture

1. Architectural renderings/elevations for the proposed multifamily dwellings are shown in Sheet IFA-13 of Attachment 'D.' The renderings show the exterior being constructed of a combination of brick, lap siding, vertical siding, and shingle siding. These materials are acceptable and shall be used in a combination and pattern generally consistent with the submitted renderings.
2. Architectural renderings/elevations for the proposed community center are shown in Sheet IFA-15 of Attachment 'D.' The renderings show the exterior being constructed primarily out of lap siding with a brick base along the foundation of the front façade and a vertical siding base along the foundation of

the rear façade. These materials are acceptable and shall be used in a combination and pattern generally consistent with the submitted renderings.

3. All rooftop mounted mechanical equipment that is visible from an adjacent public street right-of-way shall be screened from view using architectural design features.
4. All ground-mounted mechanical equipment that is visible from an adjacent public street right-of-way shall be completely screened from view using architectural design features, fencing, masonry wall, landscaping, or a combination thereof.
5. All trash receptacles visible from a public right-of-way shall be enclosed on three sides with a masonry, wood, or vinyl fence and shall have a lockable gate that, when closed, completely eliminates view of the dumpster.

E. Signage

1. The total maximum amount of signage allowed shall be based on a calculation of one and one-half (1 ½) square feet of signage per each lineal foot of street frontage along a public street right-of-way or private drive.
2. The total amount of attached signage shall be limited to 15% of the building façade to which it is attached. Attached signage can be placed at any location on the building but shall not extend beyond any building wall or above the peak of the roof.
 - a. As per the submitted signage plan (Attachment 'E'), one attached wall sign will be installed on the front façade of the community center. The proposed sign will contain 3.2 square feet in area. The size and location of the proposed attached wall sign are acceptable.
3. A maximum of one ground/monument neighborhood identification sign shall be allowed per entrance and shall be limited to a maximum height of 10 feet, as measured from finished grade to the highest point of the sign structure. The entire monument sign shall be counted as signage as measured from finished grade to the highest point of the monument and from one side of the monument structure to the other. The maximum sign area shall not exceed 50 square feet of signage per face.
 - a. As per the submitted signage plan (Attachment 'E'), two monument signs will be installed for the proposed development. The first sign will contain 36.6 square feet in area and will measure three feet and eight and one-half inches in height. The second sign will contain 48 square feet in area and will measure six feet in height. One monument sign will be placed near the driveway entrance at the intersection of South 19th Street and 25th Avenue, and the other will be located near the intersection of South 22nd Street and 25th Avenue. The size, height, and location of the proposed monument signs are acceptable.
4. On-site directional/wayfinding signage shall count toward the overall amount of signage permitted on the subject property. Each sign shall be limited to a maximum height of six feet, as measured from finished grade to the highest point of the sign structure. The maximum sign area shall not exceed six square feet of signage per face.
5. No sign listed in Section 15.33.070, Prohibited Signs, of the Council Bluffs Municipal Code (Zoning Ordinance) shall be permitted.
6. A sign permit shall be submitted with every building permit application for any attached, detached and/or on-premise directional signage proposed to be installed on the subject property.

Recommendation

The Community Development Department recommends the following:

- A. Approval of the request to append a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan, subject to the comments stated above and the following condition:
 - 1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.
- B. Approval of the request to rezone property legally described as the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District, based on the reasons stated above.

Public Hearing

Staff speakers for the request:

- 1. Moises Monroy, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503
- 2. Christopher Gibbons, Planning Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speaker in favor:

- 1. Elizabeth Hunter, 231 Bennett Avenue, Council Bluffs, IA 51503

Speakers against: None

The City Planning Commission recommended the following:

- A. Approval of the request to append a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan, subject to the comments stated above and the following condition:
 - 1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.
- B. Approval of the request to rezone property legally described as the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District, based on the reasons stated above.

VOTE: AYE – Hutcheson, Knauss, Opperman, Rater, Stroebele, Van Houten, and Watson.

NAY - None ABSTAIN – None. ABSENT –Bailey, Bass, and Rew. VACANT - One Motion: Carried.

Attachments

Attachment A: Location/Zoning Map
Attachment B: Letter of Intent
Attachment C: Union at Bluffs Run Development Plan
Attachment D: Building Elevations
Attachment E: Signage Plan
Attachment F: Sidewalk Connectivity Exhibit

Prepared by: Moises Monrroy, Planner, Community Development Department

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION CASES #PR-23-007 AND #ZC-23-016 LOCATION/ZONING MAP

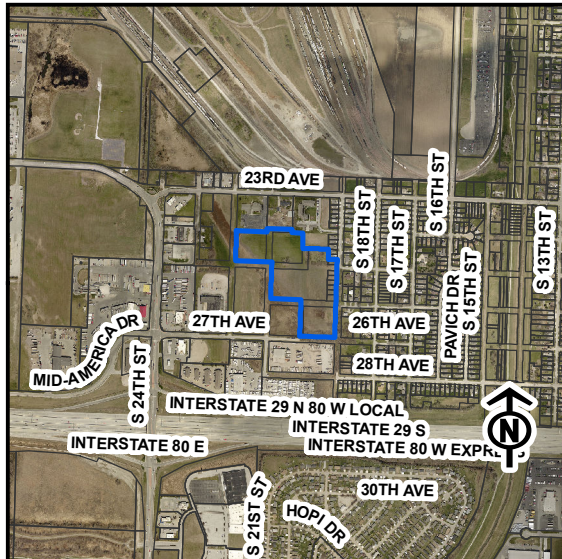
Legend

- Case #PR-23-007
- Case #ZC-23-016

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1 Inch = 208 Feet



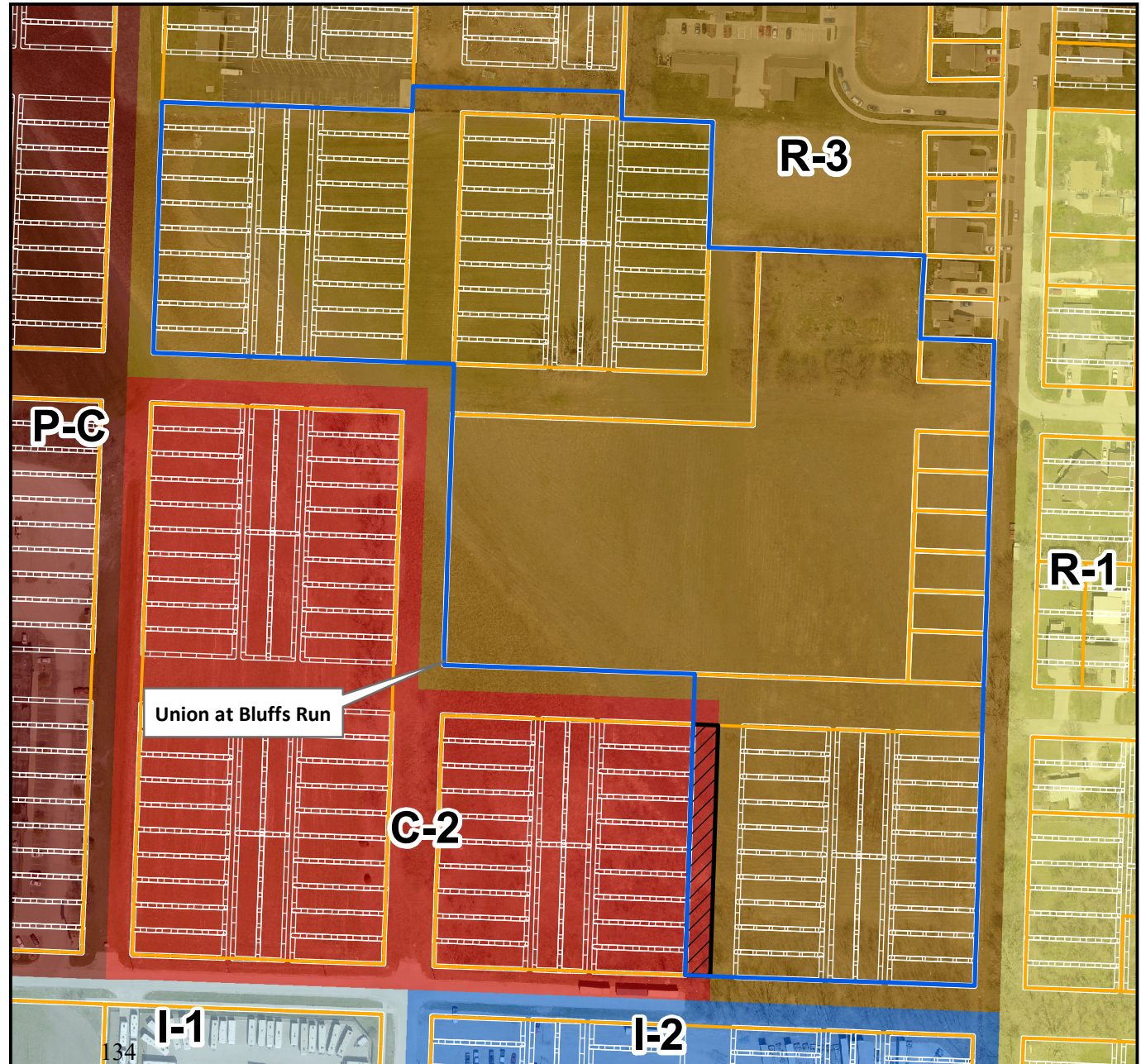
Last Amended: 12/19/2023



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

DISCLAIMER

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



Attachment 'B'

December 12, 2023

City of Council Bluffs, Iowa
209 Pearl Street
Council Bluffs, Iowa 51503

RE: The Annex Group | Union Development Holdings, LLC – Letter of Intent – 16 acres of undeveloped land north of 27th Avenue and west of South 19th Street – Planned Residential Development Plan

To Whom It May Concern:

Please accept the enclosed information relative to our application for *Planned Residential Development Plan (PR)* adoption for undeveloped land located north of 27th Avenue and west of South 19th Street. Our submission consists of the following:

- *Completed Application for Planned Residential Development Plan;*
- *Application Fee* – Check in the amount of \$666.60;
- *Union at Bluffs Run Development Plan* as prepared by Snyder & Associates, dated 12/12/2023;
- *Union at Bluffs Run Conceptual Building Elevations* as prepared by RQAW Architecture.

Proposed Use

Union Development Holdings, LLC aims to partner with the City of Council Bluffs to provide Union at Bluffs Run, a multifamily affordable housing development, located on 16 acres of undeveloped land north of 27th Avenue and west of South 19th Street. Union at Bluffs Run will provide high-quality affordable housing to enhance the economic and social well-being of Council Bluffs residents. The proposed project is to be developed on 16.66 acres of undeveloped land currently owned by the Greg Poor and G&A Properties. Current Zoning of the property is R-3/Low Density Multifamily Residential District.

Union Development Holdings, LLC proposes to build 192-units of 60% Area Median Income affordable housing on the property and will utilize 4% Low-Income Housing Tax Credits issued by the Iowa Finance Authority. The site will include four three-story buildings, each with a mix of one, two, and three-bedroom apartments. Planned amenities include a clubhouse with fitness

center, community space, computer room, playground, dog play area, and picnic area. Proposed building materials include fiber cement board with masonry accents.

Improvements Needed

The property is currently undeveloped land and will need the following improvements:

- Road connections at 25th Avenue and 27th Avenue as shown on the Development Plan
- Earthwork and grading to make the site pad ready
- Utility extensions needed to service the project including storm, sanitary, water, and power

Construction Period and Phasing of the Project

Union at Bluffs Run is planned to be a phased development. The first phase of development is expected to commence in Fall 2024 with the following components:

- 10.62 acres
- 192 multifamily units
- 4 residential buildings
- Standalone clubhouse and amenity center
- Access point at S 19th Street & 25th Avenue
- Secondary access point at 27th Avenue
- All needed utility extensions

The buildings in phase one are expected to be completed by Fall 2026.

The remaining undeveloped property will be developed at a later date.

Company Background

Our mission: *To create a positive impact with the people who live, work, and are engaged in our communities.*

The Annex Group is an Indiana based multi-family housing developer, general contractor, property manager, and owner with a portfolio of communities valued at more than \$500 million. Combining the career experience of its entire leadership team, The Annex Group has overseen

more than \$1 billion in single family, multi-family, mixed-use and other commercial projects including redevelopment and ground-up construction. Our developments create community and improve quality of life. We are proud that each of our developments to date has lived up to its purpose.

Each development is strategically planned and executed to ensure a finished product that is cohesive with the goals and values of the constituencies and communities we serve. Our strategy is to position each redevelopment or newly developed project as the most exciting new address to live, work, or play.

Affordable housing need is at historic levels nationally, regionally, and locally. Rising construction costs and increased interest rates have made development of new affordable projects even more difficult. We understand that new affordable housing in Council Bluffs is in limited supply in proportion to the communities need and to that end, The Annex Group is committed to bringing affordable housing to the City of Council Bluffs.

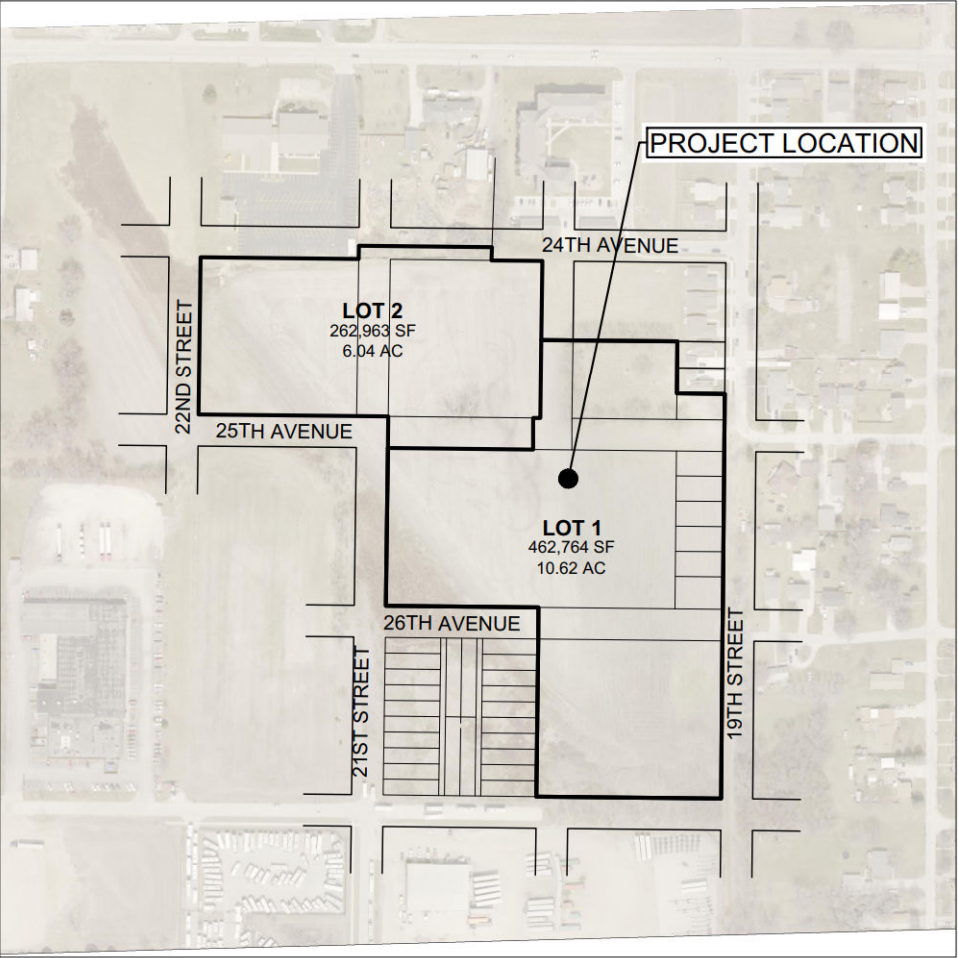
We hope the Planning Commission and subsequently the City Council, will consider supporting this affordable housing project by providing the requested *Planned Residential Development Plan* approval.

Thank you in advance for your thoughtful consideration.

A handwritten signature in cursive script that reads "Derek Hays".

Derek Hays
Director of Development

PLANNED RESIDENTIAL DEVELOPMENT PLAN
FOR
UNION AT BLUFFS RUN
CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA



VICINITY MAP

OWNER
G&A PROPERTIES LLC
526 CRESCENT DRIVE
CRESCENT, IA 51526

APPLICANT
UNION DEVELOPMENT HOLDINGS LLC
409 MASSACHUSETTS AVE. SUITE 300
INDIANAPOLIS, IN 46204

ZONING
R-3 LOW DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT

BULK REGULATIONS
FRONT YARD SETBACK = 20 FEET
STREET SIDE YARD = 15 FEET
REAR YARD SETBACK = 20 FEET
MAXIMUM BUILDING HEIGHT = 60 FEET
LOT COVERAGE / ALL STRUCTURES 45% MAX

INDEX OF SHEETS	
Sheet Number	Sheet Title
C100	TITLE SHEET
C200	SITE LAYOUT AND UTILITY PLAN
C201	SITE LAYOUT AND UTILITY PLAN
C300	SITE GRADING PLAN
C301	SITE GRADING PLAN
C500	SITE PLANTING PLAN
C501	SITE PLANTING PLAN

UNION AT BLUFFS RUN

COUNCIL BLUFFS, IA

TITLE SHEET

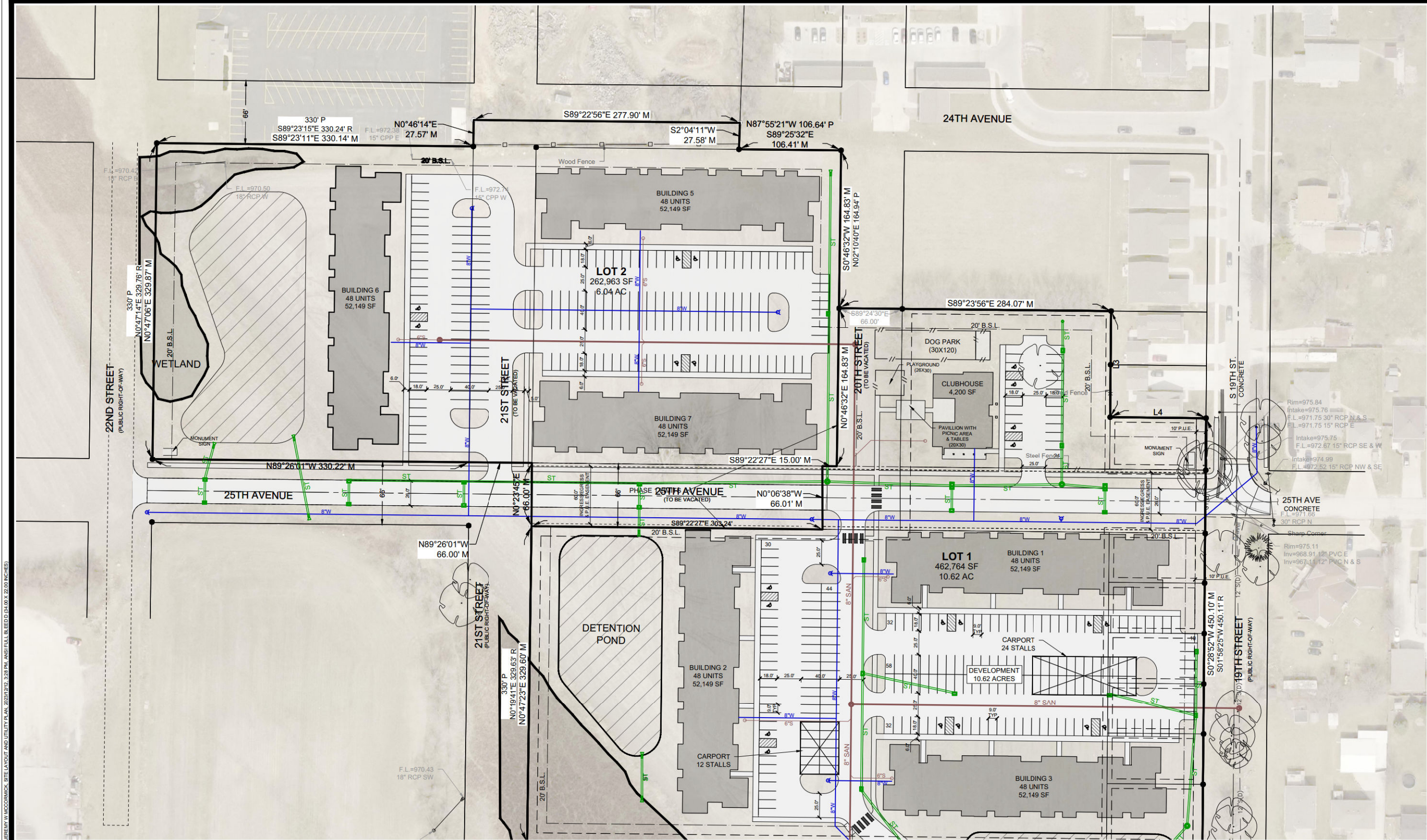
SNYDER & ASSOCIATES, INC. |

Project No: 123.0193.01

Sheet C100

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Technician: JWM	Date: 12-12-23	TR-S: TTN-RRW-SS	
Project No: 123.0193.01		Sheet C100	

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UNION AT BLUFFS RUN

SITE LAYOUT AND UTILITY PLAN

COUNCIL BLUFFS, IA

SNYDER & ASSOCIATES, INC. |

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

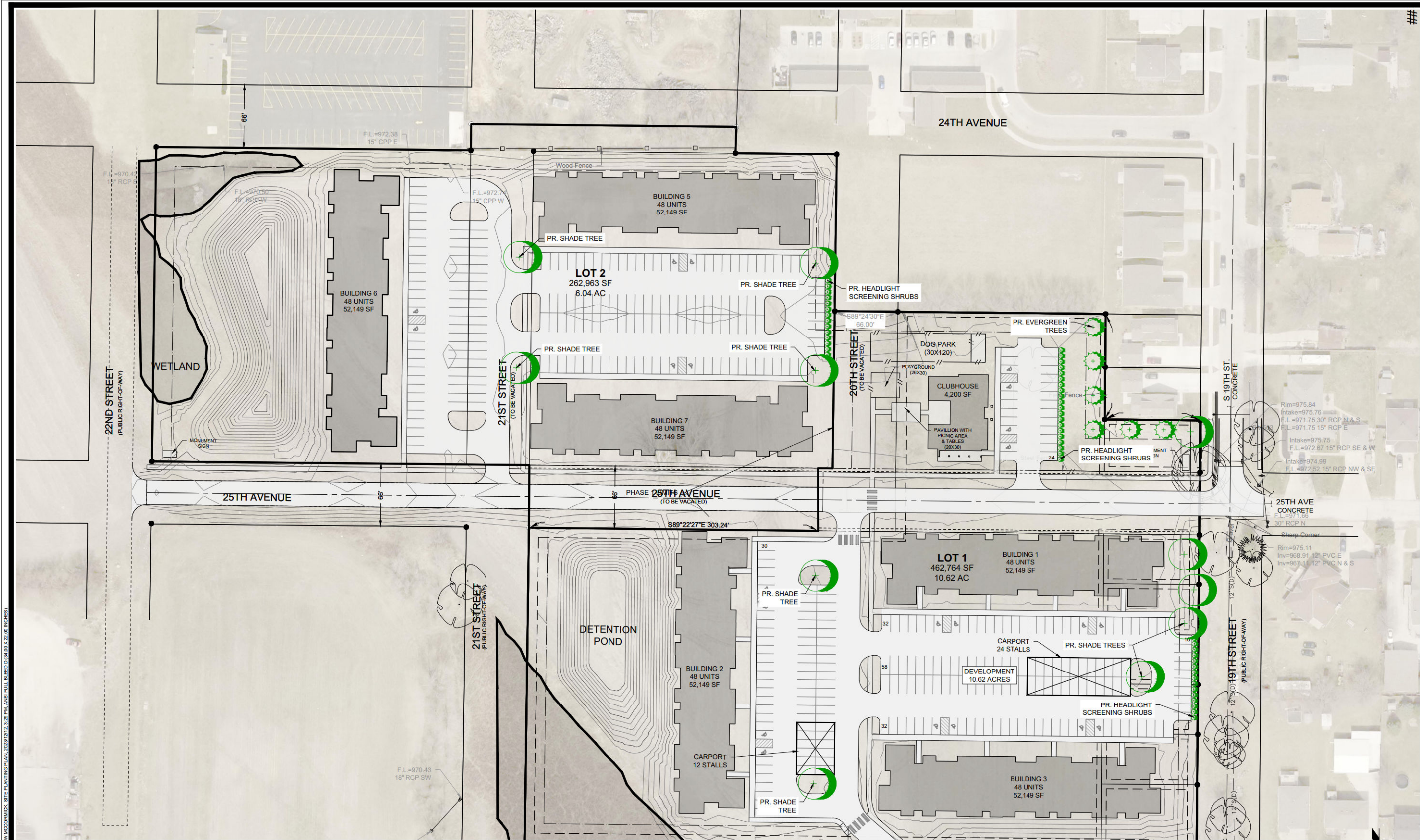


Project No: 123.0193.01

Sheet C200

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Technician: JWM	Date: 12-12-23		
Project No: 123.0193.01		Sheet C200	

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UNION AT BLUFFS RUN

SITE PLANTING PLAN

COUNCIL BLUFFS, IA

SNYDER & ASSOCIATES, INC. |



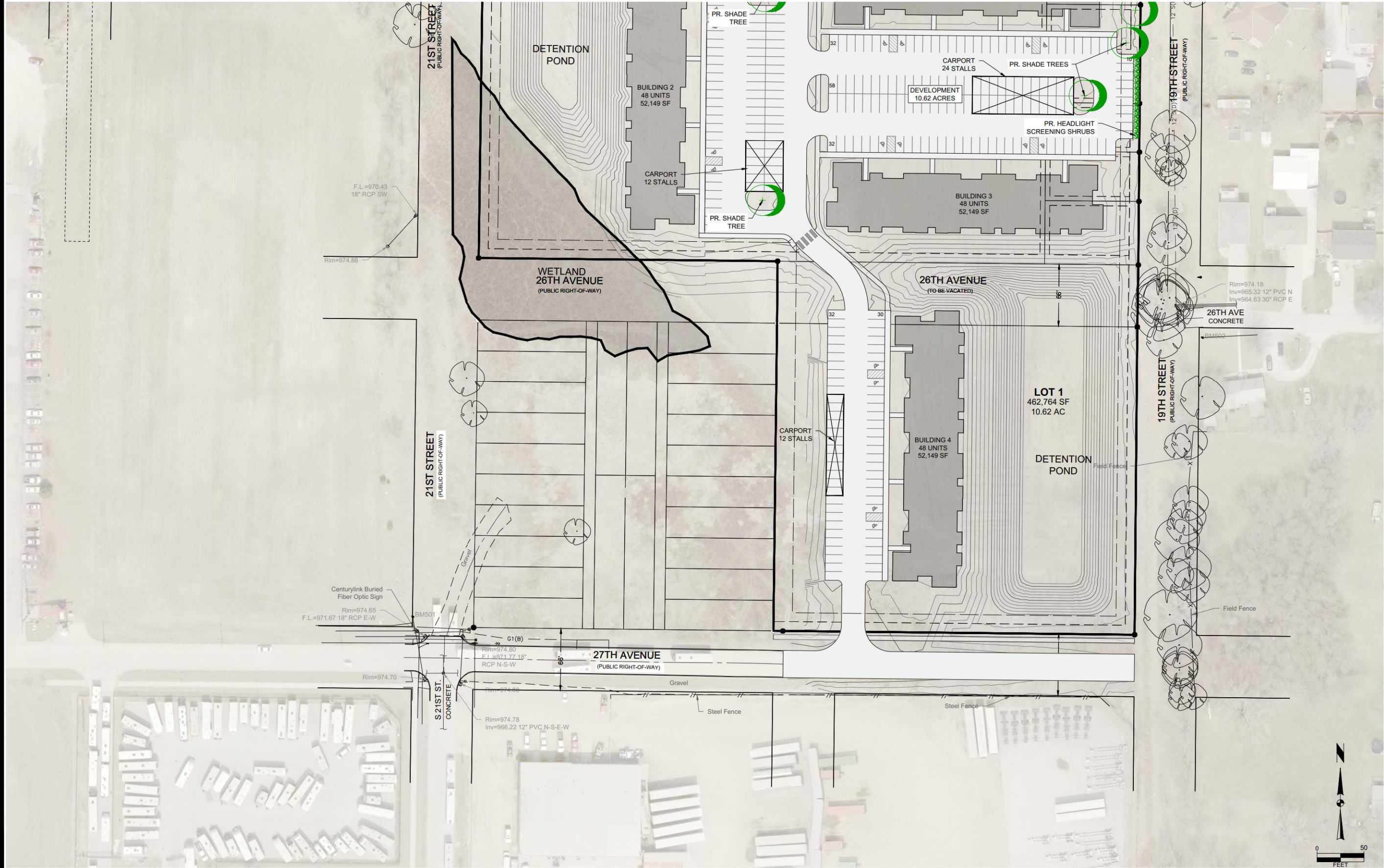
Project No: 123.0193.01

Sheet C500

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

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Engineer: KMM	Checked By: EDC	Scale: 1" = 50'	
Technician: JWM	Date: 12-12-23	12-12-23	
Project No: 123.0193.01			Sheet C500

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MARK	REVISION	DATE	BY
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Technician: JWM	Date: 12-12-23	1" = 50'	
Project No: 123.0193.01		Sheet C501	

UNION AT BLUFFS RUN

SITE PLANTING PLAN

COUNCIL BLUFFS, IA

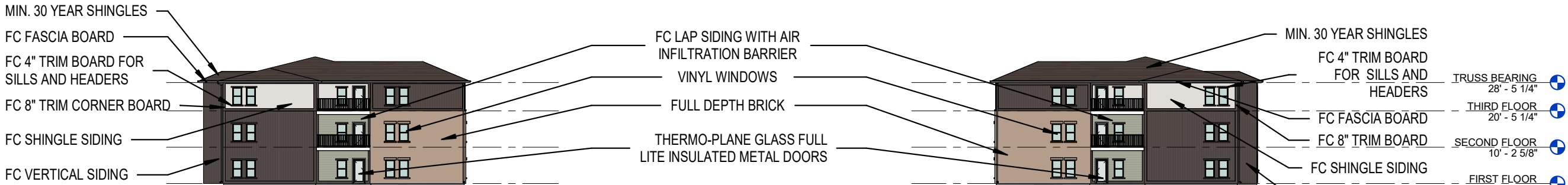
SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com





1 FRONT ELEVATION
1/32" = 1'-0"



2 SIDE ELEVATION 2
1/32" = 1'-0"

4 SIDE ELEVATION 1
1/32" = 1'-0"

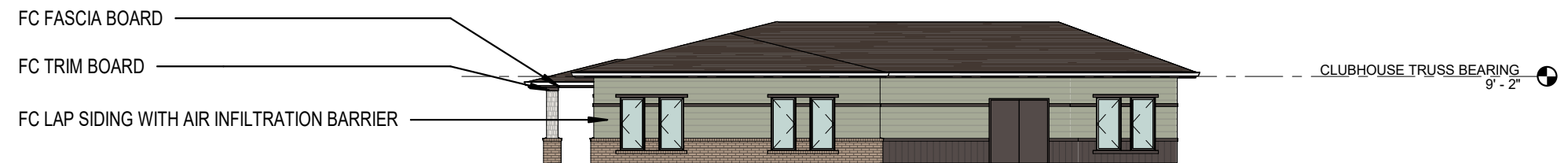


3 REAR ELEVATION
1/32" = 1'-0"



4 CLUBHOUSE REAR ELEVATION

1/16" = 1'-0"



3 CLUBHOUSE SIDE ELEVATION

1/16" = 1'-0"



2 CLUBHOUSE SIDE ELEVATION

1/16" = 1'-0"



1 CLUBHOUSE FRONT ELEVATION

1/16" = 1'-0"



Signage

MISSION

To create a positive impact with the people who live, work and are involved in our communities

INDIANAPOLIS:

409 Massachusetts Ave. Suite 300
Indianapolis, IN 46204
317-584-8442

CHICAGO:

19350 Harlem Ave, Suite 201
Frankfort, IL 60423
708-960-0356

DENVER :

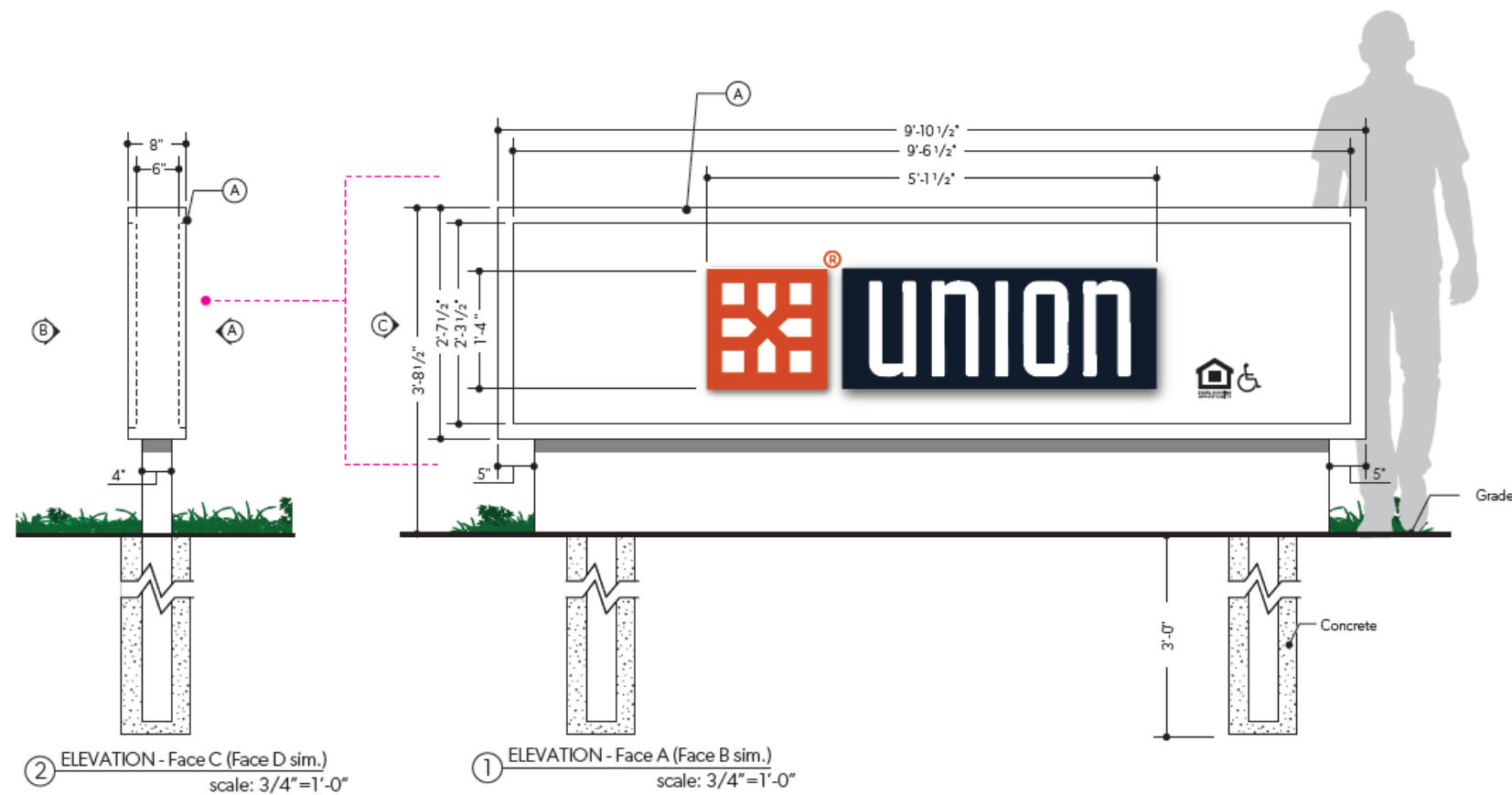
3000 Lawrence St.
Denver, CO 80205

Union Monument Sign - Non illuminated

Qty. 1ea
DOUBLE FACE

NON-ILLUMINATED
GROUND IDENTIFICATION

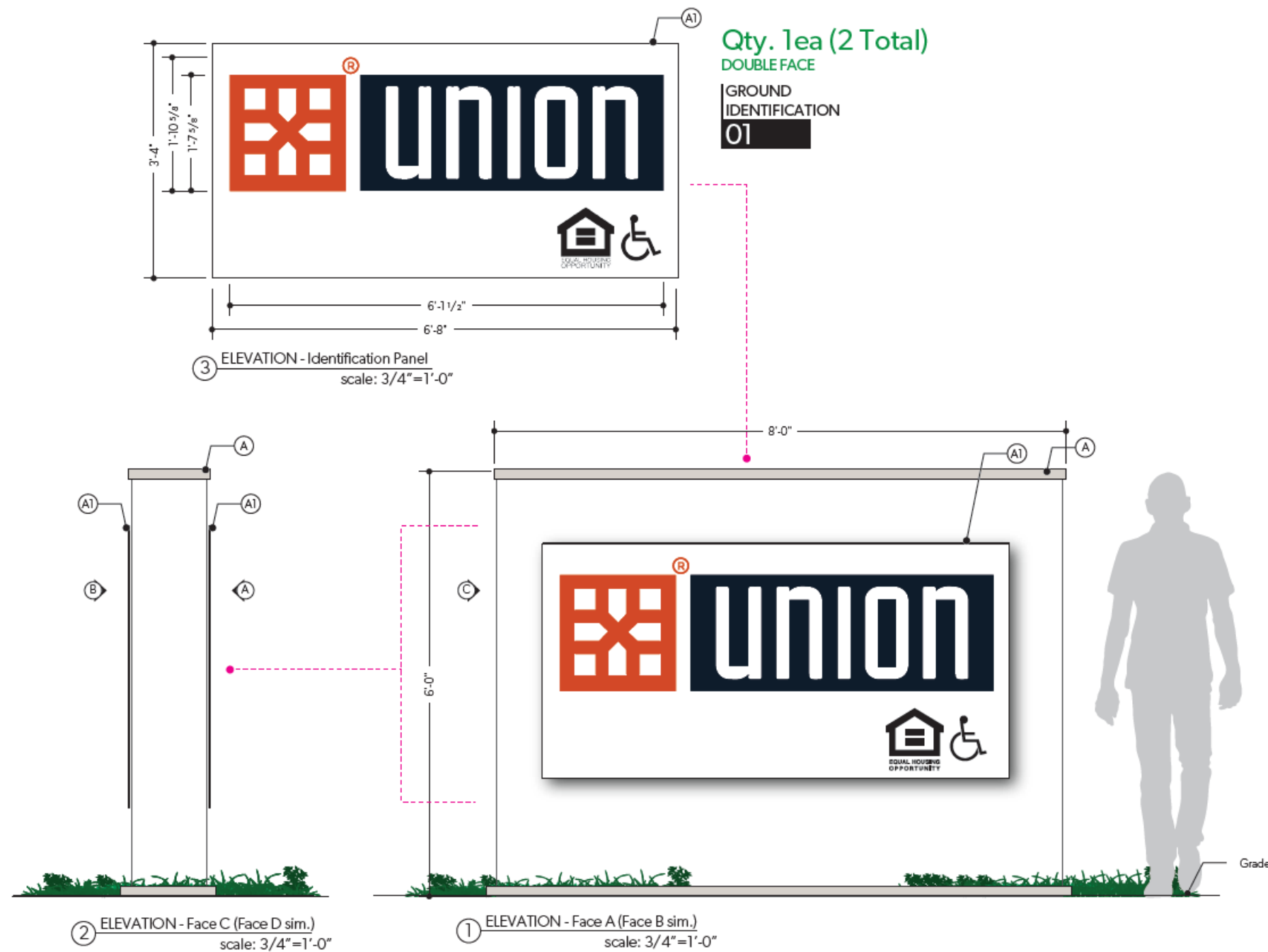
01



SPECIFICATIONS:

444 1/2"H x 118 1/2"W x 8"D double-faced non-illuminated ground sign consisting of a 32 1/2"H x 118 1/2"W x 8"D custom cabinet with 1" recessed faces (A/B) Face to have flush mounted 16"H x 1/2"TH aluminum FCO logo (ANNEX/UNION); painted and surface applied RTA vinyl graphics (R-ball / Equal Housing / Accessible) to faces (A/B).

Union Monument Sign with Masonry Wall



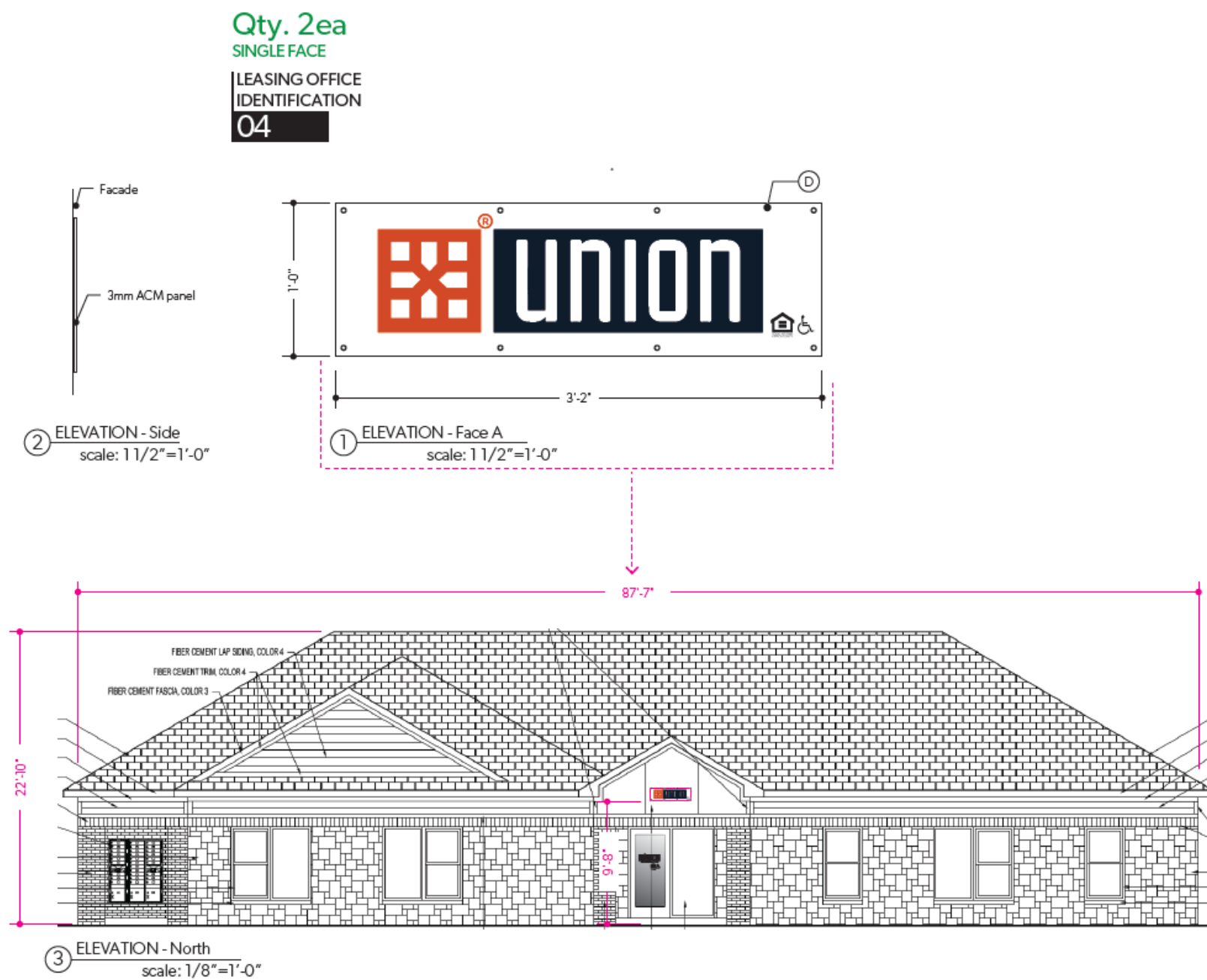
SPECIFICATIONS:

6'H x 8'W double-faced ground sign consisting of (1ea) masonry wall with identification panels mechanically mounted to faces (A & B) of masonry wall. Wall to be provided by other.

(1ea) = (2 total) 3'-4"H x 6'-8"W x 6mm TH ACM panel (color TBD).

Identification panel to receive vinyl graphics, surface applied panel face. Identification panels to be mechanically fastened to face (A & B) of masonry wall.

Community Center/Leasing Office Signage



SPECIFICATIONS:

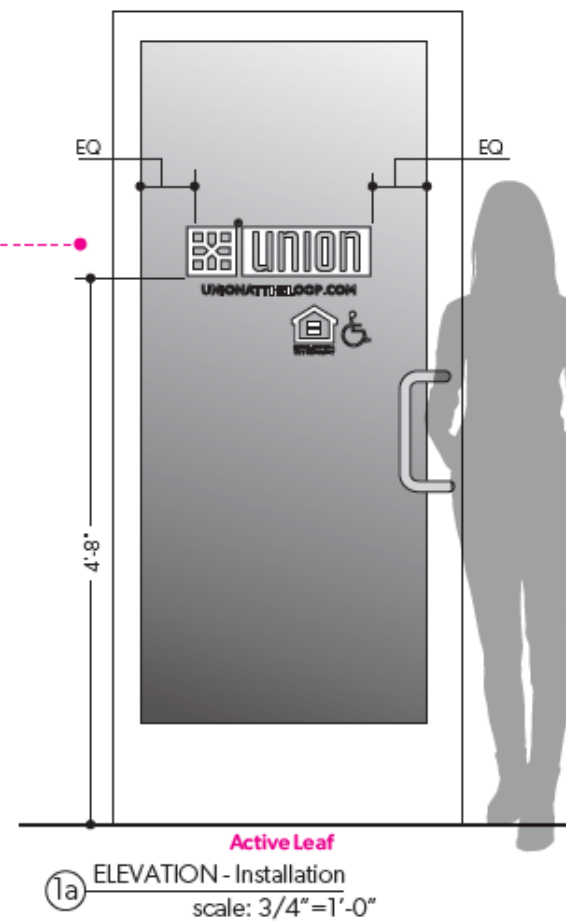
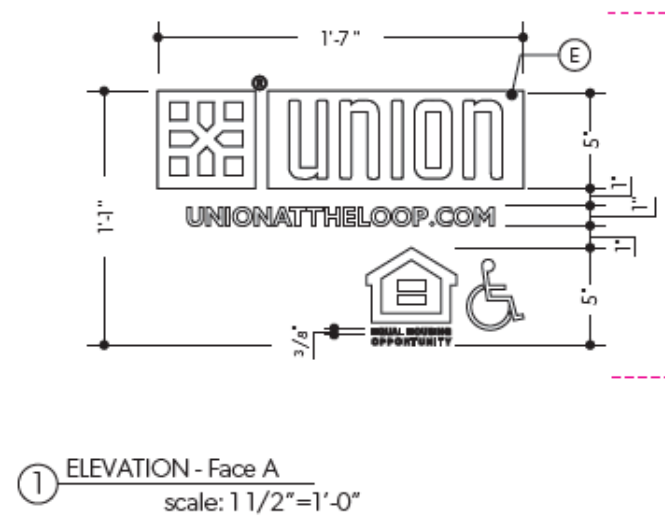
12"H x 38"W sign consisting of 3mm ACM panel with direct printed graphics and lamination.

Sign to mount directly above each leasing office entire through the use of mechanical fasteners and snap caps. Sign design to consist of "UNION" logo in accordance with approved designs.

The Annex® Window or Door Vinyl

Qty. 2ea
SINGLE FACE

LEASING OFFICE
DOORS (Front / Rear)
05



SPECIFICATIONS:

13"H x 19"W RTA (WHITE) vinyl graphics to be applied to leasing office doors (Front / Rear).

Sign design to consist of "UNION" logo, UNION website, Icons in accordance with approved designs..

Union Building Identification

BUILDING 4 -
IDENTIFICATION
07.07 Qty. 1ea.

4251

BUILDING 4 -
IDENTIFICATION
07.08 Qty. 1ea.

4257

BUILDING 5 -
IDENTIFICATION
07.09 Qty. 1ea.

4301

SPECIFICATIONS:

10"H x 30"W signs consisting of 3mm ACM panel with direct printed graphics and lamination. Signs to mount to 1"x12"trim board directly above building entry through the use of mechanical fasteners and snap caps.

BUILDING 5 -
IDENTIFICATION
07.10 Qty. 1ea.

4307

BUILDING 6 -
IDENTIFICATION
07.11 Qty. 1ea.

4313

BUILDING 6 -
IDENTIFICATION
07.12 Qty. 1ea.

4319

BUILDING 7 -
IDENTIFICATION
07.13 Qty. 1ea.

4325

BUILDING 8 -
IDENTIFICATION
07.14 Qty. 1ea.

4337

BUILDING 8 -
IDENTIFICATION
07.15 Qty. 1ea.

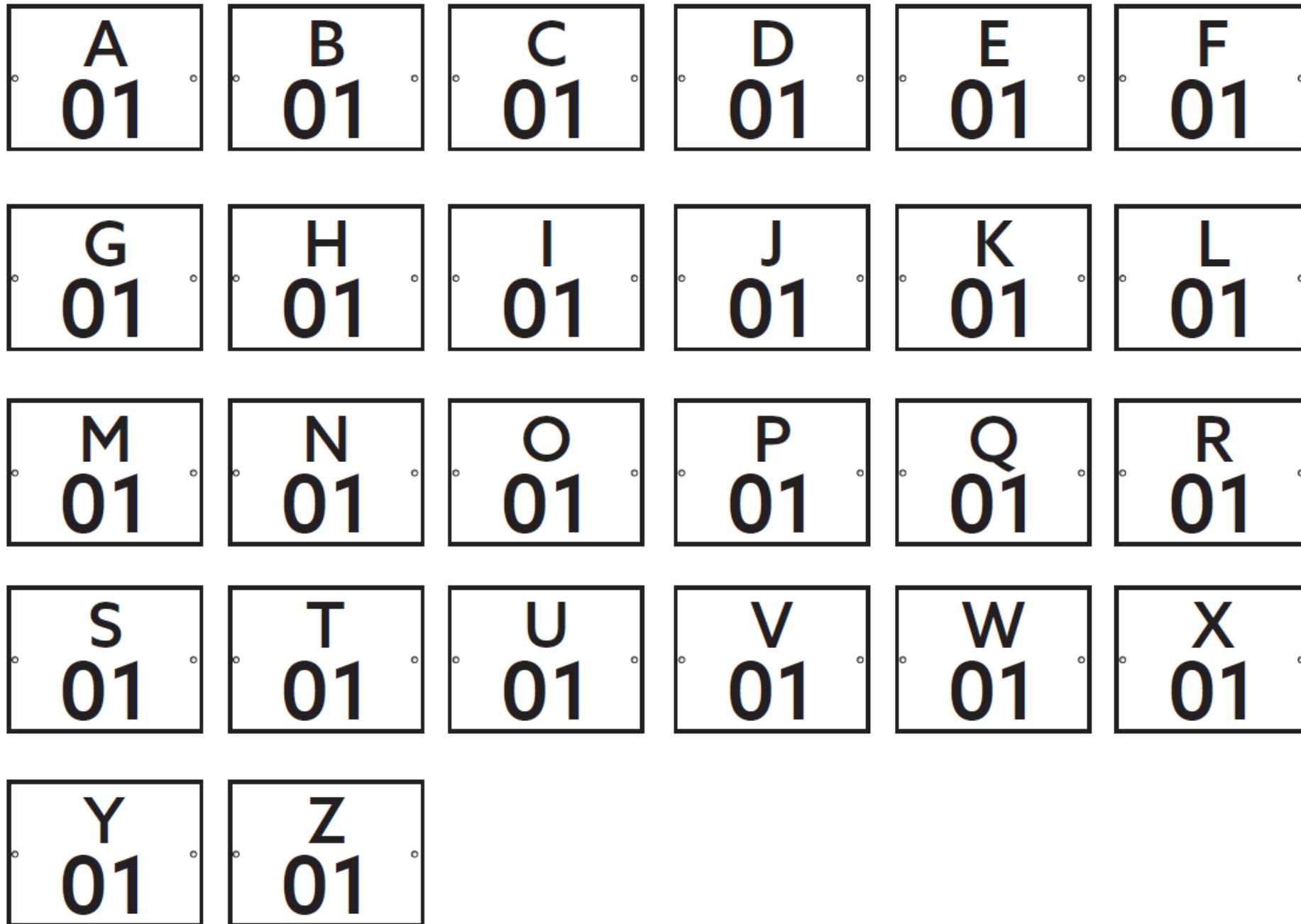
4343

BUILDING Clubhouse -
IDENTIFICATION
07.16 Qty. 1ea.

4227

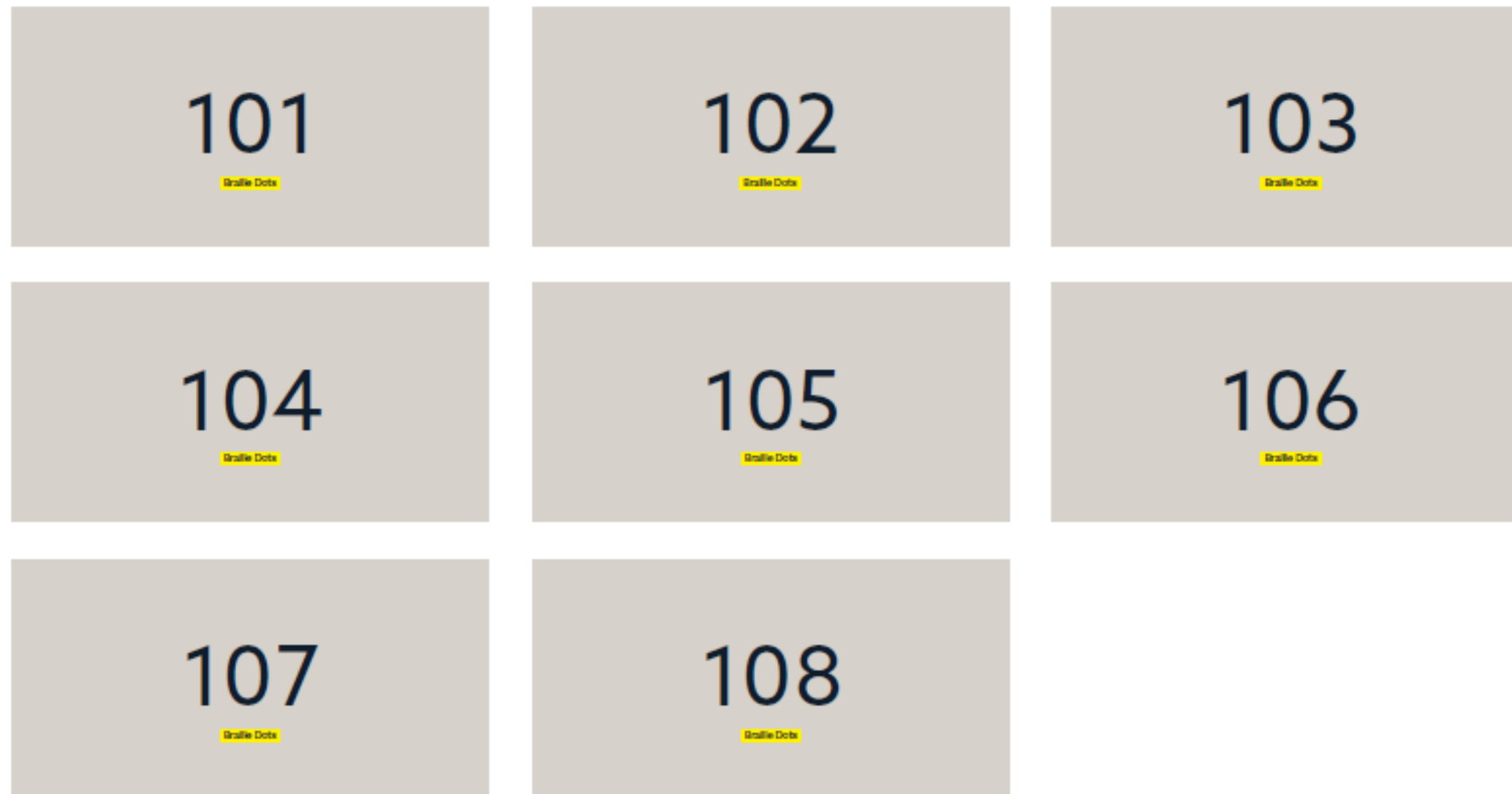
Union Garage Signs

GARAGE SIGNS
06.01 Qty. 1ea. (26 Total)

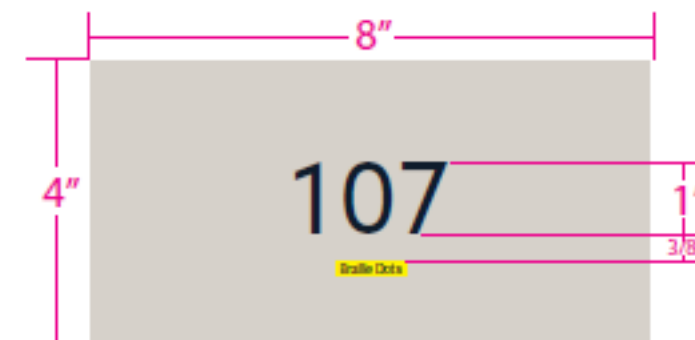


signs consisting of 3mm ACM panel with direct printed graphics and lamination. Signs to mount to 1"x12"trim board directly above building entry through the use of mechanical fasteners and snap caps.

Union Unit Signs - ADA - Interior



signs consisting of 8" W x 4" T, ADA Spec.



Unit Signage - ADA - Interior

10"H x 30"W signs consisting of 3mm ACM panel with direct printed graphics and lamination. Signs to mount to 1"x12" trim board directly above building entry through the use of mechanical fasteners and snap caps.

8" x 8"

OFFICE

1" H
3/8" H

8" x 8"

CONFERENCE ROOM

3/4" H
3/8" H

8" x 8"

RESTROOM

3.5" H
3/4" H
3/8" H

12"W

BIKE STORAGE

1" H
3/8" H

6"W

DK Blue: C 91 / M 75 / Y 55 / K 68
PMS Warm Gray 1C

2 Count

1 Count

2 Count

1 Count

3 Count

1 Count

1 Count

Unit Signage - ADA - Interior

FITNESS CENTER RULES

- USE OF THE FITNESS EQUIPMENT AND FACILITIES IS AT YOUR OWN RISK.
- CONSULT A PHYSICIAN PRIOR TO BEGINNING ANY EXERCISE PROGRAM.
- FOR YOUR SAFETY, READ EQUIPMENT AND INSTRUCTIONS PRIOR TO USE.
- IF OTHERS ARE WAITING TO USE THE EQUIPMENT, PLEASE LIMIT USE TO 20 MINUTES.
- DO NOT ATTEMPT TO MAKE ANY REPAIRS TO FITNESS EQUIPMENT. REPORT ANY MALFUNCTIONS TO MANAGEMENT.
- APPROPRIATE FOOTWEAR (TENNIS SHOES, AEROBIC SHOES) AND CLOTHING MUST BE WORN IN THE FITNESS FACILITIES.
- PLEASE WIPE DOWN EQUIPMENT AFTER USE.
- DO NOT REMOVE FITNESS EQUIPMENT FROM THE FITNESS CENTER.
- FAILURE TO COMPLY WITH THESE RULES WILL RESULT IN YOUR REMOVAL FROM THE FITNESS FACILITY.
- MANAGEMENT ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY INJURIES OR ILLNESS THAT MAY RESULT FROM THE USE OF THE FITNESS FACILITIES.
- MANAGEMENT ASSUMES NO RESPONSIBILITY FOR YOUR PERSONAL BELONGINGS.

IN CASE OF EMERGENCY CALL 911

36'H x 28'W sign consisting of 3mm ACM panel with direct print graphics and lamination in accordance with customer approved art. Signs to be mechanically fastened directly to fence.

Unit Signage - ADA - Interior

BARK PARK RULES

- DOG PARK RESERVED FOR RESIDENT USE ONLY.
- ALL DOGS MUST HAVE CURRENT VACCINATIONS.
- DOGS MUST BE AT LEAST 4 MONTHS OF AGE TO ENTER PARK.
- PLEASE PICK UP YOUR PET'S WASTE.
- AGGRESSIVE DOGS MUST BE REMOVED IMMEDIATELY.
- OWNERS MUST BE IN THE PARK AND SUPERVISE THEIR DOG(S) AT ALL TIMES.
- NO SMOKING, FOOD, OR GLASS CONTAINERS ALLOWED IN PARK.
- DOGS IN HEAT, AGGRESSIVE, OR SICK ARE NOT ALLOWED IN PARK.
- AGILITY COMPONENTS ARE FOR DOGS ONLY.
- USE PARK AT YOUR OWN RISK; OWNERS ARE SOLEY LIABLE FOR THEIR DOG(S) ACTIONS.
- NOTIFY MANAGEMENT OF ANY MISUSE OR BROKEN EQUIPMENT.

36'H x 28'W sign consisting of 3mm ACM panel with direct print graphics and lamination in accordance with customer approved art. Signs to be mechanically fastened directly to fence.

Unit Signage - ADA - Interior

PLAYGROUND RULES

- PLAY AREA RESERVED FOR RESIDENT USE ONLY.
- ADULT SUPERVISION IS RECOMMENDED.
- USE OF PLAYGROUND IS AT YOUR OWN RISK.
- NO ROUGH PLAY OR YELLING PERMITTED.
- DO NOT USE WHEN PLAYGROUND IS WET.
- NO BICYCLES, ROLLER SKATES OR SKATEBOARDS PERMITTED.
- SHOES ARE REQUIRED.
- NO PETS ALLOWED.
- NO GLASS OR BOTTLES ALLOWED.
- PLAYGROUND IS OPEN FROM SUNRISE TO SUNSET.
- MANAGEMENT IS NOT LIABLE FOR ANY INJURIES.
- NOTIFY MANAGEMENT OF ANY MISUSE OR BROKEN EQUIPMENT.
- **IN CASE OF EMERGENCY CALL 911.**

36'H x 28'W sign consisting of 3mm ACM panel with direct print graphics and lamination in accordance with customer approved art. Signs to be mechanically fastened directly to fence.

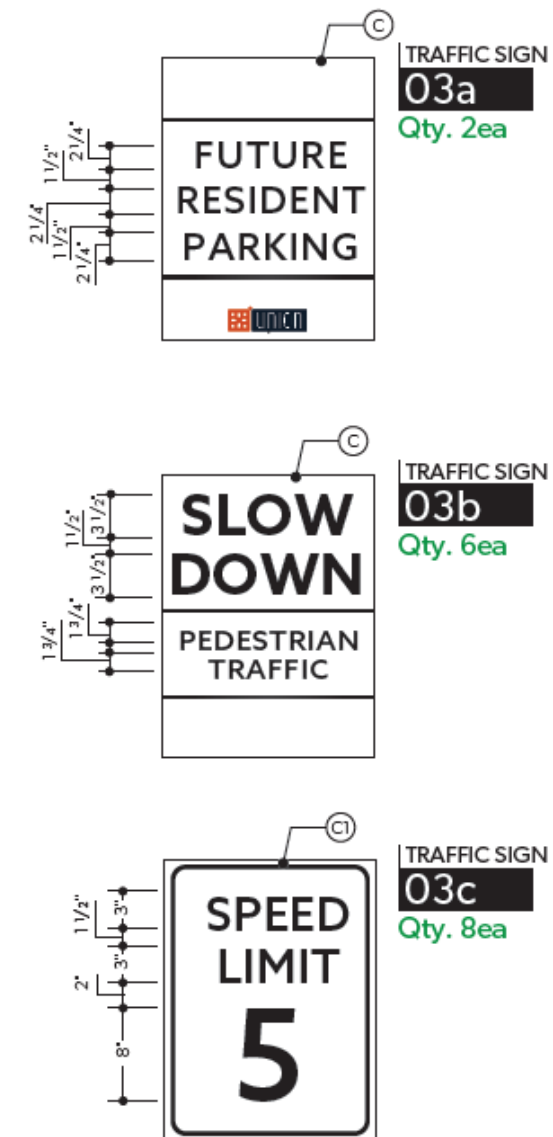
Unit Signage - ADA - Interior

DUMPSTER RULES

- RESIDENT USE ONLY PERMITTED. VIOLATORS WILL BE PROSECUTED.
- ALL TRASH MUST BE SECURELY BAGGED PRIOR TO DISPOSAL IN DUMPSTER.
- NO HAZARDOUS, TOXIC, OR FLAMMABLE MATERIALS ALLOWED.
- NO AUTO BATTERIES, OILS, OR PETROLEUM.
- NO FURNITURE OR LARGE APPLIANCES.
- BOXES MUST BE BROKEN DOWN.
- IF ANY ITEMS DO NOT FIT DUE TO AN ALREADY FULL DUMPSTER, WAIT FOR NEXT TRASH PICK-UP.
- CLOSE DUMPSTER LID COMPLETELY.
- DIGGING OR SCAVENGING IN DUMPSTER IS PROHIBITED.
- **NO PARKING IN FRONT OF DUMPSTER OR DUMPSTER ENCLOSURE.**

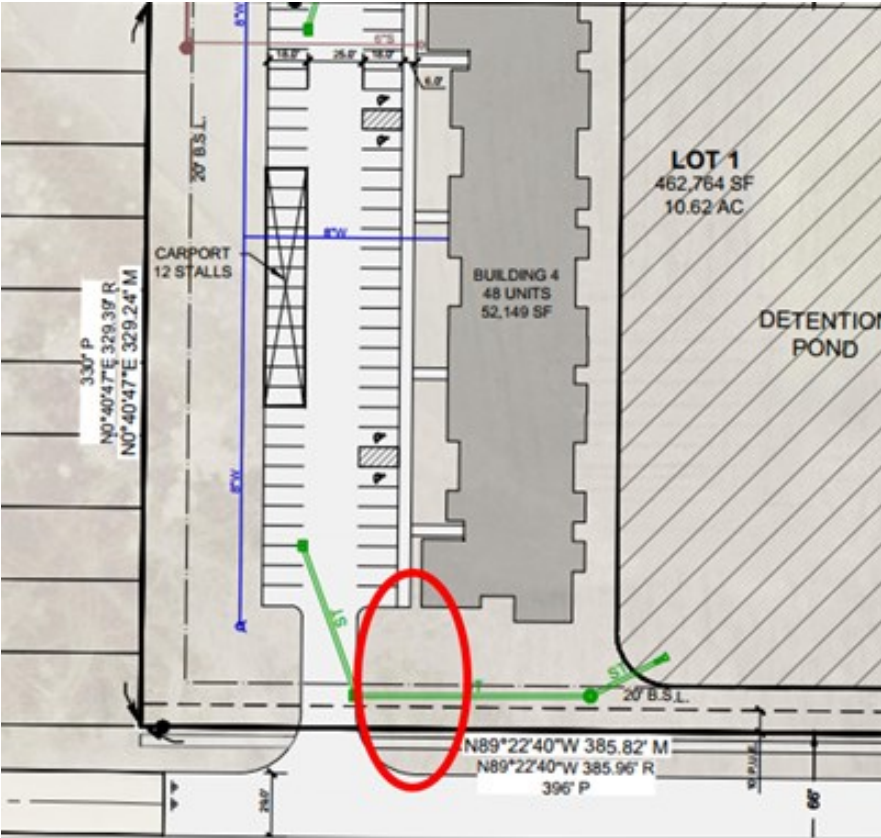
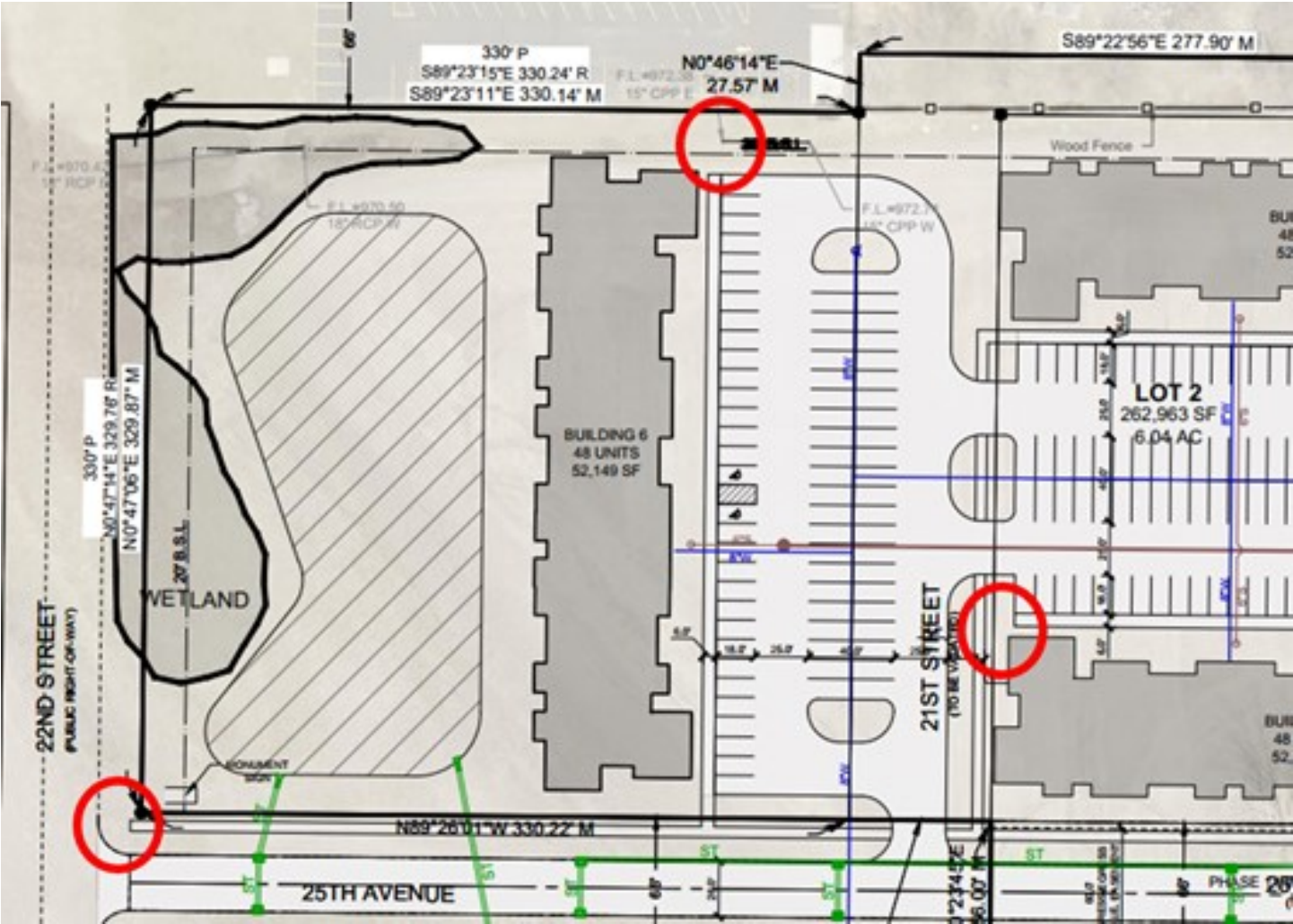
Unit Signage - ADA - Interior

36'H x 28'W sign consisting of 3mm ACM panel with direct print graphics and lamination in accordance with customer approved art. Signs to be mechanically fastened directly to fence.



24"H x 18"W sign consisting of (1) .080 aluminum panel with custom print graphics and lamination. with direct print graphics and lamination. Signs to be mechanically fastened directly to (1) 2"SQ galvanized post that is direct bury and set in concrete.

24"H x 18"W sign consisting of (1) .080 engineering grade reflective aluminum panel mechanically fastened directly to (1) 2"SQ galvanized post that is direct bury and set in concrete.



NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request of Union Development Holdings LLC to rezone property legally described as West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District.

You are further notified that the public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 26th day of February, 2024 in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush, City Clerk

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request of Union Development Holdings LLC to append a PR-1/Planned Residential Overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan.

You are further notified that the public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 26th day of February, 2024 in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6595

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REZONING PROPERTY LEGALLY DESCRIBED AS THE WEST ½ OF VACATED SOUTH 20TH STREET RIGHT-OF-WAY ABUTTING BLOCK 66, RAILROAD ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA FROM C-2/COMMERCIAL DISTRICT TO R-3/LOW DENSITY MULTIFAMILY RESIDENTIAL DISTRICT AS SET FORTH AND DEFINED IN CHAPTER 15.10 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, WITH SPECIFIC REQUIREMENTS AS SET FORTH BELOW.

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

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2020 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by rezoning property legally described as the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District as set forth and defined in Chapter 15.10 of the Municipal Code of Council Bluffs, Iowa.

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

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

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

ADOPTED AND APPROVED

February 12, 2024

ROGER SANDAU

Mayor Pro Tem

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 2-12-2024

Second Consideration: _____

Public Hearing: _____

Third Consideration: _____

ORDINANCE NO. 6596

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY APPENDING A PLANNED RESIDENTIAL OVERLAY ONTO PROPERTY LEGALLY DESCRIBED AS LOTS 1 AND 2, UNION AT BLUFFS RUN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AS SET FORTH AND DEFINED IN CHAPTER 15.28 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

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

CITY OF COUNCIL BLUFFS, IOWA

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2020 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by appending a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, as defined in Chapter 15.28 of the Municipal Code of Council Bluffs, Iowa and pursuant to all development standards set forth in attached “Planning Commission Communication” and “Attachments A-F”.

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

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

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

ADOPTED AND APPROVED

February 12, 2024

ROGER SANDAU

Mayor Pro Tem

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 2-12-2024

Second Consideration: _____

Public Hearing: _____

Third Consideration: _____

Council Communication

Department: Community

Development

Case/Project No.:

Resolution 24-50 and Ordinance

6600

Council Action: 2/26/2024

Submitted by: Courtney Harter,

ITEM 5.B.

Director, Community Development

Department

Description

Resolution determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the city; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 1 to the 23rd Avenue Urban Renewal Plan.

Ordinance providing that general property taxes levied and collected each year on all property located within the 23rd Avenue Urban Renewal Area by and for the benefit of the State of Iowa, City of Council Bluffs, County of Pottawattamie, Council Bluffs Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the 23rd Avenue Urban Renewal Area (the 23rd Avenue Urban Renewal Plan as amended by Amendment No. 1.)

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/16/2024
Legal Description	Legal Description	2/16/2024
Map of the 23rd Avenue Urban Renewal Area, as amended	Map	2/16/2024
Amendment No. 1 to the 23rd Avenue Urban Renewal Plan	Other	2/16/2024
Resolution 24-50	Resolution	2/21/2024
Ordinance 6600	Ordinance	2/21/2024

Council Communication

Department: Community Development	Ordinance No.: Resolution No.: 24-	P.H. and First Reading: 2-26-2024 Second Reading: 3-11-2024 Third Reading: Request Waive
Case/Project No.: URN-24-001		
Subject/Title		
Amendment for the 23 rd Avenue Urban Renewal Area		
Location		
Generally located south of 22 nd Avenue and north of Interstate 29 from 14 th Street to 22 nd Street		
Legal Description: Attached		
Background/Discussion		
<u>Background</u> In 2023, the City began working with Union At Bluffs Run, LP (The Annex Group) for the development of vacant, blighted land located west of 19 th Street to 22 nd Street located in the 23 rd Avenue Urban Renewal Area. The developer proposes the construction of 192 housing units within approximately 5 apartment buildings. Because of the needed improvements to infrastructure, the site has been determined to meet the definition of blight under Chapter 403 of the Iowa Code. The current 23 rd Avenue Urban Renewal Area will also be expanded to include the ROW located to the north and west of the current area. Map is attached showing the addition to the urban renewal area. Under Chapter 403 of the Iowa Code, Iowa law allows municipalities to establish urban renewal areas to finance public improvements such as streets, sewers, sidewalks, and other infrastructure related to residential, commercial, or industrial development; to redevelop slum or blighted areas; to fund private economic development; and to finance construction of low and moderate income housing. <u>Discussion</u> On January 15, 2024 the City Council passed a resolution of necessity which directed staff to initiate the process of amending the 23 rd Avenue Urban Renewal Area This resolution established the following actions and timeframes: 1-23-2024 Consultation meeting to be held with other taxing jurisdictions 2-26-2024 City Council public hearing on the amended urban renewal plan The consultation hearing was held on January 23, 2023 and no public attended. Additionally, no written correspondence has been received by the Community Development Department either in support or against the amended plan. Urban renewal assistance has been requested to create new economic development through residential housing in the area. The resulting private development of land will be assisted to ensure adequate urban densities can be achieved which can sustain municipal services and facilities. Staff has reviewed the owners’ proposal and believes the use of urban renewal/tax increment financing (TIF) is appropriate. A separate development agreement will be negotiated between the City Council and Union At Bluffs Run, LP regarding the specifics of the TIF incentives.		
Staff Recommendation		
The Community Development Department recommends approval of the amendment for the 23 rd Avenue Urban Renewal Area Plan for the City of Council Bluffs.		
Attachments		
1. Proposed 23 rd Avenue Urban Renewal Area Map 2. Resolution for Proposed 23 rd Avenue Urban Renewal Area 3. Draft 23 rd Avenue Urban Renewal Area Plan 4. Legal Description		

Submitted by: Courtney Harter, Director of Community Development

**LEGAL DESCRIPTION OF
THE URBAN RENEWAL AREA, AS AMENDED BY AMENDMENT NO. 1**

ALL OF BLOCKS 4 THROUGH 11, 16 THROUGH 21, 25, 32 THROUGH 41, 44 THROUGH 53, 60 THROUGH 69, 74 THROUGH 81, 88 THROUGH 95, RAILROAD ADDITION, LOTS 1 THROUGH 32, COY SUBDIVISION, LOTS 1 THROUGH 6, THALLAS SUBDIVISION, LOTS 1 THROUGH 14, WYATT SUBDIVISION, INCLUDING ALL ALLEYS AND RIGHT-OF-WAY LOCATED THEREIN, AND ALL OF SOUTH 24TH STREET RIGHT-OF-WAY FROM THE NORTH RIGHT-OF-WAY LINE OF 27TH AVENUE TO THE NORTH RIGHT-OF-WAY LINE OF 23RD AVENUE, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

MAP OF 23rd AVENUE URBAN RENEWAL AREA, AS AMENDED,
AND IDENTIFYING THE AMENDMENT NO. 1 SUBAREA

23rd Avenue Renewal Area



02288112\10342-198

AMENDMENT NO. 1

to the

23rd AVENUE
URBAN RENEWAL PLAN

for the

23rd AVENUE
URBAN RENEWAL AREA

COUNCIL BLUFFS, IOWA

Original Area – 2004
Amendment No. 1 – 2024

**Amendment No. 1
to the
23rd Avenue Urban Renewal Plan
for the
23rd Avenue Urban Renewal Area
City of Council Bluffs, Iowa**

INTRODUCTION AND HISTORY

The 23rd Avenue Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the 23rd Avenue Urban Renewal Area (“Area” or “Urban Renewal Area”) adopted in May 2004 is being amended by this Amendment No. 1 to the Plan (“Amendment No. 1” or “Amendment”) to add to the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area and to add land to the Urban Renewal Area.

Except as modified by this Amendment No. 1, the provisions of the Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 1 shall control. Any subsections not mentioned in this Amendment No. 1 shall continue to apply to the Plan.

DESCRIPTION OF AREA

The land included in the Urban Renewal Area by the original Plan is referred to as Original Subarea of the Urban Renewal Area. The land being added to the Urban Renewal Area by this Amendment may be referred to as the "Amendment No. 1 Subarea." The legal description of the Area, as amended by this Amendment, is attached hereto as Exhibit A. A map of the entire Urban Renewal Area, as amended, and identifying the Amendment No. 1 Subarea, is attached as Exhibit B.

BASE VALUE

The property in the Amendment No. 1 Subarea is non-taxable right of way and is not anticipated to be added to the Tax Increment Financing (“TIF”) ordinance. Nothing in this Amendment otherwise affects any already established frozen base value for the Original Subarea.

AREA DESIGNATION

The Urban Renewal Area, as amended, continues to be a blighted area that is appropriate for, inter alia, residential redevelopment.

DEVELOPMENT PLAN

The Urban Renewal Plan, as amended, and this Amendment, are in conformity with the Bluffs Tomorrow: 2030 Comprehensive Plan, adopted in 2014 and amended in 2015, which is the City of Council Bluffs’ (“City”) general plan for the development of the City as a whole.

This Plan does not in any way replace or modify the City’s current land use planning or zoning regulation process. Any need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in the Plan, as amended.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 1)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, the eligible urban renewal projects under this Amendment No. 1 include:

1. ***Development Agreement with Union at Bluffs Run, LP:*** The City expects to consider a development agreement with Union at Bluffs Run, LP (or a related entity) (the “Developer”) for Developer to assist with the City’s blight remediation efforts by constructing approximately 192 Housing Units within approximately 4 apartment buildings and the Infrastructure Improvements to support the development of those Housing Units within the Urban Renewal Area. The development agreement would provide detailed terms and conditions under which the City may make annual grant payments to the Developer in the amount of up to 100% of the Tax Increment generated by construction of the Housing Units for up to fifteen (15) fiscal years. The total amount of the grants is not to exceed the lesser of the amount calculated under the applicable formula included in the development agreement or \$10,000,000.

2. ***Planning, engineering fees (for urban renewal plans), attorney fees, administration, other related costs to support urban renewal projects and planning:***

Project	Estimated Date	Estimated Cost to be funded by TIF Funds
Fees and Costs	Undetermined	Not to exceed \$50,000

FINANCIAL DATA

1.	Current constitutional debt limit:	\$310,783,954
2.	Current outstanding general obligation debt:	\$55,080,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 1) has not yet been determined. This document is for planning purposes only. The estimated	\$10,050,000 This does not include

	project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. Subject to the foregoing, it is estimated that the City's costs for the Eligible Urban Renewal Projects (Amendment No. 1) as described above will be approximately as stated in the next column:	financing costs related to debt issuance, which may be incurred over the life of the Area.
--	---	--

URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

B. General Obligation Bonds.

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

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

urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

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

EFFECTIVE PERIOD

This Amendment No. 1 will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code. Because the Area is designated as blighted, the division of revenue is not subject to any statutory termination date and any prior voluntary termination date in the Plan is hereby removed.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan in conflict with this Amendment are hereby repealed.

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

EXHIBIT A

LEGAL DESCRIPTION OF THE URBAN RENEWAL AREA, AS AMENDED BY AMENDMENT NO. 1

ALL OF BLOCKS 4 THROUGH 11, 16 THROUGH 21, 25, 32 THROUGH 41, 44 THROUGH 53, 60 THROUGH 69, 74 THROUGH 81, 88 THROUGH 95, RAILROAD ADDITION, LOTS 1 THROUGH 32, COY SUBDIVISION, LOTS 1 THROUGH 6, THALLAS SUBDIVISION, LOTS 1 THROUGH 14, WYATT SUBDIVISION, INCLUDING ALL ALLEYS AND RIGHT-OF-WAY LOCATED THEREIN, AND ALL OF SOUTH 24TH STREET RIGHT-OF-WAY FROM THE NORTH RIGHT-OF-WAY LINE OF 27TH AVENUE TO THE NORTH RIGHT-OF-WAY LINE OF 23RD AVENUE, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

EXHIBIT B

MAP OF 23rd AVENUE URBAN RENEWAL AREA, AS AMENDED, AND IDENTIFYING THE AMENDMENT NO. 1 SUBAREA

23rd Avenue Renewal Area



02288112\10342-198

RESOLUTION 24-50

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

February 26, 2024

7:00 P.M.

23rd Avenue Urban Renewal Plan

- Public hearing on the proposed Amendment No. 1 to the 23rd Avenue Urban Renewal Plan
- Resolution determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 1 to the 23rd Avenue Urban Renewal Plan
- Consideration of Ordinance for the division of revenues under Section 403.19, Code of Iowa, for the 23rd Avenue Urban Renewal Plan

IMPORTANT INFORMATION

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

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

February 26, 2024

The City Council of the City of Council Bluffs, 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 Walsh, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 1 to the 23rd Avenue Urban Renewal Plan, the Mayor first asked for the report of the Director of Community Development, or her delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Director of Community Development, or her delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written comments had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written comments thereto had been filed. The Mayor then called for any oral comments to the adoption of the Amendment No. 1 to the 23rd Avenue Urban Renewal Plan and _____ were made. The public hearing was then closed.

{ Attach summary of comments here,
or include summary of comments in meeting minutes }

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE 23RD AVENUE URBAN RENEWAL PLAN" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 24-50

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 1 TO THE 23RD AVENUE URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 04-111, adopted May 24, 2004, 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 23rd Avenue Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the 23rd Avenue Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Pottawattamie County; and

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

All of Blocks 4 through 11, 18 through 21, 25, 32 through 39, 46 through 53, 60 through 67, 74 through 81, 88 through 95, Railroad Addition, Lots 1 through 32, Coy Subdivision, Lots 1 through 6, Thallas Subdivision, Lots 1 through 14, Wyatt Subdivision, and including all alleys and right-of-way located therein, City of Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, a proposed Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area and to add land to the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 1 adds land to the Urban Renewal Area such that the Area, as amended, will include the following:

ALL OF BLOCKS 4 THROUGH 11, 16 THROUGH 21, 25, 32 THROUGH 41, 44 THROUGH 53, 60 THROUGH 69, 74 THROUGH 81, 88 THROUGH 95, RAILROAD ADDITION, LOTS 1 THROUGH 32, COY SUBDIVISION, LOTS 1 THROUGH 6, THALLAS SUBDIVISION, LOTS 1 THROUGH 14, WYATT SUBDIVISION, INCLUDING ALL ALLEYS AND RIGHT-OF-WAY LOCATED THEREIN, AND ALL OF SOUTH 24TH STREET RIGHT-OF-WAY FROM THE NORTH RIGHT-OF-WAY LINE OF 27TH AVENUE TO THE

NORTH RIGHT-OF-WAY LINE OF 23RD AVENUE, CITY OF COUNCIL
BLUFFS, POTTAWATTAMIE COUNTY, IOWA; and

WHEREAS, by resolution adopted on January 15, 2024, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 1 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 1 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Director of Community Development, or her delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 1 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Daily Nonpareil, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 1, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 1 concerning the area of the City of Council Bluffs, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 1 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines

that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be a blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 1 to the 23rd Avenue Urban Renewal Plan of the City of Council Bluffs, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 1 to the 23rd Avenue Urban Renewal Plan for the City of Council Bluffs, State of Iowa"; Amendment No. 1, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 1 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Plan as amended by Amendment No. 1 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 1 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Pottawattamie County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 1, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 26th day of February, 2024.

Mayor

ATTEST:

City Clerk

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

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

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 Council hereto affixed this 27th day of February, 2024.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

02293090\10342-198

ORDINANCE NO. 6600

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE 23RD AVENUE URBAN RENEWAL AREA, IN CITY OF COUNCIL BLUFFS, COUNTY OF POTTAWATTAMIE STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF COUNCIL BLUFFS, COUNTY OF POTTAWATTAMIE, COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE 23RD AVENUE URBAN RENEWAL AREA (**THE 23RD AVENUE URBAN RENEWAL PLAN AS AMENDED BY AMENDMENT NO. 1**)

WHEREAS, the City Council of the City of Council Bluffs, State of Iowa, ("City") after public notice and hearing as prescribed by law and pursuant to Resolution No. 04-111 passed and approved on the 24th day of May, 2004, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the 23rd Avenue Urban Renewal Area, which Urban Renewal Area included the lots and parcels located within the area legally described as follows:

All of Blocks 4 through 11, 18 through 21, 25, 32 through 39, 46 through 53, 60 through 67, 74 through 81, 88 through 95, Railroad Addition, Lots 1 through 32, Coy Subdivision, Lots 1 through 6, Thallas Subdivision, Lots 1 through 14, Wyatt Subdivision, and including all alleys and right-of-way located therein, City of Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, on February 26, 2024 by Resolution No. _____ the City adopted an Amendment No. 1 to the Urban Renewal Plan ("Amendment No. 1" or "Amendment"), which Amendment added land to the 23rd Avenue Urban Renewal Area ("Urban Renewal Area") such that the Urban Renewal Area, as amended, includes all of the following:

ALL OF BLOCKS 4 THROUGH 11, 16 THROUGH 21, 25, 32 THROUGH 41, 44 THROUGH 53, 60 THROUGH 69, 74 THROUGH 81, 88 THROUGH 95, RAILROAD ADDITION, LOTS 1 THROUGH 32, COY SUBDIVISION, LOTS 1 THROUGH 6, THALLAS SUBDIVISION, LOTS 1 THROUGH 14, WYATT SUBDIVISION, INCLUDING ALL ALLEYS AND RIGHT-OF-WAY LOCATED THEREIN, AND ALL OF SOUTH 24TH STREET RIGHT-OF-WAY FROM THE NORTH RIGHT-OF-WAY LINE OF 27TH AVENUE TO THE NORTH RIGHT-OF-WAY LINE OF 23RD AVENUE, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA; and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Council Bluffs, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Council Bluffs, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Council Bluffs, County of Pottawattamie, Council Bluffs Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Council Bluffs, State of Iowa, certifies to the Auditor of Pottawattamie County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Council Bluffs, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Council Bluffs, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for

the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Council Bluffs, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 11th day of March, 2024.

Mayor

ATTEST:

City Clerk

First Consideration: 2-26-24

Second Consideration: 3-11-24

Public Hearing: n/a

Third Consideration:

PASSED AND APPROVED: March 11, 2024.

I, Jodi Quakenbush, City Clerk of the City of Council Bluffs, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. 6600 passed and approved by the City Council of the City at a meeting held March 11, 2024, signed by the Mayor on _____, 2024, and published in the Daily Nonpareil on _____, 2024.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

02296527\10342-198

Council Communication

Department: Parks and Recreation
Case/Project No.: City-wide
Parking Lot Upgrade for Big Lake
Park parking lots and Valley View
Park parking lot
Submitted by: Vincent Martorello

Resolution 24-51
ITEM 5.C.

Council Action: 2/26/2024

Description

Resolution authorizing the City wide parking lot upgrade project for Big lake Park parking lot and Valley View Park parking lot.

Background/Discussion

The City Council approved \$250,000 in the FY 24 CIP and \$150,000 in the FY 25 CIP for a total funding amount of \$400,000. This funding will allow for improvements to the northeast and northwest Big Lake Park parking lots along Big Lake Road and for the parking area within Valley View Park at the north end of the parking lot. In general, the upgrades for both the parking lots will include removing damaged areas of asphalt, installing a new sub base in certain areas, and placing a new top coat of asphalt.

After a recent processing of an invoice for additional design work the amount available for construction is \$341,000. This additional design work was to extend the Iowa Riverfront Trail from its current termination location near the tennis courts to Big Lake Road. The will allow users to travel to Big Lake Road without having to enter the parking lot.

The opinion of probable cost has been reviewed and cost reductions can occur by Parks Maintenance staff completing some of the work. With these cost reductions, the adjusted cost opinion is \$357,688. The cost opinion still exceeds the available budget by \$16,688. Therefore, Valley View Park parking lot will be made a bid alternate should the bid amount exceed the available budget. This will allow the City to proceed with Big Lake Park parking lots, which are in worse condition. Should this occur, then repairs to the worse areas within Valley View Park parking lot will be considered.

Recommendation

Authorize the Mayor to initiate the City-wide Parking Lot Upgrade Project for Big Lake Park parking lots and Valley View Park Parking lot, Project #R24-01 by issuing a bid for the project.

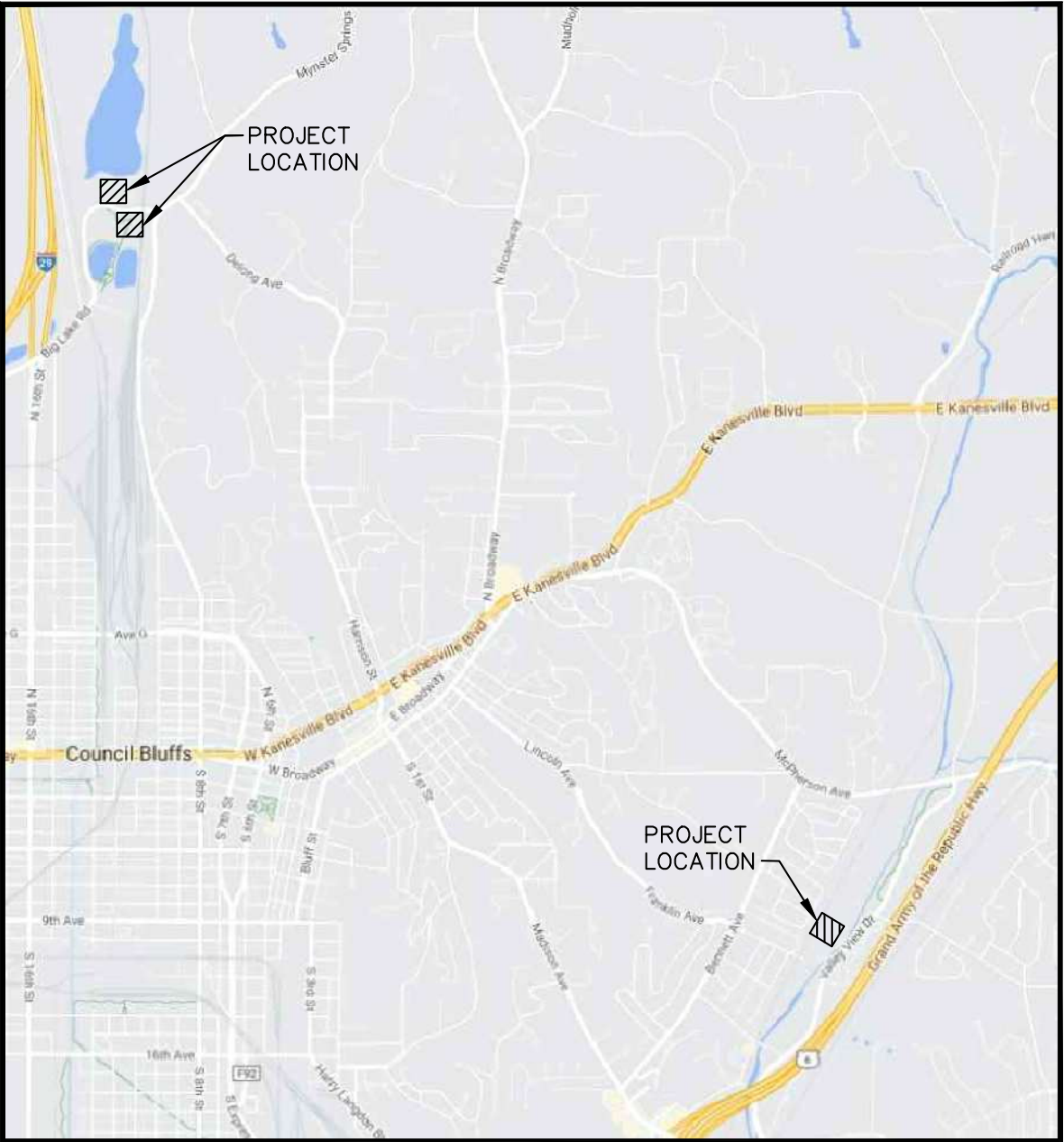
ATTACHMENTS:

Description	Type	Upload Date
Plans	Resolution	2/16/2024
Resolution 24-51	Resolution	2/21/2024

COUNCIL BLUFFS PARKS PARKING LOTS BIG LAKE PARK AND VALLEY VIEW PARK

CITY PROJECT NO. R24-01

PARKS AND RECREATION DEPARTMENT
CITY OF COUNCIL BLUFFS, IOWA



INDICATES PROJECT LOCATION

LOCATION MAP
COUNCIL BLUFFS, IOWA
NO SCALE

PAGE NO.	DESCRIPTION
A.01	TITLE SHEET
B.01-.03	SITE DETAILS
C.01	GENERAL NOTES AND LEGEND
C.02-.03	ESTIMATED QUANTITIES AND ESTIMATE REFERENCE NOTES
D.01	BIG LAKE PARK – NORTHWEST LOT
D.02	BIG LAKE PARK – NORTHEAST LOT
D.03	BIG LAKE PARK – NORTHEAST LOT PAVING PLAN
D.04	VALLEY VIEW PARK SITE PLAN

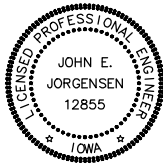
VERTICAL CONTROL

BENCHMARK OF ORIGIN: NGS W182, 1989 NAVD '88 ELEVATION = 1016.21
AT 207 SCOTT STREET, SET VERTICALLY IN THE WEST FACE OF WASHINGTON SCHOOL, 46.3 FEET EAST OF THE CENTER OF THE STREET, 4.6 FEET ABOVE THE GROUND SURFACE AND 1.8 SOUTH OF THE NORTHWEST CORNER OF THE BUILDING.

THESE DOCUMENTS SHALL NOT
BE SCANNED, COPIED, OR
DUPLICATED IN ANY MANNER.

SPECIFICATIONS

THE URBAN STANDARD SPECIFICATIONS
FOR PUBLIC IMPROVEMENTS, 2024, AND
CITY OF COUNCIL BLUFFS SUPPLEMENTAL
SPECIFICATIONS 2024, SHALL APPLY TO
THIS PROJECT.



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

JOHN E. JORGENSEN
My license renewal date is December 31, 2025.

Pages or sheets covered by this seal:
A.01, B.01, B.02, B.03, C.01, C.02, C.03, D.01, D.02, D.03, D.04

PROGRESS SET
Feb 06, 2024
NOT FOR
CONSTRUCTION

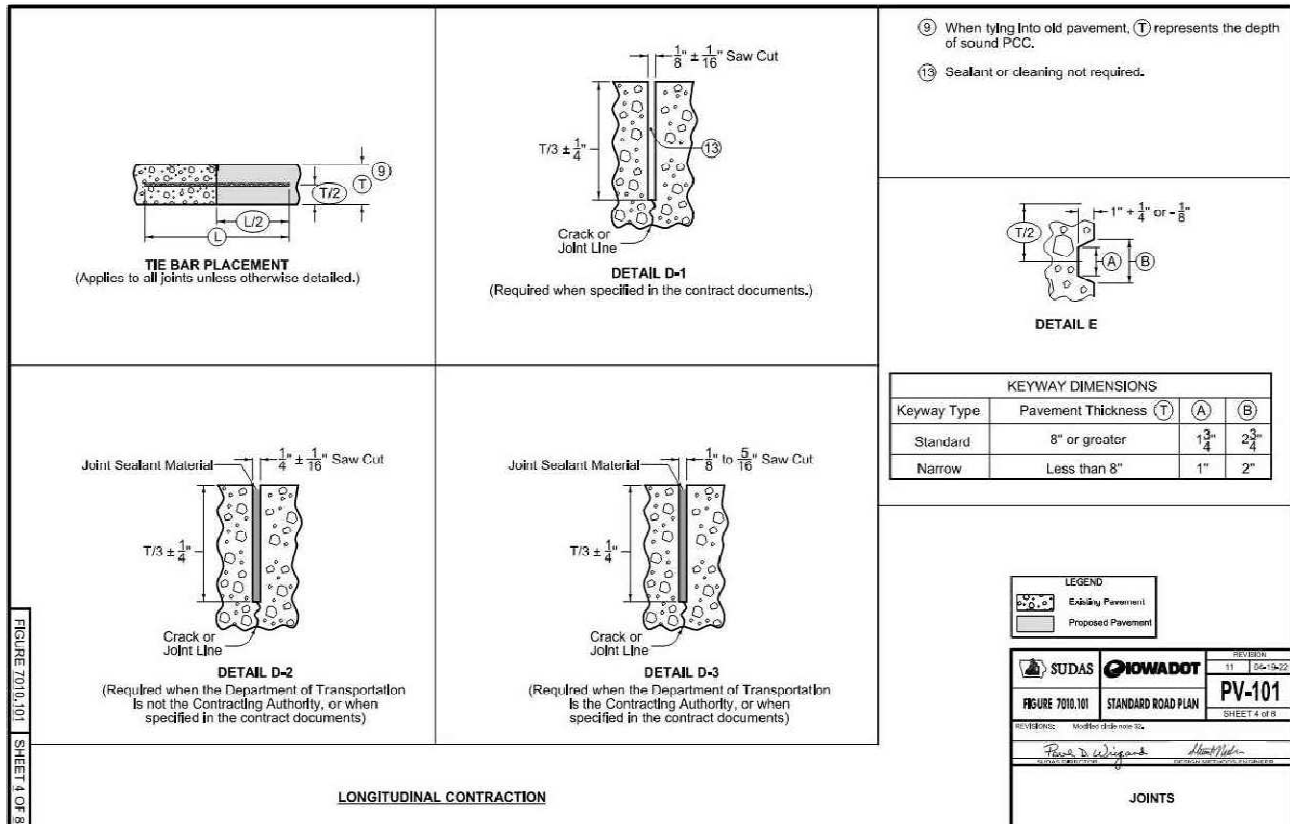
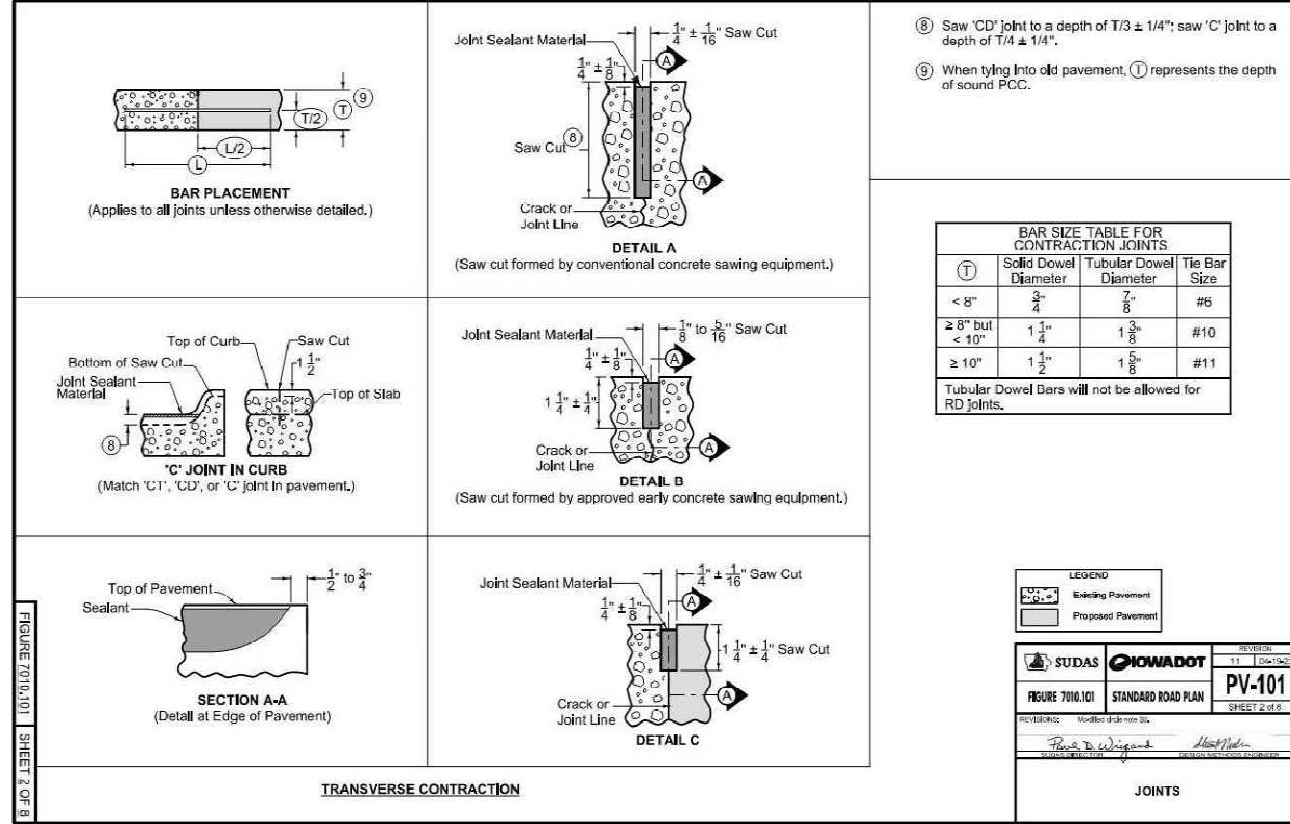
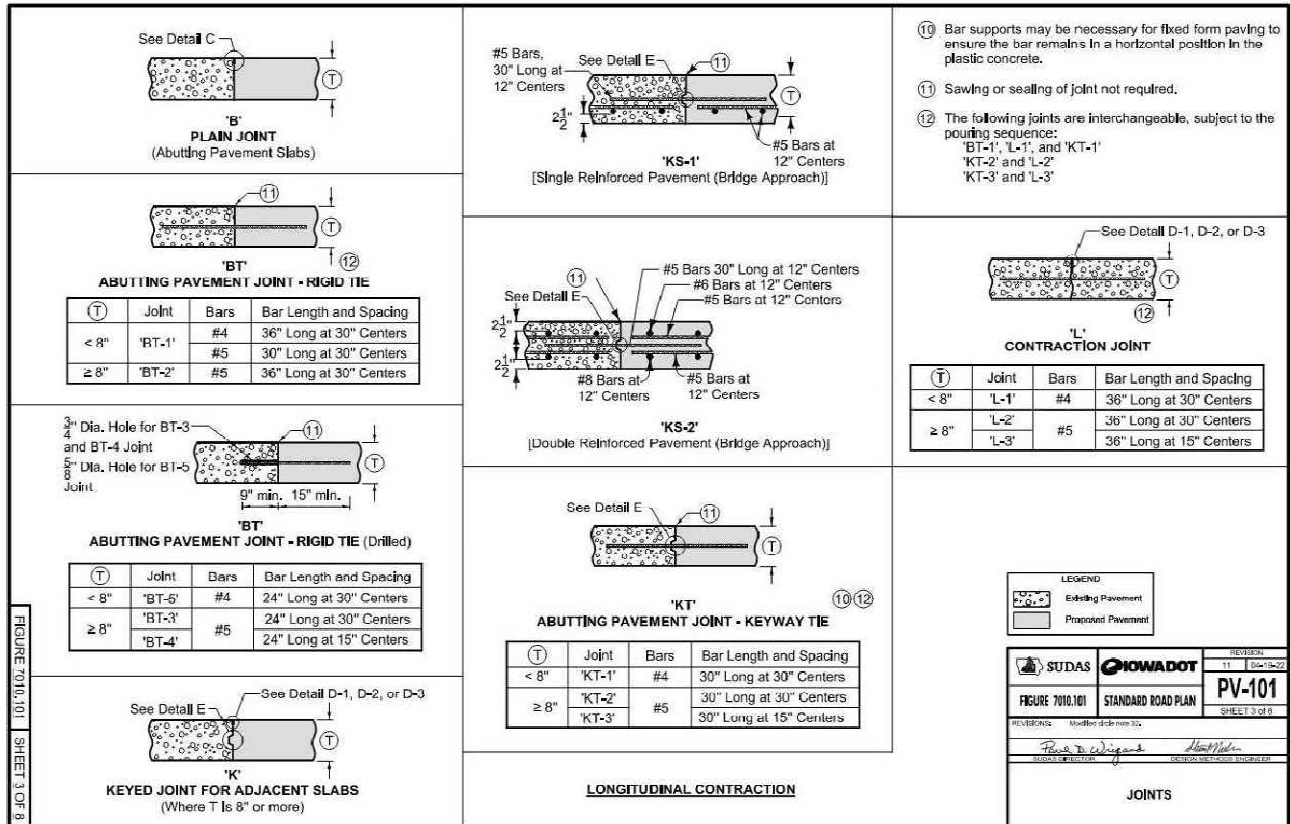
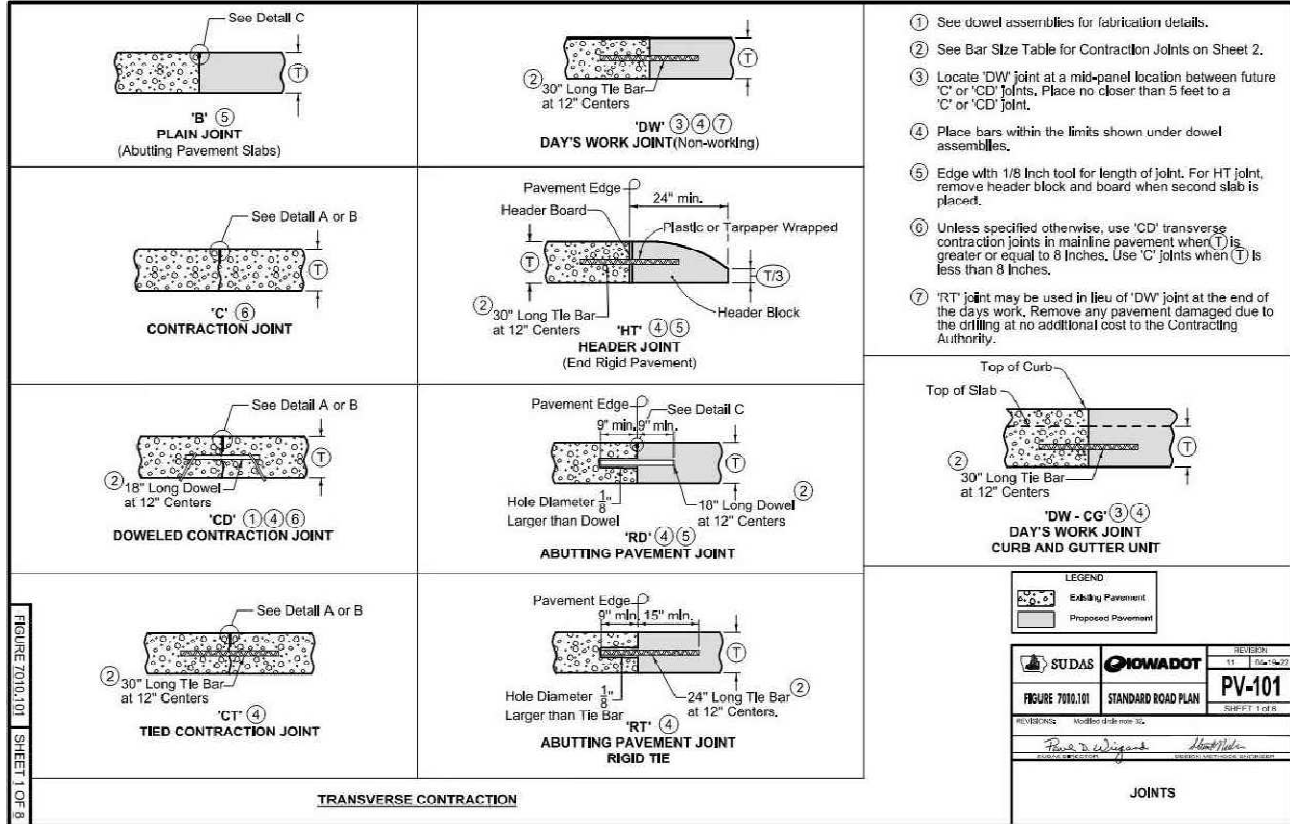
hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

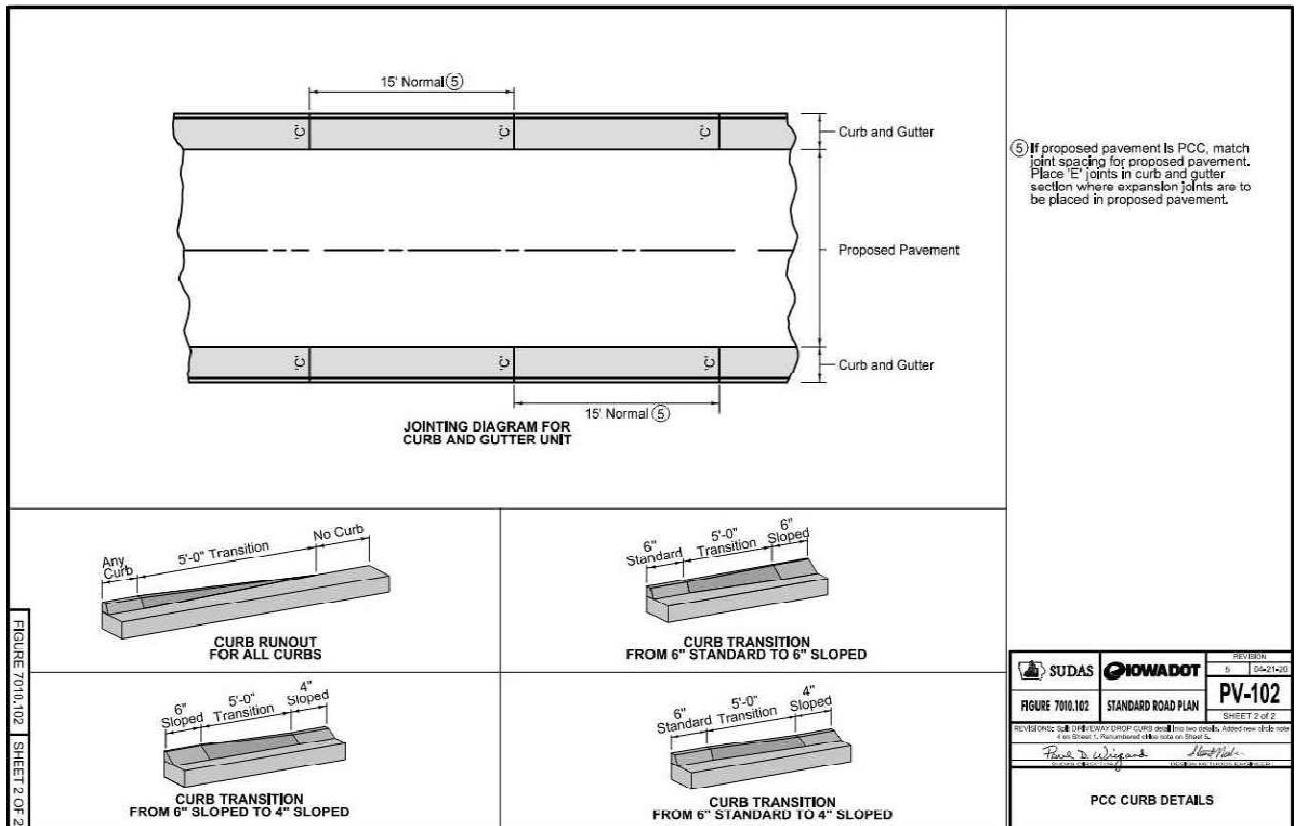
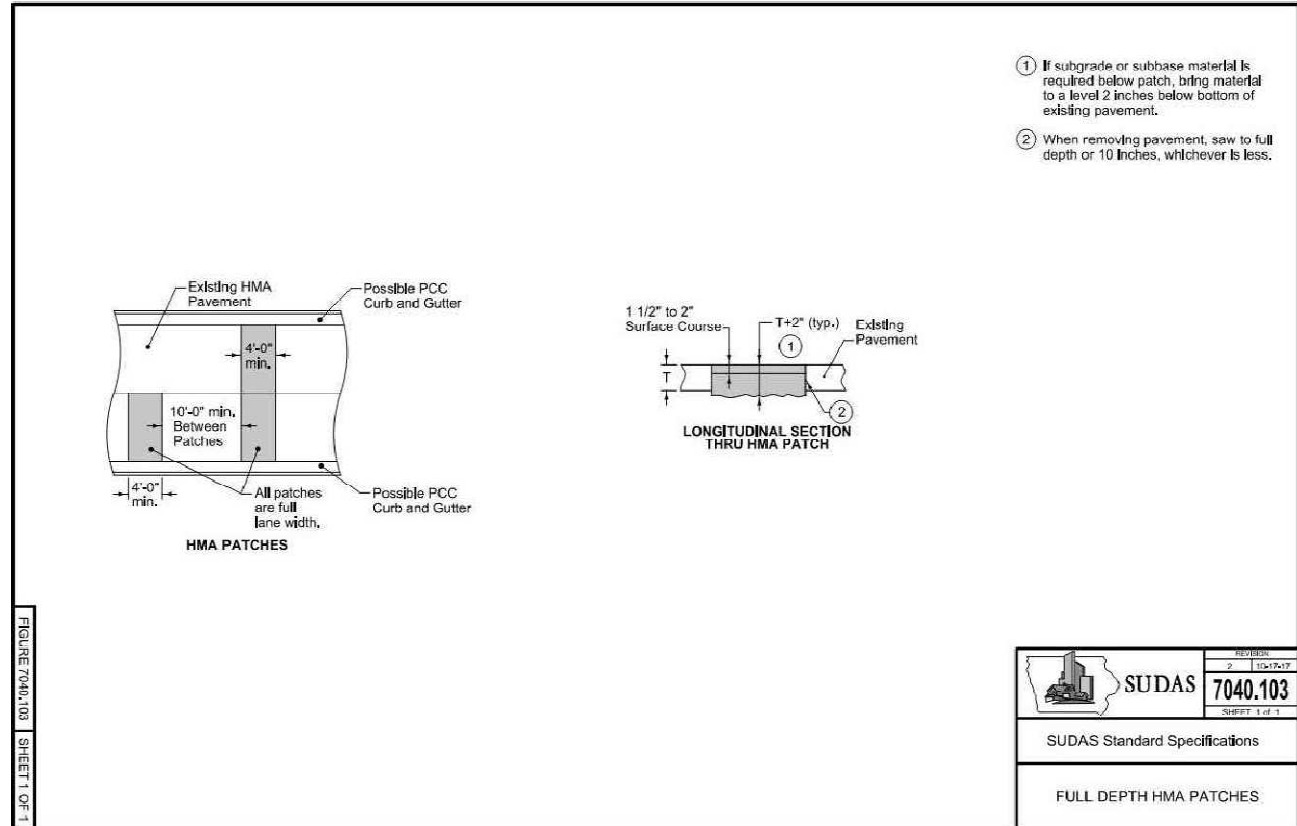
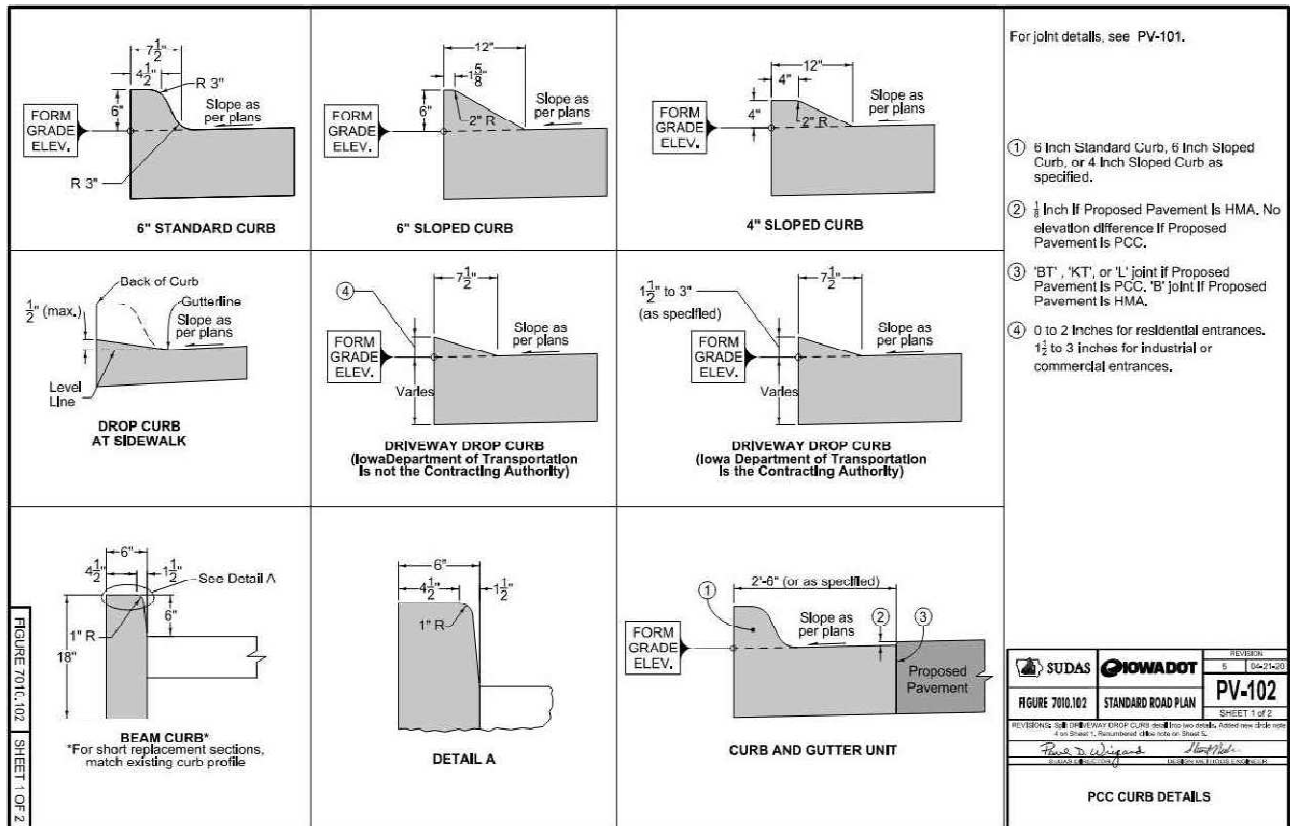
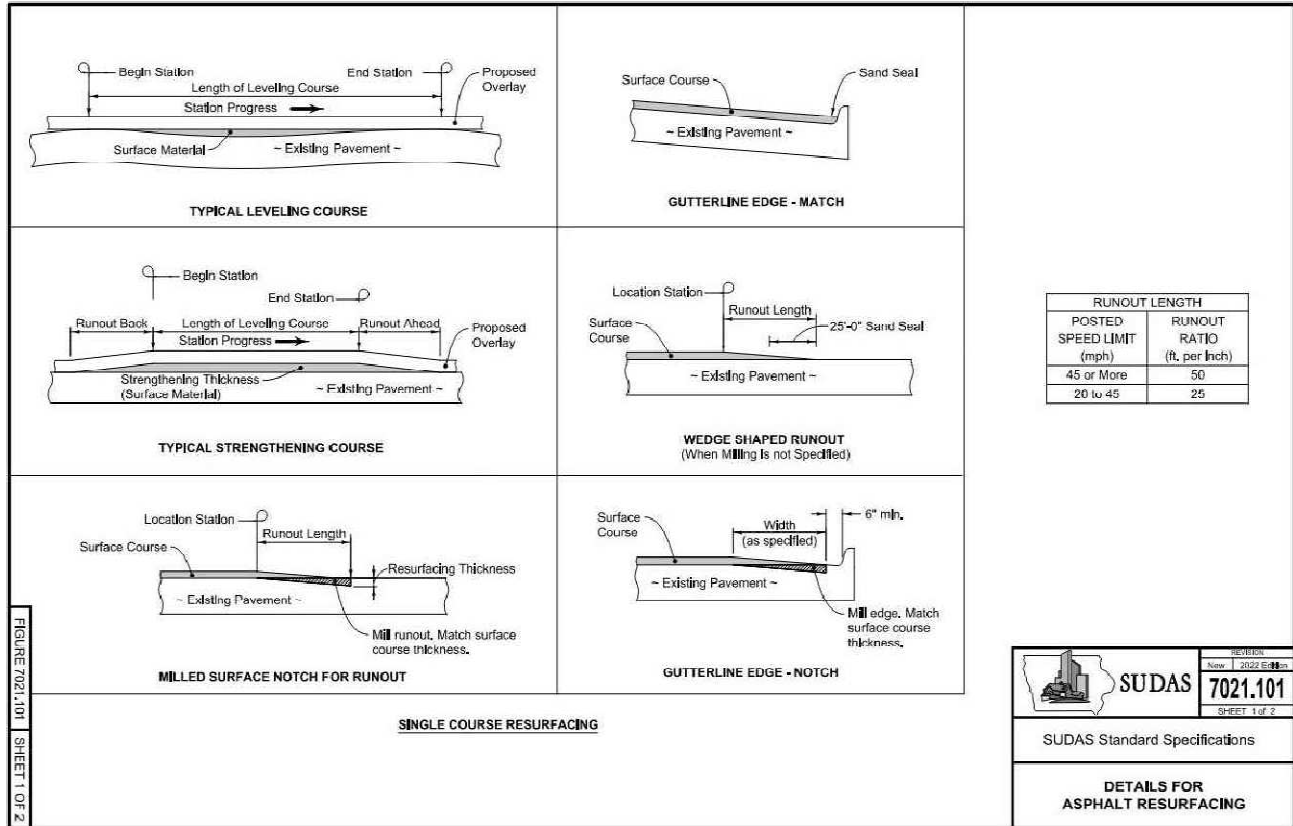
this drawing is being made available by hgm associates inc. for use on this project in accordance with hgm associates inc. agreement for associates inc. assumes no liability for any use of this drawing or any part thereof except as provided with the terms of the above agreement.

drawn	designed	approved	date	revision	date
JNS	BJR	JEL	FEB. 2024		

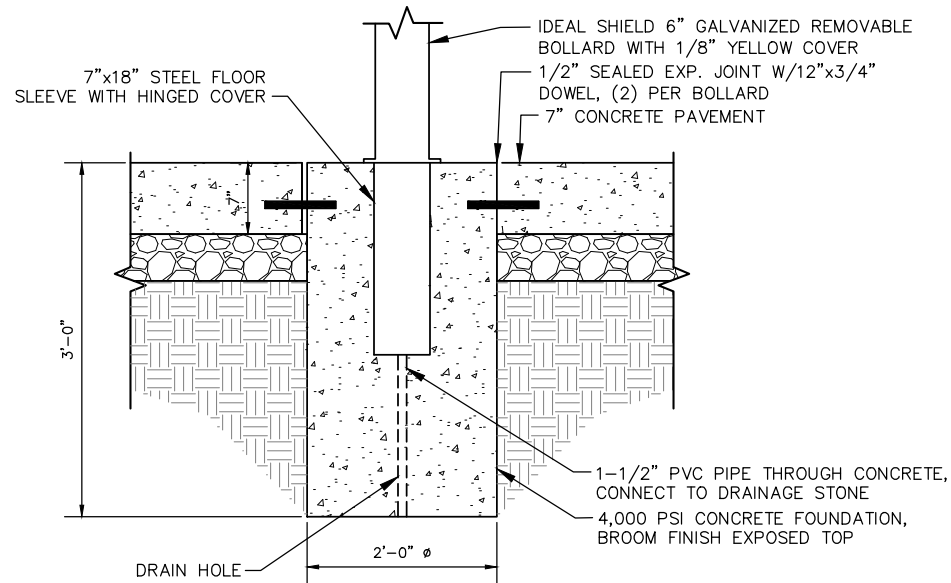
COUNCIL BLUFFS PARKS PARKING LOTS
BIG LAKE PARK AND VALLEY VIEW PARK
PARKS AND RECREATION DEPARTMENT
CITY OF COUNCIL BLUFFS
TITLE SHEET

project no.
150623
sheet
A.01

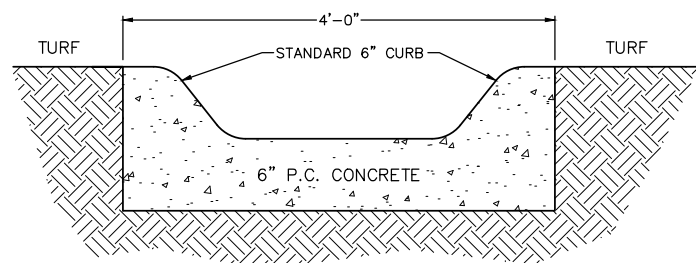




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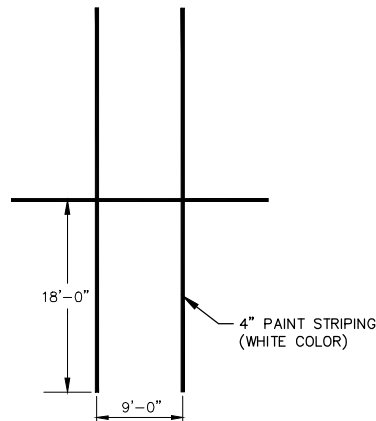


REMOVABLE BOLLARD
SCALE : NONE

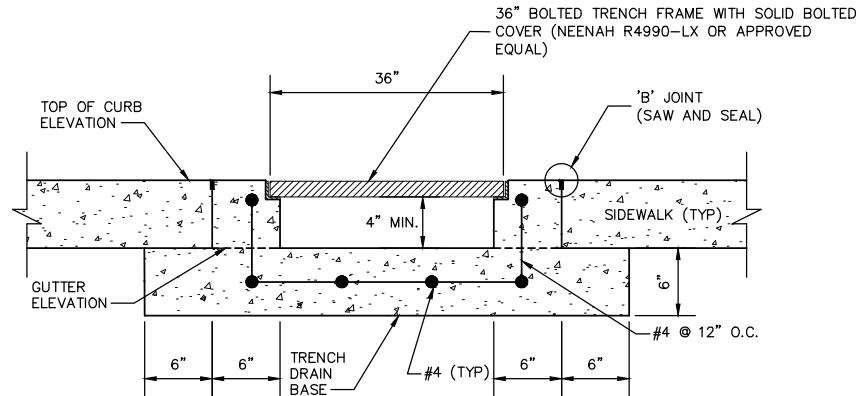


NOTE:
SAW TRANSVERSE CONTRACTION JOINTS
AT 6' SPACING AND SEAL WITH HOT TAR

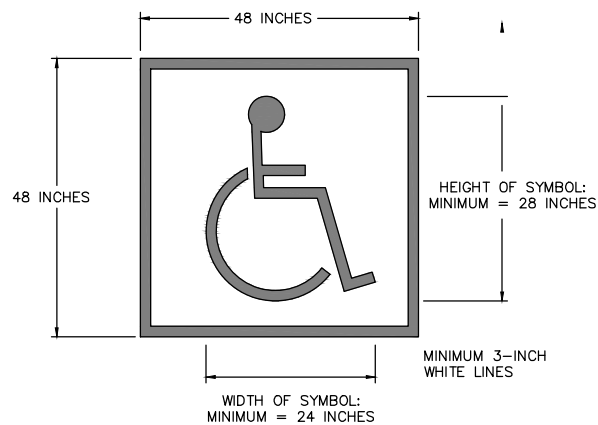
4' P.C. CONCRETE FLUME
SCALE : NONE



TYPICAL PARKING STALL LAYOUT
SCALE : NONE

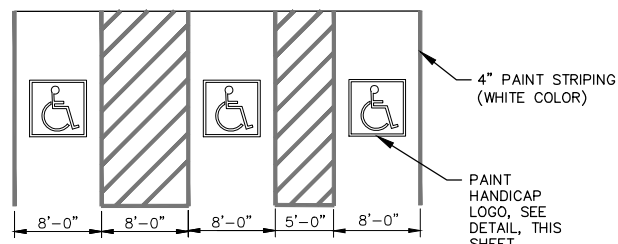


36" TRENCH DRAIN
SCALE : NONE

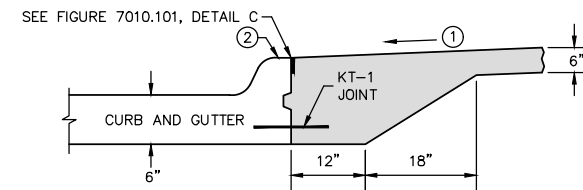


NOTE:
HC SYMBOL TO BE CENTERED ON WIDTH OF PARKING STALL.
SYMBOLS ARE REQUIRED TO CONTRAST WITH BACKGROUND.
WHITE ON BLUE (COLOR NO. 105090 IN FEDERAL STANDARD 595A) DOUBLE COAT (TYP)

PAINTED HANDICAP SIGN
SCALE : NONE

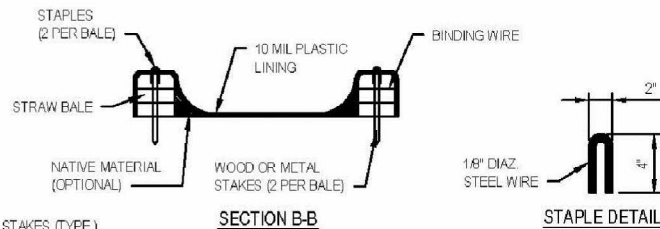
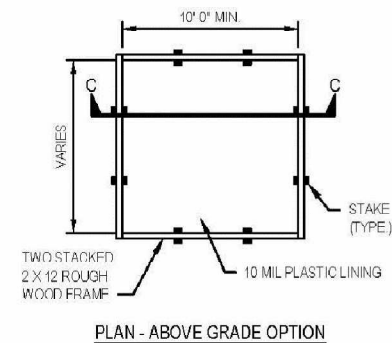
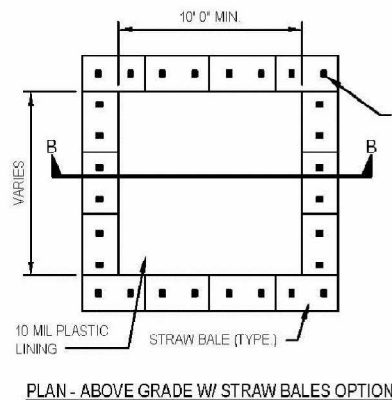
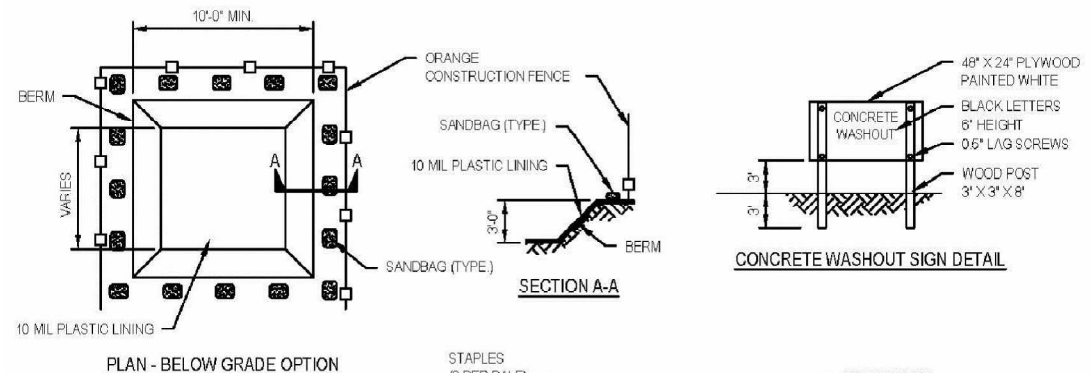


HANDICAP PARKING LAYOUT
SCALE : NONE



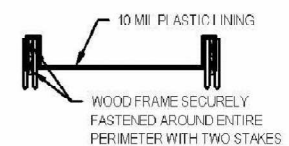
- 1 TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%
- 2 ENSURE TOP OF CURB SLOPES TO STREET FOR DRAINAGE

CURB DETAIL FOR CLASS A SIDEWALK
SCALE : NONE



CONCRETE WASHOUT AREA INSTALLATION NOTES:

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



CONCRETE WASHOUT AREA

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drawn	designed	approved	date	revision	date
JNS	BJR	JEL	FEB. 2024		

COUNCIL BLUFFS PARKS PARKING LOTS
project BIG LAKE PARK AND VALLEY VIEW PARK
client PARKS AND RECREATION DEPARTMENT
CITY OF COUNCIL BLUFFS
sheet SITE DETAILS

project no.
150623
sheet

B.03

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 INTERRUPTED.

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

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 UNLESS 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 NOTIFY THE CITY ENGINEER (712-890-5296) 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 ENSURE 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 1ST THROUGH SEPTEMBER 30TH. EXISTING TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. TRIMMING OF TREES WITH TRUNKS LOCATED OUTSIDE OF THE RIGHT OF WAY SHALL NOT BE COMPLETED WITHOUT AUTHORIZATION FROM THE OWNER. WHEN TRIMMING IS REQUIRED ON ANY TREE, THE CONTRACTOR SHALL OBTAIN APPROVAL FROM THE OWNER AND USE SAWS TO REMOVE ROOTS AND BRANCHES FROM TREES THAT ARE TO REMAIN. NO REMOVAL OF ROOTS OR BRANCHES SHALL BE BY HEAVY EQUIPMENT THAT RESULTS IN TEARS. ALL REMOVALS SHALL LEAVE A SMOOTH CUT FACE.
12. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN PATHWAYS OPEN AND PASSABLE DURING CONSTRUCTION.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION AND TRANSPORTATION OF RESIDENTIAL SOLID WASTE AND RECYCLABLES, INCLUDING 96 OR 48 GALLON GARBAGE AND YARD WASTE CARTS, AND 96 OR 48 GALLON RECYCLABLES CARTS; FROM IN FRONT OF INDIVIDUAL PROPERTIES TO THE ENDS OF THE PROJECT LIMITS FOR PICKUP. THE CARTS SHALL BE RETURNED TO THE INDIVIDUAL PROPERTIES THE SAME DAY GARBAGE IS COLLECTED. EACH OF THE CARTS SHALL BE RETURNED TO THE RESPECTIVE ADDRESS WHERE IT WAS RETRIEVED. ALL CARTS SHALL BE MARKED WITH TEMPORARY TAPE WITH THE ADDRESS CLEARLY SHOWN. ANY DAMAGE TO CARTS SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPLACE. THE CONTRACTOR SHALL COORDINATE THE PICKUP LOCATION(S) WITH THE COLLECTION CONTRACTOR.

GENERAL NOTES

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 SHALL DEDUCT 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 STEPS TO CONTROL SOIL EROSION AND FUGITIVE DUST DURING CONSTRUCTION. IF NECESSARY, HAY BALES, CHECK DAMS, SEDIMENT TRAPS OR ADDITIONAL SILT FENCE (NOT INDICATED ON THE PLANS) SHALL BE USED TO RETAIN SILT AND PREVENT SILT FROM ENTERING THE STORM DRAINAGE SYSTEM. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONDUCT OPERATIONS IN ACCORDANCE WITH THE POLLUTION PREVENTION PLAN AND ADMINISTER IT THROUGHOUT THE PROJECT DURATION.
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 BARRIER WILL 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. 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. NO EQUIPMENT OR MATERIAL STAGING SHALL BE ALLOWED ON EXISTING ADJACENT PARKING LOTS.

ABBREVIATIONS

H.M.A. - HOT MIX ASPHALT
E.O.R. - END OF RETURN
B.O.C. - BACK OF CURB
P.C.C. - PORTLAND CEMENT CONCRETE
P.O.B. - POINT OF BEGINNING
U.A.C. - USE AS CONSTRUCTED
SAN. - SANITARY SEWER
STM. - STORM SEWER

LEGEND

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

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JNS
drawn
BJR
designed
JEL
approved
FEB. 2024
date
revision
date

COUNCIL BLUFFS PARKS PARKING
PARKING LOTS
project
BIG LAKE PARK AND VALLEY VIEW PARK
client
PARKS AND RECREATION DEPARTMENT
CITY OF COUNCIL BLUFFS
sheet
GENERAL NOTES AND LEGEND

project no.
150623
sheet
C.01

FILENAME: S:\Blue_Team\Projects\150623 Big Lake and Valley View Parks\Engineering\Drawgs\Design\150623 DESIGN.dwg
DRAWN BY: jns, SAVE DATE: Feb 6, 2024 12:23 PM DATE PLOTTED: 2/6/2024 12:25 PM, PLOT SCALE: 1:1

ESTIMATED QUANTITIES

ITEM NO.	ITEM CODE	DESCRIPTION	ESTIMATED QUANTITY
DIVISION I: BIG LAKE NORTHWEST PARKING LOT			
1-1.	2010-1.08-G	SUBGRADE PREPARATION	154.00 SY
1-2.		SURFACE PREPARATION AND CLEANING	588.00 SY
1-3.	7021-1.08-A	HMA BASE COURSE, 4 INCHES	35.00 TN
1-4.	7021-1.08-A	HMA LEVELING COURSE	10.00 TN
1-5.	7021-1.08-A	HMA OVERLAY, 2 INCHES	84.00 TN
1-6.	7040-1.08-H	PAVEMENT REMOVAL	156.00 SY
1-7.	8020-1.08-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1.00 LS
1-8.	8030-1.08-A	TEMPORARY TRAFFIC CONTROL	1.00 LS
DIVISION II: BIG LAKE NORTHEAST PARKING LOT			
2-1.	2010-1.08-E	EXCAVATION, CLASS 10	1.00 LS
2-2.	2010-1.08-G	SUBGRADE PREPARATION	853.00 SY
2-3.		TRENCH DRAIN WITH SOLID BOLTED COVER, 36 INCHES	10.00 LF
2-4.		48 INCH CONCRETE FLUME, PCC, 6 INCHES	23.00 SY
2-5.		SURFACE PREPARATION AND CLEANING	3,141.00 SY
2-6.	7010-1.08-E	24-INCH CURB AND GUTTER, 7 INCHES	240.00 LF
2-7.	7021-1.08-A	HMA BASE COURSE, 4 INCHES	92.00 TN
2-8.	7021-1.08-A	HMA LEVELING COURSE	15.00 TN
2-9.	7021-1.08-A	HMA OVERLAY, 2 INCHES	184.00 TN
2-10.	7030-1.08-C	TRAIL, PAVED, PCC, 6 INCHES	250.00 SY
2-11.	7030-1.08-G	DETECTABLE WARNINGS	40.00 SF
2-12.	7030-1.08-H-1	DRIVEWAY, PAVED, PCC, 7 INCH	196.00 SY
2-13.	7040-1.08-H	PAVEMENT REMOVAL	1,330.00 SY
2-14.	8020-1.08-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1.00 LS
2-15.	8030-1.08-A	TEMPORARY TRAFFIC CONTROL	1.00 LS
2-16.		INSTALL REMOVABLE BOLLARD	1.00 EA
DIVISION III: VALLEY VIEW PARK PARKING LOT			
3-1.	2010-1.08-G	SUBGRADE PREPARATION	271.00 SY
3-2.	6010-1.08-E	ADJUST INTAKE, MINOR	1.00 LS
3-3.		SURFACE PREPARATION AND CLEANING	3,141.00 SY
3-4.	7010-1.08-E	24 INCH CURB AND GUTTER, PCC, 7 INCHES	37.00 LF
3-5.	7021-1.08-A	HMA BASE COURSE, 4 INCHES	61.00 TN
3-6.	7021-1.08-A	HMA LEVELING COURSE	15.00 TN
3-7.	7021-1.08-A	HMA OVERLAY, 2 INCHES	384.00 TN
3-8.	7040-1.08-H	PAVEMENT REMOVAL	271.00 SY
3-9.	8020-1.08-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	1.00 LS
3-10.	8030-1.08-A	TEMPORARY TRAFFIC CONTROL	1.00 LS

ESTIMATE REFERENCE NOTES

ITEM NO.	ITEM CODE	DESCRIPTION
DIVISION I: BIG LAKE NORTHWEST PARKING LOT		
1-1.	2010-1.08-G	SUBGRADE PREPARATION, 6"DEPTH ITEM SHALL INCLUDE THE SCARIFICATION, MIXING, RE-COMPACTION, AND TRIMMING OF THE TOP 6 INCHES OF THE SUBGRADE AT ALL LOCATIONS OF FULL DEPTH HMA. SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AT A MOISTURE CONTENT BETWEEN -3 AND +4 PERCENT OF OPTIMUM (ASTM D1557, MODIFIED PROCTOR).
1-2.		SURFACE PREPARATION AND CLEANING THE ENTIRE PAVEMENT SURFACE SHALL BE PREPARED PER THE REQUIREMENTS IN THE IOWA DOT STANDARD SPECIFICATIONS, SECTION 2212. ALL WEEDS, VEGETATION, AND DEBRIS SHALL BE REMOVED FROM CRACKS AND JOINTS WITHIN THE PAVEMENT. THE EDGES OF THE PAVEMENT SHALL BE CLEAR OF VEGETATION OVERGROWTH, SOIL, AND OTHER DEBRIS. MEASUREMENT AND PAYMENT WILL BE IN SQUARE YARDS FOR THE ENTIRE PAVEMENT SURFACE THAT IS PREPARED AND OVERLAYED MINUS ANY NEW FULL DEPTH AREAS.
1-3.	7040-1.08-A	HMA BASE COURSE, 4 INCHES ITEM INCLUDED WHERE FULL DEPTH PATCHES ARE REQUIRED. REMOVALS SHALL BE PAID FOR SEPARATELY. ITEM SHALL INCLUDE TACK, MIX, AND BINDER. MIX SHALL BE 1/2"STANDARD TRAFFIC, PG58-28S OR APPROVED EQUAL. ESTIMATED QUANTITY INCLUDES THE AREAS SHOWN ON THE PLANS AT 4-INCHES THICK AND 150PCF.
1-4.	7021-1.08-A	HMA LEVELING COURSE ITEM SHALL INCLUDE TACK, MIX, AND BINDER. MIX SHALL BE 3/8"COMMERCIAL MIX. ITEM TO BE USED FOR CORRECTING IRREGULARITIES IN EXISTING PAVEMENT CROSS SLOPE WITH A SCRATCH COURSE BASE COAT PRIOR TO PLACING THE HMA OVERLAY.
1-5.	7021-1.08-A	HMA OVERLAY, 2 INCHES ITEM SHALL INCLUDE TACK, MIX, AND BINDER. MIX SHALL BE 1/2"STANDARD TRAFFIC, PG58-28S OR APPROVED EQUAL. THE EDGES OF THE PAVEMENT SHALL BE ROLLED DOWN SO THERE IS NO ABRUPT EDGE BETWEEN THE ASPHALT PAVEMENT AND EXISTING GRADE AT THE TIE IN POINTS. ESTIMATED QUANTITY INCLUDES THE AREAS SHOWN ON THE PLANS AT 2-INCHES THICK AND 150PCF.
1-6.	7040-1.08-H	PAVEMENT REMOVAL ITEM SHALL INCLUDE REMOVALS NOTED ON THE PLANS. MAY INCLUDE CONCRETE OR ASPHALT PAVEMENT. EXISTING THICKNESS IS UNKNOWN. CONTRACTOR SHALL VERIFY LIMITS OF FULL DEPTH REMOVAL WITH THE OWNER PRIOR TO REMOVING. ITEM SHALL INCLUDE SAWCUTTING.
1-7.	8020-1.08-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE ITEM INCLUDED TO PAINT THE PAVEMENT MARKINGS FOR ALL PARKING STALLS AND REQUIRED SYMBOLS AS SHOWN ON SHEET D.01.
1-8.	8030-1.08-A	TEMPORARY TRAFFIC CONTROL TRAFFIC CONTROL SHALL BE USED FOR ALL WORK ON THE SHOULDER OF OR AFFECTING THROUGH TRAFFIC ON THE ADJACENT ROADWAYS. ITEM SHALL INCLUDE APPLICABLE TRAFFIC CONTROL IN ACCORDANCE WITH IDOT STANDARDS. THROUGH TRAFFIC ON ALL ADJACENT ROADWAYS SHALL BE ALWAYS MAINTAINED. ALL ENTRANCE DRIVES AND ACCESS POINTS TO THE PARKING LOT SHALL BE BARRICADED TO PREVENT PUBLIC ACCESS TO THE SITE DURING CONSTRUCTION.

ESTIMATE REFERENCE NOTES

ITEM NO.	ITEM CODE	DESCRIPTION
DIVISION II: BIG LAKE NORTHEAST PARKING LOT		
2-1.	2010-1.08-E	EXCAVATION, CLASS 10 ITEM SHALL INCLUDE EARTHWORK NECESSARY TO INSTALL THE NEW PAVEMENT AND FINISH GRADING AS SHOWN IN THE PLANS. ITEM SHALL INCLUDE SALVAGING AND SPREADING TOPSOIL FROM THE EXISTING TURF AREAS THAT ARE TO BE PAVED TO COVER THE AREAS OF THE PARKING LOT THAT ARE PERMANENTLY REMOVED. ITEM SHALL BE PAID AT THE LUMP SUM BID PRICE. PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIALS, LABOR, TOOLS AND EQUIPMENT NECESSARY TO COMPLETE THE WORK.
2-2.	2010-1.08-G	SUBGRADE PREPARATION, 6"DEPTH ITEM SHALL INCLUDE THE SCARIFICATION, MIXING, RE-COMPACTION, AND TRIMMING OF THE TOP 6 INCHES OF THE SUBGRADE AT ALL LOCATIONS OF FULL DEPTH HMA. SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AT A MOISTURE CONTENT BETWEEN -3 AND +4 PERCENT OF OPTIMUM (ASTM D1557, MODIFIED PROCTOR).
2-3.		TRENCH DRAIN WITH SOLID BOLTED COVER, 36-INCHES ITEM SHALL INCLUDE THE INSTALLATION OF THE TRENCH DRAIN FRAME, COVER, AND REINFORCED AS DETAILED ON SHEET B.03. FRAME AND COVER SHALL BE NEENAH R4990-LX OR APPROVED EQUAL. MEASUREMENT AND PAYMENT WILL BE MADE PER LINEAR FOOT TRENCH DRAIN INSTALLED PER THE PLAN DETAIL. PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIALS, LABOR, TOOLS AND EQUIPMENT NECESSARY TO COMPLETE THE WORK.
2-4.		48 INCH CONCRETE FLUME, PCC, 6 INCHES ITEM INCLUDED FOR THE CONSTRUCTION OF CONCRETE DRAINAGE FLUME AS DETAILED IN THE PLANS AT THE EXISTING CURB DROP LOCATION. WORK SHALL INCLUDE EXCAVATION, PREPARATION AND COMPACTION OF THE SUBGRADE, BACKFILLING ONCE CONCRETE HAS BEEN CURED. MEASUREMENT AND PAYMENT WILL BE MADE PER LINEAR FOOT OF THE CONCRETE FLUME INSTALLED PER THE PLAN DETAIL. PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIALS, LABOR, TOOLS AND EQUIPMENT NECESSARY TO COMPLETE THE WORK.
2-5.		SURFACE PREPARATION AND CLEANING THE ENTIRE PAVEMENT SURFACE SHALL BE PREPARED PER THE REQUIREMENTS IN THE IOWA DOT STANDARD SPECIFICATIONS, SECTION 2212. ALL WEEDS, VEGETATION, AND DEBRIS SHALL BE REMOVED FROM CRACKS AND JOINTS WITHIN THE PAVEMENT. THE EDGES OF THE PAVEMENT SHALL BE CLEAR OF VEGETATION OVERGROWTH, SOIL, AND OTHER DEBRIS. MEASUREMENT AND PAYMENT WILL BE IN SQUARE YARDS FOR THE ENTIRE PAVEMENT SURFACE THAT IS PREPARED AND OVERLAYED MINUS ANY NEW FULL DEPTH AREAS.
2-6.	7010-1.08-E	24 INCH CURB AND GUTTER, PCC, 7 INCHES ITEM SHALL BE USED TO REPLACE SECTIONS OF CONCRETE CURB AND GUTTER SHOWN IN THE PLANS. REMOVALS SHALL BE PAID FOR SEPARATELY.
2-7.	7040-1.08-A	HMA BASE COURSE, 4 INCHES ITEM INCLUDED FOR FILLING IN THE EXISTING MEDIAN AREA AND WHERE FULL DEPTH PATCHES ARE REQUIRED. REMOVALS SHALL BE PAID FOR SEPARATELY. ITEM SHALL INCLUDE TACK, MIX, AND BINDER. MIX SHALL BE 1/2"STANDARD TRAFFIC, PG58-28S OR APPROVED EQUAL. ESTIMATED QUANTITY INCLUDES THE AREAS SHOWN ON THE PLANS AT 4-INCHES THICK AND 150PCF.
2-8.	7021-1.08-A	HMA LEVELING COURSE ITEM SHALL INCLUDE TACK, MIX, AND BINDER. MIX SHALL BE 3/8"COMMERCIAL MIX. ITEM TO BE USED FOR CORRECTING IRREGULARITIES IN EXISTING PAVEMENT CROSS SLOPE WITH A SCRATCH COURSE BASE COAT PRIOR TO PLACING THE HMA OVERLAY.
2-9.	7021-1.08-A	HMA OVERLAY, 2 INCHES ITEM SHALL INCLUDE TACK, MIX, AND BINDER. MIX SHALL BE 1/2"STANDARD TRAFFIC, PG58-28S OR APPROVED EQUAL. THE EDGES OF THE PAVEMENT SHALL BE ROLLED DOWN SO THERE IS NO ABRUPT EDGE BETWEEN THE ASPHALT PAVEMENT AND EXISTING GRADE AT THE TIE IN POINTS. ESTIMATED QUANTITY INCLUDES THE AREAS SHOWN ON THE PLANS AT 2-INCHES THICK AND 150PCF.
2-10. THRU. 2-12.	7030-1.08-C 7030-1.08-G 7030-1.08-H-1	TRAIL, PCC, 6 INCHES DETECTABLE WARNINGS DRIVEWAY, PAVED, PCC, 7 INCH ITEMS INCLUDED FOR THE RAMP LOCATIONS SHOWN. SURFACE GRADES OF RAMPS SHALL COMPLY WITH THE DETAILS INCLUDED IN THE PLANS. PCC PAVEMENT SHALL BE PER THE CITY OF COUNCIL BLUFFS SUPPLEMENTAL SPECIFICATIONS. DETECTABLE WARNING PANELS SHALL BE 2'X 4'; COMPOSITE, RED, REMOVABLE PANELS MANUFACTURED BY DETECTILE, OR APPROVED EQUAL.
2-13.	7040-1.08-H	PAVEMENT REMOVAL ITEM SHALL INCLUDE REMOVALS NOTED ON THE PLANS. MAY INCLUDE CONCRETE OR ASPHALT PAVEMENT. EXISTING THICKNESS IS UNKNOWN. CONTRACTOR SHALL VERIFY LIMITS OF FULL DEPTH REMOVAL WITH THE OWNER PRIOR TO REMOVING. ITEM SHALL INCLUDE SAWCUTTING.
2-14.	8020-1.08-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE ITEM INCLUDED TO PAINT THE PAVEMENT MARKINGS FOR ALL PARKING STALLS AND REQUIRED SYMBOLS AS SHOWN ON SHEET D.02.
2-15.	8030-1.08-A	TEMPORARY TRAFFIC CONTROL TRAFFIC CONTROL SHALL BE USED FOR ALL WORK ON THE SHOULDER OF OR AFFECTING THROUGH TRAFFIC ON THE ADJACENT ROADWAYS. ITEM SHALL INCLUDE APPLICABLE TRAFFIC CONTROL IN ACCORDANCE WITH IDOT STANDARDS. THROUGH TRAFFIC ON ALL ADJACENT ROADWAYS SHALL BE ALWAYS MAINTAINED. ALL ENTRANCE DRIVES AND ACCESS POINTS TO THE PARKING LOT SHALL BE BARRICADED TO PREVENT PUBLIC ACCESS TO THE SITE DURING CONSTRUCTION.
2-16.		INSTALL REMOVABLE BOLLARD ITEM SHALL INCLUDE THE INSTALLATION OF NEW BOLLARDS, SLEEVES, AND FOUNDATIONS IN LOCATIONS AS DETAILED IN THE PLANS. ITEM SHALL INCLUDE ALL MATERIALS, TOOLS, EQUIPMENT, AND LABOR TO PROVIDE AND INSTALL THE BOLLARD AS DETAILED IN THE PLANS. MEASUREMENT AND PAYMENT SHALL BE MADE FOR EACH NEW BOLLARD INSTALLED. BOLLARD SHALL BE IDEAL SHIELD 6" GALVANIZED REMOVAL BOLLARD WITH 1/8" YELLOW COVER, AND INSTALLED PER THE PLAN DETAIL ON SHEET B.03.

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JNS
drawn
BJR
designed
JEL
approved
FEB. 2024
date
revision
date

COUNCIL BLUFFS PARKS PARKING
PARKING LOTS
BIG LAKE PARK AND VALLEY VIEW PARK
PARKS AND RECREATION DEPARTMENT
CITY OF COUNCIL BLUFFS
ESTIMATED QUANTITIES AND ESTIMATE
REFERENCE NOTE
project
client
sheet

project no.
150623
sheet
C.02

FILENAME: S:\Blue_Team\Projects\150623 Big Lake and Valley View Parks\Engineering\Drawings\Design\150623 DESIGN.dwg
DRAWN BY: Jns, SAVE DATE: Feb 6, 2024 8:19 AM DATE PLOTTED: 2/6/2024 12:21 PM, PLOT SCALE: 1:1

ESTIMATE REFERENCE NOTES

ITEM NO.	ITEM CODE	DESCRIPTION
DIVISION III: VALLEY VIEW PARK PARKING LOT		
3-1.	2010-1.08-G	SUBGRADE PREPARATION, 6" DEPTH ITEM SHALL INCLUDE THE SCARIFICATION, MIXING, RE-COMPACTION, AND TRIMMING OF THE TOP 6 INCHES OF THE SUBGRADE AT ALL LOCATIONS OF FULL DEPTH HMA. SUBGRADE SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AT A MOISTURE CONTENT BETWEEN -3 AND +4 PERCENT OF OPTIMUM (ASTM D1557, MODIFIED PROCTOR).
3-2.	6010-1.08-E	INTAKE ADJUSTMENT, MINOR ITEM TO BE USED AT THE LOCATION SHOWN ON SHEET D.03. EXISTING CASTINGS SHALL BE SALVAGED AND REUSED.
3-3.		SURFACE PREPARATION AND CLEANING THE ENTIRE PAVEMENT SURFACE SHALL BE PREPARED PER THE REQUIREMENTS IN THE IOWA DOT STANDARD SPECIFICATIONS, SECTION 2212. ALL WEEDS, VEGETATION, AND DEBRIS SHALL BE REMOVED FROM CRACKS AND JOINTS WITHIN THE PAVEMENT. THE EDGES OF THE PAVEMENT SHALL BE CLEAR OF VEGETATION OVERGROWTH, SOIL, AND OTHER DEBRIS. MEASUREMENT AND PAYMENT WILL BE IN SQUARE YARDS FOR THE ENTIRE PAVEMENT SURFACE THAT IS PREPARED AND OVERLAYED MINUS ANY NEW FULL DEPTH AREAS.
3-4.	7010-1.08-E	24 INCH CURB AND GUTTER, PCC, 7 INCHES ITEM SHALL BE USED TO INSTALL SECTIONS OF CONCRETE CURB AND GUTTER SHOWN IN THE PLANS.
3-5	7040-1.08-A	HMA BASE COURSE, 4 INCHES ITEM INCLUDED WHERE FULL DEPTH PATCHES ARE REQUIRED. REMOVALS SHALL BE PAID FOR SEPARATELY. ITEM SHALL INCLUDE TACK, MIX, AND BINDER. MIX SHALL BE 1/2" STANDARD TRAFFIC, PG58-28S OR APPROVED EQUAL. ESTIMATED QUANTITY INCLUDES THE AREAS SHOWN ON THE PLANS AT 2-INCHES THICK AND 150PCF.
3-6.	7021-1.08-A	HMA LEVELING COURSE ITEM SHALL INCLUDE TACK, MIX, AND BINDER. MIX SHALL BE 3/8" COMMERCIAL MIX. ITEM TO BE USED FOR CORRECTING IRREGULARITIES IN EXISTING PAVEMENT CROSS SLOPE WITH A SCRATCH COURSE BASE COAT PRIOR TO PLACING THE HMA OVERLAY.
3-7.	7021-1.08-A	HMA OVERLAY, 2 INCHES ITEM SHALL INCLUDE TACK, MIX, AND BINDER. MIX SHALL BE 1/2" STANDARD TRAFFIC, PG58-28S OR APPROVED EQUAL. THE EDGES OF THE PAVEMENT SHALL BE ROLLED DOWN SO THERE IS NO ABRUPT EDGE BETWEEN THE ASPHALT PAVEMENT AND EXISTING GRADE AT THE TIE IN POINTS. ESTIMATED QUANTITY INCLUDES THE AREAS SHOWN ON THE PLANS AT 2-INCHES THICK AND 150PCF.
3-8.	7040-1.08-H	PAVEMENT REMOVAL ITEM SHALL INCLUDE REMOVALS NOTED ON THE PLANS. MAY INCLUDE CONCRETE OR ASPHALT PAVEMENT. EXISTING THICKNESS IS UNKNOWN. CONTRACTOR SHALL VERIFY LIMITS OF FULL DEPTH REMOVAL WITH THE OWNER PRIOR TO REMOVING. ITEM SHALL INCLUDE SAWCUTTING.
3-9.	8020-1.08-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE ITEM INCLUDED TO PAINT THE PAVEMENT MARKINGS FOR ALL PARKING STALLS AND REQUIRED SYMBOLS AS SHOWN ON SHEET D.04.
3-10.	8030-1.08-A	TEMPORARY TRAFFIC CONTROL TRAFFIC CONTROL SHALL BE USED FOR ALL WORK ON THE SHOULDER OF OR AFFECTING THROUGH TRAFFIC ON THE ADJACENT ROADWAYS. ITEM SHALL INCLUDE APPLICABLE TRAFFIC CONTROL IN ACCORDANCE WITH IDOT STANDARDS. THROUGH TRAFFIC ON ALL ADJACENT ROADWAYS SHALL BE ALWAYS MAINTAINED. ALL ENTRANCE DRIVES AND ACCESS POINTS TO THE PARKING LOT SHALL BE BARRICADED TO PREVENT PUBLIC ACCESS TO THE SITE DURING CONSTRUCTION.

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JNS	drawn	date
BJR	designed	revision
JEL	approved	date
FEB. 2024		

COUNCIL BLUFFS PARKS PARKING LOT
BIG LAKE PARK AND VALLEY VIEW PARK
PARKS AND RECREATION DEPARTMENT
CITY OF COUNCIL BLUFFS
ESTIMATE REFERENCE NOTES

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client
sheet

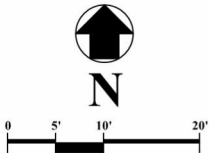
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LEGEND

- 2" HMA OVERLAY - 742 SY TOTAL
- 4" HMA BASE - 154 SY TOTAL
- REMOVE PAVEMENT - 156 SY TOTAL



CONTRACTOR SHALL VERIFY LIMITS OF FULL DEPTH REMOVALS WITH OWNER PRIOR TO BEGINNING WORK

CONTRACTOR SHALL PROVIDE SCHEDULE FOR PERFORMING WORK A MINIMUM OF 1-WEEK IN ADVANCE OF CLOSING THE PARKING LOT.

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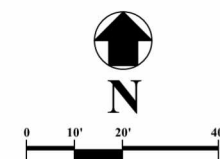
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COUNCIL BLUFFS PARKS PARKING LOTS
BIG LAKE PARK AND VALLEY VIEW PARK
PARKS AND RECREATION DEPARTMENT
CITY OF COUNCIL BLUFFS
BIG LAKE PARK - NORTHWEST LOT

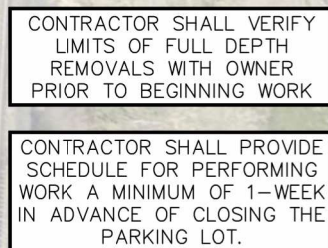
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BJR	_____
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JEJ	_____
approved	_____
FEB. 2024	_____
date	_____
revision	_____
date	_____

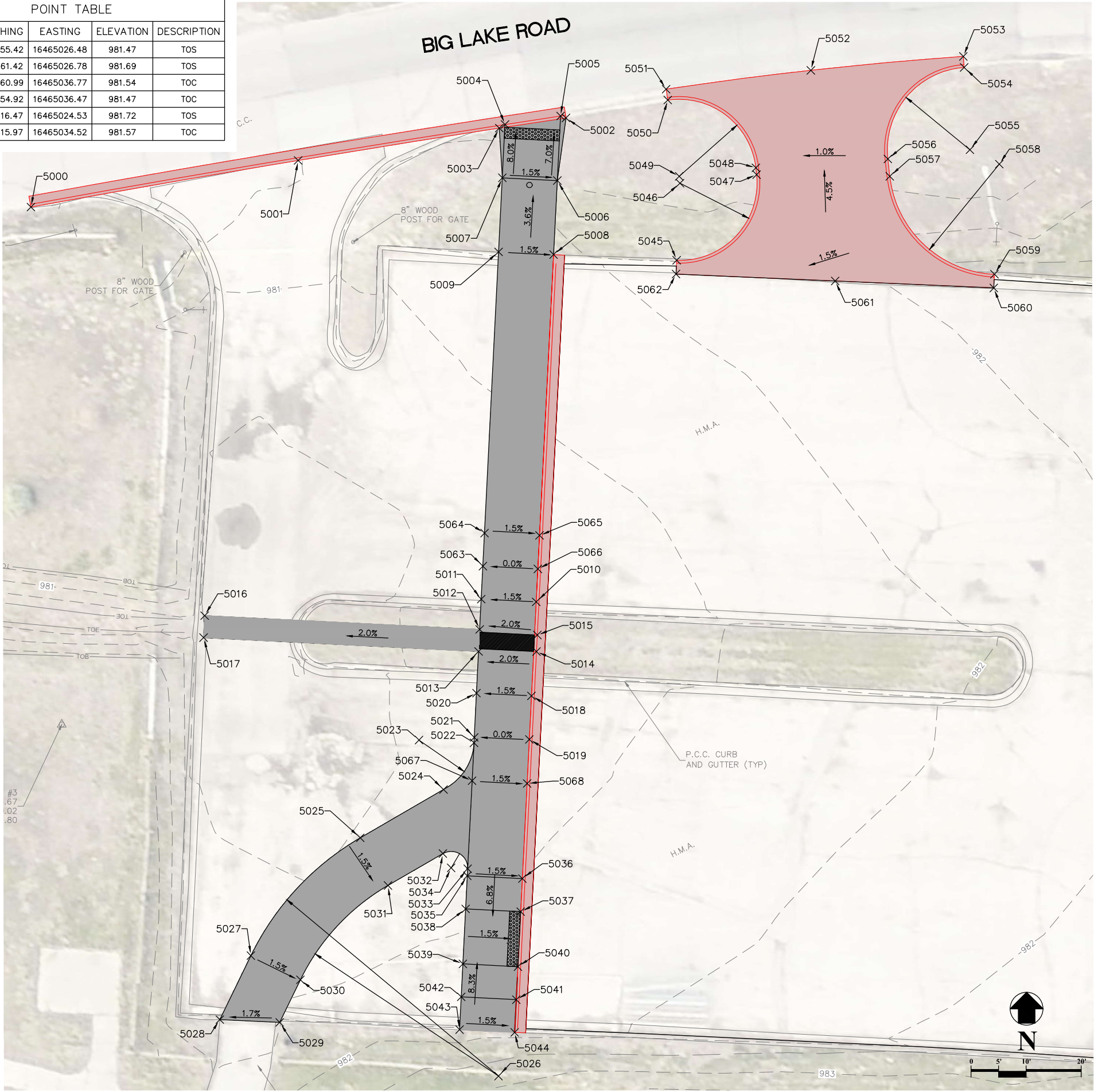
project no.
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POINT TABLE				
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5000	6978720.60	16464944.42	983.21	TOC -- MATCH EXIST
5001	6978729.06	16464992.94	982.02	TOC
5002	6978736.78	16465041.57	981.12	TOC -- MATCH EXIST
5003	6978734.93	16465029.47	981.33	TOC
5004	6978735.60	16465030.50	980.81	TOP
5005	6978737.14	16465040.59	980.64	TOP
5006	6978725.41	16465040.00	981.46	TOS
5007	6978725.91	16465030.01	981.61	TOS
5008	6978711.98	16465039.33	981.95	TOC
5009	6978712.46	16465029.34	982.10	TOS
5010	6978648.93	16465036.17	981.41	TOC
5011	6978649.43	16465026.18	981.26	TOS
5012	6978643.94	16465025.91	981.14	TOS
5013	6978639.94	16465025.70	981.14	TOS
5014	6978639.92	16465036.22	980.85	TOP
5015	6978642.91	16465036.37	980.85	TOP
5016	6978646.44	16464975.97	980.14	TOC
5017	6978642.45	16464975.77	980.14	TOC
5018	6978631.87	16465035.31	981.42	TOC
5019	6978623.97	16465034.92	981.49	TOC
5020	6978632.37	16465025.33	981.27	TOS
5021	6978624.33	16465024.92	981.49	TOS
5022	6978623.35	16465024.87	981.52	TOS
5023	6978623.85	16465014.89	981.32	10.0' RADIUS
5024	6978614.87	16465019.34	981.63	TOS
5025	6978606.10	16465004.23	981.48	TOS
5026	6978562.86	16465029.33	982.79	40'/50' RADIUS
5027	6978584.71	16464984.36	981.21	TOS
5028	6978573.11	16464978.72	981.08	TOS -- MATCH EXIST
5029	6978572.61	16464989.59	981.26	TOS -- MATCH EXIST
5030	6978580.34	16464993.35	981.36	TOS
5031	6978597.46	16465009.25	981.63	TOS
5032	6978603.25	16465019.23	981.76	TOS
5033	6978600.50	16465023.73	981.87	TOS
5034	6978600.65	16465020.73	981.81	3.0' RADIUS
5035	6978599.20	16465023.66	981.88	TOS
5036	6978598.70	16465033.65	981.73	TOS
5037	6978592.71	16465033.35	981.33	TOP
5038	6978593.21	16465023.36	981.48	TOS
5039	6978583.22	16465022.86	981.57	TOS
5040	6978582.72	16465032.85	981.42	TOP
5041	6978576.73	16465032.55	981.92	TOC
5042	6978577.23	16465022.56	982.07	TOS
5043	6978571.29	16465022.26	982.00	TOS
5044	6978570.79	16465032.25	981.85	TOC
5045	6978710.95	16465061.67	982.16	TOC -- MATCH EXIST
5046	6978724.93	16465062.28	981.78	14.0' RADIUS
5047	6978726.48	16465076.19	981.54	TOC
5048	6978727.72	16465076.05	981.50	TOC
5049	6978726.18	16465062.14	981.70	14.0' RADIUS
5050	6978740.02	16465060.06	980.78	TOC -- MATCH EXIST
5051	6978742.00	16465059.76	980.31	TOP -- MATCH EXIST
5052	6978745.41	16465086.03	979.88	TOP -- MATCH EXIST
5053	6978747.95	16465113.73	979.54	TOP -- MATCH EXIST
5054	6978745.95	16465113.87	980.01	TOC -- MATCH EXIST
5055	6978730.99	16465114.93	981.07	15.0' RADIUS
5056	6978729.34	16465100.02	981.24	TOC
5057	6978726.19	16465100.37	981.41	TOC
5058	6978728.39	16465120.25	981.27	20.0' RADIUS
5059	6978708.41	16465119.37	982.68	TOC -- MATCH EXIST
5060	6978705.91	16465119.26	982.35	TOP
5061	6978707.18	16465090.46	982.08	TOP
5062	6978708.45	16465061.55	981.79	TOP

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
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5064	6978661.42	16465026.78	981.69	TOS
5065	6978660.99	16465036.77	981.54	TOC
5066	6978654.92	16465036.47	981.47	TOC
5067	6978616.47	16465024.53	981.72	TOS
5068	6978615.97	16465034.52	981.57	TOC



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JNS	BJR	JEL	FEB. 2024		

project	client	sheet
COUNCIL BLUFFS PARKS PARKING LOTS	PARKS AND RECREATION DEPARTMENT CITY OF COUNCIL BLUFFS	BIG LAKE PARK - NORTHEAST LOT PAVING PLAN

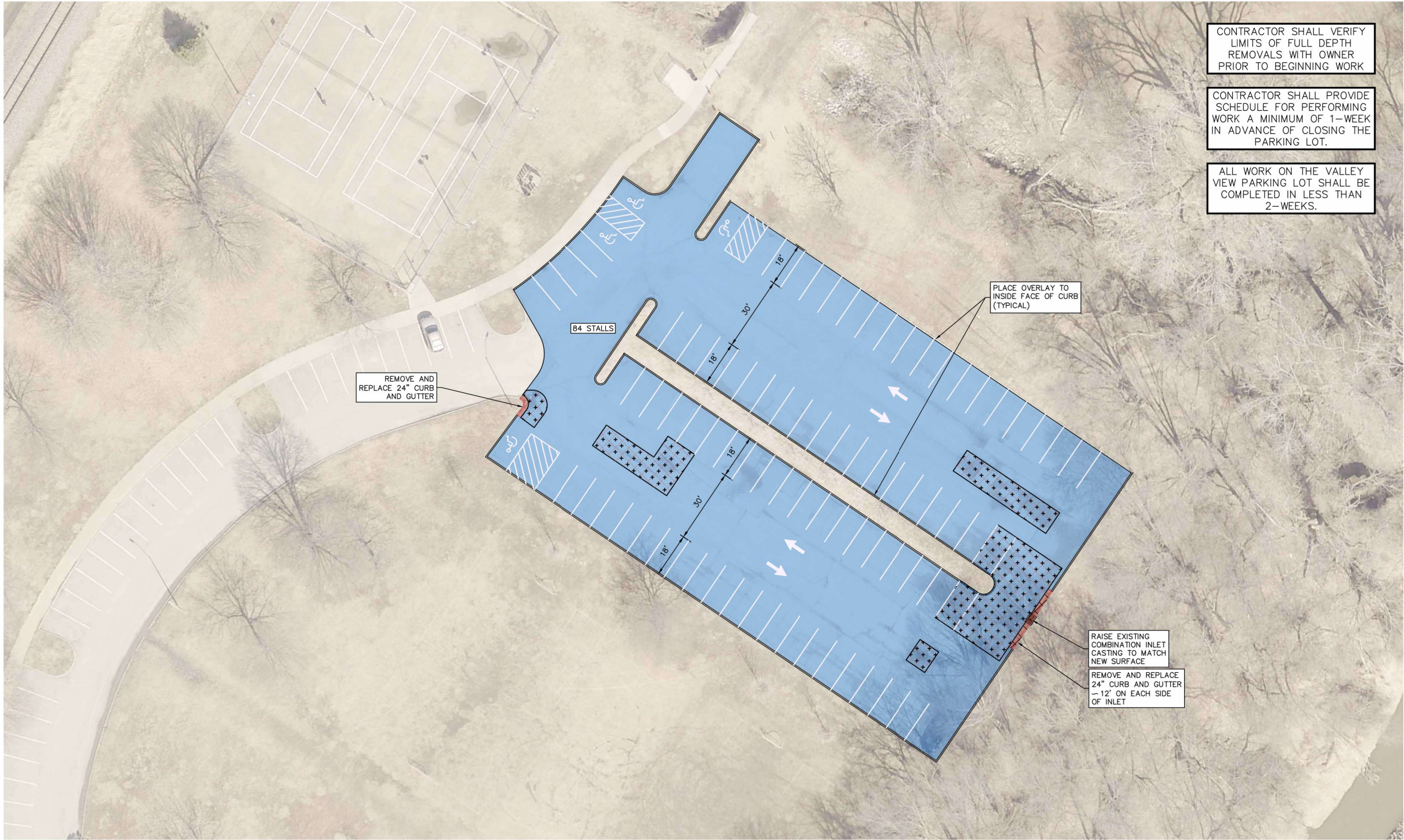
project no.

150623

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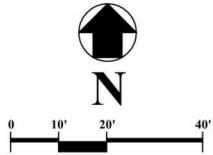
D.03

FILENAME: S:\Blue_Team\Projects\150623 Big Lake and Valley View Parks\Engineering\Drawings\Design\150623 DESIGN.dwg
DRAWN BY: Jns, SAVE DATE: Feb 6, 2024 8:19 AM DATE PLOTTED: 2/6/2024 12:22 PM, PLOT SCALE: 1:1



LEGEND

- 2" HMA OVERLAY - 3,412 SY TOTAL
- REMOVE PAVEMENT - 271 SY TOTAL
- 4" HMA BASE - 271 SY TOTAL
- CURB AND GUTTER - 37 LF TOTAL



CONTRACTOR SHALL VERIFY LIMITS OF FULL DEPTH REMOVALS WITH OWNER PRIOR TO BEGINNING WORK

CONTRACTOR SHALL PROVIDE SCHEDULE FOR PERFORMING WORK A MINIMUM OF 1-WEEK IN ADVANCE OF CLOSING THE PARKING LOT.

ALL WORK ON THE VALLEY VIEW PARKING LOT SHALL BE COMPLETED IN LESS THAN 2-WEEKS.

PROGRESS SET
Feb 06, 2024
NOT FOR CONSTRUCTION

hgm
ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

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

date	revision	date
JNS	drawn	
BJR	designed	
JEL	approved	
FEB. 2024		

COUNCIL BLUFFS PARKS PARKING LOTS
project BIG LAKE PARK AND VALLEY VIEW PARK
client PARKS AND RECREATION DEPARTMENT
CITY OF COUNCIL BLUFFS
sheet VALLEY VIEW PARK LOT

project no.
150623
sheet
D.04

RESOLUTION
NO 24-51

**RESOLUTION AUTHORIZING THE CITY-WIDE PARKING LOT UPGRADES – BIG LAKE PARK
PARKING LOTS AND VALLEY VIEW PARK PARKING LOTS, PROJECT # R24-01.**

- WHEREAS, the City Council approved \$250,000 in the FY 24 CIP and \$150,000 in the FY 25 CIP for a total funding amount of \$400,000; and
- WHEREAS, this funding will allow for improvements to the northeast and northwest Big Lake Park parking lots along Big Lake Road and for the parking area within Valley View Park at the north end of the parking lot; and
- WHEREAS, in general, the upgrades for both the parking lots will include removing damaged areas of asphalt, installing a new sub base in certain areas, and placing a new top coat of asphalt; and
- WHEREAS, the available amount for the project has decreased with the processing of a recent invoice. The project exceeds the budget by approximately \$16,888;
- WHEREAS, the bid will establish Valley View Park parking lot as a bid alternate in case the bids come in higher than the budget. This will allow the City to proceed with Big Lake Park parking lots, which are in worse condition; and
- WHEREAS, if Valley View Park Parking lot is dropped from the bid, then cost effective repairs to the more damaged areas will be considered; and
- WHEREAS, Notice of Public Hearing was published as required by law, and a public hearing was held on February 26, 2024, and
- WHEREAS, the city council deems approval of said improvements to be in the best interest of the City of Council Bluffs.

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

That the Mayor is authorized to initiate the City-wide Parking Lot Upgrade Project for Big Lake Park parking lots and Valley View Park Parking lot, Project #R24-01 by issuing a bid for the project.

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community
Development

Case/Project No.:

Submitted by: Courtney Harter,
Director, Community Development
Department

Resolution 24-52
ITEM 5.D.

Council Action: 2/26/2024

Description

Resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and Union at Bluffs Run, LP.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/16/2024
Union at Bluffs Run, LP Development Agreement	Other	2/16/2024
Resolution 24-52	Resolution	2/21/2024

Council Communication

Department: Community Development Case.: N/A	Resolution No.: 24-	Set Public Hearing: 1-15-24 PH: 2-26-24
Subject/Title A public hearing on the proposal to enter into a development agreement with Union at Bluffs Run, LP		
Location Generally located south of 22 nd Avenue and north of Interstate 29 from 14 th Street to 22 nd Street		
Background/Discussion <u>Background</u> In 2023, the City began working with The Annex Group to construct a 192 unit multi-family development south of 23rd Avenue. Currently the project is vacant, blighted land. City Council adopted the 23rd Avenue Urban Renewal Plan on May 24, 2004 (Resolution 04-111). <u>Discussion</u> The Annex Group is now ready to proceed with the multi-family project, this agreement is to assist with the development costs. The total project cost is approximately \$35 million. Staff believes that the project will not proceed without assistance. Therefore, an agreement for private development has been prepared which commits a 15-year tax increment financing rebate for the development in the amount of 100% of the attributable property taxes with a maximum incentive of \$10 million.		
Staff Recommendation Staff recommends approving the resolution and authorizing execution of a Development Agreement by and between the City of Council Bluffs and Union at Bluffs Run, LP.		
Attachments 1) Union at Bluffs Run, LP Development Agreement 2) Resolution		

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF COUNCIL BLUFFS, IOWA

AND

UNION AT BLUFFS RUN, LP

_____, 2023

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (the “Agreement”), is made on or as of the ____ day of _____, 2023, by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (the “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, 2023, as amended (the “Urban Renewal Act”), and UNION AT BLUFFS RUN, LP, an Iowa limited partnership, having offices for the transaction of business at 409 Massachusetts Ave, Suite 300, Indianapolis, Indiana 46204 (the “Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of a blighted area in the City of Council Bluffs, Iowa, known as the 23rd Avenue Urban Renewal Area (the “Urban Renewal Area” or “Area”), which Area is described in the 23rd Avenue Urban Renewal Plan, approved for such Area by Resolution No. 04-111 on May 24, 2004 (the “Urban Renewal Plan”), which Urban Renewal Plan has been subsequently amended; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, the Developer owns or will own certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto (the “Development Property”); and

WHEREAS, the Developer intends to cause certain Infrastructure Improvements and Housing Units to be constructed on the Development Property in the Urban Renewal Area, and otherwise prepare the Development Property for the construction of the Housing Units thereon; and

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

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

ARTICLE I. DEFINITIONS

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

23rd Avenue Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code, as amended, 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, or other obligations issued under the authority of Section 403.9 or 403.12 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the 23rd Avenue Urban Renewal Plan.

23rd Avenue Urban Renewal Plan or Urban Renewal Plan means the 23rd Avenue Urban Renewal Plan, approved in respect of the 23rd Avenue Urban Renewal Area of the City, described in the preambles hereof, and as may be amended from time to time.

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

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

City means the City of Council Bluffs, Iowa.

Code means the Code of Iowa, 2023, as amended.

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

County means the County of Pottawattamie, Iowa.

Developer means Union at Bluffs Run, LP, an Iowa limited partnership, and its successors and assigns to the extent permitted in this Agreement.

Development Property means that portion of the Urban Renewal Area of the City described in Exhibit A attached hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by the Developer from a commercial lender to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Housing Units means multi-family dwelling units to be constructed on the Development Property.

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

Infrastructure Improvements means that portion of the Minimum Improvements that Developer intends to construct in order to make development of the Housing Units possible by providing necessary access and public services to the Housing Units, and then to dedicate said improvements to the City, which improvements include streets, sanitary sewer, storm sewer, water, and electrical infrastructure.

Minimum Improvements means the remediation of blighting influences on the Development Property and the construction of the Infrastructure Improvements and multi-family Housing Units by the Developer on the Development Property, as more particularly described in Exhibits B and B-1 to this Agreement.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

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

Ordinance means the Ordinance under which the taxes levied on that portion of the Urban Renewal Area containing the Minimum Improvements and Development Property shall be divided and a portion paid into the 23rd Avenue Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Project means the completion of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

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

Tax Increments means the property tax revenues with respect to the Minimum Improvements and Development Property that are divided and made available to the City for deposit in the Union at Bluffs Run, LP TIF Account of the 23rd Avenue Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including but not limited to storms, floods, fires, explosions, or other casualty losses; unusual weather conditions; strikes, boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; litigation commenced by third parties; unexpected material or labor shortages; 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.

Union at Bluffs Run, LP TIF Account means a separate account within the 23rd Avenue Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements and Development Property shall be deposited.

Urban Renewal Area means the 23rd Avenue Urban Renewal Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. Union at Bluffs Run, LP is an Iowa limited partnership duly organized and validly existing under the laws of the State of Iowa, is registered to do business in 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 the Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of 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 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 of 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 has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). 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 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.

f. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Project.

g. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Minimum Improvements.

h. The Developer expects that, barring Unavoidable Delays, construction of the Infrastructure Improvements shall be complete on or before December 31, 2026, and construction of all the Housing Units shall be complete on or before December 31, 2027.

i. The Developer anticipates that the Project shall require an investment of approximately \$35,000,000.

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and issuances shall be made according to normal City processes for such plans and permits. The Developer agrees that the scope and scale of the Minimum Improvements shall not be significantly less than the scope and scale as described in this Agreement. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.2. Completion of Infrastructure Improvements. Subject to Unavoidable Delays, the Developer shall cause construction of the Infrastructure Improvements to be undertaken and completed by December 31, 2026. 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.

Section 3.3. Dedication of Infrastructure Improvements.

a. Upon completion of the Infrastructure Improvements, Developer shall notify City of such completion and the City shall inspect the Infrastructure Improvements. If (i) the Infrastructure Improvements have been completed in conformance with all applicable federal, State, and local laws and regulations, including all City ordinances and land use requirements, and (ii) the City is in receipt of copies of the maintenance bonds required by Section 3.4 for such improvements, then the City shall accept dedication of the conforming Infrastructure Improvements from the Developer.

b. Developer recognizes and agrees, with respect to any portion of the Infrastructure Improvements which Developer dedicates to the City and the City accepts, the Infrastructure Improvements thereafter shall be owned by the City and that Developer shall not retain any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Infrastructure Improvements.

Section 3.4. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of the

construction of, in the aggregate, the anticipated full value of the completed Infrastructure Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for the Infrastructure Improvements shall remain in effect until construction of such improvements are completed, at which time a four-year maintenance bond shall be substituted for each performance bond. The bonds shall clearly specify the Developer and City as joint obligees.

Section 3.5. Completion of Housing Units. Subject to Unavoidable Delays, the Developer shall cause construction of at least 192 Housing Units to be undertaken and completed by December 31, 2027. 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.

Section 3.6. 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 acquired and owned by them and pursuant to the provisions of this Agreement. 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 date of execution of this Agreement and the Termination Date.

ARTICLE IV. PRECONDITIONS

Section 4.1. Conditions to City's Obligations. City's obligations under this Agreement are expressly conditioned upon: (a) Developer being awarded Low-Income Housing Tax Credits pursuant to the State Agreement for the Project by June 30, 2024; (b) Developer entering into the State Agreement by December 1, 2024; and (b) Developer acquiring the Development Property by January 30, 2025. If any of these preconditions is not timely satisfied, this Agreement shall automatically terminate with neither party having any further obligation to the other.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of 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 one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, 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. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Housing Units and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Housing Units under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism, and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Housing Units, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Housing Units (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

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. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Housing Units.

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

e. Developer shall complete the repair, reconstruction, and restoration of the Housing Units, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep the Development Property and Housing Units in good repair and working order, ordinary wear and tear accepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account with respect to any obligations of the Developer under this Agreement and Developer will provide reasonable protection against loss or damage to such books of record and

account. Upon request by the City, Developer shall provide certified copies of portions of its books and accounts limited in scope as above described.

Section 6.3. Compliance with Laws. The Developer will comply with all applicable laws, rules, and regulations relating to the Development Property, the Housing Units, and the Project.

Section 6.4. Non-Discrimination. In constructing 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. Compliance with State Agreement. At all times prior to the Termination Date, Developer shall operate the Housing Units consistent with the State Agreement.

Section 6.6. Annual Certification. To assist City in monitoring the Agreement and performance of Developer hereunder, by October 15 of each year, beginning the year that the Housing Units are fully assessed and continuing until the Termination Date, a duly authorized officer of Developer shall annually provide to the City copies of any certifications or documentation filed by Developer with the State during that calendar year in compliance with the terms of the State Agreement. In addition, as part of the annual certification to the City, Developer shall certify to the City in writing that the Developer remains in compliance with the State Agreement and shall provide any verification of such compliance made available by the State.

Section 6.7. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the 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 be completed generally 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 6.8. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that is related to this Agreement so that City can determine compliance with the Agreement.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Status of the Developer; No Transfer or Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that,

prior to the Termination Date, the Developer will maintain its existence as a company and will not wind up or otherwise dispose of all or substantially all of the Developer's assets, or assign, transfer, or convey to any third party any interest in the Development Property, Housing Units, or this Agreement to any other party unless (i) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this Agreement, and (ii) the City consents thereto in writing in advance thereof.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property from property tax liability. Nor can the Development Property be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. BLIGHT REMEDIATION GRANTS

Section 8.1. Blight Remediation Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to fifteen (15) consecutive annual payments of Blight Remediation Grants to the Developer under the following terms and conditions:

a. Payment Schedule and Calculation of Blight Remediation Grants. Assuming completion of the Housing Units by December 31, 2027, full assessment of the Housing Units on January 1, 2028, and debt certification to the Auditor by the City prior to December 1, 2028, the Blight Remediation Grants shall commence on June 1, 2030, and end on June 1, 2044_, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2030	100% of Tax Increments for Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for Fiscal Year 35-36
June 1, 2037	100% of Tax Increments for Fiscal Year 36-37
June 1, 2038	100% of Tax Increments for Fiscal Year 37-38
June 1, 2039	100% of Tax Increments for Fiscal Year 38-39
June 1, 2040	100% of Tax Increments for Fiscal Year 39-40
June 1, 2041	100% of Tax Increments for Fiscal Year 40-41

June 1, 2042	100% of Tax Increments for Fiscal Year 41-42
June 1, 2043	100% of Tax Increments for Fiscal Year 42-43
June 1, 2044	100% of Tax Increments for Fiscal Year 43-44

After the Housing Units are completed and first fully assessed in compliance with this Agreement, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. The schedule of the payments for Blight Remediation Grants set forth in Section 8.1 is based on the first full assessment of the Required Improvements being January 1, 2028. Each annual payment shall be equal in amount to 100% of the Tax Increments that were collected by the City with respect to the Development Property and the Housing Units and deposited into the Union at Bluffs Run, LP TIF Account (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.

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 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 the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(b).

b. Maximum Amount of Blight Remediation Grants. The aggregate amount of the Blight Remediation Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of Tax Increment actually collected as described in Section 8.1(a); or (ii) \$10,000,000. It is further agreed and understood that each Blight Remediation Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Development Property and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 8.1(a), even if the aggregate amount is less than \$10,000,000.

c. Conditions Precedent. Notwithstanding the provisions of Sections 8.1 and 8.2, the obligation of the City to make a Blight Remediation Grant in any year shall be subject to and conditioned upon all of the following:

- a. Developer's dedication of the Infrastructure Improvements to the City and the City's acceptance thereof (i.e., Developer's completion of the Infrastructure Improvements consistent with this Agreement, including completion by the date set forth in Section 2.2(h) and the provision of the maintenance bonds required by Section 3.4);
- b. Developer's timely completion of the Housing Units; and

- c. Developer's compliance with the terms of this Agreement at the time of payment.

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

Section 8.2. TIF Ordinance and Annual Appropriation.

a. The City hereby covenants and agrees to maintain the Ordinance with respect to the Development Property in force during the term of this Agreement to the extent allowed by law and to apply the incremental taxes collected in respect of the Development Property and the Minimum Improvements and allocated to the Union at Bluffs Run, LP 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.

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

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make a Blight Remediation Grant to the Developer if at any time during the term hereof the City fails to appropriate funds, does not receive Tax Increment from the County, or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund a Blight Remediation Grant to the Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such an event, the City shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which two (2) Blight Remediation Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

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

Section 8.3. Use of Other Tax Increments. Subject to the terms of this Article, the City shall be free to use any and all available Tax Increments in excess of the stated maximum 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, including but not limited to recovering the City's costs in establishing the Plan and adopting this Agreement, and the City shall have no obligations to the Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. 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 Minimum Improvements or Development Property (excepting any portion of the Infrastructure Improvements for which a maintenance bond has been issued and the City has accepted dedication).

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 the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

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 or Development Property 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. 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 State Agreement due all or in part to

Developer's failure to perform under the 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 and/or State Agreement, including but not limited to any repayment of grant funds which City expends in connection with the Project.

- e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed pursuant to the terms and conditions of this Agreement;
- b. Transfer of Developer's interest in the Development Property, Housing Units, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay ad valorem taxes on the Development Property;
- d. 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 or the State Agreement;
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. Developer:
 - i. files 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. makes an assignment for the benefit of its creditors; or
 - iii. admits in writing its inability to pay its debts generally as they become due; or
 - iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or its 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 in any written statement or certificate 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 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice (except in the case of an Event of Default under Sections 10.1(e), (f), or (g) for which no notice and cure period applies) to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City 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 the City that the Event of Default will be cured as soon as reasonably possible:

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

b. The City may terminate this Agreement;

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

d. The City shall have no obligation to make payment of Blight Remediation Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Blight Remediation Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer. The City may demand such payment at any time following its determination that Developer is in default under this Agreement, including, but not limited to, if Developer fails to satisfy its obligations under Section 6.6 hereof.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to

exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer shall pay to the City up to \$5,000 in actual costs incurred by the City in connection with the drafting and execution of this Agreement and drafting and approval of the Urban Renewal Plan amendment, including, but not limited to publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Developer must pay the City within 30 days of the date on which the City presents a statement to the Developer demonstrating such costs.

b. Whenever any Event of Default occurs and the City employs attorneys or incurs 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 the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer, agent, attorney or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to Union at Bluffs Run, LP at 409 Massachusetts Avenue, Suite 300, Indianapolis, Indiana 46204; Attn: Kyle D. Bach, General Manager;

- b. In the case of the City, is addressed to or delivered personally to the City of Council Bluffs at the City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503; Attn: City Clerk;

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

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. 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 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 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31 of the year in which the final Blight Remediation Grant is paid, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, 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.

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

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

[Remainder of page intentionally left blank; signature pages 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 _____, 2023, 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 Agreement for Private Development – City of Council Bluffs]

UNION AT BLUFFS RUN, LP,
An Iowa limited partnership

By: _____
Kyle D. Bach, General Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Kyle D. Bach, to me personally known, who, being by me duly sworn, did say that he is a General Manager of Union at Bluffs Run, LP and that said instrument was signed on behalf of said limited partnership; and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership, by them voluntarily executed.

Notary Public in and for said state

[Signature page to Agreement for Private Development – Union at Bluffs Run, LP]

EXHIBIT A
DEVELOPMENT PROPERTY

PARCEL A:

LOTS 1-24, INCLUSIVE, BLOCK 38, RAILROAD ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA TOGETHER WITH ALL VACATED ALLEYS LYING WITHIN BLOCK 38, RAILROAD ADDITION.

PARCEL B:

LOTS 1-24, INCLUSIVE, BLOCK 39, RAILROAD ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA TOGETHER WITH ALL VACATED ALLEYS LYING WITHIN BLOCK 39, RAILROAD ADDITION.

PARCEL C:

LOTS 1 THROUGH 24 IN BLOCK 65, IN RAILROAD ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA TOGETHER WITH BOTH NORTH/SOUTH ALLEYS IN BLOCK 65, RAILROAD ADDITION LOCATED BETWEEN 26TH AND 27TH AVENUES, SOUTH 19TH AND SOUTH 20TH STREET AND THAT POINT OF SOUTH 20TH STREET EXTENDING FROM 26TH AVENUE TO 27TH AVENUE AND ABUTTING BLOCKS 65 & 66, RAILROAD ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

PARCEL E:

LOTS 1, 4, 5, 6, 7, 8, 9 AND 10, BEACON PLACE 2, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

EXHIBIT B
MINIMUM IMPROVEMENTS

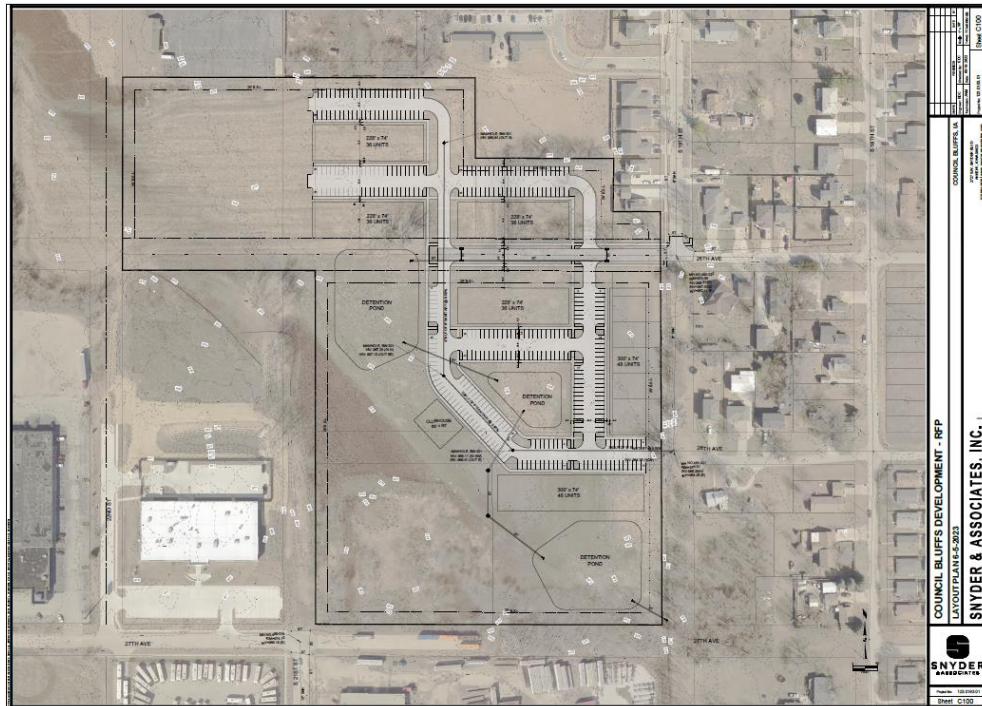
The Minimum Improvements shall consist of at least 192 Housing Units within 5 apartment buildings and the Infrastructure Improvements, to be constructed by the Developer on the Development Property with a total investment of approximately \$35,000,000.

The Housing Units shall include 192 multi-family Housing Units, together with related site improvements, to be constructed on the Development Property consistent with approved plats and plans. The Housing Units shall be completed by December 31, 2027. All of the Housing Units shall be affordable to families making at or below 60% of the Median Family Income.

The Infrastructure Improvements include the construction and installation of streets, sanitary sewer, storm sewer, water, and underground electrical infrastructure that the Developer will complete on the Development Property, consistent with all City standard requirements for such infrastructure, in order to allow for the development of the Housing Units. The Developer intends to dedicate the Infrastructure Improvements to the City upon completion by Developer and acceptance by the City. The Infrastructure Improvements will be completed by December 31, 2026.

See Exhibit B-1 for diagrams of the Housing Units and Infrastructure Improvements.

EXHIBIT B-1
MINIMUM IMPROVEMENT ILLUSTRATIONS/ SITE PLANS



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, 209 Pearl Street, Council Bluffs, IA 51503; Attn: City Clerk

EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Council Bluffs, Iowa (the “City”) and Union at Bluffs Run, LP, an Iowa limited partnership (“Developer”) did on or about the __ day of _____, 2023, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the 23rd Avenue Urban Renewal Plan (the “Plan”), to develop and operate certain real property located within the City and within the 23rd Avenue Urban Renewal Area and legally described as follows:

PARCEL A:

LOTS 1-24, INCLUSIVE, BLOCK 38, RAILROAD ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA TOGETHER WITH ALL VACATED ALLEYS LYING WITHIN BLOCK 38, RAILROAD ADDITION.

PARCEL B:

LOTS 1-24, INCLUSIVE, BLOCK 39, RAILROAD ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA TOGETHER WITH ALL VACATED ALLEYS LYING WITHIN BLOCK 39, RAILROAD ADDITION.

PARCEL C:

LOTS 1 THROUGH 24 IN BLOCK 65, IN RAILROAD ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA TOGETHER WITH BOTH NORTH/SOUTH ALLEYS IN BLOCK 65, RAILROAD ADDITION LOCATED BETWEEN 26TH AND 27TH AVENUES, SOUTH 19TH AND SOUTH 20TH STREET AND THAT POINT OF SOUTH 20TH STREET EXTENDING FROM 26TH AVENUE TO 27TH AVENUE AND ABUTTING BLOCKS 65 & 66, RAILROAD ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

PARCEL E:
LOTS 1, 4, 5, 6, 7, 8, 9 AND 10, BEACON PLACE 2, CITY OF COUNCIL
BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

(the “Development Property”); and

WHEREAS, the term of this Agreement shall commence on the ____ day of _____, 2023 and terminate on the Termination Date, as set forth in the Agreement;
and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Council Bluffs, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on _____, 2023.

[Remainder of page intentionally left blank; Signature pages 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 _____, 2023, 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 Memorandum of Agreement for Private Development – City of Council Bluffs]

UNION AT BLUFFS RUN, LP,
An Iowa limited partnership

By: _____
Kyle D. Bach, General Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Kyle D. Bach, to me personally known, who, being by me duly sworn, did say that he is a General Manager of Union at Bluffs Run, LP and that said instrument was signed on behalf of said limited partnership; and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership, by them voluntarily executed.

Notary Public in and for said state

[Signature page to Memorandum of Agreement for Private Development – Union at Bluffs Run, LP]

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Resolution 24-52

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

February 26, 2024

7:00 P.M.

23rd Avenue Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Union at Bluffs Run, LP.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Council Bluffs and Union at Bluffs Run, LP.

IMPORTANT INFORMATION

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

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

February 26, 2024

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 Walsh, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Council Bluffs and Union at Bluffs Run, LP, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND UNION AT BLUFFS RUN, LP", and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

Council Member _____ seconded the motion. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 24-52

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF COUNCIL BLUFFS AND UNION AT
BLUFFS RUN, LP

WHEREAS, by Resolution No. 04-111, adopted May 24, 2004, 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 23rd Avenue Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the 23rd Avenue Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, the Plan has been amended by an Amendment No. 1 on February 26, 2024; and

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

WHEREAS, the City has received a proposal from Union at Bluffs Run, LP (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to prepare lots for multi-family residential development and to construct certain Minimum Improvements (as defined in the Agreement) consisting of approximately 192 Housing Units within 4 apartment buildings on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") along with certain Improvements to City Right of Way to serve the Housing Units, all as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to fifteen (15) consecutive annual payments of Blight Remediation Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Housing Units, the cumulative total for all such payments not to exceed the lesser of \$10,000,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

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

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

and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

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

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

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

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

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

PASSED AND APPROVED this 26th day of February, 2024.

Mayor

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 Council hereto affixed this 27th day of February, 2024.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

02293082\10342-195

Council Communication

Department: Community
Development

Case/Project No.:

Submitted by: Courtney Harter,
Director, Community Development
Department

Resolution 24-53
ITEM 6.A.

Council Action: 2/26/2024

Description

Resolution authorizing the Mayor to execute the petition for voluntary annexation and annexation agreement with Morris Properties, LLC as well as the Joint City/County Agreement pertaining to property legally described as the northeast quarter section of the southwest quarter of section 7-17-43, except railroad right-of-way.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/1/2024
Proposed site location map	Map	2/1/2024
Growth Area 1B Land Use Study policies	Other	2/1/2024
Resolution 24-53	Resolution	2/21/2024

City Council

Department: City of Council Bluffs -Community Development Department Applicant: Andrew (Buck) Morris 13038 192 nd Street Council Bluffs, Iowa 51503	Resolution No.:	City Council: 2-12-2024
Subject/Title Resolution to approve the request by Andrew (Buck) Morris to waive the Joint City-County Land Use requirement of immediate annexation for subdivision action in a City Growth Area 1B and authorize an annexation agreement to be executed when sanitary sewer is brought within 200 feet of the property or four (4) years, whichever comes first.		
Background/Discussion <u>Background</u> In August 2023, the City of Council Bluffs and Pottawattamie County each adopted by resolution an amendment to the <i>Bluffs Tomorrow: 2030 Plan (Comprehensive Plan)</i> to incorporate the Joint City-County Land Use Study (Study). The Study provides guidance to both City/County Staff and residents regarding subdivision action within the extra-territorial area within two miles of the City's municipal boundaries. A 28E Agreement was also adopted establishing subdivision standards and conditions for a term of 20 years with an option of three 10-year renewals. The main goal of the Study is to ensure orderly and efficient growth will occur within the two mile limit area of Council Bluffs and provide the ability for development to occur in a non-haphazard manner which does not preclude the City from making major infrastructure extensions within the study area. In January, Mr. Morris approached the City about a four-lot subdivision of his property located along 192 nd Street on the east side of the road. He has initiated the process to rezone the property through the County in hopes of utilizing their development standards for pavement and storm water management, which are less stringent than the City. His hope is to complete his development to their standards and then when annexed he will be grandfathered in with the county standards. Mr. Morris is requesting a waiver in the required immediate annexation if the proposed property is subdivided and agrees to an annexation agreement which outlines voluntary annexation occurring (1) when sanitary sewer is available to the site or (2) utilizing the same timeline as the subdivision to the north (Armstrong); whichever comes first. <u>Discussion</u> The west side of 192 nd Street in this area is in the city limits, but the east is located in the county and subject to the 28E Agreement. The Study established four growth areas with corresponding standards. Mr. Morris's property is located in a City Growth Area 1B which are areas: <i>Located within the three-mile study area that is a priority for growth in an urban development pattern. The land is identified as an area having access, or planned access, for services including water, sanitary sewer, storm sewer, emergency services, power, natural gas, communications, and roadways. Areas should be developed to City standards. The area is projected to have access to a roadway network. In many cases this area can be serviced from existing infrastructure with extension and does not require installation of new main service trunk lines. Areas will be annexed and reclassified into the appropriate City zoning district as subdivision or development of individual sites occur.</i> 192 nd Street is an area the City anticipates future growth. This area requires immediate annexation into the City should subdivision action occur. Per the adopted policies, subdividing the property would require Mr. Morris to extend sanitary sewer and develop the lots to city standards. These standards include storm water, paving and lot size requirements. With the adoption of the Joint Land Use Study and 28E Agreement, allowing delayed annexation would require waiving the adopted policies. It is Staff's opinion that protection of this area to ensure orderly growth of the city is imperative. Extensions of sanitary sewer that have to "leapfrog" over already developed areas which makes sanitary extension more expensive with less users to connect. Additionally, allowing development in this area to be built to county standards versus city standards will be accepting substandard development into the City at the time of annexation.		

Recommendation

The Community Development Department recommends denial of Andrew (Buck) Morris's request to waive the Joint City-County Land Use requirement of immediate annexation for subdivision action in a City Growth Area 1B and authorize an annexation agreement to be executed when sanitary sewer is brought within 200 feet of the property or four (4) years, whichever comes first.







Attachments

1. Resolution
2. Proposed site location map
3. Growth Area 1B Land Use Study policies

Submitted by: Courtney Harter, Director of Community Development

CITY OF COUNCIL BLUFFS - CITY COUNCIL BUCK MORRIS SUBDIVISION (CITY GROWTH AREA 1B MAP)

Legend

-  Buck Morris Subdivision (Proposed Location)
-  City of Council Bluffs Municipal Boundary
-  City Growth Area IA
-  City Growth Area IB
-  City Growth Area II
-  Parcels

0 450 900
1 Inch = 900 Feet

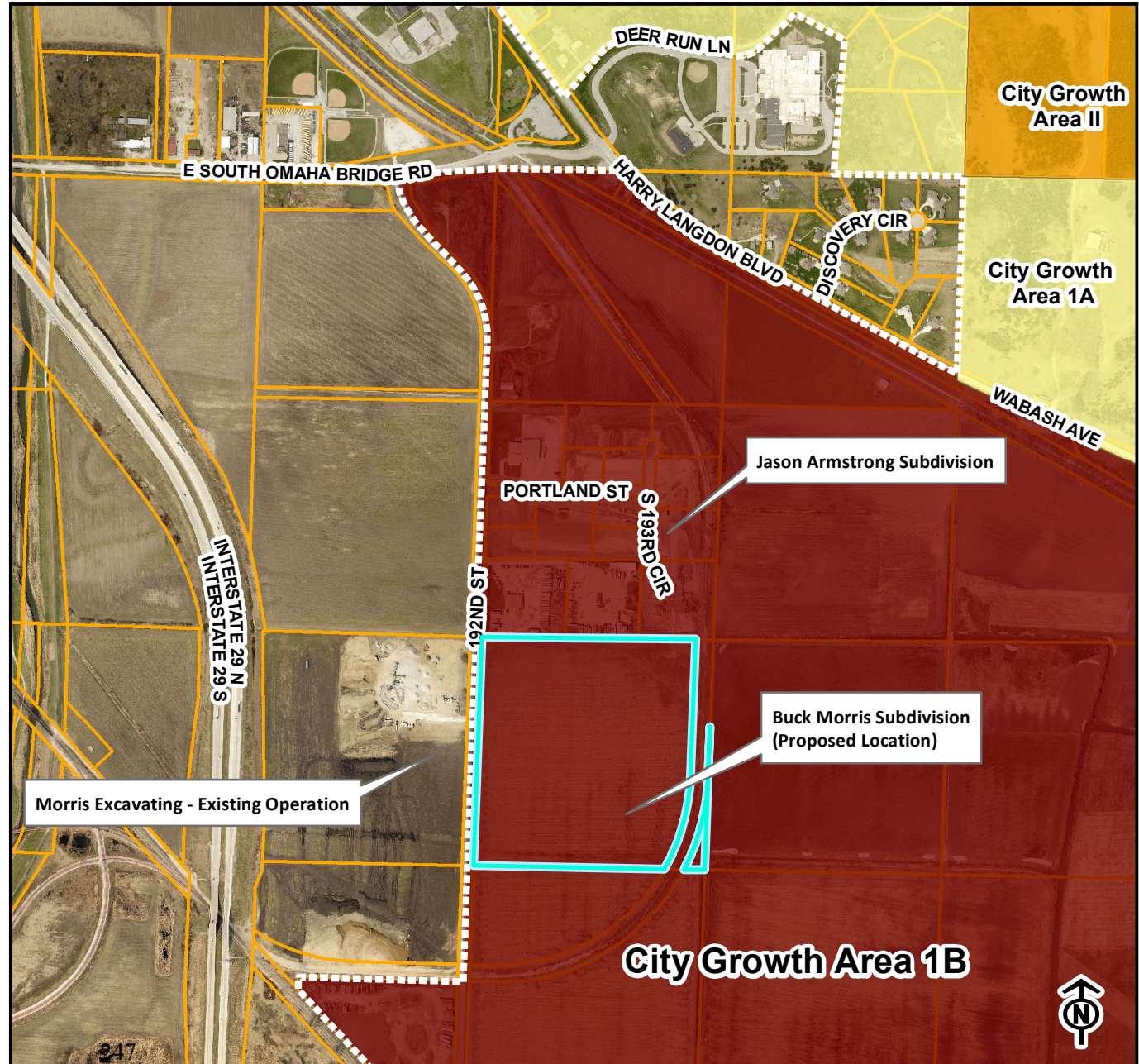


Last Amended: 01/12/24



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

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



CITY GROWTH AREA IB

Land located within the three-mile study area that is a priority for growth in an urban development pattern. The land is identified as an area having access, or planned access for service including water, sanitary sewer, storm sewer, emergency services, power, natural gas, communications, and roadways. Areas should be developed to City standards. The area is projected to have access to a roadway network. In many cases this area can be serviced from existing infrastructure with extensions and does not require installation of new main service trunk lines. Areas will be annexed and reclassified into the appropriate City zoning district as subdivision or development of individual sites occur.

SERVICE AREA GOALS

The following goals have been identified for City Growth Area IB:

- Goal 1: Development shall be constructed in accordance with City development standards.
- Goal 2: Study the viability of extending sanitary sewer service within the Pony Creek drainage basin and the unserved areas of the Mosquito Creek drainage basin. Amend the growth area map accordingly if studies recommend modification based on sewer capacity, serviceability, etc.
- Goal 3: Encourage and concentrate development in areas that have access to or can be provided with full urban services.
- Goal 4: Limit the subdividing of land into acreages that are not provided with full services.
- Goal 5: Areas that can be fully serviced with sanitary sewer extensions from existing lines should be prioritized for development. Areas that can be fully serviced should be developed to maximum densities where possible.

- Goal 6: Limit subdividing of land along existing road frontages into acreages which may impede the future development of the full parcel.
- Goal 7: Encourage commercial and/or industrial use as identified on the future land use plan and where full services can be established at the time of development.
- Goal 8: Areas with full urban services should be annexed into the City or should be required to be annexed at the time of development.
- Goal 9: A regional stormwater management concept plan should be developed to limit the downstream impacts with the area.
- Goal 10: Develop a mechanism to finance the extension of sanitary and storm sewer that considers involvement of partnerships between the City, County, and private parties.
- Goal 11: Allow areas previously developed to be further subdivided subject to (1) annexation into the City or (2) adoption of an annexation agreement.

SERVICE AREA POLICIES

This section provides policy statements for City Growth Area IB:

1. All development shall be in accordance with the adopted standards and ordinances of the City of Council Bluffs.
2. Annexation shall be required if subdivision activity (i.e. minor and major subdivisions, parcel splits, homestead parcel splits, and property line adjustments) meets one or more of the following criteria:
 - Occurs adjacent to City limits;
 - Annexation of the property would connect to land in City Growth Areas IA or 2;
 - Annexation would square off a boundary; and/or
 - Annexation would facilitate infrastructure extensions and/or improvements.
3. Require property that is annexed within this area be served with sanitary sewer and potable water at the time development occurs.
4. Allow existing septic systems to be maintained or replaced until sanitary sewer is available within 200 feet of a subject property.
5. Promote the extensions of municipal services to include water, sanitary sewer, storm sewer, street maintenance, street lighting, snow removal, parking maintenance and enforcement, traffic maintenance, emergency management, roads, bridges, sidewalks, library and park and recreation services to proposed development sites.
6. Coordinate with law enforcement, fire, and emergency medical services to ensure that appropriate levels of services can be provided to all residents.
7. Interconnect to other adjoining parcels to facilitate future development and circulation when practicable.
8. Individual lot frontage on major streets shall be avoided when access is possible from another improved street and/or roadway.
9. All subdivision activity (i.e. minor and major subdivisions, parcel splits, homestead parcel splits, and property line adjustments) shall comply with the standards and procedures established in Title 14: Subdivisions of the Council Bluffs Municipal Code and shall not impede the future development of surrounding parcels. No subdivision, parcel split, homestead parcel split, or property line adjustment shall be approved that causes or increases the nonconformity of any lot, use, or structure.

IMPLEMENTATION STRATEGIES

This section provides implementation strategies for City Growth Area IB:

1. City development standards will be applied to regulate development. The City will provide the County with the opportunity to comment on all requests for conformance with the policies established for City Growth Area IB.
2. Annexation of this area is anticipated to be concurrent with individual subdivision activity (i.e. minor and major subdivisions, parcel splits, homestead parcel splits, and property line adjustments) and with the extension of utility systems. In the event that none of the criteria in Policy Statement No. 2 are met and it is not practicable to complete an annexation at the time of development, the subdivider of property shall enter into an agreement with the City providing assurances that when it is practicable to be annexed they, along with any successors and assigns, will cooperate with the process on a voluntary basis.
3. All subdivision activity (i.e. minor and major subdivisions, parcel splits, homestead parcel splits, and property line adjustments) in City Growth Area IB shall be reviewed and approved by the City of Council Bluffs.
4. Parcel splits shall be allowed as a one-time action from a parent parcel (not previously subdivided) provided the remainder of the parcel to be split is 20 acres or greater and retains a potential for development at urban standards.
5. Homestead parcel splits shall be allowed as a one-time action from a parent parcel (not previously subdivided) provided the "homestead" parcel contains no more than 4 acres, and the remainder of the parcel to be split is 20 acres or greater and retains a potential for development at urban standards.
6. Property line adjustments shall be allowed provided they do not result in the creation of an additional buildable lot.
7. Zoning shall remain under the authority of Pottawattamie County until time of annexation.

RESOLUTION NO. 24-53

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE PETITION FOR VOLUNTARY ANNEXATION AND ANNEXATION AGREEMENT WITH MORRIS PROPERTIES, LLC AS WELL AS THE JOINT CITY/COUNTY AGREEMENT PERTAINING TO PROPERTY LEGALLY DESCRIBED AS THE NORTHEAST QUARTER SECTION OF THE SOUTHWEST QUARTER OF SECTION 7-17-43, EXCEPT RAILROAD RIGHT-OF-WAY, LEWIS TOWNSHIP, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Morris Properties, LLC is the owner of the above-described property which lies just outside Council Bluffs City limits in Pottawattamie County; and

WHEREAS, The City has adopted the Joint City-County Land Use Study and subsequent 28E Agreement that provides policy guidance for annexation tied to subdivision action; and

WHEREAS, Morris Properties, LLC requests a waiver to the outlined policies for the Land Use Study and allow for a delayed annexation agreement to occur under the conditions of (1) extension of sanitary sewer to the site or (2) until the date of December 1, 2030; and

WHEREAS, it is in the best interest of the City of Council Bluffs to waive the Joint City-County Land Use Study adopted policies.

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

That the Mayor of Council Bluffs is hereby authorized to execute the Petition for Voluntary Annexation, the Annexation Agreement and the Joint City/County Agreement and to take any other action needed by the City to cause this development to move forward.

ADOPTED
AND
APPROVED

February 26, 2024

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Police
Case/Project No.:
Submitted by: Chief Matt Davis

Resolution 24-54
ITEM 6.B.

Council Action: 2/26/2024

Description

Resolution authorizing the City to award a \$10,000 hiring bonus to police officer candidates certified by the Iowa Law Enforcement Academy.

Background/Discussion

This Resolution is a renewal of an existing Resolution set to expire on June 30, 2024. The \$10,000 hiring bonus for certified officers was originally initiated to address difficulties in hiring qualified police officer candidates. It remains a challenge for the Council Bluffs Police Department and other law enforcement agencies nationwide to hire qualified officers.

Recommendation

Approval of this resolution.

Renewing this Resolution ensures the Council Bluffs Police Department would not be placed at a competitive disadvantage with other Iowa law enforcement agencies.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-54	Resolution	2/21/2024

A RESOLUTION TO PAY CERTIFIED POLICE APPLICANTS A \$10,000 SIGNING BONUS.

WHEREAS, This amendment shall become effective immediately upon passage of this resolution and shall remain in effect through June 30, 2025.

The Chief of the Police Department is authorized to pay a \$10,000 hiring bonus to those applicants that are already certified law enforcement officers when hired.

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW24-17
Submitted by: Matthew Cox, Public
Works Director

Resolution 24-55
ITEM 6.C.

Council Action: 2/26/2024

Description

Resolution authorizing the Mayor and City Clerk to execute an agreement with JEO Consulting Group, Inc. for engineering services in connection with the 6th Avenue Pump Station Odor Control. Project # PW24-17

Background/Discussion

The 6th Avenue sanitary sewer pump station is the third largest station in the sanitary collection system with nearly 35% of the City's sewage passing through this station.

Through the process of collecting and treating wastewater, nuisance odors are emitted and often become a point of concern. During the time it takes the sewage to travel through the collection system, septic conditions can occur. This is particularly true during the summer, when smells can be the most offensive.

Larger pump stations, like 6th Avenue, can be equipped with an air scrubber system to reduce the foul odor issues. The station still has the original odor control units constructed in 1992. This project will replace the system which has now reached beyond its service life limit. The newer technology of a modern air scrubber system will provide more reliable and improved odor control for the surrounding neighborhood.

The project will also include the necessary modifications to the electrical motor control center to accommodate the new system.

This project was included in the FY24 CIP with a budget of \$1,000,000 in Local Option Sales Tax funds.

JEO was recently selected as the most qualified engineer for another pump station rehabilitation. That project is now substantially complete. Based upon this successful project history, it is appropriate for JEO to continue their role as a pump station project engineer.

Recommendation

Approval of this resolution to enter into an agreement with JEO Consulting Group, Inc.

ATTACHMENTS:

Description	Type	Upload Date
Engineering Agreement	Agreement	2/13/2024
Resolution 24-55	Resolution	2/21/2024

**MASTER SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between City of Council Bluffs, Iowa (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

From time to time Owner intends to engage Engineer to provide professional services. This Agreement and identified Exhibits sets forth the general terms and conditions which shall govern the relationships and performance of Owner and Engineer, if and only if one or more Task Orders are agreed to under this Agreement. Each engagement will be documented by a Task Order.

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineering services related to following Capital Improvement Planning projects for the Public Works Department:
 - a. PW24-17: 6th Ave Scrubber
- B. Services will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided. Potential tasks that could be completed by specific Task Orders include but are not limited to: engineering studies, pre-design evaluation, design services, design review, bidding support, and construction services.
- C. The general format of a Task Order is shown in Exhibit B.
- D. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- E. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, Engineer’s services, Engineer’s compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order.
- B. Engineer will commence performance as set forth in each Task Order.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit A and in each Task Order.

ARTICLE 3 - TERM

3.01 Term

- A. This Agreement shall be effective and applicable to Task Orders issued from the Effective Date of the Agreement.

ARTICLE 4 - Compensation

4.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and each Task Order.
- B. Standard hourly bill rates shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer.

ARTICLE 5 - EXHIBITS AND SPECIAL PROVISIONS

5.01 Exhibits

- A. Exhibit A – General Conditions
- B. Exhibit B – Sample Task Order
- C. Exhibit C – City of Council Bluffs Provisions

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 3 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement will be effective on _____(which is the Effective Date of the Agreement).

Owner: City of Council Bluffs, Iowa

Engineer: JEO Consulting Group, Inc.

By: Matthew J. Walsh

By: Blake Birkel, PE

Title: Mayor

Title: Principal

Date Signed: _____

Date Signed: 2/12/2024

Address for giving notices:

Address for giving notices:

Department of Public Works
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503-4270

JEO Consulting Group, Inc.
11213 Davenport Street, Suite 200
Omaha, NE 68154-2604

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit B. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession

practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

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

8. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

9. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

JEO to further compensation at rates to be agreed upon by the owner and JEO.

10. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

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

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

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

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

13. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

14. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

15. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

16. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

17. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

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

The cost of the arbitration, if any, will be divided equally between the owner and JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

Task Order __

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated _____ (“Agreement”), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title:

B. Description:

2. Services of Engineer

See Attachment “A”.

3. Owner’s Responsibilities

Exhibit “A” from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

4. Times for Rendering Services

Phase	Completion Date
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	

5. Payments to Engineer

A. For Lump Sum Method of Payment A

- The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$_____ based on the following assumed distribution.
- Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in by the Owner.

Phase	Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
Total	

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

B. For Standard Hourly Rates Method of Payment:

1. Current hourly rate schedule is attached and subject to adjustment approximately February 1st of each year.
2. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$_____ based on the following assumed distribution.
3. Engineer's estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

Phase	Estimated Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding	
Construction	
Post-Construction	
Total	

6. Other Modifications to Master Agreement:

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, _____.

Engineer

Owner

Signature

Date

Signature

Date

Name

Name

Title

Title

DESIGNATED REPRESENTATIVE:

DESIGNATED REPRESENTATIVE:

Name

Name

Title

Title

Address

Address

E-Mail Address

E-Mail Address

Phone

Phone

Non-Discrimination Provisions

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

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

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

RESOLUTION
NO 24-55

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH JEO CONSULTING GROUP, INC.
FOR ENGINEERING SERVICES IN CONNECTION WITH THE
6TH AVENUE PUMP STATION ODOR CONTROL
PROJECT #PW24-17**

WHEREAS, the city wishes to make improvements known as the 6th Avenue Pump Station Odor Control, within the city as therein described; and

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

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

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

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with JEO Consulting Group, Inc. for engineering services relative to the 6th Avenue Pump Station Odor Control project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW24-13
Submitted by: Matthew Cox, Public
Works Director

Resolution 24-56
ITEM 6.D.

Council Action: 2/26/2024

Description

Resolution authorizing the Mayor and City Clerk to execute an agreement with Snyder & Associates, Inc. for engineering services in connection with the Hillcrest Avenue Reconstruction, Phase 1. Project # PW24-13

Background/Discussion

Hillcrest Avenue is a residential street with infrastructure that dates back to the 1970's and is in need of replacement. The pavement on Hillcrest Avenue has an asphalt surface approximately 16 feet wide with no curb and gutter, sidewalk, or storm sewer. The existing 8" sanitary sewer will be replaced or rehabilitated. The roadway surface is in poor condition and the width of the roadway does not meet current standards. The goal of the project is to maximize the width of the roadway based on the adjacent terrain limitations and evaluate options for sidewalk and storm sewer. The exact limits of Phase 1 will be determined in the scoping effort.

The project was included in the FY25 CIP with funding from Local Option Sales Tax. The preliminary project budget is \$850,000.

Four firms from the City's pre-qualified consultant list were asked to submit their qualifications for providing engineering services for the project. Four responses were received and reviewed by a three-person committee. Each proposal was scored based on the team qualifications, past experience, project approach and understanding, and clarity, conciseness and organization of the proposal.

Snyder & Associates, Inc. was selected as the most qualified to perform the work for this project. They have a clear understanding of the project with a history of similar projects, and the qualified staff available to dedicate to the project.

Recommendation

Approval of this resolution to enter into an agreement with Snyder & Associates, Inc. for engineering services.

ATTACHMENTS:


Description	Type	Upload Date
Map	Map	2/15/2024
Engineering Agreement	Agreement	2/13/2024
Resolution 24-56	Resolution	2/21/2024

PW24-13
HILLCREST AVE.
RECONSTRUCTION PH I



PROJECT LOCATION

Legend

 PW 24-13

**PROFESSIONAL SERVICES AGREEMENT
HILLCREST AVENUE RECONSTRUCTION – PHASE 1
CITY PROJECT NUMBER PW 24-13
CITY OF COUNCIL BLUFFS, IOWA**

I. NAME OF PARTIES OF THE AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2024 by and between,
The City of Council Bluffs, Iowa, a Municipal Corporation, hereinafter called "OWNER" and
Snyder & Associates, Inc., a corporation, hereinafter called "ENGINEER" as follows:

II. NAME OF PROFESSIONAL SERVICE

The OWNER shall retain the ENGINEER to complete Professional Services for the preparation of engineering surveys, preliminary design, final design, construction plans and specifications, contract documents, and construction services for Hillcrest Avenue Reconstruction - Phase 1, hereinafter called the "PROJECT"

III. SCOPE OF WORK

A. GENERAL

The ENGINEER shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as named in Article II and as described hereinafter as follows:

1. The PROJECT includes, but is not limited to, design services for Phase 1 of Hillcrest Avenue generally described as an area from Harmony Street to the northern terminus.
2. The ENGINEER will complete engineering surveys, design plans and specifications, construction documents, bid letting assistance, construction staking, administration and observation, and final project acceptance for the proposed PROJECT.

B. ENGINEERING SERVICES

The ENGINEER will provide the Engineering Services as follows. Payment shall be made as specified in Article VI of this Agreement.

1. Definition & Scope of Project
2. Survey
3. Design
 - a. Preliminary
 - b. Final

4. Bid Phase
5. Construction
 - a. Observation
 - b. Management
 - c. Staking
6. Outside Consultants/Testing
7. R.O.W., Easements, Outside Permits, Assessments

IV. RESPONSIBILITY OF THE OWNER

At its own expense, the OWNER shall have the following responsibilities regarding the execution of the Contract by the ENGINEER.

A. PROJECT OFFICER

The OWNER shall name a Project Officer to act as the OWNER's representative with respect to the work performed under this Agreement. All correspondence with OWNER relating to PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.

B. PROMPT RESPONSE

To prevent an unreasonable delay in the ENGINEER's work, the OWNER will examine all reports, drawings, specifications, and other documents and will provide authorizations in writing to the ENGINEER to proceed with work within a reasonable time period.

V. WORK SCHEDULE

The PROJECT, from design through construction completion, shall be performed by the ENGINEER in accordance with a schedule mutually developed by the OWNER and ENGINEER. Generally, the schedule for the PROJECT is described as follows:

- A. (See attached preliminary schedule)
- B. The ENGINEER shall not be responsible for delays in the schedule which are beyond the ENGINEER's control.

VI. COMPENSATION AND TERMS OF PAYMENT

The OWNER shall pay the ENGINEER in accordance with the terms and conditions of this Agreement.

A. ENGINEERING SERVICES

As set forth in Article III (B) the engineering fee shall be on the following basis:

SCOPE OF SERVICES	FEE BASIS
1. Definition of Problem scope of Project	Hourly not to exceed negotiated maximum.
2. Survey	Lump Sum
3. Design a. Preliminary b. Final	Lump Sum
4. Bid Phase	Lump Sum
5. Construction a. Observation b. Management c. Staking	Hourly not to exceed negotiated % of construction (average of two low bidders).
6. Outside Consultants/Testing	Billed as per invoice.
7. ROW, Easements, Outside permits, Assessment	Hourly

Actual project fees will be determined at a later date and approved by a supplemental agreement.

B. ADDITIONAL SERVICES

Additional Services shall be performed as requested in writing by the OWNER and shall be in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

VII. METHOD OF PAYMENT

- A. The ENGINEER shall submit billings for Basic, Construction and Additional Services to the OWNER on a thirty (30) day basis under separate cover and shall be paid by the OWNER within fourteen (14) days after approval by the City Council. The OWNER shall pay the ENGINEER a percentage of the total fee for each phase or a cost not to exceed the amount shown in accordance with the schedule shown below.
- B. Billings shall include sufficient documentation to explain the charges. All billing shall be accompanied by a Billings Information Report on a form provided to the ENGINEER by the OWNER.

VIII. TERMINATION OF AGREEMENT

The ENGINEER or OWNER may, after giving seven (7) days written notice to the other party, terminate this agreement and the ENGINEER shall be paid for services provided to the termination notice date, including reimbursable expenses due, plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

IX. CONFLICT OF INTEREST

No elected official or employee of the OWNER who exercises any responsibilities in review, approval, or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his or her direct or indirect personal or financial interest.

X. ASSIGNABILITY

The ENGINEER shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the OWNER.

XI. TITLE TRANSFER

All drawings, specifications and other work products of the PROJECT are instruments of services for this PROJECT only and shall remain the property of the ENGINEER. The ENGINEER may deliver to the OWNER, at the OWNER's request, paper or electronic media copies of documents prepared in accordance with this Agreement. The OWNER may make hard copies or electronic copies of these documents for purposes supporting the intended use of the project. Any reuse or modification of the documents supplied by ENGINEER for purposes of the PROJECT, including electronic media will be at the recipient's risk and responsibility. Electronic media will be provided as is without warranty, and it shall be the OWNER'S responsibility to reconcile this electronic data with the paper plans, and that the paper plans shall be regarded as legal documents for this PROJECT.

XII. CONFIDENTIALITY

No reports, information, and/or data given to or prepared or assembled by the ENGINEER under this Agreement shall be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

XIII. INDEMNIFICATION

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

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

XIV. INSURANCE

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

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

XV. ARBITRATION

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

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

XVI. ENGINEER'S RESPONSIBILITY

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

XVII. COMPLETENESS OF THE AGREEMENT

This document contains all terms and conditions of this Agreement and any alteration shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement. There are no understandings, representations, or agreements, written or oral, other than those incorporated herein.

XVIII. ENGINEER'S CERTIFICATION OF REPORT

The ENGINEER shall place his certification on the Contract Documents, all in conformity with Chapter 114, Code of Iowa.

XIX. COMPLIANCE & REGULATIONS

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

1. Compliance with Regulations: The Engineer shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by referenced and made a part of this contract.
2. Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "B" of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases or equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Council Bluffs, The Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City of Council Bluffs shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Engineer under the contract until the Engineer complies; and/or,
- b. cancellation, termination or suspension of the contract, in whole or in part.

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

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and the year first above written.

ATTEST:

Jodi Quakenbush, City Clerk

OWNER

By _____
Matthew J. Walsh, Mayor

ATTEST:

Andrea Yeoman

ENGINEER

SNYDER & ASSOCIATES, INC.

By _____
Michael G. Geier, Regional Manager

Preliminary Schedule
City of Council Bluffs
Hillcrest Avenue Reconstruction – Phase 1
City Project Number PW 24-13
Process & Schedule

- | | | |
|-----|---------|--|
| 1. | 2/13/24 | Prepare “Agreement to Provide Services” (Council Approval 2/26/24) |
| | | 5 days after council approval |
| 2. | TBD | Meet with staff to discuss project scope |
| | | 10 days |
| 3. | TBD | Submit “Project Scoping” proposal (Hourly NTE) |
| | | 5 days after approval of scoping proposal |
| 4. | TBD | Submit “Project Scope & Estimate of Construction Costs” |
| | | 5 days after approval of scope & costs |
| 5. | TBD | Submit “Proposal for Services & Fees” |
| 6. | TBD | 35% Concept Preliminary Design |
| 7. | TBD | 60% Progress Submittal |
| 8. | TBD | 95-98% Plans – Set Public Hearing. |
| 9. | TBD | 100% Plans – Hold Public Hearing |
| 10. | TBD | Letting |
| 11. | TBD | Award |

SNYDER & ASSOCIATES, INC.
2024
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$252.00	/hour
Principal I	\$237.00	/hour
Senior	\$216.00	/hour
VIII	\$198.00	/hour
VII	\$187.00	/hour
VI	\$178.00	/hour
V	\$166.00	/hour
IV	\$153.00	/hour
III	\$141.00	/hour
II	\$128.00	/hour
I	\$115.00	/hour
Technical		
Technicians--CADD, Survey, Construction Observation		
Lead	\$150.00	/hour
Senior	\$144.00	/hour
VIII	\$134.00	/hour
VII	\$124.00	/hour
VI	\$111.00	/hour
V	\$101.00	/hour
IV	\$91.00	/hour
III	\$82.00	/hour
II	\$75.00	/hour
I	\$66.00	/hour
Administrative		
II	\$77.00	/hour
I	\$63.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	

RESOLUTION
NO 24-56

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH SNYDER & ASSOCIATES, INC.
FOR ENGINEERING SERVICES IN CONNECTION WITH
HILLCREST AVENUE RECONSTRUCTION, PHASE 1
PROJECT #PW24-13**

WHEREAS, the city wishes to make improvements known as
Hillcrest Avenue Reconstruction, Phase 1
within the city as therein described; and

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

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

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

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with
Snyder & Associates, Inc. for engineering services relative to the Hillcrest Avenue
Reconstruction, Phase 1 project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: BM24-01
Submitted by: Matthew Cox, Public Works
Director

Resolution 24-57
ITEM 6.E.

Council Action: 2/26/2024

Description

Resolution accepting the bid of Bluffs Paving & Utility Co. Inc. in connection with the Mid-America Center Parking Lots Rehab, Phase 4. Project # BM24-01

Background/Discussion

On February 6, 2024 bids were received through the City bidding software, Ion Wave, as follows:

	Division I <u>General</u>	Division II <u>Pavement</u>	Division III <u>Storm Sewer</u>	<u>Total</u>
Bluffs Paving & Utility Co. Inc., Crescent, IA	\$61,541.22	\$398,584.04	\$5,099.55	\$465,224.81
United Utilities & Excavation, Council Bluffs, IA	\$47,895.80	\$428,787.72	\$5,000.00	\$481,683.52
Carley Construction, LLC, Council Bluffs, IA	\$44,146.30	\$434,812.01	\$3,750.00	\$482,708.31
DPS, LLC, Omaha, NE	\$92,235.40	\$525,562.01	\$17,000.00	\$634,797.41
Engineer's Opinion (HGM)	\$52,549.00	\$461,502.00	\$7,500.00	\$521,551.00

The project number was changed from BM23-02 to BM24-01 to coincide with the 2024 CIP.

The Entertainment District located between 23rd Avenue and I-80/29, and from 24th Street to 35th Street is a premier destination location within the City of Council Bluffs and includes the Mid-America Center. The parking lots that surround the Mid-America Center are owned by the City. The paving has degraded to the point where maintenance is difficult and there are safety concerns because of the poor condition. A study was performed in 2011 and updated in 2015 which recommended the replacement of the parking lots. The conceptual plan suggested that the work could be performed in phases over a few years. The work has been programmed in multiple years of the CIP.

Three phases have been completed. Phase 4 includes a portion of the north lot (see attached map for locations of Phases 1 thru 4).

This project was included in the FY24 CIP with a budget of \$600,000 from General Fund.

The project schedule is as follows:

Award	February 26, 2024
Construction Start	April/May 2024

Recommendation

Approval of this resolution to accept the bid of Bluffs Paving & Utility Co. Inc. for the Mid-America Center Parking Lots Rehab, Phase 4.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	2/13/2024
Resolution 24-57	Resolution	2/21/2024

BM 24-01
MID-AMERICA CENTER
PARKING LOTS REHAB PH4

24TH AVE

S2

FUTURE
7250 SY

FUTURE
16,455 SY

PHASE 3

PHASE 4

PHASE 1

ARENA WAY

BASS PRO DR

PHASE 2

PHASE 1

MARC BLVD

BLUFFS RUN

HORSESHOE

HORSESHOE

HORSESHOE

PLAZA VIEW DR

RESOLUTION
NO 24-57

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
BLUFFS PAVING & UTILITY CO. INC. FOR THE
MID-AMERICA CENTER PARKING LOTS REHAB, PHASE 4
PROJECT #BM24-01**

WHEREAS, the plans, specifications, and form of contract for the Mid-America Center Parking Lots Rehab, Phase 4 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 January 15, 2024, and the plans, specifications and form of contract were approved; and

WHEREAS, Bluffs Paving & Utility Co. Inc. has submitted a low bid in the amount of \$465,224.81 for this contract.

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

That the bid of Bluffs Paving & Utility Co. Inc. in the amount of \$465,224.81 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Mid-America Center Parking Lots Rehab, Phase 4; and

BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW24-12
Submitted by: Matthew Cox, Public
Works Director

Resolution 24-58
ITEM 6.F.

Council Action: 2/26/2024

Description

Resolution authorizing the Mayor and City Clerk to execute an agreement with Ehrhart Griffin & Associates for engineering services in connection with the South 23rd Street Sewer Rehab, Phase I. Project # PW24-12

Background/Discussion

The South 23rd Street sanitary sewer is a collector sewer receiving flow from the area between 20th Street and 26th Street and from the I-29 south to 6th Avenue. The trunk sewer is old, in poor condition, and needs to be replaced.

The existing street has poor drainage and areas of the pavement and curbs are deteriorated.

The project will reconstruct South 23rd Street from approximately 3rd Avenue to 6th Avenue. The exact limits of the Phase 1 project will be determined during design.

This project was included in the FY25 CIP and includes a budget of \$700,000 in Local Option Sales Tax funds and \$300,000 in sewer funds.

Four firms from the City's pre-qualified consultant list were asked to submit their qualifications for providing engineering services for the project. Four responses were received and reviewed by a three-person committee. Each proposal was scored based on the team qualifications, past experience, project approach and understanding, and clarity, conciseness and organization of the proposal.

Ehrhart Griffin & Associates was selected as the most qualified to perform the work for this project. They have a clear understanding of the project with a history of similar projects, and the qualified staff available to dedicate to the project.

Recommendation

Approval of this resolution to enter into an agreement with Ehrhart Griffin & Associates for engineering services.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	2/15/2024
Engineering Agreement	Agreement	2/15/2024
Resolution 24-58	Resolution	2/21/2024

PW24-12
S. 23RD ST. REHAB PH I

3RD AVE

S 22ND ST

4TH AVE

PROJECT LOCATION
3RD AVE TO 6TH AVE

S 23RD ST

S 24TH ST

5TH AVE

6TH AVE



PROPOSAL FOR PROFESSIONAL ENGINEERING &
LAND SURVEYING SERVICES
EGA PROJECT NO. EGA241017

February 14th, 2024

Mr. Matt Cox, Public Works Director/City Engineer
City of Council Bluffs Public Works Department
209 Pearl Street
Council Bluffs, IA 51501

Dear Mr. Cox:

EHRHART GRIFFIN & ASSOCIATES propose to render professional engineering and land surveying services in connection with that portion of PW24-12, South 23rd Street Sewer Rehab, Phase 1.

Our service structure is as follows:

A. Surveying

Provide land surveying services as required to complete the Preliminary and Final Design of the project.

B. Conceptual Phase

Prepare conceptual drawing, cost estimate, and coordinate with the City to define the scope of the Project.

C. Preliminary and Final Design Phases

In consultation with the City, and based on the accepted conceptual plans, prepare Preliminary Design documents consisting of Final Design criteria and preliminary drawings. Based on the information contained in the Preliminary Design documents, a revised cost estimate will be prepared.

With the approval of the Preliminary Design documents, prepare for incorporation in the Contract Documents, Final Design drawings to show the general scope, extent, and character of the work to be furnished and performed by the Contractor(s) including specifications. Provide other services as directed by the City to initiate the Bidding Phase.

D. Bidding Phase

Assist the City in obtaining Bids for construction of the Project. Prepare and issue addenda as necessary to interpret, clarify, or expand the Bidding Documents. Attend the Bid opening as requested and assist the City in evaluating the Bids.

E. Construction Phase

Provide construction observation, project management, and construction staking services necessary to determine, in general, that work by the contractor is proceeding in accordance with the Contract Documents. The City will be kept informed of the progress of the work. Review of shop drawings, coordination of testing services, processing of change orders, and applications for payment will also be provided.

F. Project Management

Provide services as requested by the City not typical to technical design services.

G. Outside Consultants/Testing

Obtain necessary sub-consultants and testing services required for construction to be completed in accordance with the Contract Documents.

H. Right of Way

Coordinate and prepare necessary documentation to obtain right-of-way, easements, outside permits, and assessments.

These Professional Engineering and Land surveying services would be provided at the following fee schedule:

A. Surveying	Lump Sum
B. Concept Phase	Hourly, not to exceed a negotiated maximum
C. Preliminary and Final Design Phase	Lump Sum
D. Bidding Phase	Lump Sum
E. Construction Phase	Hourly, not to exceed negotiated maximum
F. Project Management	Hourly, not to exceed negotiated maximum
G. Outside Consultants/Testing	Billed per invoice
H. Right of Way	Hourly

Hourly and additional or non-customary services will be charged at an hourly rate based on the following Hourly Rate Schedules:

EHRHART GRIFFIN & ASSOCIATES

STANDARD HOURLY RATE SCHEDULE:

Principal	242.00/hr.	Survey Department Manager	170.00/hr.
Vice President	242.00/hr.	Professional Land Surveyor	153.00/hr.
Sr. Engineering Project Manager	220.00/hr.	Survey Technician	137.00/hr.
Engineering Project Manager	160.00/hr.	Survey Crew Chief	153.00/hr.
Project Engineer	153.00/hr.	Survey Crew Chief W/ EDM	305.00/hr.
Design Engineer	142.00/hr.	Survey Crew Chief W/ GPS	305.00/hr.
Engineering Technician I	121.00/hr.	Survey Crew W/ Drone	305.00/hr.
Engineering Technician II	137.00/hr.	Office Clerical	100.00/hr.
Construction Manager	160.00/hr.	Business Manager	100.00/hr.
Construction Observer I	100.00/hr.		
Construction Observer II	110.00/hr.		

REIMBURSABLE EXPENSES:

Deliveries FedEx/UPS	37.00/ea.	Bond Copy (24"x36")	4.60/ea.
Mileage	0.63/mi.	Bond Copy (30"x42")	6.40/ea.
Mylar Copy (24" x 36")	9.30/ea.	Color Copy (8½"x11")	1.30/ea.
Mylar Copy (30"x 42")	11.60/ea.	Color Copy (8½"x14")	1.50/ea.
Bond Copy (8½"x11")	0.80/ea.	Color Copy (11"x17")	3.60/ea.
Bond Copy (8½"x14")	0.90/ea.	Color Copy (24"x36")	6.90/ea.
Bond Copy (11"x17")	1.00/ea.	Color Copy (30"x42")	10.50/ea.
		Scanning	1.30/sf

Ehrhart Griffin & Associates will bill the City monthly for services and reimbursable expenses. The aforementioned financial arrangements are on the basis of prompt payment and the orderly and continuous progress of construction.

We would expect to start promptly with the above work upon acceptance of this proposal and to complete our services according to the construction schedule.

If there are protracted delays for reasons beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scales applicable to the period when services are in fact being rendered.

Should budgetary limitations become a factor in the completion of this work, the City shall so advise Ehrhart Griffin & Associates in writing at the earliest possible date. We will endeavor to work within such limitations.

Ehrhart Griffin & Associates agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all claims arising out of the negligent acts, errors, or omissions of Ehrhart Griffin & Associates, its officers, agents, and employees in the execution of the services specified in this contract

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

- **INSURANCE**

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

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

- **ARBITRATION**

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

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

- **ENGINEER'S RESPONSIBILITY**

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

Refer to the attached APPENDIX "A" which identifies additional responsibilities of the ENGINEER.

This proposal letter represents the entire understanding between the City and Ehrhart Griffin & Associates with respect to the project and may be modified in writing with the signatures of both parties.

If this satisfactorily sets forth your understanding of the arrangement between us, please sign both copies of this letter where indicated. Please retain one copy for your records and return the second copy to this office.

OWNER : CITY OF COUNCIL BLUFFS

A/E: EHRHART GRIFFIN & ASSOCIATES

Signature: _____

Signature: Michael Holton

By: Matthew J. Walsh

By: Michael C. Holton, P.E.

Title: Mayor

Title: Project Manager

Date: _____

Date: February 14, 2024

Address: 209 Pearl Street

Address: 149 West Broadway

City, State: Council Bluffs, IA 51503

City, State: Council Bluffs, IA 51503

Phone: (712) 890-5264

Phone: (712) 256-5691 Fax: (402) 551-6540

Email: mayor@councilbluffs-ia.gov

Email: mholton@ehrhartgriffin.com

APPENDIX "A"

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

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

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

RESOLUTION
NO 24-58

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH EHRHART GRIFFIN & ASSOCIATES
FOR ENGINEERING SERVICES IN CONNECTION WITH
SOUTH 23RD STREET SEWER REHAB, PHASE I
PROJECT #PW24-12**

- WHEREAS, the city wishes to make improvements known as South 23rd Street Sewer Rehab, Phase I, within the city as therein described; and
- WHEREAS, Ehrhart Griffin & Associates has submitted an agreement to provide engineering services for the work necessary for said improvements; and
- WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with Ehrhart Griffin & Associates for engineering services relative to the South 23rd Street Sewer Rehab, Phase I project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Parks and Recreation
Case/Project No.: Prospect Park
Playground Upgrade, R24-16
Submitted by: Vincent Martorello

Resolution 24-59
ITEM 6.G.

Council Action: 2/26/2024

Description

Resolution authorizing the Mayor and City Clerk to enter into an agreement and award a contract in the amount of \$285,000 to Dostals Construction Co, Inc for the Prospect Park Playground Upgrade. R24-16

Background/Discussion

The Council approved the Prospect Park Playground Upgrade as an FY 24 Capital Improvement Project with a budget of \$500,000. The City received two bids for the project and the apparent low bidder is Dostals Construction Co. Inc. with a bid amount of \$285,000. The other bidder was from Fisher Building Services with a bid amount of \$401,750. The design fee for the playground is \$47,500 and the cost of non-construction items such as the play equipment, site furnishings, and water fountain is \$146,400. When the non-construction items and design fee are subtracted from the project budget, the remaining amount is \$306,400. The bid amount of \$285,000 and is within the remaining amount of \$306,400.

The Prospect Park playground was installed approximately forty years ago, in 1984. The new playground will have a play structure, standalone play equipment and a swing. The project is anticipated to start in August 2024.

Recommendation

Approve resolution award contract to Dostals Construction Co. Inc. in the amount of \$285,000 for the upgrade of Prospect Park Playground, project #R24-16.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-59	Resolution	2/21/2024

RESOLUTION
NO 24-59

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AGREEMENT AND AWARD A CONTRACT IN THE AMOUNT OF \$285,000 TO
DOSTALS CONSTRUCTION CO, INC FOR THE PROSPECT PARK PLAYGROUND
UPGRADE, PROJECT R24-16**

- WHEREAS, the Council approved the Prospect Park Playground Upgrade as an FY 24 Capital Improvement Project with a budget of \$500,000; and
- WHEREAS, the playground upgrade will include a new play structure, safety play surface, and retaining wall; and
- WHEREAS, two bids were received for the project and Dostals Construction Co Inc. is the apparent low bidder with a bid in the amount of \$285,000; and
- WHEREAS, when the design fee and purchase on non-construction items (e.g., play equipment, site furnishings, etc.) is subtracted from the project budget, \$306,100 is remaining and available for construction: and
- WHEREAS, the bid amount of \$285,000 is within the remaining amount for construction; and
- WHEREAS; the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized, empowered and directed to execute a contract in the amount of \$285,000 for the Prospect Park Playground Upgrade, Project R24-16 with Dostals Construction Co, Inc.

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community

Development

Case/Project No.: PR-23-007

Submitted by: Moises Monrroy,

Planner

Resolution 24-60

ITEM 6.H.

Council Action: 2/26/2024

Description

Resolution to adopt an associated development plan on property legally described as Lots 1 and 2, Union at Bluffs Run. Location: Undeveloped land lying north of 27th Avenue and west of South 19th Street. PR-23-007

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/16/2024
Attachment A: Location/Zoning Map	Map	2/16/2024
Attachment B: Letter of Intent	Letter	2/16/2024
Attachment C: Union at Bluffs Run Development Plan	Other	2/16/2024
Attachment D: Building Elevations	Other	2/16/2024
Attachment E: Signage Plan	Other	2/16/2024
Attachment F: Sidewalk Connectivity Exhibit	Other	2/16/2024
Resolution 24-60	Resolution	2/21/2024

City Council Communication

<p>Department: Community Development</p> <p>CASES #PR-23-007 and #ZC-23-016</p> <p>Applicant: Union Development Holdings LLC 409 Massachusetts Avenue Suite 300 Indianapolis, IN 46204</p> <p>Property Owner: G&A Properties LLC c/o Gregory S. Poor 526 Crescent Drive Crescent, IA 51526</p>	<p>Ordinance No. _____</p> <p>Resolution No. _____</p> <p>Ordinance No. _____</p>	<p>CASE #ZC-23-016 1st Consideration: 2/12/2024 2nd Consideration: 2/26/2024 3rd Consideration: 3/11/2024 Requested to be waived</p> <p>CASE #PR-23-007 1st Consideration: 2/12/2024 2nd Consideration: 2/26/2024 3rd Consideration: 3/11/2024 Requested to be waived</p> <p>CASE #PR-23-007 Development Plan: 3/11/2024 2/26/2024</p> <p>Planning Commission: 1/9/2024</p>
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Subject/Title

Request: Combined public hearings on the requests of Union Development Holdings LLC to append a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan, and to rezone property legally described as the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District.

Location: Undeveloped land lying north of 27th Avenue and west of South 19th Street

Background/Discussion

The Community Development Department has received the following requests from Union Development Holdings LLC:

- A. **CASE #PR-23-007:** Append a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan.
- B. **CASE #ZC-23-016:** Rezone property legally described as the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District.

The purpose of the request to append a planned residential overlay onto the subject property and adopt the associated development plan is to establish standards for site design, building placement, architecture, landscaping, off-street parking, and signage for a multifamily affordable housing development at the Union at Bluffs Run subdivision. The subject property contains 16.66 acres, more or less, of land, and thus is eligible for the adoption of a PR-1/General Master Planned Development Overlay (the minimum tract of land that can be considered for a PR-1 Overlay is 1 ½ acres). For zoning consistency purposes, the developer is also requesting to rezone the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition to ensure

the entirety of the proposed multifamily residential development is zoned R-3/Low Density Multifamily Residential District.

The proposed multifamily residential development will be completed in two phases. The first phase will consist of 192 dwelling units in four three-story buildings on Lot 1, Union at Bluffs Run. Each building will contain a mixture of one-, two-, and three-bedroom apartments. The proposed multifamily buildings on Lot 1 are expected to be completed by Fall 2026. The second phase will be developed at a later date and will consist of three additional multifamily buildings on Lot 2, Union at Bluffs Run. Once the second phase is completed, the total number of dwelling units at this site will be 336. Income limits for tenants will be set at 60% of the area median income. Site amenities will include a community/fitness center, community space, a computer room, a playground, a dog park, and a picnic area.

CASE #ZC-23-016

The tract of land proposed to be rezoned is currently zoned C-2/Commercial District. The purpose of the proposed rezoning is to ensure the zoning designation for the entire Union at Bluffs Run development site is consistent. The developer is also requesting to append a PR-1 Overlay onto Lots 1 and 2, Union at Bluffs Run and to adopt the associated development plan in order to establish standards for site design, building placement, architecture, landscaping, off-street parking, and signage for the proposed multifamily residential development (see Case #PR-23-007).

Land Use and Zoning – The following zoning and land uses surround the subject property:

Direction	Existing Zoning Districts	Existing Land Uses
North	R-3/Low Density Multifamily Residential District	An apartment complex (Beacon Place Apartments), a church (Victory Fellowship Church), and single-family homes
South	I-2/General Industrial District	A trailer/truck repair shop (Complete Trailer Repair)
East	R-1/Single-Family Residential District	Single-family homes
West	C-2/Commercial District and P-C/Planned Commercial District	US District Courthouse and vacant land

The Future Land Use Plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as ‘Low Density Residential.’

Property Owner Notification – Public notices were mailed to all property owners within 200 feet of the request. No comments were received as of the date of this report.

City Departments and Utilities – All appropriate City departments and utilities were notified of the proposed planned residential overlay. The following comments were received:

A. The Council Bluffs Public Works Department had the following comments:

1. Site stormwater management is required for both quantity and quality. The Public Works Department will continue to work with the Engineer of Record (EOR) on these requirements.
 2. The Public Works Department will continue to work with the developer on the phasing of the required improvements to 27th Avenue.
 3. South 22nd Street will need to be improved to a City standard. The Public Works Department will work with the developer concerning these improvements.
 4. Roadway improvements to South 22nd Street and 27th Avenue shall be limited to the section of each public right-of-way that is adjacent to the boundary of the Union at Bluffs Run subdivision.
 5. The Public Works Department will work with the EOR on the design standard and specifications of required improvements to utilities servicing the proposed development.
 6. Sidewalks will be required along rights-of-way adjacent to platted roadway corridors.
- B. The Council Bluffs Parks and Recreation Department noted that there are several gaps in the proposed sidewalk network for the development (see Attachment 'F'). They stated that the sidewalks should extend to a street or connect to a nearby sidewalk.
- C. The Council Bluffs Police Department stated they have no comments on the request.
- D. The Council Bluffs Fire Department stated they have no comments on the request.
- E. Council Bluffs Water Works stated they have no comments on the request.
- F. MidAmerican Energy stated they have no conflicts with the request. They also stated that the developer or their agents must contact MidAmerican Energy directly to identify costs, timelines, and dependencies associated with extending electric distribution facilities to supply the development.

Discussion

- A. The developer has requested to rezone the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition from C-2/Commercial District to R-3/Low Density Multifamily Residential District. This vacated section of South 20th Street right-of-way is part of Lot 2, Union at Bluffs Run and will be included in the proposed multifamily residential development. All other land included in the Union at Bluffs Run subdivision is zoned R-3/Low Density Multifamily Residential District. The purpose of the proposed rezoning is to ensure the zoning designation for the entire Union at Bluffs Run development site is consistent.
- B. The Future Land Use Plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as 'Low Density Residential.' As per the Bluffs Tomorrow: 2030 Plan, areas designated as 'Low Density Residential' may include "*attached or detached single-family, or multifamily developments... integrated into the character and structure of the overall neighborhood.*" The proposed multifamily residential development is generally consistent with the 'Low Density Residential' designation.
- C. Utility extensions (e.g., sanitary/storm sewers, water, gas, electric, etc.) will be required to service the proposed multifamily residential development.

CASE #PR-23-007

Section 15.28.010, Statement of Intent, PR/Planned Residential Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance) states that "*the Planned Residential Overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where*

modifications of requirements of the underlying zone would not be inconsistent with the comprehensive plan or harmful to the surrounding neighborhoods.” The purpose of this request is to establish standards for site design, building placement, architecture, landscaping, off-street parking, and signage for a multifamily affordable housing development at the Union at Bluffs Run subdivision.

A. Site Development

1. All principal and accessory structures shall have a minimum perimeter setback of 10 feet
 - a. The submitted site plan (Attachment ‘C’) shows that one multifamily building will have a zero-foot setback, which would encroach into the platted franchise utility easements. The layout of the site shall be revised to ensure all structures have a minimum 10-foot setback to all property lines.
2. The maximum height allowed for principal structures shall be 60 feet, in accordance with Section 15.10.050, Site Development Regulations, R-3/Low Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).
3. The maximum height allowed for accessory structures shall be 18 feet, in accordance with Section 15.10.050, Site Development Regulations, R-3/Low Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).
4. The maximum combined lot coverage for all structures shall not exceed 60% of the total lot area.
5. A minimum five-foot wide pedestrian way shall be provided from the primary entrance of each building to the nearest sidewalk, to the extent practical. The pedestrian way may be designated with pavement striping, landscaping, change in surface material, curb and/or grade separation, or some other alternative approved by the Community Development Department Director or his assign. It is encouraged that the pedestrian connection be incorporated into the overall layout of the lot.
6. Sidewalk installation along rights-of-way adjacent to platted roadway corridors shall be completed prior to issuance of the first Certificate of Occupancy on each lot, at no cost to the City. The applicant may install the sidewalks at the time of development or pay a fee in-lieu of the cost of sidewalk construction prior to issuance of a final certificate of occupancy.
7. All fences/walls shall be installed in accordance with Section 15.24.040, Fence Regulations, of the Council Bluffs Municipal Code (Zoning Ordinance).
8. Any solar energy conversion systems installed at this site shall be subject to Section 15.34.030, Solar Energy Conversion Systems, of the Council Bluffs Municipal Code (Zoning Ordinance).
9. All exterior lighting shall conform to Section 15.24.050, Lighting Controls, of the Council Bluffs Municipal Code (Zoning Ordinance). All outdoor light poles shall be limited to a maximum height of 25 feet, as measured from finished grade to the highest point of the pole structure. All light poles shall be painted or finished aluminum or steel. Wood poles shall not be allowed.
10. Outdoor storage of materials, products, equipment, or packaging shall not be permitted. This includes the semi-permanent and/or permanent placement of inter-modal storage/shipping containers.
11. All utilities shall be installed underground. Any cost to remove, relocate, modify, and/or extend utilities to this site shall be at the sole cost of the developer and not the City. The Public Works Department will

work with the engineer of record on the design standard and specifications of required improvements to utilities servicing the proposed development.

12. All grading and drainage activity for this development shall be completed in accordance with Public Works standards. Site stormwater management shall be required for both quantity and quality. The Public Works Department will continue to work with the engineer of record on these requirements.
13. South 22nd Street and 27th Avenue shall be improved to a City standard. The Public Works Department will work with the developer concerning these improvements. Roadway improvements to South 22nd Street and 27th Avenue shall be limited to the section of each public right-of-way that is adjacent to the boundary of the Union at Bluffs Run subdivision.

B. Off-Street Parking

1. The minimum number of off-street parking spaces shall be calculated using the parking requirements in Section 15.23.060, Parking Spaces Required, of the Council Bluffs Municipal Code (Zoning Ordinance). In cases where several uses occupy a structure or parcel of land, the total requirement for off-street parking shall be the sum of the requirement of the different uses.
 - a. The minimum number of off-street parking spaces for multifamily dwellings is based on the number of dwelling units and the number of bedrooms in each unit; for the proposed community center, the number of required parking spaces is based on the maximum occupancy of the building. There is not sufficient information provided in the submitted application to calculate the number of required parking spaces for the proposed development. The submitted site plan (Attachment 'C') shows 488 parking spaces will be provided at this site. The applicant shall submit the information required to determine off-street parking requirements for the proposed development at the time of building permit application submittal. If necessary, the layout of the site shall be revised to ensure a sufficient amount of off-street parking is provided for the proposed multifamily residential development.
2. All off-street parking areas, driveways and drive aisles shall comply with the standards in Chapter 15.23, Off-Street Parking, Loading and Unloading, of the Council Bluffs Municipal Code (Zoning Ordinance), and Iowa's Statewide Urban Design and Specifications (SUDAS) manuals for public improvements.
3. All off-street parking lots shall comply with Chapter 661-18, Parking for Persons with Disabilities, of the Iowa Administrative Code.
4. Bicycle parking shall be incorporated into the overall layout of the site.
 - a. Designated bicycle parking areas shall be located within 100 feet of, and clearly visible from, the main entrance of each building. If two buildings are located within close proximity of each other, the bicycle parking area for each building may be placed on the same location. Shared bicycle parking areas shall be located at an equal distance from the main entrance of each building.
 - b. Bicycle racks shall be secured to the pavement in a location that does not conflict with pedestrian or vehicular circulation routes.
 - c. Bicycle parking shall be provided at a rate of four bicycle parking spaces per building.

- i. The proposed development includes seven multifamily buildings and a community/fitness center, which equates to a minimum of 32 required bicycle parking spaces.
 - d. Bicycle parking shall be installed prior to the issuance of the Certificate of Occupancy for each building.
5. A parking lot permit shall be submitted with the building permit application for the proposed hospital, and shall include the number, location, and dimension of all drive aisles and spaces, bicycle parking, pedestrian ways, islands, landscaped areas, loading areas and lighting.

C. Landscaping

1. A landscaping plan shall be part of every building permit application. The plan shall clearly identify plant materials, quantity, and size and shall show dimensions of all areas to be landscaped.
2. A minimum of one deciduous shade tree shall be planted every 30 linear feet along the frontage abutting 27th Avenue. All tree species planted along the frontage of a public right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.
3. A minimum of one deciduous shade tree shall be planted every 30 linear feet along the frontage abutting South 19th Street. All tree species planted along the frontage of a public right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.
4. Not more than 10% of the landscaped area shall be of inorganic material such as brick, stone, aggregate, river rock, metal or artificial turf. Organic mulch may be used around trees and/or shrubs.
5. A minimum five foot-wide strip of landscaping, planted with trees, shrubs, and/or grass, shall be installed between the edge of all parking lot areas and any abutting property line. The five-foot wide strips may be included in the 10% requirement.
6. All parking lot islands shall be planted with a minimum of one canopy shade tree and ground cover vegetation (e.g., shrubs, sod, mulch, or river rock, etc.).
7. All disturbed areas without a specific landscape design shall be seeded with sod, turf, and/or prairie grass.
8. All trees shall have a minimum caliper width of two inches at the time of planting.
9. Landscaping shall not impede the vision of any automobile traffic entering/exiting or circulating on the subject property.
10. All landscaping shall be appropriately maintained and dead plant material replaced at a time appropriate to planting seasons but in all cases shall be replaced within one year.

D. Architecture

1. Architectural renderings/elevations for the proposed multifamily dwellings are shown in Sheet IFA-13 of Attachment 'D.' The renderings show the exterior being constructed of a combination of brick, lap siding, vertical siding, and shingle siding . These materials are acceptable and shall be used in a combination and pattern generally consistent with the submitted renderings.

2. Architectural renderings/elevations for the proposed community center are shown in Sheet IFA-15 of Attachment 'D.' The renderings show the exterior being constructed primarily out of lap siding with a brick base along the foundation of the front façade and a vertical siding base along the foundation of the rear façade. These materials are acceptable and shall be used in a combination and pattern generally consistent with the submitted renderings.
3. All rooftop mounted mechanical equipment that is visible from an adjacent public street right-of-way shall be screened from view using architectural design features.
4. All ground-mounted mechanical equipment that is visible from an adjacent public street right-of-way shall be completely screened from view using architectural design features, fencing, masonry wall, landscaping, or a combination thereof.
5. All trash receptacles visible from a public right-of-way shall be enclosed on three sides with a masonry, wood, or vinyl fence and shall have a lockable gate that, when closed, completely eliminates view of the dumpster.

E. Signage

1. The total maximum amount of signage allowed shall be based on a calculation of one and one-half (1 ½) square feet of signage per each lineal foot of street frontage along a public street right-of-way or private drive.
2. The total amount of attached signage shall be limited to 15% of the building façade to which it is attached. Attached signage can be placed at any location on the building but shall not extend beyond any building wall or above the peak of the roof.
 - a. As per the submitted signage plan (Attachment 'E'), one attached wall sign will be installed on the front façade of the community center. The proposed sign will contain 3.2 square feet in area. The size and location of the proposed attached wall sign are acceptable.
3. A maximum of one ground/monument neighborhood identification sign shall be allowed per entrance and shall be limited to a maximum height of 10 feet, as measured from finished grade to the highest point of the sign structure. The entire monument sign shall be counted as signage as measured from finished grade to the highest point of the monument and from one side of the monument structure to the other. The maximum sign area shall not exceed 50 square feet of signage per face.
 - a. As per the submitted signage plan (Attachment 'E'), two monument signs will be installed for the proposed development. The first sign will contain 36.6 square feet in area and will measure three feet and eight and one-half inches in height. The second sign will contain 48 square feet in area and will measure six feet in height. One monument sign will be placed near the driveway entrance at the intersection of South 19th Street and 25th Avenue, and the other will be located near the intersection of South 22nd Street and 25th Avenue. The size, height, and location of the proposed monument signs are acceptable.
4. On-site directional/wayfinding signage shall count toward the overall amount of signage permitted on the subject property. Each sign shall be limited to a maximum height of six feet, as measured from finished grade to the highest point of the sign structure. The maximum sign area shall not exceed six square feet of signage per face.

5. No sign listed in Section 15.33.070, Prohibited Signs, of the Council Bluffs Municipal Code (Zoning Ordinance) shall be permitted.
6. A sign permit shall be submitted with every building permit application for any attached, detached and/or on-premise directional signage proposed to be installed on the subject property.

Recommendation

The Community Development Department recommends the following:

- A. Approval of the request to append a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan, subject to the comments stated above and the following condition:
 1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.
- B. Approval of the request to rezone property legally described as the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District, based on the reasons stated above.

Public Hearing

Staff speakers for the request:

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

Speaker in favor:

1. Elizabeth Hunter, 231 Bennett Avenue, Council Bluffs, IA 51503

Speakers against: None

The City Planning Commission recommended the following:

- A. Approval of the request to append a planned residential overlay onto property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan, subject to the comments stated above and the following condition:
 1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.
- B. Approval of the request to rezone property legally described as the West ½ of vacated South 20th Street right-of-way abutting Block 66, Railroad Addition, City of Council Bluffs, Pottawattamie County, Iowa from C-2/Commercial District to R-3/Low Density Multifamily Residential District, based on the reasons stated above.

VOTE: AYE – Hutcheson, Knauss, Opperman, Rater, Stroebele, Van Houten, and Watson.
NAY - None ABSTAIN – None. ABSENT –Bailey, Bass, and Rew. VACANT - One Motion: Carried.

Attachments

Attachment A: Location/Zoning Map
Attachment B: Letter of Intent
Attachment C: Union at Bluffs Run Development Plan
Attachment D: Building Elevations
Attachment E: Signage Plan
Attachment F: Sidewalk Connectivity Exhibit

Prepared by: Moises Monrroy, Planner, Community Development Department

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION CASES #PR-23-007 AND #ZC-23-016 LOCATION/ZONING MAP

Legend

- Case #PR-23-007
- Case #ZC-23-016

0 105 210



1 Inch = 208 Feet



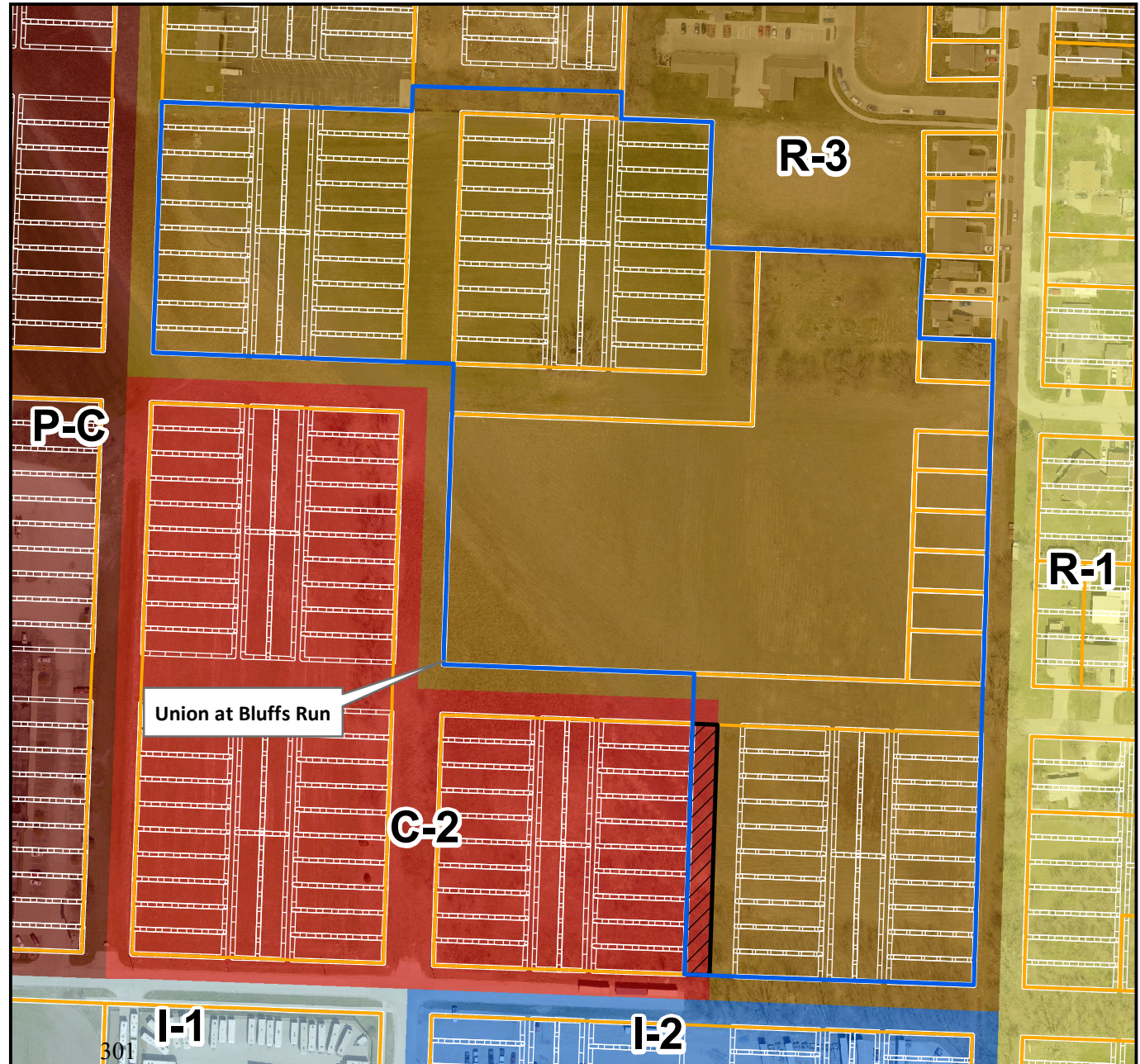
Last Amended: 12/19/2023



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

DISCLAIMER

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



Attachment 'B'

December 12, 2023

City of Council Bluffs, Iowa
209 Pearl Street
Council Bluffs, Iowa 51503

RE: The Annex Group | Union Development Holdings, LLC – Letter of Intent – 16 acres of undeveloped land north of 27th Avenue and west of South 19th Street – Planned Residential Development Plan

To Whom It May Concern:

Please accept the enclosed information relative to our application for *Planned Residential Development Plan (PR)* adoption for undeveloped land located north of 27th Avenue and west of South 19th Street. Our submission consists of the following:

- *Completed Application for Planned Residential Development Plan;*
- *Application Fee* – Check in the amount of \$666.60;
- *Union at Bluffs Run Development Plan* as prepared by Snyder & Associates, dated 12/12/2023;
- *Union at Bluffs Run Conceptual Building Elevations* as prepared by RQAW Architecture.

Proposed Use

Union Development Holdings, LLC aims to partner with the City of Council Bluffs to provide Union at Bluffs Run, a multifamily affordable housing development, located on 16 acres of undeveloped land north of 27th Avenue and west of South 19th Street. Union at Bluffs Run will provide high-quality affordable housing to enhance the economic and social well-being of Council Bluffs residents. The proposed project is to be developed on 16.66 acres of undeveloped land currently owned by the Greg Poor and G&A Properties. Current Zoning of the property is R-3/Low Density Multifamily Residential District.

Union Development Holdings, LLC proposes to build 192-units of 60% Area Median Income affordable housing on the property and will utilize 4% Low-Income Housing Tax Credits issued by the Iowa Finance Authority. The site will include four three-story buildings, each with a mix of one, two, and three-bedroom apartments. Planned amenities include a clubhouse with fitness

center, community space, computer room, playground, dog play area, and picnic area. Proposed building materials include fiber cement board with masonry accents.

Improvements Needed

The property is currently undeveloped land and will need the following improvements:

- Road connections at 25th Avenue and 27th Avenue as shown on the Development Plan
- Earthwork and grading to make the site pad ready
- Utility extensions needed to service the project including storm, sanitary, water, and power

Construction Period and Phasing of the Project

Union at Bluffs Run is planned to be a phased development. The first phase of development is expected to commence in Fall 2024 with the following components:

- 10.62 acres
- 192 multifamily units
- 4 residential buildings
- Standalone clubhouse and amenity center
- Access point at S 19th Street & 25th Avenue
- Secondary access point at 27th Avenue
- All needed utility extensions

The buildings in phase one are expected to be completed by Fall 2026.

The remaining undeveloped property will be developed at a later date.

Company Background

Our mission: *To create a positive impact with the people who live, work, and are engaged in our communities.*

The Annex Group is an Indiana based multi-family housing developer, general contractor, property manager, and owner with a portfolio of communities valued at more than \$500 million. Combining the career experience of its entire leadership team, The Annex Group has overseen

more than \$1 billion in single family, multi-family, mixed-use and other commercial projects including redevelopment and ground-up construction. Our developments create community and improve quality of life. We are proud that each of our developments to date has lived up to its purpose.

Each development is strategically planned and executed to ensure a finished product that is cohesive with the goals and values of the constituencies and communities we serve. Our strategy is to position each redevelopment or newly developed project as the most exciting new address to live, work, or play.

Affordable housing need is at historic levels nationally, regionally, and locally. Rising construction costs and increased interest rates have made development of new affordable projects even more difficult. We understand that new affordable housing in Council Bluffs is in limited supply in proportion to the communities need and to that end, The Annex Group is committed to bringing affordable housing to the City of Council Bluffs.

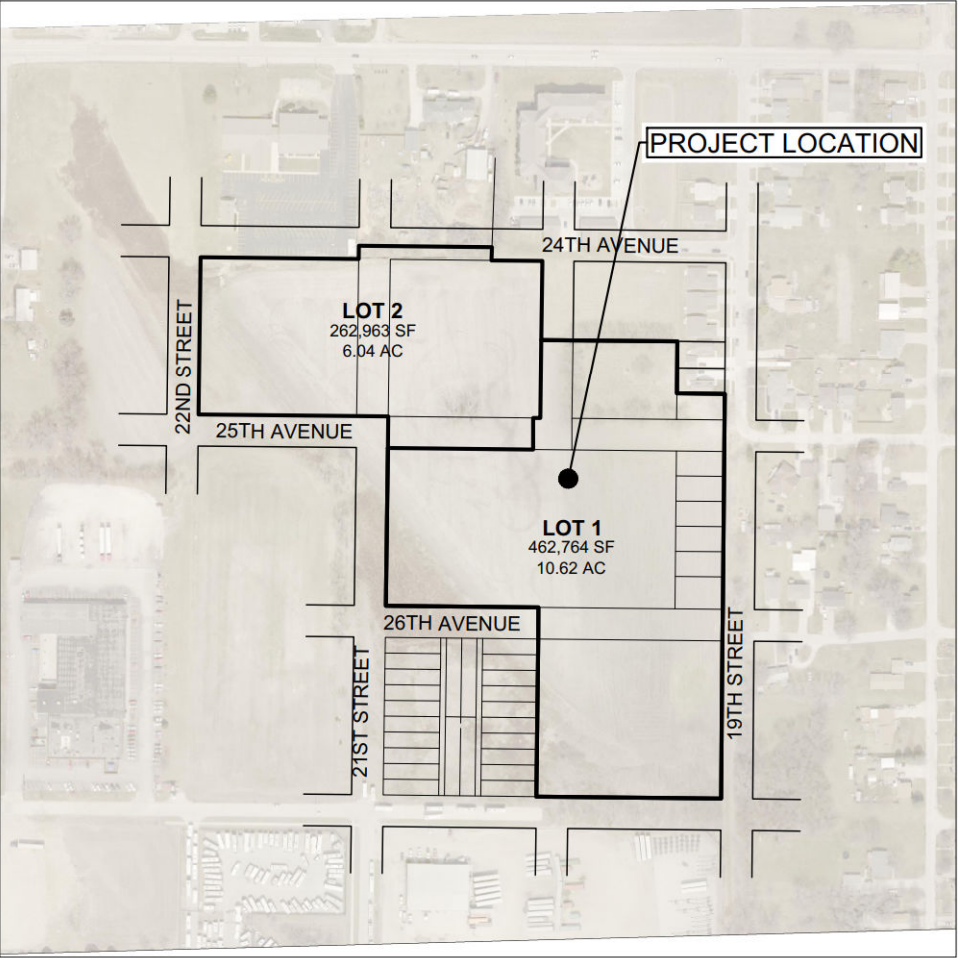
We hope the Planning Commission and subsequently the City Council, will consider supporting this affordable housing project by providing the requested *Planned Residential Development Plan* approval.

Thank you in advance for your thoughtful consideration.

A handwritten signature in cursive script that reads "Derek Hays".

Derek Hays
Director of Development

PLANNED RESIDENTIAL DEVELOPMENT PLAN
FOR
UNION AT BLUFFS RUN
CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA



VICINITY MAP

OWNER
G&A PROPERTIES LLC
526 CRESCENT DRIVE
CRESCENT, IA 51526

APPLICANT
UNION DEVELOPMENT HOLDINGS LLC
409 MASSACHUSETTS AVE. SUITE 300
INDIANAPOLIS, IN 46204

ZONING
R-3 LOW DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT

BULK REGULATIONS
FRONT YARD SETBACK = 20 FEET
STREET SIDE YARD = 15 FEET
REAR YARD SETBACK = 20 FEET
MAXIMUM BUILDING HEIGHT = 60 FEET
LOT COVERAGE / ALL STRUCTURES 45% MAX


INDEX OF SHEETS	
Sheet Number	Sheet Title
C100	TITLE SHEET
C200	SITE LAYOUT AND UTILITY PLAN
C201	SITE LAYOUT AND UTILITY PLAN
C300	SITE GRADING PLAN
C301	SITE GRADING PLAN
C500	SITE PLANTING PLAN
C501	SITE PLANTING PLAN

UNION AT BLUFFS RUN

COUNCIL BLUFFS, IA

TITLE SHEET

SNYDER & ASSOCIATES, INC. |



SNYDER
& ASSOCIATES

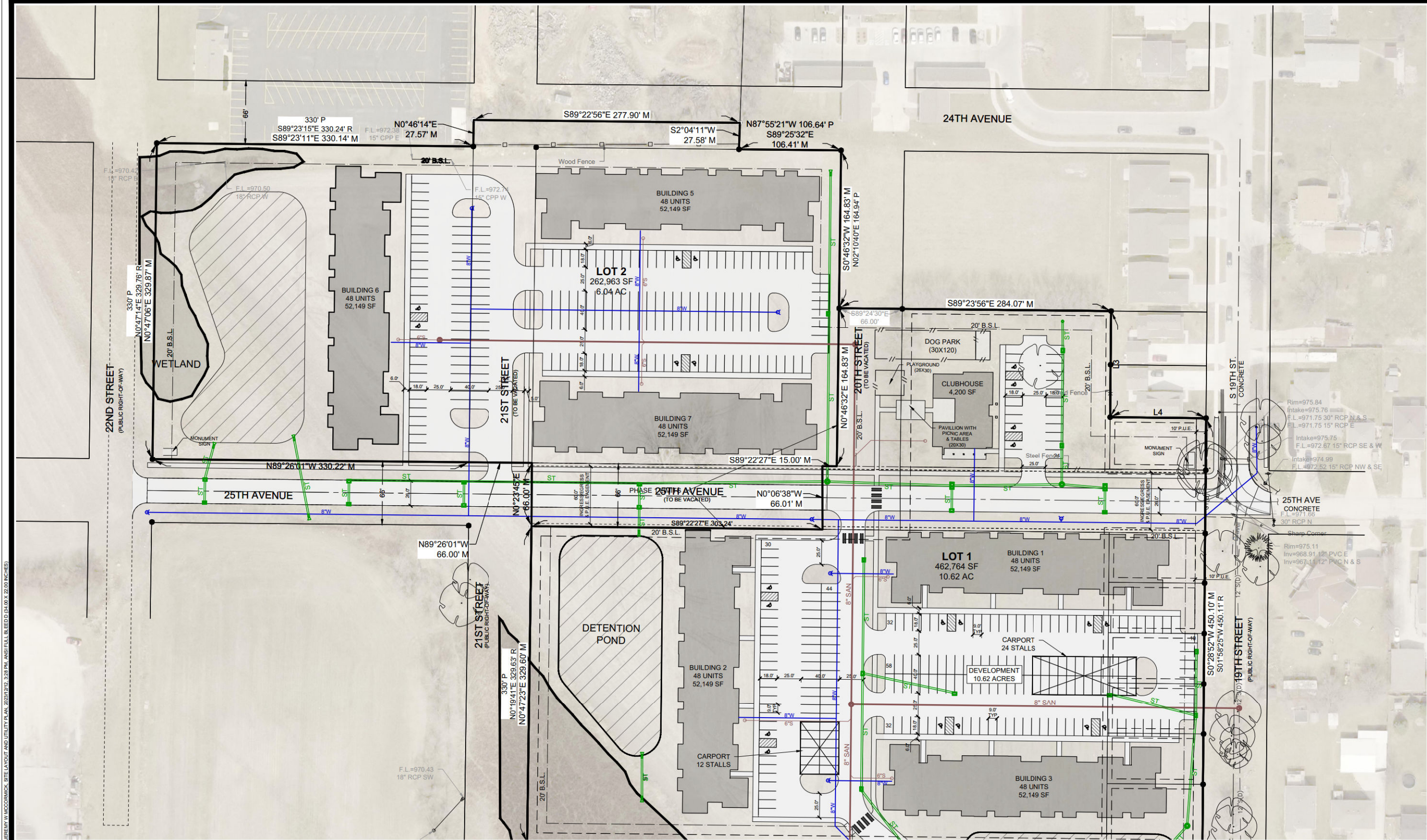
Project No: 123.0193.01

Sheet C100

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Engineer: KMM	Checked By: EDC	Scale: 1" = 200'	
Technician: JWM	Date: 12-12-23	Project No: 123.0193.01	Sheet C100

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

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UNION AT BLUFFS RUN

SITE LAYOUT AND UTILITY PLAN

COUNCIL BLUFFS, IA

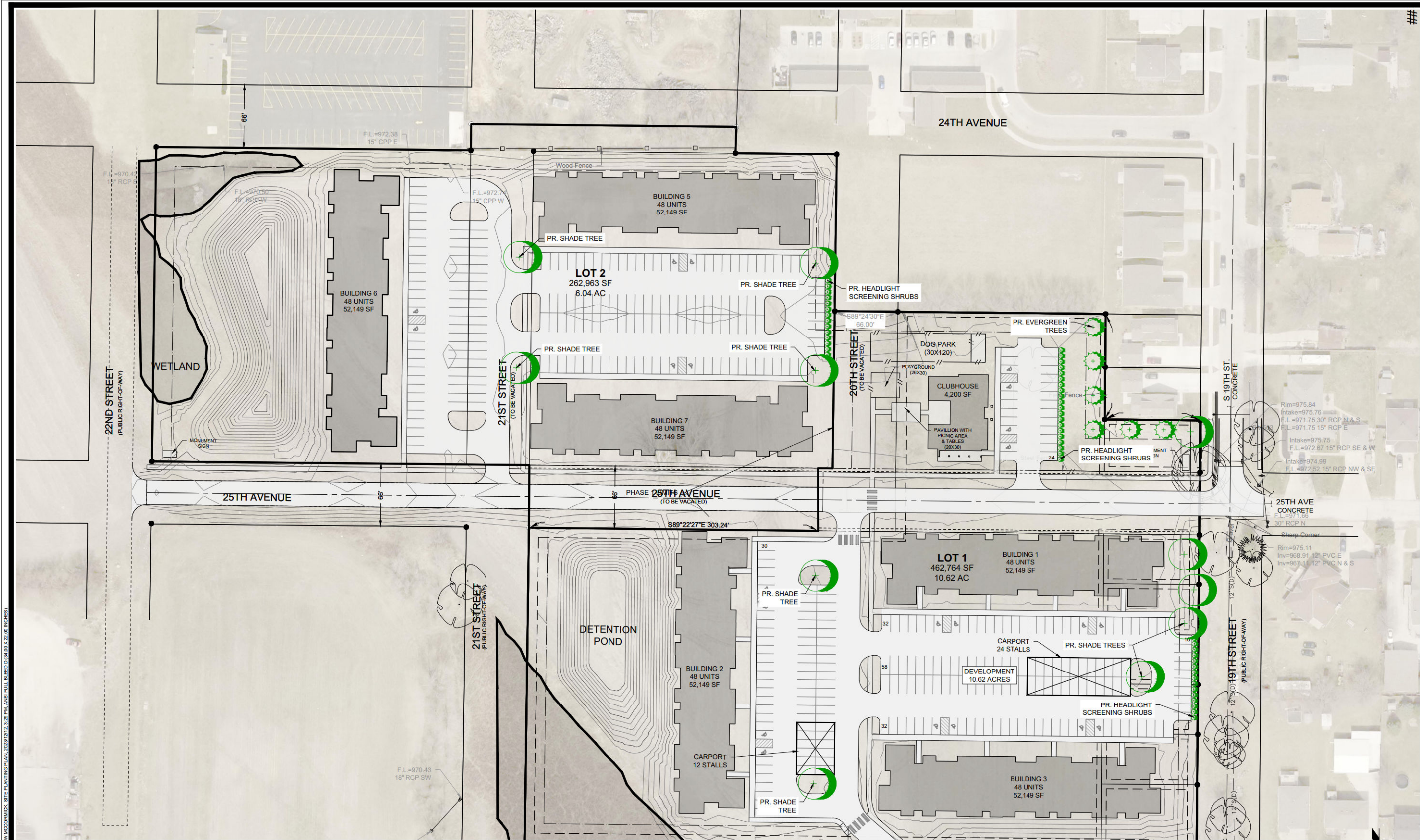
SNYDER & ASSOCIATES, INC.


2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

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Engineer: KMM	Checked By: EDC		
Technician: JWM	Date: 12-12-23		
Project No: 123.0193.01			Sheet C200

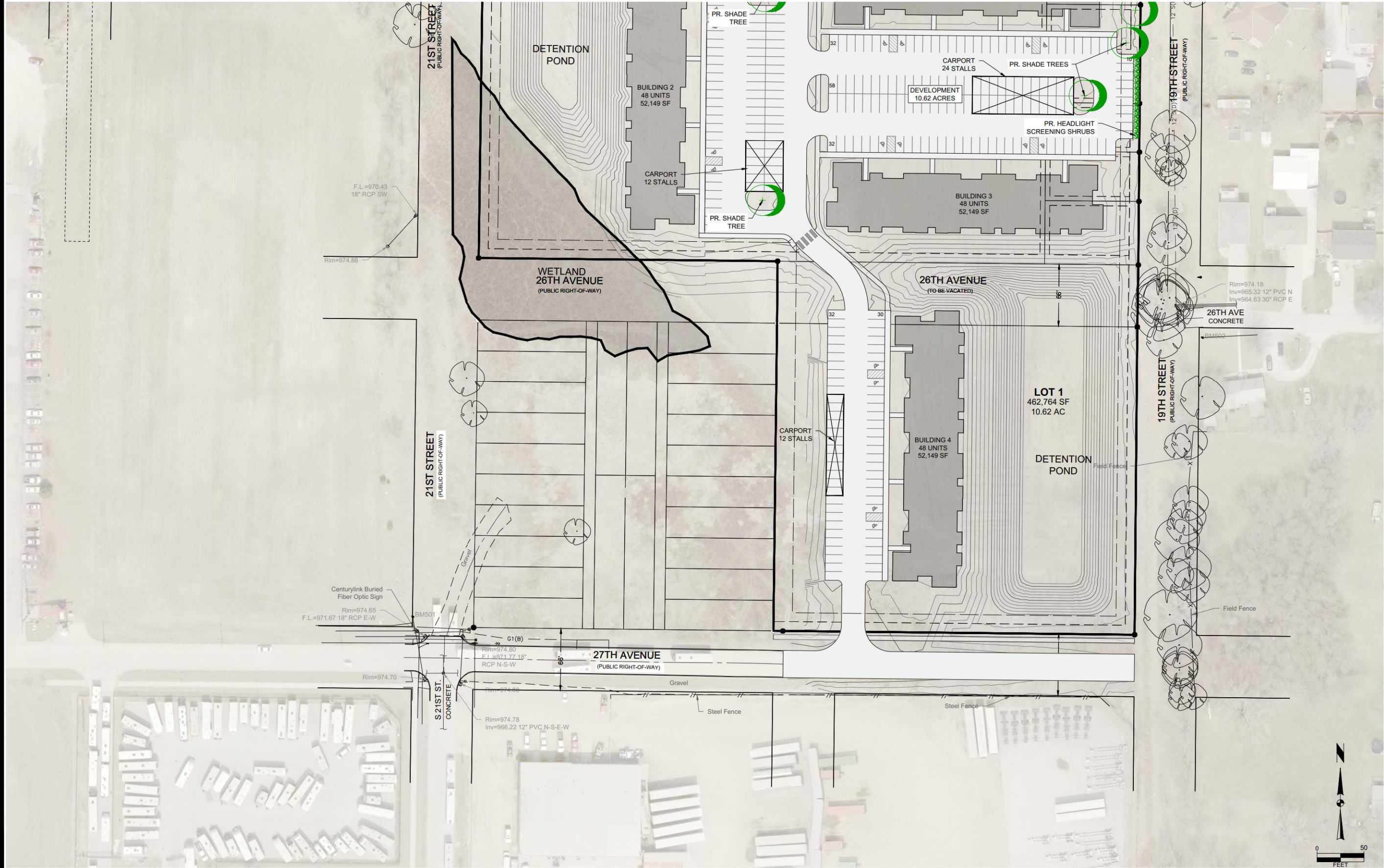


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UNION AT BLUFFS RUN		COUNCIL BLUFFS, IA		Sheet C500	
		SITE PLANTING PLAN		SNYDER & ASSOCIATES, INC.	
 SNYDER & ASSOCIATES		Project No: 123.0193.01		Sheet C500	
		2727 S.W. SNYDER BLVD ANKENY, IOWA 50023 515-964-2020 www.snyder-associates.com			
MARK		REVISION	DATE	BY	
Engineer: JWM		Checked By: EDC	Scale: 1" = 50'	T-R-S: TTN-RRW-SS	
Technician: JWM		Date: 12-12-23			

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UNION AT BLUFFS RUN

SITE PLANTING PLAN



SNYDER

& ASSOCIATES

Project No: 123.0193.01

Sheet C501

COUNCIL BLUFFS, IA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK

REVISION

DATE

BY

Engineer: KMM

Checked By: EDC

Scale: 1" = 50'

Technician: JWM

Date: 12-12-23

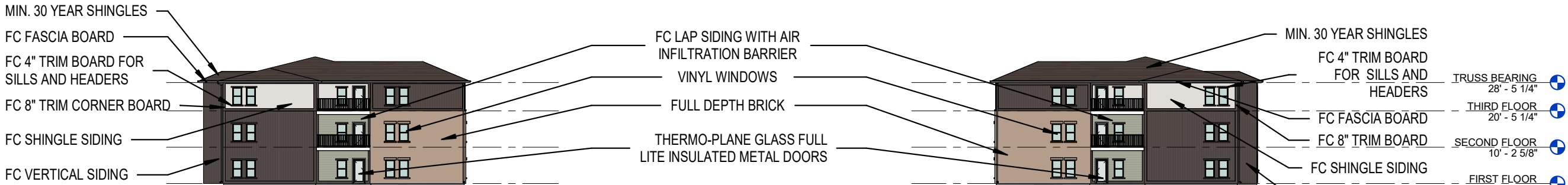
Project No: 123.0193.01

Sheet C501

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1 FRONT ELEVATION
1/32" = 1'-0"



2 SIDE ELEVATION 2
1/32" = 1'-0"

4 SIDE ELEVATION 1
1/32" = 1'-0"

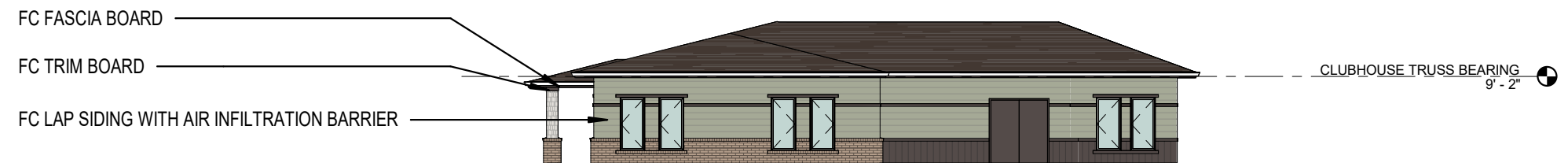


3 REAR ELEVATION
1/32" = 1'-0"



4 CLUBHOUSE REAR ELEVATION

1/16" = 1'-0"



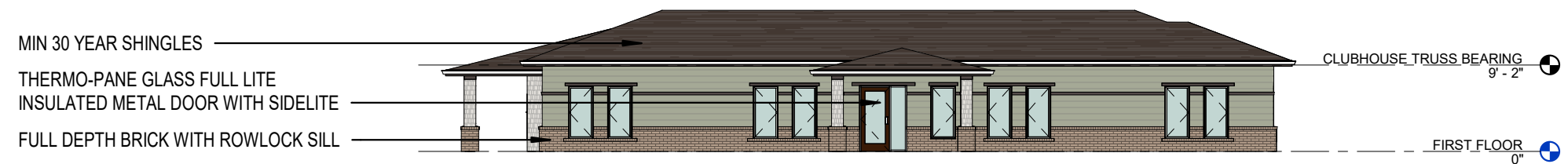
3 CLUBHOUSE SIDE ELEVATION

1/16" = 1'-0"



2 CLUBHOUSE SIDE ELEVATION

1/16" = 1'-0"



1 CLUBHOUSE FRONT ELEVATION

1/16" = 1'-0"



Signage

MISSION

To create a positive impact with the people who live, work and are involved in our communities

INDIANAPOLIS:

409 Massachusetts Ave. Suite 300
Indianapolis, IN 46204
317-584-8442

CHICAGO:

19350 Harlem Ave, Suite 201
Frankfort, IL 60423
708-960-0356

DENVER :

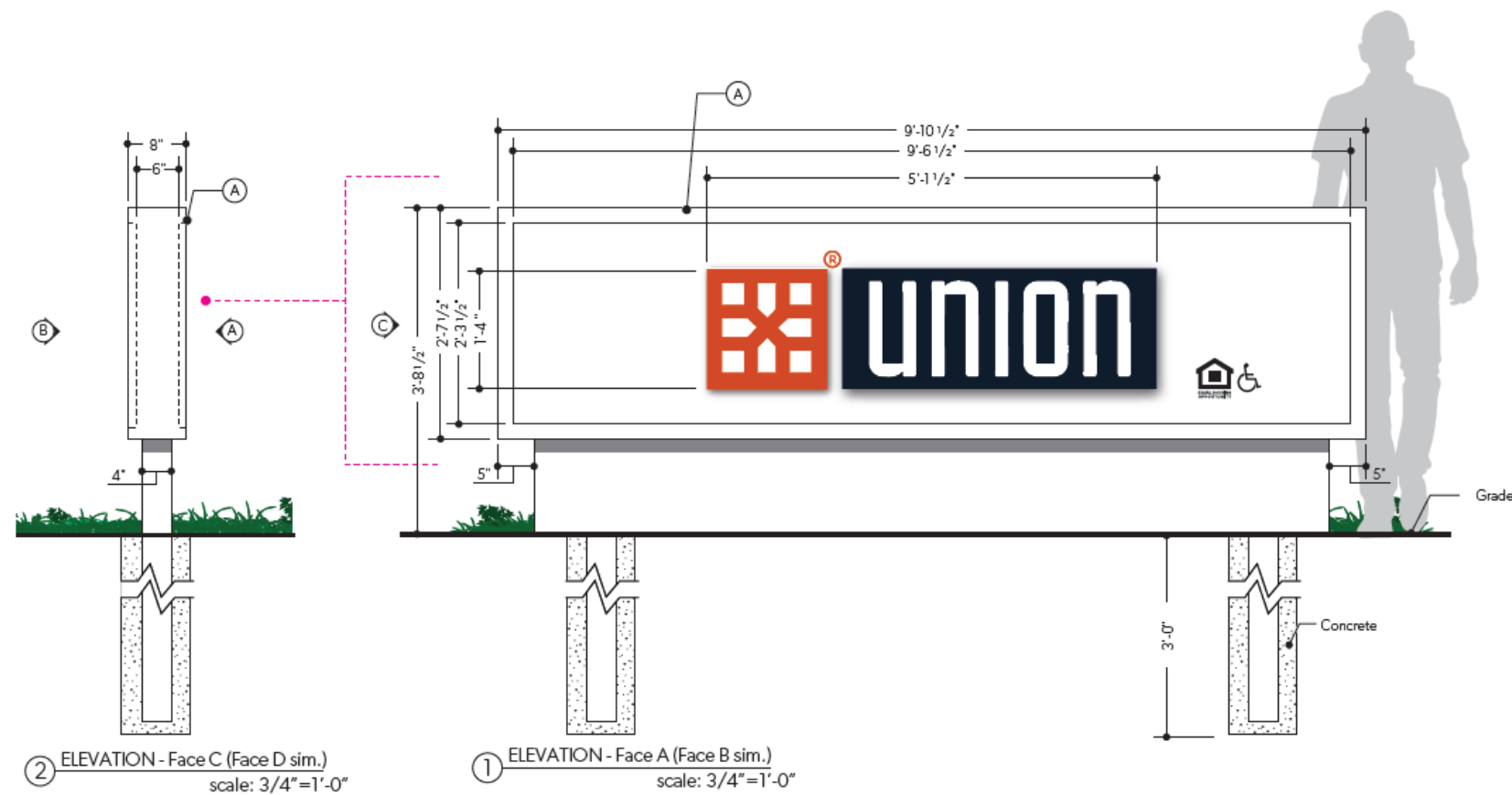
3000 Lawrence St.
Denver, CO 80205

Union Monument Sign - Non illuminated

Qty. 1ea
DOUBLE FACE

NON-ILLUMINATED
GROUND IDENTIFICATION

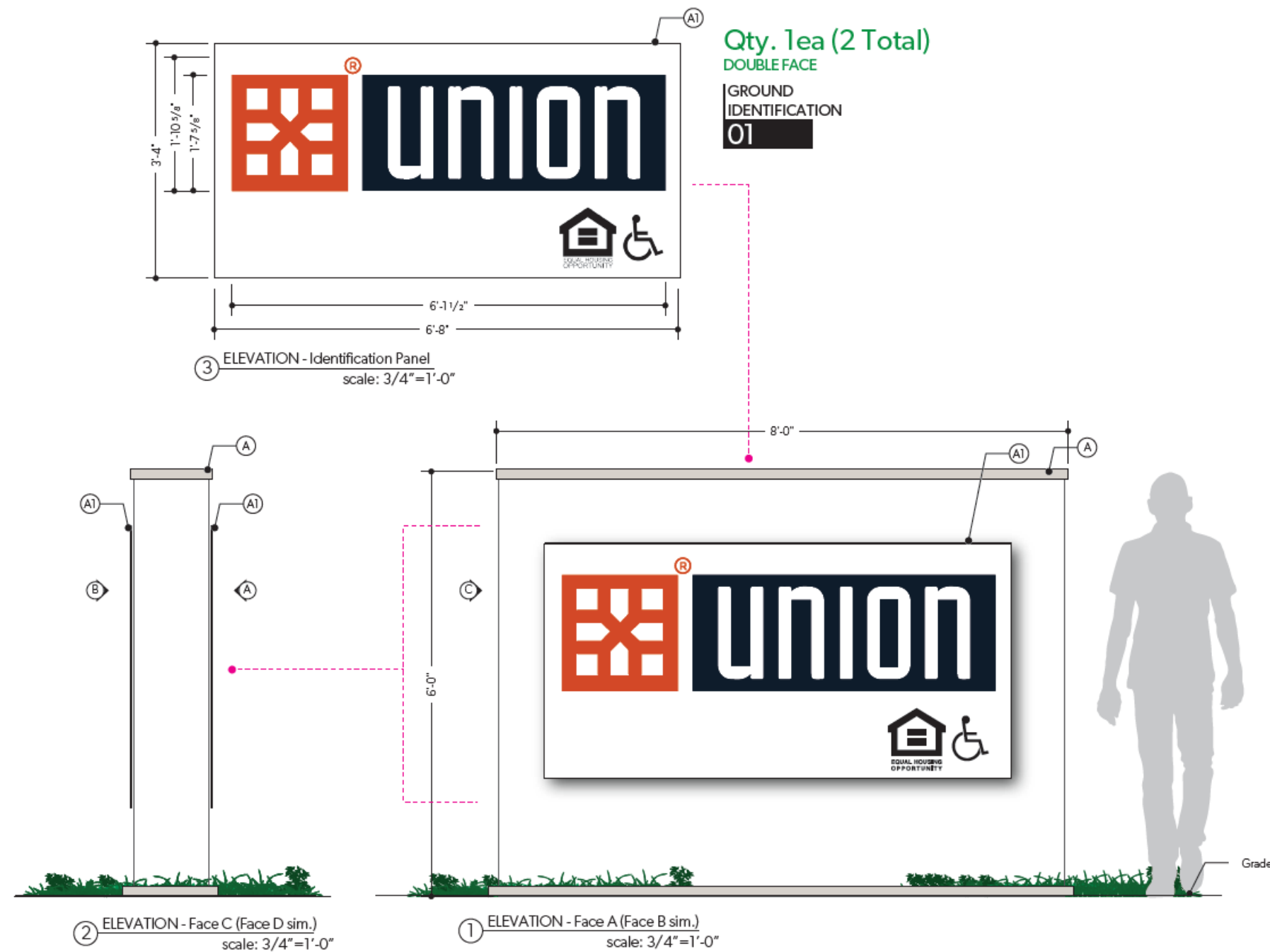
01



SPECIFICATIONS:

444 1/2"H x 118 1/2"W x 8"D double-faced non-illuminated ground sign consisting of a 32 1/2"H x 118 1/2"W x 8"D custom cabinet with 1" recessed faces (A/B) Face to have flush mounted 16"H x 1/2"TH aluminum FCO logo (ANNEX/UNION); painted and surface applied RTA vinyl graphics (R-ball / Equal Housing / Accessible) to faces (A/B).

Union Monument Sign with Masonry Wall



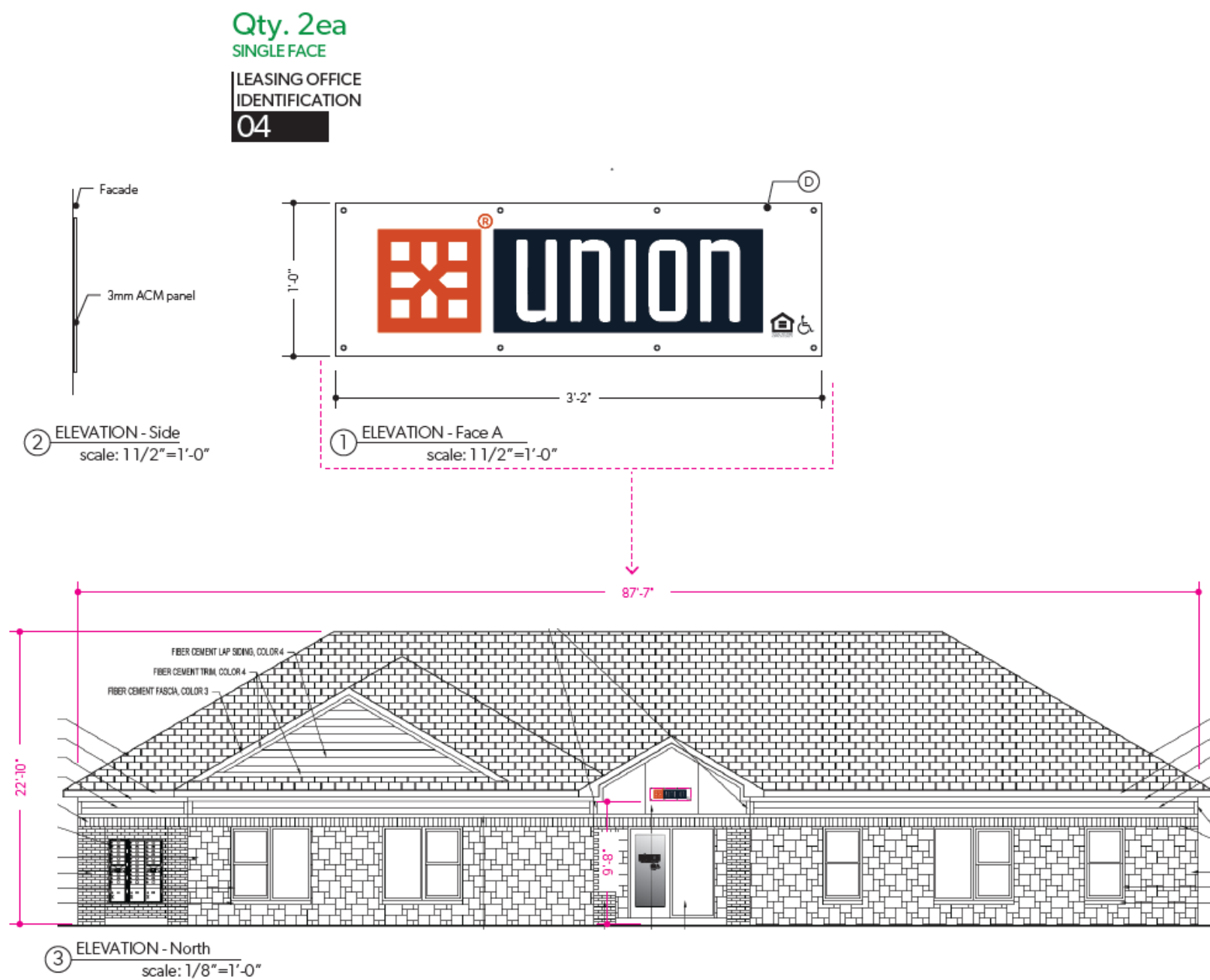
SPECIFICATIONS:

6'H x 8'W double-faced ground sign consisting of (1ea) masonry wall with identification panels mechanically mounted to faces (A & B) of masonry wall. Wall to be provided by other.

(1ea) = (2 total) 3'-4"H x 6'-8"W x 6mm TH ACM panel (color TBD).

Identification panel to receive vinyl graphics, surface applied panel face. Identification panels to be mechanically fastened to face (A & B) of masonry wall.

Community Center/Leasing Office Signage



SPECIFICATIONS:

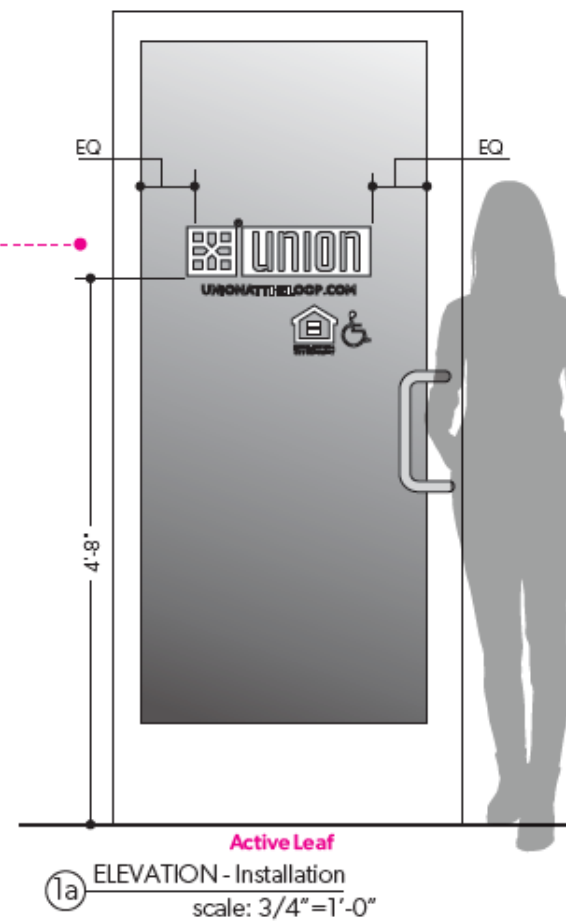
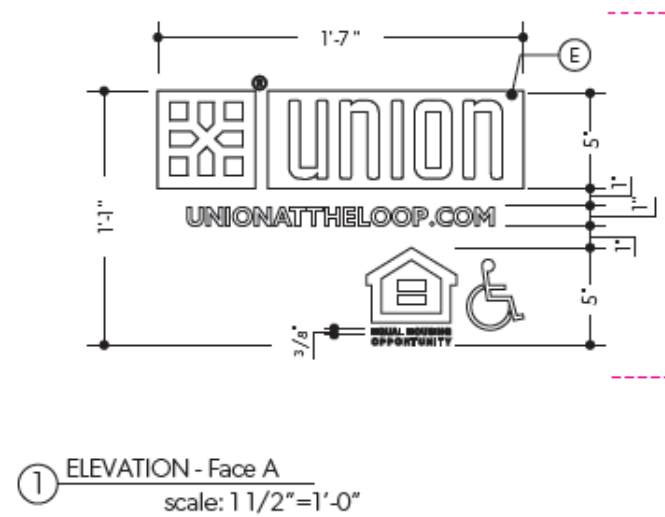
12"H x 38"W sign consisting of 3mm ACM panel with direct printed graphics and lamination.

Sign to mount directly above each leasing office entrances through the use of mechanical fasteners and snap caps. Sign design to consist of "UNION" logo in accordance with approved designs.

The Annex® Window or Door Vinyl

Qty. 2ea
SINGLE FACE

LEASING OFFICE
DOORS (Front / Rear)
05



SPECIFICATIONS:

13"H x 19"W RTA (WHITE) vinyl graphics to be applied to leasing office doors (Front / Rear).

Sign design to consist of "UNION" logo, UNION website, Icons in accordance with approved designs..

Union Building Identification

BUILDING 4 -
IDENTIFICATION
07.07 Qty. 1ea.

4251

BUILDING 4 -
IDENTIFICATION
07.08 Qty. 1ea.

4257

BUILDING 5 -
IDENTIFICATION
07.09 Qty. 1ea.

4301

SPECIFICATIONS:

10"H x 30"W signs consisting of 3mm ACM panel with direct printed graphics and lamination. Signs to mount to 1"x12"trim board directly above building entry through the use of mechanical fasteners and snap caps.

BUILDING 5 -
IDENTIFICATION
07.10 Qty. 1ea.

4307

BUILDING 6 -
IDENTIFICATION
07.11 Qty. 1ea.

4313

BUILDING 6 -
IDENTIFICATION
07.12 Qty. 1ea.

4319

BUILDING 7 -
IDENTIFICATION
07.13 Qty. 1ea.

4325

BUILDING 8 -
IDENTIFICATION
07.14 Qty. 1ea.

4337

BUILDING 8 -
IDENTIFICATION
07.15 Qty. 1ea.

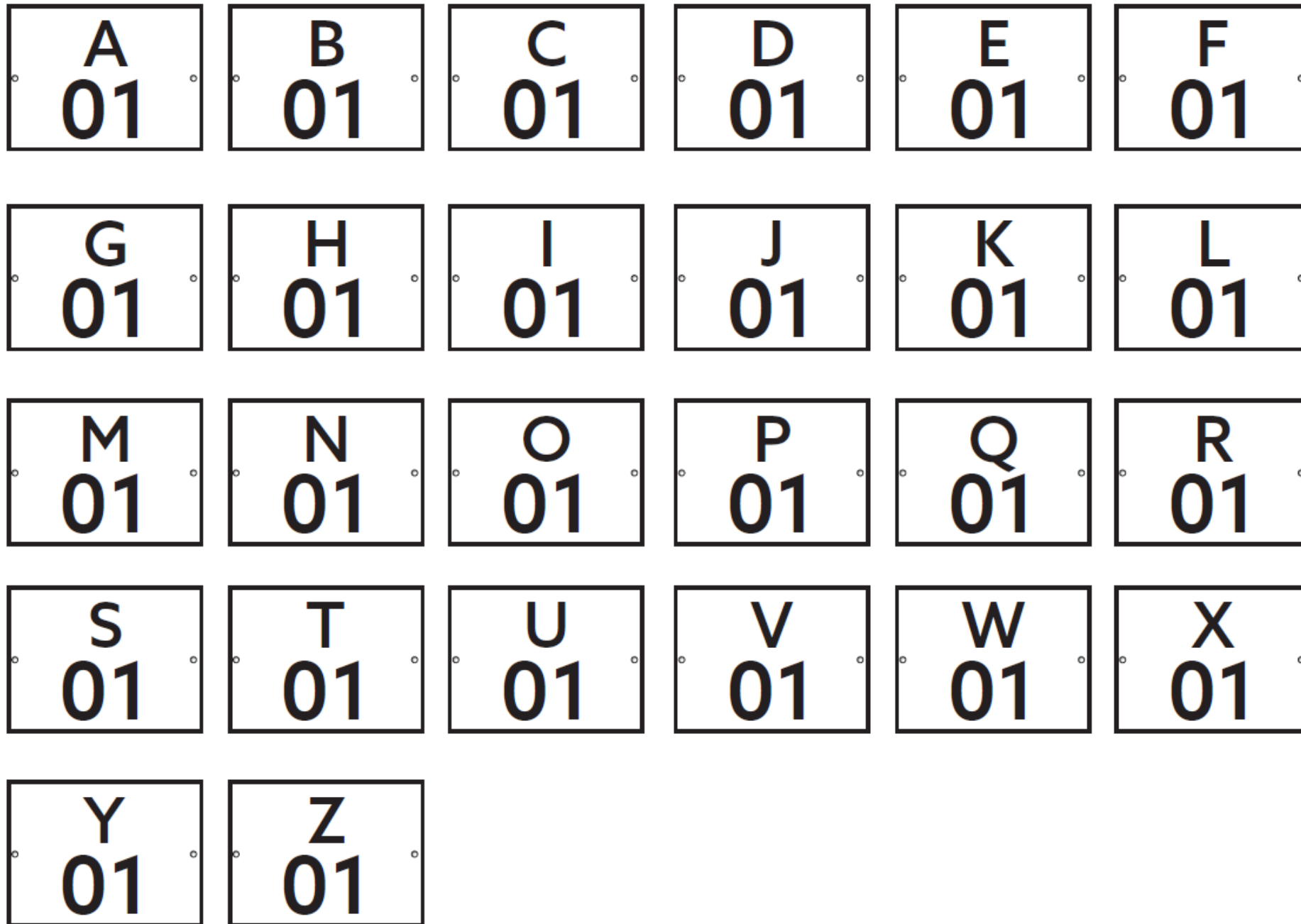
4343

BUILDING Clubhouse -
IDENTIFICATION
07.16 Qty. 1ea.

4227

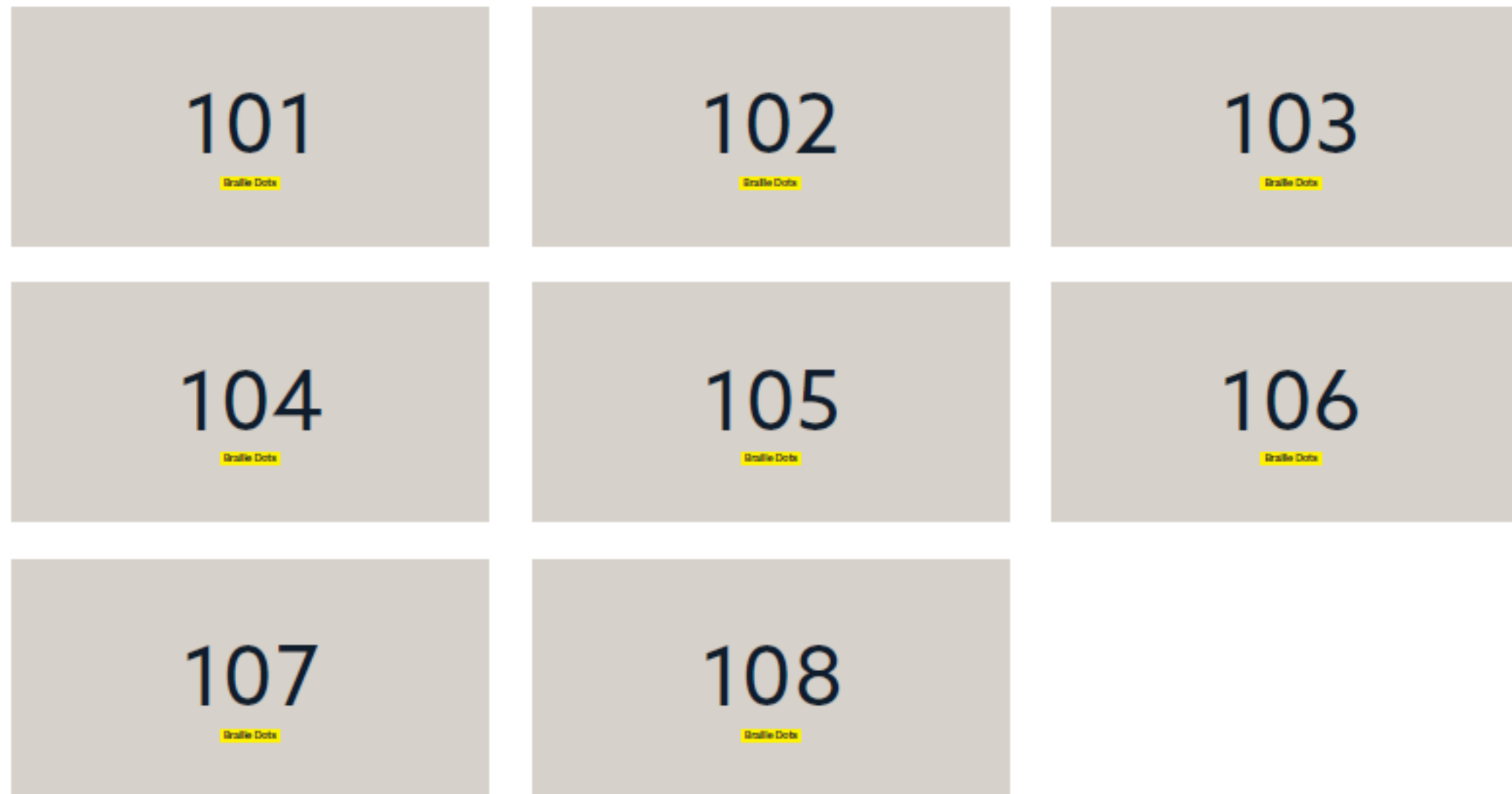
Union Garage Signs

GARAGE SIGNS
06.01 Qty. 1ea. (26 Total)

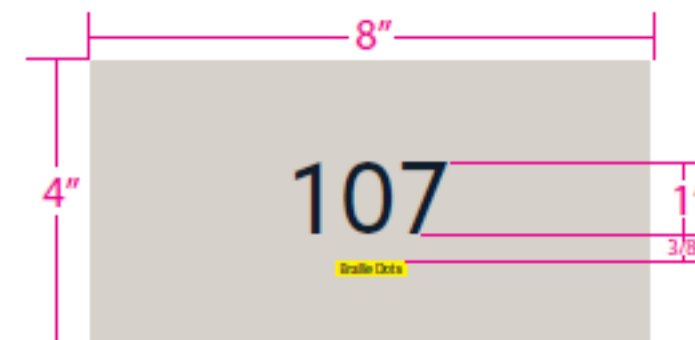


signs consisting of 3mm ACM panel with direct printed graphics and lamination. Signs to mount to 1"x12"trim board directly above building entry through the use of mechanical fasteners and snap caps.

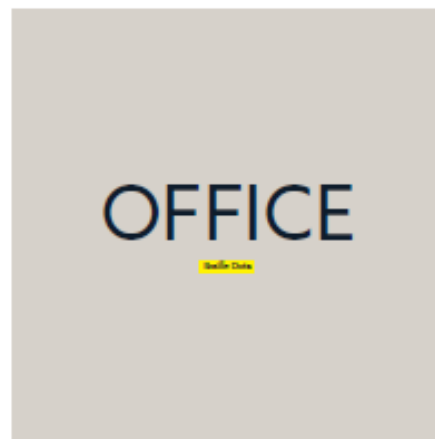
Union Unit Signs - ADA - Interior



signs consisting of 8" W x 4" T, ADA Spec.



Unit Signage - ADA - Interior



2 Count



1 Count



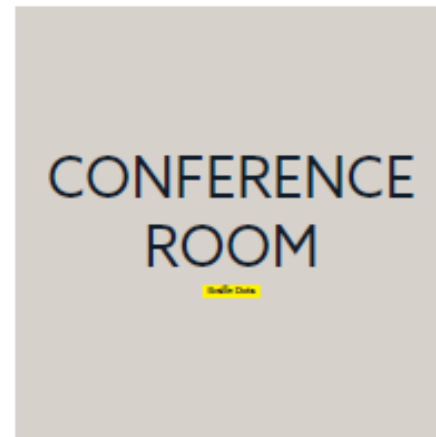
2 Count



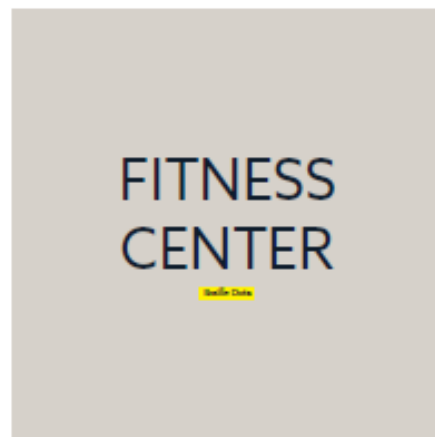
1 Count



3 Count



1 Count

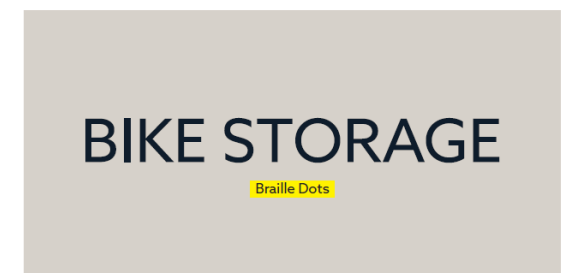


1 Count



DK Blue: C 91/ M 75/ Y 55/ K 68
PMS Warm Gray 1C

10"H x 30"W signs consisting of 3mm ACM panel with direct printed graphics and lamination. Signs to mount to 1"x12"trim board directly above building entry through the use of mechanical fasteners and snap caps.



Unit Signage - ADA - Interior

FITNESS CENTER RULES

- USE OF THE FITNESS EQUIPMENT AND FACILITIES IS AT YOUR OWN RISK.
- CONSULT A PHYSICIAN PRIOR TO BEGINNING ANY EXERCISE PROGRAM.
- FOR YOUR SAFETY, READ EQUIPMENT AND INSTRUCTIONS PRIOR TO USE.
- IF OTHERS ARE WAITING TO USE THE EQUIPMENT, PLEASE LIMIT USE TO 20 MINUTES.
- DO NOT ATTEMPT TO MAKE ANY REPAIRS TO FITNESS EQUIPMENT. REPORT ANY MALFUNCTIONS TO MANAGEMENT.
- APPROPRIATE FOOTWEAR (TENNIS SHOES, AEROBIC SHOES) AND CLOTHING MUST BE WORN IN THE FITNESS FACILITIES.
- PLEASE WIPE DOWN EQUIPMENT AFTER USE.
- DO NOT REMOVE FITNESS EQUIPMENT FROM THE FITNESS CENTER.
- FAILURE TO COMPLY WITH THESE RULES WILL RESULT IN YOUR REMOVAL FROM THE FITNESS FACILITY.
- MANAGEMENT ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY INJURIES OR ILLNESS THAT MAY RESULT FROM THE USE OF THE FITNESS FACILITIES.
- MANAGEMENT ASSUMES NO RESPONSIBILITY FOR YOUR PERSONAL BELONGINGS.

IN CASE OF EMERGENCY CALL 911

36'H x 28'W sign consisting of 3mm ACM panel with direct print graphics and lamination in accordance with customer approved art. Signs to be mechanically fastened directly to fence.

Unit Signage - ADA - Interior

BARK PARK RULES

- DOG PARK RESERVED FOR RESIDENT USE ONLY.
- ALL DOGS MUST HAVE CURRENT VACCINATIONS.
- DOGS MUST BE AT LEAST 4 MONTHS OF AGE TO ENTER PARK.
- PLEASE PICK UP YOUR PET'S WASTE.
- AGGRESSIVE DOGS MUST BE REMOVED IMMEDIATELY.
- OWNERS MUST BE IN THE PARK AND SUPERVISE THEIR DOG(S) AT ALL TIMES.
- NO SMOKING, FOOD, OR GLASS CONTAINERS ALLOWED IN PARK.
- DOGS IN HEAT, AGGRESSIVE, OR SICK ARE NOT ALLOWED IN PARK.
- AGILITY COMPONENTS ARE FOR DOGS ONLY.
- USE PARK AT YOUR OWN RISK; OWNERS ARE SOLEY LIABLE FOR THEIR DOG(S) ACTIONS.
- NOTIFY MANAGEMENT OF ANY MISUSE OR BROKEN EQUIPMENT.

36'H x 28'W sign consisting of 3mm ACM panel with direct print graphics and lamination in accordance with customer approved art. Signs to be mechanically fastened directly to fence.

Unit Signage - ADA - Interior

PLAYGROUND RULES

- PLAY AREA RESERVED FOR RESIDENT USE ONLY.
- ADULT SUPERVISION IS RECOMMENDED.
- USE OF PLAYGROUND IS AT YOUR OWN RISK.
- NO ROUGH PLAY OR YELLING PERMITTED.
- DO NOT USE WHEN PLAYGROUND IS WET.
- NO BICYCLES, ROLLER SKATES OR SKATEBOARDS PERMITTED.
- SHOES ARE REQUIRED.
- NO PETS ALLOWED.
- NO GLASS OR BOTTLES ALLOWED.
- PLAYGROUND IS OPEN FROM SUNRISE TO SUNSET.
- MANAGEMENT IS NOT LIABLE FOR ANY INJURIES.
- NOTIFY MANAGEMENT OF ANY MISUSE OR BROKEN EQUIPMENT.
- **IN CASE OF EMERGENCY CALL 911.**

36'H x 28'W sign consisting of 3mm ACM panel with direct print graphics and lamination in accordance with customer approved art. Signs to be mechanically fastened directly to fence.

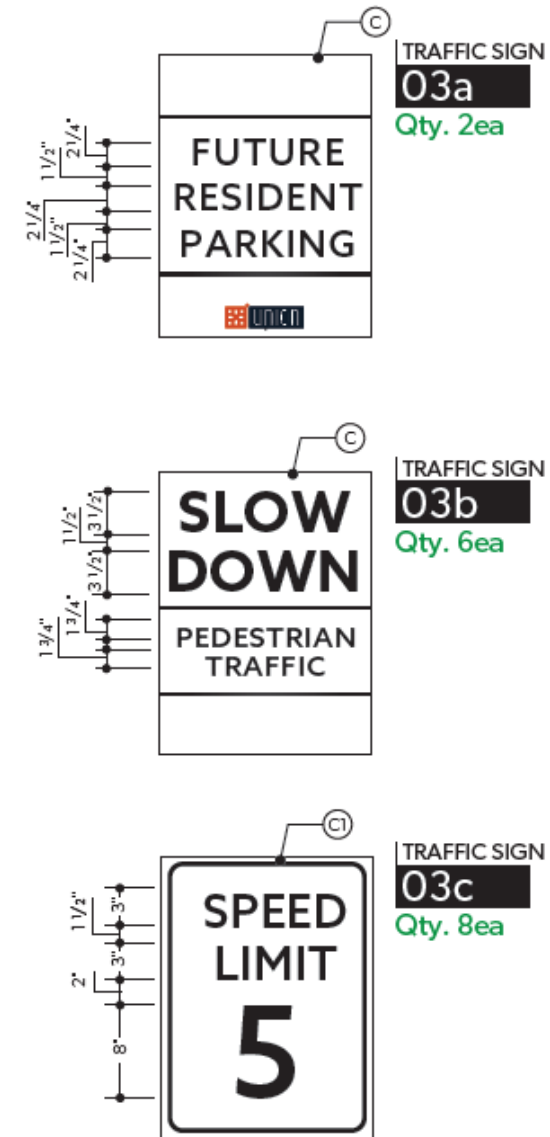
Unit Signage - ADA - Interior

Unit Signage - ADA - Interior

DUMPSTER RULES

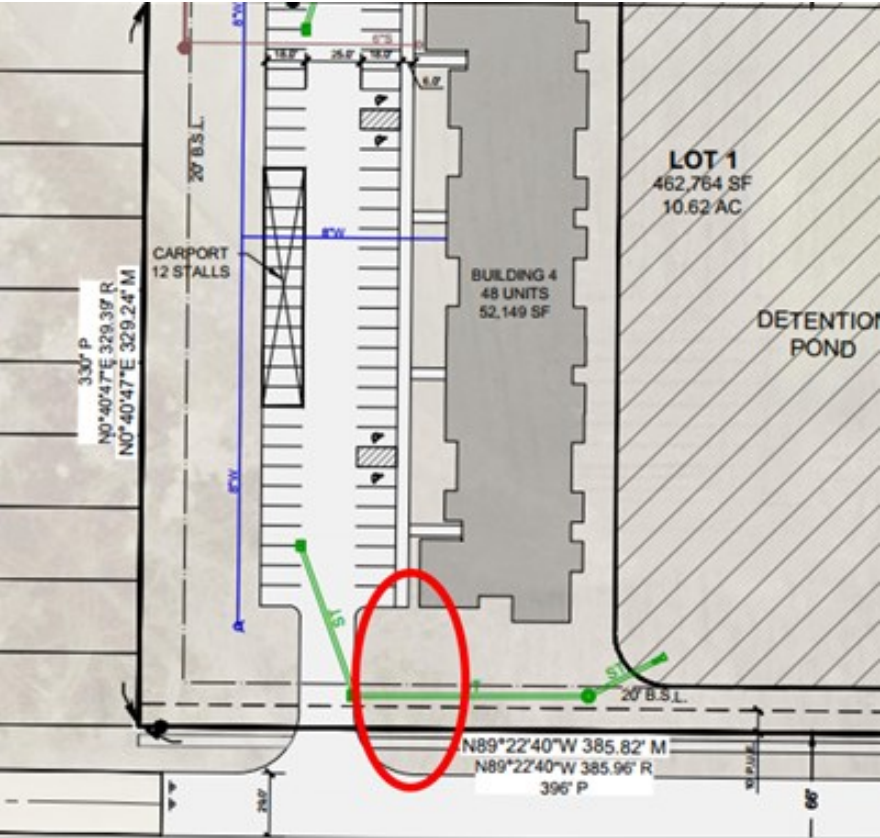
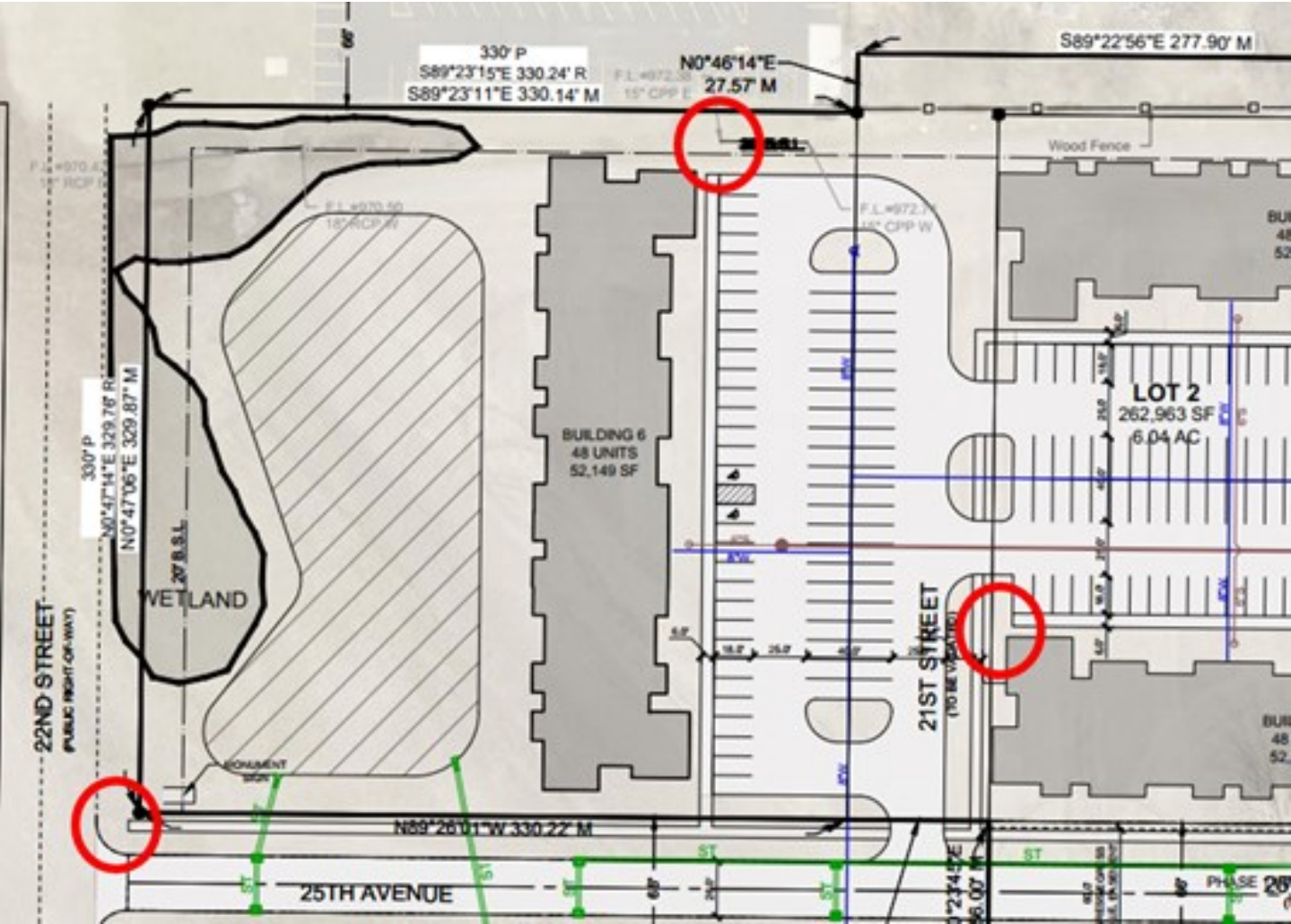
- RESIDENT USE ONLY PERMITTED. VIOLATORS WILL BE PROSECUTED.
- ALL TRASH MUST BE SECURELY BAGGED PRIOR TO DISPOSAL IN DUMPSTER.
- NO HAZARDOUS, TOXIC, OR FLAMMABLE MATERIALS ALLOWED.
- NO AUTO BATTERIES, OILS, OR PETROLEUM.
- NO FURNITURE OR LARGE APPLIANCES.
- BOXES MUST BE BROKEN DOWN.
- IF ANY ITEMS DO NOT FIT DUE TO AN ALREADY FULL DUMPSTER, WAIT FOR NEXT TRASH PICK-UP.
- CLOSE DUMPSTER LID COMPLETELY.
- DIGGING OR SCAVENGING IN DUMPSTER IS PROHIBITED.
- **NO PARKING IN FRONT OF DUMPSTER OR DUMPSTER ENCLOSURE.**

36'H x 28'W sign consisting of 3mm ACM panel with direct print graphics and lamination in accordance with customer approved art. Signs to be mechanically fastened directly to fence.



24"H x 18"W sign consisting of (1) .080 aluminum panel with custom print graphics and lamination. with direct print graphics and lamination. Signs to be mechanically fastened directly to (1) 2"SQ galvanized post that is direct bury and set in concrete.

24"H x 18"W sign consisting of (1) .080 engineering grade reflective aluminum panel mechanically fastened directly to (1) 2"SQ galvanized post that is direct bury and set in concrete.



RESOLUTION NO. 24-60

A RESOLUTION TO ADOPT AN ASSOCIATED DEVELOPMENT PLAN ON PROPERTY LEGALLY DESCRIBED AS LOTS 1 AND 2, UNION AT BLUFFS RUN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Union Development Holdings, LLC is requesting adoption of an associated development plan on undeveloped land lying north of the 27th Avenue and west of South 19th Street and legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, A request for PR-1/General Master Planned Development Overlay on this property is also under consideration before this Council; and

WHEREAS, The following standards shall apply:

A. Site Development

1. All principal and accessory structures shall have a minimum perimeter setback of 10 feet
 - a. The submitted site plan (Attachment 'C') shows that one multifamily building will have a zero-foot setback, which would encroach into the platted franchise utility easements. The layout of the site shall be revised to ensure all structures have a minimum 10-foot setback to all property lines.
2. The maximum height allowed for principal structures shall be 60 feet, in accordance with Section 15.10.050, Site Development Regulations, R-3/Low Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).
3. The maximum height allowed for accessory structures shall be 18 feet, in accordance with Section 15.10.050, Site Development Regulations, R-3/Low Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).
4. The maximum combined lot coverage for all structures shall not exceed 60% of the total lot area.
5. A minimum five-foot wide pedestrian way shall be provided from the primary entrance of each building to the nearest sidewalk, to the extent practical. The pedestrian way may be designated with pavement striping, landscaping, change in surface material, curb and/or grade separation, or some other alternative approved by the Community Development Department Director or his assign. It is encouraged that the pedestrian connection be incorporated into the overall layout of the lot.
6. Sidewalk installation along rights-of-way adjacent to platted roadway corridors shall be completed prior to issuance of the first Certificate of Occupancy on each lot, at no cost to the City. The applicant may install the sidewalks at the time of development or pay a fee in-lieu of the cost of sidewalk construction prior to issuance of a final certificate of occupancy.

7. All fences/walls shall be installed in accordance with Section 15.24.040, Fence Regulations, of the Council Bluffs Municipal Code (Zoning Ordinance).
8. Any solar energy conversion systems installed at this site shall be subject to Section 15.34.030, Solar Energy Conversion Systems, of the Council Bluffs Municipal Code (Zoning Ordinance).
9. All exterior lighting shall conform to Section 15.24.050, Lighting Controls, of the Council Bluffs Municipal Code (Zoning Ordinance). All outdoor light poles shall be limited to a maximum height of 25 feet, as measured from finished grade to the highest point of the pole structure. All light poles shall be painted or finished aluminum or steel. Wood poles shall not be allowed.
10. Outdoor storage of materials, products, equipment, or packaging shall not be permitted. This includes the semi-permanent and/or permanent placement of inter-modal storage/shipping containers.
11. All utilities shall be installed underground. Any cost to remove, relocate, modify, and/or extend utilities to this site shall be at the sole cost of the developer and not the City. The Public Works Department will work with the engineer of record on the design standard and specifications of required improvements to utilities servicing the proposed development.
12. All grading and drainage activity for this development shall be completed in accordance with Public Works standards. Site stormwater management shall be required for both quantity and quality. The Public Works Department will continue to work with the engineer of record on these requirements.
13. South 22nd Street and 27th Avenue shall be improved to a City standard. The Public Works Department will work with the developer concerning these improvements. Roadway improvements to South 22nd Street and 27th Avenue shall be limited to the section of each public right-of-way that is adjacent to the boundary of the Union at Bluffs Run Subdivision.

B. Off-Street Parking

1. The minimum number of off-street parking spaces shall be calculated using the parking requirements in Section 15.23.060, Parking Spaces Required, of the Council Bluffs Municipal Code (Zoning Ordinance). In cases where several uses occupy a structure or parcel of land, the total requirement for off-street parking shall be the sum of the requirement of the different uses.
 - a. The minimum number of off-street parking spaces for multifamily dwellings is based on the number of dwelling units and the number of bedrooms in each unit; for the proposed community center, the number of required parking spaces is based on the maximum occupancy of the building. There is not sufficient information provided in the submitted application to calculate the number of required parking spaces for the proposed development. The submitted site plan (Attachment 'C') shows 488 parking spaces will

be provided at this site. The applicant shall submit the information required to determine off-street parking requirements for the proposed development at the time of building permit application submittal. If necessary, the layout of the site shall be revised to ensure a sufficient amount of off-street parking is provided for the proposed multifamily residential development.

2. All off-street parking areas, driveways and drive aisles shall comply with the standards in Chapter 15.23, Off-Street Parking, Loading and Unloading, of the Council Bluffs Municipal Code (Zoning Ordinance), and Iowa's Statewide Urban Design and Specifications (SUDAS) manuals for public improvements.
3. All off-street parking lots shall comply with Chapter 661-18, Parking for Persons with Disabilities, of the Iowa Administrative Code.
4. Bicycle parking shall be incorporated into the overall layout of the site.
 - a. Designated bicycle parking areas shall be located within 100 feet of, and clearly visible from, the main entrance of each building. If two buildings are located within close proximity of each other, the bicycle parking area for each building may be placed on the same location. Shared bicycle parking areas shall be located at an equal distance from the main entrance of each building.
 - b. Bicycle racks shall be secured to the pavement in a location that does not conflict with pedestrian or vehicular circulation routes.
 - c. Bicycle parking shall be provided at a rate of four bicycle parking spaces per building.
 - (1) The proposed development includes seven multifamily buildings and a community/fitness center, which equates to a minimum of 32 required bicycle parking spaces.
 - d. Bicycle parking shall be installed prior to the issuance of the Certificate of Occupancy for each building.
5. A parking lot permit shall be submitted with the building permit application for the proposed apartments, and shall include the number, location, and dimension of all drive aisles and spaces, bicycle parking, pedestrian ways, islands, landscaped areas, loading areas and lighting.

C. Landscaping

1. A landscaping plan shall be part of every building permit application. The plan shall clearly identify plant materials, quantity, and size and shall show dimensions of all areas to be landscaped.
2. A minimum of one deciduous shade tree shall be planted every 30 linear feet along the frontage abutting 27th Avenue right-of-way. All tree species planted along the frontage of a public right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.
3. A minimum of one deciduous shade tree shall be planted every 30 linear feet along the frontage abutting South 19th Street right-of-way. All tree

species planted along the frontage of a public right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.

4. Not more than 10% of the landscaped area shall be of inorganic material such as brick, stone, aggregate, river rock, metal or artificial turf. Organic mulch may be used around trees and/or shrubs.
5. A minimum five foot-wide strip of landscaping, planted with trees, shrubs, and/or grass, shall be installed between the edge of all parking lot areas and any abutting property line. The five-foot wide strips may be included in the 10% requirement.
6. All parking lot islands shall be planted with a minimum of one canopy shade tree and ground cover vegetation (e.g., shrubs, sod, mulch, or river rock, etc.).
7. All disturbed areas without a specific landscape design shall be seeded with sod, turf, and/or prairie grass.
8. All trees shall have a minimum caliper width of two inches at the time of planting.
9. Landscaping shall not impede the vision of any automobile traffic entering/exiting or circulating on the subject property.
10. All landscaping shall be appropriately maintained and dead plant material replaced at a time appropriate to planting seasons but in all cases shall be replaced within one year.

D. Architecture

1. Architectural renderings/elevations for the proposed multifamily dwellings are shown in Sheet IFA-13 of Attachment 'D.' The renderings show the exterior being constructed of a combination of brick, lap siding, vertical siding, and shingle siding. These materials are acceptable and shall be used in a combination and pattern generally consistent with the submitted renderings.
2. Architectural renderings/elevations for the proposed community center are shown in Sheet IFA-15 of Attachment 'D.' The renderings show the exterior being constructed primarily out of lap siding with a brick base along the foundation of the front façade and a vertical siding base along the foundation of the rear façade. These materials are acceptable and shall be used in a combination and pattern generally consistent with the submitted renderings.
3. All rooftop mounted mechanical equipment that is visible from an adjacent public street right-of-way shall be screened from view using architectural design features.
4. All ground-mounted mechanical equipment that is visible from an adjacent public street right-of-way shall be completely screened from view using architectural design features, fencing, masonry wall, landscaping, or a combination thereof.

5. All trash receptacles visible from a public right-of-way shall be enclosed on three sides with a masonry, wood, or vinyl fence and shall have a lockable gate that, when closed, completely eliminates view of the dumpster.
- E. Signage**
 1. The total maximum amount of signage allowed shall be based on a calculation of one and one-half (1 ½) square feet of signage per each lineal foot of street frontage along a public street right-of-way or private drive.
 2. The total amount of attached signage shall be limited to 15% of the building façade to which it is attached. Attached signage can be placed at any location on the building but shall not extend beyond any building wall or above the peak of the roof.
 - a. As per the submitted signage plan (Attachment 'E'), one attached wall sign will be installed on the front façade of the community center. The proposed sign will contain 3.2 square feet in area. The size and location of the proposed attached wall sign are acceptable.
 3. A maximum of one ground/monument neighborhood identification sign shall be allowed per entrance and shall be limited to a maximum height of 10 feet, as measured from finished grade to the highest point of the sign structure. The entire monument sign shall be counted as signage as measured from finished grade to the highest point of the monument and from one side of the monument structure to the other. The maximum sign area shall not exceed 50 square feet of signage per face.
 - a. As per the submitted signage plan (Attachment 'E'), two monument signs will be installed for the proposed development. The first sign will contain 36.6 square feet in area and will measure three feet and eight and one-half inches in height. The second sign will contain 48 square feet in area and will measure six feet in height. One monument sign will be placed near the driveway entrance at the intersection of South 19th Street and 25th Avenue, and the other will be located near the intersection of South 22nd Street and 25th Avenue. The size, height, and location of the proposed monument signs are acceptable.
 4. On-site directional/wayfinding signage shall count toward the overall amount of signage permitted on the subject property. Each sign shall be limited to a maximum height of six feet, as measured from finished grade to the highest point of the sign structure. The maximum sign area shall not exceed six square feet of signage per face.
 5. No sign listed in Section 15.33.070, Prohibited Signs, of the Council Bluffs Municipal Code (Zoning Ordinance) shall be permitted.
 6. A sign permit shall be submitted with every building permit application for any attached, detached and/or on-premise directional signage proposed to be installed on the subject property; and

WHEREAS, The Community Development Department recommends adoption of an associated development plan on property legally described above, subject to the comments stated above and the following condition:

1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.

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

That the associated Planned development plan on property legally described as Lots 1 and 2, Union at Bluffs Run, City of Council Bluffs, Pottawattamie County, Iowa, is hereby approved.

ADOPTED
AND
APPROVED

February 26, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Finance

Case/Project No.:

Submitted by: Finance Department /

Danielle Bemis

Resolution 24-61

ITEM 6.I.

Council Action: 2/26/2024

Description

Resolution certifying the FY2024 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 **\$309,178.74** as liens against various properties serviced by the city refuse collection service, and amount of approximately **\$6,971.00** as liens against various properties serviced by the sewer system, and an amount of approximately **\$10,173.00** 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 July 1, 2023 thru December 31, 2023. Lien notices were mailed to accounts January 30, 2024.

The unpaid balances for sewer and water accounts are from April 1, 2023 thru September 30, 2023.

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:

Description	Type	Upload Date
LLA Outstanding Balances	Other	2/16/2024
Resolution 24-61	Resolution	2/21/2024

City of Council Bluffs

LLA Balances through Bill Date 12/31/2023

Owner Number	Customer Address	Landlord Name	Days Past Due			Total Past Due Amount
			Current Past Due	91 To 120 Days Past Due	Over 120 Days Past Due	
19216	807 1ST AVE	J S P REAL ESTATE LLC	\$0.00	\$0.00	\$436.00	\$436.00
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	\$148.00	\$148.00
19655	2005 AVENUE F	ARNDT, VANESSA	\$0.00	\$0.00	\$148.00	\$148.00
19655	2003 AVENUE F	ARNDT, VANESSA	\$0.00	\$0.00	\$736.00	\$736.00
21751	243 15TH AVE	LAMMERT, JORDAN T-ALEXANDRA C	\$0.00	\$0.00	\$488.00	\$488.00
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	3013 AVENUE K	LIMMER, CARLA	\$0.00	\$0.00	\$350.00	\$350.00
27744	3727 4TH AVE	K I D PROPERTIES LLC	\$0.00	\$83.00	\$483.00	\$566.00
38286	1735 7TH AVE	PRICE, SUSAN A	\$0.00	\$0.00	\$160.00	\$160.00
38286	2532 6TH AVE	PRICE, SUSAN A	\$0.00	\$83.00	\$243.00	\$326.00
38354	140 MARIAN AVE	MODA PROPERTIES LLC	\$0.00	\$83.00	\$83.00	\$166.00
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
400525	923 AVENUE D	R C R PROPERTIES LLC	\$0.00	\$0.00	\$1,748.00	\$1,748.00
400527	154 HARRISON ST	MCCONNELL, CRAIG A-TINA M	\$0.00	\$83.00	\$496.00	\$579.00
400527	2726 6TH AVE	MCCONNELL, CRAIG A-TINA M	\$0.00	\$83.00	\$0.00	\$83.00
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	\$498.00
400596	2541 AVENUE E	RICHARDS, RANDY	\$0.00	\$0.00	\$666.00	\$666.00
400596	3238 6TH AVE	RICHARDS, RANDY	\$0.00	\$0.00	\$270.00	\$270.00
400596	3307 9TH AVE	RICHARDS, RANDY	\$0.00	\$0.00	\$962.00	\$962.00
400601	602 N 17TH ST	MAC INVESTMENTS INC	\$0.00	\$0.00	\$38.00	\$38.00
400601	721 STUTSMAN ST	MAC INVESTMENTS INC	\$0.00	\$0.00	\$128.00	\$128.00
400614	1807 AVENUE F	MCCONNELL, CRAIG A-TINA M	\$0.00	\$0.00	\$292.00	\$292.00
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
400882	2702 7TH AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$296.00	\$296.00
400883	1731 7TH AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$314.00	\$314.00
400883	1735 7TH AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$658.00	\$658.00
400883	1614 7TH AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$548.00	\$548.00
400883	2324 3RD AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$820.00	\$820.00
400883	827 16TH AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$301.00	\$301.00
400883	3113 12TH AVE	LIMMER, MICHAEL K TRUST	\$0.00	\$0.00	\$424.00	\$424.00
400908	2610 AVENUE B	COATS REALTY LLC	\$0.00	\$0.00	\$370.00	\$370.00
400908	3402 AVENUE C	COATS REALTY LLC	\$0.00	\$83.00	\$83.00	\$166.00
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

City of Council Bluffs

LLA Balances through Bill Date 12/31/2023

Owner Number	Customer Address	Landlord Name	Days Past Due			Total Past Due Amount
			Current Past Due	91 To 120 Days Past Due	Over 120 Days Past Due	
400908	1108 8TH AVE	COATS REALTY LLC	\$0.00	\$0.00	\$720.00	\$720.00
400908	1019 5TH AVE	COATS REALTY LLC	\$0.00	\$0.00	\$959.00	\$959.00
400908	3514 5TH AVE	COATS REALTY LLC	\$0.00	\$0.00	\$1,344.00	\$1,344.00
400908	1920 7TH AVE	COATS REALTY LLC	\$0.00	\$0.00	\$80.00	\$80.00
400908	710 25TH AVE	COATS REALTY LLC	\$0.00	\$0.00	\$564.00	\$564.00
400908	120 COMANCHE ST	COATS REALTY LLC	\$0.00	\$83.00	\$0.00	\$83.00
401274	2010 6TH AVE	L T STANDING LTD	\$0.00	\$0.00	\$220.00	\$220.00
402872	102 VINE ST	ROSTERMUNDT, KENNETH J-VIVIAN A TRUSTS	\$0.00	\$83.00	\$43.00	\$126.00
402872	1528 AVENUE B	ROSTERMUNDT, KENNETH J-VIVIAN A TRUSTS	\$0.00	\$83.00	\$0.00	\$83.00
402872	1412 S 7TH ST	ROSTERMUNDT, KENNETH J-VIVIAN A TRUSTS	\$0.00	\$0.00	\$148.00	\$148.00
402884	128 VINE ST	ROSTERMUNDT, STEPHANIE	\$0.00	\$83.00	\$918.00	\$1,001.00
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	\$0.00	\$83.00	\$2,189.00	\$2,272.00
403374	8 LYNNWOOD DR	ACME REAL ESTATE INC	\$0.00	\$83.00	\$0.00	\$83.00
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	1737 4TH AVE	ACME REAL ESTATE INC	\$0.00	\$83.00	\$383.00	\$466.00
403375	55 PICKARD LN	ACME REAL ESTATE INC	\$0.00	\$0.00	\$18.00	\$18.00
404813	1500 AVENUE D	YOUNGBLOOD, MEGHANN	\$0.00	\$0.00	\$56.00	\$56.00
405029	400 N 6TH ST	COATS REALTY	\$0.00	\$83.00	\$841.00	\$924.00
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	S L A J LLC	\$0.00	\$0.00	\$814.00	\$814.00
406415	3125 AVENUE F	S L A J LLC	\$0.00	\$83.00	\$83.00	\$166.00
406415	429 25TH AVE	S L A J LLC	\$0.00	\$0.00	\$572.00	\$572.00
406574	3423 AVENUE B	MURPHY, PATRICIA F	\$0.00	\$0.00	\$80.00	\$80.00
406574	2728 AVENUE G	MURPHY, PATRICIA F	\$0.00	\$0.00	\$132.00	\$132.00
406574	2612 AVENUE H	MURPHY, PATRICIA F	\$0.00	\$83.00	\$0.00	\$83.00
407291	916 AVENUE C	MAC INVESTMENT INC	\$0.00	\$0.00	\$36.00	\$36.00
407913	2519 5TH AVE	MCCONNELL, CRAIG A - TINA M	\$0.00	\$0.00	\$838.00	\$838.00
407972	2526 AVENUE C	MURRAY, MICHAEL T	\$0.00	\$0.00	\$641.00	\$641.00
414512	1220 MADISON AVE	CONLEY, KELLY F	\$0.00	\$0.00	\$186.00	\$186.00
414775	5408 HARDINGS LANDING RD	S L A J LLC	\$0.00	\$0.00	\$576.87	\$576.87
416373	830 1ST AVE	COATS REALTY LLC	\$0.00	\$0.00	\$148.00	\$148.00
416389	831 1ST AVE	COATS REALTY LLC	\$0.00	\$0.00	\$296.00	\$296.00
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	\$0.00	\$83.00	\$483.00	\$566.00

City of Council Bluffs

LLA Balances through Bill Date 12/31/2023

Owner Number	Customer Address	Landlord Name	Days Past Due			Total Past Due Amount
			Current Past Due	91 To 120 Days Past Due	Over 120 Days Past Due	
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
429586	2910 VALLEY VIEW DR	COUNCIL POINT WATER WORKS	\$0.00	\$0.00	\$202.00	\$202.00
			\$0.00	\$1,411.00	\$33,501.27	\$34,912.27

Resolution 24-61

Resolution certifying the FY2024 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 FY2024 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, Iowa:

That the premises and charges identified against same on the FY2024 Water, Sewer and Refuse Collection Lien Schedule for nonpayment of residential refuse collection charges in the amount of approximately **\$309,178.74**, nonpayment of sewer rental fees in the amount of approximately **\$6,971.00**, and the nonpayment of water fees In the amount of approximately **\$10,173.00** is hereby approved, and the City Clerk is hereby authorized, empowered and directed to certify said 2024 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.

Adopted and Approved: February 26, 2024

Matthew J. Walsh, Mayor

Jodi Quakenbush, City Clerk

Council Communication

Department: Community

Development

Case/Project No.: 24-URV-002 thru
008

Resolutions 24-62 through 24-68
ITEM 6.J.

Council Action: 2/26/2024

Submitted by: Marianne Collins,
Housing & Economic Development
Planner

Description

Resolutions granting approval of tax abatement on improvements made to real property within Urban Revitalization Areas during the 2024 tax assessment year (2023 calendar year.)

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	2/21/2024
Attachment A: Black Squirrel Investors LLC Application & Minimum Assessment Agreement	Other	2/16/2024
Attachment B: Horseshoe Application & Minimum Assessment Agreement	Other	2/21/2024
Attachment C: 1700 Council Bluffs LP Application & Minimum Assessment Agreement	Other	2/16/2024
Attachment D: Immanuel Application & Minimum Assessment Agreement	Other	2/16/2024
Attachment E: McGregor Interests Application & Minimum Assessment Agreement	Other	2/16/2024
Attachment F: Opus Development Company LLC Application & Minimum Assessment Agreement	Other	2/21/2024
Attachment G: TS Council Bluffs IA Landlord LLC Application & Minimum Assessment Agreement	Other	2/16/2024
Resolution 24-62	Resolution	2/21/2024
Resolution 24-63	Resolution	2/21/2024
Resolution 24-64	Resolution	2/21/2024
Resolution 24-65	Resolution	2/21/2024
Resolution 24-66	Resolution	2/21/2024
Resolution 24-67	Resolution	2/21/2024
Resolution 24-68	Resolution	2/21/2024

Council Communication

Department: Community Development Case/Project Nos.: 24-URV-002, 24-URV-003, 24-URV-004, 24-URV-005, 24-URV-006, 24-URV-007 & 24-URV-008	Resolution No.: 24-	City Council: February 26, 2024
Subject/Title		
Urban Revitalization Applications for the 2024 Tax Assessment Year (2023 calendar year)		
Applicants		
1) 24-URV-002: Black Squirrel Investors LLC 2) 24-URV-003: Horseshoe – Hilton Garden Inn 3) 24-URV-004: 1700 Council Bluffs LP (IceCap Cold Storage) 4) 24-URV-005: Immanuel Elderly Housing III, LLC 5) 24-URV-006: McGregor Interests Council Bluffs QOF, LLC 6) 24-URV-007: Opus Development Company LLC 7) 24-URV-008: TS Council Bluffs IA Landlord LLC (Tesla)		
Locations		
1) Black Squirrel Urban Revitalization Area (1120 S 34 th Street) 2) Mid-America Urban Revitalization Area (2702 Mid America Drive) 3) 16 th Avenue Urban Revitalization Area (1720 16 th Avenue) 4) College Road Urban Revitalization Area (1689 College Road) 5) Veterans Memorial Highway Urban Revitalization Area (706 Veterans Memorial Highway) 6) River Road Urban Revitalization Area (2421 and 2441 River Road) 7) Mid-America Urban Revitalization Area (2421 Mid America Drive)		
Background/Discussion		
<u>Background</u> Chapter 404 of the Iowa Code authorizes a City to designate an area as an urban revitalization area. Improvements to qualified real estate within designated areas may then be eligible to receive a total or partial exemption from property taxes for a specified number of years. The exemptions are intended to stimulate private investment by reducing the tax increase that would normally result from making improvements to real estate property. Urban revitalization tax abatement incentives can apply to residential, commercial and industrial development. Both new construction on vacant or unimproved land and rehabilitation of existing structures are eligible for tax abatement. All eligible commercial and industrial real estate can receive a partial exemption from taxation or a full exemption on the actual value added by the improvements. The partial exemption is for a period of ten years and the full 100% exemption is for a period of three years. Multi-family new construction (12 or more units) is eligible for a 100% exemption for four years and multi-family rehabilitation (3 or more units) may be eligible for a 100% exemption for ten years. Minimum Assessment Agreements will be recorded for each parcel as part of the approval process annually. Signed Minimum Assessment Agreements will be available for the February 26 th Council meeting, unsigned copies are attached for your review. <u>Discussion</u> 1. Black Squirrel Investors LLC		

Council Communication

1120 S 34th Street
Black Squirrel Flats Lot 1
Parcel No. 754433439001

In 2022, Black Squirrel Investors LLC began its construction on 20 multifamily townhomes adding housing stock to Council Bluffs. In 2023, the total investment was \$2,975,000.

Construction will be completed March 2024. Black Squirrel Investors LLC has requested full tax exemption for a four-year period. A detailed builder's cost breakdown/real estate improvement cost report is attached as a part of the application.

The Community Development Department has reviewed the request and finds the following:

- a) The request is in conformance with the Black Squirrel Urban Revitalization Plan (expires 2042).
- b) The request pertains to property improvements located within a designated urban revitalization area.
- c) The request is for work completed in 2023 and all appropriate materials have been submitted within the timeframe required for abatement.
- d) The request is consistent with Chapter 404 of the Iowa Code and applicable city ordinances.
- e) The property is classified as residential and is consistent with the eligibility criteria contained in the Black Squirrel Urban Revitalization Plan.
- f) Building Permits have been issued.

2. Horseshoe – Hilton Garden Inn
2702 Mid-America Drive
Horseshoe Subdivision Lot
Parcel No. 744403400014

In 2022, Horseshoe – Hilton Garden Inn Immanuel Elderly Housing III, LLC began a interior/exterior remodeling project. In 2022, the total investment was \$2,832,064. In 2023, the total investment was \$5,220,551. For a total investment of \$8,052,615.

The project was completed September 2023. They have requested a partial exemption for ten years. A detailed builder's cost breakdown/real estate improvement cost report is attached as a part of the application.

The Community Development Department has reviewed the request and finds the following:

- a) The request is in conformance with the Mid-America Urban Revitalization Plan (expires 2041).
- b) The request pertains to property improvements located within a designated urban revitalization area.
- c) The request is for work completed in 2022 and 2023. All appropriate materials have been submitted within the timeframe required for abatement.
- d) The request is consistent with Chapter 404 of the Iowa Code and applicable city ordinances.
- e) The property is classified as commercial and is consistent with the eligibility criteria contained in the Mid-America Urban Revitalization Plan.
- f) Building permits were issued.

3. 1700 Council Bluffs LP (IceCap Cold Storage)
1720 16th Avenue
Co Bluffs 2-74-44 PT E1/2 NW Lying E of UP ROW & W200' W1/2 NE Lying S OF 16th Ave & N of UP ROW & SELY11.36AC S & E of RR S1/2 SW 35-75-44 EXC E16' S686'
Parcel No. 744402101001

In 2021, 1700 Council Bluffs LP began building a new facility for cold storage of food products including office space, freezer and machinery for cold storage use. In 2023, the total investment was \$41,215,762.

Council Communication

Construction will be completed March 2024. 1700 Council Bluffs LP have requested a 100% exemption for three years. A detailed builder's cost breakdown/real estate improvement cost report is attached as a part of the application.

The Community Development Department has reviewed the request and finds the following:

- a) The request is in conformance with the 16th Avenue Urban Revitalization Plan (expires 2031).
- b) The request pertains to property improvements located within a designated urban revitalization area.
- c) The request is for work completed in 2023 and all appropriate materials have been submitted within the timeframe required for abatement.
- d) The request is consistent with Chapter 404 of the Iowa Code and applicable city ordinances.
- e) The property is classified as commercial and is consistent with the eligibility criteria contained in the 16th Avenue Urban Revitalization Plan.
- f) Building permits were issued.

4. Immanuel Elderly Housing III, LLC
1689 College Road
New Horizon Subdivision Replat 2 Lot 3
Parcel No. 754328301003

In 2023, Immanuel Elderly Housing III, LLC completed construction of 65 unit low-income housing independent living apartments for adults over 55 years of age and will provide related programs for seniors to meet the physical, emotional, recreational, social and religious needs of aged persons. The project created two new full-time equivalent positions. In 2023, the total investment was \$3,652,646.

The project was completed April 2023. They have requested a 100% exemption for four years, which is allowed because the project is classified as multi-family new construction. A detailed builder's cost breakdown/real estate improvement cost report is attached as a part of the application.

The Community Development Department has reviewed the request and finds the following:

- a) The request is in conformance with the College Road Urban Revitalization Plan (expires 2035).
- b) The request pertains to property improvements located within a designated urban revitalization area.
- c) The request is for work completed in 2023 and all appropriate materials have been submitted within the timeframe required for abatement.
- d) The request is consistent with Chapter 404 of the Iowa Code and applicable city ordinances.
- e) The property is classified as residential and is consistent with the eligibility criteria contained in the College Road Urban Revitalization Plan.
- f) A certificate of occupancy has been issued.

5. McGregor Interests Council Bluffs QOF, LLC
706 Veterans Memorial Highway
McGregor Interests Memorial Subdivision Lot 1
Parcel No. 744412381001

In 2023, McGregor Interests Council Bluffs QOF, LLC began its construction of a 20,000 square foot self-storage facility. In 2023, the total investment was \$1,775,688.

The project will be completed July 2024. McGregor Interests Council Bluffs QOF, LLC has requested a partial exemption for ten years. A detailed builder's cost breakdown/real estate improvement cost report is attached as a part of the application.

The Community Development Department has reviewed the request and finds the following:

Council Communication

- a) The request is in conformance with the Veterans Memorial Highway Urban Revitalization Plan (expires 2042).
- b) The request pertains to property improvements located within a designated urban revitalization area.
- c) The request is for work completed in 2023 and all appropriate materials have been submitted within the timeframe required for abatement.
- d) The request is consistent with Chapter 404 of the Iowa Code and applicable city ordinances.
- e) The property is classified as commercial and is consistent with the eligibility criteria contained in the Veterans Memorial Highway Urban Revitalization Plan.
- f) Building permits have been issued.

6. Opus Development Company LLC
2421 and 2441 River Road
River Road Subdivision Replat 1 Lot 1 and Lot 2
Parcel No. 744404402001 and 744404402002

In 2022, Opus Development Company LLC began its construction of 302,300 and 236,000 square foot industrial buildings. In 2022, the total investment was \$4,193,066. In 2023, the total investment was \$31,990,352. For a total investment of \$36,183,418.

The project will be completed September 2024. Opus Development Company LLC has requested a partial exemption for ten years. A detailed builder's cost breakdown/real estate improvement cost report is attached as a part of the application.

The Community Development Department has reviewed the request and finds the following:

- a) The request is in conformance with the River Road Urban Revitalization Plan (expires 2027).
- b) The request pertains to property improvements located within a designated urban revitalization area.
- c) The request is for work completed in 2022 and 2023 and all appropriate materials have been submitted within the timeframe required for abatement.
- d) The request is consistent with Chapter 404 of the Iowa Code and applicable city ordinances.
- e) The property is classified as commercial and is consistent with the eligibility criteria contained in the River Road Urban Revitalization Plan.
- f) Building permits have been issued.

7. TS Council Bluffs IA Landlord LLC
2421 Mid America Drive
Co Bluffs – Bluffs Vision 4 Subdivision Lot 2
Parcel No. 744403303001

In 2023, TS Council Bluffs IA Landlord LLC began construction of a 50,353 square foot 1-story auto dealership. In 2023, the total investment was \$6,632,202.

The project will be completed June 2024. TS Council Bluffs IA Landlord LLC has requested partial exemption for ten years. A detailed builder's cost breakdown/real estate improvement cost report is attached as a part of the application.

The Community Development Department has reviewed the request and finds the following:

- a) The request is in conformance with the Mid-America Urban Revitalization Plan (expires 2041).
- b) The request pertains to property improvements located within a designated urban revitalization area.
- c) The request is for work completed in 2023 and all appropriate materials have been submitted within the timeframe required for abatement.
- d) The request is consistent with Chapter 404 of the Iowa Code and applicable city ordinances.

Council Communication

- e) The property is classified as agricultural and is consistent with the eligibility criteria contained in the Mid-America Urban Revitalization Plan.
- f) Building permits have been issued.

Staff Recommendations

Recommendation #1: The Community Development Department recommends the City Council approve and adopt a resolution granting approval for tax abatement for the 2024 tax assessment year (2023 calendar year) as requested by Black Squirrel Investors LLC for the eligible property improvements located at 1120 S 34th Street.

Recommendation #2: The Community Development Department recommends the City Council approve and adopt a resolution granting approval for tax abatement for the 2024 tax assessment year (2023 calendar year) and the 2023 tax assessment year (2022 calendar year) as requested by Horseshoe – Hilton Garden Inn for the eligible property improvements located at 2702 Mid America Drive.

Recommendation #3: The Community Development Department recommends the City Council approve and adopt a resolution granting approval for tax abatement for the 2024 tax assessment year (2023 calendar year) as requested by 1700 Council Bluffs LP (IceCap Cold Storage) for the eligible property improvements located at 1720 16th Avenue.

Recommendation #4: The Community Development Department recommends the City Council approve and adopt a resolution granting approval for tax abatement for the 2024 tax assessment year (2023 calendar year) as requested by Immanuel Elderly Housing III, LLC for the eligible property improvements located at 1689 College Road.

Recommendation #5: The Community Development Department recommends the City Council approve and adopt a resolution granting approval for tax abatement for the 2024 tax assessment year (2023 calendar year) as requested by McGregor Interests Council Bluffs QOF, LLC for the eligible property improvements located at 706 Veterans Memorial Highway.

Recommendation #6: The Community Development Department recommends the City Council approve and adopt a resolution granting approval for tax abatement for the 2024 tax assessment year (2023 calendar year) and the 2023 tax assessment year (2022 calendar year) as requested by Opus Development Company LLC for the eligible property improvements located at 2421 and 2441 River Road.

Recommendation #7: The Community Development Department recommends the City Council approve and adopt a resolution granting approval for tax abatement for the 2024 tax assessment year (2023 calendar year) as requested by TS Council Bluffs IA Landlord LLC (Tesla) for the eligible property improvements located at 2421 Mid America Drive.

Program Overview

Completed by blacksquirreelflats@gmail.com on 1/23/2024 10:06 AM

Case Id: 31811

Name: Black Squirrel - 2023

Address: *No Address Assigned

Program Overview

Please review the below information.



2024 APPLICATION FOR URBAN REVITALIZATION INCENTIVES

APPLICATION DEADLINE

This application, along with all required attachments, must be submitted to the City of Council Bluffs-Community Development Department by **February 1, 2024**.

Applications received after this date may not be processed and/or approved.

Urban Revitalization – Project Approval Process

Owners of property who have made improvements within a designation urban revitalization area must apply to receive tax exemption benefits. If an improvement project extends over several years, an application is required for each calendar year that improvements were completed. The following provides a general outline of the City's application and review procedures

1. Application

Applications for tax abatement must be made to the City by February 1st following completion of the improvements. Failure to submit by the February 1st deadline may result in an automatic denial of benefits. Upon approval, the City is required to submit this approval to the County Assessor by March 1st. *In addition, applications must be submitted in each calendar year that improvements are made.* All applications shall be made on forms prepared by the Community Development Department.

2. Fees

A processing fee shall be submitted with each annual project review application. The fee shall be equal to a base fee of \$500.00 plus \$15.00 per \$100,000 in added valuation. However, the processing fee shall not exceed \$1,500.00.

*This fee must be submitted by check to Community Development by February 1st. Checks should be made out to

Printed By: Marianne Collins on 2/16/2024

1 of 10

3. Review Procedure

The following procedure will be utilized in reviewing applications:

- The applicant requests a preliminary conference with the Community Development Department to review and explain the application process. Applications along with all required data are due by February 1st to the Community Development Department.
- Complete the application fully; if any questions are left unanswered or required attachments are not submitted, an explanation must be included.
- Additionally, inaccurate information of a significant nature may disqualify the application from consideration.
- As part of the Community Development Department acceptance procedure additional information or data may be required.

4. The Community Development Department shall review the forms and data for completeness. If there is a deficiency, the Department will notify the applicant within seven (7) days. The application will not be processed until completed.

5. The Department shall review the application according to the following criteria: 1) conformance with the Urban Revitalization Plan; 2) a finding that the site is within a designated area; 3) a finding that the work has been completed within the time required to qualify for abatement in the assessment year; 4) a finding that the application is consistent with Chapter 404 of the Iowa Code; and 5) a finding that the application is consistent with all applicable city codes and ordinances.

6. Upon review of the application, the Community Development Department will prepare a recommendation and schedule the application for City Council consideration.

7. The City Council will by resolution accept or reject the application and improvements as conforming to all City codes and State law.

8. The City Council will then direct the Community Development Department to transmit a copy of the case file to the Pottawattamie County Assessor's Office by March 1st as required by Chapter 404 of the Iowa Code.

A. Applicant Information

Completed by blacksquirrelflats@gmail.com on 1/23/2024 10:15 AM

Case Id: 31811

Name: Black Squirrel - 2023

Address: *No Address Assigned

A. Applicant Information

Please provide the following information.

APPLICANT INFORMATION

A.1. Name of Business

Black Squirrel Flats

A.2. Mailing Address of Business

1120 S 34th Street Council Bluffs, IA 51501

A.3. Phone Number

(402) 510-2384

A.4. Status

P.O. (Property Owner)

CONTACT INFORMATION

A.5. First Name

DOUG

A.6. Last Name

REISZ

A.7. Title and Company name of Contact Person

Black Squirrel Investors

A.8. Phone Number

(402) 510-2384

A.9. Email Address

blacksquirrelflats@gmail.com

PROPERTY INFORMATION

A.10. Name of company who will be occupying the building

Black Squirrel Investors

A.11. Address/Location of property

1120 S 34th Street Council Bluffsuffs, IA 51501

A.12. Legal description

20 Townhomes

A.13. Parcel Number (can be found at [PottCo.org](https://pottco.org))

7544 33 439 001

A.14. Present zoning district (call 712-890-5350 if unsure)

R3

B. Project Information

Completed by blacksquirrelflats@gmail.com on 1/23/2024 10:30 AM

Case Id: 31811

Name: Black Squirrel - 2023

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Present assessed valuation of property: (can be found at [PottCo.org](https://pottco.org))

Total

\$162,000.00

Land

\$162,000.00

Dwelling

\$0.00

Other Building

\$0.00

B.2. Project narrative

Black Squirrel Flats

B.3. Total project investment (cumulative)

\$2,900,000

B.4. Total project investment (previous calendar year only)

\$100,000

B.5. Construction start date

12/17/2022

B.6. Construction completion date

03/31/2024

B.7. Exemption schedule

100% exemption for four years (multi-family residential only)

B.8. Will any persons, including families, business concerns or others be displaced as a result of the improvements made for this project?

No

C. Cost Report

Completed by blacksquirrelflats@gmail.com on 1/23/2024 10:50 AM

Case Id: 31811

Name: Black Squirrel - 2023

Address: *No Address Assigned

C. Cost Report

Please provide the following information.

C.1. Type of building or improvement and use

20 multifamily townhomes

C.2. Basic building or improvement construction

New construction. All below costs in C.4. are to the best of my ability.

C.3. Estimate the percentage of completion as of January 1, 2023

85.00%

C.4. Builder's Cost Breakdown

ACTIVITIES	AMOUNT
EXCAVATING AND GRADING	\$35,000.00
CONCRETE (foundation/walks/ drive)	\$230,000.00
FRAMING MATERIAL	\$260,000.00
FRAMING LABOR	\$220,000.00
ROOFING	\$130,000.00
GLASS	\$60,000.00
HEATING AND AIR CONDITIONING	\$210,000.00
PLUMBING	\$220,000.00
ELECTRICAL	\$240,000.00
INSULATION	\$75,000.00
DRY WALL	\$140,000.00
CARPENTER (labor/lumber/hardware)	\$160,000.00
PAINTING AND DECORATING	\$190,000.00
FLOORING	\$145,000.00
LANDSCAPING	\$55,000.00
ARCHITECT	\$60,000.00
SURVEY	\$25,000.00
BUILDING PERMITS	\$25,000.00
INSURANCE	\$25,000.00
CONSTRUCTION LOAN FEE AND INTEREST	\$70,000.00
OVERHEAD AND PROFIT	\$0.00
MISCELLANEOUS	\$350,000.00
FIXTURES AND EQUIPMENT	\$50,000.00
TOTAL BUILDING COST	\$2,975,000.00

C.5. Please re-enter the Total Building Cost from above to verify cost

\$3,050,000.00

C.6. Does the above building cost represent cost to date or total project cost when completed?

Yes

C.7. Purchase price of land (if applicable)

\$75,000.00

C.8. Total (Land + Building Cost)

\$3,050,000.00

C.9. Total Application Fee:

\$965.00

☒ I, the undersigned, representing ownership on the above property, herewith certify that the above statement of amounts and actual value of said property is true and correct, and represents total cost and investment by all parties involved.

Signature

***Not signed*

Official Use Only

\$30.50

\$31.00

D. Required Documents

Completed by blacksquirrelflats@gmail.com on 1/23/2024 11:13 AM

Case Id: 31811

Name: Black Squirrel - 2023

Address: *No Address Assigned

Please upload the required documentation.

Please provide the following information.

Documentation



Blueprints *Required

BSF-Arch-Plans.pdf



Plot Plan *Required

Black Squirrel Flats Site Plan - 13 Pages.pdf



Copy of building permit *Required

Building Permit.HEIC



Copy of Certificate of Occupancy (Only Required upon completion of project)

Certificate of Occupancy NA.jpg



Detailed List of Fixtures and Equipment

Fixtures NA.jpg

Submit

Completed by blacksquirrelflats@gmail.com on 1/23/2024 11:16 AM

Case Id: 31811

Name: Black Squirrel - 2023

Address: *No Address Assigned

Submit the Application

Please review and attest to the following:

Total Application Fee:

\$0.00

Please submit your application fee to:

City of Council Bluffs, Community Development

209 Pearl St

Council Bluffs, Iowa 51503.

Checks should be made out to Council Bluffs Treasurer.

This application, along with all required attachments and fees, must be submitted by February 1. Applications received after this date may not be processed and/or approved.

WAIVER TO ENTER PROPERTY

☒ The applicant hereby authorizes the Community Development Department, the Assessor's Office and/or their representatives to enter the property described above for the purpose of verifying all claims and data related to the application. (Note: Failure to sign the authorization may prevent the processing of the application.)

CERTIFICATIONS

☒ I certify that all information, representations, or statements provided to the City of Council Bluffs, in connection with this application, are true and correct in all material respects.

☒ I understand that the partial exemption shall apply only to the value added in excess of the actual value of the property as of the year immediately preceding the year in which value added was first assessed. If the actual value of the property is reduced for any year during the period in which the partial exemption applies, any reduction in value resulting from the partial exemption shall not reduce the assessment of the property below its actual value as of January 1 of the assessment year immediately preceding the year in which value added was first assessed. This applies regardless of whether the reduction in actual value is made by the assessor, the board of review, a court order, or an equalization order of the department of revenue (Iowa Administrative Code r. 701-110.8).

Title

Owner

Date

Printed By: Marianne Collins on 2/16/2024

01/23/2024

Authorized Signature

Doug Reisz

Electronically signed by blacksquirrelflats@gmail.com on 1/23/2024 11:16 AM

Prepared by: Nathan Overberg/Jenna Sabroske, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 515-243-7611
Return to: City of Council Bluffs, 209 Pearl St, Council Bluffs, IA 51503; Attn: Marianne Collins

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of February 26, 2024, by and between the City of Council Bluffs, Iowa (the “City”), an Iowa municipal corporation, and Black Squirrel Investors LLC a(n) Iowa Limited Liability Corporation (“Owner”).

WHEREAS, consistent with the provisions of the City’s Black Squirrel Urban Revitalization Plan (the “Plan”), the Owner has submitted an Application for Tax Abatement dated as of December 31, 2023 (the “Application”) regarding certain commercial real estate owned by Owner and located in the Black Squirrel Urban Revitalization Area, which real estate is legally described as follows:

Black Squirrel Flats Lot 1

(the “Property”);

WHEREAS, the Application describes certain improvements that have been or are proposed to be constructed on the Property (the “Eligible Improvements”); and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Owner desire to establish a Minimum Actual Value for the Eligible Improvements and Property following completion of the Eligible Improvements for the duration of the tax abatement requested by the Owner by submission of the Application, under the provisions of the Plan; and

WHEREAS, the Pottawattamie County Assessor has reviewed the preliminary plans and specifications for the Eligible Improvements that are contemplated to be constructed.

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

1. Upon substantial completion of construction of the Eligible Improvements, but in no event later than January 1, 2024, the minimum actual value fixed for assessment purposes for the Eligible Improvements and the Property (building and land value) in the aggregate shall be not less than _____ Dollars (\$ _____), before rollback

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, ____ (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Property.

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

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

4. Nothing herein shall be deemed to waive the rights of Owner from seeking administrative or legal remedies to reduce the actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

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

6. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page is blank. Signatures start on the next page.]

CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, _____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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 Minimum Assessment Agreement – City]

BLACK SQUIRREL INVESTORS LLC

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2024, by _____, as the _____ of Black Squirrel Investors LLC on behalf of whom the record was executed.

Notary Public in and for said state

[Signature page to Minimum Assessment Agreement – Owner]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Eligible Improvements to be constructed, and being of the opinion that the minimum actual value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

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

Assessor for the County of Pottawattamie, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County
of Pottawattamie, Iowa on this _____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. a. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

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

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

02217327-1\99500-009

Prepared by: Nathan Overberg/Jenna Sabroske, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 515-243-7611
Return to: City of Council Bluffs, 209 Pearl St, Council Bluffs, IA 51503; Attn: Marianne Collins

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of February 26, 2024, by and between the City of Council Bluffs, Iowa (the “City”), an Iowa municipal corporation, and Horseshoe Council Bluffs LLC a(n) Iowa Limited Liability Corporation (“Owner”).

WHEREAS, consistent with the provisions of the City’s Mid-America Urban Revitalization Plan (the “Plan”), the Owner has submitted an Application for Tax Abatement dated as of December 31, 2023 (the “Application”) regarding certain commercial real estate owned by Owner and located in the Mid-America Urban Revitalization Area, which real estate is legally described as follows:

Horseshoe Subdivision Lot 2

(the “Property”);

WHEREAS, the Application describes certain improvements that have been or are proposed to be constructed on the Property (the “Eligible Improvements”); and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Owner desire to establish a Minimum Actual Value for the Eligible Improvements and Property following completion of the Eligible Improvements for the duration of the tax abatement requested by the Owner by submission of the Application, under the provisions of the Plan; and

WHEREAS, the Pottawattamie County Assessor has reviewed the preliminary plans and specifications for the Eligible Improvements that are contemplated to be constructed.

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

1. Upon substantial completion of construction of the Eligible Improvements, but in no event later than January 1, 2024, the minimum actual value fixed for assessment purposes for the Eligible Improvements and the Property (building and land value) in the aggregate shall be not less than eight million fifty-two thousand six hundred fifteen dollars (\$8,052,615), before rollback.

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2033 ("Assessment Termination Date"). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Property.

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

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

4. Nothing herein shall be deemed to waive the rights of Owner from seeking administrative or legal remedies to reduce the actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

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

6. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page is blank. Signatures start on the next page.]

CITY OF COUNCIL BLUFFS, IOWA

By: _____
_____, Mayor

ATTEST:

By: _____
_____, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, _____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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 Minimum Assessment Agreement – City]

HORSEHSOE COUNCIL BLUFFS LLC

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2024, by _____, as the _____ of Horseshoe Council Bluffs LLC on behalf of whom the record was executed.

Notary Public in and for said state

[Signature page to Minimum Assessment Agreement – Owner]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Eligible Improvements to be constructed, and being of the opinion that the minimum actual value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

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

Assessor for the County of Pottawattamie, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County
of Pottawattamie, Iowa on this _____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. a. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

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

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

02217327-1\99500-009

Program Overview

Completed by btheye@usproperty.biz on 1/31/2024 4:00 PM

Case Id: 31829

Name: Ice Cap Cold Storage - 2023

Address: *No Address Assigned

Program Overview

Please review the below information.



2024 APPLICATION FOR URBAN REVITALIZATION INCENTIVES

APPLICATION DEADLINE

This application, along with all required attachments, must be submitted to the City of Council Bluffs-Community Development Department by **February 1, 2024**.

Applications received after this date may not be processed and/or approved.

Urban Revitalization – Project Approval Process

Owners of property who have made improvements within a designation urban revitalization area must apply to receive tax exemption benefits. If an improvement project extends over several years, an application is required for each calendar year that improvements were completed. The following provides a general outline of the City's application and review procedures

1. Application

Applications for tax abatement must be made to the City by February 1st following completion of the improvements. Failure to submit by the February 1st deadline may result in an automatic denial of benefits. Upon approval, the City is required to submit this approval to the County Assessor by March 1st. *In addition, applications must be submitted in each calendar year that improvements are made.* All applications shall be made on forms prepared by the Community Development Department.

2. Fees

A processing fee shall be submitted with each annual project review application. The fee shall be equal to a base fee of \$500.00 plus \$15.00 per \$100,000 in added valuation. However, the processing fee shall not exceed \$1,500.00.

This fee must be submitted by check to Community Development by February 1st. Checks should be made out to Council Bluffs Treasurer

Printed By: Marianne Collins on 2/16/2024

3.Review Procedure

The following procedure will be utilized in reviewing applications:

- The applicant requests a preliminary conference with the Community Development Department to review and explain the application process. Applications along with all required data are due by February 1st to the Community Development Department.
- Complete the application fully; if any questions are left unanswered or required attachments are not submitted, an explanation must be included.
- Additionally, inaccurate information of a significant nature may disqualify the application from consideration.
- As part of the Community Development Department acceptance procedure additional information or data may be required.

4. The Community Development Department shall review the forms and data for completeness. If there is a deficiency, the Department will notify the applicant within seven (7) days. The application will not be processed until completed.

5. The Department shall review the application according to the following criteria: 1) conformance with the Urban Revitalization Plan; 2) a finding that the site is within a designated area; 3) a finding that the work has been completed within the time required to qualify for abatement in the assessment year; 4) a finding that the application is consistent with Chapter 404 of the Iowa Code; and 5) a finding that the application is consistent with all applicable city codes and ordinances.

6. Upon review of the application, the Community Development Department will prepare a recommendation and schedule the application for City Council consideration.

7. The City Council will by resolution accept or reject the application and improvements as conforming to all City codes and State law.

8. The City Council will then direct the Community Development Department to transmit a copy of the case file to the Pottawattamie County Assessor's Office by March 1st as required by Chapter 404 of the Iowa Code.

A. Applicant Information

Completed by mcollins@councilbluffs-ia.gov on 2/15/2024 2:35 PM

Case Id: 31829

Name: Ice Cap Cold Storage - 2023

Address: *No Address Assigned

A. Applicant Information

Please provide the following information.

APPLICANT INFORMATION

A.1. Name of Business

1700 Council Bluffs LP

A.2. Mailing Address of Business

129 N 10th St Ste. 313 Lincoln, NE 68508

A.3. Phone Number

(402) 806-3284

A.4. Status

P.O. (Property Owner)

CONTACT INFORMATION

A.5. First Name

Ben

A.6. Last Name

Theye

A.7. Title and Company name of Contact Person

Director of Accounting

A.8. Phone Number

(402) 806-3284

A.9. Email Address

btheye@usproperty.biz

PROPERTY INFORMATION

A.10. Name of company who will be occupying the building

IceCap Cold Storage

A.11. Address/Location of property

1720 16th Ave Council Bluffs, IA 51501

A.12. Legal description

CO BLUFFS 2-74-44 PT E1/2 NW LYING E OF UP ROW & W200' W1/2 NE LYING S OF 16TH AVE & N OF UP ROW & SELY11.36AC S & E OF RR S1/2 SW 35-75-44 EXC E16' S686' SE SW

A.13. Parcel Number (can be found at [PottCo.org](https://pottco.org))

7444 02 101001

A.14. Present zoning district (call 712-890-5350 if unsure)

000 CO BLUFFS CITY/CO BLUFFS

B. Project Information

Completed by mcollins@councilbluffs-ia.gov on 2/16/2024 8:34 AM

Case Id: 31829

Name: Ice Cap Cold Storage - 2023

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Present assessed valuation of property: (can be found at [PottCo.org](https://pottco.org))

Total

\$0.00

Land

\$1,300,000.00

Dwelling

\$0.00

Other Building

\$0.00

B.2. Project narrative

Land was purchased to be used for building a state of the art cold storage facility. Both the business and building are owned by common ownership.

B.3. Total project investment (cumulative)

66,553,227

B.4. Total project investment (previous calendar year only)

41,215,762

B.5. Construction start date

12/20/2020

B.6. Construction completion date

03/01/2024

B.7. Exemption schedule

100% exemption for three years

B.8. Will any persons, including families, business concerns or others be displaced as a result of the improvements made for this project?

No

Printed By: Marianne Collins on 2/16/2024

C. Cost Report

Completed by mcollins@councilbluffs-ia.gov on 2/16/2024 8:37 AM

Case Id: 31829

Name: Ice Cap Cold Storage - 2023

Address: *No Address Assigned

C. Cost Report

Please provide the following information.

C.1. Type of building or improvement and use

Industrial building used for cold storage of food products.

C.2. Basic building or improvement construction

Freezer, office space, machinery for cold storage use

C.3. Estimate the percentage of completion as of January 1, 2023

95.00%

C.4. Builder's Cost Breakdown

ACTIVITIES	AMOUNT
EXCAVATING AND GRADING	\$1,955,869.00
CONCRETE (foundation/walks/ drive)	\$7,061,631.00
FRAMING MATERIAL	\$5,651,806.00
FRAMING LABOR	\$2,255,210.00
ROOFING	\$1,346,514.00
GLASS	\$22,109.00
HEATING AND AIR CONDITIONING	\$7,844,286.00
PLUMBING	\$303,118.00
ELECTRICAL	\$3,867,319.00
INSULATION	\$6,162,833.00
DRY WALL	\$38,150.00
CARPENTER (labor/lumber/hardware)	\$835,496.00
PAINTING AND DECORATING	\$643,093.00
FLOORING	\$42,700.00
LANDSCAPING	\$173,965.00
ARCHITECT	\$955,978.00
SURVEY	\$81,505.00
BUILDING PERMITS	\$514,058.00
INSURANCE	\$0.00
CONSTRUCTION LOAN FEE AND INTEREST	\$0.00
OVERHEAD AND PROFIT	\$0.00
MISCELLANEOUS	\$1,159,303.00
FIXTURES AND EQUIPMENT	\$300,819.00
TOTAL BUILDING COST	\$41,215,762.00

C.5. Please re-enter the Total Building Cost from above to verify cost

\$41,215,762.00

C.6. Does the above building cost represent cost to date or total project cost when completed?

2023 improvements done-per email 02-14-23

C.7. Purchase price of land (if applicable)

\$1,300,000.00

C.8. Total (Land + Building Cost)

\$67,853,227.00

C.9. Total Application Fee:

\$1,500.00

☒ I, the undersigned, representing ownership on the above property, herewith certify that the above statement of amounts and actual value of said property is true and correct, and represents total cost and investment by all parties involved.

Signature

btheye@usproperty.biz

Electronically signed by btheye@usproperty.biz on 1/31/2024 4:18 PM

Official Use Only

\$412.16

\$412.00

D. Required Documents

Completed by btheye@usproperty.biz on 2/1/2024 10:43 AM

Case Id: 31829

Name: Ice Cap Cold Storage - 2023

Address: *No Address Assigned

Please upload the required documentation.

Please provide the following information.

Documentation



Blueprints *Required

Final Building Plan 10-19-23.pdf



Plot Plan *Required

Final Site Plan 11-13-23.pdf



Copy of building permit *Required

Phase 2 Building Shell Permit.pdf



Copy of Certificate of Occupancy (Only Required upon completion of project)

***No files uploaded*



Detailed List of Fixtures and Equipment

***No files uploaded*

Submit

Completed by btheye@usproperty.biz on 2/1/2024 10:43 AM

Case Id: 31829

Name: Ice Cap Cold Storage - 2023

Address: *No Address Assigned

Submit the Application

Please review and attest to the following:

Total Application Fee:

\$0.00

Please submit your application fee to:

City of Council Bluffs, Community Development

209 Pearl St

Council Bluffs, Iowa 51503.

Checks should be made out to Council Bluffs Treasurer.

This application, along with all required attachments and fees, must be submitted by February 1. Applications received after this date may not be processed and/or approved.

WAIVER TO ENTER PROPERTY

☒ The applicant hereby authorizes the Community Development Department, the Assessor's Office and/or their representatives to enter the property described above for the purpose of verifying all claims and data related to the application. (Note: Failure to sign the authorization may prevent the processing of the application.)

CERTIFICATIONS

☒ I certify that all information, representations, or statements provided to the City of Council Bluffs, in connection with this application, are true and correct in all material respects.

☒ I understand that the partial exemption shall apply only to the value added in excess of the actual value of the property as of the year immediately preceding the year in which value added was first assessed. If the actual value of the property is reduced for any year during the period in which the partial exemption applies, any reduction in value resulting from the partial exemption shall not reduce the assessment of the property below its actual value as of January 1 of the assessment year immediately preceding the year in which value added was first assessed. This applies regardless of whether the reduction in actual value is made by the assessor, the board of review, a court order, or an equalization order of the department of revenue (Iowa Administrative Code r. 701-110.8).

Title

Director of Accounting

Date

02/01/2024

Printed By: Marianne Collins on 2/16/2024

Authorized Signature

btheye@usproperty.biz

Electronically signed by btheye@usproperty.biz on 2/1/2024 10:43 AM

Prepared by: Nathan Overberg/Jenna Sabroske, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 515-243-7611
Return to: City of Council Bluffs, 209 Pearl St, Council Bluffs, IA 51503; Attn: Marianne Collins

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of February 26, 2024, by and between the City of Council Bluffs, Iowa (the “City”), an Iowa municipal corporation, and 1700 Council Bluffs LP a(n) Iowa Limited Liability Corporation (“Owner”).

WHEREAS, consistent with the provisions of the City’s 16th Avenue Urban Revitalization Plan (the “Plan”), the Owner has submitted an Application for Tax Abatement dated as of December 31, 2023 (the “Application”) regarding certain commercial real estate owned by Owner and located in the 16th Avenue Urban Revitalization Area, which real estate is legally described as follows:

Co Bluffs 2-74-44 PT E1/2 NW Lying E of UP ROW & W200' W1/2 NE Lying S OF 16th Ave & N of UP ROW & SELY11.36AC S & E of RR S1/2 SW 35-75-44 EXC E16' S686'

(the “Property”);

WHEREAS, the Application describes certain improvements that have been or are proposed to be constructed on the Property (the “Eligible Improvements”); and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Owner desire to establish a Minimum Actual Value for the Eligible Improvements and Property following completion of the Eligible Improvements for the duration of the tax abatement requested by the Owner by submission of the Application, under the provisions of the Plan; and

WHEREAS, the Pottawattamie County Assessor has reviewed the preliminary plans and specifications for the Eligible Improvements that are contemplated to be constructed.

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

1. Upon substantial completion of construction of the Eligible Improvements, but in no event later than January 1, 2024, the minimum actual value fixed for assessment purposes for the Eligible Improvements and the Property (building and land value) in the aggregate shall be not less than _____ Dollars (\$ _____), before rollback

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, ____ (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Property.

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

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

4. Nothing herein shall be deemed to waive the rights of Owner from seeking administrative or legal remedies to reduce the actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

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

6. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page is blank. Signatures start on the next page.]

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
_____, Mayor

ATTEST:

By: _____
_____, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, _____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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 Minimum Assessment Agreement – City]

1700 COUNCIL BLUFFS LP

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2024, by _____, as the _____ of 1700 Council Bluffs LP on behalf of whom the record was executed.

Notary Public in and for said state

[Signature page to Minimum Assessment Agreement – Owner]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Eligible Improvements to be constructed, and being of the opinion that the minimum actual value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

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

Assessor for the County of Pottawattamie, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County
of Pottawattamie, Iowa on this _____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. a. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

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

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

02217327-1\99500-009

Program Overview

Completed by hwhitten@immanuel.com on 1/26/2024 1:40 PM

Case Id: 31827

Name: Immanuel - 2023

Address: *No Address Assigned

Program Overview

Please review the below information.



2024 APPLICATION FOR URBAN REVITALIZATION INCENTIVES

APPLICATION DEADLINE

This application, along with all required attachments, must be submitted to the City of Council Bluffs-Community Development Department by **February 1, 2024**.

Applications received after this date may not be processed and/or approved.

Urban Revitalization – Project Approval Process

Owners of property who have made improvements within a designation urban revitalization area must apply to receive tax exemption benefits. If an improvement project extends over several years, an application is required for each calendar year that improvements were completed. The following provides a general outline of the City's application and review procedures

1. Application

Applications for tax abatement must be made to the City by February 1st following completion of the improvements. Failure to submit by the February 1st deadline may result in an automatic denial of benefits. Upon approval, the City is required to submit this approval to the County Assessor by March 1st. *In addition, applications must be submitted in each calendar year that improvements are made.* All applications shall be made on forms prepared by the Community Development Department.

2. Fees

A processing fee shall be submitted with each annual project review application. The fee shall be equal to a base fee of \$500.00 plus \$15.00 per \$100,000 in added valuation. However, the processing fee shall not exceed \$1,500.00.

This fee must be submitted by check to Community Development by February 1st. Checks should be made out to Council Bluffs Treasurer

Printed By: Marianne Collins on 2/16/2024

3.Review Procedure

The following procedure will be utilized in reviewing applications:

- The applicant requests a preliminary conference with the Community Development Department to review and explain the application process. Applications along with all required data are due by February 1st to the Community Development Department.
- Complete the application fully; if any questions are left unanswered or required attachments are not submitted, an explanation must be included.
- Additionally, inaccurate information of a significant nature may disqualify the application from consideration.
- As part of the Community Development Department acceptance procedure additional information or data may be required.

4. The Community Development Department shall review the forms and data for completeness. If there is a deficiency, the Department will notify the applicant within seven (7) days. The application will not be processed until completed.

5. The Department shall review the application according to the following criteria: 1) conformance with the Urban Revitalization Plan; 2) a finding that the site is within a designated area; 3) a finding that the work has been completed within the time required to qualify for abatement in the assessment year; 4) a finding that the application is consistent with Chapter 404 of the Iowa Code; and 5) a finding that the application is consistent with all applicable city codes and ordinances.

6. Upon review of the application, the Community Development Department will prepare a recommendation and schedule the application for City Council consideration.

7. The City Council will by resolution accept or reject the application and improvements as conforming to all City codes and State law.

8. The City Council will then direct the Community Development Department to transmit a copy of the case file to the Pottawattamie County Assessor's Office by March 1st as required by Chapter 404 of the Iowa Code.

A. Applicant Information

Completed by hwhitten@immanuel.com on 1/25/2024 8:46 AM

Case Id: 31827

Name: Immanuel - 2023

Address: *No Address Assigned

A. Applicant Information

Please provide the following information.

APPLICANT INFORMATION

A.1. Name of Business

Immanuel Elderly Housing III LLC

A.2. Mailing Address of Business

1044 N 115th St Ste 500 Omaha, NE 68154

A.3. Phone Number

(402) 829-2976

A.4. Status

P.O. (Property Owner)

CONTACT INFORMATION

A.5. First Name

Kelle

A.6. Last Name

Scott

A.7. Title and Company name of Contact Person

Controller, Immanuel

A.8. Phone Number

(402) 829-2933

A.9. Email Address

kscott@immanuel.com

PROPERTY INFORMATION

A.10. Name of company who will be occupying the building

Immanuel Elderly Housing III LLC

A.11. Address/Location of property

1689 College Road Council Bluffs, IA 51503

A.12. Legal description

COUNCIL BLUFFS-NEW HORIZON SUB REPLAT 2 LT 3

A.13. Parcel Number (can be found at [PottCo.org](https://pottco.org))

754328301003

A.14. Present zoning district (call 712-890-5350 if unsure)

000 CO BLUFFS CITY/CO BLUFFS

B. Project Information

Completed by mcollins@councilbluffs-ia.gov on 2/16/2024 9:57 AM

Case Id: 31827

Name: Immanuel - 2023

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Present assessed valuation of property: (can be found at [PottCo.org](https://pottco.org))

Total

\$7,492,600.00

Land

\$445,000.00

Dwelling

\$7,047,600.00

Other Building

\$0.00

B.2. Project narrative

Graceview Courtyard has 65 independent living apartments for adults over 55 years of age and provides related programs for seniors to meet the physical, emotional, recreational, social and religious needs of aged persons. 3.56 Acres

There are 2.5 FTE positions

B.3. Total project investment (cumulative)

10,739,108.94

B.4. Total project investment (previous calendar year only)

3,652,645.92

B.5. Construction start date

03/21/2022

B.6. Construction completion date

04/30/2023

B.7. Exemption schedule

100% exemption for four years (multi-family residential only)

B.8. Will any persons, including families, business concerns or others be displaced as a result of the improvements

Printed By: Marianne Collins on 2/16/2024

4 of 10

made for this project?

No

C. Cost Report

Completed by hwhitten@immanuel.com on 1/26/2024 3:36 PM

Case Id: 31827

Name: Immanuel - 2023

Address: *No Address Assigned

C. Cost Report

Please provide the following information.

C.1. Type of building or improvement and use

65 Unit Independent Living

C.2. Basic building or improvement construction

Wood Framed

C.3. Estimate the percentage of completion as of January 1, 2023

100.00%

C.4. Builder's Cost Breakdown

ACTIVITIES	AMOUNT
EXCAVATING AND GRADING	\$0.00
CONCRETE (foundation/walks/ drive)	\$50,974.52
FRAMING MATERIAL	\$10,854.95
FRAMING LABOR	\$32,460.57
ROOFING	\$10,545.79
GLASS	\$18,839.19
HEATING AND AIR CONDITIONING	\$247,393.73
PLUMBING	\$0.00
ELECTRICAL	\$389,336.90
INSULATION	\$107,191.63
DRY WALL	\$412,934.83
CARPENTER (labor/lumber/hardware)	\$603,771.68
PAINTING AND DECORATING	\$218,950.00
FLOORING	\$76,903.56
LANDSCAPING	\$97,365.90
ARCHITECT	\$38,894.78
SURVEY	\$22,970.01
BUILDING PERMITS	\$0.00
INSURANCE	\$0.00
CONSTRUCTION LOAN FEE AND INTEREST	\$0.00
OVERHEAD AND PROFIT	\$107,043.12
MISCELLANEOUS	\$716,031.05
FIXTURES AND EQUIPMENT	\$490,183.71
TOTAL BUILDING COST	\$3,652,645.92

C.5. Please re-enter the Total Building Cost from above to verify cost

Printed By: Marianne Collins on 2/16/2024

6 of 10

\$3,652,645.92

C.6. Does the above building cost represent cost to date or total project cost when completed?

Total project cost

C.7. Purchase price of land (if applicable)

\$1.00

C.8. Total (Land + Building Cost)

\$3,652,646.92

C.9. Total Application Fee:

\$1,055.00

☒ I, the undersigned, representing ownership on the above property, herewith certify that the above statement of amounts and actual value of said property is true and correct, and represents total cost and investment by all parties involved.

Signature

Heidi Whitten

Electronically signed by hwhitten@immanuel.com on 1/26/2024 1:39 PM

Official Use Only

\$36.53

\$37.00

D. Required Documents

Completed by hwhitten@immanuel.com on 1/26/2024 3:34 PM

Case Id: 31827

Name: Immanuel - 2023

Address: *No Address Assigned

Please upload the required documentation.

Please provide the following information.

Documentation



Blueprints *Required

Blue Prints - GCYII.pdf



Plot Plan *Required

Plot Plan - Alta Survey.pdf



Copy of building permit *Required

Building Permit.pdf



Copy of Certificate of Occupancy (Only Required upon completion of project)

Certificate of Occupancy.pdf



Detailed List of Fixtures and Equipment

FF&E List.pdf

Submit

Completed by hwhitten@immanuel.com on 1/26/2024 3:48 PM

Case Id: 31827

Name: Immanuel - 2023

Address: *No Address Assigned

Submit the Application

Please review and attest to the following:

Total Application Fee:

\$0.00

Please submit your application fee to:

City of Council Bluffs, Community Development

209 Pearl St

Council Bluffs, Iowa 51503.

Checks should be made out to Council Bluffs Treasurer.

This application, along with all required attachments and fees, must be submitted by February 1. Applications received after this date may not be processed and/or approved.

WAIVER TO ENTER PROPERTY

☒ The applicant hereby authorizes the Community Development Department, the Assessor's Office and/or their representatives to enter the property described above for the purpose of verifying all claims and data related to the application. (Note: Failure to sign the authorization may prevent the processing of the application.)

CERTIFICATIONS

☒ I certify that all information, representations, or statements provided to the City of Council Bluffs, in connection with this application, are true and correct in all material respects.

☒ I understand that the partial exemption shall apply only to the value added in excess of the actual value of the property as of the year immediately preceding the year in which value added was first assessed. If the actual value of the property is reduced for any year during the period in which the partial exemption applies, any reduction in value resulting from the partial exemption shall not reduce the assessment of the property below its actual value as of January 1 of the assessment year immediately preceding the year in which value added was first assessed. This applies regardless of whether the reduction in actual value is made by the assessor, the board of review, a court order, or an equalization order of the department of revenue (Iowa Administrative Code r. 701-110.8).

Title

Financial Accountant II

Date

01/26/2024

Printed By: Marianne Collins on 2/16/2024

Authorized Signature

Heidi Whitten

Electronically signed by hwhitten@immanuel.com on 1/26/2024 3:37 PM

Prepared by: Nathan Overberg/Jenna Sabroske, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 515-243-7611
Return to: City of Council Bluffs, 209 Pearl St, Council Bluffs, IA 51503; Attn: Marianne Collins

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of February 26, 2024, by and between the City of Council Bluffs, Iowa (the “City”), an Iowa municipal corporation, and Immanuel Elderly Housing III, LLC, a(n) Iowa Limited Liability Corporation (“Owner”).

WHEREAS, consistent with the provisions of the City’s College Road Urban Revitalization Plan (the “Plan”), the Owner has submitted an Application for Tax Abatement dated as of December 31, 2023 (the “Application”) regarding certain commercial real estate owned by Owner and located in the College Road Urban Revitalization Area, which real estate is legally described as follows:

New Horizon Subdivision Replat 2 Lot 3

(the “Property”);

WHEREAS, the Application describes certain improvements that have been or are proposed to be constructed on the Property (the “Eligible Improvements”); and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Owner desire to establish a Minimum Actual Value for the Eligible Improvements and Property following completion of the Eligible Improvements for the duration of the tax abatement requested by the Owner by submission of the Application, under the provisions of the Plan; and

WHEREAS, the Pottawattamie County Assessor has reviewed the preliminary plans and specifications for the Eligible Improvements that are contemplated to be constructed.

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

1. Upon substantial completion of construction of the Eligible Improvements, but in no event later than January 1, 2024, the minimum actual value fixed for assessment purposes for the Eligible Improvements and the Property (building and land value) in the aggregate shall be not less than _____ Dollars (\$ _____), before rollback

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, ____ (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Property.

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

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

4. Nothing herein shall be deemed to waive the rights of Owner from seeking administrative or legal remedies to reduce the actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

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

6. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page is blank. Signatures start on the next page.]

CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, _____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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 Minimum Assessment Agreement – City]

IMMANUEL ELDERLY HOUSING III, LLC

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2024, by _____, as the _____ of Immanuel Elderly Housing III, LLC, on behalf of whom the record was executed.

Notary Public in and for said state

[Signature page to Minimum Assessment Agreement – Owner]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Eligible Improvements to be constructed, and being of the opinion that the minimum actual value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

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

Assessor for the County of Pottawattamie, Iowa

Date _____

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County
of Pottawattamie, Iowa on this _____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. a. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

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

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

02217327-1\99500-009

Program Overview

Completed by drew@mcgregorint.com on 1/24/2024 9:32 AM

Case Id: 31825

Name: McGregor Interests - 2023

Address: *No Address Assigned

Program Overview

Please review the below information.



2024 APPLICATION FOR URBAN REVITALIZATION INCENTIVES

APPLICATION DEADLINE

This application, along with all required attachments, must be submitted to the City of Council Bluffs-Community Development Department by **February 1, 2024**.

Applications received after this date may not be processed and/or approved.

Urban Revitalization – Project Approval Process

Owners of property who have made improvements within a designation urban revitalization area must apply to receive tax exemption benefits. If an improvement project extends over several years, an application is required for each calendar year that improvements were completed. The following provides a general outline of the City's application and review procedures

1. Application

Applications for tax abatement must be made to the City by February 1st following completion of the improvements. Failure to submit by the February 1st deadline may result in an automatic denial of benefits. Upon approval, the City is required to submit this approval to the County Assessor by March 1st. *In addition, applications must be submitted in each calendar year that improvements are made.* All applications shall be made on forms prepared by the Community Development Department.

2. Fees

A processing fee shall be submitted with each annual project review application. The fee shall be equal to a base fee of \$500.00 plus \$15.00 per \$100,000 in added valuation. However, the processing fee shall not exceed \$1,500.00.

This fee must be submitted by check to Community Development by February 1st. Checks should be made out to Council Bluffs Treasurer

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The following procedure will be utilized in reviewing applications:

- The applicant requests a preliminary conference with the Community Development Department to review and explain the application process. Applications along with all required data are due by February 1st to the Community Development Department.
- Complete the application fully; if any questions are left unanswered or required attachments are not submitted, an explanation must be included.
- Additionally, inaccurate information of a significant nature may disqualify the application from consideration.
- As part of the Community Development Department acceptance procedure additional information or data may be required.

4. The Community Development Department shall review the forms and data for completeness. If there is a deficiency, the Department will notify the applicant within seven (7) days. The application will not be processed until completed.

5. The Department shall review the application according to the following criteria: 1) conformance with the Urban Revitalization Plan; 2) a finding that the site is within a designated area; 3) a finding that the work has been completed within the time required to qualify for abatement in the assessment year; 4) a finding that the application is consistent with Chapter 404 of the Iowa Code; and 5) a finding that the application is consistent with all applicable city codes and ordinances.

6. Upon review of the application, the Community Development Department will prepare a recommendation and schedule the application for City Council consideration.

7. The City Council will by resolution accept or reject the application and improvements as conforming to all City codes and State law.

8. The City Council will then direct the Community Development Department to transmit a copy of the case file to the Pottawattamie County Assessor's Office by March 1st as required by Chapter 404 of the Iowa Code.

A. Applicant Information

Completed by drew@mcgregorint.com on 1/24/2024 9:55 AM

Case Id: 31825

Name: McGregor Interests - 2023

Address: *No Address Assigned

A. Applicant Information

Please provide the following information.

APPLICANT INFORMATION

A.1. Name of Business

McGregor Interests Council Bluffs QOF LLC

A.2. Mailing Address of Business

11750 Stonegate Circle Omaha, NE 68164

A.3. Phone Number

(402) 334-2123

A.4. Status

A. (Owner's Authorized Agent)

CONTACT INFORMATION

A.5. First Name

Drew

A.6. Last Name

Strohmeyer

A.7. Title and Company name of Contact Person

Vice President

A.8. Phone Number

(402) 334-2123

A.9. Email Address

drew@miicre.com

PROPERTY INFORMATION

A.10. Name of company who will be occupying the building

LockBox Storage

A.11. Address/Location of property

706 Veterans Memorial Hwy Council Bluffs, IA 51501

A.12. Legal description

MCGREGOR INTERESTS MEMORIAL SUB LT 1

A.13. Parcel Number (can be found at [PottCo.org](https://pottco.org))

744412381001

A.14. Present zoning district (call 712-890-5350 if unsure)

I-2 General Industrial

B. Project Information

Completed by mcollins@councilbluffs-ia.gov on 2/16/2024 2:15 PM

Case Id: 31825

Name: McGregor Interests - 2023

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Present assessed valuation of property: (can be found at [PottCo.org](https://pottco.org))

Total

\$4,158,500.00

Land

\$949,500.00

Dwelling

\$3,209,000.00

Other Building

\$0.00

B.2. Project narrative

The mobile home park located at 800 Veterans Memorial Hwy was purchased in order to expand the existing facility located directly East at 706 Veterans Memorial Hwy. Approximately 20,000 sq/ft of enclosed storage and some outdoor parking will be added.

B.3. Total project investment (cumulative)

\$1,400,688

B.4. Total project investment (previous calendar year only)

\$1,400,688

B.5. Construction start date

08/01/2023

B.6. Construction completion date

07/31/2024

B.7. Exemption schedule

Partial exemption for ten years

B.8. Will any persons, including families, business concerns or others be displaced as a result of the improvements made for this project?

Yes

Printed By: Marianne Collins on 2/16/2024

If yes, please explain:

There were existing mobile homes on the land where the expanded facility is going. The owner worked with the families to help them find a place to relocated, assisted with moving expenses and rent at their new location.

C. Cost Report

Completed by drew@mcgregorint.com on 1/24/2024 3:08 PM

Case Id: 31825

Name: McGregor Interests - 2023

Address: *No Address Assigned

C. Cost Report

Please provide the following information.

C.1. Type of building or improvement and use

Self-Storage Building

C.2. Basic building or improvement construction

Type 11-B Construction

C.3. Estimate the percentage of completion as of January 1, 2023

50.00%

C.4. Builder's Cost Breakdown

ACTIVITIES	AMOUNT
EXCAVATING AND GRADING	\$153,536.00
CONCRETE (foundation/walks/ drive)	\$382,279.00
FRAMING MATERIAL	\$528,910.00
FRAMING LABOR	\$0.00
ROOFING	\$0.00
GLASS	\$0.00
HEATING AND AIR CONDITIONING	\$0.00
PLUMBING	\$0.00
ELECTRICAL	\$31,211.00
INSULATION	\$0.00
DRY WALL	\$0.00
CARPENTER (labor/lumber/hardware)	\$7,152.00
PAINTING AND DECORATING	\$1,577.00
FLOORING	\$0.00
LANDSCAPING	\$59,181.00
ARCHITECT	\$18,000.00
SURVEY	\$7,579.00
BUILDING PERMITS	\$8,109.00
INSURANCE	\$0.00
CONSTRUCTION LOAN FEE AND INTEREST	\$0.00
OVERHEAD AND PROFIT	\$114,215.00
MISCELLANEOUS	\$88,939.00
FIXTURES AND EQUIPMENT	\$0.00
TOTAL BUILDING COST	\$1,400,688.00

C.5. Please re-enter the Total Building Cost from above to verify cost

Printed By: Marianne Collins on 2/16/2024

6 of 10

\$1,400,688.00

C.6. Does the above building cost represent cost to date or total project cost when completed?

Total Costs

C.7. Purchase price of land (if applicable)

\$375,000.00

C.8. Total (Land + Building Cost)

\$1,775,688.00

C.9. Total Application Fee:

\$710.00

☒ I, the undersigned, representing ownership on the above property, herewith certify that the above statement of amounts and actual value of said property is true and correct, and represents total cost and investment by all parties involved.

Signature

Drew Strohmeyer

Electronically signed by drew@mcgregorint.com on 1/24/2024 3:07 PM

Official Use Only

\$14.01

\$14.00

D. Required Documents

Completed by mcollins@councilbluffs-ia.gov on 1/26/2024 4:32 PM

Case Id: 31825

Name: McGregor Interests - 2023

Address: *No Address Assigned

Please upload the required documentation.

Please provide the following information.

Documentation



Blueprints ***Required**

Lockbox Addition - Council Bluffs_2023-04-17.pdf

80878 McGregor-Manawa - Building i Prelim -Updated 04-06-2023 (CR).pdf



Plot Plan ***Required**

Lockbox Addition - Council Bluffs_2023-04-17.pdf



Copy of building permit ***Required**

Building Permit 2300768.pdf



Copy of Certificate of Occupancy (Only Required upon completion of project)

****No files uploaded**



Detailed List of Fixtures and Equipment

****No files uploaded**

Submit

Completed by drew@mcgregorint.com on 1/25/2024 4:16 PM

Case Id: 31825

Name: McGregor Interests - 2023

Address: *No Address Assigned

Submit the Application

Please review and attest to the following:

Total Application Fee:

\$0.00

Please submit your application fee to:

City of Council Bluffs, Community Development

209 Pearl St

Council Bluffs, Iowa 51503.

Checks should be made out to Council Bluffs Treasurer.

This application, along with all required attachments and fees, must be submitted by February 1. Applications received after this date may not be processed and/or approved.

WAIVER TO ENTER PROPERTY



The applicant hereby authorizes the Community Development Department, the Assessor's Office and/or their representatives to enter the property described above for the purpose of verifying all claims and data related to the application. (Note: Failure to sign the authorization may prevent the processing of the application.)

CERTIFICATIONS



I certify that all information, representations, or statements provided to the City of Council Bluffs, in connection with this application, are true and correct in all material respects.



I understand that the partial exemption shall apply only to the value added in excess of the actual value of the property as of the year immediately preceding the year in which value added was first assessed. If the actual value of the property is reduced for any year during the period in which the partial exemption applies, any reduction in value resulting from the partial exemption shall not reduce the assessment of the property below its actual value as of January 1 of the assessment year immediately preceding the year in which value added was first assessed. This applies regardless of whether the reduction in actual value is made by the assessor, the board of review, a court order, or an equalization order of the department of revenue (Iowa Administrative Code r. 701-110.8).

Title

Vice President of McGregor Interests Inc., Manager

Date

01/25/2024

Printed By: Marianne Collins on 2/16/2024

Authorized Signature

Drew Strohmeyer

Electronically signed by drew@mcgregorint.com on 1/25/2024 4:15 PM

Prepared by: Nathan Overberg/Jenna Sabroske, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 515-243-7611
Return to: City of Council Bluffs, 209 Pearl St, Council Bluffs, IA 51503; Attn: Marianne Collins

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of February 26, 2024, by and between the City of Council Bluffs, Iowa (the “City”), an Iowa municipal corporation, and McGregor Interests Council Bluffs QOF, LLC LLC, a(n) Iowa Limited Liability Corporation (“Owner”).

WHEREAS, consistent with the provisions of the City’s Veterans Memorial Highway Urban Revitalization Plan (the “Plan”), the Owner has submitted an Application for Tax Abatement dated as of December 31, 2023 (the “Application”) regarding certain commercial real estate owned by Owner and located in the Veterans Memorial Highway Urban Revitalization Area, which real estate is legally described as follows:

McGregor Interests Memorial Subdivision Lot 1

(the “Property”);

WHEREAS, the Application describes certain improvements that have been or are proposed to be constructed on the Property (the “Eligible Improvements”); and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Owner desire to establish a Minimum Actual Value for the Eligible Improvements and Property following completion of the Eligible Improvements for the duration of the tax abatement requested by the Owner by submission of the Application, under the provisions of the Plan; and

WHEREAS, the Pottawattamie County Assessor has reviewed the preliminary plans and specifications for the Eligible Improvements that are contemplated to be constructed.

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

1. Upon substantial completion of construction of the Eligible Improvements, but in no event later than January 1, 2024, the minimum actual value fixed for assessment purposes for the Eligible Improvements and the Property (building and land value) in the aggregate shall be not less than _____ Dollars (\$ _____), before rollback

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, ____ (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Property.

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

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

4. Nothing herein shall be deemed to waive the rights of Owner from seeking administrative or legal remedies to reduce the actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

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

6. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page is blank. Signatures start on the next page.]

CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, _____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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 Minimum Assessment Agreement – City]

MCGREGOR INTERESTS COUNCIL BLUFFS QOF, LLC

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2024, by _____, as the _____ of McGregor Interests Council Bluffs QOF, LLC on behalf of whom the record was executed.

Notary Public in and for said state

[Signature page to Minimum Assessment Agreement – Owner]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Eligible Improvements to be constructed, and being of the opinion that the minimum actual value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

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

Assessor for the County of Pottawattamie, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County
of Pottawattamie, Iowa on this _____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. a. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

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

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

02217327-1\99500-009

Prepared by: Nathan Overberg/Jenna Sabroske, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 515-243-7611
Return to: City of Council Bluffs, 209 Pearl St, Council Bluffs, IA 51503; Attn: Marianne Collins

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of February 26, 2024, by and between the City of Council Bluffs, Iowa (the “City”), an Iowa municipal corporation, and Opus Development Company LLC, a(n) Iowa Limited Liability Corporation (“Owner”).

WHEREAS, consistent with the provisions of the City’s River Road Urban Revitalization Plan (the “Plan”), the Owner has submitted an Application for Tax Abatement dated as of December 31, 2023 (the “Application”) regarding certain commercial real estate owned by Owner and located in the River Road Urban Revitalization Area, which real estate is legally described as follows:

River Road Subdivision Replat 1 Lot 1 and Lot 2

(the “Property”);

WHEREAS, the Application describes certain improvements that have been or are proposed to be constructed on the Property (the “Eligible Improvements”); and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Owner desire to establish a Minimum Actual Value for the Eligible Improvements and Property following completion of the Eligible Improvements for the duration of the tax abatement requested by the Owner by submission of the Application, under the provisions of the Plan; and

WHEREAS, the Pottawattamie County Assessor has reviewed the preliminary plans and specifications for the Eligible Improvements that are contemplated to be constructed.

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

1. Upon substantial completion of construction of the Eligible Improvements, but in no event later than January 1, 2024, the minimum actual value fixed for assessment purposes for the Eligible Improvements and the Property (building and land value) in the aggregate shall be not less than thirty-six million one hundred eighty-three thousand four hundred eighteen dollars (\$36,183,418), before rollback.

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2033 ("Assessment Termination Date"). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Property.

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

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

4. Nothing herein shall be deemed to waive the rights of Owner from seeking administrative or legal remedies to reduce the actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

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

6. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page is blank. Signatures start on the next page.]

CITY OF COUNCIL BLUFFS, IOWA

By: _____
_____, Mayor

ATTEST:

By: _____
_____, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, _____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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 Minimum Assessment Agreement – City]

OPUS DEVELOPMENT COMPANY LLC

By: _____

Print Name: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record was acknowledged before me on this _____ day of _____, 2024, by _____, as the _____ of Opus Development Company LLC, on behalf of whom the record was executed.

Notary Public in and for said state

[Signature page to Minimum Assessment Agreement – Owner]

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Eligible Improvements to be constructed, and being of the opinion that the minimum actual value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

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

Assessor for the County of Pottawattamie, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County
of Pottawattamie, Iowa on this _____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. a. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

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

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

02217327-1\99500-009

Program Overview

Completed by linda.troutman@truist.com on 1/30/2024 12:23 PM

Case Id: 31823

Name: TS Council Bluffs IA Landlord LLC - 2023

Address: *No Address Assigned

Program Overview

Please review the below information.



2024 APPLICATION FOR URBAN REVITALIZATION INCENTIVES

APPLICATION DEADLINE

This application, along with all required attachments, must be submitted to the City of Council Bluffs-Community Development Department by **February 1, 2024**.

Applications received after this date may not be processed and/or approved.

Urban Revitalization – Project Approval Process

Owners of property who have made improvements within a designation urban revitalization area must apply to receive tax exemption benefits. If an improvement project extends over several years, an application is required for each calendar year that improvements were completed. The following provides a general outline of the City's application and review procedures

1. Application

Applications for tax abatement must be made to the City by February 1st following completion of the improvements. Failure to submit by the February 1st deadline may result in an automatic denial of benefits. Upon approval, the City is required to submit this approval to the County Assessor by March 1st. *In addition, applications must be submitted in each calendar year that improvements are made.* All applications shall be made on forms prepared by the Community Development Department.

2. Fees

A processing fee shall be submitted with each annual project review application. The fee shall be equal to a base fee of \$500.00 plus \$15.00 per \$100,000 in added valuation. However, the processing fee shall not exceed \$1,500.00.

This fee must be submitted by check to Community Development by February 1st. Checks should be made out to Council Bluffs Treasurer

Printed By: Marianne Collins on 2/16/2024

3.Review Procedure

The following procedure will be utilized in reviewing applications:

- The applicant requests a preliminary conference with the Community Development Department to review and explain the application process. Applications along with all required data are due by February 1st to the Community Development Department.
- Complete the application fully; if any questions are left unanswered or required attachments are not submitted, an explanation must be included.
- Additionally, inaccurate information of a significant nature may disqualify the application from consideration.
- As part of the Community Development Department acceptance procedure additional information or data may be required.

4. The Community Development Department shall review the forms and data for completeness. If there is a deficiency, the Department will notify the applicant within seven (7) days. The application will not be processed until completed.

5. The Department shall review the application according to the following criteria: 1) conformance with the Urban Revitalization Plan; 2) a finding that the site is within a designated area; 3) a finding that the work has been completed within the time required to qualify for abatement in the assessment year; 4) a finding that the application is consistent with Chapter 404 of the Iowa Code; and 5) a finding that the application is consistent with all applicable city codes and ordinances.

6. Upon review of the application, the Community Development Department will prepare a recommendation and schedule the application for City Council consideration.

7. The City Council will by resolution accept or reject the application and improvements as conforming to all City codes and State law.

8. The City Council will then direct the Community Development Department to transmit a copy of the case file to the Pottawattamie County Assessor's Office by March 1st as required by Chapter 404 of the Iowa Code.

A. Applicant Information

Completed by mcollins@councilbluffs-ia.gov on 2/2/2024 1:05 PM

Case Id: 31823

Name: TS Council Bluffs IA Landlord LLC - 2023

Address: *No Address Assigned

A. Applicant Information

Please provide the following information.

APPLICANT INFORMATION

A.1. Name of Business

TS Council Bluffs IA Landlord, LLC

A.2. Mailing Address of Business

3333 Peachtree Rd NE, 7th Floor Attn: Linda Troutman
Atlanta, GA 30326

A.3. Phone Number

(404) 926-5386

A.4. Status

P.O. (Property Owner)

CONTACT INFORMATION

A.5. First Name

Linda

A.6. Last Name

Troutman

A.7. Title and Company name of Contact Person

Authorized Person of TS Council Bluffs IA Landlord, LLC

A.8. Phone Number

(404) 926-5836

A.9. Email Address

linda.troutman@truist.com

PROPERTY INFORMATION

A.10. Name of company who will be occupying the building

Tesla, Inc.

A.11. Address/Location of property

2421 Mid America Drive Council Bluffs, IA 51501

A.12. Legal description

Lot 2, Bluffs Vision 4 Subdivision, Council Bluffs

A.13. Parcel Number (can be found at [PottCo.org](https://pottco.org))

744403303001

A.14. Present zoning district (call 712-890-5350 if unsure)

P-C

B. Project Information

Completed by mcollins@councilbluffs-ia.gov on 2/16/2024 8:29 AM

Case Id: 31823

Name: TS Council Bluffs IA Landlord LLC - 2023

Address: *No Address Assigned

B. Project Information

Please provide the following information.

B.1. Present assessed valuation of property: (can be found at [PottCo.org](https://pottco.org))

Total

\$16,000.00

Land

\$16,000.00

Dwelling

\$0.00

Other Building

\$0.00

B.2. Project narrative

Tesla Sales/Service Center. A 50,353 square foot 1-story auto dealership on a 7.14 acre/ 311,018 sf lot. New construction building to be completed in June 2024.

B.3. Total project investment (cumulative)

6,632,202.24

B.4. Total project investment (previous calendar year only)

6,632,202.24

B.5. Construction start date

07/24/2023

B.6. Construction completion date

06/14/2024

B.7. Exemption schedule

Partial exemption for ten years

B.8. Will any persons, including families, business concerns or others be displaced as a result of the improvements made for this project?

No

Printed By: Marianne Collins on 2/16/2024

C. Cost Report

Completed by mcollins@councilbluffs-ia.gov on 2/2/2024 1:22 PM

Case Id: 31823

Name: TS Council Bluffs IA Landlord LLC - 2023

Address: *No Address Assigned

C. Cost Report

Please provide the following information.

C.1. Type of building or improvement and use

Auto dealership/service center

C.2. Basic building or improvement construction

Auto dealership/service center

50,353 square foot, 1 story masonry walls, metal frame building

C.3. Estimate the percentage of completion as of January 1, 2023

50.00%

C.4. Builder's Cost Breakdown

ACTIVITIES	AMOUNT
EXCAVATING AND GRADING	\$15,549,487.34
CONCRETE (foundation/walks/ drive)	\$0.00
FRAMING MATERIAL	\$0.00
FRAMING LABOR	\$0.00
ROOFING	\$0.00
GLASS	\$0.00
HEATING AND AIR CONDITIONING	\$0.00
PLUMBING	\$0.00
ELECTRICAL	\$0.00
INSULATION	\$0.00
DRY WALL	\$0.00
CARPENTER (labor/lumber/hardware)	\$0.00
PAINTING AND DECORATING	\$0.00
FLOORING	\$0.00
LANDSCAPING	\$0.00
ARCHITECT	\$0.00
SURVEY	\$0.00
BUILDING PERMITS	\$0.00
INSURANCE	\$0.00
CONSTRUCTION LOAN FEE AND INTEREST	\$0.00
OVERHEAD AND PROFIT	\$0.00
MISCELLANEOUS	\$0.00
FIXTURES AND EQUIPMENT	\$0.00
TOTAL BUILDING COST	\$15,549,487.34

C.5. Please re-enter the Total Building Cost from above to verify cost

\$15,549,487.34

C.6. Does the above building cost represent cost to date or total project cost when completed?

When completed

C.7. Purchase price of land (if applicable)

\$2,954,674.80

C.8. Total (Land + Building Cost)

\$18,504,162.14

C.9. Total Application Fee:

\$1,500.00

☒ I, the undersigned, representing ownership on the above property, herewith certify that the above statement of amounts and actual value of said property is true and correct, and represents total cost and investment by all parties involved.

Signature

Marianne Collins for Linda Troutman

Electronically signed by mcollins@councilbluffs-ia.gov on 2/2/2024 1:22 PM

Official Use Only

\$155.49

\$155.00

D. Required Documents

Completed by mcollins@councilbluffs-ia.gov on 2/2/2024 1:37 PM

Case Id: 31823

Name: TS Council Bluffs IA Landlord LLC - 2023

Address: *No Address Assigned

Please upload the required documentation.

Please provide the following information.

Documentation



Blueprints *Required

Blue Prints - Tesla.pdf



Plot Plan *Required

Site Plans - Tesla.pdf



Copy of building permit *Required

Building Permit - Tesla.pdf



Copy of Certificate of Occupancy (Only Required upon completion of project)

***No files uploaded*



Detailed List of Fixtures and Equipment

***No files uploaded*

Submit

Completed by mcollins@councilbluffs-ia.gov on 2/2/2024 1:38 PM

Case Id: 31823

Name: TS Council Bluffs IA Landlord LLC - 2023

Address: *No Address Assigned

Submit the Application

Please review and attest to the following:

Total Application Fee:

\$0.00

Please submit your application fee to:

City of Council Bluffs, Community Development

209 Pearl St

Council Bluffs, Iowa 51503.

Checks should be made out to Council Bluffs Treasurer.

This application, along with all required attachments and fees, must be submitted by February 1. Applications received after this date may not be processed and/or approved.

WAIVER TO ENTER PROPERTY

☒ The applicant hereby authorizes the Community Development Department, the Assessor's Office and/or their representatives to enter the property described above for the purpose of verifying all claims and data related to the application. (Note: Failure to sign the authorization may prevent the processing of the application.)

CERTIFICATIONS

☒ I certify that all information, representations, or statements provided to the City of Council Bluffs, in connection with this application, are true and correct in all material respects.

☒ I understand that the partial exemption shall apply only to the value added in excess of the actual value of the property as of the year immediately preceding the year in which value added was first assessed. If the actual value of the property is reduced for any year during the period in which the partial exemption applies, any reduction in value resulting from the partial exemption shall not reduce the assessment of the property below its actual value as of January 1 of the assessment year immediately preceding the year in which value added was first assessed. This applies regardless of whether the reduction in actual value is made by the assessor, the board of review, a court order, or an equalization order of the department of revenue (Iowa Administrative Code r. 701-110.8).

Title

Business Enablement Vice President

Date

02/01/2024

Printed By: Marianne Collins on 2/16/2024

Authorized Signature

Marianne Collins for Linda Troutman

Electronically signed by mcollins@councilbluffs-ia.gov on 2/2/2024 1:38 PM

Prepared by: Nathan Overberg/Jenna Sabroske, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309 515-243-7611
Return to: City of Council Bluffs, 209 Pearl St, Council Bluffs, IA 51503; Attn: Marianne Collins

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of February 26, 2024, by and between the City of Council Bluffs, Iowa (the “City”), an Iowa municipal corporation, and TS Council Bluffs IA Landlord LLC, a(n) Iowa Limited Liability Corporation (“Owner”).

WHEREAS, consistent with the provisions of the City’s Mid-America Urban Revitalization Plan (the “Plan”), the Owner has submitted an Application for Tax Abatement dated as of December 31, 2023 (the “Application”) regarding certain commercial real estate owned by Owner and located in the Mid-America Urban Revitalization Area, which real estate is legally described as follows:

Co Bluffs – Bluffs Vision 4 Subdivision Lot 2

(the “Property”);

WHEREAS, the Application describes certain improvements that have been or are proposed to be constructed on the Property (the “Eligible Improvements”); and

WHEREAS, pursuant to Iowa Code Section 404.3C, the City and Owner desire to establish a Minimum Actual Value for the Eligible Improvements and Property following completion of the Eligible Improvements for the duration of the tax abatement requested by the Owner by submission of the Application, under the provisions of the Plan; and

WHEREAS, the Pottawattamie County Assessor has reviewed the preliminary plans and specifications for the Eligible Improvements that are contemplated to be constructed.

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

1. Upon substantial completion of construction of the Eligible Improvements, but in no event later than January 1, 2024, the minimum actual value fixed for assessment purposes for the Eligible Improvements and the Property (building and land value) in the aggregate shall be not less than _____ Dollars (\$ _____), before rollback

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, ____ (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Property.

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

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

4. Nothing herein shall be deemed to waive the rights of Owner from seeking administrative or legal remedies to reduce the actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Owner seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

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

6. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page is blank. Signatures start on the next page.]

CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, _____, before me a Notary Public in and for said State, personally appeared _____ and _____, 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 Minimum Assessment Agreement – City]

By: _____

Its: _____

Notary Public in and for said state

435

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Eligible Improvements to be constructed, and being of the opinion that the minimum actual value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

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

Assessor for the County of Pottawattamie, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County
of Pottawattamie, Iowa on this _____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §404.3C, a copy of Iowa Code §404.3C is attached, as follows:

1. For revitalization areas established under this chapter on or after the effective date of this division of this Act and for first-year exemption applications for property located in a revitalization area in existence on the effective date of this division of this Act filed on or after the effective date of this division of this Act, commercial property shall not receive a tax exemption under this chapter unless the city or county, as applicable, and the owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the exemption period.

2. a. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made to the property and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

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

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

02217327-1\99500-009

RESOLUTION NO. 24-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA GRANTING APPROVAL OF TAX ABATEMENT ON IMPROVEMENTS MADE TO REAL PROPERTY AT 1120 S 34th STREET IN THE BLACK SQUIRREL URBAN REVITALIZATION AREA DURING THE 2024 TAX ASSESSMENT YEAR (2023 CALENDAR YEAR).

- WHEREAS,** the City Council has at its discretion the ability to approve tax abatement requests when improvements are made to real property within certain urban revitalization areas; and
- WHEREAS,** Black Squirrel Investors LLC has made such improvements by completing construction on 20 multifamily townhomes; and
- WHEREAS,** this development is addressed 1120 S 34th Street and is legally described as Black Squirrel Flats Lot 1 (parcel number 754433439001); and
- WHEREAS,** the building is owned by Black Squirrel Investors LLC; and
- WHEREAS,** during the 2024 tax assessment year (2023 calendar year), eligible costs of \$2,975,000 were incurred; and
- WHEREAS,** the tax abatement request pertains to property improvements located entirely within the boundaries of the Black Squirrel Urban Revitalization Area; and
- WHEREAS,** said work is consistent with all applicable city ordinances and codes, the goals and objectives of the Black Squirrel Urban Revitalization Area and Section 404 of the Iowa Code; and
- WHEREAS,** the applicant has requested a 100% exemption for a four-year period as authorized under Iowa Code 404.3 and the Black Squirrel Urban Revitalization Area; and
- WHEREAS,** the tax abatement application and all necessary attachments have been reviewed and approved by the Community Development Department.

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

The City Council hereby finds that the request for review of property tax abatement on improvements made to real property located at 1120 S 34th Street during the 2024 tax assessment year to be in compliance with the purpose and intent of the Black Squirrel Urban Revitalization Plan and that approval of tax abatement will be in the best interest of the City of Council Bluffs, Iowa.

BE IT FURTHER RESOLVED

That the City Council does hereby approve tax abatement for said project for the 2024 tax assessment year.

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

RESOLUTION NO. 24-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA GRANTING APPROVAL OF TAX ABATEMENT ON IMPROVEMENTS MADE TO REAL PROPERTY AT 2702 MID AMERICA DRIVE IN THE MID-AMERICA URBAN REVITALIZATION AREA FOR THE 2024 TAX ASSESSMENT YEAR (2023 CALENDAR YEAR).

- WHEREAS,** the City Council has at its discretion the ability to approve tax abatement requests when improvements are made to real property within certain urban revitalization areas; and
- WHEREAS,** Horseshoe Council Bluffs LLC has made such improvements by completing an interior/exterior remodeling project on a 26,900 square foot hotel/motel; and
- WHEREAS,** this development is addressed 2702 Mid America Drive and is legally described as Horseshoe Subdivision Lot 2 (parcel number 744403400014); and
- WHEREAS,** the building is owned by Horseshoe Council Bluffs LLC; and
- WHEREAS,** for the 2024 tax assessment year (2023 calendar year), eligible costs of \$5,220,551 were incurred during calendar year 2023 and \$2,832,064 were incurred during calendar year 2022; and
- WHEREAS,** the tax abatement request pertains to property improvements located entirely within the boundaries of the Mid-America Urban Revitalization Area; and
- WHEREAS,** said work is consistent with all applicable city ordinances and codes, the goals and objectives of the Mid-America Urban Revitalization Area and Section 404 of the Iowa Code; and
- WHEREAS,** the applicant has requested a partial exemption for ten years as authorized under Iowa Code 404.3 and the Mid-America Urban Revitalization Area; and
- WHEREAS,** the tax abatement application and all necessary attachments have been reviewed and approved by the Community Development Department.

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

The City Council hereby finds that the request for review of property tax abatement on improvements made to real property located at 2702 Mid America Drive for the 2024 tax assessment year to be in compliance with the purpose and intent of the Mid-America Urban Revitalization Plan and that approval of tax abatement will be in the best interest of the City of Council Bluffs, Iowa.

BE IT FURTHER RESOLVED

That the City Council does hereby approve tax abatement for said project for the 2024 tax assessment year.

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

RESOLUTION NO. 24-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA GRANTING APPROVAL OF TAX ABATEMENT ON IMPROVEMENTS MADE TO REAL PROPERTY AT 1720 16th AVENUE IN THE 16th AVENUE URBAN REVITALIZATION AREA DURING THE 2024 TAX ASSESSMENT YEAR (2023 CALENDAR YEAR).

- WHEREAS,** the City Council has at its discretion the ability to approve tax abatement requests when improvements are made to real property within certain urban revitalization areas; and
- WHEREAS,** 1700 Council Bluffs LP has made such improvements by building a new facility for cold storage of food products including office space, freezer and machinery for cold storage use; and
- WHEREAS,** this development is addressed 1720 16th Avenue and is legally described as Co Bluffs 2-74-44 PT E1/2 NW Lying E of UP ROW & W200' W1/2 NE Lying S OF 16th Ave & N of UP ROW & SELY11.36AC S & E of RR S1/2 SW 35-75-44 EXC E16' S686' (parcel number 744402101001); and
- WHEREAS,** the building is owned by 1700 Council Bluffs LP; and
- WHEREAS,** during the 2024 tax assessment year (2023 calendar year), eligible costs of \$41,215,762 were incurred; and
- WHEREAS,** the tax abatement request pertains to property improvements located entirely within the boundaries of the 16th Avenue Urban Revitalization Area; and
- WHEREAS,** said work is consistent with all applicable city ordinances and codes, the goals and objectives of the 16th Avenue Urban Revitalization Area and Section 404 of the Iowa Code; and
- WHEREAS,** the applicant has requested a 100% exemption for a three-year period as authorized under Iowa Code 404.3 and the 16th Avenue Urban Revitalization Area; and
- WHEREAS,** the tax abatement application and all necessary attachments have been reviewed and approved by the Community Development Department.

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

The City Council hereby finds that the request for review of property tax abatement on improvements made to real property located at 1720 16th Avenue during the 2024 tax assessment year to be in compliance with the purpose and intent of the 16th Avenue Urban Revitalization Plan and that approval of tax abatement will be in the best interest of the City of Council Bluffs, Iowa.

BE IT FURTHER RESOLVED

That the City Council does hereby approve tax abatement for said project for the 2024 tax assessment year.

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

RESOLUTION NO. 24-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA GRANTING APPROVAL OF TAX ABATEMENT ON IMPROVEMENTS MADE TO REAL PROPERTY AT 1689 COLLEGE ROAD IN THE COLLEGE ROAD URBAN REVITALIZATION AREA DURING THE 2024 TAX ASSESSMENT YEAR (2023 CALENDAR YEAR).

- WHEREAS,** the City Council has at its discretion the ability to approve tax abatement requests when improvements are made to real property within certain urban revitalization areas; and
- WHEREAS,** Immanuel Elderly Housing III, LLC has made such improvements by constructing a 65-unit low-income housing independent living apartments for adults over 55 years of age; and
- WHEREAS,** this development is addressed 1689 College Road and is legally described as New Horizon Subdivision Replat 2 Lot 3 (parcel number 754328301003); and
- WHEREAS,** the building is owned by Immanuel Elderly Housing III, LLC and will be occupied by renting tenants; and
- WHEREAS,** during the 2024 tax assessment year (2023 calendar year), eligible costs of \$3,652,646 were incurred; and
- WHEREAS,** the tax abatement request pertains to property improvements located entirely within the boundaries of the College Road Urban Revitalization Area; and
- WHEREAS,** said work is consistent with all applicable city ordinances and codes, the goals and objectives of the College Road Urban Revitalization Area and Section 404 of the Iowa Code; and
- WHEREAS,** the applicant has requested a 100% exemption for four years as authorized under Iowa Code 404.3 and the College Road Urban Revitalization Area; and
- WHEREAS,** the tax abatement application and all necessary attachments have been reviewed and approved by the Community Development Department.

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

The City Council hereby finds that the request for review of property tax abatement on improvements made to real property located at 1689 College Road during the 2024 tax assessment year to be in compliance with the purpose and intent of the College Road Urban Revitalization Plan and that approval of tax abatement will be in the best interest of the City of Council Bluffs, Iowa.

BE IT FURTHER RESOLVED

That the City Council does hereby approve tax abatement for said project for the 2024 tax assessment year.

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

RESOLUTION NO. 24-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA GRANTING APPROVAL OF TAX ABATEMENT ON IMPROVEMENTS MADE TO REAL PROPERTY AT 706 VETERANS MEMORIAL HIGHWAY IN THE VETERANS MEMORIAL HIGHWAY URBAN REVITALIZATION AREA DURING THE 2024 TAX ASSESSMENT YEAR (2023 CALENDAR YEAR).

- WHEREAS,** the City Council has at its discretion the ability to approve tax abatement requests when improvements are made to real property within certain urban revitalization areas; and
- WHEREAS,** McGregor Interests Council Bluffs QOF, LLC has made such improvements by beginning construction on a 20,000 square foot self-storage facility; and
- WHEREAS,** this development is addressed 706 Veterans Memorial Highway and is legally described as McGregor Interests Memorial Subdivision Lot 1 (parcel number 744412381001); and
- WHEREAS,** the building is owned by McGregor Interests Council Bluffs QOF, LLC; and
- WHEREAS,** during the 2024 tax assessment year (2023 calendar year), eligible costs of \$1,775,688 were incurred; and
- WHEREAS,** the tax abatement request pertains to property improvements located entirely within the boundaries of the Veterans Memorial Highway Urban Revitalization Area; and
- WHEREAS,** said work is consistent with all applicable city ordinances and codes, the goals and objectives of the Veterans Memorial Highway Urban Revitalization Area and Section 404 of the Iowa Code; and
- WHEREAS,** the applicant has requested a partial exemption for ten years as authorized under Iowa Code 404.3 and the Veterans Memorial Highway Urban Revitalization Area; and
- WHEREAS,** the tax abatement application and all necessary attachments have been reviewed and approved by the Community Development Department.

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

The City Council hereby finds that the request for review of property tax abatement on improvements made to real property located at 706 Veterans Memorial Highway during the 2024 tax assessment year to be in compliance with the purpose and intent of the Veterans Memorial Highway Urban Revitalization Plan and that approval of tax abatement will be in the best interest of the City of Council Bluffs, Iowa.

BE IT FURTHER RESOLVED

That the City Council does hereby approve tax abatement for said project for the 2024 tax assessment year.

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

RESOLUTION NO. 24-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA GRANTING APPROVAL OF TAX ABATEMENT ON IMPROVEMENTS MADE TO REAL PROPERTY AT 2421 AND 2441 RIVER ROAD IN THE RIVER ROAD URBAN REVITALIZATION AREA DURING THE 2024 TAX ASSESSMENT YEAR (2023 CALENDAR YEAR).

- WHEREAS,** the City Council has at its discretion the ability to approve tax abatement requests when improvements are made to real property within certain urban revitalization areas; and
- WHEREAS,** Opus Development Company LLC has made such improvements by beginning construction on 302,300 and 236,000 square foot industrial buildings; and
- WHEREAS,** this development is addressed 2421 and 2441 River Road and is legally described as River Road Subdivision Replat 1 Lot 1 and Lot 2 (parcel numbers 744404402001 and 744404402002); and
- WHEREAS,** the building is owned by Opus Development Company LLC; and
- WHEREAS,** for the 2024 tax assessment year (2023 calendar year), eligible costs of \$31,990,352 were incurred during calendar year 2023 and \$4,193,066 were incurred during calendar year 2022; and
- WHEREAS,** the tax abatement request pertains to property improvements located entirely within the boundaries of the River Road Urban Revitalization Area; and
- WHEREAS,** said work is consistent with all applicable city ordinances and codes, the goals and objectives of the River Road Urban Revitalization Area and Section 404 of the Iowa Code; and
- WHEREAS,** the applicant has requested a partial exemption for ten years as authorized under Iowa Code 404.3 and the River Road Urban Revitalization Area; and
- WHEREAS,** the tax abatement application and all necessary attachments have been reviewed and approved by the Community Development Department.

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

The City Council hereby finds that the request for review of property tax abatement on improvements made to real property located at 2421 and 2441 River Road during the 2024 tax assessment year to be in compliance with the purpose and intent of the River Road Urban Revitalization Plan and that approval of tax abatement will be in the best interest of the City of Council Bluffs, Iowa.

BE IT FURTHER RESOLVED

That the City Council does hereby approve tax abatement for said project for the 2024 tax assessment year.

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

RESOLUTION NO. 24-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA GRANTING APPROVAL OF TAX ABATEMENT ON IMPROVEMENTS MADE TO REAL PROPERTY AT 2421 MID AMERICA DRIVE IN THE MID-AMERICA URBAN REVITALIZATION AREA DURING THE 2024 TAX ASSESSMENT YEAR (2023 CALENDAR YEAR).

- WHEREAS,** the City Council has at its discretion the ability to approve tax abatement requests when improvements are made to real property within certain urban revitalization areas; and
- WHEREAS,** TS Council Bluffs IA Landlord LLC has made such improvements by beginning construction on a 50,300 square foot auto dealership; and
- WHEREAS,** this development is addressed 2421 Mid America Drive and is legally described as Co Bluffs – Bluffs Vision 4 Subdivision Lot 2 (parcel number 744403303001); and
- WHEREAS,** the building is owned by TS Council Bluffs IA Landlord LLC; and
- WHEREAS,** during the 2024 tax assessment year (2023 calendar year), eligible costs of \$6,632,202 were incurred; and
- WHEREAS,** the tax abatement request pertains to property improvements located entirely within the boundaries of the Mid-America Urban Revitalization Area; and
- WHEREAS,** said work is consistent with all applicable city ordinances and codes, the goals and objectives of the Mid-America Urban Revitalization Area and Section 404 of the Iowa Code; and
- WHEREAS,** the applicant has requested a partial exemption for ten years as authorized under Iowa Code 404.3 and the Mid-America Urban Revitalization Area; and
- WHEREAS,** the tax abatement application and all necessary attachments have been reviewed and approved by the Community Development Department.

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

The City Council hereby finds that the request for review of property tax abatement on improvements made to real property located at 2421 Mid America Drive during the 2024 tax assessment year to be in compliance with the purpose and intent of the Mid-America Urban Revitalization Plan and that approval of tax abatement will be in the best interest of the City of Council Bluffs, Iowa.

BE IT FURTHER RESOLVED

That the City Council does hereby approve tax abatement for said project for the 2024 tax assessment year.

ADOPTED
AND
APPROVED

February 26, 2024

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

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

Liquor Licenses
ITEM 7.A.

Council Action: 2/26/2024

Description

1. 3rd Base Bar and Grill, 800 North 8th Street
2. Lansky's, 1131 North Broadway
3. Longhorn Steakhouse #5397, 3727 Denmark Drive
4. Maggie's Rodeo Saloon, 164 West Broadway
5. Whispering Woods Golf Course, 3011 Macineery Drive (New)

Background/Discussion

3rd Base Bar and Grill, 800 N 8th

04/29/23 Disturbance. Suspect was seen looking into and getting into cars in the area. Suspect then went into the bar and down into the basement which is an employee only area. Suspect was escorted from the basement and attempted to run through the bar employee. Suspect was arrested.

07/27/23 Disturbance, subject who had been banned from the bar showed up there and ended up assaulting a patron. Suspect was gone prior to Officers arrival.

09/15/23. A patron who was leaving the bar was struck by a car. She stepped from the curb from in between two cars, was on her phone and didn't see the vehicle prior to being struck. There were no issues related to the bar.

Maggie's Rodeo Saloon, 164 W Broadway

09/07/23 Subject with bloody mouth reported employee hit him in the mouth. Officers responded and spoke to staff who stated that an altercation had taken place on the corner of 2nd and Broadway. Subject was not located

09/16/2023 Subject reported female suspect with herpes spit on him, he wanted to speak to an Officer however didn't want anything done. No report.

No other establishments had alcohol related calls during this licensing period.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Liquor Licenses	Other	2/21/2024

3rd Base Bar and Grill- LC0045105

Premise Street : 800 N 8th Street

Class C Retail Alcohol License

Application Number : App-194607

>	Application Type Renewal	Tentative Effective Date 2024-03-01	Tentative Expiration Date 2025-02-28	Application Status ? Submitted to Local Authority
---	-----------------------------	--	---	--

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>AF</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>BS</u>	Issued _____	
ZONING <u>OS</u>	Expires _____	
	Council <u>2-24-24</u>	

Lansky's- BW0091828

Premise Street : 1131 N Broadway

Application Number : App-195720

Special Class C Retail Alcohol License

>	Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
	Renewal	2024-04-12	2025-04-11	Pending Dramshop Review

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>ms</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>KS</u>	Issued _____	
ZONING <u>CS</u>	Expires _____	
	Council <u>2-24-24</u>	

LongHorn Steakhouse #5397- LC0038276

Premise Street : 3727 Denmark Drive

Application Number : App-195320

Class C Retail Alcohol License

>

Application Type

Renewal

Tentative Effective Date

2024-04-25

Tentative Expiration Date

2025-04-24

Application Status ?

Submitted to Local Authority

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>✓</u>	Local Amt _____	
FIRE <u>AE</u>	Endorsed _____	
BUILDING <u>RS</u>	Issued _____	
ZONING <u>OS</u>	Expires _____	
	Council <u>2-24-24</u>	

Maggie's Rodeo Saloon- LC0049553

Premise Street : 164 West Broadway

Application Number : App-195357

Class C Retail Alcohol License

>	Application Type Renewal	Tentative Effective Date 2024-04-15	Tentative Expiration Date 2025-04-14	Application Status ? Pending Dramshop Review
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<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>AF</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>RS</u>	Issued _____	
ZONING <u>CA</u>	Expires _____	
	Council <u>2-24-24</u>	

Whispering Woods GC

Premise Street : 3011 Macineery Drive

Class C Retail Alcohol License

Application Number : App-191299

Application Type
New

Tentative Effective Date
2023-11-21

Tentative Expiration Date
2024-11-20

Application Status ?
In Progress

Tentative -
January Agenda

still need:

- ~~Notary page~~
- ~~Sketch~~
- ~~Background~~
- ~~State Background~~
- ~~Deed or Lease~~

Pending Tram

1-3-24

<input type="checkbox"/> RENEWAL	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>AF</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>BS</u>	Issued _____	
ZONING <u>CS</u>	Expires _____	
	Council <u>2-20-24</u>	

New Application -
New owner of FoxRun
Golf Course - Rebanding
Course & Changing Name.
Wyatt Greenwood

For City Use Only:

Name of Special Event: *Triple Crown Sports - Omaha SlumpBuster*

Date of Special Event: *June 13, 2024; 5:00pm – 9:00pm*
June 21, 2024; 5:00pm – 9:00pm

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

Department Comments: _____

- ☐ Approved
- ☐ Denied

Department: _____

Signature/Initials: _____

CD ✓
FIRE ✓
BUILDING ✓
LEGAL N/A
PARKS ✓
POLICE ✓
PW ✓
RISK M ✓
INS CERT ✓
COUNCIL 2/210/24

FORMS SENT OUT 1/30/2024

SPECIAL EVENT PERMIT APPLICATION
(Must be turned in at least 2 weeks prior to event)

Effective July 1, 2024: there will be a permit fee for all special event applications.
\$25 – Neighborhood block parties, smaller events with a smaller amount of attendees.
\$50 – Events with main road closures, events with a larger amount of attendees.

A Special Event Permit is required from the City of Council Bluffs for any special activity that requires exclusive use of city streets and sidewalks, requires special assistance of a city department, or is likely to have a large impact on traffic.

Please Note: If you are having a small event in a City park (small wedding, family picnic, etc.) you may need to fill out the Parks & Rec. Special Event Form.

Please check any boxes that apply:

I. General Information.

- Organization/Person Requesting: Brandon Hardy
- Name of Event: Triple Crown Sports - Omaha SlumpBuster
- Contact Name: Brandon Hardy
- Mailing Address for Contact: 3930 Automation Way, Fort Collins, CO 80525
- Contact Phone Number: 970-980-9588 (Cell)
- Email: brandon@triplecrownsports.com
- Address of Event: 2900 Richard Downing Ave, Council Bluffs, IA 51501
- Estimate of Number of Participants:
 - ☐ 1-50 ☐ 251-500
 - ☐ 51-100 ☐ 501-1,000
 - ☐ 100-250 ☒ > 1,000
- Attach map of event location, set-up, and/or route

II. Type of Event:

- | | |
|--|--|
| <input type="checkbox"/> Circus* | <input type="checkbox"/> Walk, Run, Bicycle Event |
| <input type="checkbox"/> Carnival* | <input type="checkbox"/> Concert |
| <input checked="" type="checkbox"/> Fireworks* | <input type="checkbox"/> Neighborhood/Block or Private Party |
| <input type="checkbox"/> Parade* | <input checked="" type="checkbox"/> Other: <u>Bouncy Castles</u> |

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

III. Date of Event

- Date Set Up: June 13 & 21
- Date Held: June 13 & 21

Date Taken Down: June 13 & 21
Times Held: 5pm-9pm on these dates

IV. Brief description of event: Opening Ceremonies for our baseball event. All teams come to Council Bluffs Rec Complex to trade pins, see vendors, bon fire and fireworks, also have bouncy castles and skills contest for the participants.

V. Additional permits required when event includes

☐ Sale of Alcoholic Beverages

- Requires temporary liquor license from the Iowa Alcoholic Beverage Division. Apply on-line at www.iowaabd.com. ABD can be reached at 1-866-469-2223.
- The application for a temporary liquor license must be reported to the City Clerk's office and approved by multiple City Departments before final approval of the City Council. (this process could take 2-4 weeks)

☐ Sale of Food Products

- Requires permit from Iowa Department of Inspections & Appeals (515-281-6538).

☒ Fireworks

- Requires permit from City Fire Department (712-328-4646).

☒ Noise

- If event includes music, a live band, or noise of any kind a request for a noise variance must be made. See form attached.

VI. Traffic Control

☒ Request Police Assistance for traffic coming off the interstate and into Council Bluffs Rec Complex.

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 be alcoholic beverages sold
- ☐ there will be alcoholic beverages served
- ☐ there will be a fee/charge to take part in this event

If you checked any of the boxes above, please give a brief description below:

Only open fire is our bon fire and we will work with Council Bluffs rec complex for additional port-a-potties on these dates.

VIII. Street Closure while utilizing the 712 Initiative Block Party Trailer:

The following items must be completed and submitted with this application to the City Clerk's Office, 209 Pearl Street, Suite 102, Council Bluffs..

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

The 712 Initiative will provide the City Clerk's Office with your reservation information once they have approved the use of the trailer.

If not using the 712 Initiative Block Party Trailer, you must obtain insurance, as outlined below.

Insurance Requirements: For all events, an *Insurance Certificate* is required in the amount of \$1,000,000.00, for Liability coverage, listing the City of Council Bluffs as an Additional Insured and as a Certificate Holder.

PLEASE NOTE: The request form must be returned to the City Clerk's Office, 209 Pearl Street, at least 2 weeks prior to the event or the event will be denied. If you have any questions please contact us at 712-890-5261