



**Study Session Agenda
City of Council Bluffs, Iowa
March 11, 2024, 3:45 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

STUDY SESSION AGENDA

- A. Brandon Garrett - Transit Presentation
- B. Review Agenda
- C. Solicitor Permit Discussion

EXECUTIVE SESSION

- A. Richard Wade - Litigation Potential per Chapter 21.5.(1) c
- B. Matt Cox - Property Acquisition per Chapter 21.5 (1) j



**Council Agenda, City of Council Bluffs, Iowa
Regular Meeting March 11, 2024, 7:00 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

AGENDA

REVISED: 03/08/2024 at 9:45 am to add Resolution 24-83

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 26, 2024 City Council Meeting Minutes.
- C. Resolution 24-69
Resolution setting a separate public hearing for March 25, 2024 at **6:30p.m** on the City of Council Bluffs proposed tax levy for the fiscal year ending June 30, 2025.
- D. Resolutions 24-70 and 24-71
Resolution 24-70 of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property located at 1612 7th Avenue. OTB-24-001

Resolution 24-71 of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property located at 1614 7th Avenue. OTB-24-002
- E. Resolutions 24-72 and 24-73
Resolution 24-72 of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property located at 827 16th Avenue. OTB-24-003

Resolution 24-73 of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property located at 1709 4th Avenue. OTB-24-004
- F. Resolution 24-74
Resolution setting a public hearing for March 25, 2024 at 7:00 p.m. on the proposal to convey real property to Spin Lofts, LLC.

G. Resolution 24-75

Resolution of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property described as the east 29 1/3 feet of Lot 19 and the west 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition. Location: the property formerly addressed as 2914 8th Avenue. OTB-24-005

H. Boards/Commissions

Historic Preservation Commission

I. Right of Redemption

J. Claims

4. MAYORS PROCLAMATIONS

A. Kidney Disease Awareness Month

5. PUBLIC HEARINGS

A. Ordinance 6597

Ordinance to amend Chapter 15.09 R-2/Two-Family Residential District of the Municipal Code (zoning ordinance) by amending Section 15.09.030 "Conditional Uses" to include "boarding, lodging, rooming house or bed and breakfast". ZT-24-001

B. Ordinance 6598

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 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

C. Ordinance 6599

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 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

6. ORDINANCES ON 2ND READING

A. Ordinance 6600

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.)

7. RESOLUTIONS

A. Resolution 24-76

Resolution authorizing the Mayor to accept the Offer of Dedication from Opus Development Company, L.L.C., a Delaware limited liability company ("Opus"), for property located along River Road.

B. Resolution 24-77

Resolution authorizing the Mayor to execute the Order Accepting the Acknowledgment/Settlement Agreement from Fas Mart #553, 611 East Broadway, Council Bluffs, IA 51503, for a violation of the State's tobacco laws.

C. Resolution 24-78

Resolution authorizing the use of eminent domain for property acquisition associated with Levee Certification Project, Geotechnical MR_6. Project #PW21-06D.

D. Resolution 24-79

Resolution authorizing the City to submit an application for enrollment into the Iowa Department of Natural Resources Land Recycling Program. Location: the former Reliance Battery Factory site at 813 22nd Avenue.

E. Resolution 24-80

Resolution approving Policy 810, Uniforms and work apparel.

F. Resolution 24-81

Resolution authorizing the Mayor to execute the order accepting the Acknowledgment/Settlement Agreement from Horseshoe Casino, 2701 23rd Avenue, for violation of the State's tobacco laws.

G. Resolution 24-82

Resolution authorizing and directing the Mayor to execute all documents necessary to satisfy the City of Council Bluffs' obligations and terminating the City's development agreements for the Marketplace Subdivision.

H. Resolution 24-83

Resolution authorizing the Mayor to execute the order accepting the Acknowledgement/Settlement Agreement from I-80 Liquor, 2411 South 24th Street, Council Bluffs for the violation of the state's tobacco laws.

8. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor Licenses

1. Harrah's Council Bluffs Casino & Hotel, One Harrah's Boulevard
2. Holiday Inn Hotel & Suites, 2202 River Road
3. The BLK Squirrel, 154 West Broadway
4. The Hut, 1925 West Broadway
5. The Porch House, 2327 South 24th Street
6. Sakura Sushi & Hibachi LLC, 3502 Metro Drive

B. Liquor License

1. The Dock Bar & Grill, 401 Veterans Memorial Highway

C. Cigarette/Tobacco/Nicotine/Vapor Permit

- Speedy Gas N Shop, 2024 5th Avenue (New)

9. OTHER BUSINESS

10. CITIZENS REQUEST TO BE HEARD

11. ADJOURNMENT

DISCLAIMER:

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



City Council Meeting Minutes February 26, 2024

CALL TO ORDER

Mayor Walsh called the meeting to order at 7:00 p.m. on Monday February 26, 2024.

Council Members present: Joe Disalvo, Steve Gorman and Jill Shudak.

Council Member present via zoom: Chris Peterson.

Council Member absent: Roger Sandau.

Staff Present: Brandon Garrett, 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 February 2, 2024 Special Meeting and February 12, 2024 City Council Meeting Minutes.

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

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

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

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

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.

December 2023 Financial Reports

Boards/Commissions, Board of Appeals

Right of Redemption and Claim

Jill Shudak and Joe Disalvo moved and seconded approval of Consent Agenda. Unanimous, 4-0 vote. (Absent: Sandau)

MAYORS PROCLAMATIONS

- A. Women in Construction Week

PUBLIC HEARINGS

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

Steve Gorman and Joe Disalvo moved and seconded approval of second consideration of Ordinances 6595 and 6596. Unanimous, 4-0 vote.

(Absent: Sandau)

Jill Shudak and Joe Disalvo moved and seconded approval of Motion to waive third consideration of Ordinances 6595 and 6596. Ordinances pass to law. Unanimous, 4-0 vote. (Absent: Sandau)

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.)

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-50. Unanimous, 4-0 vote. (Absent: Sandau)

Joe Disalvo and Steve Gorman moved and seconded approval of first consideration of Ordinance 6600, second consideration to be held March 11, 2024 at 7:00 p.m.. Unanimous, 4-0 vote. (Absent: Sandau)

Resolution 24-51

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

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-51. Unanimous, 4-0 vote. (Absent: Sandau)

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.

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-52. Unanimous, 4-0 vote. (Absent: Sandau)

RESOLUTIONS

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.

Steve Gorman and Jill Shudak moved and seconded approval of motion to deny Resolution 24-53. Resolution fails.. Unanimous, 4-0 vote. (Absent: Sandau)

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.

Jill Shudak and Joe Disalvo moved and seconded approval of Resolution 24-54. Unanimous, 4-0 vote. (Absent: Sandau)

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

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-55. Unanimous, 4-0 vote. (Absent: Sandau)

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

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-56. Unanimous, 4-0 vote. (Absent: Sandau)

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

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-57. Unanimous, 4-0 vote. (Absent: Sandau)

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

Jill Shudak and Joe Disalvo moved and seconded approval of Resolution 24-58. Unanimous, 4-0 vote. (Absent: Sandau)

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

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-59. Unanimous, 4-0 vote. (Absent: Sandau)

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

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-60. Unanimous, 4-0 vote. (Absent: Sandau)

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.

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-61. Unanimous, 4-0 vote. (Absent: Sandau)

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.)

Steve Gorman and Joe Disalvo moved and seconded approval of Resolutions 24-62 through 24-68. Unanimous, 4-0 vote. (Absent: Sandau)

APPLICATIONS FOR PERMITS AND CANCELLATIONS

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)

Special Event Application

Triple Crown Sports - Omaha SlumpBuster (Fireworks)

Jill Shudak and Joe Disalvo moved and seconded approval of Applications for permits and cancellations, 7A 1-5 and 7B. Unanimous, 4-0 vote. (Absent: Sandau)

CITIZENS REQUEST TO BE HEARD

Heard From :

Genevieve Pfitzer, 2912 Avenue D, regarding solicitor ordinance. Matt Schultz, 51791 96th Street, regarding Council Bluff's Sister City Buck Morris, 25017 Emily Cir, Waterloo, NE, regarding resolution 24-53 from the agenda that the Council voted to deny.

ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:46 p.m.

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

Matthew J. Walsh, Mayor

Attest: Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 24-69
ITEM 3.C.

Council Action: 3/11/2024

Description

Resolution setting a separate public hearing for March 25, 2024 at **6:30p.m** on the City of Council Bluffs proposed tax levy for the fiscal year ending June 30, 2025.

Background/Discussion

As outlined in HF718, it is requested the Council set a separate public hearing for persons to comment and discuss the proposed tax levy for the City of Council Bluffs for the fiscal year ending June 30, 2025.

At your regular meeting on March 11, 2024, please establish Monday, March 25, 2024 at **6:30 p.m.** as the date, time and place for public input in the Council Chambers at City Hall. It is a new requirement to hold the public hearing for the proposed property tax levy at a separate meeting with no additional items or discussions.

Staff will be requesting approval of the proposed tax levy at the separate March 25, 2024 meeting.

Recommendation

Approval of the Resolution to set a public hearing. This is a required step in the budget approval process.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Public Hearing - Proposed Property Taxes	Notice	3/1/2024
Resolution 24-69	Resolution	3/6/2024

CITY NAME: NOTICE OF PUBLIC HEARING - CITY OF COUNCIL BLUFFS - PROPOSED PROPERTY TAX LEVY **CITY #:** 78-732
COUNCIL BLUFFS Fiscal Year July 1, 2024 - June 30, 2025

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/25/2024 **Meeting Time:** 06:30 PM **Meeting Location:** Council Chambers at City Hall, 209 Pearl St., Council Bluffs, IA 51503

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
<https://www.councilbluffs-ia.gov/>

City Telephone Number
 (712) 890-5100

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	2,998,042,680	3,343,055,436	3,343,055,436
Consolidated General Fund	25,498,354	25,498,354	27,604,545
Operation & Maintenance of Public Transit	1,179,190	1,179,190	1,549,172
Aviation Authority	719,530	719,530	802,333
Liability, Property & Self Insurance	2,218,552	2,218,552	2,340,139
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	4,548,031	4,548,031	4,402,804
FICA & IPERS (If at General Fund Limit)	3,348,814	3,348,814	3,065,582
Other Employee Benefits	8,777,310	8,777,310	10,497,161
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	3,100,034,981	3,434,085,684	3,434,085,684
Debt Service	8,742,099	8,742,099	9,684,122
CITY REGULAR TOTAL PROPERTY TAX	55,031,880	55,031,880	59,945,858
CITY REGULAR TAX RATE	18.26000	16.39223	17.85467
Taxable Value for City Ag Land	9,662,093	9,452,504	9,452,504
Ag Land	29,023	29,023	28,393
CITY AG LAND TAX RATE	3.00375	3.07040	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Resident	998	827	-17.13
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	998	827	-17.13

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:

Increase in property tax valuation is primarily driven by new construction and market changes. Increased property tax revenue will be utilized to offset continued inflation costs, supply and demand, as well as increased costs for employee and property/liability insurance.

RESOLUTION 24-69

Resolution setting a separate public hearing for March 25, 2024 at **6:30pm** on the City of Council Bluffs proposed tax levy for the fiscal year ending June 30, 2025.

WHEREAS, The City of Council Bluffs has a requirement to conduct a public hearing on the proposed tax levy for the fiscal year ending June 30, 2025, and;

WHEREAS, HF718 requires the public hearing to occur at a special meeting with no additional business is discussed, and;

WHEREAS, The City is required to publish and post the proposed tax levy at least ten and no more than twenty days from the public hearing,

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That a Public Hearing on the Proposed Tax Levy for the fiscal year ending June 30, 2025 is established for Monday, March 25, 2024 at **6:30 p.m.** in Council Chambers at City Hall, 209 Pearl Street in Council Bluffs, Iowa in a special council meeting.

ADOPTED

AND

APPROVED:

March 11, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

Department: Community
Development

Case/Project No.: OTB-24-001 &
OTB-24-002

Submitted by: Marianne Collins,
Housing & Economic Development
Planner

Resolutions 24-70 and 24-71
ITEM 3.D.

Council Action: 3/11/2024

Description

Resolution 24-70 of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property located at 1612 7th Avenue. OTB-24-001

Resolution 24-71 of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property located at 1614 7th Avenue. OTB-24-002

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/1/2024
Attachment A: Location Map 1612 7th Avenue	Map	3/1/2024
Attachment B: Location Map 1614 7th Avenue	Map	3/1/2024
Attachment C: IonWave Application	Other	3/1/2024
Notice of Public Hearing	Notice	3/1/2024
Notice of Public Hearing	Notice	3/1/2024
Resolution 24-70	Resolution	3/6/2024
Resolution 24-71	Resolution	3/6/2024

Council Communication

Department: Community Development Applicant: USA Builders LLC 2423 S. 8 th Street Council Bluffs, IA 51501	Reso. of Intent No. _____ Reso. to Dispose No. _____ Case # OTB-24-001 OTB-24-002	Set Public Hearing: 3/11/2024 Public Hearing: 3/25/2024
Subject/Title		
<p>Request of USA Builders LLC to purchase property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa and property located at 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa</p> <p>Location: 1612 7th Avenue and 1614 7th Avenue</p>		
Background/Discussion		
<p>The Community Development Department has received an offer from USA Builders LLC to purchase City-owned property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa and 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa. The subject properties is zoned R-2/Two-Family Residential District and are classified as ‘transitional preserve’ due to the use of Community Development Block Grant – COVID-19 Assistance Program (CDBG-CV) funds to acquire and demolish the structures. The subject properties are located within a flood zone.</p> <p>The subject property was acquired by the city of Council Bluffs on June 27, 2023. The city has demolished the structures using funds from the CDBG-CV Program. With the location of these properties we are unable to use the CDBG funding to create affordable housing options. In this instance, the selling price is set by the total amount the City has incurred to purchase and demolish the homes. Staff released an RFP allowing for the lots to be purchased at the total amount the City has incurred to purchase and demolish the homes which would “buy out” the affordability requirement.</p> <p>The 1612 7th Avenue property shall be priced at the total amount the City has incurred to purchase and demolish the home, which is \$11,682.00. The applicant has offered \$11,682.00 to purchase the property, and has submitted the required 10% down payment (\$1,168.00). The 1614 7th Avenue property shall be priced at total amount the City has incurred to purchase and demolish the home, which is \$12,618.00. The applicant has offered \$12,618.00 to purchase the property, and has submitted the required 10% down payment (\$1,262.00). Proceeds from the sale will be deposited into the CDBG account. This is required to remove the affordability requirement.</p> <p>The 1612 7th Avenue property is zoned R-2/Two-Family Residential District and measures 45’ x 130’ (5,850 square feet) which exceeds the minimum lot size requirements for the R-2/Two-Family Residential District. The 1614 7th Avenue property is zoned R-2/Two-Family Residential District and measures 45’ x 130’ (5,850 square feet) which exceeds the minimum lot size requirements for the R-2/Two-Family Residential District.</p>		

The applicant has not submitted any conceptual house plans to the City for review at this time. However, based on the size of the parcels, the applicant shall be able to construct a new single-family residential dwelling on the subject property that meets or exceeds the City's minimum single-family residential dwelling size requirements (20 feet wide with a minimum 500 square feet ground floor area).

Recommendation

The Community Development Department recommends setting a public hearing on the disposal of the properties located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa and 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa and subject to the following conditions:

1. The purchase price for 1612 7th Avenue, including the submitted \$1,168.00 down payment, shall be \$11,682.00. The purchase price for 1614 7th Ave, including the submitted \$1,262.00 down payment, shall be \$12,618.00; and
2. The applicant shall close on the subject property within 30 days of the date of Council's decision.

Attachments

Attachment A: Location Map 1612 7th Avenue

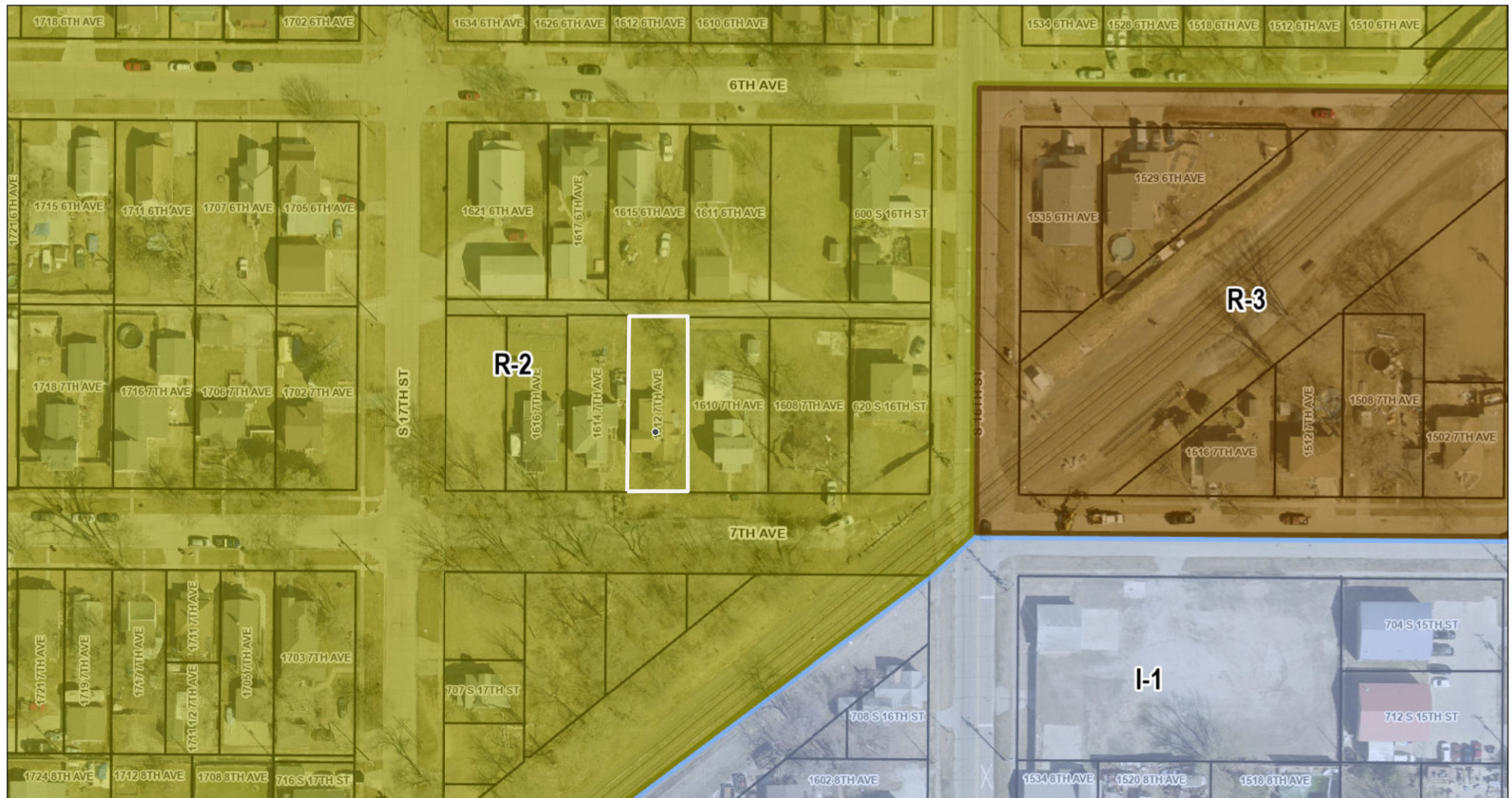
Attachment B: Location Map 1614 7th Avenue

Attachment C: IonWave Application

Prepared by: Marianne Collins, Housing & Economic Development Planner, Community Development Department

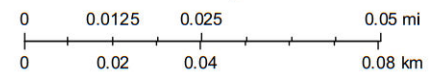
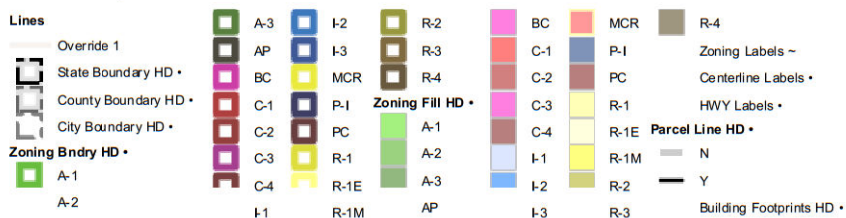
Submitted by: Courtney Harter, Director Planning & Community Development, Community Development Department

Location and Zoning Map



12/12/2023, 9:52:42 AM

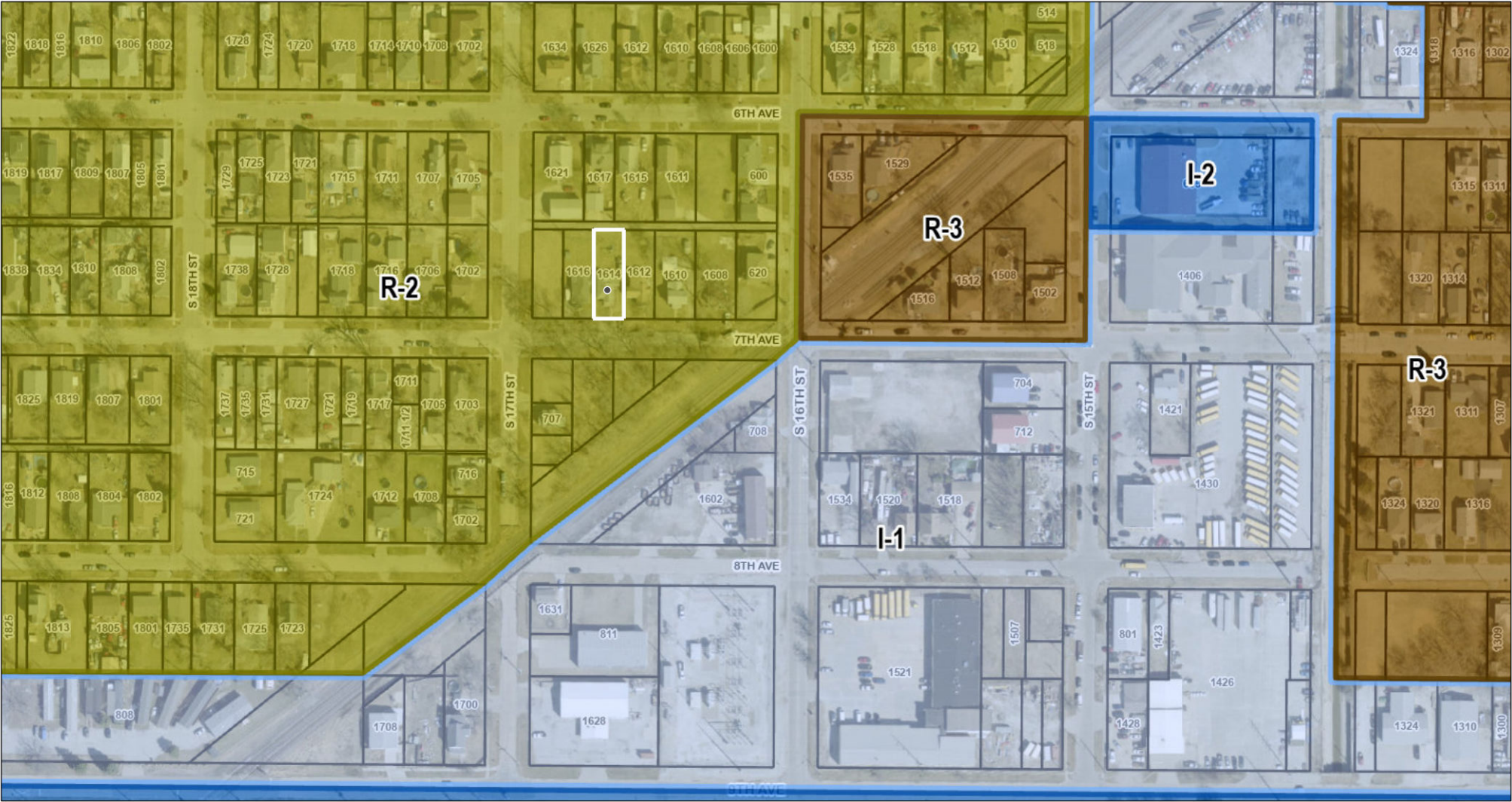
1:1,128



City of Council Bluffs GIS Department, City of Council Bluffs Public Works Department
City of Council Bluffs GIS Department, City of Council Bluffs Community Development Department
City of Council Bluffs GIS Department, Pottawattamie County GIS

Web App Builder for ArcGIS

Location and Zoning Map



12/12/2023, 10:02:44 AM

Lines

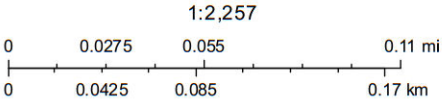
- Override 1
- State Boundary HD
- County Boundary HD
- City Boundary HD
- Zoning Bndry HD**
- A-1
- A-2

Zoning Fill HD

- A-3
- AP
- BC
- C-1
- C-2
- C-3
- C-4
- I-1
- I-2
- I-3
- I-2
- I-3
- MCR
- P-I
- PC
- R-1
- R-1E
- R-1M
- R-2
- R-3
- R-2
- R-3
- R-4
- R-3
- R-4

Parcel Mask HD

- Parcel Labels ~
- Centerline Labels ~
- HWY Labels ~
- Parcel Line HD**
- N
- Y
- Building Footprints HD



City of Council Bluffs GIS Department, City of Council Bluffs Public Works Department
City of Council Bluffs GIS Department, City of Council Bluffs Community Development Department
City of Council Bluffs GIS Department, Pottawattamie County GIS

Web AppBuilder for ArcGIS

Attachment B
1612 7th Avenue and 1614 7th Avenue
City of Council Bluffs, Iowa 51501

Proposal and Submittal Requirement Form:

In a clear and concise manner, contractor must submit proposals that demonstrate the contractor's capacity to satisfy the requirements of this RFP. Submittals shall include the following:

This page must be completed and included with the submittal (attach additional sheets if necessary).

1. Contractor Information including all partners involved with the project:_____

- a. Project contact person with all contact information:

_____ Miguel Santacruz 712 3148741 miguelsantacruz@gmail.com _____

- b. Insurance information:

_____ Connie West 7122561074 _____
Anchor Insurance Agency, Inc _____

2. Contractor Experience

- a. Description of contractor's experience and qualifications:

_____ Build over a dozen single family dwellings. _____

- b. List of reference projects:

_____ 1212 17th Ave Council Bluffs IA 51501 _____

_____ 4024 Ave D Council Bluffs IA _____

3. Option Selection:

- a. Option A: 1612 7th Avenue Price: _____

- b. Option B: 1614 7th Avenue Price: _____

- c. Option C: Both Properties Price: 24300 _____

Signature of Authorized Representative: _____

Print Name and Title: Miguel Santacruz Owner

**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 of USA Builders LLC to dispose of city-owned property at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, 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 25th 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

**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 of USA Builders LLC to dispose of city-owned property at 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, 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 25th 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

RESOLUTION NO. 24-70

**A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LOCATED AT 1612 7TH AVENUE
LEGALLY DESCRIBED AS EVERETTS ADDITION E 45 FT, LOT 10 EX N 6 FT FOR ALLEY, BLOCK
25, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.**

WHEREAS, the City has received an offer from USA Builders LLC to purchase the City owned property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa

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

That the City does hereby express its intent to dispose of City owned property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa, and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for March 25, 2024 at 7:00 p.m.

ADOPTED
AND
APPROVED:

March 11, 2024

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

RESOLUTION NO. 24-71

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LOCATED AT 1614 7TH AVENUE LEGALLY DESCRIBED AS EVERETTS ADDITION W 15 FT, LOT 10, AND E 30 FT, LOT 11, BLOCK 25, EXC N 5 FT FOR ALLEY, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has received an offer from USA Builders LLC to purchase the City owned property located at 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa

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

That the City does hereby express its intent to dispose of City owned property located at 1612 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa, and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for March 25, 2024 at 7:00 p.m.

ADOPTED
AND
APPROVED:

March 11, 2024

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

Department: Community

Development

Case/Project No.: OTB-24-003 &
OTB-24-004

Submitted by: Marianne Collins,
Housing & Economic Development
Planner

Resolutions 24-72 and 24-73
ITEM 3.E.

Council Action: 3/11/2024

Description

Resolution 24-72 of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property located at 827 16th Avenue. OTB-24-003

Resolution 24-73 of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property located at 1709 4th Avenue. OTB-24-004

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/1/2024
Attachment A: Location Map 827 16th Avenue	Map	3/1/2024
Attachment B: Location Map 1709 4th Avenue	Map	3/1/2024
Attachment C: IonWave Application	Other	3/1/2024
Notice of Public Hearing	Notice	3/1/2024
Notice of Public Hearing	Notice	3/1/2024
Resolution 24-72	Resolution	3/6/2024
Resolution 24-73	Resolution	3/6/2024

Council Communication

Department: Community Development Applicant: USA Builders LLC 2423 S. 8 th Street Council Bluffs, IA 51501	Reso. of Intent No. _____ Reso. to Dispose No. _____ Case # OTB-24-003 OTB-24-004	Set Public Hearing: 3/11/2024 Public Hearing: 3/25/2024
Subject/Title		
<p>Request of USA Builders LLC, represented by Miguel Santa Cruz, to purchase City-owned property located at 827 16th Avenue legally described as Howards Addition W 55 FT, Lots 1 & 21, Block 2, City of Council Bluffs, Pottawattamie County, Iowa and property located at 1709 4th Avenue legally described as Beers Subdivision, Lot 3, Block 45, City of Council Bluffs, Pottawattamie County, Iowa.</p> <p>Location: 827 16th Avenue and 1709 4th Avenue</p>		
Background/Discussion		
<p>The Community Development Department has received an offer from USA Builders, LLC to purchase City-owned property located at 827 16th Avenue legally described as Howards Addition W 55 FT, Lots 1 & 21, Block 2 and 1709 4th Avenue legally described as Beers Subdivision, Lot 3, Block 45, City of Council Bluffs, Pottawattamie County, Iowa.</p> <p>In 2023, the Community Development Department acquired the houses located at 827 16th Avenue and 1709 4th Avenue through the Community Development Block Grant – COVID-19 Assistance Program (CDBG-CV). The previously dilapidated homes were demolished and the land prepped for new development. On January 26, 2024, the City released a Request for Proposals from developers to construct a new single-family unit on each property that would be sold to a family at or below 80% of the median family income to meet CDBG program guidelines. On February 23, 2024, RFP responses were due and USA Builders, LLC submitted the only proposal.</p> <p>The property is classified as and ‘buildable’ and ‘transitional preserve.’ The ‘preserve’ designation allowed Community Development staff to complete the required CDBG disposition process. The applicant commits to constructing a new, affordable residential unit within fifteen months that will be sold to a homebuyer meeting the CDBG income guidelines. Each lot will be sold for \$0.00 with a maximum sales price of \$180,000. This is a reasonable agreement given the federal restrictions on the use of the lot.</p> <p>The 827 16th Avenue property is 55 feet wide by 62 feet deep for a total of 3,410 square feet, which exceeds all site development standards for a property located in the R-3/Low Density Multi-family Residential. The property is located in the Flood Zone X protected by the levee. The 1709 4th Avenue property is 60 feet wide by 100 feet deep for a total of 6,000 square feet, which exceeds all site development standards for a property located in the R-2/Two-Family Residential District. The property is located within a flood zone.</p>		

Recommendation

The Community Development Department recommends setting a public hearing on the disposal of the property located at 827 16th Avenue legally described as Howards Addition W 55 FT, Lots 1 & 21, Block 2, City of Council Bluffs, Pottawattamie County, Iowa and property located at 1709 4th Avenue legally described as Beers Subdivision, Lot 3, Block 45, City of Council Bluffs, Pottawattamie County, Iowa on the March 25, 2024 City Council Meeting.

Attachments

Attachment A: Location Map 827 16th Avenue

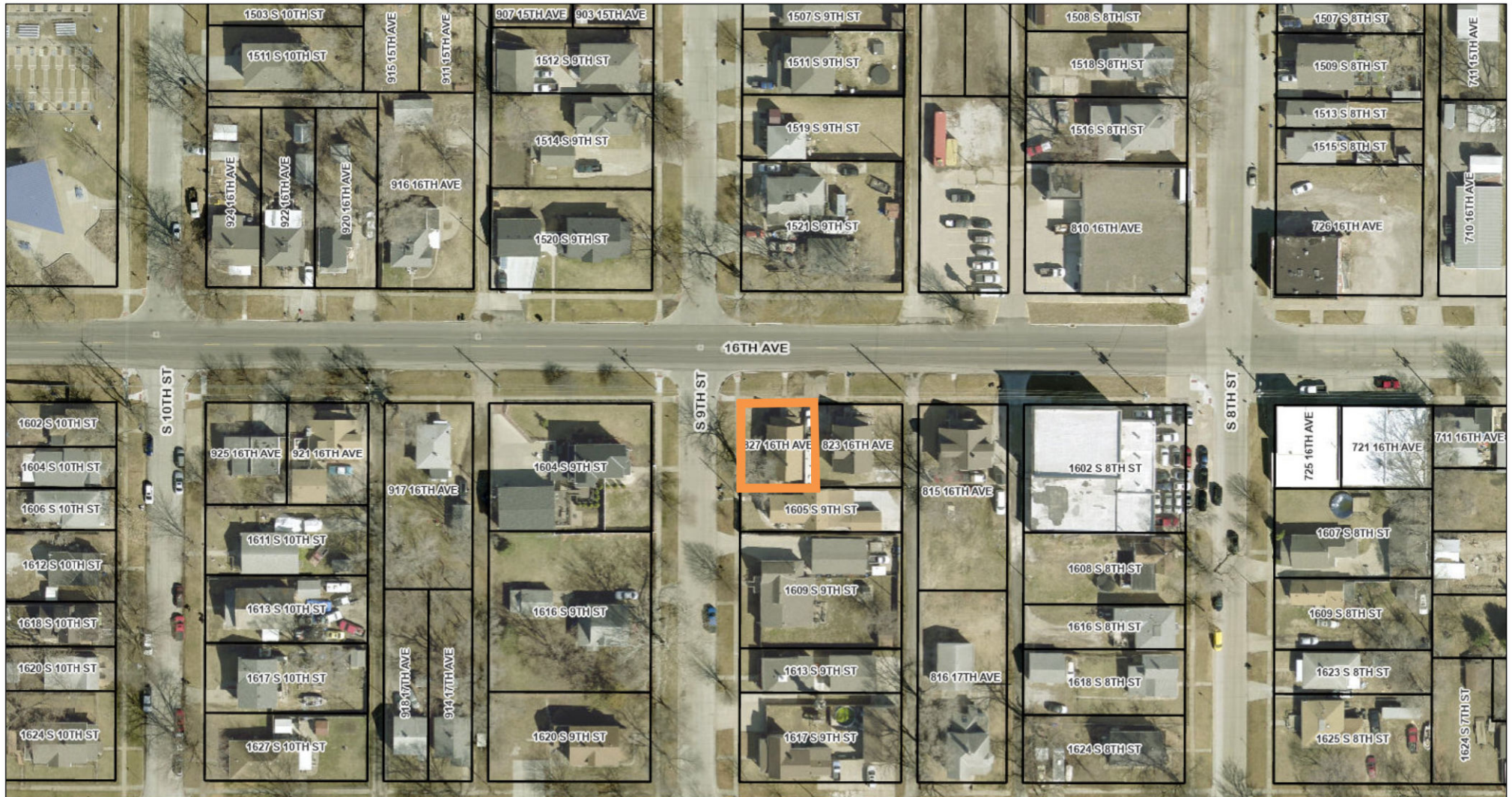
Attachment B: Location Map 1709 4th Avenue

Attachment C: IonWave Application

Prepared by: Marianne Collins, Housing & Economic Development Planner, Community Development Department

Submitted by: Courtney Harter, Director Planning & Community Development, Community Development Department

Location Map 827 16th Avenue



12/21/2023, 1:19:07 PM

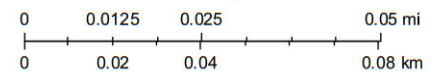
Lines

-  Override 1
-  Centerline Labels •
-  HWY Labels •

Parcel Line HD •

-  N
-  Y
-  Building Footprints HD •
-  Parcel Mask HD •
-  Parcel Labels ~
-  Parcel Info •

1:1,128



City of Council Bluffs GIS Department, City of Council Bluffs Public Works Department
City of Council Bluffs GIS Department, Pottawattamie County GIS Department
Source: Esri, Maxar, Earthstar Geographics, and the GIS User

Web AppBuilder for ArcGIS

Location Map 1709 4th Avenue



12/21/2023, 1:32:36 PM

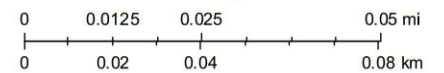
Lines

- Override 1
- Centerline Labels •
- HWY Labels •
- Parcel Line HD •**

Y

- Building Footprints HD •
- Parcel Mask HD •
- Parcel Labels ~
- Parcel Info •

1:1,128



City of Council Bluffs GIS Department, City of Council Bluffs Public Works Department
City of Council Bluffs GIS Department, Pottawattamie County GIS Department
Source: Esri, Maxar, Earthstar Geographics, and the GIS User

Web AppBuilder for ArcGIS

Attachment G
827 16th Avenue and 1709 4th Avenue
City of Council Bluffs, Iowa 51503

Proposal and Submittal Requirement Form:

In a clear and concise manner, contractor must submit proposals that demonstrate the contractor's capacity to satisfy the requirements of this RFP. Submittals shall include the following:

This page must be completed and included with the submittal (attach additional sheets if necessary).

1. Contractor Information including all partners involved with the project: _____

- a. Project contact person with all contact information:

_____ Miguel Santacruz 712 3148741 miguelsantacruz@gmail.com _____

- b. Insurance information:

_____ Anchor Insurance Agency, Inc _____

2. Contractor Experience

- a. Description of contractor's experience and qualifications:

_____ Build over a dozen single family dwellings. _____

- b. List of all subcontractors:

_____ METRO ELECTRIC, MOORE SERVICES, CERTIFIED PLUMBING, BDB WALLS _____

- c. List of reference projects:

_____ 1212 17th Ave Council Bluffs IA 51501 _____

_____ 4024 Ave D Council Bluffs IA _____

Signature of Authorized Representative:

_____  _____

Print Name and Title: _____ Miguel Santacruz Owner _____

Attachment G-Continued
827 16th Avenue and 1709 4th Avenue
City of Council Bluffs, Iowa 51503

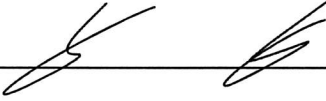
1. Option Selection (circle your selected option)

a. Option A: 827 16th Avenue

b. Option B: 1709 4th Avenue

c. Option C: Both Properties

Signature of Authorized Representative: _____



Print Name and Title: Miguel Santacruz - Owner _____

**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 of USA Builders LLC to dispose of city-owned property at 827 16th Avenue legally described as Howards Addition W 55 FT, Lots 1 & 21, Block 2, 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 25th 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

RESOLUTION NO. _____

**A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LOCATED AT 1709 4TH AVENUE
LEGALLY DESCRIBED AS BEERS SUBDIVISION, LOT 3, BLOCK 45, CITY OF COUNCIL BLUFFS,
POTTAWATTAMIE COUNTY, IOWA.**

WHEREAS, the City has received an offer from USA Builders LLC to purchase the City owned property located at 1709 4th Avenue legally described as Beers Subdivision, Lot 3, Block 45, City of Council Bluffs, Pottawattamie County, Iowa

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

That the City does hereby express its intent to dispose of City owned property located at 1709 4th Avenue legally described as Beers Subdivision, Lot 3, Block 45, City of Council Bluffs, Pottawattamie County, Iowa, and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for March 25, 2024.

ADOPTED
AND
APPROVED:

March 11, 2024

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

RESOLUTION NO. 24-72

**A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LOCATED AT 827 16TH AVENUE
LEGALLY DESCRIBED AS HOWARDS ADDITION W 55 FT, LOTS 1 & 21 BLOCK 2, CITY OF
COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.**

WHEREAS, the City has received an offer from USA Builders LLC to purchase the City owned property located at 827 16th Avenue legally described as Howards Addition W 55 FT, Lots 1 & 21, Block 2, City of Council Bluffs, Pottawattamie County, Iowa

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

That the City does hereby express its intent to dispose of City owned property located at 827 16th Avenue legally described as Howards Addition W 55 FT, Lots 1 & 21, Block 2, City of Council Bluffs, Pottawattamie County, Iowa, and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for March 25, 2024 at 7:00 p.m.

ADOPTED
AND
APPROVED:

March 11, 2024

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

RESOLUTION NO. 24-73

**A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LOCATED AT 1709 4TH AVENUE
LEGALLY DESCRIBED AS BEERS SUBDIVISION, LOT 3, BLOCK 45, CITY OF COUNCIL BLUFFS,
POTTAWATTAMIE COUNTY, IOWA.**

WHEREAS, the City has received an offer from USA Builders LLC to purchase the City owned property located at 1709 4th Avenue legally described as Beers Subdivision, Lot 3, Block 45, City of Council Bluffs, Pottawattamie County, Iowa

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

That the City does hereby express its intent to dispose of City owned property located at 1709 4th Avenue legally described as Beers Subdivision, Lot 3, Block 45, City of Council Bluffs, Pottawattamie County, Iowa, and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for March 25, 2024 at 7:00 p.m.

ADOPTED
AND
APPROVED:

March 11, 2024

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

Department: Community
Development

Case/Project No.:

Submitted by: Marianne Collins,
Housing & Economic Development
Planner

Resolution 24-74
ITEM 3.F.

Council Action: 3/11/2024

Description

Resolution setting a public hearing for March 25, 2024 at 7:00 p.m. on the proposal to convey real property to Spin Lofts, LLC.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/1/2024
Draft - Purchase, Sale, and Development Agreement	Agreement	3/1/2024
Public Hearing Notice	Notice	3/1/2024
Resolution 24-74	Resolution	3/6/2024

Council Communication

Department: Community Development	Resolution No.: 24 -	City Council: March 11, 2024 Public Hearing: March 25, 2024
Subject/Title <ol style="list-style-type: none">1. Approval of the proposal to convey real property to Spin Lofts of approximately 3.0 acres of land at the southeast corner of 21st Avenue and S. 6th Street; and2. Approval of a proposal in the form of a Purchase, Sale, and Development Agreement for property located at the southeast corner of 21st Avenue and S. 6th Street; and3. Set a public hearing on the intent to consider a proposal in the form of a Purchase, Sale, and Development Agreement and to convey certain City-owned land to Spin Lofts, LLC for March 25, 2024.		
Background/ Discussion <u>Background</u> <p>In 2009, the City began acquisition and demolition of structures on the 3.0 acres of land located at 21st Avenue and South 6th Street utilizing Community Development Block Grant (CDBG) and Neighborhood Stabilization (NSP) funds. The properties were considered blighted and/or in foreclosure at the time.</p> <p>After demolition and the release of a Request for Proposals (RFP), a proposal from CommonBond Communities was chosen. In November of 2012, Wabash Place LLLP entered into a purchase agreement with the City of Council Bluffs for the purchase of this property to develop an affordable multi-family housing project. However, after two unsuccessful Low Income Housing Tax Credit (LIHTC) applications, one Community Development Block Grant – Disaster application and two extensions on closing, the City of Council Bluffs terminated the purchase agreement with Wabash Place LLLP as of January 15, 2015. Then the City re-advertised the availability of the land in August 2015 and received two proposals. J Development was selected from the RFP process; however, this developer eventually withdrew their submittal siting the land was too low and that a significant amount of dirt would have to be brought onto the site to elevate the property. Because of the restrictions on NSP funding through the State of Iowa, it was determined the property would remain vacant until 2022 to release these requirements.</p> <p>Because CDBG funds were used as well, the City must meet the Housing and Urban Development (HUD) performance measure of creation of affordable housing on the property. This means at least 51% of all units constructed on the site must be rented/sold to persons at or below 80% of the median family income (MFI).</p> <u>Discussion</u> <p>In June of 2022, Spin Lofts, LLC entered into a purchase agreement with the City of Council Bluffs for the purchase of this property to develop an affordable multi-family housing project. The City is updating the agreement with an increase in available Interlocal HOME Consortium Funds and to adjust the affordable unit count.</p> <p>This is to convey real property to Spin Lofts, LLC and to consider a proposal in the form of a Purchase, Sale, and Development Agreement (“Agreement”). To convey property, the City must undertake certain actions that include providing notice by publication in a newspaper having a general circulation to the community not less than four days nor more than 20 days before the date of the hearing.</p> <p>The Agreement will convey certain City-owned property land to Spin Lofts, LLC for \$100,000 and Arch Icon agrees to construct certain minimum improvements consisting of a 45 multi-family apartment building, together with related site improvements.</p> <p>The draft agreement has been finalized between City’s legal counsel and the developer and is ready for Council to review and will be voted on at the March 25, 2024 Public Hearing.</p>		
Recommendation <p>Recommendation to set a public hearing on the intent to consider a proposal in the form of a Purchase, Sale, and Development Agreement and to convey certain City-owned land to Spin Lofts, LLC legally described as a parcel of land being all of 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</p>		

Council Communication

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.
--

Attachments

Attachment: Draft - Purchase, Sale, and Development Agreement

AMENDED AND RESTATED
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF COUNCIL BLUFFS, IOWA

AND

SPIN LOFTS, LLC

_____, 2024

AGREEMENT FOR
PRIVATE DEVELOPMENT

THIS AMENDED AND RESTATED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called "Agreement") is made on or as of the _____ day of _____, 2024 (the "Effective Date"), by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa, and SPIN LOFTS, LLC, an Iowa limited liability company, having offices for the transaction of business at 509 Walker Street, Woodbine, Iowa 51579 ("Owner").

WITNESSETH:

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

A parcel of land being all of 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, more fullydescribed as follows:

Beginning at the Northwest Corner of said Block 14; thence along the North line of said Block 14, South89 Degrees 26 Minutes 40 Seconds East, 325.00 feet to a point on the West right-of-way line of South Expressway (Highway 192); thence along said West right-of-way line the following 7 courses:

- 1) South 44 Degrees 26 Minutes 36 Seconds East, 14.14 feet;
- 2) South 00 Degrees 33 Minutes 27 Seconds West, 4.00 feet;
- 3) South 24 Degrees 06 Minutes 55 Seconds East, 160.50 feet;
- 4) South 13 Degrees 28 Minutes 38 Seconds East, 12.37 feet;
- 5) South 15 Degrees 24 Minutes 17 Seconds East, 109.09 feet;
- 6) South 09 Degrees 44 Minutes 22 Seconds East, 55.91 feet;
- 7) South 08 Degrees 08 Minutes 37 Seconds East, 66.78 feet;
- 8) South 00 Degrees 22 Minutes 12 Seconds West, 113.16 feet to a point on the Northeasterly right-of-way line of Wabash Trace;

thence along said Northeasterly right-of-way line the following 2 courses:

- 1) North 49 Degrees 26 Minutes 05 Seconds West, 177.48 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 41 Degrees 15 Minutes 44 SecondsEast, 5759.58 feet;
 - 2) Northwesterly along said curve, through a central angle of 04 Decrees 04 Minutes 19 Seconds, 409.34feet to a point on the West line of said Block 14; thence along said West line, North 00 Degrees 33 Minutes 27 Seconds East, 141.10 feet to the Point of Beginning.
- The above described parcels contain 126,653 square feet, more or less

(which property is hereinafter referred to as the "Development Property"); and

WHEREAS, the City and Owner entered into a Purchase, Sale, and Development Agreement dated June 13, 2022 ("Original Agreement"), pursuant to which the Owner was to acquire the Development

Property from the City by no later than August 1, 2023 contingent on, inter alia, Owner receiving a Low Income Housing Tax Credit (“LIHTC”) award from the State of Iowa; and

WHEREAS, certain conditions precedent to the Owner acquiring the Development Property pursuant to the terms of the Original Agreement were not satisfied, thereby causing the Original Agreement to automatically terminate pursuant to its terms; and

WHEREAS, Owner and the City intend for this Agreement to replace the Original Agreement in its entirety; and

WHEREAS, City remains willing to convey the Development Property to Owner and provide certain incentives in exchange for Owner’s construction of certain Minimum Improvements on the Development Property including Housing Units, as more particularly described herein; and

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

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

ARTICLE I. DEFINITIONS

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

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

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

Certificate of Occupancy means a certificate allowing occupancy within the Minimum Improvements issued by the proper governmental authority with jurisdiction thereover. A Certificate of Occupancy shall mean a final Certificate of Occupancy.

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

City Improvements means (a) the grading and fill work necessary to raise the Development Property to the elevation of the existing recreational trail adjacent to the Development Property; and (b) the improvement of that portion of 21st Avenue east of S. 6th Street depicted on Exhibit A-1 to City standards for a paved public road.

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 Owner on the Development Property referred to in Article IV.

County means the County of Pottawattamie, Iowa.

Owner means Spin Lofts, LLC, an Iowa limited liability company, and its permitted successors and assigns.

Effective Date means the date of this Agreement.

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

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

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

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

Interlocal HOME Agreement means the agreement in the form attached hereto as Exhibit E between Owner and City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Owner's construction of a portion of the Housing Units to be rented to AMI families in exchange for the receipt of a forgivable mortgage of \$800,000.

Interlocal HOME-ARP Agreement means the agreement in the form attached hereto as Exhibit F between Owner and City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Owner's construction of a portion of the Housing Units to be rented to near homelessness families in exchange for the receipt of a forgivable mortgage of \$700,000.

Minimum Improvements means the construction of a 45 Housing Unit multi-family residential building and related site improvements to be constructed on the Development Property, as more particularly described in Exhibits A and A-1 to this Agreement.

Net Proceeds means any proceeds paid by an insurer to Owner under a policy or policies of insurance required to be provided and maintained by Owner 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.

Owner means Spin Lofts, LLC, an Iowa limited liability company, and its permitted successors and assigns.

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

State means the State of Iowa.

State Agreement means the agreement between Owner and Iowa Finance Authority related to Owner's receipt of Low-Income Housing Tax Credits associated with the completion and operation of the Minimum Improvements.

Termination Date means the date of termination of this Agreement, as established in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including but not limited to storms, floods, fires, explosions, or other casualty losses; unusual weather conditions; strikes, boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; 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 Owner for the Project.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing, nor do they conflict with or contravene any laws, order, rule or regulation applicable to City.

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

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

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

b. This Agreement has been duly and validly authorized, executed, and delivered by Owner and, assuming due authorization, execution, and delivery by City, is in full force and effect and is a valid and legally binding instrument of Owner 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 Owner or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Owner is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

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

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

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

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

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

i. Owner expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before December 31, 2026. For purposes of this Agreement, the Minimum Improvements shall be deemed “complete” or “completed” upon Owner’s receipt of a Certificate of Occupancy for the Minimum Improvements.

j. It is anticipated that the construction of the Minimum Improvements will require a total investment of at least \$12,500,000.

ARTICLE III. SALE AND PURCHASE OF DEVELOPMENT PROPERTY

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

a. Owner is in material compliance with all terms of this Agreement; and

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

c. Owner entering into and remaining in compliance with: (i) the State Agreement with the Iowa Finance Authority related to Owner’s receipt of Low-Income Housing Tax Credits in connection with the Project; (ii) the Interlocal HOME Agreement related to Owner’s receipt of a forgivable mortgage of \$800,000 in connection with the Project; and (iii) the Interlocal HOME-ARP Agreement related to Owner’s receipt of a forgivable mortgage of \$700,000 in connection with the Project.

If any of these preconditions is not satisfied as of the Closing Date defined in Section 3.3(b), this Agreement shall automatically terminate, with neither party having any further obligations to the other.

Section 3.2. Transfer of Development Property. For the purchase price of \$100,000.00 (the “Purchase Price”) and other consideration, including the obligations being assumed by Owner under this Agreement, City agrees to sell, and Owner agrees to purchase, the Development Property, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by City pursuant to Section 364.7 of the Iowa Code.

Section 3.3. Closing. City’s transfer of title of the Development Property to Owner, and Owner’s payment of the Purchase Price to City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before January 31, 2025 (the “Closing Date”). Possession of the Development Property (“Possession”) shall be delivered to Owner on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to City’s possession shall be made as of the date of Possession. Owner shall pay the Purchase Price to City (subject to prorations, reductions, and credits as provided below). The transfer shall be considered closed upon the delivery to Owner of a duly executed special warranty deed for the Development Property in the form attached hereto as Exhibit C (“Deed”), and the filing of all title transfer documents (“Closing”). All parties

and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 3.4. Real Estate Taxes and Special Assessments.

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

Section 3.5. Risk of Loss and Insurance. City shall bear the risk of loss or damage to the Development Property prior to Closing, excepting any improvements undertaken or caused by Owner on the Development Property prior to Closing. City agrees to maintain existing insurance, if any, and Owner may purchase additional insurance on the Development Property prior to Closing, in Owner's discretion. In the event of substantial damage or destruction prior to the Closing, City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, subject to Unavoidable Delays, and Owner shall complete the Closing, provided that such insurance proceeds are sufficient to reconstruct and return the Development Property to a condition substantially similar to that prior to the casualty event, excepting any improvements undertaken or caused by Owner on the Development Property prior to Closing. Owner shall bear the risk of loss or damage to: (i) any improvements undertaken or caused by Owner on the Development Property prior to Closing, and (ii) the Development Property after the Closing.

Section 3.6. Condition of Property; Care and Maintenance; Environmental Matters.

- a. Owner agrees to take the Development Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, City makes no warranties or representations as to the condition of the Development Property. City and Owner acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Owner's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Notwithstanding anything herein to the contrary, Owner hereby waives all claims against City as to the condition of the Development Property. Owner agrees to indemnify, release, defend, and hold harmless the Indemnified Parties for all claims, damages, or costs relating to the Development Property that arise after the date of Closing.
- b. At Closing, City will file with the County Recorder's Office a properly executed Groundwater Hazard Statement to the extent required by law.

Section 3.7. Abstract and Title. If requested by Owner, City shall provide an abstract of title for the Development Property, continued to and including the date of this Agreement, and deliver it to Owner for examination, which shall become the property of Owner upon Closing. Such abstract of title shall show merchantable title in City in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Owner may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 3.8. Survey and Platting. Owner may, at Owner's expense prior to Closing, have the Development Property surveyed and certified by a Registered Land Surveyor. Owner shall be responsible for all surveys and platting of the Development Property after Closing, if any.

Section 3.9. Certification. Owner and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.10. Deed Restriction. Owner acknowledges and agrees that City is selling the Development Property to Owner on the condition that it be developed for the Minimum Improvements as described in this Agreement, in accordance with all terms of this Agreement. The conveyance of the Development Property to Owner is subject to use restrictions, as also described in the Deed, prohibiting the Development Property from being used or developed for any purpose other than the Minimum Improvements described herein without City's written consent, until the Termination Date of this Agreement. If Owner violates such use restrictions, then City shall be entitled to all remedies available at law or equity including but not limited to an injunction prohibiting Owner's violation of such use restrictions.

Section 3.11 Right of First Refusal. For a period of twenty years after recordation of the Deed or until a Certificate of Completion for the Minimum Improvements issued by the City pursuant to Section 4.3 is recorded, whichever is earlier (the "Restriction Period"), if at any time Owner seeks to sell the Development Property (or any portion thereof) to a third party, then Owner shall provide written notice to City of Owner's intent to sell the Development Property (or a portion thereof) and shall provide an appraisal of the fair market value of the Development Property (or the applicable portion thereof) at such time, and City shall have thirty (30) days after City's receipt of such notice to exercise this right of first refusal to purchase the applicable portion of the Development Property from Owner at the appraised amount. To exercise its right of first refusal, City shall deliver written notice to Owner of City's intent to exercise this right of first refusal, and closing of the transfer of the applicable portion of the Development Property from Owner to City under such terms shall occur sixty (60) days after City notifies Owner of City's intention to exercise this right of first refusal. Owner shall take all reasonable steps to ensure City acquires marketable title to the Development Property (or the applicable portion thereof) unencumbered by any mortgage, lien, or other encumbrance, through its exercise of its rights under this Section 3.11 within sixty (60) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

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

Notwithstanding anything to the contrary in this Section 3.11, the City's right of first refusal shall not apply to any collateralization of the Development Property or Minimum Improvements to Owner's lender to allow Owner to borrow funds to construct the Minimum Improvements.

Section 3.12. Survival of Closing. All terms of this Agreement shall survive the Closing described in this Article III.

ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 4.1. Construction of Minimum Improvements.

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

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

c. Owner agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement, including but not limited to substantial conformance with the description and depictions in Exhibits A and A-1 attached hereto.

d. Owner agrees that it shall permit designated representatives of City, upon at least twenty-four (24) hours' notice to Owner (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 4.2. Construction Plans. A preliminary description and depictions of the Minimum Improvements are provided in Exhibit A and Exhibit A-1 attached hereto. Upon City's approval of the Construction Plans, as provided below, such approved Construction Plans shall automatically replace and supersede the preliminary description and depictions set forth in Exhibit A and Exhibit A-1. Owner shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by City as provided in this Section 4.2. The Construction Plans shall be in conformity with this Agreement, and all applicable State and local laws and regulations. Within thirty (30) days of Owner's provision of the Construction Plans to City, City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iii) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (iv) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant

to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by City with respect to any building, fire, zoning or other ordinances or regulations of City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official. If City does not approve of the Construction Plans, City shall, within thirty (30) days of City's receipt of the Construction Plans, provide Owner with written notice of City's non-acceptance, and such notice shall detail all reasons for City's non-acceptance. Upon receipt of City's written notice of non-acceptance, Owner shall revise the Construction Plans in accordance with City's comments and resubmit revised Construction Plans to City, and the approval process for the Construction Plans detailed in this Section 4.2 shall begin anew.

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

Approval of the Construction Plans by City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by City be deemed to constitute a waiver of any Event of Default.

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

Section 4.3. Certificate of Completion. Upon written request of Owner after issuance of a Certificate of Occupancy for the Minimum Improvements, City will furnish Owner with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit D attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Owner to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Owner's sole expense. If City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 4.3, City shall, within twenty (20) days after written request by Owner provide a written statement indicating in what respects Owner has failed to complete the Minimum Improvements, in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the reasonable opinion of City, for Owner to take or perform in order to obtain such Certificate of Completion. If Owner completes City's requested measures or acts

within ninety (90) days after receiving City's notice, City shall promptly issue a Certificate of Completion to Owner.

Section 4.4. Real Property Taxes. Owner or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by Owner as of the date such taxes become delinquent. Until Owner'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, Owner shall be solely responsible for all assessments and taxes. Owner and its successors agree that prior to the Termination Date 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.

Section 4.5 Property Tax Abatement. Owner shall be eligible to apply for tax abatement for the Minimum Improvements under the City's Urban Revitalization Plan, or any amendment thereto; provided, however, that the Project will only receive the tax exemption offered under the City's Urban Revitalization Plan if the Property otherwise qualifies under the terms of the Urban Revitalization Plan and tax exemption for the Project is approved pursuant to the applicable application process.

Section 4.6. Owner Completion Guarantee. By signing this Agreement, Owner hereby guarantees to City performance by Owner of all the terms and provisions of this Agreement pertaining to Owner's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Owner guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Owner shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of coverage or the payment of premiums on), insurance covering the Minimum Improvements owned by Owner, as is statutorily required and any additional insurance customarily carried by like enterprises engaged in like activities of comparable size and liability exposure.

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

d. Owner agrees to notify City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements owned by Owner or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Owner (as applicable to the specific policy), and Owner will forthwith repair, reconstruct, and restore the Minimum Improvements 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, Owner will apply the Net Proceeds of any insurance relating to such damage received by Owner to the payment or reimbursement of the costs thereof. Owner shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Owner for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF OWNER

Section 6.1. Maintenance of Properties. Owner will maintain, preserve, and keep the Development Property in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

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

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

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Owner 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. Owner shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

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

Section 6.6. Lease of Housing Units. Following an issuance of a Certificate of Occupancy for the Minimum Improvements, until the Termination Date, Owner agrees to lease the Minimum Improvements in a manner consistent with the terms of the Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, and the State Agreement.

Section 6.7. Annual Certification. To assist City in monitoring the Agreement and performance of Owner hereunder, a duly authorized officer of Owner shall annually provide to the City copies of any certifications or documentation filed by Owner with the State, City, or Omaha/Council Bluffs Interlocal HOME Consortium during that calendar year in compliance with the terms of the Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, or the State Agreement.

Section 6.8. Status of Owner; Transfer of Substantially All Assets; Assignment. As security for the obligations of Owner under this Agreement, Owner represents and agrees that, prior to the Termination Date, Owner will not dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or interest in this Agreement to any other party other than the holder of a First Mortgage unless: (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of Owner under this Agreement with respect to the portion of the Development Property being transferred; and (ii) City consents thereto in writing in advance thereof, which City shall not unreasonably withhold, delay or condition.

Section 6.9. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, Owner agrees that no portion of the Development Property or Minimum Improvements shall be used for a purpose that would exempt said portion of the Development Property from property tax liability. During the term of this Agreement, Owner agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VII. INTERLOCAL HOME AGREEMENT, INTERLOCAL HOME-ARP AGREEMENT, AND STATE AGREEMENT

Section 7.1. Conditions to City's Obligations. City's obligations under this Agreement are expressly conditioned upon Owner entering into and remaining in compliance with (a) the State Agreement; (b) the Interlocal HOME Agreement; and (c) the Interlocal HOME-ARP Agreement. Should Owner fail to satisfy any of these conditions, City shall have no obligation thereafter to convey the Development Property to Owner.

Section 7.2. Conditions to Owner's Obligations. City and Owner acknowledge and agree that Owner's obligations to acquire the Development Property and construct the Minimum Improvements thereon are expressly contingent upon Owner's receipt of Low-Income Housing Tax Credits pursuant to the State Agreement; at least a \$800,000 forgivable mortgage under the Interlocal HOME Agreement; and at least a \$700,000 forgivable mortgage under the Interlocal HOME-ARP Agreement for the construction and operation of the Minimum Improvements.

ARTICLE VIII. CITY IMPROVEMENTS

Section 8.1. City Improvements. Pursuant to the terms of the Original Agreement, the City completed the City Improvements in support of the Project. Owner recognizes and agrees that 21st Avenue shall continue to be owned and maintained by the City for the benefit of the general public; that all use thereof by Owner and its employees, customers and suppliers shall be on the same basis as the general public; and that Owner shall have no special legal entitlements or other rights not held by members of the general public with respect to ownership, maintenance or use of 21st Avenue.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Owner 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 Owner against City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements, or (iii) any hazardous substance or environmental contamination located in or on the Development Property occurring or arising subsequent to Closing.

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

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

Section 9.2. Indemnification for Related Agreements and Costs. Owner agrees to indemnify, defend, and hold harmless the Indemnified Parties from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the Interlocal HOME Agreement, Interlocal HOME-ARP Agreement, or State Agreement due all or in part to Owner's failure to perform under the Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, or State Agreement. Furthermore, Owner agrees to indemnify City for any repayment of funds that City is required to make due, all or in part, to Owner's failure to perform under this Agreement, the

Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, and/or State Agreement, including but not limited to any repayment of grant funds which City expends in connection with the Project.

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:

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

b. Failure by Owner to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, the Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, or the State Agreement;

c. Transfer of Owner’s interest in the Development Property or this Agreement in violation of the provisions of this Agreement;

d. Failure by Owner to pay ad valorem taxes on the Development Property or Minimum Improvements owned by Owner as of the date such taxes become delinquent;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, owned by Owner, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Owner shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Owner as bankrupt or either entity’s reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Owner or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Owner, and shall not be discharged within ninety (90) days after such appointment, or if Owner shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Owner in this Agreement, or made by Owner in any written statement or certification furnished by Owner 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, City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by City to Owner and to the holder of the First Mortgage (but only to the extent City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Owner does not provide assurances reasonably satisfactory to City that the Event of Default will be cured as soon as reasonably possible:

- a. City may suspend its performance under this Agreement until it receives assurances from Owner, deemed adequate by City, that Owner will cure its default and continue its performance under this Agreement;
- b. City may terminate this Agreement; and
- c. City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Owner, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 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. Whenever any Event of Default occurs and City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Owner herein contained, Owner agrees that it shall, on demand therefor, pay to City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by City in connection therewith.

Section 10.6. Default by City. In the event of the failure by City to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, Owner may, after the giving of thirty (30) days' written notice by Owner to City of the breach, but only if the breach has not been cured within said thirty (30) days, or if the breach cannot reasonably be cured within thirty (30) days and City does not provide assurances reasonably satisfactory to Owner that the breach will be cured as soon as reasonably possible, 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 City, as the case may be, under this Agreement.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Owner represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 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 Owner, is addressed or delivered personally to Spin Lofts, LLC at 509 Walker Street, Woodbine, IA 51579; Attn: Darin Smith, Manager; and
- b. In the case of City, is addressed to or delivered personally to the City of Council Bluffs at City Hall, 209 Pearl Street, Council Bluffs, IA 51503, Attn: Courtney Harter, Director Community Development Department;

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

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement, in substantially the form attached as Exhibit B, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by City by virtue hereof. City shall pay for the costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written, including but not limited to the Original Agreement and any exhibits thereto, with the express exception of the Interlocal HOME Agreement, the

Interlocal HOME-ARP Agreement, and the State Agreement, all 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 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the latest of: (a) January 31, 2025; (b) the termination of the right of first refusal contained in Section 3.11; (c) the termination date contained in the Interlocal HOME Agreement; or (d) the termination date contained in the Interlocal HOME-ARP Agreement, unless the Agreement is terminated earlier by the other terms of this Agreement.

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 landowner, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Owner has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

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

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2024, 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 Amended and Restated Purchase, Sale, and Development Agreement – City of Council Bluffs, Iowa]

SPIN LOFTS, LLC, an Iowa limited liability company

By: Spin Lofts Managing Member LLC,
an Iowa limited liability company

By: AI Investment, LLC a Nebraska
limited liability company, its Manager

By: _____
Darin Smith, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Darin Smith to me personally known, who, being by me duly sworn, did say that he is the Manager of AI Investment, LLC, the manager of Spin Lofts Managing Member, LLC, the manager of Spin Lofts, LLC and that said instrument was signed on behalf of said company; and that the said officers as such, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

Notary Public in and for said state

[Signature page to Amended and Restated Purchase, Sale, and Development Agreement – Spin Lofts, LLC]

EXHIBIT A
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of a 45 Housing Unit, multi-family apartment building, and related site improvements, to be constructed by Owner on the Development Property, consistent with approved plats and plans and the terms of the Agreement, including this Exhibit A and the diagrams in Exhibit A-1. The Housing Units shall include a combination of durable materials and transparency with an urban appearance with a mix of one-, two-, and three-bedrooms for low to moderate income families.

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

EXHIBIT A-1
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS
 (3 pages)

IFA SUBMITTAL

Site Plan



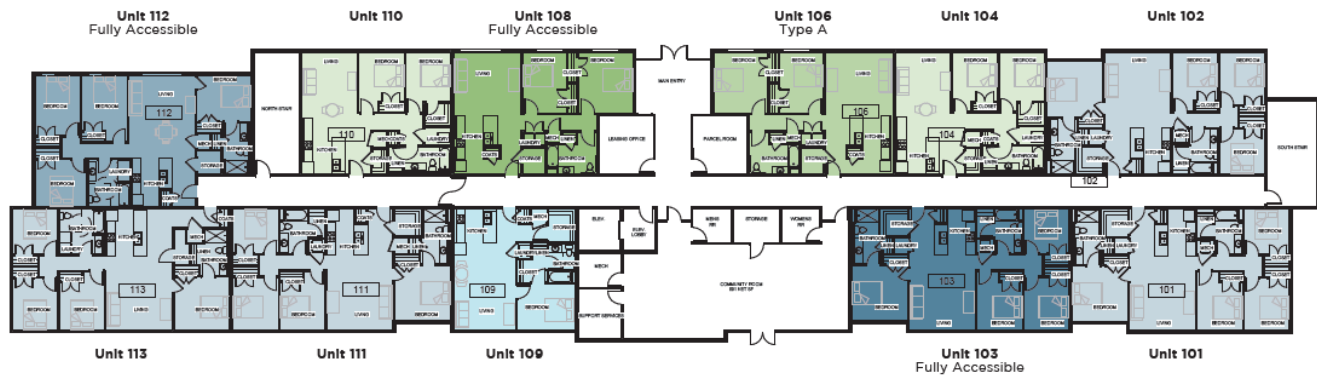
ALLEY POYNER MACCHJETTO ARCHITECTURE

SPIN LOFTS | S. 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2022.05.03 | 4

Exhibit A-2

Execution Version

Floor Plans



Ground Floor

Unit Mix:

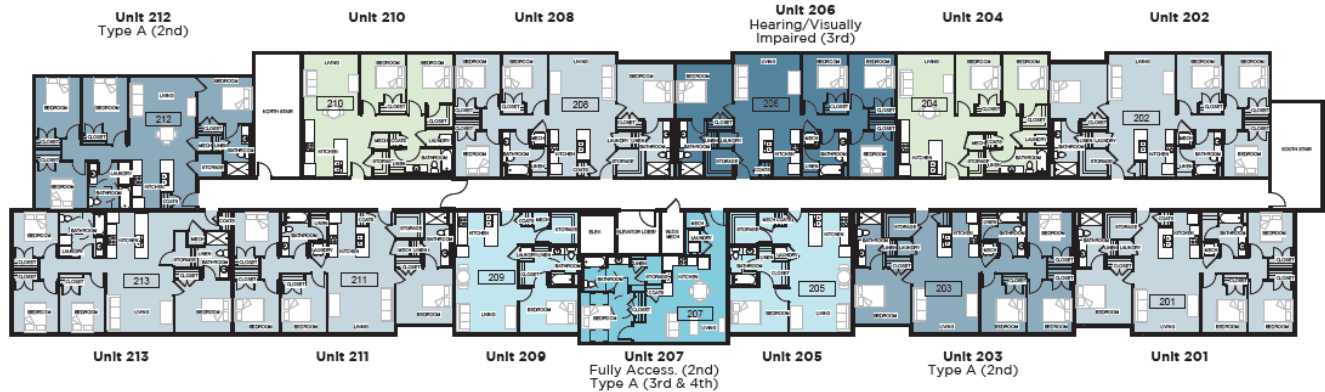
101	4-Bed	1187 SF	
102	4-Bed	1187 SF	
103	4-Bed	1187 SF	Fully Accessible
104	2-Bed	831 SF	
106	2-Bed	915 SF	Type A
108	2-Bed	915 SF	Fully Accessible
109	1-Bed	688 SF	
110	2-Bed	831 SF	
111	4-Bed	1187 SF	
112	4-Bed	1251 SF	Type A
113	4-Bed	1209 SF	

Total 11,388 SF

ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S. 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2022.05.03 | 5

Floor Plans



2nd-4th Floors

Unit Mix:

201	4-Bed	1187 SF	
202	4-Bed	1187 SF	
203	4-Bed	1187 SF	Type A on Second Floor
204	2-Bed	831 SF	
205	1-Bed	688 SF	
206	4-Bed	1180 SF	Hearing & Visually Impaired on Third Floor
207	1-Bed	665 SF	Fully Accessible on Second Floor Type A on Third & Fourth Floors
208	4-Bed	1180 SF	
209	1-Bed	688 SF	
210	2-Bed	831 SF	
211	4-Bed	1187 SF	
212	4-Bed	1251 SF	Type A on Second Floor
213	4-Bed	1209 SF	

Total 13,271 SF

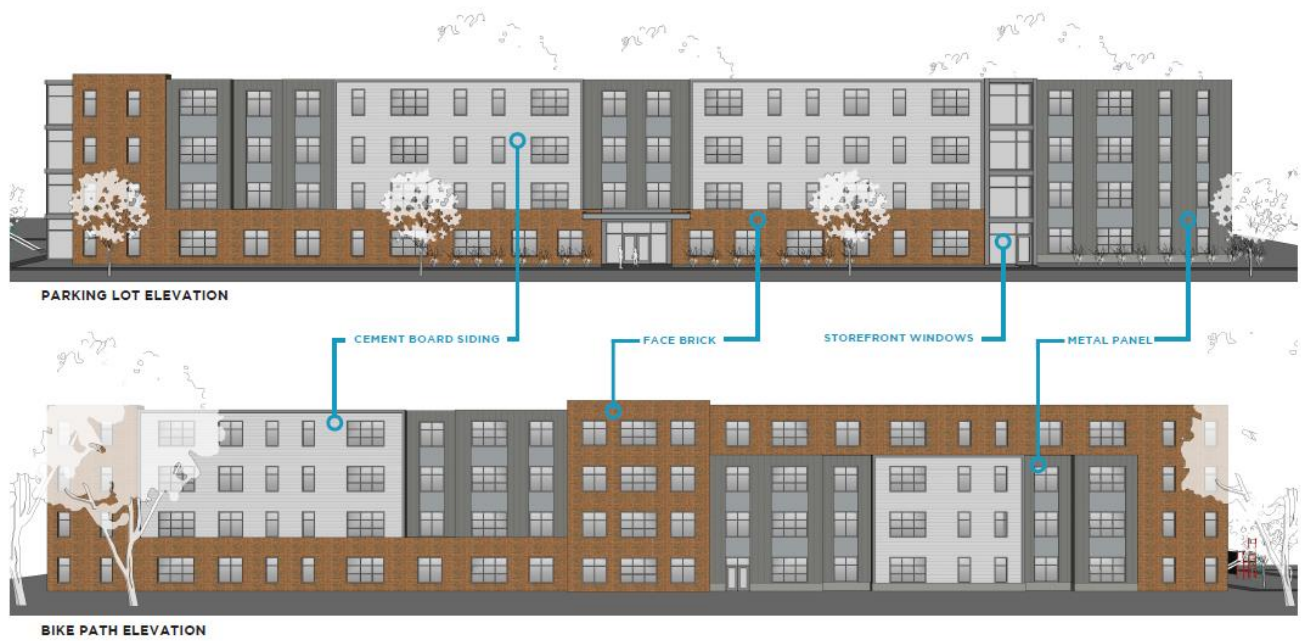
ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S. 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2022.05.03 | 6

Exhibit A-3

Execution Version

Exterior Elevations



ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S. 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2022.05.03 | 7

Exterior Views



ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S. 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2022.05.03 | 8

Exhibit A-4

Execution Version

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611

Return to: City of Council Bluffs, Iowa, City Hall, 209 Pearl Street, Council Bluffs, IA 51503, Attn: City Clerk

EXHIBIT B
MEMORANDUM OF AMENDED AND RESTATED PURCHASE, SALE, AND
DEVELOPMENT AGREEMENT

WHEREAS, the City of Council Bluffs, Iowa (“City”) and Spin Lofts, LLC, an Iowa limited liability company (“Owner”), did on or about the _____ day of _____, 2024, make, execute, and deliver an Amended and Restated Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Owner agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

A parcel of land being all of 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, more fully described as follows:

Beginning at the Northwest Corner of said Block 14; thence along the North line of said Block 14, South 89 Degrees 26 Minutes 40 Seconds East, 325.00 feet to a point on the West right-of-way line of South Expressway (Highway 192); thence along said West right-of-way line the following 7 courses:

- 1) South 44 Degrees 26 Minutes 36 Seconds East, 14.14 feet;
- 2) South 00 Degrees 33 Minutes 27 Seconds West, 4.00 feet;
- 3) South 24 Degrees 06 Minutes 55 Seconds East, 160.50 feet;
- 4) South 13 Degrees 28 Minutes 38 Seconds East, 12.37 feet;
- 5) South 15 Degrees 24 Minutes 17 Seconds East, 109.09 feet;
- 6) South 09 Degrees 44 Minutes 22 Seconds East, 55.91 feet;
- 7) South 08 Degrees 08 Minutes 37 Seconds East, 66.78 feet;

Exhibit B-1

Draft Version

- 8) South 00 Degrees 22 Minutes 12 Seconds West, 113.16 feet to a point on the Northeasterly right-of-way line of Wabash Trace;
thence along said Northeasterly right-of-way line the following 2 courses:
- 1) North 49 Degrees 26 Minutes 05 Seconds West, 177.48 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 41 Degrees 15 Minutes 44 Seconds East, 5759.58 feet;
 - 2) Northwesterly along said curve, through a central angle of 04 Degrees 04 Minutes 19 Seconds, 409.34 feet to a point on the West line of said Block 14; thence along said West line, North 00 Degrees 33 Minutes 27 Seconds East, 141.10 feet to the Point of Beginning. The above described parcels contain 126,653 square feet, more or less

(the “Development Property”); and

WHEREAS, the term of the Agreement shall commence on the ____ day of _____, 2024 and terminate on the Termination Date, as set forth in the Agreement;
and

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

WHEREAS, the City and Owner previously entered into a Purchase, Sale, and Development Agreement dated June 13, 2022 (“Original Agreement”), pursuant to which the Owner was to acquire the Development Property from the City by no later than August 1, 2023; and

WHEREAS, a Memorandum of Agreement with respect to the Original Agreement was previously recorded in the records of the Pottawattamie County Recorder at Book 2022, Page 8676; and

WHEREAS, certain conditions precedent to the Owner acquiring the Development Property pursuant to the terms of the Original Agreement were not satisfied, thereby causing the Original Agreement to automatically terminate pursuant to its terms; and

WHEREAS, Owner and the City intend for the Agreement to replace the Original Agreement in its entirety.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

Exhibit B-2

Draft Version

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

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

IN WITNESS WHEREOF, City and Owner have executed this Memorandum of Amended and Restated Purchase, Sale, and Development Agreement as of the ____ day of _____, 2024.

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

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2024, 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 Amended and Restated Purchase, Sale, and Development Agreement – City of Council Bluffs, Iowa]

SPIN LOFTS, LLC, an Iowa limited liability company

By: Spin Lofts Managing Member LLC,
an Iowa limited liability company

By: AI Investment, LLC a Nebraska
limited liability company, its Manager

By: _____
Darin Smith, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Darin Smith to me personally known, who, being by me duly sworn, did say that he is the Manager of AI Investment, LLC, the manager of Spin Lofts Managing Member, LLC, the manager of Spin Lofts, LLC and that said instrument was signed on behalf of said company; and that the said officers as such, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

Notary Public in and for said state

[Signature page to Memorandum of Amended and Restated Purchase, Sale, and Development Agreement – Spin Lofts, LLC]

Exhibit B-5

Draft Version

DRAFT – DO NOT SIGN UNTIL CLOSING

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

**EXHIBIT C
SPECIAL WARRANTY DEED**

For the consideration of \$100,000.00 and other valuable consideration, the **City of Council Bluffs, Iowa**, (“Grantor”) does hereby convey to **Spin Lofts, LLC**, an Iowa limited liability company (“Grantee”), the following described real estate in Pottawattamie County, Iowa:

A parcel of land being all of 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, more fully described as follows:

Beginning at the Northwest Corner of said Block 14; thence along the North line of said Block 14, South 89 Degrees 26 Minutes 40 Seconds East, 325.00 feet to a point on the West right-of-way line of South Expressway (Highway 192); thence along said West right-of-way line the following 7 courses:

- 1) South 44 Degrees 26 Minutes 36 Seconds East, 14.14 feet;
- 2) South 00 Degrees 33 Minutes 27 Seconds West, 4.00 feet;
- 3) South 24 Degrees 06 Minutes 55 Seconds East, 160.50 feet;
- 4) South 13 Degrees 28 Minutes 38 Seconds East, 12.37 feet;
- 5) South 15 Degrees 24 Minutes 17 Seconds East, 109.09 feet;
- 6) South 09 Degrees 44 Minutes 22 Seconds East, 55.91 feet;
- 7) South 08 Degrees 08 Minutes 37 Seconds East, 66.78 feet;
- 8) South 00 Degrees 22 Minutes 12 Seconds West, 113.16 feet to a point on the Northeasterly right-of-way line of Wabash Trace;

thence along said Northeasterly right-of-way line the following 2 courses:

- 1) North 49 Degrees 26 Minutes 05 Seconds West, 177.48 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 41 Degrees 15 Minutes 44 Seconds East, 5759.58 feet;
- 2) Northwesterly along said curve, through a central angle of 04 Degrees 04 Minutes 19 Seconds, 409.34 feet to a point on the West line of said Block 14; thence along said West line, North 00 Degrees 33 Minutes 27 Seconds East, 141.10 feet to the Point of Beginning.

Exhibit C-1

Draft Version

The above described parcels contain 126,653 square feet, more or less

This Deed is subject to all the terms, provisions, covenants, conditions, and restrictions contained in the Amended and Restated Purchase, Sale, and Development Agreement by and between Grantor and Grantee dated _____, 2024 (“Agreement”), including use restrictions and a right of first refusal held by Grantor more particularly described in the Agreement and below. The Agreement is incorporated herein by reference and is on file for public inspection at the office of the City Clerk of the Grantor.

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

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

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

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

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

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

Dated: _____

Exhibit C-2

Draft Version

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

DRAFT – DO NOT SIGN UNTIL CLOSING

By: _____
Matt Walsh, Mayor

ATTEST:

DRAFT – DO NOT SIGN UNTIL CLOSING

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

Notary Public in and for the State of Iowa

[Signature page to Special Warranty Deed]

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the City of Council Bluffs, Iowa (“City”) and Spin Lofts, LLC, an Iowa limited liability company (“Owner”), did on or about the _____ day of _____, 2024, make, execute, and deliver an Amended and Restated Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Owner agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within City and as more particularly described as follows:

A parcel of land being all of 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, more fully described as follows:

Beginning at the Northwest Corner of said Block 14; thence along the North line of said Block 14, South 89 Degrees 26 Minutes 40 Seconds East, 325.00 feet to a point on the West right-of-way line of South Expressway (Highway 192); thence along said West right-of-way line the following 7 courses:

- 1) South 44 Degrees 26 Minutes 36 Seconds East, 14.14 feet;
 - 2) South 00 Degrees 33 Minutes 27 Seconds West, 4.00 feet;
 - 3) South 24 Degrees 06 Minutes 55 Seconds East, 160.50 feet;
 - 4) South 13 Degrees 28 Minutes 38 Seconds East, 12.37 feet;
 - 5) South 15 Degrees 24 Minutes 17 Seconds East, 109.09 feet;
 - 6) South 09 Degrees 44 Minutes 22 Seconds East, 55.91 feet;
 - 7) South 08 Degrees 08 Minutes 37 Seconds East, 66.78 feet;
 - 8) South 00 Degrees 22 Minutes 12 Seconds West, 113.16 feet to a point on the Northeasterly right-of-way line of Wabash Trace;
- thence along said Northeasterly right-of-way line the following 2 courses:

- 1) North 49 Degrees 26 Minutes 05 Seconds West, 177.48 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 41 Degrees 15 Minutes 44 Seconds East, 5759.58 feet;
 - 2) Northwesterly along said curve, through a central angle of 04 Degrees 04 Minutes 19 Seconds, 409.34 feet to a point on the West line of said Block 14; thence along said West line, North 00 Degrees 33 Minutes 27 Seconds East, 141.10 feet to the Point of Beginning.
- The above described parcels contain 126,653 square feet, more or less

(the “Development Property”); and

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

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

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

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

[Signature page follows]

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

DRAFT – DO NOT SIGN UNTIL IMPROVEMENTS COMPLETE

By: _____
Matt Walsh, Mayor

ATTEST:

DRAFT – DO NOT SIGN UNTIL IMPROVEMENTS COMPLETE

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

Notary Public in and for the State of Iowa

[Signature page to Certification of Completion]

EXHIBIT E

INTERLOCAL HOME AGREEMENT

EXHIBIT F

INTERLOCAL HOME-ARP AGREEMENT

02311652\10342-177

(One publication required)

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA,
ON THE MATTER OF THE PROPOSAL TO CONVEY REAL
PROPERTY TO SPIN LOFTS, LLC, AND THE HEARING
THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on March 25, 2024, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to convey real property to Spin Lofts, LLC (the "Developer") under the terms of a proposed Amended and Restated Purchase, Sale and Development Agreement (the "Agreement").

The property ("Development Property") is legally described as:

A parcel of land being all of 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, more fully described as follows:

Beginning at the Northwest Corner of said Block 14; thence along the North line of said Block 14, South 89 Degrees 26 Minutes 40 Seconds East, 325.00 feet to a point on the West right-of-way line of South Expressway (Highway 192); thence along said West right-of-way line the following 7 courses:

- 1) South 44 Degrees 26 Minutes 36 Seconds East, 14.14 feet;
- 2) South 00 Degrees 33 Minutes 27 Seconds West, 4.00 feet;
- 3) South 24 Degrees 06 Minutes 55 Seconds East, 160.50 feet;
- 4) South 13 Degrees 28 Minutes 38 Seconds East, 12.37 feet;
- 5) South 15 Degrees 24 Minutes 17 Seconds East, 109.09 feet;
- 6) South 09 Degrees 44 Minutes 22 Seconds East, 55.91 feet;
- 7) South 08 Degrees 08 Minutes 37 Seconds East, 66.78 feet;
- 8) South 00 Degrees 22 Minutes 12 Seconds West, 113.16 feet to a point on the Northeasterly right-of-way line of Wabash Trace;

thence along said Northeasterly right-of-way line the following 2 courses:

- 1) North 49 Degrees 26 Minutes 05 Seconds West, 177.48 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 41 Degrees 15 Minutes 44 Seconds East, 5759.58 feet;
- 2) Northwesterly along said curve, through a central angle of 04 Degrees 04 Minutes 19 Seconds, 409.34 feet to a point on the West line of said Block 14; thence along said West line, North 00 Degrees 33 Minutes 27 Seconds East, 141.10 feet to the Point of Beginning. The above described parcels contain 126,653 square feet, more or less.

The Agreement would replace a Purchase, Sale, and Development Agreement previously entered into by and between the City and Developer on June 13, 2022 (the "Original Agreement"), and provides that the City would convey the Development Property to the Developer for the purchase price of \$100,000 and the Developer would construct certain Minimum Improvements (including Housing Units) on the Development Property. The Developer would also enter into an Interlocal HOME Agreement with the City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Developer's receipt of a forgivable mortgage of \$800,000 in connection with the Project; and an Interlocal HOME-ARP Agreement with the City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Developer's receipt of a forgivable mortgage of \$700,000 in connection with the Project.

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

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

This notice is given by order of the City Council of the City of Council Bluffs in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this _____ day of _____, 2024.

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

(End of Notice)

02315956\10342-177

RESOLUTION 24-74

ITEM TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

March 11, 2024

7:00 P.M.

- Resolution fixing date for a public hearing on the proposal to convey real property to Spin Lofts, LLC

IMPORTANT INFORMATION

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

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

March 11, 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 _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO CONVEY REAL PROPERTY TO SPIN LOFTS, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. 24-74

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE
PROPOSAL TO CONVEY REAL PROPERTY TO SPIN LOFTS, LLC, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City of Council Bluffs, Iowa ("City") and Spin Lofts, LLC ("Developer") entered into an Agreement for Private Development on June 13, 2022 ("Original Agreement") in which the Developer was to acquire certain property from the City, which property is legally described as follows:

A parcel of land being all of 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, more fully described as follows:

Beginning at the Northwest Corner of said Block 14; thence along the North line of said Block 14, South 89 Degrees 26 Minutes 40 Seconds East, 325.00 feet to a point on the West right-of-way line of South Expressway (Highway 192); thence along said West right-of-way line the following 7 courses:

- 1) South 44 Degrees 26 Minutes 36 Seconds East, 14.14 feet;
- 2) South 00 Degrees 33 Minutes 27 Seconds West, 4.00 feet;
- 3) South 24 Degrees 06 Minutes 55 Seconds East, 160.50 feet;
- 4) South 13 Degrees 28 Minutes 38 Seconds East, 12.37 feet;
- 5) South 15 Degrees 24 Minutes 17 Seconds East, 109.09 feet;
- 6) South 09 Degrees 44 Minutes 22 Seconds East, 55.91 feet;
- 7) South 08 Degrees 08 Minutes 37 Seconds East, 66.78 feet;
- 8) South 00 Degrees 22 Minutes 12 Seconds West, 113.16 feet to a point on the Northeasterly right-of-way line of Wabash Trace;

thence along said Northeasterly right-of-way line the following 2 courses:

- 1) North 49 Degrees 26 Minutes 05 Seconds West, 177.48 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 41 Degrees 15 Minutes 44 Seconds East, 5759.58 feet;
- 2) Northwesterly along said curve, through a central angle of 04 Degrees 04 Minutes 19 Seconds, 409.34 feet to a point on the West line of said Block 14; thence along said West line, North 00 Degrees 33 Minutes 27 Seconds East, 141.10 feet to the Point of Beginning. The above described parcels contain 126,653 square feet, more or less

(the "Development Property"); and

WHEREAS, pursuant to the terms of the Original Agreement, the City was to convey the Development Property to the Developer for \$100,000, and other consideration described in the Original Agreement and the Developer was to cause certain Minimum Improvements, including a

50 Housing Unit, multi-family apartment building, together with all related site improvements, to be constructed on the Development Property; and

WHEREAS, certain conditions precedent to the Developer acquiring the Development Property pursuant to the terms of the Original Agreement were not satisfied, thereby causing the Original Agreement to automatically terminate pursuant to its terms; and

WHEREAS, the City has received a proposal from the Developer in the form of an Amended and Restated Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and the Developer, which would replace the Original Agreement and provides that the City would convey the Development Property to the Developer for the purchase price of \$100,000 and the Developer would construct certain Minimum Improvements (including Housing Units) on the Development Property; and

WHEREAS, it is appropriate pursuant to Iowa Code Section 364.7 to publish a Notice of the proposed conveyance of the Development Property and the hearing thereon, and to receive and consider objections and petitions.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M. on March 25, 2024, for the purpose of taking action on the proposal to convey real property to Spin Lofts, LLC pursuant to the terms of a proposed Amended and Restated Purchase, Sale, and Development Agreement.

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

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

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA,
ON THE MATTER OF THE PROPOSAL TO CONVEY REAL
PROPERTY TO SPIN LOFTS, LLC, AND THE HEARING
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on March 25, 2024, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to convey real property to Spin Lofts, LLC (the "Developer") under the terms of a proposed Amended and Restated Purchase, Sale and Development Agreement (the "Agreement").

The property ("Development Property") is legally described as:

A parcel of land being all of 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, more fully described as follows:

Beginning at the Northwest Corner of said Block 14; thence along the North line of said Block 14, South 89 Degrees 26 Minutes 40 Seconds East, 325.00 feet to a point on the West right-of-way line of South Expressway (Highway 192); thence along said West right-of-way line the following 7 courses:

- 1) South 44 Degrees 26 Minutes 36 Seconds East, 14.14 feet;
- 2) South 00 Degrees 33 Minutes 27 Seconds West, 4.00 feet;
- 3) South 24 Degrees 06 Minutes 55 Seconds East, 160.50 feet;
- 4) South 13 Degrees 28 Minutes 38 Seconds East, 12.37 feet;
- 5) South 15 Degrees 24 Minutes 17 Seconds East, 109.09 feet;
- 6) South 09 Degrees 44 Minutes 22 Seconds East, 55.91 feet;
- 7) South 08 Degrees 08 Minutes 37 Seconds East, 66.78 feet;
- 8) South 00 Degrees 22 Minutes 12 Seconds West, 113.16 feet to a point on the Northeasterly right-of-way line of Wabash Trace;

thence along said Northeasterly right-of-way line the following 2 courses:

- 1) North 49 Degrees 26 Minutes 05 Seconds West, 177.48 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 41 Degrees 15 Minutes 44 Seconds East, 5759.58 feet;
- 2) Northwesterly along said curve, through a central angle of 04 Degrees 04 Minutes 19 Seconds, 409.34 feet to a point on the West line of said Block 14; thence along said West line, North 00 Degrees 33 Minutes 27 Seconds East, 141.10 feet to the Point of Beginning. The above described parcels contain 126,653 square feet, more or less.

The Agreement would replace a Purchase, Sale, and Development Agreement previously entered into by and between the City and Developer on June 13, 2022 (the "Original Agreement"), and provides that the City would convey the Development Property to the Developer for the purchase price of \$100,000 and the Developer would construct certain Minimum Improvements (including Housing Units) on the Development Property. The Developer would also enter into an Interlocal HOME Agreement with the City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Developer's receipt of a forgivable mortgage of \$800,000 in connection with the Project; and an Interlocal HOME-ARP Agreement with the City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Developer's receipt of a forgivable mortgage of \$700,000 in connection with the Project.

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

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

This notice is given by order of the City Council of the City of Council Bluffs in the State of Iowa, as provided by Section 364.7 of the City Code of Iowa.

Dated this _____ day of _____, 2024.

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

(End of Notice)

PASSED AND APPROVED this 11th day of March, 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 12th day of March, 2024.

City Clerk, City of Council Bluffs, State of
Iowa

(SEAL)

Council Communication

Department: Community

Development

Case/Project No.: OTB-24-005

Submitted by: Moises Monrroy,

Planner

Resolution 24-75

ITEM 3.G.

Council Action: 3/11/2024

Description

Resolution of intent to dispose of and setting a public hearing for March 25, 2024 at 7:00 p.m. for City property described as the east 29 1/3 feet of Lot 19 and the west 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition. Location: the property formerly addressed as 2914 8th Avenue. OTB-24-005

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/1/2024
Attachment A: Zoning/Location Case Map	Map	3/1/2024
Notice of Public Hearing	Notice	3/1/2024
Resolution 24-75	Resolution	3/6/2024

City Council Communication

Department: Community Development CASE #OTB-24-005 Applicant: The 712 Initiative 1228 South Main Street Council Bluffs, IA 51503	Reso. of Intent No. _____ Reso. to dispose No. _____	Set Public Hearing: 3/11/2025 Public Hearing: 3/25/2025						
Subject/Title								
<p>Request: Set public hearing on the request of The 712 Initiative to purchase City owned property legally described as the East 29 1/3 feet of Lot 19 and the West 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition, City of Council Bluffs, Pottawattamie County, Iowa. The property was formerly addressed at 2914 8th Avenue.</p>								
Background/Discussion								
<p>The City has received an offer from The 712 Initiative to purchase the property described above. The property is classified as ‘transitional dispose’ and ‘buildable.’ The subject property was acquired by the City of Council Bluffs in January of 2023 via a 657a Petition through the Iowa District Courts. There is an existing single-family residential structure on the subject property which is currently boarded up. As is stated in the adopted <i>Inventory and Disposal Policy for Surplus City Property</i>, the property would not be eligible for a forgivable mortgage as it has not been actively marketed on the Surplus Property list for more than the required 24 months.</p> <p>The City typically acquires property via a 657a Petition when a residential structure falls into disrepair and becomes uninhabitable. Once the property is acquired, the City demolishes the structure and sells it to an interested party so they may build a new residential structure. In this instance, the applicant wishes to acquire the subject property in its existing condition in order to rehab the single-family dwelling structure as part of the 712 Housing Revitalization Program. Once renovations are completed, the applicant intends to sell the single-family dwelling for owner occupancy.</p> <p>According to the <i>Inventory and Disposal Policy for Surplus City Property</i>, adopted by City Council on April 23, 2018, the property should be priced at the most recent assessed value, which on this property would be \$60,900.00. The applicant has offered 10% of the assessed value (\$6,090.00) to purchase the property as improvements to rehabilitate the single-family dwelling would cost approximately \$100,000.00. The Community Development Department finds the applicant’s offer acceptable as the City would not have to incur the cost to demolish the single-family dwelling structure at this site. The applicant has submitted a \$6,090.00 down payment.</p> <p>The following costs have been incurred on the subject property:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Planning and Code Compliance Division: Nuisance removal:</td> <td style="text-align: right;">\$ 9,336.00</td> </tr> <tr> <td>Permits and Inspections Division: Board-up:</td> <td style="text-align: right;">\$ 1,022.00</td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$ 10,358.00</td> </tr> </table>			Planning and Code Compliance Division: Nuisance removal:	\$ 9,336.00	Permits and Inspections Division: Board-up:	\$ 1,022.00	Total	\$ 10,358.00
Planning and Code Compliance Division: Nuisance removal:	\$ 9,336.00							
Permits and Inspections Division: Board-up:	\$ 1,022.00							
Total	\$ 10,358.00							
Recommendation								
<p>The Community Development Department recommends setting a public hearing on the disposal of the property legally described as the East 29 1/3 feet of Lot 19 and the West 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition, City of Council Bluffs, Pottawattamie County, Iowa, on the March 25, 2024 City Council Meeting.</p>								

Attachments

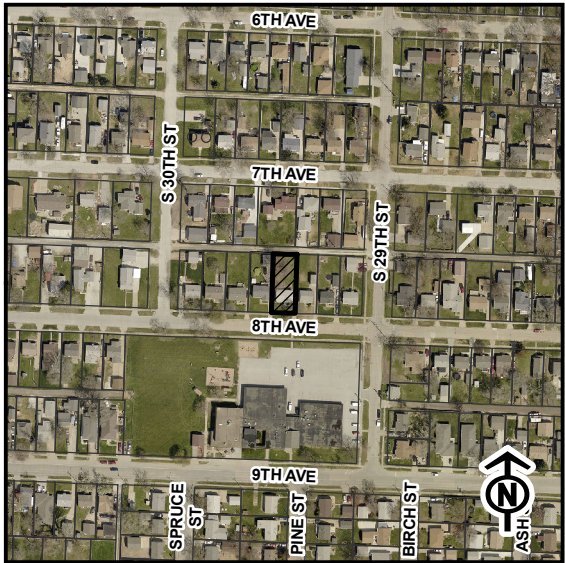
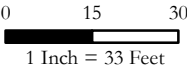
Attachment A: Zoning/Location Case Map
--

Prepared by: Moises Monrroy, Planner

CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS
CASES #OTB-24-005 LOCATION/ZONING MAP

Legend

 Subject Property



Last Amended: 02/28/2024



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.



**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 of The 712 Initiative to dispose of property described as the East 29 1/3 feet of Lot 19 and the West 21 2/3 feet of Lot 20, all in Block 23, Omaha 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 25th 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

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

RESOLUTION NO. 24-75

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY DESCRIBED AS THE EAST 29 1/3 FEET OF LOT 19 AND THE WEST 21 2/3 FEET OF LOT 20, ALL IN BLOCK 23, OMAHA ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has received an offer from The 712 Initiative to purchase City owned property legally described as the East 29 1/3 feet of Lot 19 and the West 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition, City of Council Bluffs, Pottawattamie County, Iowa.

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

That the City does hereby express its intent to dispose of City owned property legally described as the East 29 1/3 feet of Lot 19 and the West 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for March 25, 2024 at 7:00 p.m.

ADOPTED
AND
APPROVED

March 11, 2024.

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Boards/Commissions
ITEM 3.H.

Council Action: 3/11/2024

Description

Historic Preservation Commission

Background/Discussion

Appoint Jon Barnes to serve the remainder of Roxanne Johnson's term expiring on 12/31/2024:

Jon Barnes
6 Lakewood Villa
Council Bluffs, IA 51501

Recommendation

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION

Palo Holdings LLC c/o Stearns Bank NA as Custodian

NO
FILE

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

Robert K. Hatterman and Ruth A. Hatterman Trust 2015 8607 Decatur St. Omaha, NE 68114 - Owner
Robert K. Hatterman 8607 Decatur St. Omaha, NE 68114 - Owner
Ruth A. Hatterman 8607 Decatur St. Omaha, NE 68114 - Owner
City of Council Bluffs c/o City Clerk 209 Pearl St. Council Bluffs, IA 51503 - City Clerk
Pottawattamie Cty Treasurer 227 S 6th St. Council Bluffs, IA 51501 - County Treasurer
Pottawattamie Cty Auditor 227 S 6th St. Council Bluffs, IA 51501 - County Auditor
Pottawattamie Cty Attorney 227 S 6th St. Council Bluffs, IA 51501 - Judgments/Liens
Iowa Attorney General 1305 E. Walnut St. #102 Des Moines, IA 50319 - Judgments/Liens
ANY OTHER UNKNOWN PERSONS WITH INTEREST

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 6/21/2021, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

Mill Addition PT O/L 4 60x203 W of 18, Council Bluffs, Pottawattamie County, Iowa a/k/a PARCEL # 754425338009 a/k/a N/A a/k/a Cert No. 21-0466

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, which a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County to Palo Holdings LLC c/o Stearns Bank NA as Custodian pursuant to said tax sale, which certificate is now lawfully held and owned by Palo Holdings LLC c/o Stearns Bank NA as Custodian, and 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.

Palo Holdings LLC c/o Stearns Bank NA as Custodian

By: _____

Mike Klemme (Member)
PO Box 506
Le Mars, Iowa 51031

Action by Council:

Receive & File:

Date: 3-11-24

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION

Nashua Holdings LLC c/o Stearns Bank NA as Custodian

**8
3
1
2**

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

James J. Petersen 21532 Eastman Rd Glenwood, IA 51534 - Owner
City of Council Bluffs c/o City Clerk 209 Pearl St. Council Bluffs, IA 51503 - City Clerk
Pottawattamie Cty Treasurer 227 S 6th St. Council Bluffs, IA 51501 - County Treasurer
Pottawattamie Cty Auditor 227 S 6th St. Council Bluffs, IA 51501 - County Auditor
Pottawattamie Cty Attorney 227 S 6th St. Council Bluffs, IA 51501 - Judgments/Liens
Iowa Attorney General 1305 E. Walnut St. #102 Des Moines, IA 50319 - Judgments/Liens
ANY OTHER UNKNOWN PERSONS WITH INTEREST


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 6/21/2021, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

Lot 5, Hillcrest Annex, Council Bluffs, Pottawattamie County, Iowa a/k/a PARCEL # 754425232023 a/k/a N/A a/k/a Cert No. 21-0465

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, which a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County to Nashua Holdings LLC c/o Stearns Bank NA as Custodian pursuant to said tax sale, which certificate is now lawfully held and owned by Nashua Holdings LLC c/o Stearns Bank NA as Custodian, and 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.

Nashua Holdings LLC c/o Stearns Bank NA as Custodian

By: 
Mike Klemme (Member)
PO Box 506
Le Mars, Iowa 51031

Action by Council:

Receive & File:

Date: 8-11-24

Council Communication

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

Claims
ITEM 3.J.

Council Action: 3/11/2024

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Claims	Other	3/4/2024

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-2223

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Tyler D. Olderoq

ADDRESS: [REDACTED]

DAY PHONE: [REDACTED]

DOB: [REDACTED]

DATE & TIME OF LOSS/ACCIDENT: 1-25-24 1:00 PM

LOCATION OF LOSS/ACCIDENT: Simms Ave and Sunny Ridge Drive

DESCRIPTION OF LOSS/ACCIDENT: I was traveling South on Simms and ran over the large pothole. Immediately my tire pressure monitor went off and I pulled into the Dillman Place Apts parking lot. My tire was flat. When I changed my tire I noticed the inside of the rim got bent.

(USE BACK OF FORM, IF NECESSARY) →

TOTAL DAMAGES CLAIMED: \$ 310.30

WITNESS(ES) (Name(s), Address(es), Phone No(s)): N/A

WAS POLICE REPORT FILED YES ☒ NO

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

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 Above)

Receipt for new wheel (Rim), Estimate and Photos Included

LIST INSURANCE PROVIDER AND COVERAGE: Progressive Insurance - no coverage for this

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

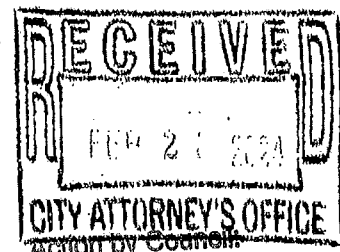
DATE: 2-26-24

CLAIMANT'S SIGNATURE: Tyler D. Olderoq

PM 12:32

26 FEB 24

CERK RCD



Receive & File:

Date: 3-11-24

NOTICE OF CLAIM/LOSS

CLAIM NO: d4-PD-2222

NAME OF CLAIMANT: Copper Creek Apartments

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

DOB: n/aDATE & TIME OF LOSS/ACCIDENT: 2-25-24 7:32pm.LOCATION OF LOSS/ACCIDENT: 2704 E. Kanesville Blvd. #56DESCRIPTION OF LOSS/ACCIDENT: Apartment door & dead bolt damaged by Police kicking in the door to gain entry into Apartment #56

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 233.25 (Door & Lock) \$ 50.00 (Maintenance Labor)

WITNESS(ES) (Name(s), Address(es), Phone No(s)).

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: Door, Dead bolt Lock - will attach photo's to e-mailLIST INSURANCE PROVIDER AND COVERAGE: No insurance claim - Purchased out of pocket door & lock

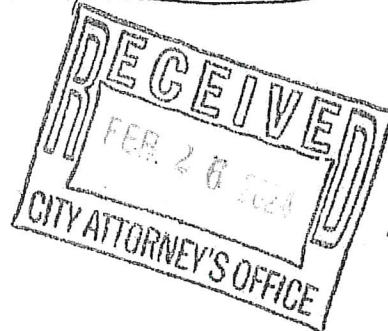
I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

2-26-24

DATE

CLAIMANT'S SIGNATURE



Action by Council:

Receive & File:

Date: 3-11-24

Council Communication

Department: City Clerk
Case/Project No.: ZT-24-001
Submitted by: Moises Monrroy,
Planner

Ordinance 6597
ITEM 5.A.

Council Action: 3/11/2024

Description

Ordinance to amend Chapter 15.09 R-2/Two-Family Residential District of the Municipal Code (zoning ordinance) 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: City Clerk
Case/Project No.: ZC-23-015
Submitted by: Christopher N.
Gibbons, AICP, Planning Manager

Ordinance 6598
ITEM 5.B.

Council Action: 3/11/2024

Description

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 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.

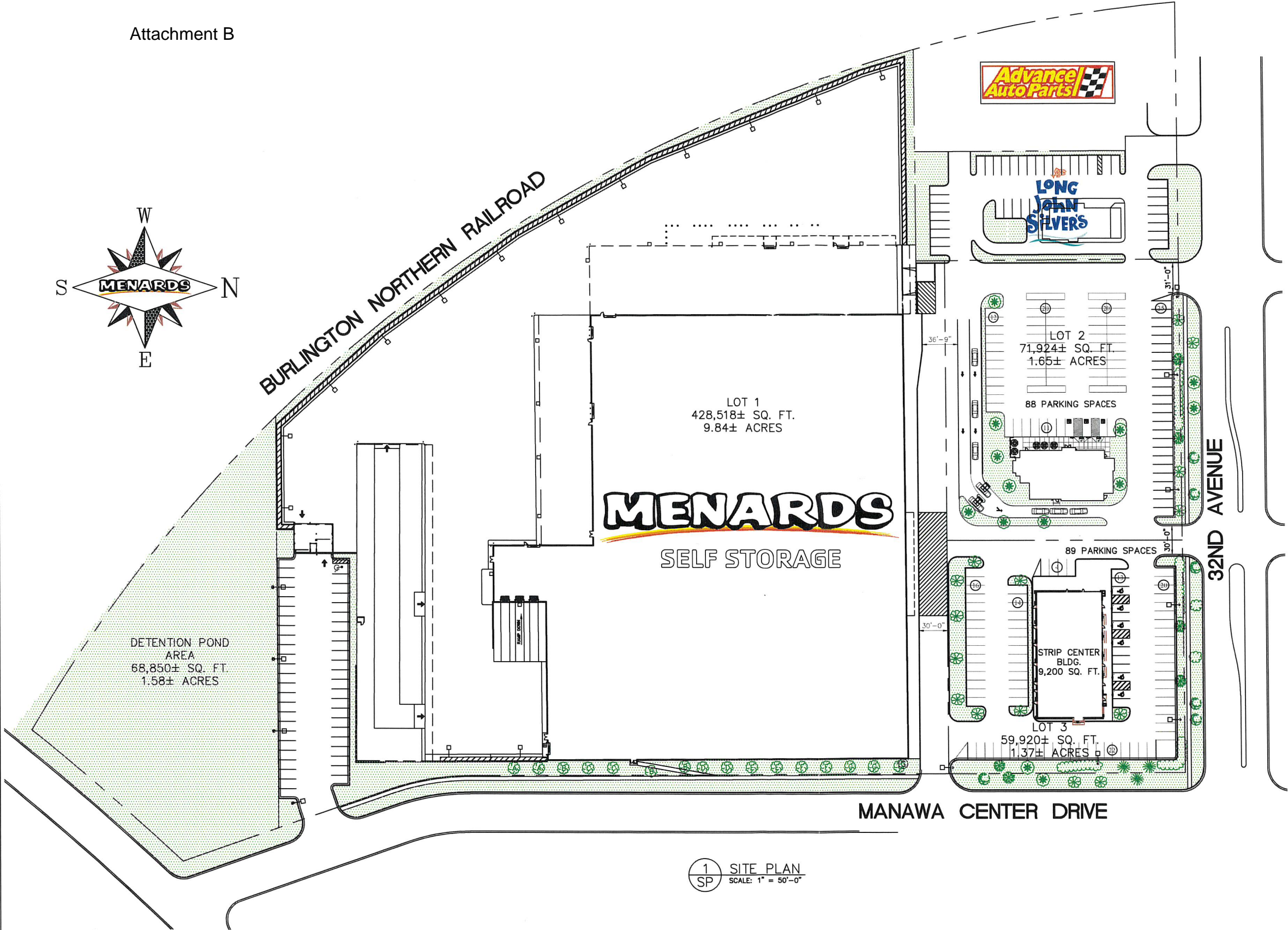
This project will do just that. It will result in the removal of a large parking field, putting the land to more productive uses as commercial outlots. Being over 3 acres, multiple new outlots will become available, each large enough to provide flexibility for the end user. The new commercial development 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.



1 SITE PLAN
SP SCALE: 1" = 50'-0"

MENARDS.			PROJECT TITLE		R24
EAU CLAIRE, WISCONSIN			COUNCIL BLUFFS, IA		
SCALE AS NOTED			SHEET TITLE		
DRAWN BY KWK			SITE PLAN		
DATE 09-15-23			CAD DWG NAME		
REVISIONS			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



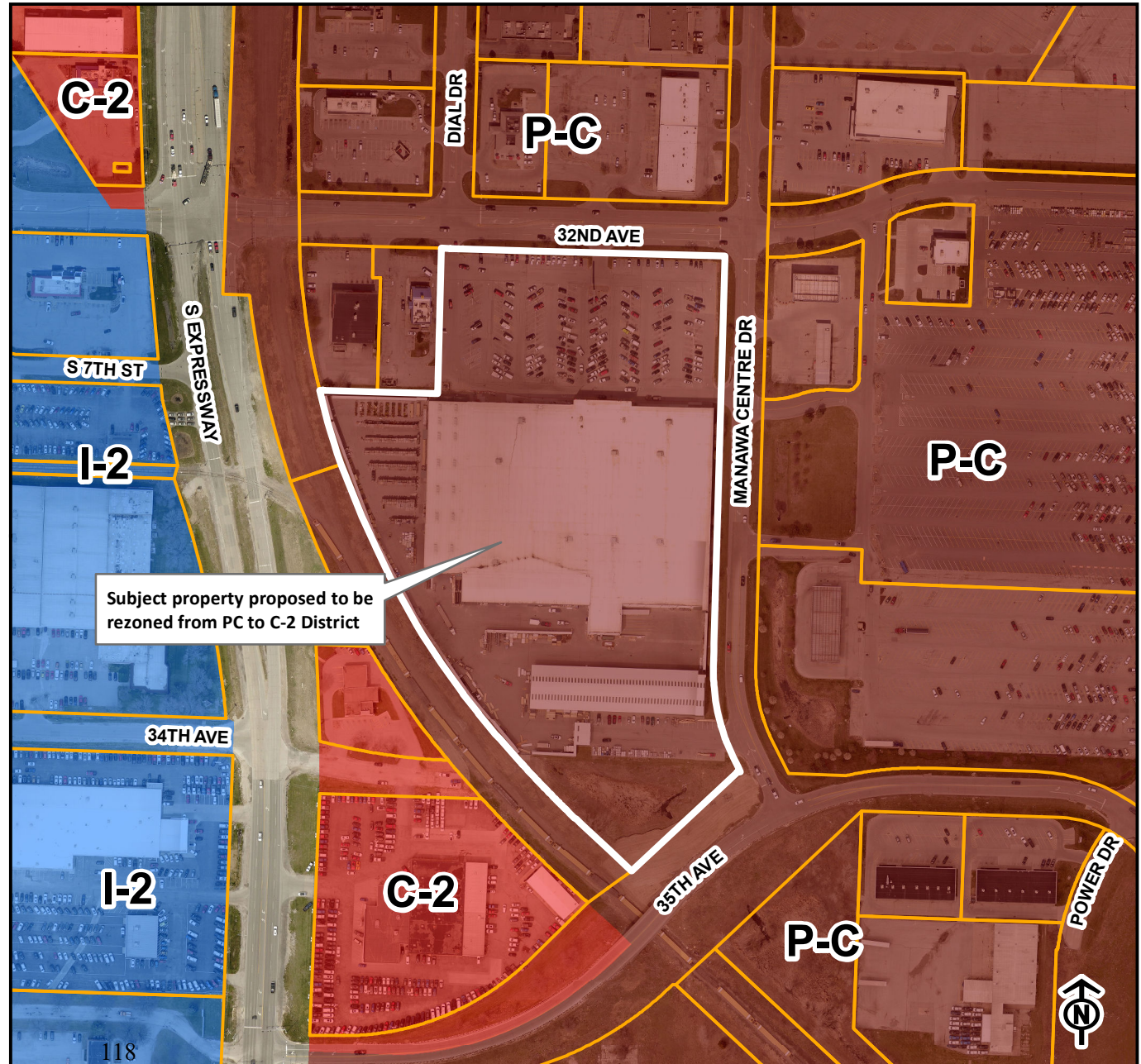
Last Amended: 12/14/2023



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: City Clerk
Case/Project No.: ZC-24-001 &
PR-21-001
Submitted by: Christopher N.
Gibbons, AICP, Planning Manager

Ordinance 6599
ITEM 5.C.

Council Action: 3/11/2024

Description

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 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>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>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



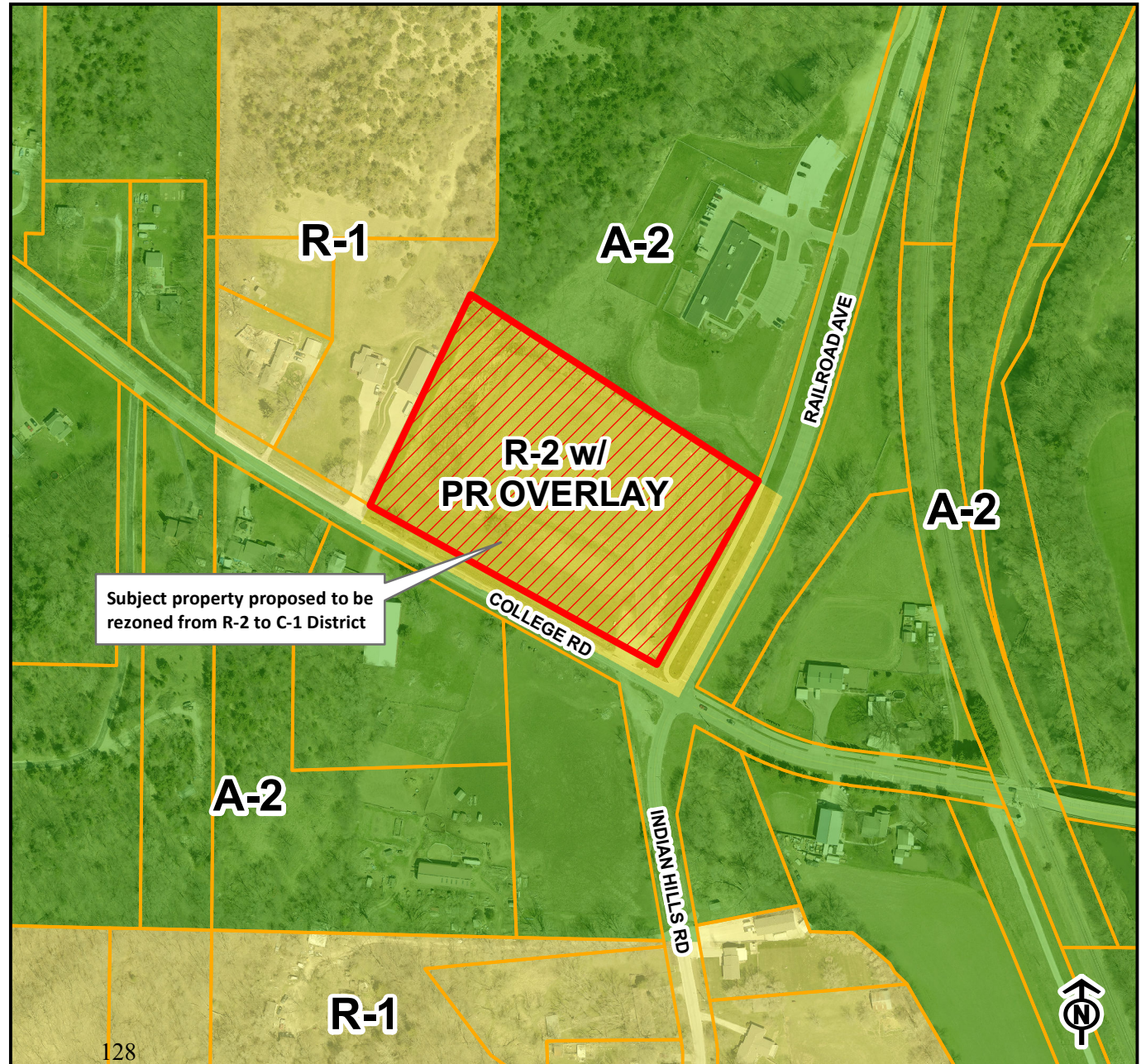
Last Amended: 1/23/2024



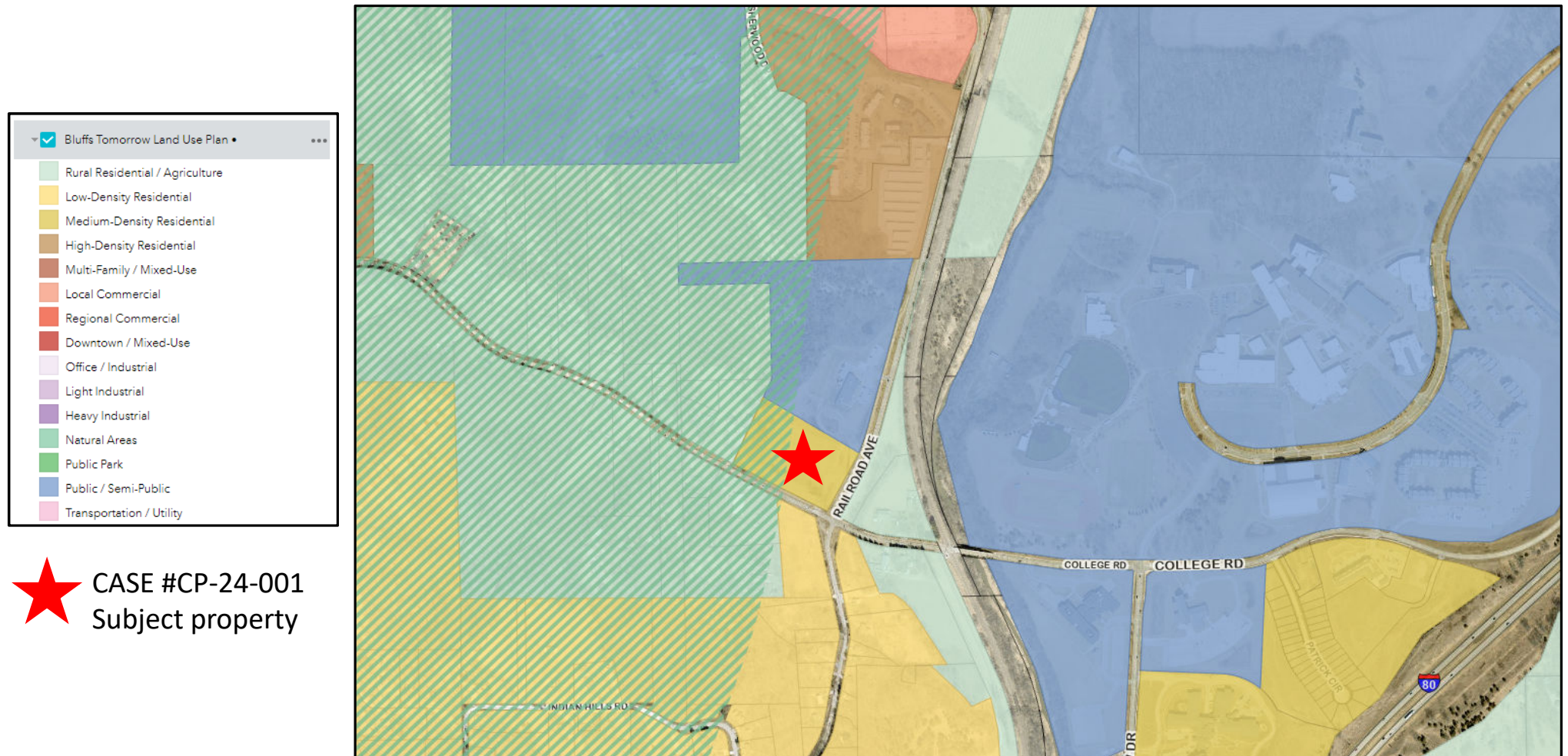
Council Bluffs Community
Development Department
209 Pearl Street
Council Bluffs, IA 51503
Telephone: (712) 890-5350

DISCLAIMER

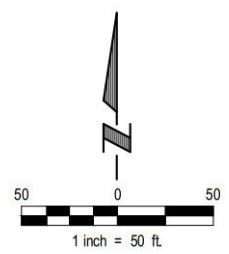
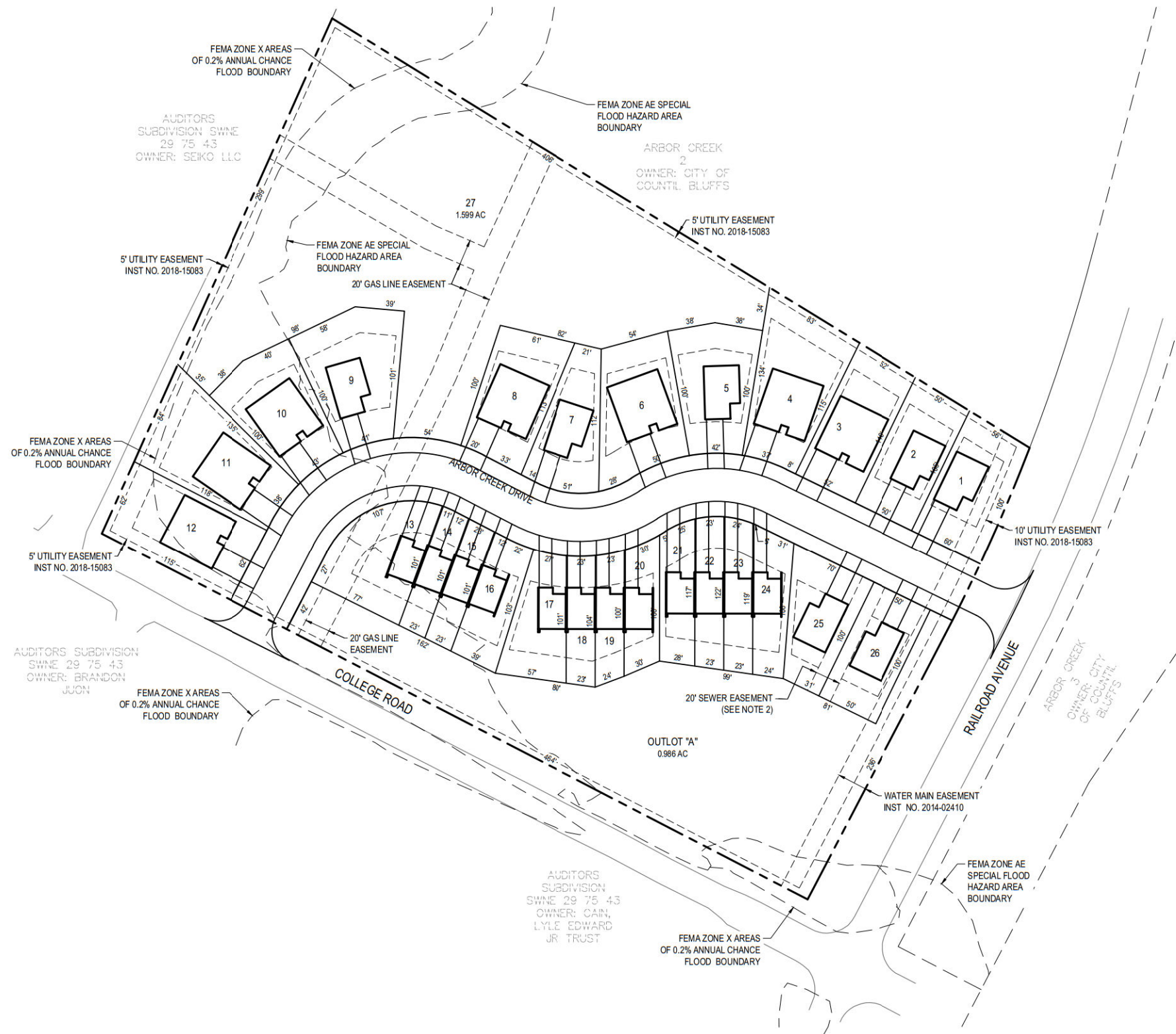
This map is prepared and compiled from City documents, plans and other public records data. Users of this map are hereby notified that the City expressly denies any and all responsibilities for errors, if any, in the information contained on this map; the misuse of the same by the user or anyone else. 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

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.eagroup.com



E & A CONSULTING GROUP, INC.
Engineering Answers

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

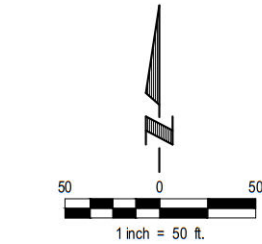
PLANNED RESIDENTIAL
SITE PLAN

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

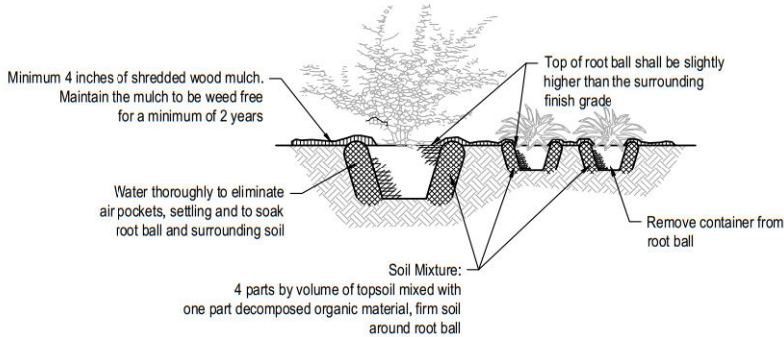
3/15/2021 1:44 PM K:\Project\2020\240\001\Planning & Paving\Planning\PRP6-000.dwg
Nicole Napierala



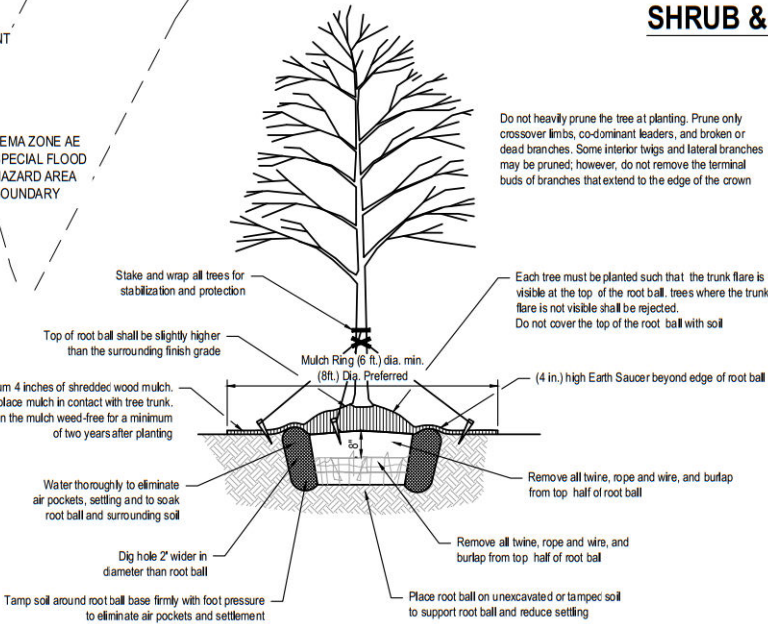
PLANT SCHEDULE

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.

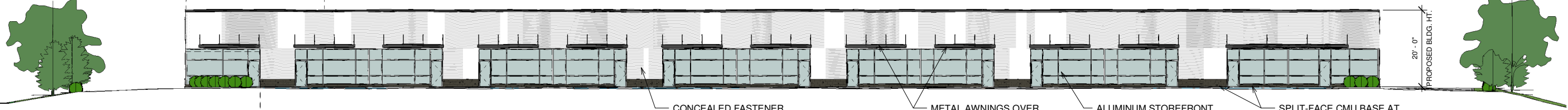


SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE

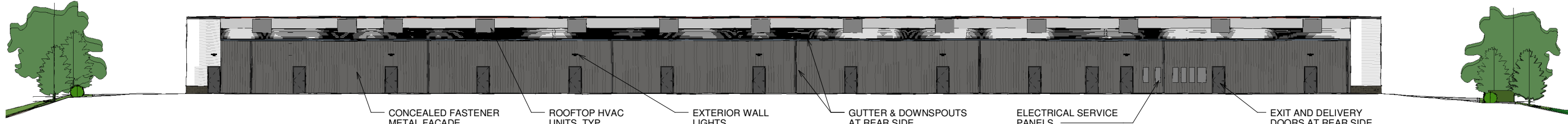


TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE

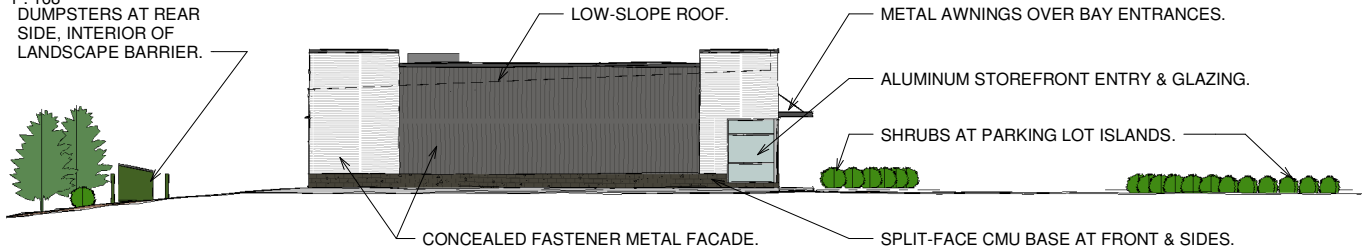
- LANDSCAPE NOTES:
- Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to 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.



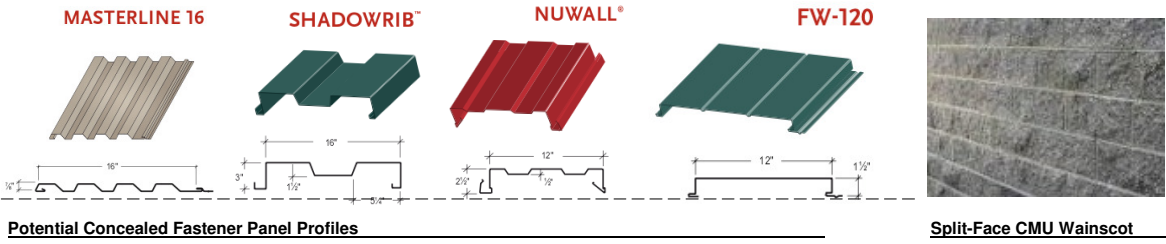
④ FRONT ELEVATION
1" = 168'



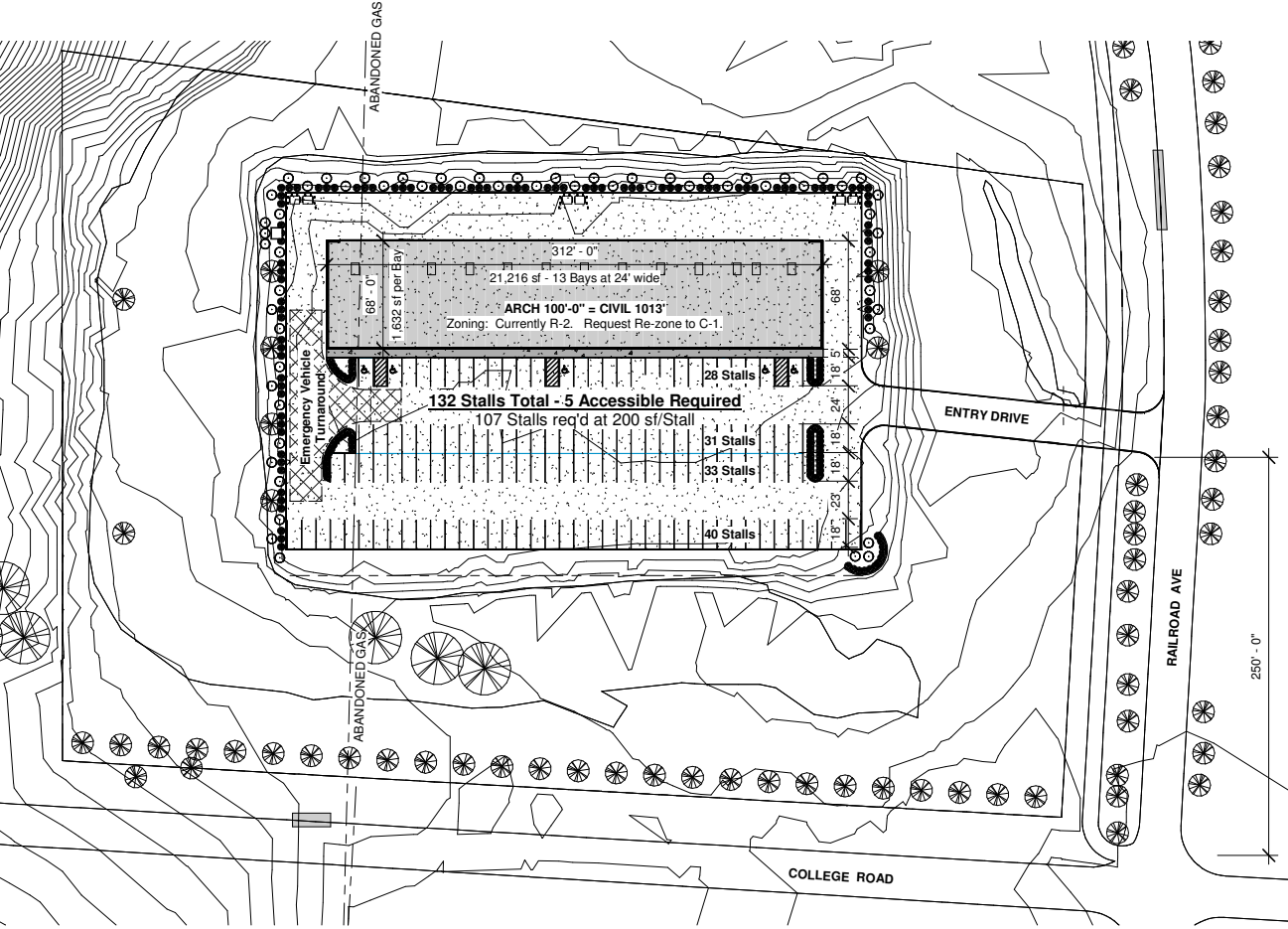
③ REAR ELEVATION
1" = 168'
DUMPSTERS AT REAR SIDE, INTERIOR OF LANDSCAPE BARRIER.



② SIDE ELEVATION
1" = 168'



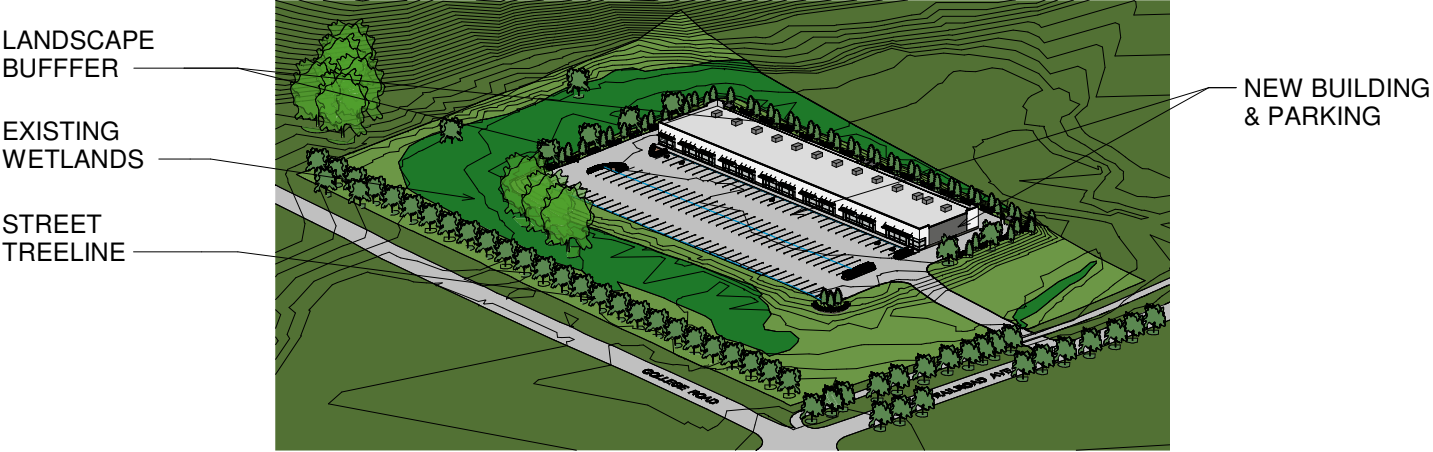
⑤ EXTERIOR MATERIAL TYPES
No Scale



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



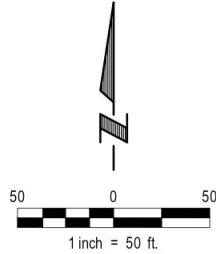
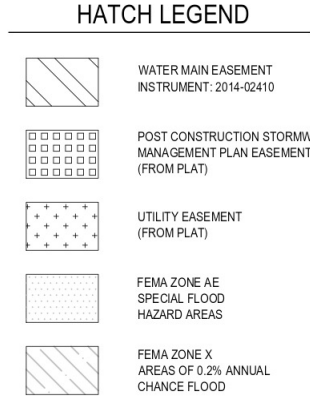
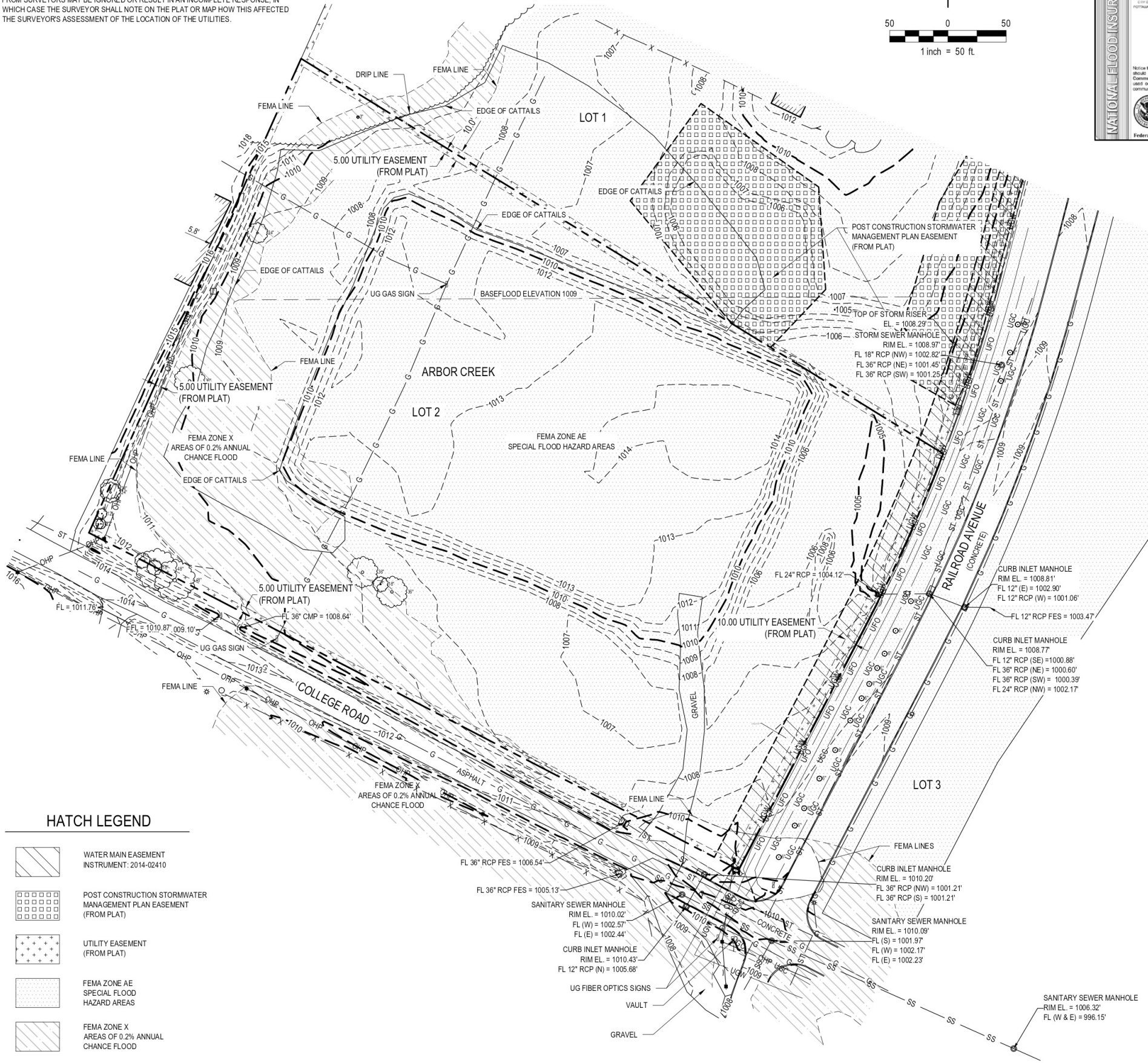
Paul J. Kelly
Architecture
440 North 61st Street
Omaha, Nebraska 68132
(402) 320 - 4131
pkjarchitecture.com

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.



NATIONAL FLOOD INSURANCE PROGRAM

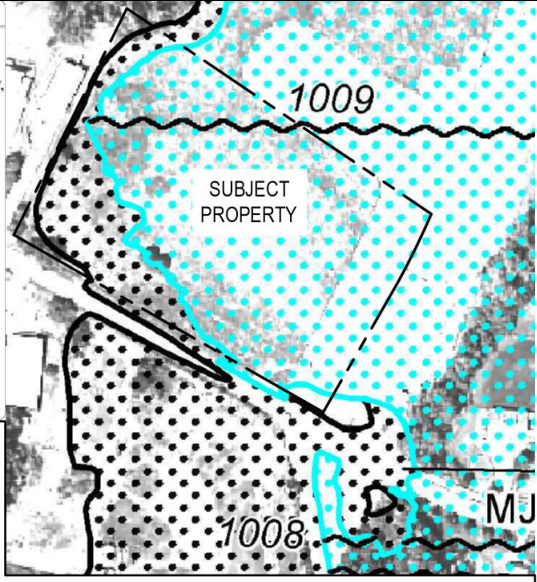
FIRM
FLOOD INSURANCE RATE MAP
POTTAWATTAMIE COUNTY,
IOWA
AND INCORPORATED AREAS

PANEL 418 OF 725
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

COUNTY: POTTAWATTAMIE
CITY: COUNCIL BLUFFS
EFFECTIVE DATE: 16 APR 2013

MAP NUMBER
19155C0418F
MAP REVISED
APRIL 16, 2013

Federal Emergency Management Agency



LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAS) SUBJECT TO INUNDATION BY 1% ANNUAL CHANCE FLOOD:

- Zone X: Areas of 0.2% 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.

OTHER FLOOD AREAS:

- Zone AE: 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 AE Areas Determined to be Outside the 1% 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.

CONTOUR, BOUNDARY, AND OTHER FEATURES (CBOF):

- Contour: Lines showing elevation of the land surface.
- Boundary: Lines showing the boundary of the subject property.
- Other Features: Lines showing other features such as roads, bridges, and structures.

UTILITIES:

- Water Main: Lines showing the location of water mains.
- Sanitary Sewer: Lines showing the location of sanitary sewers.
- Storm Sewer: Lines showing the location of storm sewers.
- Gas: Lines showing the location of gas lines.
- Electric: Lines showing the location of electric lines.
- Telephone: Lines showing the location of telephone lines.
- Cable TV: Lines showing the location of cable TV lines.
- Fire Hydrant: Symbols showing the location of fire hydrants.
- Manhole: Symbols showing the location of manholes.
- Valve: Symbols showing the location of valves.
- Sign: Symbols showing the location of signs.

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

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

[Symbol]	BUILDING	[Symbol]	CURB INLET
[Symbol]	POWER RISER	[Symbol]	UTILITY VALVE (GAS)
[Symbol]	POWER POLE	[Symbol]	SIGN
[Symbol]	GUY WIRE	[Symbol]	GAS LINE
[Symbol]	LIGHT POLE	[Symbol]	WATER LINE
[Symbol]	TELEPHONE RISER	[Symbol]	POWER LINE (OVERHEAD)
[Symbol]	CABLE TV RISER	[Symbol]	POWER LINE (UNDER GROUND)
[Symbol]	FIRE HYDRANT	[Symbol]	COMMUNICATION LINE (TELEPHONE, TV)
[Symbol]	UTILITY VALVE (WATER)	[Symbol]	UNDERGROUND FIBER OPTICS
[Symbol]	MANHOLE	[Symbol]	SANITARY SEWER LINE
[Symbol]	FLARED END SECTION (SIZE NOTED)	[Symbol]	STORM SEWER LINE

BENCHMARK:

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

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

19009 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eagc.com

E & A CONSULTING GROUP, INC.
Engineering Answers

LOT 2, ARBOR CREEK
POTTAWATTAMIE COUNTY, IOWA

TOPOGRAPHIC SURVEY

Revisions	Description	Date
1	01/08/2023	

Proj No:	P2020-240-001
Date:	01/08/2023
Designed By:	RLS
Drawn By:	RLS
Scale:	1"=50'
Sheet:	1 of 1

8/1/2023 12:45 PM K:\Projects\2020\240\Topo\Topo\LOT 2, ARBOR CREEK\400.dwg
Adam Baesinger

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: City Clerk

Case/Project No.:

Submitted by: Courtney Harter,
Director, Community Development
Department

Ordinance 6600
ITEM 6.A.

Council Action: 3/11/2024

Description

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: Legal
Case/Project No.:
Submitted by: Legal

Resolution 24-76
ITEM 7.A.

Council Action: 3/11/2024

Description

Resolution authorizing the Mayor to accept the Offer of Dedication from Opus Development Company, L.L.C., a Delaware limited liability company (“Opus”), for property located along River Road.

Background/Discussion

Opus has submitted an offer of dedication for sanitary sewer lines; and the property dedicated is for sanitary sewer line, and will be part of the city’s sanitary sewer system.

This dedication is made pursuant to the Storm Sewer Dedication Agreement.

Recommendation

Approval

ATTACHMENTS:

Description	Type	Upload Date
Exhibit A	Other	2/21/2024
Exhibit B	Other	2/21/2024
Resolution 24-76	Resolution	3/6/2024

OFFER OF DEDICATION

OPUS DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company ("**Opus**"), is the owner of that certain property along River Road in Council Bluffs, Iowa legally described as follows:

LOT 1 IN RIVER ROAD SUBDIVISION, AN OFFICIAL PLAT IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

(the "**Property**").

Opus has caused to be constructed a storm sewer to service the Property (the "**Storm Sewer**") within the existing storm water easement areas as established and defined in the Permanent Easement for Storm Water Drainage, Storm Sewer and Sanitary Sewer Right-of-Way dated September 20, 2001, recorded October 11, 2001, in Book 102, Page 26672 in the official records of Pottawattamie County, Iowa, and in the Permanent Easement for Storm Water Drainage, Storm Sewer and Sanitary Sewer Right-of-Way dated October 16, 2001, recorded October 22, 2001, in Book 102, Page 28674 (the "**Permanent Pipeline Easement**").

Opus hereby offers to dedicate to the City of Council Bluffs (the "**City**") the Storm Sewer lying within the Permanent Pipeline Easement.

As consideration for the dedication of the Storm Sewer, Opus requests that the City accept responsibility for the Storm Sewer running from the Property through the Permanent Pipeline Easement.

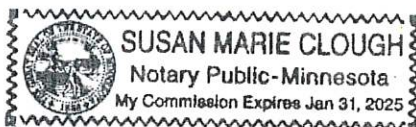
Signed this 19th day of February, 2024.

OPUS DEVELOPMENT COMPANY, L.L.C., a
Delaware limited liability company

By: [Signature]
Name: Matthew G Rauenhurst
Its: President & CEO

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th day of February, 2024, by Matthew G. Rauenhurst, the President + CEO of Opus Development Company, L.L.C., a Delaware limited liability company.



[Signature]
Notary Public



2022-05076

RECORDED: 04/11/2022 01:12:05 PM

RECORDING FEE: 142.00

IOWA E-FILING FEE: 3.00

TOTAL FEE: 145.00

TRANSFER TAX: 0.00

**MARILYN HEBING, RECORDER
POTTAWATTAMIE COUNTY, IOWA**

Lica Tomizuka, Faegre Drinker Biddle & Reath LLP, 90 South Seventh Street, #2200, Minneapolis, MN 55402, Phone: 612-766-7000

Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

Opus Development Company, L.L.C., 10350 Bren Road West, Minnetonka, MN 55343, Phone 612-327-5300

Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone)

First American Title-NCS, 121 South 8th Street, Suite 1250, Minneapolis, MN 55402, Phone: 612-305-2000

Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone)

Type of Document: Public Storm Sewer Agreement

Grantors: Opus Development
Company, L.L.C.

Grantees: City of Council Bluffs, Iowa

See Page 2 **for Legal Description:**

Book & Page Reference: Book 102, Page 26672 and Book 102, Page 28674



AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND OPUS DEVELOPMENT
COMPANY, L.L.C., REGARDING THE DESIGN, CONSTRUCTION, DEDICATION AND ACCEPTANCE
OF A PUBLIC STORM SEWER TO SERVICE LOT 1 IN RIVER ROAD SUBDIVISION, AN OFFICIAL PLAT
IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

RECITALS

Opus Development Company, L.L.C. ("Developer") has entered into a purchase agreement with the City of Council Bluffs, Iowa ("City") to acquire a parcel of land from City described as Lot 1 in River Road subdivision, an official plat in the City of Council Bluffs, Pottawattamie County, Iowa ("Parcel").

It is Developer's intent to construct a storm sewer to service the Parcel as depicted in Exhibit A hereto and to dedicate to City the portion of this storm sewer (the "Storm Sewer") that will be constructed within the existing storm water easement areas as established and defined in the Permanent Easement for Storm Water Drainage, Storm Sewer and Sanitary Sewer Right-of-Way dated September 20, 2001, recorded October 11, 2001, in Book 102, Page 26672 in the official records of Pottawattamie County, Iowa, and in the Permanent Easement for Storm Water Drainage, Storm Sewer and Sanitary Sewer Right-of-Way dated October 16, 2001, recorded October 22, 2001, in Book 102, Page 28674 (the "Permanent Pipeline Easement"; the easement areas defined therein, the "Permanent Pipeline Easement Area").

AGREEMENT

1. Storm Sewer Construction and Dedication. Developer shall contract with Opus Design Build, L.L.C. or another reputable contractor to construct the Storm Sewer in the manner depicted in the Plans and Specifications attached hereto and identified as Exhibit B. Upon the completion of the Storm Sewer, Developer shall tender the Storm Sewer to the City (a) an Offer of Dedication in the form attached as Exhibit C establishing that the Storm Sewer is free from lien, and a (b) a certification that the Storm Sewer was built in accordance with the aforementioned Plans and Specifications signed by an Iowa licensed engineer.

2. Acceptance of Dedication. Upon its receipt of the Offer of Dedication and Engineer's certification, City shall adopt a resolution accepting the Offer of Dedication from the Developer.

3. Miscellaneous.

a. Each of the parties herein represents and warrant that the execution, delivery, and performance of this agreement has been duly authorized.

b. This agreement embodies the entire agreement between City and Developer, and supersedes any prior oral or written agreements, relating to the dedication of the Storm Sewer. This agreement may not be amended, modified or supplemented except in writing executed by both Developer and City.

c. This agreement shall be construed under and governed by the laws of the State of Iowa.

d. If any term of this agreement or any application thereof shall be invalid or unenforceable, the remainder of this agreement and any other application of such term shall not be affected thereby.

e. The terms of this agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

f. This agreement shall automatically terminate without further action from either party upon acceptance of the Offer of Dedication by the City.

g. Promptly upon execution, this agreement shall be recorded in the real property records of Pottawattamie County, Iowa.

h. This agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE

TO

AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND OPUS DEVELOPMENT COMPANY, L.L.C., REGARDING THE DESIGN, CONSTRUCTION, DEDICATION AND ACCEPTANCE OF A PUBLIC STORM SEWER TO SERVICE LOT 1 IN RIVER ROAD SUBDIVISION, AN OFFICIAL PLAT IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

In witness of this agreement and as authorized representatives of our respective parties we have affixed our signatures below on this 18th day of March, 2022.

CITY OF COUNCIL BLUFFS, IOWA,
a municipal corporation

By: [Signature]
Name: Matthew J Walsh
Its: Mayor

STATE OF IOWA)
) ss.
COUNTY OF POTTAWATTAMIE)

The foregoing was acknowledged before me this 18th day of March, 2022, by Matthew Walsh, the Mayor of the City of Council Bluffs, Iowa, a municipal corporation.



[Signature]
Notary Public


SIGNATURE PAGE

TO

AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND OPUS DEVELOPMENT COMPANY, L.L.C., REGARDING THE DESIGN, CONSTRUCTION, DEDICATION AND ACCEPTANCE OF A PUBLIC STORM SEWER TO SERVICE LOT 1 IN RIVER ROAD SUBDIVISION, AN OFFICIAL PLAT IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

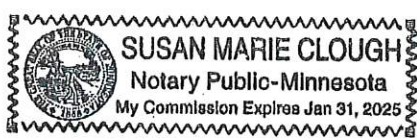
DEVELOPER:

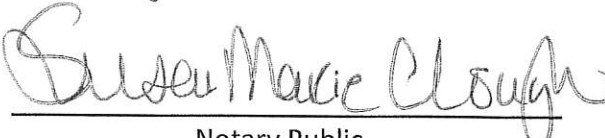
OPUS DEVELOPMENT COMPANY, L.L.C.,
a Delaware limited liability company

By: 
Name: Philip Cattanach
Its: Vice President, General Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this 5 day of April, 2022, by Philip Cattanach, the Vice President, General Manager of Opus Development Company, L.L.C., a Delaware limited liability company.




Notary Public

DEPICTION OF STORM SEWER LINE



EXHIBIT B

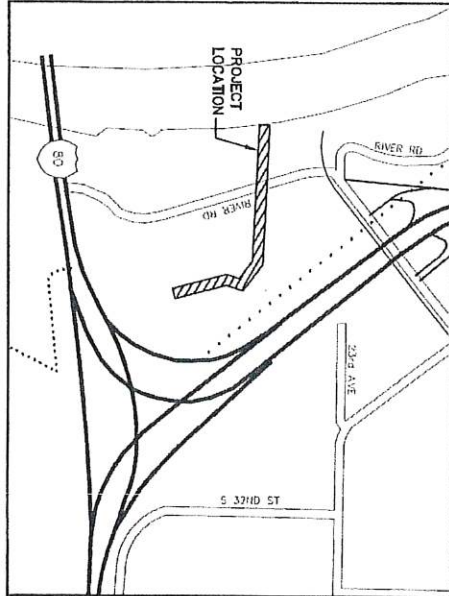
PLANS AND SPECIFICATIONS FOR STORM SEWER

[See attached.]

OPUS - RIVER ROAD PUMP STATION COUNCIL BLUFFS, IOWA

VERTICAL CONTROL

BENCHMARK OF COUNCIL BLUFFS, 1989
NAVD 83 ELEVATION = 392.37
IN COUNCIL BLUFFS, AT 308.14 EAST, ALONG WITH ABOVE FROM ITS JUNCTION WITH 32ND STREET, 42.7 FEET
EAST OF THE JUNCTION OF 32ND STREET AND 32ND AVENUE, 10 FEET EAST OF A FENCE CORNER, 10 FEET
NORTH OF A WIRELESS POST AND FENCE, AND 10 FEET BELOW THE LEVEL OF THE TRACK
NOTE - ACCESS TO THE DATA POINT IS THROUGH A 3-ARCH LOOP CULV



INDEX

PAGE NO.	DESCRIPTION
A-01	TITLE SHEET
A-02	KEY MAP
B-01-B-03	CIVIL DETAILS
B-04	LETTEE SECTION EXHIBIT
B-05	LIFT STATION DESIGN AND DETAILS
B-06	STORY WATER PUMP STATION DETAIL
C-01	GENERAL NOTES AND LEGEND
D-01-D-05	FORCE MAIN PLAN AND PROFILE
S1-C-S1-4	PUMP STATION STRUCTURAL NOTES AND DETAILS

SPECIFICATIONS

THE USAS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2021 AND 2022, SHALL APPLY TO THIS PROJECT.

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

Matthew J. Winkler
 3/23/22

Robert E. Brown
 3/23/22

OPUS ASSOCIATES, INC.
 640 FIFTH AVENUE, COUNCIL BLUFFS, IA
 PHONE: 712-321-0550

PROJECT: OPUS - RIVER ROAD PUMP STATION

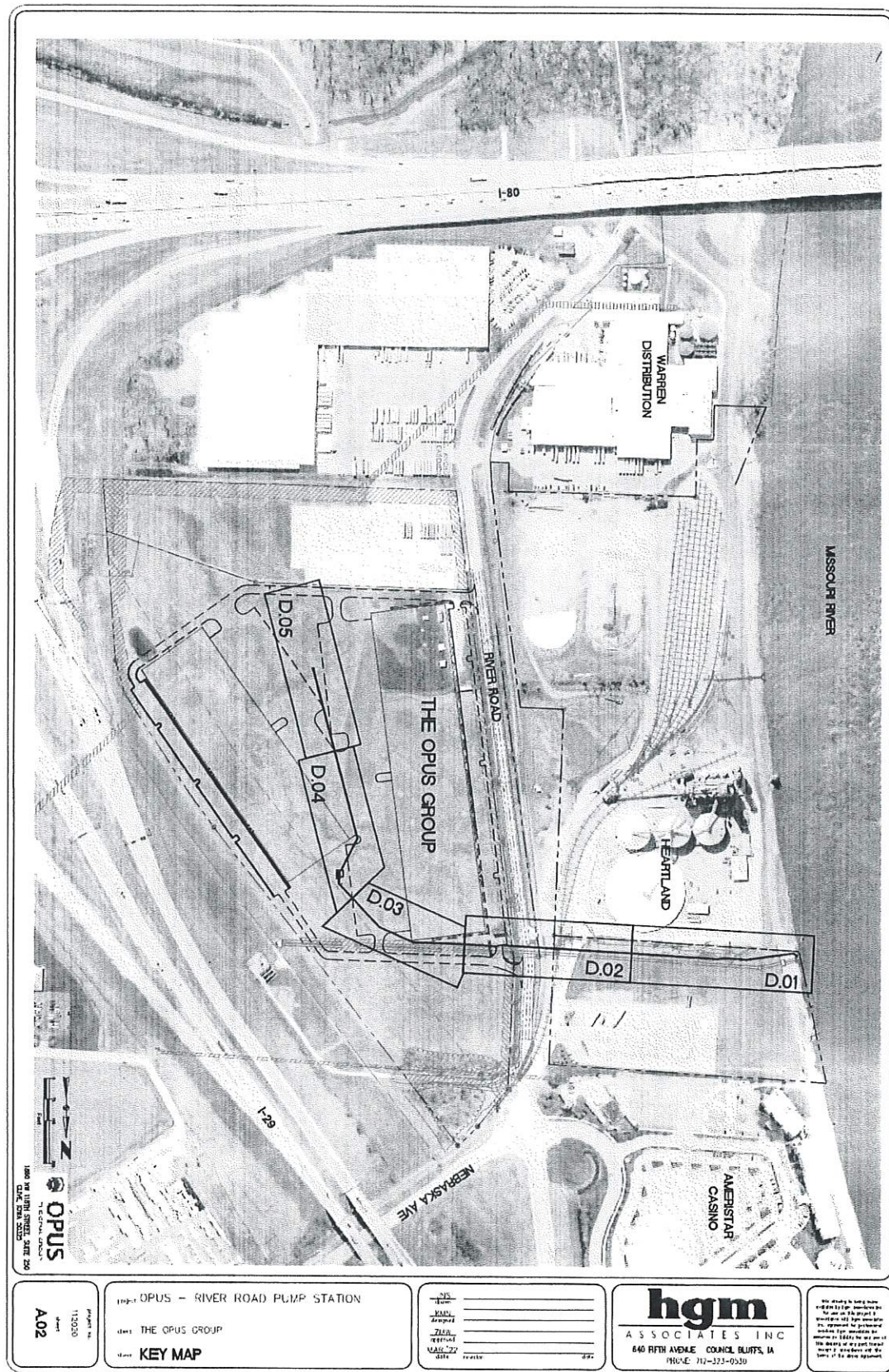
DATE: 3/23/22

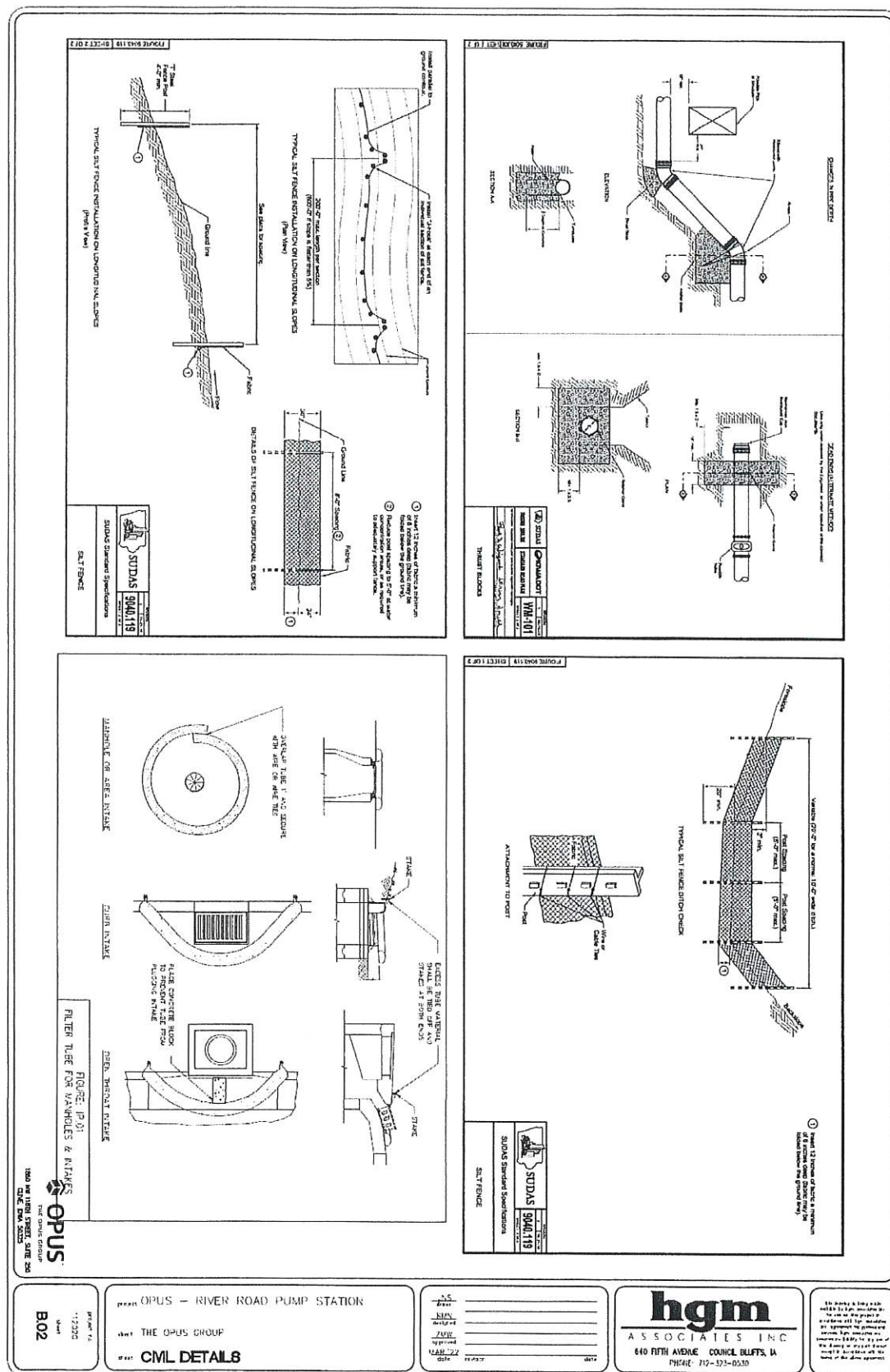
BY: THE OPUS GROUP

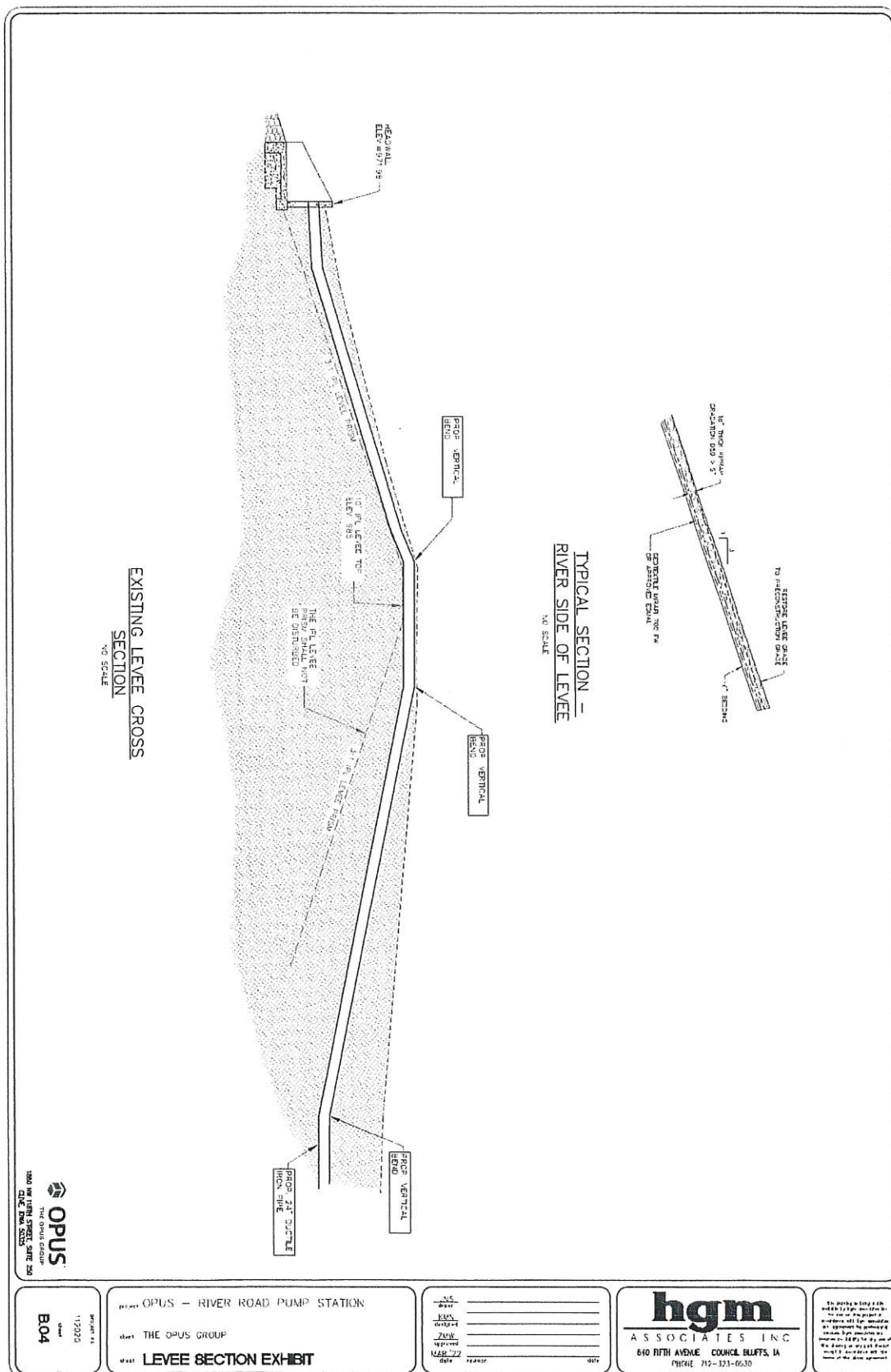
TITLE SHEET

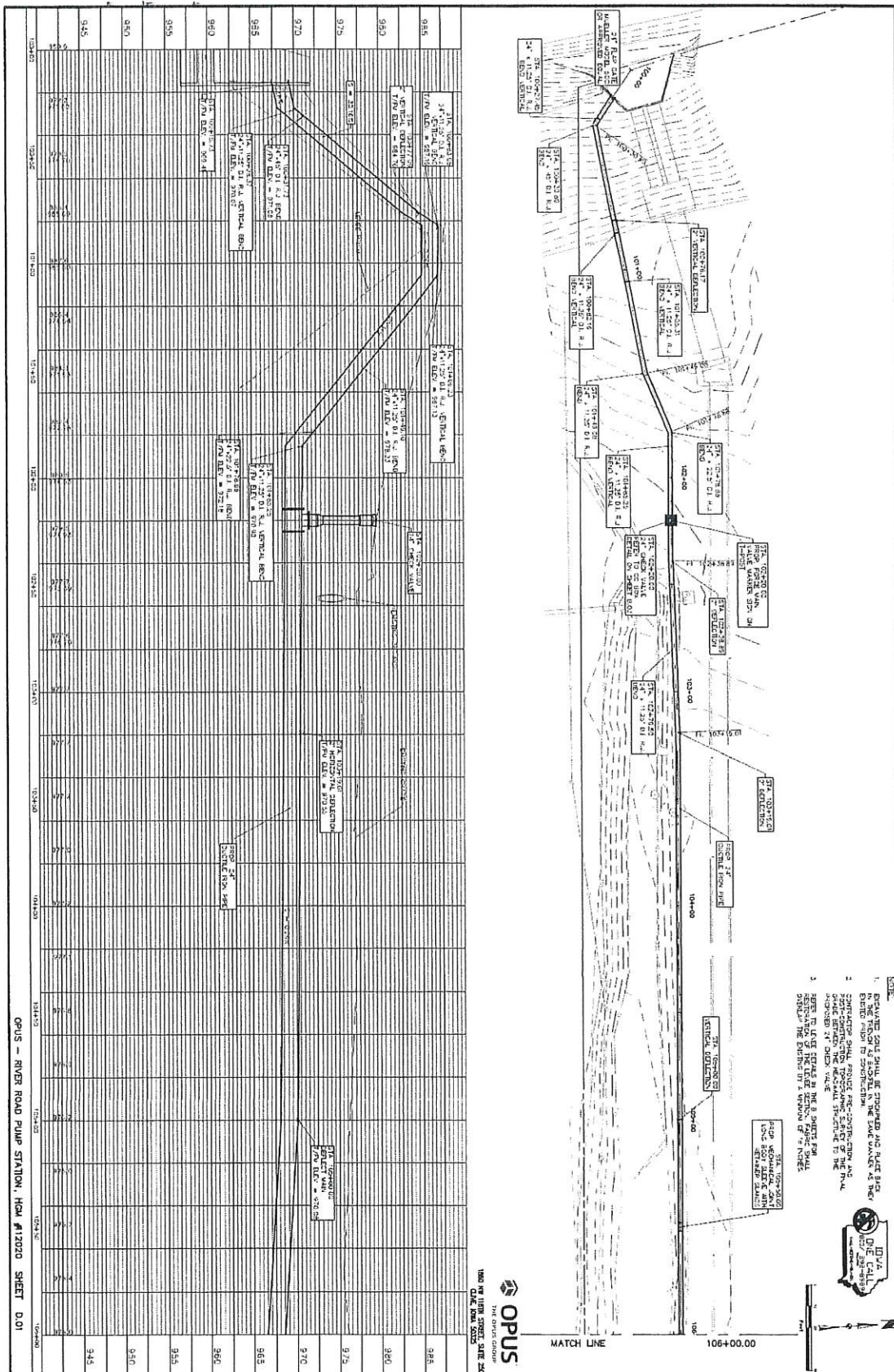
hgm
 ASSOCIATES, INC.
 640 FIFTH AVENUE, COUNCIL BLUFFS, IA
 PHONE: 712-321-0550

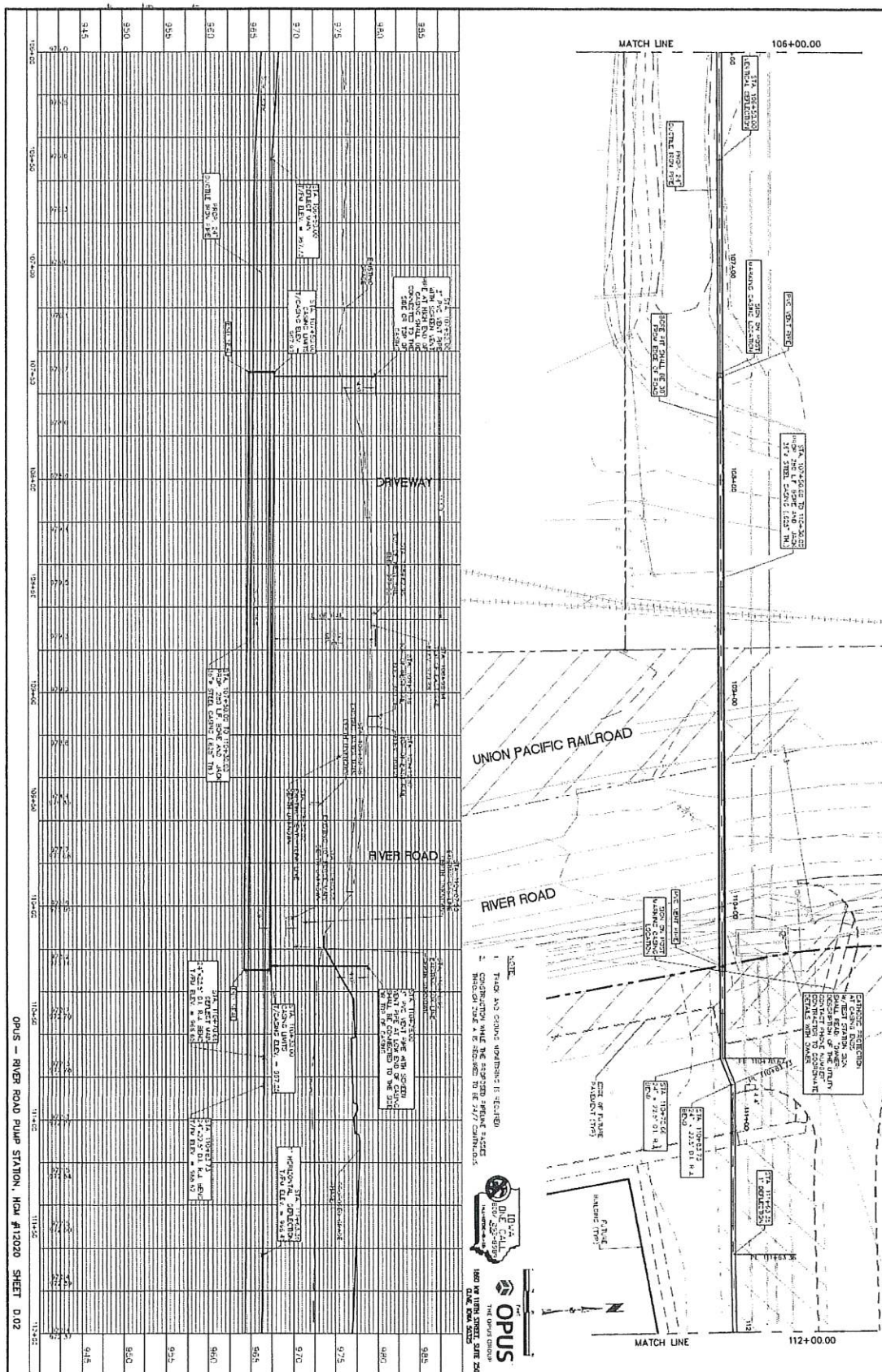
Do not copy or alter this drawing without the written consent of the engineer. The engineer is not responsible for the accuracy of the data or the results of the design. The engineer is not responsible for the construction of the project. The engineer is not responsible for the operation of the project. The engineer is not responsible for the maintenance of the project. The engineer is not responsible for the safety of the project. The engineer is not responsible for the health of the project. The engineer is not responsible for the environment of the project. The engineer is not responsible for the community of the project. The engineer is not responsible for the world of the project.

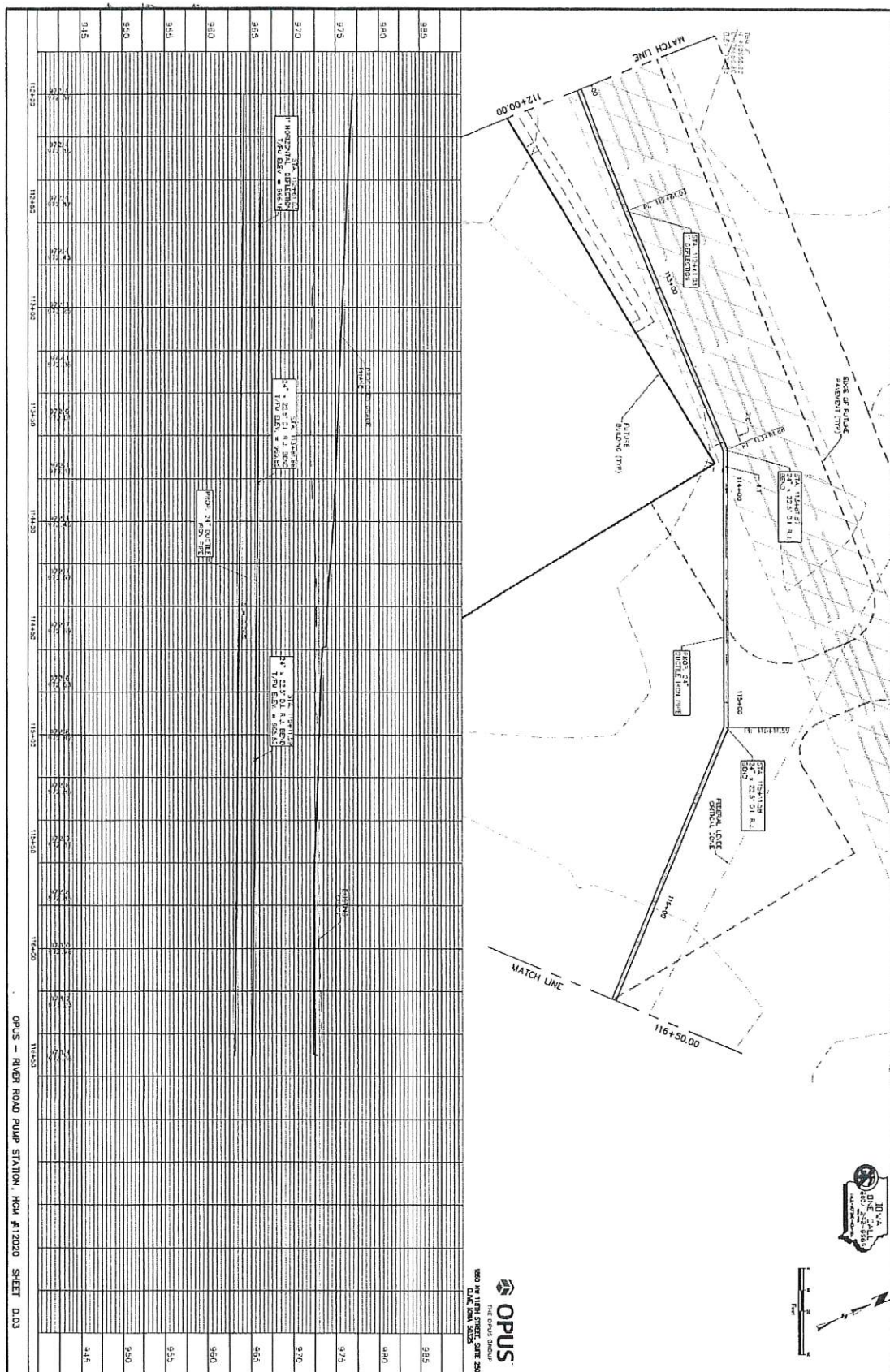


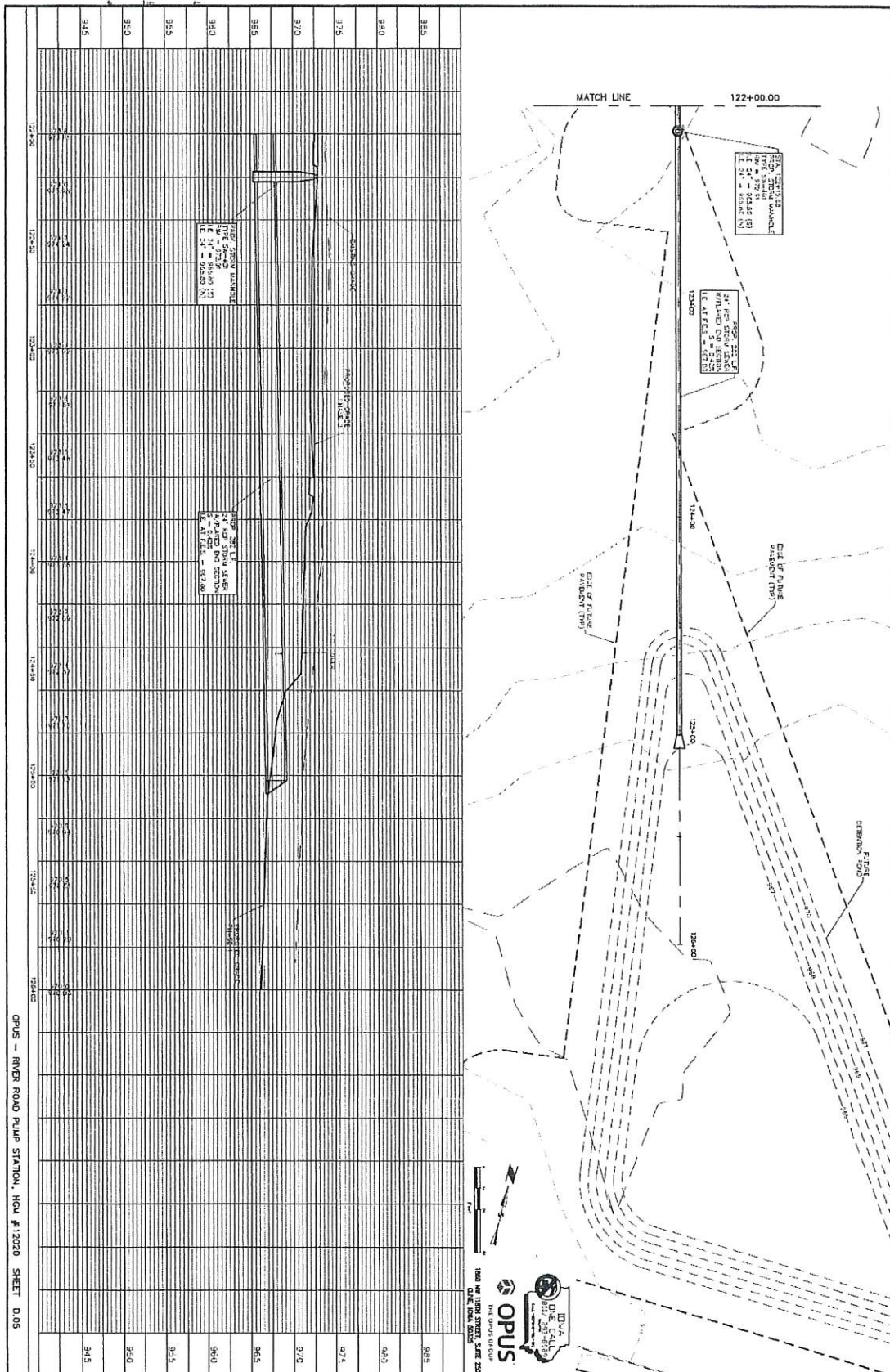












DESIGN NOTES

- [illegible]

INSPECTION

THE FOLLOWING MIGRATION AGENTS TO CHAPTER 1, AS 35-2-2 FOR EACH
REFERENCE REFER TO FULL DOCUMENT FOR COMPLETE OVERVIEW:

1. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE DATE AND AUTHORITY.
2. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE DATE AND AUTHORITY.
3. ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE DATE AND AUTHORITY.

STANDARDS FOR TESTS AND MATERIALS

THE FOLLOWING INFORMATION REFERS TO CHAPTER 2, AD 350-36 FOR CASE C
ADVERSE ITEM TO FULL DOCUMENT FOR COMPLETE OVERVIEW.

- [illegible]

DURABILITY

THE FOLLOWING INFORMATION REFERS TO CHAPTER 4, 20 USC-20 FOR EACH
 AGENCY REFER TO THAT OCCURRENCE FOR COMPLETE OVERVIEW

- [illegible]

CONCRETE QUALITY, MIXING, AND PLACING

THE FOLLOWING INFORMATION PERTAINS TO CHAPTER 5, AND IS-06 FOR CASE 0
APPROXIMATE TO ALL INFORMATION FOR COMPLETE OVERVIEW.

- [illegible]

FORMWORK, EMBEDDED PIPES, AND CONSTRUCTION AND MOVEMENT JOINTS

THE FOLLOWING INFORMATION APPLIES TO CHAPTER 6, AND 200-26 FOR EAST
 AUSTIN: REFER TO FULL DOCUMENT FOR COMPLETE DETAILS

- [illegible]

CONCRETE SURFACE COATING

- and (2) CO₂ and ammonia produced from the first stage were used for both stratification and enteric acid production. A mixture of 100 ml of the first stage and 100 ml of the second stage was used for the third stage preparation, using an ammonium chloride, NaOH, and water solution.

MISCELLANEOUS NOTES

STEEL ACCESS DOORS TO BE HALLWAY PRODUCTS 60" x 42" SERIES 602 ACCESS DOOR
OF APPROXIMATE EQUAL

ALL WEIR CLEARANCES SHALL BE 2.5'	3'
WALL VERTICAL BOTTOM	2 1/4'
TOP OF FLOPS	2 1/4'
BOTTOM OF DOGS	2 1/4'

REPLY BY MAIL TO



The Agency is being paid under the 1974-75 contract for the use of the ground of 100,000 sq ft for the purpose of representing the Government in the United Kingdom. The Agency is being paid for the use of the ground for the purpose of representing the Government in the United Kingdom.

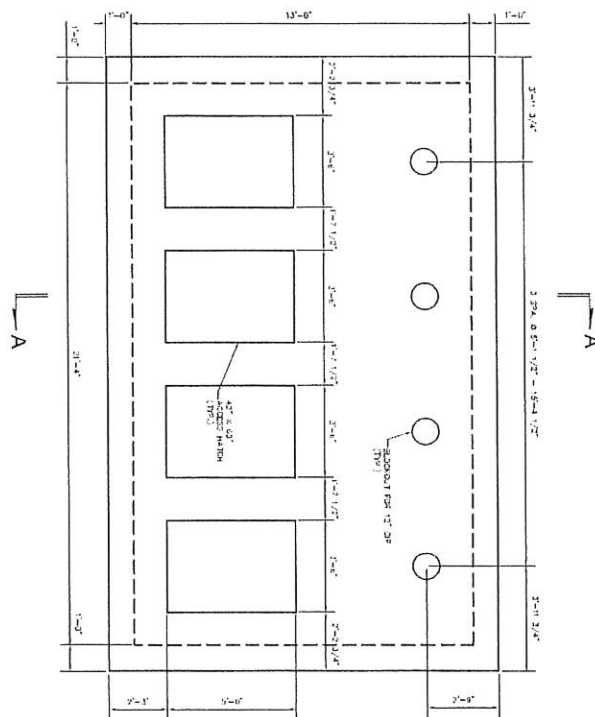
AGE _____
DOB _____
DEGREE _____
PROG _____
NAME _____
DATE _____

PROJECT OPUS - RIVER ROAD PUMP STATION
 CLIENT THE OPUS GROUP
 DRAWING PUMP STATION STRUCTURAL NOTES

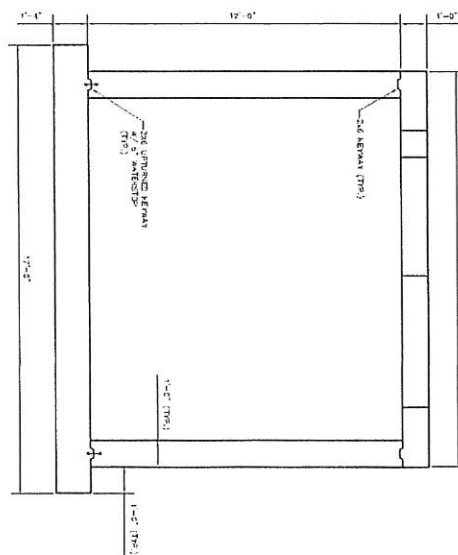
OPUS
THE OPUS GROUP

1860 NW 118TH STREET, SUITE 25
CLIVE, IOWA 50319

PLAN VIEW - TOP SLAB
SCALE: 1/2" = 1'-0"



ELEVATION VIEW - SECTION A-A
SCALE: 1/2" = 1'-0"



OPUS
1862 1/2 RIVER STREET, SUITE 200
COUNCIL BLUFFS, IOWA 51503

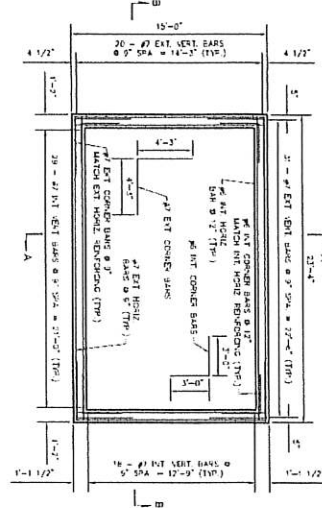
STI
11/20/2021
COUNCIL BLUFFS, IOWA

PROJECT: OPUS - RIVER ROAD PUMP STATION
BY: THE OPUS GROUP
DATE: SLAB PLAN AND SECTION DIMENSIONS

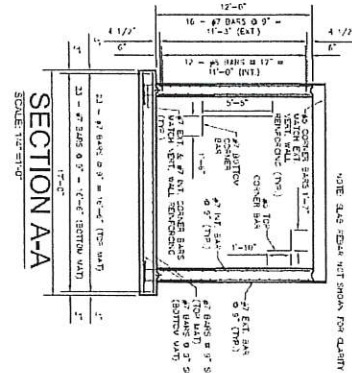
DESIGNED BY: [blank]
CHECKED BY: [blank]
DATE: [blank]

hgm
ASSOCIATES, INC.
640 FIFTH AVENUE COUNCIL BLUFFS, IA
PHONE 712-323-0030

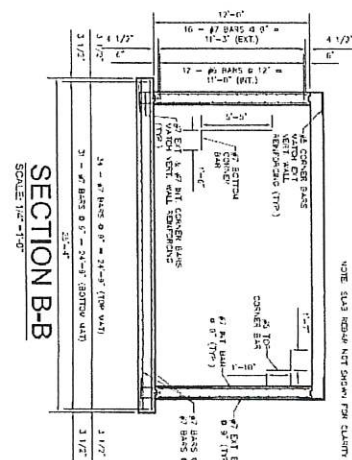
THE WORK IS DONE FOR THE CLIENT'S USE ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF HGM ASSOCIATES, INC.



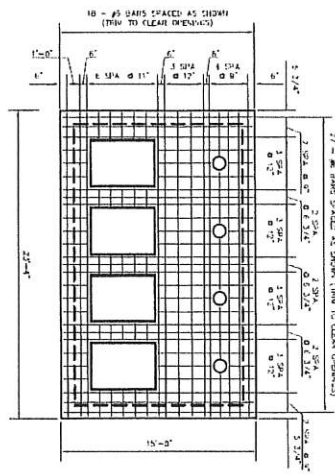
PLAN VIEW - WALLS
SCALE: 1/4"=1'-0"



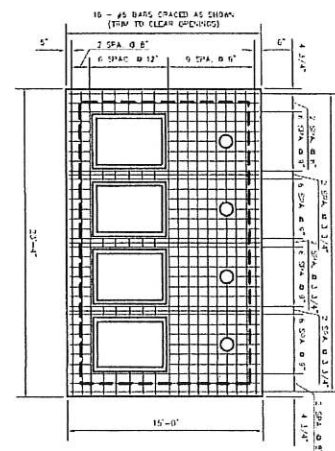
SECTION AA
SCALE: 1/4"=1'-0"



SECTION B-B
SCALE: 1/4"=1'-0"



SLAB REINFORCING - BOTTOM MAT
SCALE: 1/4"=1'-0"



SLAB REINFORCING - TOP MAT
SCALE: 1/4"=1'-0"

OPUS
THE OPUS GROUP
1800 W. LUTHER STREET, SUITE 200
DALLAS, TEXAS 75240

ST12
11/20/20

OPUS - RIVER ROAD PUMP STATION

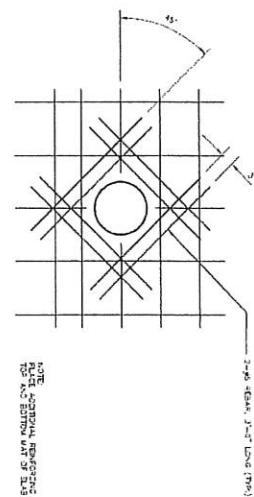
THE OPUS GROUP

REINFORCING DETAILS

DATE: 11/20/20
BY: [Signature]
CHECKED: [Signature]
DATE: 11/20/20
BY: [Signature]
CHECKED: [Signature]
DATE: 11/20/20
BY: [Signature]
CHECKED: [Signature]

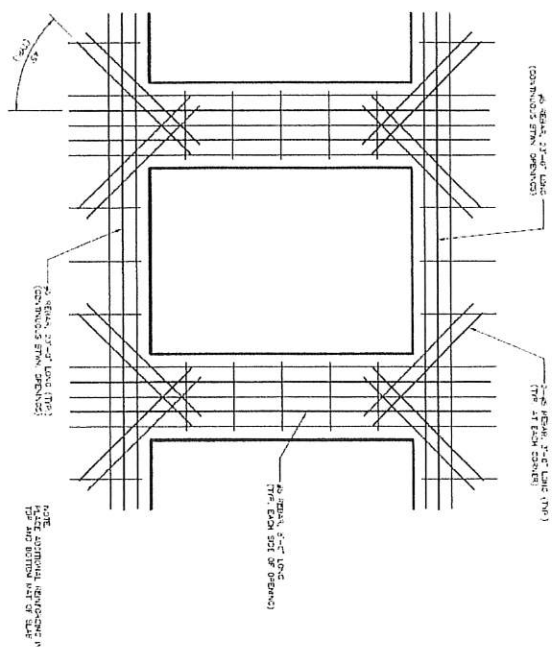
hgm
ASSOCIATES INC.
640 FIFTH AVENUE COUNCIL BLUFFS, IA
PHONE 712-373-0535

The Owner & Engineer have authorized the use of this drawing for the project described herein. It is the responsibility of the user to ensure that the drawing is used in accordance with the terms of the agreement. The user shall be responsible for any errors or omissions in the drawing and shall be liable for any damages resulting therefrom.



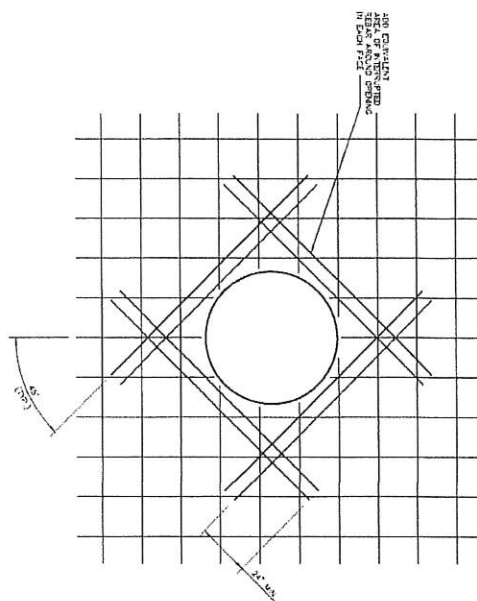
ADDITIONAL REINFORCING AROUND
PIPE PENETRATION IN TOP OF SLAB

SCALE: 1"=1'-0"



ADDITIONAL REINFORCING AROUND ACCESS GRATE OPENINGS

SCALE: 1"=1'-0"



ADDITIONAL REINFORCING AROUND PIPE PENETRATION IN WALLS

SCALE: 1"=1'-0"

EXHIBIT C

FORM OF OFFER OF DEDICATION

OFFER OF DEDICATION

OPUS DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company ("Opus"), is the owner of that certain property along River Road in Council Bluffs, Iowa legally described as follows:

LOT 1 IN RIVER ROAD SUBDIVISION, AN OFFICIAL PLAT IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

(the "Property").

Opus has caused to be constructed a storm sewer to service the Property (the "Storm Sewer") within the existing storm water easement areas as established and defined in the Permanent Easement for Storm Water Drainage, Storm Sewer and Sanitary Sewer Right-of-Way dated September 20, 2001, recorded October 11, 2001, in Book 102, Page 26672 in the official records of Pottawattamie County, Iowa, and in the Permanent Easement for Storm Water Drainage, Storm Sewer and Sanitary Sewer Right-of-Way dated October 16, 2001, recorded October 22, 2001, in Book 102, Page 28674 (the "Permanent Pipeline Easement").

Opus hereby offers to dedicate to the City of Council Bluffs (the "City") the Storm Sewer lying within the Permanent Pipeline Easement.

As consideration for the dedication of the Storm Sewer, Opus requests that the City accept responsibility for the Storm Sewer running from the Property through the Permanent Pipeline Easement.

Signed this _____ day of _____, 2022.

OPUS DEVELOPMENT COMPANY, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by _____, the _____ of Opus Development Company, L.L.C.,
a Delaware limited liability company.

Notary Public

RESOLUTION NO. 24-76

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE OFFER OF DEDICATION FROM OPUS DEVELOPMENT COMPANY, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY (“OPUS”), FOR PROPERTY LOCATED ALONG RIVER ROAD IN COUNCIL BLUFFS, IOWA.

WHEREAS, Opus has submitted an Offer of Dedication for property located along River Road in Council Bluffs, Iowa, legally described in attached Exhibit “A”; and

WHEREAS, The property dedicated is for sanitary sewer line, and will be part of the city’s sanitary sewer system; and

WHEREAS, The dedication is made pursuant to the Public Storm Sewer Agreement attached hereto as Exhibit “B”; and

WHEREAS, It is in the best interest of the City of Council Bluffs to accept this offer.

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

That the City does hereby authorize the Mayor to accept the Offer of Dedication from Opus Development Company, L.L.C. for property located along River Road, Council Bluffs, Pottawattamie County, Iowa.

ADOPTED
AND
APPROVED

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

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

Resolution 24-77
ITEM 7.B.

Council Action: 3/11/2024

Description

Resolution authorizing the Mayor to execute the Order Accepting the Acknowledgment/Settlement Agreement from Fas Mart #553, 611 East Broadway, Council Bluffs, IA 51503, for a violation of the State's tobacco laws.

Background/Discussion

On or about January 18, 2024 a citation was issued to an employee of Fas Mart for providing tobacco to a minor. We pursued a civil penalty against the permit holder. The civil penalty for a first violation is \$300.00 and they have made payment of the \$300.00 penalty and submitted their Acknowledgment/Settlement Agreement. A resolution has been prepared authorizing the Mayor to execute the Order to Accept the Acknowledgement/Settlement Agreement from this business.

Recommendation

Approval is recommended.

ATTACHMENTS:

Description	Type	Upload Date
Signed Acknowledgment/Settlement Agreement	Other	2/28/2024
Proposed Order	Other	2/28/2024
Resolution 24-77	Resolution	3/6/2024

IN RE:

Fas Mart #553
611 E. Broadway
Council Bluffs, IA 51503

**ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT**

I/We hereby knowingly and voluntarily acknowledge that we have received the **Complaint and Hearing Notice** in the above case. I/We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I/We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I/We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I/We have enclosed a check in the amount of \$300.00, made payable to the City of Council Bluffs, Iowa, to settle the above-referenced complaint. The above-captioned permit holder hereby waives all jurisdictional claims.

DATED this 23 day of February, 2024.

GPM Midwest 18, LLC,

Robb Giammatteo

Printed Name and Title of Representative

Robb Giammatteo
Robb Giammatteo (Feb 22, 2024 17:09 EST)

Signature

NOTE: This must be signed by an individual cigarette permittee or, in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document (properly signed and dated), along with your \$300.00 check made payable to the City of Council Bluffs, Iowa, should be returned to:

Council Bluffs City Attorney
City Hall-Legal Dept
209 Pearl Street
Council Bluffs, IA 51503

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Fas Mart #553
611 East Broadway
Council Bluffs, IA 51503

**ORDER ACCEPTING THE
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT (FIRST VIOLATION)**

ON this 11th day of March, 2024, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on January 18, 2024 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the executed Acknowledgment/Settlement Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with the Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

RESOLUTION NO. 24-77

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ORDER ACCEPTING THE ACKNOWLEDGMENT/SETTLEMENT AGREEMENT FROM FAS MART #553, 611 EAST BROADWAY, COUNCIL BLUFFS, IA 51503, FOR VIOLATION OF THE STATE'S TOBACCO LAWS.

WHEREAS, the Iowa Alcoholic Beverages Division has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs earlier this year resulted in a citation being issued to an employee of Fas Mart #553, 611 East Broadway, Council Bluffs, IA 51503 on or about January 18, 2024; and

WHEREAS, the mandatory civil penalty of \$300.00 has been paid by this business and it is in the best interest of the City to execute an Order accepting the Acknowledgment/Settlement Agreement.

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

That the Mayor is hereby authorized to execute the Order Accepting the Acknowledgment/Settlement Agreement from Fas Mart #553 for violation of Iowa Code Section 453A.2.

ADOPTED
AND
APPROVED

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW21-06D
Submitted by: Matthew Cox, Public
Works Director

Resolution 24-78
ITEM 7.C.

Council Action: 3/11/2024

Description

Resolution authorizing the use of eminent domain for property acquisition associated with Levee Certification Project, Geotechnical MR_6. Project #PW21-06D.

Background/Discussion

The City of Council Bluffs owns or sponsors multiple levee segments which encompass the City Federal Levee System, providing flood protection from the Missouri River, Mosquito Creek, and Indian Creek. These levee systems are currently shown on FEMA floodplain maps as being accredited and are identified as providing protection from the 100-year flood or 1% annual chance flood event.

In order to maintain the level of protection identified on the FEMA Flood Insurance Rate Map, it is necessary to provide documentation to FEMA that complies with the requirements of 44 CFR 65.10. If the levees are not certified, they will be de-accredited and FEMA will begin the process of updating maps. Areas previously protected by the levees will be identified as flood-prone.

In order to meet the criteria for levee certification, improvements to each of the levee systems will be necessary. The purpose of the Geotechnical MR_6 project is to resolve seepage deficiencies along the Missouri River levee by constructing a seepage and stability berm.

The proposed berms extend outside of the existing levee easement. A certified appraiser was hired to determine the value of the agricultural land necessary to construct the project. A review appraiser concurred with his findings. The fair market value of the Adkins properties is \$19,000 per acre as determined by two professional appraisers.

In order to complete the acquisitions and avoid delays to the project, it is necessary to begin eminent domain proceedings. The details of the acquisition are as follows:

Robert D. Adkins, Jr.:	1.234 acres Permanent Easement = \$16,420
	0.321 acres Temporary Easement = \$1,350
	<u>2.004 acres Temporary Stockpile Easement = \$8,380</u>
	Total offer of just compensation = \$26,150
Linda S. Adkins:	10.34 acres Permanent Easement = \$184,930
	0.537 acres Temporary Easement = \$2,250
	<u>2.652 Acres Temporary Stockpile Easement = \$11,090</u>
	Total offer of just compensation = \$198,270

The owners were first contacted in June of 2023 regarding this acquisition. To date, the City and representatives of the property owners have been unable to reach an agreement.

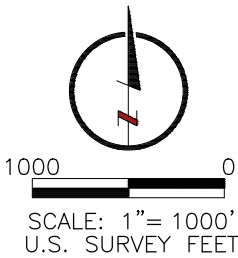
Recommendation

Approval of this resolution to authorize the use of eminent domain so that the acquisitions can be completed, and the project can proceed to construction.

ATTACHMENTS:

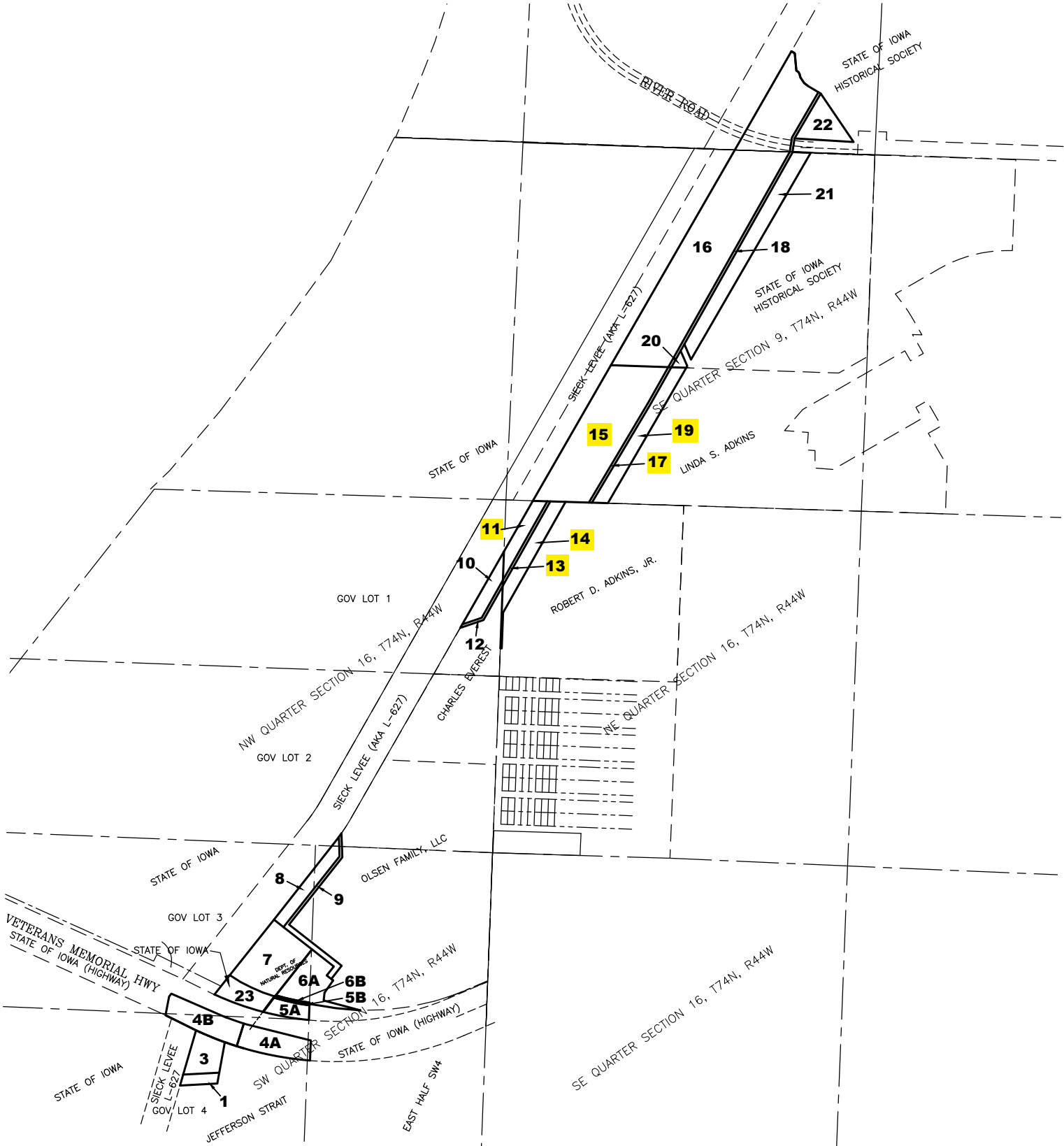
Description	Type	Upload Date
Map	Map	3/1/2024
Resolution 24-78	Resolution	3/6/2024

	EASEMENT	AREA (SQ. FT.)	OWNER
1	TEMPORARY EASEMENT	21,593	JEFFERSON STRAIT
2	"NOT USED"	—	POTTAWATTAMIE COUNTY
3	PERMANENT EASEMENT	69,271	JEFFERSON STRAIT
4A	PERMANENT EASEMENT	92,614	STATE OF IOWA
4B	PERMANENT EASEMENT	102,250	STATE OF IOWA
5A	TEMPORARY EASEMENT	36,049	STATE OF IOWA
5B	PERMANENT EASEMENT	2,669	STATE OF IOWA
6A	TEMPORARY EASEMENT	105,582	DEPT. OF NATURAL RESOURCES
6B	PERMANENT EASEMENT	2,605	DEPT. OF NATURAL RESOURCES
7	PERMANENT EASEMENT	179,521	DEPT. OF NATURAL RESOURCES
8	PERMANENT EASEMENT	66,852	OLSEN FAMILY, LLC
9	TEMPORARY CONST. EASEMENT	40,077	OLSEN FAMILY, LLC
10	PERMANENT EASEMENT	47,293	CHARLES EVEREST
11	PERMANENT EASEMENT	53,742	ROBERT D. ADKINS, JR
12	TEMPORARY CONST. EASEMENT	9,483	CHARLES EVEREST
13	TEMPORARY CONST. EASEMENT	13,982	ROBERT D. ADKINS, JR
14	TEMPORARY STOCKPILE EASEMENT	87,257	ROBERT D. ADKINS, JR
15	PERMANENT EASEMENT	437,072	LINDA S. ADKINS
16	PERMANENT EASEMENT	897,616	STATE OF IOWA
17	TEMPORARY CONST. EASEMENT	23,382	LINDA S. ADKINS
18	TEMPORARY CONST. EASEMENT	46,704	STATE OF IOWA
19	TEMPORARY STOCKPILE EASEMENT	115,511	LINDA S. ADKINS
20	TEMPORARY STOCKPILE EASEMENT	7,726	STATE OF IOWA
21	TEMPORARY STOCKPILE EASEMENT	187,232	STATE OF IOWA
22	TEMPORARY STOCKPILE EASEMENT	76,089	STATE OF IOWA
23	PERMANENT EASEMENT	58,648	STATE OF IOWA



LEGEND

- EASEMENT LINE
- LOT LINE
- SECTION LINE
- ROW LINE



**LAMP
RYNEARSON**
LAMPRYNEARSON.COM

OMAHA, NEBRASKA
14710 W. DODGE RD., STE. 100 (402)496.2498
FORT COLLINS, COLORADO
4715 RIVINGTON DR., STE. 100 (970)222.0342
KANSAS CITY, MISSOURI
9001 STATE LINE RD., STE. 200 (816)361.0440

DESIGNER / DRAFTER

TLW/RER

REVIEWER

TODD L. WHITFIELD

PROJECT NUMBER

0120082.01

DATE

2/28/2024

SURFACE LOCATION

BOOK AND PAGE
201

TRACT
MAP

**RESOLUTION
NO 24-78**

**RESOLUTION DECLARING THE CITY'S INTENT
TO ACQUIRE CERTAIN PROPERTIES LOCATED NORTH OF VETERANS
MEMORIAL HIGHWAY, WEST OF SOUTH 36TH STREET, ADJACENT TO THE
LEVEE, AND GENERALLY IDENTIFIED HEREIN,
BY THE USE OF EMINENT DOMAIN IN CONNECTION WITH
LEVEE CERTIFICATION PROJECT, GEOTECHNICAL MR_6
PROJECT #PW21-06D**

WHEREAS, it is in the best interest of the public for the City to
acquire certain properties for the Levee Certification
Project, Geotechnical MR_6; and

WHEREAS, these properties are listed below:

Owner: Robert D. Adkins Jr.
Address: Undeveloped farm ground (Parcel ID 744416201002)
1.234 Acres Permanent Easement
0.321 Acres Temporary Easement
2.004 Acres Temporary Stockpile Easement

Owner: Linda S. Adkins
Address: Undeveloped farm ground (Parcel ID 744409400007)
10.034 Acres Permanent Easement
0.537 Acres Temporary Easement
2.652 Acres Temporary Stockpile Easement

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

That the use of eminent domain is hereby approved for the acquisition of said properties
hereinabove described for the Levee Certification Project, Geotechnical MR_6 project.

ADOPTED
AND
APPROVED

March 11, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community
Development

Case/Project No.:

Submitted by: Dessie Redmond,
Housing & Economic Development
Planner

Resolution 24-79
ITEM 7.D.

Council Action: 3/11/2024

Description

Resolution authorizing the City to submit an application for enrollment into the Iowa Department of Natural Resources Land Recycling Program. Location: the former Reliance Battery Factory site at 813 22nd Avenue.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/1/2024
Resolution 24-79	Resolution	3/6/2024

Council Communication

Department: Community Development Case/Project No.: N/A	Ordinance No.: N/A Resolution No.: 24-	City Council: March 11, 2024
Subject/Title U.S. Environmental Protection Agency Brownfields Cleanup Grant Enrollment into the Iowa Department of Natural Resources Land Recycling Program		
Location The Former Reliance Battery Factory site located at 813 22 nd Avenue		
Background/Discussion <u>Background</u> The Reliance Battery Factory site encompasses 0.93 acres within the 800 block of 22 nd Avenue. Constructed in 1925, the building was located in an open area without any adjacent property owners. As the city expanded, the area surrounding the property became residential and the battery factory became a legal, nonconforming use within the neighborhood. The site was used for manufacturing, repairing and reconditioning lead acid batteries and remained in operation until Spring 2020. During its operation, the factory was cited several times for lead contamination which resulted in the U.S. Environmental Protection Agency (EPA) completing a soil removal project in 1991 to reduce the lead exposure in the neighborhood. The building and associated structures were demolished in 2022. <u>Discussion</u> In 2022, the City was awarded a \$500,000 Brownfield Cleanup Grant to utilize EPA funding to clean up the lead contamination in the soil. Part of this grant requires enrollment in to the Iowa Department of Natural Resources (IDNR) Land Recycling Program (LRP). This program allows the City to voluntarily assess and implement remedial actions at a site that is contaminated or is perceived to be contaminated. The IDNR will provide a No Further Action Certificate for the site following assessment and implementation of appropriate cleanup activities and/or other remedies to assure the protection of public health and the environment. This certificate shall provide limited liability protection from further regulatory action relative to the problem(s) addressed. City staff has reviewed the request and found it to be in the best interest of the City.		
Staff Recommendation The Community Development Department recommends City Council adopt a resolution authorizing City staff and the Mayor to prepare and submit an application to the IDNR LRP for enrollment of the former Reliance Battery Factory site located at 813 22 nd Ave. and authorizes staff to sign necessary agreements to execute enrollment into the LRP and to gain a No Further Action Certificate from the IDNR.		
Attachments none		

RESOLUTION NO. 24-79

RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION FOR ENROLLMENT INTO THE IOWA DEPARTMENT OF NATURAL RESOURCES LAND RECYCLING PROGRAM

- WHEREAS, the Iowa Department of Natural Resources (DNR) Land Recycling Program (LRP) allows owner of a property to voluntarily assess and implement remedial actions at a site that is contaminated or is perceived to be contaminated; and
- WHEREAS, the DNR will provide a No Further Action Certificate for the site following assessment and implementation of appropriate cleanup activities and/or other remedies to assure the protection of public health and the environment; and
- WHEREAS, this certificate shall provide limited liability protection from further regulatory action relative to the problem(s) addressed; and
- WHEREAS, the former Reliance Battery Factory located at 813 22nd Avenue has known contamination and presents a health hazard to Council Bluffs residents; and
- WHEREAS, the U.S. EPA Brownfields Cleanup Grant program is a source of funding to cleanup existing contaminants and costs for enrollment into the LRP; and
- WHEREAS, the City Council has reviewed the request and found it to be in the best interest of the City.

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

Section 1. The City staff and Mayor are hereby authorized to prepare and submit an application to Iowa DNR LRP for enrollment of the former Reliance Battery Factory site located at 813 22nd Avenue.

Section 2. The Council hereby authorizes staff to sign necessary agreements to execute enrollment into the LRP and to gain a No Further Action Certificate from the Iowa DNR.

ADOPTED
AND

APPROVE;

March 11, 2024

Matthew J. Walsh

Mayor

ATTEST:

Jodi Quakenbush

City Clerk

Council Communication

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

Resolution 24-80
ITEM 7.E.

Council Action: 3/11/2024

Description

Resolution approving Policy 810, Uniforms and work apparel.

Background/Discussion

The Human Resources Department prioritizes the policies and forms a review committee that depending on the policy, generally includes department's impacted, Department Heads and other key employees.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
redline policy 810	Resolution	3/1/2024
Policy 810 Uniform. clean copy	Resolution	3/1/2024
Resolution 24-80	Resolution	3/6/2024



City Personnel Policy
Uniforms and Work Apparel

POLICY: 810

Council approval: 03/28/2022 03/11/2024

Pages: 4

POLICY:

The City of Council Bluffs provides uniforms to applicable employees to help ensure the safety of the employee, in order to prevent damage to personal items as a result of the work required, and to help promote employee identification in the field. It is the responsibility of the employee to maintain a professional appearance while at work.

The purpose of this policy is to identify what clothing items should be provided to approved City employees and provide guidance on the requirements and responsibilities for being assigned these uniform items.

APPLICABILITY:

Approved regular full-time, regular part-time, and seasonal employees.

DEFINITIONS:

- A. **Normal Replacement Process:** Uniform items will be replaced on an as needed basis. Uniform items should be replaced when they have become too worn or unsightly. This determination will be made at the discretion of the Supervisor.
- B. **Alternative Apparel Item:** Department Head or Designee approved piece of clothing that is not covered in section #15 of this policy. An example of this would be sweatshirts or other cold weather clothing items.

PROCEDURE:

1. No stipends are allowed.

~~A. All uniform items must be purchased on Purchasing Cards.~~

2. Vendors:

- A. Must purchase pre-approved items from pre-approved vendors.
- B. The City has a separate contract for uniforms that are rented and laundered. ~~Uniform items under this separate contract may have a different logo.~~

3. Central Store will stock/provide the following items including, but not limited to:

810-1

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.75" + Indent at: 1"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

vests, hats, safety glasses, hearing protection, hard hats, masks, and gloves to eligible employees.

810-2

4. ~~All upper garments will have the City or Recycling Center logo on them. Department and/or division names may be included beneath the City's logo.~~

4. All items will have the City logo on them. Specific department logos will not be included on uniforms but division and/or department names may be included beneath the City's logo.

5. Where the City allows optional clothing articles, the employee may, through the normal replacement process, choose from among the articles available on an item for item basis. New employees shall be allowed to choose the number of articles authorized in any combination from the optional clothing items available.

6. The employee shall furnish a belt or narrow dark blue or black suspenders to wear with the uniform, if applicable.

7. The employee shall furnish leather work boots or, as an alternative, a safety shoe approved by their Supervisor may be worn, if applicable.

8. The Department Head, or Designee, may approve alternative apparel items when circumstances warrant. For uniformity sake, any alternative apparel item so approved must be purchased by the employee from the City supplier. If an employee wears an alternative article as described in this paragraph, the employee must at all times wear at least one article of apparel that clearly displays the City logo- identifying the employee as a City employee.

9. The employee shall maintain uniforms in a presentable condition to include cleaning and washing the uniform as needed. The employee shall report to their supervisor when they believe their uniform items have become too worn or no longer fit properly due to weight loss or gain and need replaced. Supervisor approval is needed to replace any uniform items.

10. The employee shall only wear the prescribed uniform when "on duty" or when traveling to or from work. Employees who are in transit to or from work may make ordinary stops in places such as grocery stores, etc., which do not reflect poorly on the image of the City. Uniforms shall not be worn on employees' days off, unless the employee is called to duty. Employee shall not indulge in the purchase or use of alcoholic beverages in public places while wearing uniforms bearing City identification.

11. Issued clothing items are the property of the City and must be returned to the City upon separation of service.

12. One person in each division/department (typically the Department Head's Administrative Assistant) is responsible for ordering/tracking who has received what items.

13. The employee and/or supervisor will complete the order form located on the forms page of City Link (entitled Uniform Request Form) and give it to the designated person to place the order.

Formatted: Font: (Default) Arial, 12 pt

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: (Default) Arial, 12 pt, Condensed by 0.05 pt

Formatted: Left, Indent: Left: 0.33", No bullets or numbering

Commented [MD1]: Tony is coming up with proposed wording for this to also call out the Recycling Center specific logo.

Formatted: Font: 12 pt

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

14. Working Supervisors in any group outlined below may also receive the allowed uniform items approved by Department Head.

Formatted: Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

810-4

15. Approved Groups (Items to be replaced as needed):

A. City Inspectors, Animal Control, and Approved Recycling Center:

- Up to six (6) polos
- [One \(1\) high visibility sweatshirt](#)
- One (1) jacket
- [One \(1\) insulated winter coat](#)

Formatted: Left, Numbered + Level: 1 + Numbering
Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned
at: 0.25" + Indent at: 0.5"

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

B. Front Line Workers (By Division):

- Parks:
 - Up to eleven (11) of the following: short sleeve work shirt, long sleeve work shirt, short sleeve polo shirt, or T-Shirt
 - Up to six (6) pair of pants (work pants or carpenter jeans)
 - One (1) high visibility sweatshirt
 - One (1) jacket
 - [One \(1\) outer garment \(insulated coveralls or, insulated bib overalls, ~~or parka~~\)](#)
 - [One \(1\) insulated winter coat](#)
 - One (1) winter hat
 - One (1) summer hat
- ~~Operations and approved Recycling Center and Recycling Center Supervisor:~~
 - Up to eleven (11) of the following: short sleeve work shirt, long sleeve work shirt, or T-shirt
 - Up to six (6) pair of pants (work pants or carpenter jeans)
 - One (1) high visibility sweatshirt
 - One (1) jacket
 - [One \(1\) outer garment \(insulated coveralls or, insulated bib overalls, ~~or parka~~\)](#)
 - [One \(1\) insulated winter coat](#)
 - One (1) winter hat
 - One (1) summer hat
- Wastewater Treatment Plant:
 - Up to eleven (11) of the following: short sleeve work shirt, long sleeve work shirt, short sleeve polo shirt, or T-shirt
 - Up to six (6) pair of pants (work pants or carpenter jeans)
 - One (1) high visibility sweatshirt
 - One (1) jacket
 - [One \(1\) outer garment \(insulated coveralls or, insulated bib overalls, ~~or parka~~\)](#)
 - [One \(1\) insulated winter coat](#)
 - One (1) winter hat
 - One (1) summer hat

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

Formatted: Not Expanded by / Condensed by

C. Seasonal Workers:

- Parks:
 - Up to three (3) T-shirts
 - One (1) piece of swimwear per season (Pool Seasonal Staff Only)
 - One (1) Lifeguard T-shirt per season (Pool Seasonal Staff Only)

• Recycling Center:

- ○ Up to three (3) T-shirts

D. Office Workers:

- Those representing the City at events (job fairs, conferences, etc.) may get up to three (3) polos. Approval of the Department Head, or Designee, is required.

Formatted



City Personnel Policy

Uniforms and Work Apparel

POLICY: 810

Council approval: 03/11/2024

Pages: 4

POLICY:

The City of Council Bluffs provides uniforms to applicable employees to help ensure the safety of the employee, in order to prevent damage to personal items as a result of the work required, and to help promote employee identification in the field. It is the responsibility of the employee to maintain a professional appearance while at work.

The purpose of this policy is to identify what clothing items should be provided to approved City employees and provide guidance on the requirements and responsibilities for being assigned these uniform items.

APPLICABILITY:

Approved regular full-time, regular part-time, and seasonal employees.

DEFINITIONS:

- A. **Normal Replacement Process:** Uniform items will be replaced on an as needed basis. Uniform items should be replaced when they have become too worn or unsightly. This determination will be made at the discretion of the Supervisor.
- B. **Alternative Apparel Item:** Department Head or Designee approved piece of clothing that is not covered in section #15 of this policy. An example of this would be sweatshirts or other cold weather clothing items.

PROCEDURE:

- 1. No stipends are allowed.
- 2. Vendors:
 - A. Must purchase pre-approved items from pre-approved vendors.
 - B. The City has a separate contract for uniforms that are rented and laundered.
- 3. Central Store will stock/provide the following items including, but not limited to: vests, hats, safety glasses, hearing protection, hard hats, masks, and gloves to eligible employees.

4. All upper garments will have the City or Recycling Center logo on them. Department and/or division names may be included beneath the City's logo.
5. Where the City allows optional clothing articles, the employee may, through the normal replacement process, choose from among the articles available on an item for item basis. New employees shall be allowed to choose the number of articles authorized in any combination from the optional clothing items available.
6. The employee shall furnish a belt or narrow dark blue or black suspenders to wear with the uniform, if applicable.
7. The employee shall furnish leather work boots or, as an alternative, a safety shoe approved by their Supervisor may be worn, if applicable.
8. The Department Head, or Designee, may approve alternative apparel items when circumstances warrant. For uniformity sake, any alternative apparel item so approved must be purchased by the employee from the City supplier. If an employee wears an alternative article as described in this paragraph, the employee must at all times wear at least one article of apparel that clearly displays the City logo identifying the employee as a City employee.
9. The employee shall maintain uniforms in a presentable condition to include cleaning and washing the uniform as needed. The employee shall report to their supervisor when they believe their uniform items have become too worn or no longer fit properly due to weight loss or gain and need replaced. Supervisor approval is needed to replace any uniform items.
10. The employee shall only wear the prescribed uniform when "on duty" or when traveling to or from work. Employees who are in transit to or from work may make ordinary stops in places such as grocery stores, etc., which do not reflect poorly on the image of the City. Uniforms shall not be worn on employees' days off, unless the employee is called to duty. Employee shall not indulge in the purchase or use of alcoholic beverages in public places while wearing uniforms bearing City identification.
11. Issued clothing items are the property of the City and must be returned to the City upon separation of service.
12. One person in each division/department is responsible for ordering/tracking who has received what items.
13. The employee and/or supervisor will complete the order form located on the forms page of City Link (entitled Uniform Request Form) and give it to the designated person to place the order.
14. Working Supervisors in any group outlined below may also receive the allowed uniform items approved by Department Head.

15. Approved Groups (Items to be replaced as needed):

A. City Inspectors, Animal Control, and Approved Recycling Center:

- Up to six (6) polos
- One (1) high visibility sweatshirt
- One (1) jacket
- One (1) insulated winter coat

B. Front Line Workers (By Division):

- Parks:
 - Up to eleven (11) of the following: short sleeve work shirt, long sleeve work shirt, short sleeve polo shirt, or T-Shirt
 - Up to six (6) pair of pants (work pants or carpenter jeans)
 - One (1) high visibility sweatshirt
 - One (1) jacket
 - One (1) outer garment (insulated coveralls or insulated bib overalls)
 - One (1) insulated winter coat
 - One (1) winter hat
 - One (1) summer hat
- Operations and approved Recycling Center
 - Up to eleven (11) of the following: short sleeve work shirt, long sleeve work shirt, or T-shirt
 - Up to six (6) pair of pants (work pants or carpenter jeans)
 - One (1) high visibility sweatshirt
 - One (1) jacket
 - One (1) outer garment (insulated coveralls or insulated bib overalls)
 - One (1) insulated winter coat
 - One (1) winter hat
 - One (1) summer hat
- Wastewater Treatment Plant:
 - Up to eleven (11) of the following: short sleeve work shirt, long sleeve work shirt, short sleeve polo shirt, or T-shirt
 - Up to six (6) pair of pants (work pants or carpenter jeans)
 - One (1) high visibility sweatshirt
 - One (1) jacket
 - One (1) outer garment (insulated coveralls or insulated bib overalls)
 - One (1) insulated winter coat
 - One (1) winter hat
 - One (1) summer hat

C. Seasonal Workers:

- Parks:
 - Up to three (3) T-shirts
 - One (1) piece of swimwear per season (Pool Seasonal Staff Only)
 - One (1) Lifeguard T-shirt per season (Pool Seasonal Staff Only)
- Recycling Center:
 - Up to three (3) T-shirts

D. Office Workers:

- Those representing the City at events (job fairs, conferences, etc.) may get up to three (3) polos. Approval of the Department Head, or Designee, is required.

RESOLUTION
NO 24-80

**A RESOLUTION APPROVING REVISIONS OF THE CITY’S CURRENT PERSONNEL
POLICIES MANUAL: POLICY #810 UNIFORMS AND WORK APPAREL**

WHEREAS, the last revisions of Policy occurred in 2022;

WHEREAS, there was a section of the policy that needed clarification; and,

WHEREAS, a minor change has been made that needs reflected in the City’s Personnel Policies manual; and,

WHEREAS, said changes are deemed to be in the best interest of the City of Council Bluffs, Iowa;

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

That the proposed revisions of the City’s current Personnel Policy:

#810 UNIFORMS AND WORK APPAREL

are hereby adopted and the Personnel Policy manual will be updated accordingly.

ADOPTED
AND
APPROVED

March 11, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Legal
Case/Project No.:
Submitted by: Graham Jura

Resolution 24-81
ITEM 7.F.

Council Action: 3/11/2024

Description

Resolution authorizing the Mayor to execute the order accepting the Acknowledgment/Settlement Agreement from Horseshoe Casino, 2701 23rd Avenue, for violation of the State's tobacco laws.

Background/Discussion

On or about January 18, 2024 a citation was issued to an employee of Horseshoe Casino, 2701 23rd Avenue, for providing tobacco to a minor. We pursued a civil penalty against the permit holder. The civil penalty for a first violation is \$300.00 and they have made payment of the \$300.00 penalty and submitted their Acknowledgment/Settlement Agreement. A resolution has been prepared authorizing the Mayor to execute the Order to Accept the Acknowledgement/Settlement Agreement from this business.

Recommendation

Approval is recommended.

ATTACHMENTS:

Description	Type	Upload Date
Signed Acknowledgment/Settlement Agreement	Other	3/5/2024
Proposed Order	Other	3/5/2024
Resolution 24-81	Resolution	3/6/2024

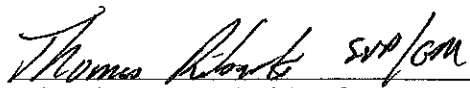
IN RE:

Horseshoe Casino
2701 23rd Avenue
Council Bluffs, IA 51501

**ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT**

I/We hereby knowingly and voluntarily acknowledge that we have received the **Complaint and Hearing Notice** in the above case. I/We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I/We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I/We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I/We have enclosed a check in the amount of \$300.00, made payable to the City of Council Bluffs, Iowa, to settle the above-referenced complaint. The above-captioned permit holder hereby waives all jurisdictional claims.

DATED this 12 day of February, 2024.



Printed Name and Title of Representative


Signature

NOTE: This must be signed by an individual cigarette permittee or, in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document (properly signed and dated), along with your \$300.00 check made payable to the City of Council Bluffs, Iowa, should be returned to:

Council Bluffs City Attorney
City Hall-Legal Dept
209 Pearl Street
Council Bluffs, IA 51503

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Horseshoe Casino
2701 23rd Avenue
Council Bluffs, IA 51501

**ORDER ACCEPTING THE
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT (FIRST VIOLATION)**

ON this 11th day of March, 2024, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a first violation of Iowa Code section 453A.2 occurred on January 18, 2024 and that the mandatory sanction for this violation is a \$300.00 civil penalty. The permit holder has submitted a check in the amount of \$300.00 with the executed Acknowledgment/Settlement Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with the Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

RESOLUTION NO. 24-81

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ORDER ACCEPTING THE ACKNOWLEDGMENT/SETTLEMENT AGREEMENT FROM HORSESHOE CASINO, 2701 23rd AVENUE, COUNCIL BLUFFS, IA 51503 FOR VIOLATION OF THE STATE'S TOBACCO LAWS.

WHEREAS, the Iowa Alcoholic Beverages Division has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs earlier this year resulted in a citation being issued to an employee of Horseshoe Casino on or about January 18, 2024; and

WHEREAS, the mandatory civil penalty of \$300.00 has been paid by the business and it is in the best interest of the City to execute an Order accepting the Acknowledgment/Settlement Agreement from this business.

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

That the Mayor is hereby authorized to execute the Order Accepting the Acknowledgment/Settlement Agreement from Horseshoe Casino for violation of Iowa Code Section 453A.2.

ADOPTED
AND
APPROVED

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Community

Development

Case/Project No.:

Submitted by: Courtney Harter,

Community Development Director

Resolution 24-82

ITEM 7.G.

Council Action: 3/11/2024

Description

Resolution authorizing and directing the Mayor to execute all documents necessary to satisfy the City of Council Bluffs' obligations and terminating the City's development agreements for the Marketplace Subdivision.

Background/Discussion

see attached

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/6/2024
Resolution 24-82	Resolution	3/6/2024

Council Communication

Department: Community Development	Ordinance No.: N/A	City Council: March 11, 2024
Case/Project No.: N/A	Resolution No.: 24-	
Subject/Title		
Resolution authorizing and directing the Mayor to execute all documents necessary to satisfy the City of Council Bluffs' obligations and terminating the City's development agreements for the Marketplace Subdivision.		
Location		
Marketplace Development east of S 24 th Street and south of I-80.		
Background/Discussion		
<u>Background</u> In June 2007, the City executed a development agreement with RED Legacy Group of Kansas City to complete the retail Marketplace Development. The City agreed to provide tax increment financing (TIF) through the Urban Renewal Area back to the developer with a guaranteed bond of \$5,950,000 with the Iowa Finance Authority (IFA). This bond is paid prior to providing back any developer incentive and has a balance of approximately \$600,000 remaining.		
<u>Discussion</u> RED Legacy is currently in foreclosure for Marketplace. Because the contract is written that the TIF can be reassigned, Staff and Legacy has agreed to mutually terminate the agreement prior to the sale of the development. Staff wishes to pay off the remaining \$600,000 bond balance with general funds and then pay back the balance with the incoming TIF proceeds. This will allow us to terminate all agreements with Legacy and IFA and ensure there is no future claim to the TIF.		
Staff Recommendation		
Adopt a resolution authorizing and directing the Mayor to execute all documents necessary to satisfy the City of Council Bluffs' obligations and terminating the City's development agreements for the Marketplace Subdivision.		
Attachments: Resolution		

Submitted by: Courtney Harter, Community Development Director

RESOLUTION NO. 24-82

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO SATISFY THE CITY OF COUNCIL BLUFFS' OBLIGATIONS AND TERMINATING THE CITY'S DEVELOPMENT AGREEMENTS FOR THE MARKETPLACE SUBDIVISION.

WHEREAS, The developer's interests in this project are scheduled to be foreclosed upon in the near future; and

WHEREAS, It is in the best interest of the City to satisfy our financial obligations and terminate all current Development Agreements; and

WHEREAS, Community Development and Legal Department recommend approval of this matter.

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

That the City Council of the City of Council Bluffs, Iowa authorize and direct the Mayor to execute all documents necessary to satisfy the City of Council Bluffs' obligations and terminating the City's Development Agreements for The Marketplace Subdivision.

ADOPTED
AND
APPROVED

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

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

Resolution 24-83
ITEM 7.H.

Council Action: 3/11/2024

Description

Resolution authorizing the Mayor to execute the order accepting the Acknowledgement/Settlement Agreement from I-80 Liquor, 2411 South 24th Street, Council Bluffs for the violation of the state's tobacco laws.

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Acknowledgement agreement	Agreement	3/8/2024
Order	Other	3/8/2024
Resolution 24-83	Resolution	3/8/2024

IN RE:

I-80 Liquor
2411 S. 24th Street
Council Bluffs, IA 51501

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I/We hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case. I/We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I/We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I/We understand that this penalty will count as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I/We understand that the penalty for a second violation is a \$1,500.00 fine or a suspension of my/our cigarette permit for thirty (30) days beginning on the date that will be specified in the official city order that I will receive. The above-captioned permit holder hereby waives all jurisdictional claims.

In accordance with Iowa Code Section 453A.22(2)(b), the above-captioned permittee chooses the following penalty:

X \$1,500.00 fine

OR

 30-day suspension

DATED this 8 day of March, 2024.

Braddon Jara - Owner
Printed Name and Title

Braddon Jara
Signature

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document, properly signed and dated, as well as a check in the amount of \$1,500.00 (if choice of penalty is fine) should be returned to:

City Attorney's Office
209 Pearl Street
Council Bluffs, IA 51503

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:
I-80 Liquor
2411 S. 24th Street
Council Bluffs, IA 51501

**ORDER ACCEPTING THE
ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT (SECOND VIOLATION)**

ON this 24TH DAY OF JULY, 2023, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgment/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

The City Council FINDS that the permit holder acknowledged in the Agreement that a second violation of Iowa Code Section 453A.2 occurred on January 18, 2024, and that the mandatory sanction for this violation is a \$1,500.00 civil penalty or retailer's permit shall be suspended for a period of thirty days. The permit holder has submitted a check in the amount of \$1,500.00 with the executed Acknowledgment/Settlement Agreement.

IT IS THEREFORE ORDERED that the Acknowledgment/Settlement Agreement be approved. This sanction is consistent with the Iowa Code Section 453A.22(2)(b) for a second violation.

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

RESOLUTION NO. 24-83

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ORDER ACCEPTING THE ACKNOWLEDGMENT/SETTLEMENT AGREEMENT FROM J & R LIQUOR, LLC AT I-80 LIQUOR, 2411 S. 24TH STREET, COUNCIL BLUFFS, IA 51503. FOR VIOLATION OF THE STATE'S TOBACCO LAWS.

WHEREAS, the Iowa Alcoholic Beverages Division has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, recent compliance checks in Council Bluffs resulted in a citation being issued to an employee of J & R Liquor on or about January 18, 2024, and this permit holder had a previous violation on February 9, 2022; and

WHEREAS, the mandatory civil penalty of \$1,500 for second violation has been paid by the business and it is in the best interest of the City to execute an Order accepting the Acknowledgement/Settlement Agreement.

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

That the Mayor is hereby authorized to execute the Order Accepting the Acknowledgment/Settlement Agreement from J & R Liquor, LLC for second violation of Iowa Code Section 453A.2(1).

ADOPTED
AND
APPROVED

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

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

Liquor Licenses
ITEM 8.A.

Council Action: 3/11/2024

Description

1. Harrah's Council Bluffs Casino & Hotel, One Harrah's Boulevard
2. Holiday Inn Hotel & Suites, 2202 River Road
3. The BLK Squirrel, 154 West Broadway
4. The Hut, 1925 West Broadway
5. The Porch House, 2327 South 24th Street
6. Sakura Sushi & Hibachi LLC, 3502 Metro Drive

Background/Discussion

The BLK Squirrel had the following alcohol related incidents/arrests this licensing period. The other businesses listed had none.

BLK Squirrel-

01/15/23 Disturbance – Handled by Officers.

02/03/23 Disturbance – Caller adv emp took his phone, caller poss intox, unk weaps. Caller is curr outside of Come On Inn bar. Handled by Officers.

03/17/23 Disturbance – A lot of people fighting. Handled by Officers.

07/21/23 Welfare check – 2 w/m taking adv of w/f at the bar unk weap. All parties intox. M locked out caller. Bartender called in- w/f refusing to leave recording staff who adv he's unsure why the orig caller is recording/ refusing to leave. F leaving now - walking EB in the alley behind the build, corr - F back at business at back patio. Call was handled by officers, officer noted caller was 10-96.

07/30/23 Trespassing – Dist b/w m subj & bartender, subj ref to leave. M subj's sister arrived also dist w/bartender, f also asked to leave. M party left w/ safe ride home, f arrested for public intox.

08/07/23 Welfare check– F caller adv was asked by niece for ride home from bar at 0300. Caller adv saw subjs inside drinking and left. Req ofcs to make sure everyone leaves the bar. Niece still on loc as caller left. Handled by officer.

08/29/23 Noise complaint – 6-7 people from Blk Squirrel running up/down 100 blk yelling/making a "ruckus." Unk weap poss. Handled by Officer.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Liquor Licenses	Other	3/6/2024

Harrah's Council Bluffs Casino & Hotel- LC0044769

Premise Street : One Harrah's Blvd

Application Number : App-194615

Class C Retail Alcohol License

> Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
Amendment	2023-09-14	2024-09-13	Submitted to Local Authority

* Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises. The Outdoor Service area must be contiguous to your current premises.

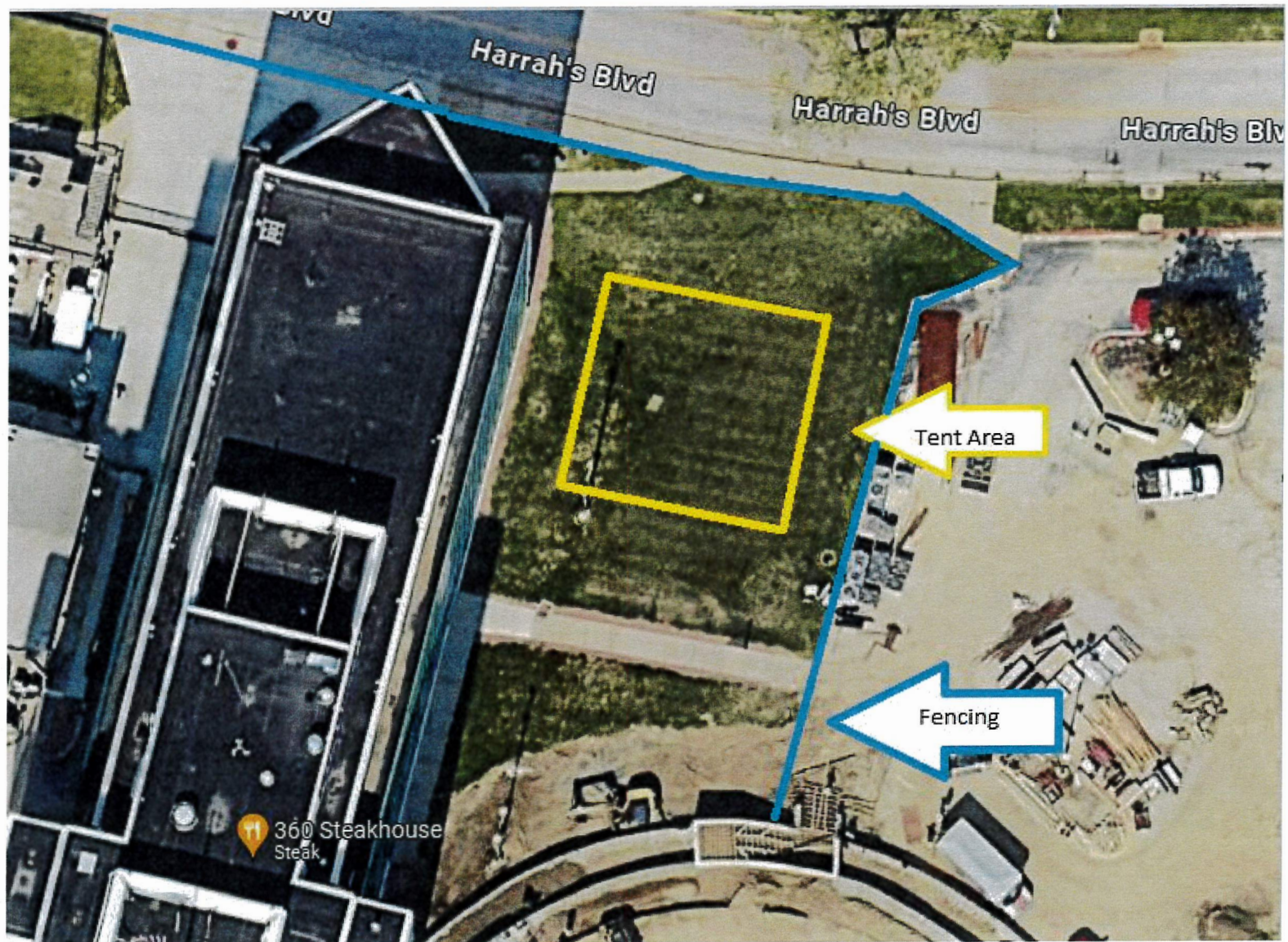
Is this a permanent or temporary outdoor service area?

Permanent

Looking to add Party Cove in grassy area in front of hotel at Harrah's Council Bluffs. It will be fenced in and monitored at the gates. Gates will be located at the sidewalks. Security will be checking ID's at the gates to ensure all guests are 21+.

Outdoor Service Update.

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>[Signature]</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>[Signature]</u>	Issued _____	
ZONING <u>[Signature]</u>	Expires _____	
	Council _____	



Jodi Quakenbush

From: Christopher Gibbons
Sent: Friday, March 1, 2024 11:51 AM
To: Jodi Quakenbush
Subject: FW: Harrahs - Party Cove

Jodi,

City staff met with Harrah's this morning to discuss their 'pre-game party area' on the east side of the hotel. I also spoke with Dick Wade about their liquor license and he did not see any issues with applying their existing license to this expanded area since they are zoned P-C. A full description of the use is described below in case you want more details.

Let me know if you have any questions.

Sincerely,

Christopher N. Gibbons, AICP
Planning Manager
Community Development Department
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503
Office: 712-890-5358

[Visit Council Bluffs Online](#)



From: Jeff Krist <jkrist@councilbluffs-ia.gov>
Sent: Tuesday, February 27, 2024 2:07 PM
To: Christopher Gibbons <cgibbons@councilbluffs-ia.gov>
Subject: FW: Harrahs - Party Cove

FYI.

Email thread.

Randy point of contact information is within email.

Questions ask with return responses below.

Thanks

Jeffrey E. Krist, P.E.
Civil Engineer II
City of Council Bluffs
Public Works Department
209 Pearl St.
Council Bluffs, IA 51503
712-890-5296
712-322-3418 Fax
402-594-5210 Cell
[Visit Council Bluffs Online](#)



From: Randall Portrey <rportrey@caesars.com>
Sent: Friday, February 23, 2024 4:51 PM
To: Jeff Krist <jkrist@councilbluffs-ia.gov>
Cc: Rodney Schultz <rschultz@councilbluffs-ia.gov>
Subject: RE: Harrahs - Party Cove

THIS MESSAGE IS FROM AN EXTERNAL SENDER.

Look closely at the SENDER address. Do not open ATTACHMENTS unless expected. Check for INDICATORS of phishing. Hover over LINKS before clicking.

Learn to spot a phishing message

Mr. Krist,
Please call me Randy. ☺
Comments in blue.



Randall Portrey | *Director of Facilities - Harrahs and Horseshoe*
O 712-396-3701
Council Bluffs, Iowa 51501
Harrah's Horseshoe

From: Jeff Krist <jkrist@councilbluffs-ia.gov>
Sent: Friday, February 23, 2024 4:30 PM
To: Randall Portrey <rportrey@caesars.com>
Cc: Rodney Schultz <rschultz@councilbluffs-ia.gov>
Subject: [EXTERNAL] RE: Harrahs - Party Cove

****CAUTION** - EXTERNAL EMAIL**

DO NOT open attachments or click on links from unknown senders or unexpected emails
The Original Sender of this email is jkrist@councilbluffs-ia.gov.

Dear Mr. Portrey

Thanks for reaching out towards potential "party" area use in hotel frontage of the Missouri river levee critical area.

Intent appears to be temporary with the concert season or does the intent span a larger timeframe of the calendar year? **Concert season.**

How is the intent to be supported in the "party" area?

Power, restroom facilities, tent anchoring. **We will have power from the lower level of the hotel. We will have port-a-potties, I'm looking at tent options and we are looking at inflatable tents so we can take them down. Some of them use 'water donuts' to anchor the columns. We would have 15 picnic tables.**

Similar to the "concert cove" of more permanent for re-use annually or is this a one and done type of request? **The hope is that the public has an enjoyable time and we would continue with this in 2025 and so on.**

Levee perspective really would only need further refinement of understanding on any at grade impact or below ground changes in the green area. Tent anchor systems/s, temporary power trenching, etc , surface work pad/s to support gathering intentions. Also if green area cover is damaged with "party" activity how will this be responsibly restored within or after concert season? **No power trenching needed. We want to install a privacy fence on the north and east sides of this area. We will have two gates and one concrete pad at the NE corner of the grass area.**

Does this green area request spill into the roadside ROW? **No, there are area drains inside the green area.**

Please provide further refinement on levee dryside critical alternation request towards depths, locations, and expectation of dwell timeframe to answer questions above.

Concert season is May thru September.

Depending on tent structure, we are looking at an inflatable tent with water tube to stake/hold tent. We may go in another direction and it may require stakes in the ground 12" deep. I want to go with an inflatable tent so we can take it down before the concert starts. The idea is to have this open until the concert starts. Time open would be 4:00 or 4:30 to 8:30 (depending on when the main act is starting the performance.)

I hope this helps and I would love to take you on a 15 minute tour.

Thanks

With additional information a more formal return response can be provided.

Sincerely

Jeffrey E. Krist, P.E.
Civil Engineer II
City of Council Bluffs
Public Works Department
209 Pearl St.
Council Bluffs, IA 51503
712-890-5296
712-322-3418 Fax
402-594-5210 Cell



From: Randall Portrey <rportrey@caesars.com>
Sent: Friday, February 23, 2024 11:27 AM
To: Aaron Williams <awilliams@councilbluffs-ia.gov>; Jeff Krist <jkrist@councilbluffs-ia.gov>
Subject: Harrahs - Party Cove
Importance: High

THIS MESSAGE IS FROM AN EXTERNAL SENDER.

Look closely at the SENDER address. Do not open ATTACHMENTS unless expected. Check for INDICATORS of phishing. Hover over LINKS before clicking.

[Learn to spot a phishing message](#)

Good morning,

We are working on a project on the east side of Harrahs hotel (area marked in green) and I'm checking to see if we need permission/permits etc.

We are looking at getting a tent with hot dogs, hamburgers, drinks, picnic tables and maybe some games?

It is like a tailgate opportunity before the concert. Once the concert begins, this will be shut down.

Thoughts?

Thanks





Randall Portrey | *Director of Facilities - Harrahs and Horseshoe*
O 712-396-3701
Council Bluffs, Iowa 51501
Harrah's Horseshoe

Sakura Sushi & Hibachi LLC- LC0042476

Premise Street : 3502 Metro Dr

Application Number : App-196025

Class C Retail Alcohol License

> Application Type Renewal	Tentative Effective Date 2024-04-13	Tentative Expiration Date 2025-04-12	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 <u> </u>	
FIRE <u>AF</u>	Endorsed <u> </u>	
BUILDING <u>BS</u>	Issued <u> </u>	
ZONING <u>CS</u>	Expires <u> </u>	
	Council <u> </u>	

The Porch House LC0045124
Premise Street : 2327 S 24th Street
Class C Retail Alcohol License

Application Number : App-196350

>	Application Type Renewal	Tentative Effective Date 2024-03-01	Tentative Expiration Date 2025-02-28	Application Status ? Pending Dramshop Review
---	-----------------------------	--	---	---

<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>CS</u>	Expires _____	
	Council _____	

THE HUT: LE0003411

Premise Street : 1925 W Broadway

Application Number : App-193096

Class E Retail Alcohol License

> 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> </u>	Local Amt <u> </u>	
FIRE <u>AF</u>	Endorsed <u> </u>	
BUILDING <u>RS</u>	Issued <u> </u>	
ZONING <u> </u>	Expires <u> </u>	
	Council <u> </u>	

Holiday Inn Hotel & Suites- LC0048973

Premise Street : 2202 River Road

Application Number : App-196516

Class C Retail Alcohol License

>	Application Type Renewal	Tentative Effective Date 2024-03-15	Tentative Expiration Date 2025-03-14	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>CS</u>	Expires _____	
	Council _____	

The BLK Squirrel- LC0042382

Premise Street : 154 West Broadway

Application Number : App-196319

Class C Retail Alcohol License

>	Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
	Renewal	2024-03-01	2025-02-28	Pending Dramshop Review

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u> <i>MS</i> </u>	Local Amt	_____
FIRE <u> <i>AF</i> </u>	Endorsed	_____
BUILDING <u> <i>RS</i> </u>	Issued	_____
ZONING <u> <i>CA</i> </u>	Expires	_____
	Council	_____

The Dock Bar & Grill- LC0045123

Premise Street : 401 Veterans Memorial Hwy

Application Number : App-193774

Class C Retail Alcohol License

>	Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
	Renewal	2024-03-01	2025-02-28	In Progress

<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>CS</u>	Expires _____	
	Council _____	

Council Communication

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

Liquor License
ITEM 8.B.

Council Action: 3/11/2024

Description

1. The Dock Bar & Grill, 401 Veterans Memorial Highway

Background/Discussion

No alcohol related incidents/arrests at this business this licensing period.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Liquor License	Other	3/6/2024

The Dock Bar & Grill- LC0045123

Premise Street : 401 Veterans Memorial Hwy

Application Number : App-193774

Class C Retail Alcohol License

>	Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
	Renewal	2024-03-01	2025-02-28	In Progress

<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>CS</u>	Expires _____	
	Council _____	

Council Communication

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

Cigarette/Tobacco/Nicotine/Vapor
Permit
ITEM 8.C.

Council Action: 3/11/2024

Description

Speedy Gas N Shop, 2024 5th Avenue (New)

Background/Discussion

Per Legal LLC is in good standing and applicant is listed as registered agent. Most recent violation shows 2018.

Per PAR there have been no documented tobacco violations for the past year.

No objections to approval.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Cigarette/Tobacco/Nicotine/Vapor Permit	Other	3/4/2024

Instructions on the reverse sideFor period (MM/DD/YYYY) 3 / 12 / 24 through June 30, 24

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:Trade name/Doing business as: Speedy Gas N ShopPhysical location address: 2024 5th Ave, City: Council Bluffs ZIP: 51501Mailing address: 2024 5th Ave, City: Council Bluffs, State: IA ZIP: 51501Business phone number: 402-917-6675**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP IN-N-OUT S+D LLC,Mailing address: 16439 Yates St, City: Omaha State: NE ZIP: 68116Phone number: 402-216-4636 Fax number: _____ Email: Farrainc@hotmail.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☐

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print): Ismail AlfarraName (please print): Adah

Signature: _____

Signature: _____

Date: 2-27-2024

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50⁰⁰
- Fill in the date the permit was approved by the council or board: 3-11-24
- Fill in the permit number issued by the city/county: 1807421
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New ☒ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375