



**Study Session Agenda  
City of Council Bluffs, Iowa  
May 19, 2025, 3:45 PM  
Council Chambers, 2nd Floor, City Hall  
209 Pearl Street**

**STUDY SESSION AGENDA**

- A. Review Agenda



**Council Agenda, City of Council Bluffs, Iowa  
Regular Meeting May 19, 2025, 7:00 PM  
Council Chambers, 2nd Floor, City Hall  
209 Pearl Street**

**AGENDA**

REVISED: 05/15/25 at 4:40 pm, to add attachment to Item 3I

**1. PLEDGE OF ALLEGIANCE**

**2. CALL TO ORDER**

**3. CONSENT AGENDA**

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

B. Reading, correction and approval of the May 5, 2025 regular City Council meeting minutes.

**C. Resolution 25-130**

Resolution accepting the work of Neuvirth Construction, Inc. as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the N. 28th Street Storm Sewer Rehab, Phase IV. Project #PW24-11

**D. Resolution 25-131**

Resolution approving minimum development requirements, competitive criteria, and procedures for disposition of certain city-owned property along East Manawa Drive; and soliciting proposals in accordance with the request for proposals and setting a public hearing for July 14, 2025 at 7:00 p.m. to accept proposals.

**E. Resolution 25-132**

Resolution setting a public hearing for June 9, 2025 at 7:00 p.m. for the proposed amendment to the City's budget for the fiscal year ending June 30, 2025.

**F. March 2025 Financial Reports**

**G. Claims**

**H. Right of Redemption**

**I. Lawsuit (R&F)**

#### **4. MAYORS PROCLAMATIONS**

- A. National Safe Boating Week
- B. Methamphetamine Prevention Month

#### **5. PUBLIC HEARINGS**

- A. Resolution 25-133  
Resolution approving the plans and specifications for the 6th Avenue Pump Station Odor Control. Project #PW24-17
- B. Resolution 25-134  
Resolution granting final plat approval of a two-lot residential subdivision to be known as Canon Subdivision, being a replat of Lot 9, Block 1 and Lots 1 and 2, Block 3, Oak Grove Addition, together with a part of vacated Lindberg Drive adjacent, more particularly described in Attachment 'A.'
- C. Resolution 25-135  
Resolution approving and authorizing execution of a Second Amended and Restated Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and Spin Lofts, LLC, and the conveyance of real property to Spin Lofts, LLC thereunder.
- D. Resolution 25-136  
Resolution making final determination on potential sale of interest in real property and approving and authorizing execution of a Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and WE Roost, LLC within the West Broadway Urban Renewal Area.

#### **6. ORDINANCES ON 2ND READING**

- A. Ordinance 6647  
Ordinance to amend Chapter 3.62 "Solicitors" of the 2020 Municipal Code of Council Bluffs, Iowa, by amending Chapter 3.62.020 "Definitions-Solicitors."
- B. Ordinance 6648  
Ordinance adopting the 2025 Municipal Code of Council Bluffs, Iowa.

#### **7. RESOLUTIONS**

- A. Resolution 25-137  
Resolution authorizing and setting the Drainage District annual assessment for Mosquito Creek #22, Sieck #32, and West Lewis #35 for fiscal year 2026.

- B. Resolution 25-138  
Resolution approving wage increases for non-union employees.
- C. Resolution 25-139  
Resolution accepting the bid of Compass Utility, LLC for the Kenmore Avenue Sanitary Sewer Reconstruction. Project # PW25-24
- D. Resolutions 25-140, 25-141, 25-142 and 25-143  
Resolutions authorizing joint applications to the Iowa Economic Development Authority (IEDA) for Workforce Housing Tax Incentive Program benefits.
- E. Resolution 25-144  
Resolution approving an agreement with Security National Bank to manage the City of Council Bluffs 457(b) Plan and authorizing and directing the Mayor to execute the same on the behalf of the City.
- F. Resolution 25-145  
Resolution to establish an Investment Advisory Committee to create an Investment Policy and to oversee the compliance of the same for the City of Council Bluffs Employee 457 Plan.

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

- A. Liquor Licenses
  - 1. BBQ Brothers, 321 Comanche St.
  - 2. Eagles Club, 1530 Ave. F
  - 3. Jonesy's Corner, 2752 W. Broadway
  - 4. Latino Market, 1535 Ave. G
  - 5. Springhill Suites Council Bluffs, 3216 Plaza View Dr.
  - 6. StreetSide Lounge, 319 N. 16th St.
- B. Retail Tobacco Permit - New (1), Renewals (18)

## **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 May 5, 2025**

### **CALL TO ORDER**

Mayor Walsh called the meeting to order at 7:00 p.m. on Monday May 5, 2025.

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

Staff present: Amanda Kopera, Brandon Garrett, Richard Wade, Mimi Dobson, Brenda Norton, Justin James and Matt Davis.

### **CONSENT AGENDA**

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

Reading, correction and approval of the April 21, 2025 regular City Council meeting minutes.

Resolution 25-119

Resolution setting a public hearing for 7:00 p.m. on May 19, 2025 for the 6th Avenue Pump Station Odor Control. Project #PW24-17

Resolution 25-120

Resolution of necessity and intent and setting a public hearing for June 9, 2025 at 7:00 p.m. to amend the Amended and Restated Consolidated Urban Revitalization Plan – Amendment 2 and subareas for the City of Council Bluffs. URV-25-005

Resolution 25-121

Resolution setting public hearing for May 19, 2025 at 7:00 pm on the proposal to enter into a Development Agreement with Spin Lofts, LLC for the construction of a multi-family housing development.

Resolution 25-122

Resolution setting a public hearing for May 19, 2025 at 7:00 p.m. on the proposal to enter into a Development Agreement with Hoppe

Claims

Jill Shudak and Joe Disalvo moved and seconded approval of amended Consent agenda, removing item 8D from the agenda. Unanimous, 5-0 vote.

## **MAYORS PROCLAMATIONS**

- A. National Travel and Tourism Week
- B. Celebrate CB Week

Proclamations received at study session.

## **PUBLIC HEARINGS**

### **Ordinance 6645**

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020, by appending a PR-2/Planned Residential Overlay on property legally described as the west 110 feet of Lot 1, Block 5, Park Addition, as defined in Chapter 15.28. Location: 1003 High Street. PR-25-001

Heard From:

Carolynn Storm, 921 High Street, Sandau motioned to Received and File, seconded by Disalvo, Unanimous.

Amber Miller, 1009 High Street, Disalvo motioned to Received and File, seconded by Shudak, Unanimous.

Pastor Joseph Hall, Crossroads Church, 1307 North 29th Street.

Roger Sandau and Steve Gorman moved and seconded approval of Motion to Deny Ordinance 6645. Unanimous, 5-0 vote.

### **Resolution 25-123**

Resolution approving the plans and specifications in connection with the Southwest Pump Station Trash Rack Rehab. Project #PW25-17

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 25-123. Unanimous, 5-0 vote.

### **Resolution 25-124**

Resolution supporting the City's application to Iowa Economic Development Authority (IEDA) for Community Development Block Grant-Covid (CDBG-CV) grant funding and that the Mayor is hereby authorized and directed to submit an application to IEDA for CDBG-CV grant funding and execute any related contracts with IEDA upon award.

Heard from Chief James and Chief Davis.

Jill Shudak and Joe Disalvo moved and seconded approval of Resolution 25-124. Voice Vote, 4-1 vote. (Nays: Sandau)

## **ORDINANCES ON 1ST READING**

### **Ordinance 6647**

Ordinance to amend Chapter 3.62 "Solicitors" of the 2020 Municipal Code of Council Bluffs, Iowa, by amending Chapter 3.62.020 "Definitions-Solicitors."

Jill Shudak and Roger Sandau moved and seconded approval of first consideration of Ordinance 6647. Second consideration to be held May 19, 2025 at 7:00 p.m. Unanimous, 5-0 vote.

### **Ordinance 6648**

Ordinance adopting the 2025 Municipal Code of Council Bluffs, Iowa.

Jill Shudak and Steve Gorman moved and seconded approval of first consideration of Ordinance 6648. Second consideration to be held May 19, 2025 at 7:00 p.m. Unanimous, 5-0 vote.

## **ORDINANCES ON 2ND READING**

### **Ordinance 6646**

Ordinance to amend Title 9 "Traffic" of the 2020 Municipal Code of Council Bluffs, Iowa, by amending Chapter 9.72.357 "Open Containers in Motor Vehicles" to differentiate between the driver and a passenger.

Roger Sandau and Joe Disalvo moved and seconded approval of second consideration of Ordinance 6646. Unanimous, 5-0 vote.

Roger Sandau and Chris Peterson moved and seconded approval of motion to waive third consideration of Ordinance 6646. Ordinance passes to law. Unanimous, 5-0 vote.

## **RESOLUTIONS**

### **Resolution 25-125**

Resolution authorizing the Mayor to execute a Memorandum of Understanding with the Metropolitan Area Planning Agency in support of the Comprehensive Safety Action Plan.

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 25-125. Unanimous, 5-0 vote.

### **Resolution 25-126**

Resolution approving the appointment of Malina Dobson as the City Attorney, effective May 12, 2025.

Jill Shudak and Joe Disalvo moved and seconded approval of Resolution 25-126. Unanimous, 5-0 vote.

Resolution 25-127

Resolution changing the status of Richard Wade from the Council Bluffs City Attorney to Attorney of Counsel for the City of Council Bluffs, Iowa.

Roger Sandau and Joe Disalvo moved and seconded approval of Resolution 25-127. Unanimous, 5-0 vote.

Resolution 25-128

Resolution establishing a deadline for submission of executed agreement for the development of the East Manawa Phase I Housing Project along with proof of financing for the project.

Item removed from agenda with Consent agenda motion.

Resolution 25-129

Resolution to Reclassify City-owned property as Transitional Preserve with the intention of pursuing development by one or more parties.

Heard from:

Chris LaFerla, 17582 Garrett Cir; Kristen Blum, 20527 270th Street; Vickie Murillo, 23 Patrick Circle; Aly Nichols, 635 Simms Avenue; Jenene Vandenburg, 325 Oak Ridge View Cir; Justin James, 23009 272nd Street; Brandon Garrett; Turner Morgan, 533 Clark Avenue; Shelley Whitcher, Pott County Housing Trust Fund; Diane Storey, 148 Ivy Drive; Randall Behm, 1007 E Cary; Ken McGlade, 2732 Tara Hills Street; Terry Oswald, 1517 Chestnut Drive; Jay Gubbels, 21850 Martinwood Drive; Jim Olsen, 3111 Middle Ferry Road; Bob Wambold, 3342 Avenue B; Troy Tech, 509 Redwood Drive; Kip Peterson, 208 Bancroft Plaza; Michael Graham, 3214 5th Avenue and Brian Christensen, 17997 Vista Lane.

Sandau motion receive and file item from Randall Behm, seconded by Disalvo, Unanimous 5-0 vote.

Shudak motion receive and file item from Terry Oswald, seconded by Disalvo, Unanimous 5-0 vote.

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 25-129. Voice Vote, 2-3 vote. (Nays: Peterson, Sandau, Shudak) Resolution Fails.

## **APPLICATIONS FOR PERMITS AND CANCELLATIONS**

Liquor Licenses: 1) Bike Night, 100 & 200 Blocks of West Broadway; 2) Bottoms Up, 2800 Twin City Dr.; 3) C'mon Inn, 144 West Broadway; 4) IWCC – Special Event (89.7 The River Concert at Hanafan Park 7/12/25); 5) Railway Inn, 1115 1st Ave.; 6) Red Anchor, 3515 Metro Dr.; 7) Spillway Grill and Bar, 1840 Madison Ave.

Special Event Application: Celebrate CB Parade

Noise Variance: Block Party 7/4/2025 until 12:00 a.m.

Roger Sandau and Joe Disalvo moved and seconded approval of Applications for permits and cancellations, Items 9A1-7, 9B and 9C. Unanimous, 5-0 vote.

## **CITIZENS REQUEST TO BE HEARD**

Heard from: Diane Storey, 148 Ivy Drive

## **ADJOURNMENT**

Mayor Walsh adjourned the meeting at 10:22 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: Amanda Kopera, Deputy City Clerk

## Council Communication

Department: Public Works Admin  
Case/Project No.: PW24-11  
Submitted by: Matthew Cox, Public Works  
Director

Resolution 25-130  
ITEM 3.C.

Council Action: 5/19/2025

### Description

Resolution accepting the work of Neuvirth Construction, Inc. as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the N. 28th Street Storm Sewer Rehab, Phase IV. Project #PW24-11

### Background/Discussion

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

Phase IV included the replacement of the storm sewer interceptor in Avenue L from 2700 Avenue L to 28th Street. The project required the reconstruction of the roadways and sanitary sewer. The phased approach of this rehabilitation project was based on prioritizing the roadways with existing storm sewer interceptors, frequent flooding areas, and infrastructure that is in poor condition needing immediate replacement.

The project was included in the FY24 CIP with funding from Local Option Sales Tax and Sewer Funds.

	Division I	Division II	Division III	Division IV	Division V	
	<u>General</u>	<u>Pavement</u>	<u>Storm Sewer</u>	<u>Sanitary Sewer</u>	<u>Water Main</u>	<u>Total</u>
Original Contract Amount	\$700,815.05	\$633,051.06	\$1,894,231.64	\$498,690.75	\$303,962.75	\$4,030,751.25
Change Orders (-2.96%)	(\$15,073.89)	(\$55,793.78)	(\$16,019.46)	(\$17,050.99)	(\$15,260.27)	(\$119,198.39)
Final Contract Amount	\$685,741.16	\$577,257.28	\$1,878,212.18	\$481,639.76	\$288,702.48	\$3,911,552.86
Less Previous Payments	\$651,454.10	\$548,394.42	\$1,784,301.57	\$457,557.77	\$274,267.36	\$3,715,975.22
Retainage Due Contractor	\$34,287.06	\$28,862.86	\$93,910.61	\$24,081.99	\$14,435.12	\$195,577.64

The Contractor received one non-compliance notice.

### Recommendation

Approval of this resolution accepting the work of Neuvirth Construction, Inc. as complete and authorizing the release of retainage after 30 days.

### ATTACHMENTS:

Description	Type	Upload Date
Resolution 25-130	Resolution	5/15/2025

**RESOLUTION**  
**NO 25-130**

**RESOLUTION ACCEPTING THE WORK OF  
NEUVIRTH CONSTRUCTION, INC.  
IN CONNECTION WITH  
N. 28<sup>TH</sup> STREET STORM SEWER REHAB, PHASE IV  
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE  
A CITY CHECK IN THE AMOUNT OF \$195,577.64  
PROJECT #PW24-11**

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Neuvirth Construction, Inc. Blair, NE for the N. 28<sup>th</sup> Street Storm Sewer Rehab, Phase IV; and

WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the city clerk; and

WHEREAS, a request for final payment in the amount of \$195,577.64 to Neuvirth Construction, Inc. has been submitted to the city council for approval and payment; and

WHEREAS, final payment is due 30 days after acceptance of the work; and

WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$195,577.64 constitutes a valid obligation of the City and should in its best interest be paid.

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

Said improvements are hereby accepted as having been fully completed in accordance with plans and specifications.

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of \$195,577.64 payable to Neuvirth Construction, Inc. from budget codes Division I, S36000-676000; Division II, S36000-676200; Division III, S36000-676500, Division IV, S36000-676700; Division V, S36000-678000; Project #2411X.

AND BE IT FURTHER RESOLVED

That the aforementioned project is encompassed by the language of the 1989 Local Option Sales Tax Ballot and as such this is an appropriate expenditure of the Local Option Sales Tax Revenues.

ADOPTED  
AND  
APPROVED

May 19, 2025

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

ATTEST:

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

## Council Communication

Department: Community  
Development

Case/Project No.:  
Submitted by: Courtney Harter,  
Director, Community Development  
Department

Resolution 25-131  
ITEM 3.D.

Council Action: 5/19/2025

### Description

Resolution approving minimum development requirements, competitive criteria, and procedures for disposition of certain city-owned property along East Manawa Drive; and soliciting proposals in accordance with the request for proposals and setting a public hearing for July 14, 2025 at 7:00 p.m. to accept proposals.

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	5/9/2025
Request for Proposals	Other	5/11/2025
Notice of Public Hearing	Notice	5/9/2025
Resolution 25-131	Resolution	5/15/2025

## Council Communication

Department: Community Development	Resolution No.: 25 -	City Council: 5-19-2025 Public Hearing: 7-14-2025
<p style="text-align: center;"><b>Subject/Title</b></p> <ol style="list-style-type: none"><li>1. Approval of the request for proposals for new residential development on the south side of the City owned East Manawa subdivision; and</li><li>2. Approval of the minimum development requirements, competitive criteria and procedures for disposition of certain property and soliciting proposals in accordance with the request for proposals, and setting a public hearing for July 14,2025 as the date of public hearing on the intent to accept the selected development proposal submitted.</li></ol>		
<p style="text-align: center;"><b>Background/ Discussion</b></p> <p><u>Background</u></p> <p>In 2022, the City purchased 93.17 acres located on E. Manawa Drive using ARPA funds of \$4,190,000. Conceptual plans show a range from 600 to 900 housing units on the property depending on design and developer selection. The first phase of the development is the construction of 40 single-family attached housing units through the City’s grant from the Iowa Economic Development Authority (IEDA) to provide new housing to households at or below 80% of the median family income (MFI). IEDA’s 2019 Single Family Housing Production and Down Payment Assistance Program awarded Council Bluffs \$6,873,501.</p> <p><u>Discussion</u></p> <p>East Manawa Subdivision is in an Urban Renewal Area in the future to support its development. In order to initiate the property disposal process, the City must undertake certain actions on the property to ensure reasonable competitive bidding procedures and allow 30 days to respond and to comply with Iowa urban renewal laws. This includes providing notice by publication in a newspaper having a general circulation to the community 30 days prior to the execution of a contract involving the transfer of property.</p> <p>Attached is a copy of the request for proposal that will be uploaded into the City’s ‘IONWAVE’ bid letting web application and emailed to developers, real estate firms and other parties soliciting submissions. The proposal’s availability will be published in the legal ad section of the Nonpareil and posted on the City’s website. The attached resolution asks for City Council approval of this form and content.</p> <p>A separate resolution also directs the City Clerk to publish notice inviting development proposals to be submitted. Proposals are due by 4:00 p.m. on June 25,2025. Lastly, the resolution approves July 14,2025 as the date of public hearing on the intent to accept the selected development proposal(s) submitted.</p>		
<p style="text-align: center;"><b>Attachments</b></p> <ol style="list-style-type: none"><li>1. Request for Proposals</li><li>2. Resolution</li></ol>		

Submitted by: Courtney Harter, Community Development Director

**City of Council Bluffs, Iowa**  
**Request for Proposals**  
**East Manawa Redevelopment Area**  
**Proposal Due Date: June 25, 2025**

---

The City of Council Bluffs is applying for the State of Iowa funded Community Development Disaster Recovery (CDBG-DR) fund to construct 40 new single-family attached housing units. The chosen property is located within the City's East Manawa redevelopment area generally located north of Huron Circle connecting East Manawa Drive and Mohawk Street. This will be a new street extension known as Mallard Street.

The City is currently in the process of designing the infrastructure extension as well as creation of the preliminary subdivision and platting for the site. A map depicting the project location is included as Attachment 'A'.

The CDBG-DR Single Family Housing Production and Down Payment Assistance Program, Round 3 provides communities the opportunity to apply for funds to increase housing opportunities after the 2019 flood disaster declaration. The City was awarded \$6.8 million to provide long-term, quality, single-family housing that is resilient to future natural disasters and affordable to low-to-moderate income households.

The City wishes to work with one or more developers/builders that can assist in the construction of the new attached single-family homes that will be marked through the CDBG-DR program. All units must be completed and sold to qualified household by December 15, 2026. Interested developers and builders must be committed to a timeline that meets this deadline. Attachment 'B' includes the guidelines for the CDBG-DR Program.

**Site Description**

East Manawa Subdivision is a 93-acre master-planned, residential development project generally located south of Veterans Memorial Highway along the west side of East Manawa Drive. The neighborhood is also designed to incorporate current best urban planning practices such as: mixture of housing typologies; buildings constructed with custom setback distances from the adjacent public realm, pedestrian mobility and walkability via sidewalks. A map illustrating existing development within the neighborhood is included with this RFP as Attachment 'C'. Currently the site is vacant land but the City plans to continue development of the area as funding is available.

The site will be rezoned to R-3 Low-Density Multi-Family Residential with a PR/Planned Residential Overlay. Per Section 15.128 of the Council Bluffs Municipal Code (Zoning Ordinance), the PR-Overlay is intended *"Provide for innovative and imaginative development through flexibility in subdivision and site layout, placement of buildings, a variety of housing types, efficient diversification of land uses, alternative modes of transportation, pedestrian and vehicular interconnections, use of open space, conservation of natural habitats and wildlife, and related architectural design, off-street parking and signage considerations"*. A copy of the complete PR District zoning regulations is included with this RFP as Attachments 'D'.

All subject properties included in this RFP are located in flood zone X (protected by levee).

The propose project will be the construction of ten (10) four-unit single-family attached units (40 total units). The selected builder/s shall be required to use the provided plans and meet all Energy Star requirements (Attachment E).

#### Value of the Property

Lots will be provided at no cost (\$0.00) to meet the IEDA cost caps established for the constructed homes.

#### **Inquiries, Questions and Deadlines**

All inquiries/questions regarding this RFP must be directed via the electronic submission system at <https://cbiabids.ionwave.net/>. Any changes or additions to the RFP information will be sent to via Ion Wave. Any other contact in reference to this RFP prior to the time of an award decision will not be addressed.

**RFP Issued:** May 20, 2025

**In Person Q&A:** June 5, 2025 at 9:30 am (CST)  
Council Bluffs Public Library Room B

**Q&A Ends:** June 10, 2025 at 3:00 pm (CST)

**Answers Posted:** No later than June 13, 2025 at 3:00 pm (CST)

**RFP Due:** June 25, 2025 by 4:00 p.m. (CST)

All proposal responses must be submitted through the City's bidding platform IonWave. <https://cbiabids.ionwave.net/Login.aspx>.

#### **Proposal and Submittal Requirements**

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

1. Cove Page – Summary of qualifications. Include relevant contact information.
2. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.
3. Project Timeline – A timeline for the project design, bidding, construction and occupancy.
4. SAM.gov Registration – Must be registered in SAM.gov and show not on debarred list.

#### **Proposal Evaluation**

The project proposals will be reviewed based on the following evaluation criteria:

1. Developer's Experience and Capacity (75%): The makeup/description of the developer's project team. The preferred developer will have significant experience in the construction residential development. The names of individuals involved and the roles they will perform must be listed. Provide a description of the qualifications and experience of the specific individuals who will be involved in the work described in this RFP, including staff and other professionals.

Developers and builders are encouraged to partner together.

2. Units (25%): The number of units the developer is able to construct during the allotted timeline. Preference will be giving to developers/builders that can commit to at least 5 or more units.

The above information will be used to select qualified developers. Upon developer selection, development agreements will be negotiated and executed.

### **General Provisions**

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

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

- 5) Indemnification: The selected Developer shall: (1) faithfully perform said Contract on City's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the City from all costs and damages which said City may suffer by reason of failure to do so; and (3) fully reimburse and repay said City all outlay and expenses which said City may incur in making good any default.

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

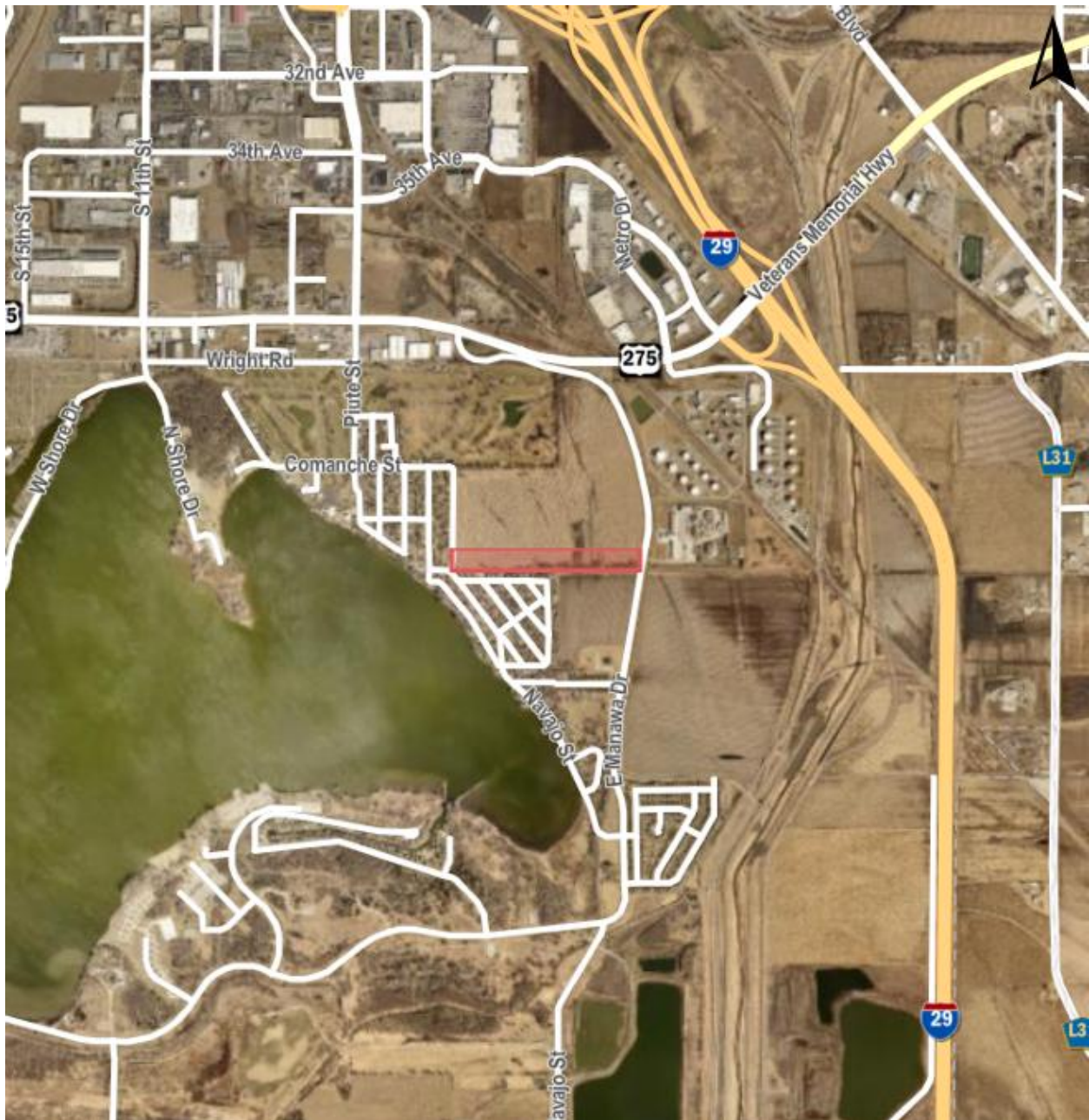
- 6) Insurance: The selected Developer shall carry and maintain during the life of the contract insurance as deemed appropriate by the City of Council Bluffs. Specific amounts and types of insurance will be detailed in the negotiated development agreement.
- 7) Collusion: The Developer, by submitting a Proposal, declares that the submission is made without any previous understanding, agreement or connections with any persons, Developers or corporations

making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion or fraud.

- 8) Consideration of Submittals: Proposals will be considered from Developers normally engaged in providing and performing services as specified in this RFP. The Developer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine the ability to perform in accordance with specifications, terms and conditions before recommending any award.
- 9) Discrimination Clause: According to the City of Council Bluffs Municipal Code 1.40, discrimination of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, age or mental or physical disability is prohibited in any form. This extends to any and all partner agencies and contractual obligations.

## Attachment A

### Site Map



## **Attachment B**

### **IEDA 2019 Single Family Housing Production and Down Payment Assistance Program Guidelines**

# 2019 Single Family Housing Production and Downpayment Assistance Program

## Program Purpose

To assist in the long-term recovery to the 2019 floods by providing for long-term, quality, single-family housing that is resilient to future natural disasters and affordable to low to moderate income households.

## Version History

Version	Date	Summary Description
1.0	December 2020	Round 1 Launch
2.0	July 2021	Round 2 Launch
2.1	November 2022	Update for Fair Housing for New Applicants
2.2	June 2022	Update to Disaster Tieback, Removal of redundant already in the Combined Policies & Procedures Manual
2.3	November 2023	Update to downpayment assistance parameters, disaster impact marketing period
3.0	May 2024	Round 3 Launch

## Administration

This program is administered by the Iowa Economic Development Authority (IEDA). IEDA is a state agency which administers Community Development Block Grant-Disaster Recovery (CDBG-DR) awards issued to the State of Iowa by the U.S. Department of Housing & Urban Development (HUD). Administrative activities are led by the IEDA Disaster Recovery Team Lead and members of both the Disaster Recovery and Federal Programs teams.

## Available Funds

Program	Budget
For Sale Housing	\$31,350,500.27

## Eligible Applicants

Units of general local government (UGLGs) are the eligible applicants for these funds. This includes all city, tribal, and county governments within Mills, Fremont, and Harrison counties. For Round 3 of new housing, UGLGs in Pottawattamie County are also eligible. All program funds from Rounds 1 and 2 will be allocated to the HUD MID area (Mills, Fremont, and Harrison counties). Round 3 will be allocated to the HUD MID area and Pottawattamie County. Subrecipients of Rounds 1 and 2 which were awarded 5 or more units of single-family new construction (other than communities which received 2019 CDBG-DR FEMA Match buyout funds) are not eligible for Round 3. UGLGs will identify a developer on their applications to IowaGrants and enter into a development agreement once Release of Funds has been issued by IEDA.



## Application Rounds

**Round 1:** IEDA will open an initial competitive round for \$5,000,000 in single family new housing construction with down payment assistance. This round will allow the State to establish a competitive review process, gauge the capacity of the region for new single-family housing, and support local housing markets. Additional funds may be awarded through this round if the demand of quality applications exceeds this amount. Otherwise, future rounds will be established, at no less than one round per year, until the funds in this program are expended.

**Round 2:** IEDA will open a second competitive round of new production housing. IEDA's 2019 CDBG-DR Action Plan allowed \$15,000,000 for the production of new single-family housing. In Round 1, IEDA awarded: \$121,500, leaving \$14,898,750 remaining for this competitive round. Additionally, \$10,000,000 is available for public infrastructure needs in support of these new housing units. If requests do not expend all available funding, future rounds will be established at no less than one round per year until the funds in this program are fully expended.

**Round 3:** IEDA will open a third competitive round for up to \$8,140,000 in new housing for sale and infrastructure in support of housing. This third round will allow the State to expand new housing opportunities into a county where many residents displaced from the 2019 disaster relocated and expand further housing recovery options in the HUD MID area.

## Application Workshops

Round 1 Application Workshop Date:	December 9, 2020
Round 1 Green Streets Workshop Date:	December 10, 2020
Round 2 Application Workshop Date:	July 13, 2021
Round 3 Application Workshop Date:	June 18, 2024

## National Objective and Eligible Activities

This program is designed to meet the Low to Moderate Income Housing (LMH) national objective. Eligible activities include: New construction, acquisition, clearance, and homeownership assistance; HCDA Section 105(a) 1,4,5,8,11,14,15,24; applicable waivers identified in the 2019 CDBG-DR Federal Register notices.

## Disaster Tieback

This program addresses the unmet needs tied to providing new resilient, affordable housing to improve the housing stock in the disaster-impacted MID areas. The State intends to market to first-time homebuyers to assist with the disaster's impact on the rental community but will not restrict the program to first-time homebuyers. The State currently anticipates the creation of 115 new single family housing units over the life of this program.

## Housing Requirements

This program's intent is to help the affordable housing market recover from the 2019 floods in the MID areas and provide for more resiliency in the affordable housing market to future natural disasters. With that, there are numerous requirements that come with federal assistance related to affordability, home construction, and project management.

IEDA will seek to award program funds to a diverse range of neighborhoods and communities in order to not concentrate LMI housing in a singular area. IEDA will also seek to award a variety of housing types to provide disaster-affected households a range of options, including options for those experiencing disabilities.

IEDA will make awards to cities/counties/tribes for the construction of new housing. Subrecipients may enter into a development agreement with a developer who maintains site control of the project site. A **developer** is a for-profit or nonprofit individual or entity that the grantee provides CDBG-DR funding to for the purpose of constructing new housing on vacant or demolished properties. Local government agencies, local housing authorities, and tribal governments are not developers and would need to procure if awarded and not working with a private or nonprofit developer.

**All housing units must be sold to Low to Moderate Income (LMI) households.** These are households that make at or below 80% of the area median income of the county in which the housing unit is built. Income verifications must be completed in accordance with 24 CFR 5.609 (Part 5 Annual Income). Income verifications are valid for 12 months from the date verification is completed.

During the affordability period, initial and subsequent homeowners of units constructed under this program will be required to provide **proof of primary occupancy** to IEDA upon request.

**Second homes are not allowed.** Second home is defined as a home that is not the primary residence of the owner, tenant, or any occupant at the time of the disaster or at the time of application for CDBG-DR assistance. This program will not fund second homes and all homes built must be the primary residence of an LMI household.

The **affordability period** will be 5 years for single-family housing units. Housing construction offset amounts per unit will be recorded as a forgivable mortgage on a monthly receding basis and subject to recapture from the homeowner if the housing unit is sold during the affordability period to a non-LMI household.

The **maximum sale price** of the housing units cannot exceed \$175,000 for initial occupancy. This figure affords the widest available opportunities for LMI households to purchase the housing units while, coupled with program housing construction offsets, still allow for the construction of high-quality housing exceeding the sale price in value. For instance, a developer could still retain a similar margin on a \$275,000 home if requesting the full \$100,000 in housing construction offsets available through this program.

Projects of 8 or more housing units are subject to **Davis Bacon** prevailing wage requirements. All infrastructure in support of housing is subject to Davis Bacon.

All construction projects receiving more than \$200,000 in HUD assistance (including CDBG-DR) are subject to **Section 3**.

All units shall be designed and constructed in accordance with all locally adopted and enforced **building codes** and standards. In the absence of locally adopted or enforced building codes and standards, the requirements of the current Iowa State Building Code shall apply.

All units are subject to the ICC 700 National Green Building Standard (NGBS) or **Iowa Green Streets Criteria** requirements. All applicants will be required to participate in a project-specific

design consultation with IEDA prior to submitting their application. This will ensure that the project is designed in compliance green building requirements and are incorporating stormwater management and green building practices into designs.

All projects of 5+ units following NGBS or Iowa Green Streets will be required to design at least 7% of units (no fewer than 2) to the universal design requirements of Iowa Green Streets, which ensures access to persons with mobility, hearing, or vision impairments. Any exceptions to universal design granted under this program will not reduce the total number of universally-designed multifamily units fellow the federal ADA requirements of 5% of the project being accessible for persons with mobility impairments and 2% of the project being accessible for persons with hearing or vision impairments.

All homes funded under Round 3 must be constructed with a **basement** (if geotechnically feasible) and a **garage** in order to expedite the sales process of the homes.

Any **conversion project**, where new housing units will be created within an existing structure, must demonstrate that the space is not currently used for housing and has not been housing in the recent past. No housing rehabilitation will be considered eligible: only the conversion of space into new, additional housing units.

The **maximum number of units** awarded in a project cannot exceed 40 units unless granted an exception by IEDA based on demonstrated need in a housing needs assessment.

The developer must **own the project site or be able to demonstrate site control** at the time of application.

Any actions to acquire property in anticipation of, or in receipt of, a federal CDBG-DR award may be subject to the **Uniform Relocation Act** and **Section 104(d)** of the Housing & Community Development Act.

All units must be constructed **outside of the mapped 100-year floodplains**. No exceptions will be granted to the 100-year floodplain restriction while projects within the 500-year floodplain restriction will be scored lower than projects located outside of flood hazard areas.

All housing units must be **connected to utilities** at the time of completion, including to municipal water, sewer, and broadband. No applications proposing connections to wells or septic tanks will be accepted. All housing units must be connected to publicly owned streets.

Any **contingencies** proposed in the application budget may not exceed 16%. **Developer fees** proposed in the application budget may not exceed 10%.

Residential properties containing businesses may only be included in the program when it can be clearly shown that CDBG-DR funds will not benefit businesses on the property. Program files will document how the costs were allocated between the residential portion and the business portion of the building.

Prior to the Grantee's (IEDA) obligation of funds for construction, developers will demonstrate that the engineering co-design for a project is feasible, prior to the obligation of funds by IEDA for construction. IEDA will also require that the subrecipient demonstrate construction financing and submit supporting documentation for estimated project costs prior to Release of Funds.

IEDA will reimburse funds for **actual costs incurred** up to the CDBG-DR award amount. Claims for reimbursement will be submitted via IowaGrants. The subrecipient shall maintain a file of all claim supporting documents, invoices, payments, and approval. Overhead and profit reimbursement for general contractors and subcontractors is limited to 10% overhead and 10% profit. Starting with Round 3, reimbursements will be limited to the hard costs of construction and no soft costs apart from profit and overhead. If applicable, mobilization will be paid at 25% once 5% of the project has been completed, 10% once 50% of the project has been completed, and 100% once 50% of the project has been completed in accordance with SUDAS standards.

Claims are due within every 3 months. CDBG-DR assistance may be drawn down amid construction with supporting documentation of costs incurred submitted with the claim on IowaGrants. The final drawdown for reimbursement will only be granted once the “Demographic Data Collection” information is completed in IowaGrants.

**10% of awarded funds will be withheld as a retainage** until 100% of all invoices with all costs claimed are submitted to IowaGrants, reviewed, and approved. The subrecipient, in coordination with the grant administrator, will reduce the IowaGrants requested amount by the retainage so that the claim is paid in full.

Once closeout and compliance are complete, the subrecipient will claim the final 10% and IEDA will issue payment.

Federal regulations require FEMA National **Flood Insurance** for all federally-funded projects located within a Specific Flood Hazard Area-**100 year floodplain**. Insurance will be obtained before work begins and must be maintained at minimum throughout the remaining project and closeout. IEDA requires flood insurance for new housing units constructed in the 500-year floodplain. This flood insurance requirement does not apply to areas with reduced flood risk due to levee (Zone X)

Subrecipients shall follow the federal **procurement** requirements detailed in the 2019 CDBG-DR Policies and Procedures Manual for CDBG-DR projects and in 2 CFR Part 200. Any procurement conducted by the subrecipient must comply with the procurement policy in the 2019 CDBG-DR Policies and Procedures Manual.

For this program, **developers do not need to procure their contractors or subcontractors** in accordance with HUD policy “Guidance on the Procurement of Developers and Subrecipients – June 1, 2012”.

[https://files.hudexchange.info/resources/documents/NSPPolicyAlert\\_ProcurementDevelopersSubrecipients.pdf](https://files.hudexchange.info/resources/documents/NSPPolicyAlert_ProcurementDevelopersSubrecipients.pdf).

Any construction contracts procured through awarded projects must comply with the Bonding Requirements noted in the Procurement Policy in the 2019 CDBG-DR Policies and Procedures Manual.

All projects **must be cost reasonable**. IEDA will determine project cost reasonableness through the competitive application comparison, review, and selection processes and may obtain third-party verification on a case-by-case basis. As such, application budgets must be thorough and accurate for evaluation.

The subrecipient will maintain safety procedures designated by federal and state law for construction of new buildings.



## Timeliness

All projects will be tracked by the IEDA project manager in the annual risk assessment for their timeliness in completion. The budgetary discrepancy limits are as follows for a 2-year project:

Year	Projected Expenditure	Discrepancy
Year 1	50%	40%
Year 2	100%	10%

The budgetary discrepancy limits for a 3-year project are as follows:

Year	Projected Expenditure	Discrepancy
Year 1	33%	60%
Year 2	67%	40%
Year 3	100%	10%

If the spending differential is found to be greater than the limit shown, the project manager will determine the reason by reviewing current reporting narratives or metrics to determine if the spending is reasonable in regards to the status of tasks and deliverables. The project manager will also determine if the delays in spending or the completion of deliverables/tasks can potentially result in a negative impact to the project. If the discrepancy in spending or progress is deemed reasonable, the project manager will continue to monitor the expenditures.

If the project manager has concerns about the spending discrepancy or the status of project deliverables/tasks, or the recipient has reported a spending discrepancy for 2 consecutive years, the project manager will confer with the Disaster Recovery Team Lead for next steps. One of the following action items will be taken:

- Annual spending projections will be amended
- Project manager will continue to monitor the project status
- A meeting with partner management will be held. Partner will submit revised quarterly budget projection and/or a plan to overcome progress delay.
- Terminate the agreement.

## Housing Construction Offset Amounts

Housing Construction Offset Per Unit	Green Streets Plus/Mitigation Incentive Per Unit	Down payment & Closing Cost Assistance Per Unit	Infrastructure in Support of Housing Per Unit
\$100,000 (Round 1 and 2) \$125,000 (Round 3)	No cap (Round 1 & 2) \$25,000 (Round 3)	\$20,000 (Round 1 and 2) \$35,000 (Round 3)	No cap (Round 1 & 2) No more than \$70,000 per unit (Round 3)

Housing construction offset amounts are awarded as a non-receding forgivable loan and will be forgiven at the time of sale to an LMI qualified buyer, at which point the difference between the home's appraised value and sales price of the housing construction offset will be recorded as a homebuyer construction subsidy and receding forgivable mortgage for the housing unit's

affordability period. Downpayment & homebuyer assistance was allocated at \$20,000 per unit for Rounds 1 and 2 and \$35,000 for Round 3. It was backfilled to \$35,000 per unit for projects open as of May 1, 2024.

\*-Infrastructure in support of housing will be awarded competitively and not available to every awarded unit.

## Green Streets Plus/Mitigation Incentive

Mitigation activities are those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to, and loss of property, and suffering and hardship, by lessening the impact of future disasters.

This program is proposing the Green Streets Plus housing construction offset at no cap per unit (for Round 3 to be referred to as the Mitigation Incentive at no more than \$25,000 per unit) to increase the housing units' resilience to future natural disasters, lessen the impact of future natural disasters, and reduce LMI households' suffering and hardship after a natural disaster has destroyed or damaged their home.

IEDA will utilize the Iowa Green Streets Criteria and Fortified® Home, where these standards exceed the Iowa Green Streets, to manage the proper installation and completion of elements funded under this housing construction offset. If using NGBS, the equivalent standard if applicable under NGBS may be followed instead of Green Streets.

Eligible activities for the Green Streets Plus/Mitigation Incentive Housing Construction Offset include but are not limited to:

Green Streets Criteria Number	Description	Disaster Mitigation	County Eligibility
1.8	Resilient Structures	Thunderstorm, lightning, & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie
3.4	Surface Water Management (1.25" rainfall)	Flood, Flash Flood, Drought	Mills, Fremont, Harrison, Pottawattamie
3.5	Surface Water Management (2.5" rainfall)	Flood, Flash Flood, Drought	Mills, Fremont, Harrison, Pottawattamie
5.2b, 5.3a, 5.3b	Moving to Zero Energy	Extreme heat, severe winter storm, thunderstorm, lightning & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie

5.4	Achieving Zero Energy	Extreme heat, severe winter storm, thunderstorm, lightning & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie
5.13 Fortified® Roof	Fortified® Roof	Thunderstorm, lightning, & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie
5.13 Fortified® Silver	Fortified® Silver	Thunderstorm, lightning, & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie
5.13 Fortified® Gold	Fortified® Gold	Thunderstorm, lightning, & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie

If requesting an additional mitigation item not listed in the table above, reach out IEDA prior to submission. Email confirmation of the request's eligibility must be included in the application.

If mitigation reimbursable project costs are less than the requested funding amounts, IEDA will allow subrecipients to redirect those funds into other housing and infrastructure aspects of the awarded project.

## Infrastructure in Support of Housing

Infrastructure in support of housing can only be claimed when used in support of public infrastructure. The public infrastructure must be owned and maintained by the city/county/tribe through either the transfer of ownership or another legal agreement. Starting with Round 3, all public infrastructure must be procured by the subrecipient and constructed under the oversight of the subrecipient. If the real property for the infrastructure is owned by the developer, it will be sold to the subrecipient for no more than \$1 after Release of Funds has been issued by IEDA.

Public infrastructure must be accessible to the general public and serve a delineated service area. No utilities on private property will be considered public infrastructure (e.g., service lines from the right-of-way into the housing unit). Examples of public infrastructure include but are not limited to:

- Streets
- Street curbs and gutters
- Street trees
- Access roads
- Bridges
- Sidewalks
- Multi-use paths/trails

- Water lines and supporting infrastructure (if owned and operated by a publicly owned utility).
- Sewer lines and supporting infrastructure (if owned and operated by a publicly owned utility).
- Stormwater lines and supporting infrastructure (if owned and operated by a publicly owned utility).
- Electric, gas, and broadband lines (if owned and operated by a publicly owned utility. Rural electric cooperatives are not considered publicly owned utilities. Assistance to private utilities is allowable under a waiver granted to the State of Iowa under 87 FR 75644 as applied according to the Combined Policies and Procedures Guide)

For all applications that require the construction of infrastructure in support of housing, the applicant will provide a line-item request for each infrastructure item based on anticipated costs of construction, provide support documentation for these costs, and demonstrate that funding is not available through other existing federal, state, or local programs (e.g. TIF, DOT, general fund, etc.). All infrastructure in support of housing is subject to federal labor standards and Davis Bacon prevailing wage compliance. Infrastructure contracts must be separate from housing contracts.

Infrastructure in support of housing is available to both the owner-occupied and rental new housing construction programs. Higher scoring applications in both programs will receive the first opportunity to access these funds based on a demonstration of need.

All infrastructure in support of housing construction is subject to Davis Bacon if it exceeds \$2,000 in funds. Infrastructure in support of housing that is constructed by a developer is exempt from procurement in accordance with HUD policy "Guidance on the Procurement of Developers and Subrecipients – June 1, 2012".

[https://files.hudexchange.info/resources/documents/NSPPolicyAlert\\_ProcurementDevelopersSubrecipients.pdf](https://files.hudexchange.info/resources/documents/NSPPolicyAlert_ProcurementDevelopersSubrecipients.pdf).

Infrastructure in support of housing that is constructed by the subrecipient is subject to procurement. Any construction contracts procured through awarded projects must comply with the Bonding Requirements noted in the Procurement Policy in the Combined CDBG-DR Policies and Procedures Manual.

Program	Budget
Infrastructure in Support of Housing	\$39,687,169.73

## Down payment and Closing Cost Assistance

Eligible LMI buyers approved for a mortgage will have access to downpayment assistance up to 100% of lender required downpayment and applicable closing costs. Households requiring co-signers from outside of the purchasing household are ineligible. This will be filed as a forgivable mortgage on a monthly receding basis for 5 years and subject to recapture if the housing unit if

the LMI buyer transfers, sells, vacates, or abandons the property during the 5-year period, unless such sale or transfer meets the requirements of these guidelines or IEDA provides approval in advance of the transfer.

Downpayment assistance may be used for up to 100% of the required downpayment, applicable closing costs, principle write-down, interest rate subsidization, and assist in paying private mortgage insurance. First year's insurance and taxes will not be eligible for assistance.

Downpayment assistance will only be provided for mortgages with a term of 33 years or less. No balloon payment loans are eligible. No private loans are eligible.

Homeowners that refinance their property within the 5-year period may only do so for the purpose of lowering their interest rate and not for the purpose of receiving funds by cashing out equity. Refinancing to lower the interest rate will require verification from the lender that no funds will be received and a subordination agreement between the homeowner and the subrecipient is required. If the homeowner receives funds from refinancing, they will be required to repay all CDBG-DR funding.

IEDA estimates that this assistance will not exceed \$20,000 per housing unit in Rounds 1 and 2 (\$35,000 per unit in Round 3) and \$20,000 per unit in Rounds 1 and 2 (\$35,000 in Round 3) will be awarded unless the need is higher. Projects awarded in Rounds 1 and 2 will have increases to \$35,000 per unit for their downpayment assistance as of May 1, 2024. Homebuyers should apply for State and local homebuying assistance programs (e.g., Iowa Finance Authority programs) before applying for CDBG-DR assistance to avoid a Duplication of Benefit.

IEDA encourages the use of USDA Section 502 Direct Loans, which tend to offer lower interest rates and no required down payment for LMI buyers. These loans are available in the entirety of Harrison, Mills, and Fremont counties and for rural areas in Pottawattamie County.

## Promoting Equity in Recovery

This program is intended to help impacted residents, protected classes, vulnerable populations, and members of underserved communities. Subrecipients will be expected to reduce barriers to individuals impacted by disaster, protected classes, vulnerable populations, and members of underserved communities in accessing the housing market. These classes include:

Population	Type	Population	Type
Race	FHA, Iowa Civil Rights Act Protected Class	Disability	FHA, Iowa Civil Rights Act Protected Class
Color	FHA, Iowa Civil Rights Act Protected Class	Sexual Orientation	Iowa Civil Rights Act Protected Class
National Origin (including immigrants & refugees)	FHA, Iowa Civil Rights Act Protected Class	Gender Identity	Iowa Civil Rights Act Protected Class
Religion	FHA, Iowa Civil Rights Act Protected Class	Citizenship	Iowa Civil Rights Act Protected Class
Sex (including sexual orientation and gender identity)	FHA, Iowa Civil Rights Act Protected Class	Political Affiliation	Iowa Civil Rights Act Protected Class

Familial Status	FHA, Iowa Civil Rights Act Protected Class	Indigenous Populations	Vulnerable & Underserved Population
-----------------	--	------------------------	-------------------------------------

Subrecipients will be expected to expedite the recovery of these populations and their participation in this program by conducting efforts including but not limited to:

- Performing outreach and engagement to understand the needs of impacted participants
- Creating a personalized recovery plan (during the application phase) that addresses the needs of the local community
- Coordinating with government agencies and developers
- Coordinating with local organizations to ensure that refugee and immigrant populations are aware of the assistance and can access it
- Coordinating with local nonprofit organizations that provide services to people experiencing homelessness, people with disabilities, and historically underserved populations to ensure the promotion of the program and help remove their barriers to access the assistance

In the Fair Housing and Outreach plan, for projects awarded after November 1, 2022, applicants should also specify which mandatory and elective activities. **All subrecipients, regardless of award date, must complete at least two of the mandatory activities**, which are as follows:

Mandatory Activity	Description
1	Advertise, publicize, and pass an affirmative fair housing policy that will certify that the local government adheres to the requirements of the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (adoption and use of the Equal Housing Opportunity logo and the Equal Housing Opportunity statement)
2	Identify and publish the name and contact information of a Discrimination Complaint Officer within the agency or jurisdiction for any housing-related bias or discrimination complaint
3	Refer housing discrimination complaints and assist in filing complaints with the Iowa Civil Rights Commission, the U.S. Department of Housing and Urban Development, or a local civil rights commission

**All subrecipients must complete at least one of the following elective activities that they will complete.** The list of elective activities includes the following:

Elective Activity	Description
1	Advertise the availability of housing and related assistance to population groups that are the least likely to apply through various forms of media (i.e. radio stations, posters, flyers, newspapers, Facebook, city web page) in English and other languages spoken by eligible families within the project service area
2	Include a flyer about fair housing in a local utility or tax bill and send it to every household within the municipality

3	Have the Responsible Entity staff attend a fair housing training or conference
4	Organize a letter writing campaign to local legislators and/or local government staff about the need to fund and support fair housing programs
5	Sponsor trainings for realtors, bankers, landlords, homebuyers, tenants, public housing authority and other city/town employees to educate them on their fair housing rights and responsibilities. This activity MUST be done in collaboration with the Iowa Civil Rights Commission or a local civil rights commission
6	Provide training/educational programs about fair housing for financial, real estate, and property management professionals at local firms, including their obligations to comply with the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (this can be done by partnering with a bank, board of realtors association, or other local group and helping to sponsor a program taught by a qualified entity such as the Iowa Civil Rights Commission
7	Conduct meetings with advocacy groups for members of the protected classes on the availability of affordable and accessible housing and determine housing needs to plan future projects
8	Establish and/or fund fair housing organizations in areas where there are no such organizations
9	Conduct fair housing testing to ensure that local housing providers and/or lenders do not discriminate (fair housing testing must be conducted by a HUD-certified fair housing agency)
10	Assist Housing Choice Voucher program participants to help locate and secure housing outside of racially concentrated areas of poverty (RCAPs) or outside of areas nearby RCAPs
11	Conduct outreach to housing providers and housing developers to discuss affordable and accessible housing needs in RCAPs and near RCAPs
12	Evaluate the local zoning ordinance against fair housing benchmarks identified in this AI, using the Zoning Risk Assessment Tool. Evaluate the need for amendments to the zoning ordinance and make them.
13	Organize a tester recruitment event in collaboration with the Iowa Civil Rights Commission to help document instances of housing discrimination.

IEDA monitoring will include reviewing efforts indicated in the Fair Housing and Outreach Plans, for projects awarded after November 1, 2022, along with the mandatory and elective activities to affirmatively further fair housing for all projects.

### **Tieback: Disaster-Affected Households**

The purpose of this program is to provide affordable new housing opportunities outside of the special flood hazard area in the MID area (Mills, Fremont, and Harrison counties). Preferably, these housing units should be occupied by persons impacted by the 2019 disaster.

Considerable time passed between the March 2019 disaster, HUD's signing of the 2019 CDBG-DR grant agreement with the State of Iowa in December 2020, the launch of housing rounds in January 2021 and September 2021 and September 2024, and the completion of the first units in calendar year 2023. However, it is important to maintain the tieback to the disaster event.

**All housing units built must be marketed to persons impacted by the August 2019 Floods for 4 months before being offered to an eligible member of the public.** Impact includes but

is not limited to: property damage, property loss, displacement, buyout, loss of business, loss of employment, economic loss, commute time to employment or childcare significantly increased due to disaster impact, physical or mental health issues related to the disaster, etc.

The State will notify LMI beneficiaries of the FEMA Match Buyouts of the opportunity to purchase homes. This notification will occur prior to the sale of the first homes and will include all of the awarded housing opportunities with anticipated project timelines.

The State does not want completed housing units sitting empty for 4 months before being able to be sold to an income-eligible member of the public. For this reason, the State is proposing several steps to ensure that disaster-impacted residents have the first opportunity to buy the housing units:

### **Spec House Approach:**

*This policy and procedure update is effective April 3, 2023.*

#### **Step 1: Marketing**

No more than 8 months out from the completion of housing units, the developer will reach out to the grant administrator to begin marketing the homes and establishing a pool of eligible buyers. All marketing materials must contain approximately the following language:

*“Those who were impacted by the Spring 2019 floods will receive the first opportunity to purchase the homes”.*

The grant administrator will also receive a sample of marketing materials. Once the developer has notified the grant administrator of marketing efforts beginning, the 4-month period will commence.

#### **Step 2: Income Qualification**

During the 4-month disaster impact marketing window, the grant administrator will receive applications from persons interested in purchasing the home. This application will include a self-certification for applicants to certify their disaster impact and provide an explanation of how they were impacted by the disaster.

Only applicants with a disaster impact will be income-qualified and receive approved applications during the 4-month window. Applicants will then proceed to mortgage underwriting with the lender of their choosing. Income qualifications are valid for 12 months and there should be an expected opportunity to purchase homes within 8 months of income qualification.

#### **Step 3: Sale of Units**

When housing units are completed or it is appropriate to sign a purchase agreement, developers will notify approved applicants on a first come, first serve basis. Provided that disaster impacted persons will be the first ones to be income qualified and put onto a list of eligible buyers as maintained by the developer and grant administrator, disaster impacted residents will have the first opportunity to purchase the homes.

Disaster-impacted residents income qualified within the 4-month marketing window will have at least 30 days to secure approval from a lender and sign a purchase agreement to hold their place in the queue. Once all disaster-impacted approved applicants have been contacted to

secure approval and sign a purchase agreement and at least 30 days have passed, approved LMI applicants of the general public will be contacted on a first come, first serve basis and have at least 30 days to secure approval from a lender and sign a purchase agreement.

### **Buyer Pool Approach:**

*This policy and procedure update is effective December 1, 2023.*

#### **Step 1: Marketing**

At a developer-chosen time after IEDA approval of the environmental review, the developer will reach out to the grant administrator to begin marketing the homes and establishing a pool of eligible buyers to sign purchase agreements for new construction. All marketing materials must contain approximately the following language:

*“Those who were impacted by the Spring 2019 floods will receive the first opportunity to purchase the homes”.*

The grant administrator will also receive a sample of marketing materials. Once the developer has notified the grant administrator of marketing efforts beginning, the 4-month period will commence.

#### **Step 2: Income Qualification & Sale of Units**

During the 4-month disaster impact marketing window, the grant administrator will receive applications from persons interested in purchasing the home. This application will include a self-certification for applicants to certify their disaster impact and provide an explanation of how they were impacted by the disaster.

Only applicants with a disaster impact will be income-qualified and receive approved applications during the 4-month window. Applicants will then proceed sign a purchase agreement for the construction of their new home with earnest money of no greater than \$500 required. Income qualifications are valid for 12 months and there should be an expected opportunity to purchase homes within 9 months of signing the purchase agreement for new construction.

Provided that disaster impacted persons will be the first ones to be income qualified and put onto a list of eligible buyers as maintained by the developer and grant administrator, disaster impacted residents will have the first opportunity to purchase the homes. Once all disaster-impacted approved applicants have been contacted to sign a purchase agreement and at least 30 days have passed, approved LMI applicants of the general public will be contacted on a first come, first serve basis and have at least 30 days to sign a purchase agreement.

### **Project Delivery**

IEDA will only award applications with a project delivery entity indicated on the application. All non-entitlement subrecipients (cities/counties/tribes) will be required to contract with a council of government or procure an IEDA-approved consultant for project delivery services. Under Iowa law, procurement is not required for grant administration if a local government chooses to use their council of government (COG). MAPA is the council of government for Pottawattamie

County. MAPA and SWIPCO are the councils of government for Mills County. SWIPCO is the council of government for Harrison and Fremont counties. COG or consultant staff working with the project will be required to maintain an active IEDA Certified Grant Administrator certification.

IEDA will award up to \$5,000 per unit in project delivery for Rounds 1 and 2 (\$10,000 per unit for Round 3). The entitlement community, COG, or consultant will provide a lump sum estimate for project delivery in the application for CDBG-DR funding. Project delivery must be substantiated by documentation of costs incurred and cannot be duplicated by another federal funding source. Project delivery includes but is not limited to:

- Environmental Review Record documentation, including required publication costs
- Lien development and filing
- Mortgage recording
- Income verification
- Federal Labor Standards Compliance
- Section 3 Compliance
- Davis Bacon (if applicable)
- Financing/interest incurred for project implementation

### **Exception Policy**

IEDA will consider exceptions to the program guidelines on a case-by-case basis. All exceptions must be submitted in writing with the application and include a justification. Exceptions should enhance the benefit to LMI households or areas.

Exceptions cannot violate federal, state, or local laws or regulations. Exceptions must still meet HUD's requirements for necessary and reasonable, comply with federal accessibility standards, and accommodate a person with disabilities if applicable.

A written response will be authorized in writing to the applicant upon approval or denial of the application requesting an exception.

### **Application Scoring Criteria**

IEDA will use the following criteria to rank applications for Round 3:

1. Rank the level of development of plans, renderings, and specifications provided
2. Rank the project's location outside of the 500-year floodplain other than Zone X protected by levee
3. Rank the degree to which the proposed project is consistent with sustainability and smart growth principles and the degree to which the project exceeds the NGBS Silver or the Iowa Green Streets Criteria (higher points for requesting and integrating additional green and resiliency housing construction offsets)

4. Rank whether the project intends to comply with the U.S. Department of Energy Zero Energy Ready Homes program requirements and obtain certification
5. Rank the project's alignment with the applicant's Community Development and Housing Needs Assessment
6. Rank the community's proposed steps to Affirmatively Further Fair Housing
7. Rank how well the project furthers infill, compact, transit-oriented development, and/or orderly development
8. Rank the project's access to biking/walking trails, open space/recreation, and parks
9. Rank the project's access to public transit and/or alternative forms of transportation
10. Rank the project's shovel readiness
11. Rank how well documented the other funding sources are
12. Rank the level of optional local match
13. Rank how detailed the development team is. Does it include email and phone number contact information for all development team members?
14. Rank how experienced the development team is with green and resilient building standards
15. Rank how experienced the development team is with HUD or federally funded projects.

## Required Application Documentation

Only complete, timely-received applications will be reviewed, scored, and ranked. Complete applications will complete all required fields in IowaGrants and provide at least the following required documentation unless granted an exception in writing by IEDA:

- **Site Plan** (which clearly shows the project location/s)
- **Project design documents**
- **Documentation of site control** (either Assessor's page showing ownership or executed purchase option with HUD environmental review provisions)
- **Current site/s zoning** and an outline of any needed rezonings with a timeline for completion
- **Resolution of support** from the city/county/tribe
- **Developer Assurances** signed by the developer and city/county/tribe
- **DOB Application Certification** signed by the Developer
- **Support documentation** for project budget (awards will not be issued without this)
- **Support documentation** for Sources and Uses of funds equal to the project budget

- **Completed NGBS or Green Streets Checklist** for baseline standards of compliance
- **Documentation of request** for Infrastructure in Support of Housing (if applicable)
- **Documentation of request** for Mitigation Housing construction offset (if applicable)
- **Outreach plan** to LMI, underserved, and vulnerable populations eligible to purchase a home through this program, including any steps to help prepare them for homeownership
- **RFP** for local selection of housing developer/s.
- **Staffing Plan** identifying and providing communication information for local and COG/consultant staff anticipated to be working on the project if awarded
- **Signed Affirmation of Receipt** of Iowa Attorney General contractor fraud checklist

## Post Award Steps to Release of Funds

All funded projects will be required to comply with all federal and state requirements including receiving an environmental clearance before any choice limiting actions. By signing the Developer Assurances, the developer acknowledges and accepts these requirements. By passing a resolution of support and executing a contract with IEDA, the subrecipient (city, county, or tribe) assumes the responsibility of enforcing these requirements as the HUD-designated Responsible Entity (RE) in accordance with 24 CFR Part 58. The following steps will be required post award:

1. IEDA will enter into contract with the city/county/tribe for the award amount
2. The subrecipient will enter into a contract for project delivery if applicable
3. Release of Funds will be issued by IEDA

## Release of Funds

Before Release of Funds can be issued by IEDA, an environmental review process in accordance with the National Environmental Policy Act (NEPA) must take place to ensure compliance with all federal and state laws and regulations. An environmental review is an analysis of the impacts of a project on the surrounding environment and the environment's impact on the project itself. An environmental review:

- Ensures HUD-funded projects provide decent, safe, and sanitary housing
- Demonstrates compliance with the 17 federal laws and authorities governing NEPA
- Is a public document that encourages public participation in its development
- Is coordinated by the subrecipient and grant administrator

The timeline for an environmental review generally takes between 4-6 months, but the specific timeline will be dependent on site conditions. The review must be published in the local newspaper of record and will include a 30-day comment period. Once the environmental review checklist is complete, it will be submitted to IowaGrants.

Throughout the environmental review, **no choice-limiting** actions can be committed by the subrecipient or its partners. These include actions to commit or spend CDBG-DR or non-HUD funds for activities including but not limited to:

- Purchase of property or structures (including executing an option agreement)
- Bidding (or advertisement of bids)
- Signing construction contracts or any kind
- Construction, demolition, rehabilitation, repair, conversion, site improvements, and any phase of construction activities
- Platting and rezoning land (can work on preliminary plats and rezoning needs)
- Apply for building permits

The federal nexus is as of the award date. If you have any questions regarding choice-limiting actions, please contact IEDA immediately.

## Document Retention

The subrecipient must retain **all documentation** of this project for three years after the entire 2019 CDBG-DR grant between IEDA and HUD is closed. IEDA grant closeout with HUD is anticipated in 2026. Subrecipients should expect to retain all documentation **through at least 2029**. IEDA will notify all subrecipients when documentation retention is no longer required. Subrecipients may also contact IEDA's Federal Programs and/or Disaster Recovery divisions to inquire about document retention times for 2019 CDBG-DR.

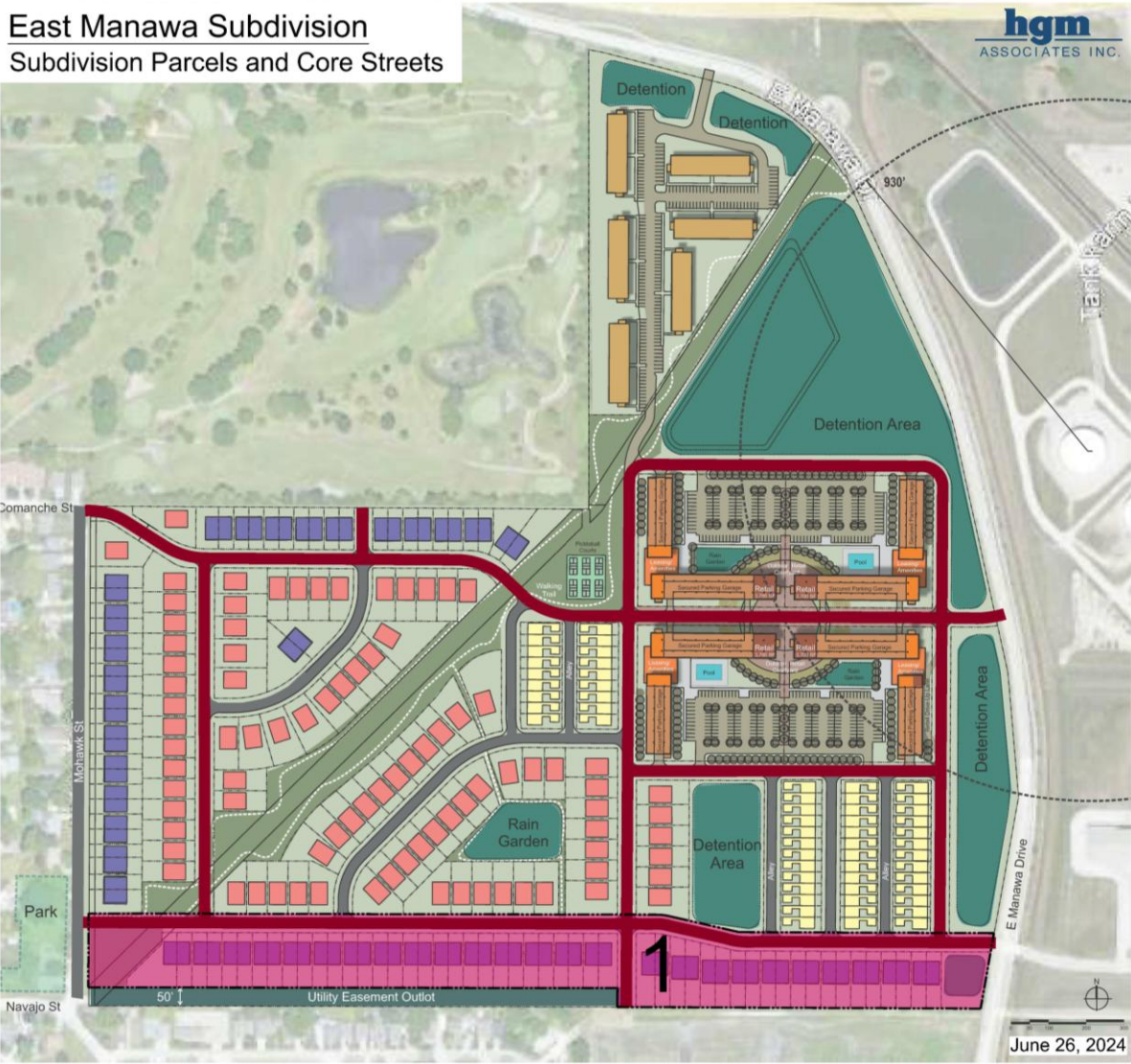
## Contingency Plan for Unsold Units

The contingency plan for unsold units will be covered in the Combined Policies and Procedures Guide.

Attachment C

East Manawa Subdivision Master Plan

East Manawa Subdivision  
Subdivision Parcels and Core Streets



## **Attachment D**

### **R- 3 Low Density Multi-Family Residential District and Planned Residential Overlay Zoning Code**

#### **Chapter 15.10 - R-3/LOW DENSITY MULTIFAMILY RESIDENTIAL DISTRICT**

##### 15.10.010 Statement Of Intent

##### 15.10.020 Principal Uses

##### 15.10.030 Conditional Uses

##### 15.10.040 Accessory Uses

##### 15.10.050 Site Development Regulations

##### 15.10.060 Additional Regulations

##### 15.10.070 Signs

#### **15.10.010 Statement Of Intent**

The R-3 district is intended and designed for lower density multifamily residential areas of the city. This district permits a variety of housing types and is intended for established and developing areas of the city.

(Ord. 5307 § 1 (part), 1996)

#### **15.10.020 Principal Uses**

The following principal uses shall be permitted in an R-3 district:

- A. Boarding, lodging, rooming house, or bed and breakfast;
- B. Community recreation services;
- C. Congregate housing, life care facility or nursing home;
- D. Dwelling, multifamily;
- E. Dwelling, single-family attached;
- F. Dwelling, single-family detached;
- G. Dwelling, townhouse;
- H. Dwelling, two-family;
- I. Family home;
- J. Group care home;
- K. Local utility services;

- L. Park and recreation services;
- M. Private parking lot;
- N. Public parking lot;
- O. Public safety services;
- P. Religious assembly;
- Q. School.

(Ord. 5917 § 1, 2007)

#### **15.10.030 Conditional Uses**

The following conditional uses shall be permitted in an R-3 district, when authorized in accordance with the requirements set forth in CBMC 15.27:

- A. Cemetery;
- B. Colleges and universities;
- C. Commercial recreation (indoor and outdoor);
- D. Business, professional office when the floor area for such use shall not exceed two thousand (2,000) square feet;
- E. Cultural service;
- F. Day care service;
- G. Government maintenance facility;
- H. Juvenile detention facility.

(Ord. 5917 § 2, 2007)

#### **15.10.040 Accessory Uses**

The following accessory uses shall be permitted in an R-3 district:

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

(Ord. 5307 § 1 (part), 1996)

### **15.10.050 Site Development Regulations**

#### **Minimum Lot Size**

<b>Use</b>	<b>Lot Area</b>
Single-family detached	5,000 square feet
Single-family attached and two-family dwellings	5,000 square feet except when a single-family attached or two-family dwelling is divided by a lot line coinciding with the common wall separating the two units, the minimum lot area shall be 2,500 square feet
Townhouse dwelling	7,500 square feet except when a townhouse dwelling unit is divided by a lot line coinciding with the common wall separating the units, the minimum lot area shall be 2,500 square feet
Multifamily dwelling	
(3 to 4 units)	7,500 square feet
(5 or more units)	9,000 square feet plus an increase of 2,000 square feet per each additional unit

<b>Minimum Setbacks</b>	<b>Principal Structure</b>	<b>Accessory Structure</b>
Front yard	20 feet	Greater of 20 feet or existing front setback line of principal structure
Street side yard	15 feet	15 feet
Interior side yard	5 feet with one foot indentation for every story above the first floor	3 feet
Rear yard	20 feet	3 feet
Maximum height	60 feet	18 feet
Lot coverage; all structures:	45% maximum	

(Ord. 5307 § 1 (part), 1996)

### **15.10.060 Additional Regulations**

- A. Lot Clustering. Minimum Lot Size requirements for single-family and townhouse dwellings may be reduced by a maximum of forty (40) percent for lots located in a cluster subdivision as permitted by CBMC 14.10 and are subject to the following additional requirements:

1. The unit must be located in an approved cluster subdivision;
2. A dwelling unit with a zero side yard on one side shall be either attached on both sides or have a side yard of ten (10) feet from the opposite side lot line;
3. A dwelling unit With a zero side yard shall have no openings on that side abutting the lot line;
4. A dwelling unit which does not have a zero side yard shall have a minimum side yard of five feet;
5. A dwelling unit shall have a minimum front yard setback of ten (10) feet provided that there are two off-street parking spaces located on the same lot;
6. A dwelling unit shall have a minimum rear yard setback of ten (10) feet; and
7. Lot size requirements may be reduced, provided that an equal amount of land area is provided in adjacent common area or open space, exclusive of public and private roadways.

B. Reserved.

(Ord. 5307 § 1 (part), 1996)

### **15.10.070 Signs**

Signage in this district shall comply with CBMC 15.33,

"Signs." (Ord. 5307 § 1 (part), 1996)

## **Chapter 15.28 - P-R/PLANNED RESIDENTIAL OVERLAY**

### **15.28.010 Statement Of Intent**

### **15.28.020 Applicability**

### **15.28.030 Permitted Land Uses And Site Development Regulations**

### **15.28.040 Additional Regulations**

### **15.28.050 Establishment Of A Planned Residential Overlay .**

### **15.28.060 Development Plan Review Procedure**

### **15.28.070 Development Plan Completion**

### **15.28.080 Termination Of The Planned Residential Overlay .**

### **15.28.010 Statement Of Intent**

The Planned Residential Overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where modifications

of requirements of the underlying zone would not be inconsistent with the comprehensive plan or harmful to the surrounding neighborhoods. The PR Overlay is intended to:

- A. Provide for innovative and imaginative development through flexibility in subdivision and site layout, placement of buildings, a variety of housing types, efficient diversification of land uses, alternative modes of transportation, pedestrian and vehicular interconnections, use of open space, conservation of natural habitats and wildlife, and related architectural design, off-street parking and signage considerations;
- B. Increase and diversify the city's housing stock;
- C. Encourage the preservation and use of existing landscape features;
- D. Promote efficient land use and infrastructure with smaller networks of utilities and streets;
- E. Promote an attractive and safe living environment which is compatible with surrounding residential developments;
- F. Provide an alternative method for redeveloping older residential areas and to encourage infill development.

(Ord. 5309 § 1 (part), 1996)

#### HISTORY

*Amended by Ord. 6483 on 2/28/2022*

#### **15.28.020 Applicability**

1. PR Overlay may be applied to all residential zoning districts, except the R-1M/Single-Family Manufactured Housing District, and the A-P/Administrative-Professional District.
2. PR-1 Overlay (General Master Planned Development). The PR-1 Overlay is intended for general master planned development. The minimum tract of land considered for a PR-1 Overlay shall be one and a half (1 ½) acres.
3. PR-2 Overlay (Site-Specific Infill Development). The PR-2 Overlay is intended for site-specific infill development. A PR-2 Overlay may be applied to any property, or 2 combination of contiguous properties owned by the same person or entity, that contain a maximum of one and one-half (1 ½) acres of total land area; however, at least one of the following shall be included within the development:
  1. A minimum of two (2) residential structures.
  2. A minimum of one (1) residential structure that contains a minimum of two (2) dwelling units.
  3. A minimum of one (1) mixed commercial-residential structure.
4. All PR Overlays existing prior to the effective date of this ordinance shall continue to be governed by all applicable conditions of the adopted development plan on the subject property.

(Ord. 5309 § 1 (part), 1996)

## HISTORY

*Amended by Ord. 6483  
on 2/28/2022 Amended  
by Ord. 6605 on  
5/6/2024*

### **15.28.030 Permitted Land Uses And Site Development Regulations**

- A. All site development regulations and land uses established as part of an adopted development plan shall supersede those of the underlying zoning district.
- B. Land uses. Residential uses as identified in this Section shall comprise the majority of the land area and building square footage for any development. All uses identified in this Section as 'Commercial' or 'Other' shall be clearly subordinate to the overall residential development. The following land uses shall be allowed in a PR Overlay:

#### 1. Residential.

- a. Dwelling, single-family attached;
- b. Dwelling, single-family detached;
- c. Dwelling, multifamily;
- d. Dwelling, townhome;
- e. Dwelling, two-family;
- f. Congregate housing, life care facility, or nursing home;
- g. Family home;
- h. Group care home.

#### 2. Commercial.

- a. Automobile service establishment (limited to the following):
  - (1) Car wash;
  - (2) Convenience grocery store with retail gasoline sales;
  - (3) Electric vehicle charging station;
- b. Boarding, lodging rooming house, or bed and breakfast;
- c. Business, professional office;
- d. Business service establishment;
- e. Club or lodge;

- f. Commercial recreation (indoor and outdoor);
- g. Commercial storage (only allowed in the PR-1 Overlay, as further limited by Section 15.28.040);
- h. Consumer service establishment;
  - i. Day care services (as further limited by CBMC 15.28.040);
  - j. Financial service;
- k. Hotel/motel;
- l. Mixed commercial/residential structure;
- m. Newspaper printing;
- n. Pawn shop;
- o. Restaurants (drive-in/fast food, limited and general);
- p. Retail shopping establishment;
- q. Storage yard (only allowed in the PR-1 Overlay, as further limited by CBMC 15.28.040);
- r. Tattoo parlor;
- s. Tavern (as limited by Section 15.28.040).

### 3. Other.

- a. College or universities;
- b. Community recreation services;
- c. Cultural service;
- d. Funeral service;
- e. General government use;
- f. Governmental maintenance facility;
- g. Hospital;
- h. Local utility services;
  - i. Park and recreation services;
  - j. Private parking lot;
- k. Public parking lot;
  - l. Public safety services;
- m. Religious assembly;
- n. School;

- o. Small alcohol production facility (as limited by Section 15.28.040);
  - p. Veterinary service.
- C. Site development regulations. Site development standards shall be established as part of an adopted development plan and shall include, but not be limited to, the following: minimum lot size, setbacks and building placement, height, lot coverage, signage, off-street parking, block design, architecture, landscaping, streetscapes, pedestrian facilities, screening, utilities, outdoor lighting, fencing and site amenities.

(Ord. 5743 § 1, 2002)

#### HISTORY

*Repealed & Replaced by Ord. [6483](#) on 2/28/2022*

### **15.28.040 Additional Regulations**

- A. Storage Uses. Storage uses shall only be allowed in a PR-1 Overlay, and shall be limited to a combined maximum of five percent of the land area designated as commercial within the development. The following storage use regulations shall apply to all storage uses:
1. Commercial storage facilities and storage yards shall be owned and operated by a homeowner's association or management group for the overall development.
  2. Storage yards shall be limited to the exterior storage of operable vehicles, including trucks, recreational vehicles, as defined in CBMC 15.03.585, and vessels, as defined in CMBC 15.03.586, and trailers on designated parking spaces. Exterior storage of junk, wrecked, or inoperable vehicles, equipment, and other materials shall not be allowed.
  3. Outdoor storage areas shall be completely screened from view at or beyond the property line and shall be designed as a part of the overall development.
- B. No tavern or small alcohol production facility shall be located within two hundred (200) feet of any school, place of religious assembly, public park, or any conforming residential use. Distance shall be measured between the closest points from lot line to lot line.
- C. In-home day care services shall be subject to approval of a conditional use permit as set forth in CMBC 15.02.090.

(Ord. 5309 § 1 (part), 1996)

#### HISTORY

*Repealed & Replaced by Ord. [6483](#) on 2/28/2022*

### **15.28.050 Establishment Of A Planned Residential Overlay**

- A. Procedure. All requests to establish a planned residential overlay shall be considered by the City Planning Commission and the City Council in the same manner as a rezoning request, as set forth in CMBC 15.02.070

(Ord. 5309 § 1 (part), 1996)

#### **HISTORY**

*Repealed & Replaced by Ord. 6483 on 2/28/2022*

### **15.28.060 Development Plan Review Procedure**

- A. Application. A development plan shall be submitted to the community development department, along with a filing fee as specified by this title. Upon application submittal, the development plan shall be reviewed in accordance with the procedures outlined below. The following information shall be submitted to the community development department:
1. A letter of intent stating the proposed uses, improvements necessary to serve the development, construction time frame and phasing;
  2. The development name and legal description of the boundary;
  3. A north arrow, scale, bar scale and date;
  4. The names and addresses of the owner, and the architect or engineer preparing the plan;
  5. A location map showing the proposed development and its relationship to existing abutting subdivisions and community facilities such as streets, schools, parks, and commercial areas;
  6. All established floodway or floodway fringe encroachment limits;
  7. A soils and drainage report prepared by the engineer. The report shall show the general soil and drainage conditions and include preliminary recommendations as to the adaptability of the property proposed for development;
  8. Location and size of any sites to be considered for dedication to public use;
  9. Layout, numbers and dimensions of proposed lots;
  10. The location, width, name, grade and typical cross-sections of all proposed streets within the development and the width and name of any platted street located within two hundred (200) feet of the site;
  11. The location and width of other public ways, railroad rights-of-way, utility and all other easements, existing or proposed within the development and within two hundred (200) feet;
  12. Existing and proposed contour intervals of not more than five feet;

13. All existing and proposed underground installations within the proposed development or adjacent thereto or the location of the nearest available facilities;
  14. The location of all existing and proposed structures, proposed parking areas, pedestrian ways, private and public streets, landscaping, screening and fencing;
  15. Design, location and size of signage to be installed as part of the proposed development;
  16. A photometric plan which shows proposed light pole height, materials and height, light fixture type and design, and other outdoor lighting considerations;
  17. Location and area proposed as open space;
  18. The number of dwelling units proposed for the development and the general arrangement of buildings; and
  19. Architectural drawings, renderings, or other visual documents which illustrate the proposed building design(s).
- B. Review by Community Development Department. The community development director shall determine the adequacy and completeness of the development plan application. The community development director may require additional information prior to scheduling review by the city planning commission. The application shall be accompanied by one (1) electronic copy and one (1) paper copy (minimum size: 11 in. x 17 in.) of the preliminary development plan for the entire development.
- C. Review by the City Planning Commission. The city planning commission, in reviewing the development plan, shall take into consideration conformance with the comprehensive plan, recognized principles of land use planning, landscape, architecture, the conservation and stabilization of the value of property, adequate open space for light and air, congestion of public streets, the promotion of public safety, health, convenience and comfort and the general welfare of persons using the facility. In addition to the proposed use meeting the general requirements as set forth, the commission in recommending approval of the proposed development plan, may recommend certain conditions to be attached to such use which the commission deems necessary in order to carry out the intent and purpose of this title. Such conditions may include, but are not limited to an increase in the required lot or yard area, control of the location and number of vehicular access points to the property, limitations to the number of signs, limitations to coverage or height of buildings situated on the property because of obstruction to view and reduction of light and air to adjacent property, and required screening and landscaping where necessary to reduce noise and glare, and designation and responsibility for maintenance of the property.
- D. Review by City Council. After review of the development plan by the city planning commission, it shall be forwarded to the city council, with its written recommendations, whether for approval or denial, whereupon the city council may take action on the plan. Approval of the development plan shall be by city council resolution.
- E. Building Permit Review. The community development director shall review all grading, building, and public works construction permits for compliance with the approved development plan. No grading, building, or public works construction permit shall be issued if determined by the community development director to be inconsistent with the approved development plan. However, the community development director shall have the authority to approve minor changes to the development plan. If the community development director determines that major

changes are requested, review and approval by the city planning commission and city council shall be required.

- F. Amendment to Development Plan. Proposed amendments to an approved development plan shall be subject to the same review and approval procedure as an initial application. Minor amendments to an adopted development plan may be administratively approved at the discretion of the Community Development Director.

(Ord. 5309 § 1 (part), 1996)

#### HISTORY

*Amended by Ord. [6483](#)  
on 2/28/2022 Amended  
by Ord. [6531](#) on  
12/19/2022*

### **15.28.070 Development Plan Completion**

If the improvements identified in the development plan have not been completed within three years from the date of the city council approval, the development plan shall be void unless an extension of time has been granted prior to the expiration date. The city planning commission may grant a two year extension. In reviewing a request for extension of time, the commission shall consider whether the development plan is in compliance with applicable ordinances, standards for public improvements and the comprehensive plan of the city.

(Ord. 5309 § 1 (part), 1996)

#### HISTORY

*Amended by Ord. [6483](#) on 2/28/2022*

### **15.28.080 Termination Of The Planned Residential Overlay**

If no substantial development has taken place in a PR overlay for three years following approval of the development plan, the city planning commission shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property.

(Ord. 5309 § 1 (part), 1996)

#### HISTORY

*Amended by Ord. [6483](#) on 2/28/2022*

## **Attachment E**

### **House Plans**

Developer must commit to using the provided house plans.

# LAKE MANAWA TOWNHOME (STANDARD)

SUBDIVISION

ADDRESS



## GENERAL PLAN NOTES

These working drawings have been prepared by VirtuActive, LLC to meet building conditions and were designed under standard interpretation of the 2018 International Residential Code (IRC 2018) and the amendments adopted by the local jurisdictions. Because codes and requirements can change and may vary from jurisdiction to jurisdiction, VirtuActive, LLC cannot warrant compliance with any specific codes or regulations. Therefore, each individual contractor, sub-contractor, and supplier on the jobsite should consult their local building official to determine the appropriateness between the plan and actual jobsite conditions and applications.

### CONCRETE and FOUNDATIONS:

Footing design assumes 1500 PSF allowable bearing pressure. Foundation wall designs assume 30 PSF equivalent hydrostatic pressure. Concrete contractor to verify soil conditions prior to concrete placement.

### Re-enforcing footing as follows:

- Spread footings - as noted on plan
- 20"x10" continuous footing (3) #4's cont.
- 16"x8" continuous footing (2) #4's cont.
- Deck piers - min. 42"below grade (width TBD by plan and rebar as required)

Provide footing dowels to match vertical wall reinforcing.

Reinforcing bars shall be Grade 60 or better.

Concrete contractor to provide ground rebar in footing for electrical contractor.

All concrete shall be min 3000 PSI (28 day comp strength).

All footings shall be a min of 42" below finished grade or deeper.

Anchor bolts must be at least 5/8" in diameter and must extend at least 7" into concrete.

There must be at least 2 anchor bolts per plate section on walls longer that 24".

Anchor bolts must be spaced no more than 6' on center.

One anchor bolt must be located not more than 12" from each end of the plate section

Contractors, sub-contractors, and suppliers shall be aware of and responsible for, but not limited to, the following:

- Contractors, sub-contractors, and suppliers shall verify all conditions and dimensions prior to construction and be solely responsible for any changes necessary as a result of conditional or dimensional differences.
- Contractors, sub-contractors, and suppliers shall verify all dimensions and elevations against the plan and actual site conditions.
- Calculated dimensions take precedence over scaled dimensions.
- All dimensions are from framing edge, unless otherwise noted.

### STRUCTURAL and FRAMING:

All structural member types, sizes, and spans shall be verified by the contractor, sub-contractor, and/or supplier.

All additional structural members required for specific framing techniques shall be sized by the contractor, sub-contractor, and/or supplier.

All steel pipe columns shall be 3.5", unless otherwise noted.

Ceiling joists, rafters and/or roof trusses shown per plan. Sizing, spans, reinforcement locations, and depth to be verified by contractor, sub-contractor, and/or structural supplier.

Provide bridging as required by code.

All perimeter headers over openings to be (2) 2x12, unless otherwise noted.

Provide double cripple studs under all LVL headers.

Wind bracing to be CS-WSP unless specified otherwise.

Penetrations through any structural member must be verified by engineer and/or structural supplier.

## TABLE OF CONTENTS

SHEET	TITLE
1	COVER PAGE
2	SITE PLAN
3	FRONT & REAR ELEVATIONS
4	LEFT & RIGHT ELEVATIONS
5	3D PERSPECTIVE VIEWS
6	FOUNDATION/BASEMENT PLAN & DETAILS
7	MAIN FLOOR PLAN & DETAILS
8	SECOND FLOOR PLAN
9	ROOF PLANS & DETAILS
10	ELECTRICAL PLANS & DETAILS

FINISHED SQ. FT.		UNFINISHED SQ. FT.		SPECIALTY SQ. FT.	
UNIT "B" MAIN LEVEL	485	UNIT "A" GARAGE	285	UNIT "A" MECH	21
UNIT "A" MAIN LEVEL	977	UNIT "A" PORCH	72	UNIT "B" MECH	19
UNIT "B" SECOND LEVEL	602	UNIT "A" PATIO	84	UNIT "C" MECH	19
UNIT "C" MAIN LEVEL	485	UNIT "B" GARAGE	271	UNIT "D" MECH	21
UNIT "C" SECOND LEVEL	602	UNIT "B" PORCH	54		
UNIT "D" MAIN LEVEL	977	UNIT "C" GARAGE	271		
		UNIT "C" PORCH	54		
TOTALS:	4,128	UNIT "D" GARAGE	285	TOTALS:	80
		UNIT "D" PORCH	72		
		UNIT "D" PATIO	84		
		TOTALS:	1,532		



REVISION TABLE	
NUMBER	DESCRIPTION

These drawings are the property of VirtuActive, LLC and are to be used for the exclusive use of VirtuActive, LLC. Use of these drawings and concepts contained herein without the written permission of VirtuActive, LLC is prohibited. The contractor, sub-contractor, supplier, and/or homeowner shall verify all dimensions and elevations against the plan and actual site conditions. The contractor, sub-contractor, and supplier shall be responsible for any changes necessary as a result of conditional or dimensional differences. The contractor, sub-contractor, and supplier shall be responsible for any changes necessary as a result of conditional or dimensional differences. The contractor, sub-contractor, and supplier shall be responsible for any changes necessary as a result of conditional or dimensional differences. The contractor, sub-contractor, and supplier shall be responsible for any changes necessary as a result of conditional or dimensional differences.

PROJECT LOCATION:

STREET  
CITY  
SUBDIVISION  
COUNTY

PREPARED FOR:

TURN THE PAIGE HOMES  
CITY OF COUNCIL BLUFFS  
LAKE MANAWA TOWNHOMES



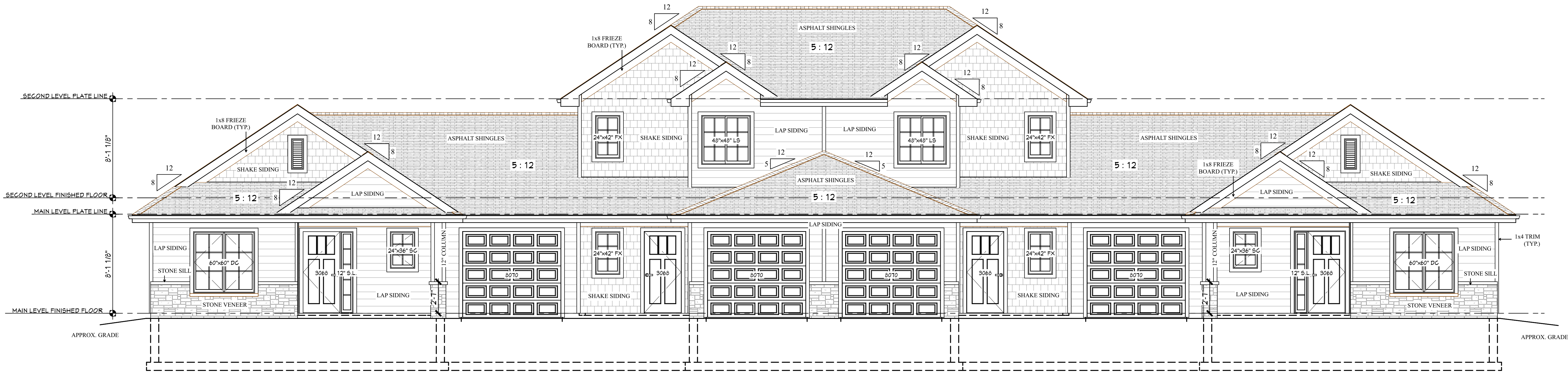
DATE:

4/2/2025

SHEET:

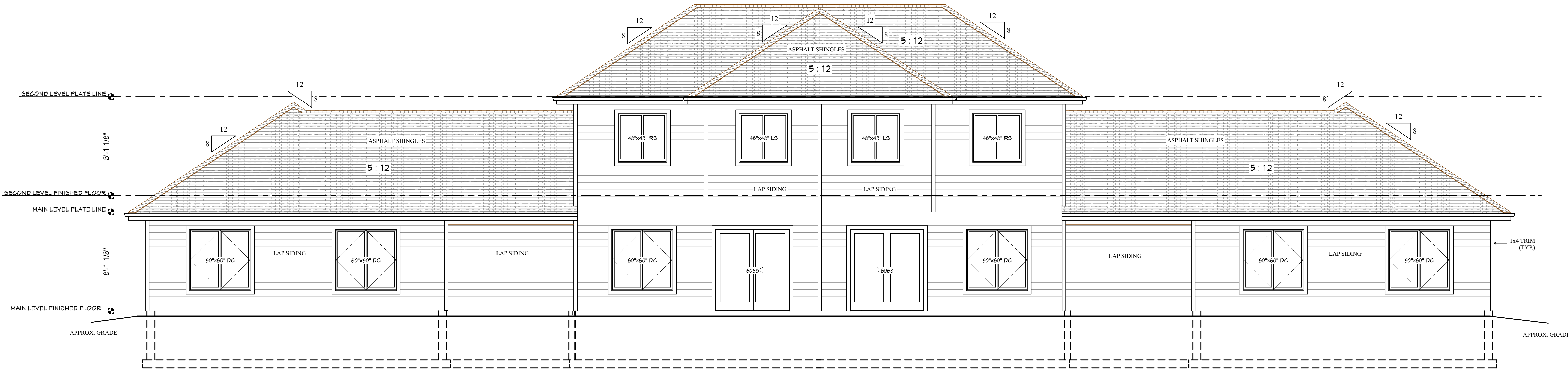
1 OF 10





FRONT ELEVATION

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



REAR ELEVATION

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

PLATE HEIGHTS AND EXACT ROOF DETAILS CAN VARY DEPENDING ON A VARIETY OF FACTORS INCLUDING (but not limited to) SOFFIT THICKNESS, HEADER SIZES AND HEEL HEIGHTS. OWNER AND CONTRACTOR TO VERIFY ALL DETAILS PRIOR TO CONSTRUCTION.

NUMBER	DATE	REVISION TABLE	REVISOR	DESCRIPTION

These drawings are the property of VirtuaActive, LLC. and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the written permission of VirtuaActive, LLC. Use of these drawings and concepts contained herein without the written permission of VirtuaActive, LLC is prohibited.

The contractor, subcontractors, suppliers, and/or homeowners shall verify all dimensions and materials shown on these drawings. The contractor, subcontractors, suppliers, and/or homeowners shall verify all dimensions and materials shown on these drawings. The contractor, subcontractors, suppliers, and/or homeowners shall verify all dimensions and materials shown on these drawings. The contractor, subcontractors, suppliers, and/or homeowners shall verify all dimensions and materials shown on these drawings.

PROJECT LOCATION:

STREET  
CITY  
SUBDIVISION  
COUNTY

PREPARED FOR:

TURN THE PAIGE HOMES  
CITY OF COUNCIL BLUFFS  
LAKE MANAWA TOWNSHIPS

VIRTUAACTIVE

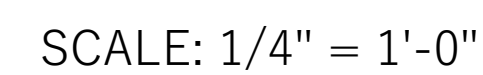
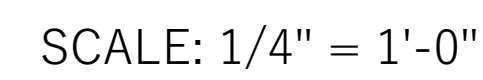
VirtuaActive - 3D Drafting & Design  
1414 North 20th Street, Suite 2, Elkhorn, NE 68022  
www.VirtuaActive.com | 402.979.8100  
Designed by: Brian Friese | brian@virtuaactive.com

DATE:

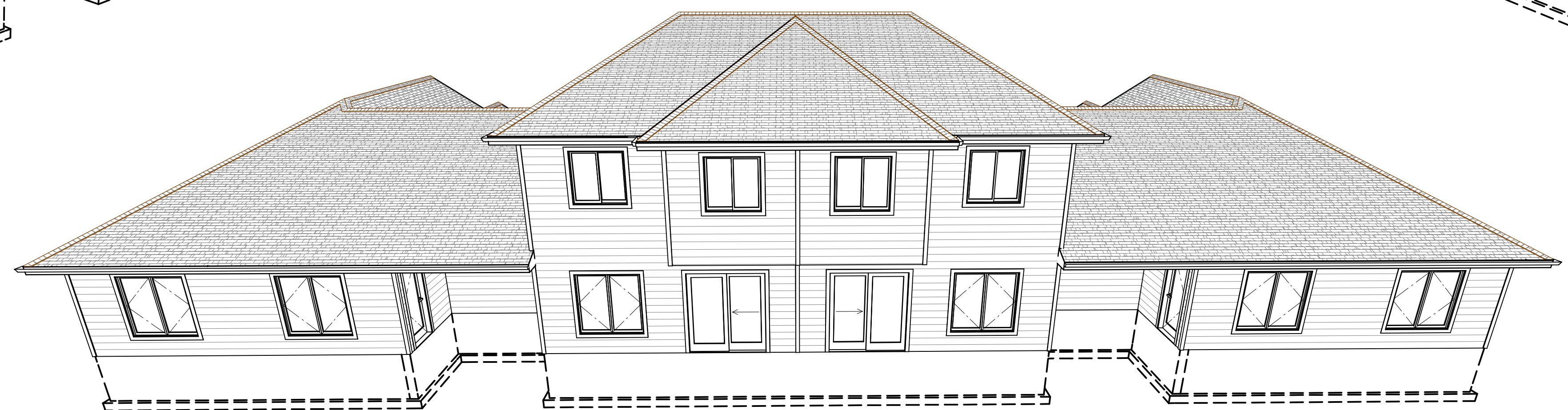
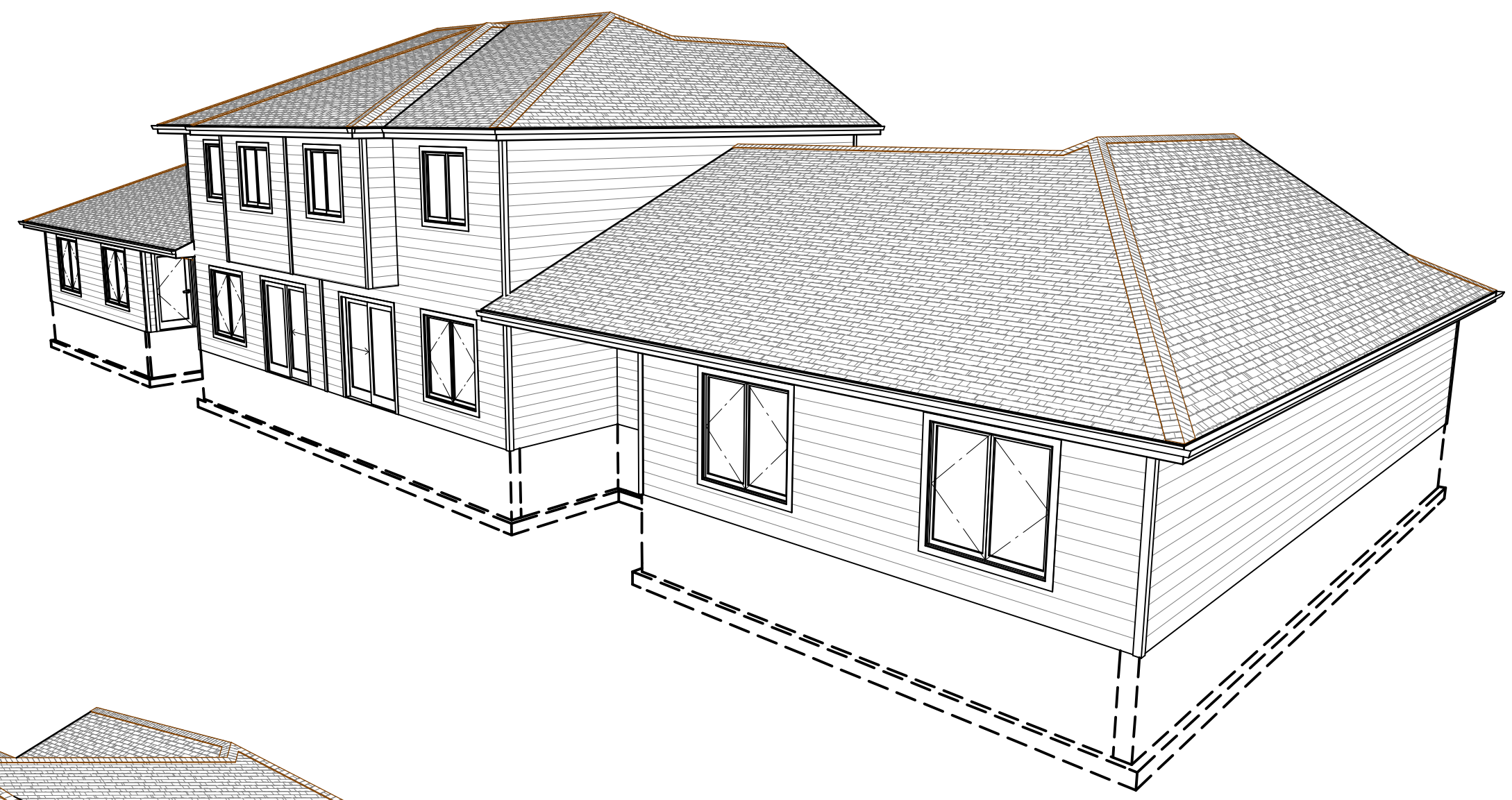
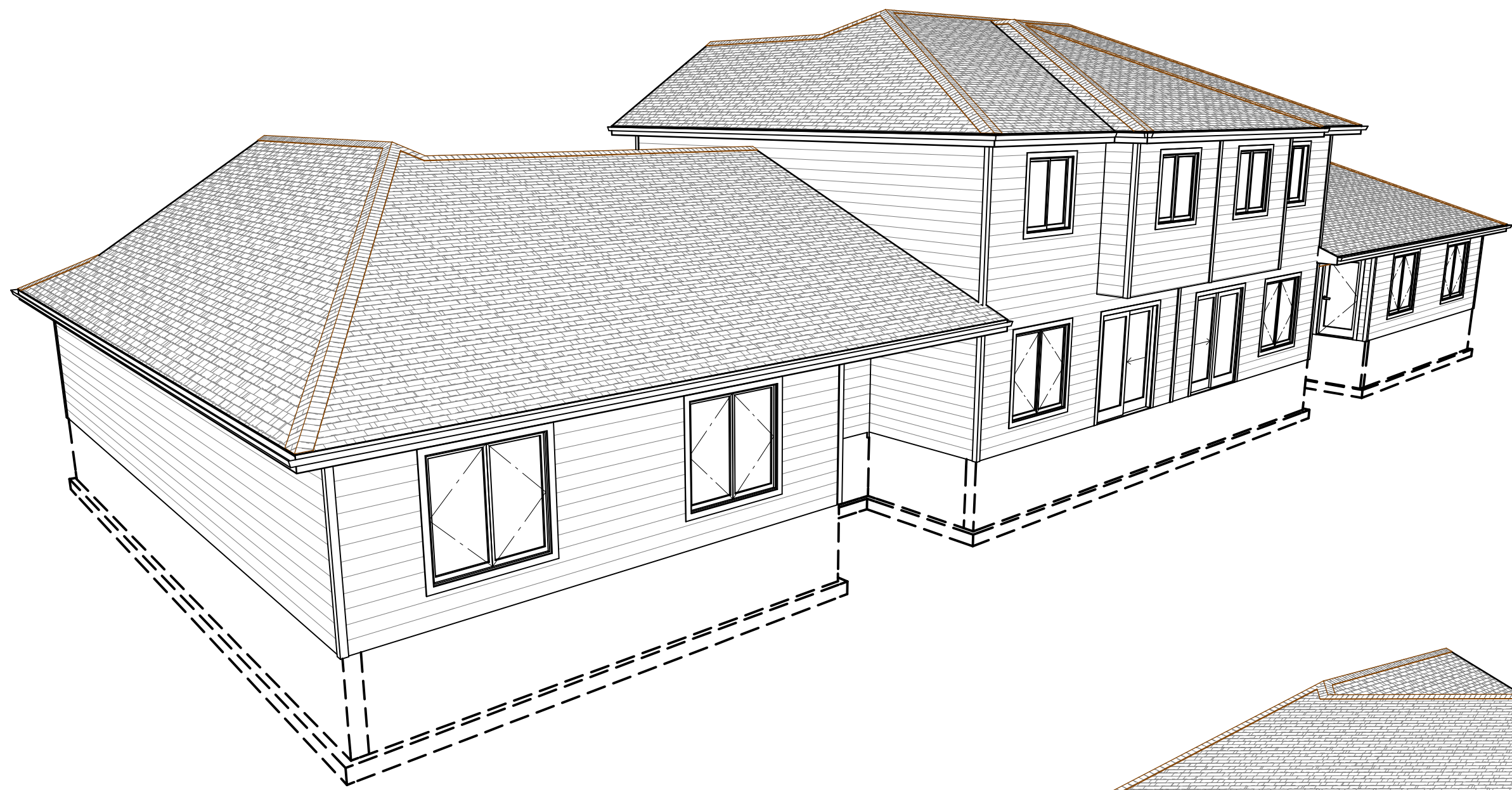
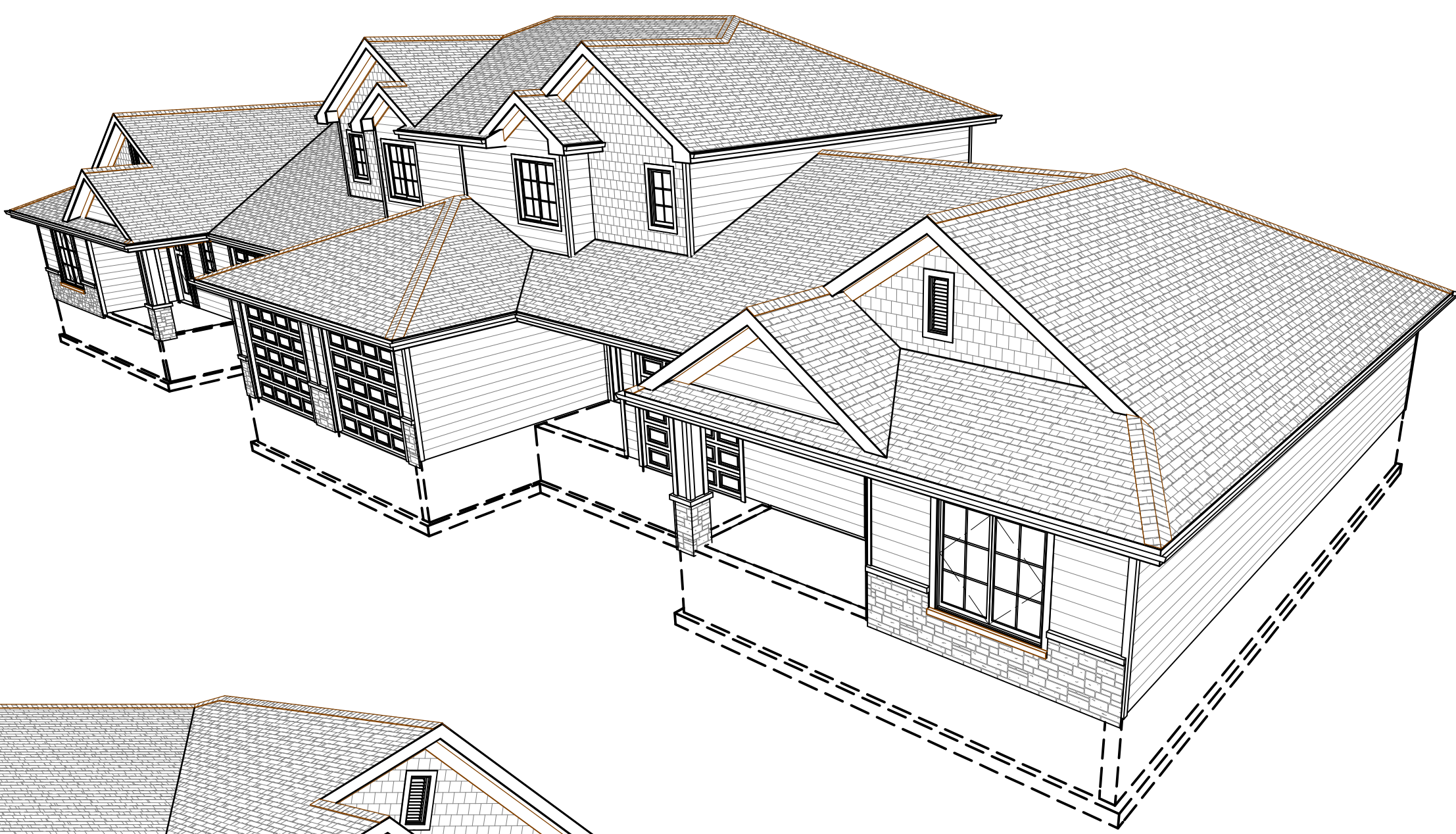
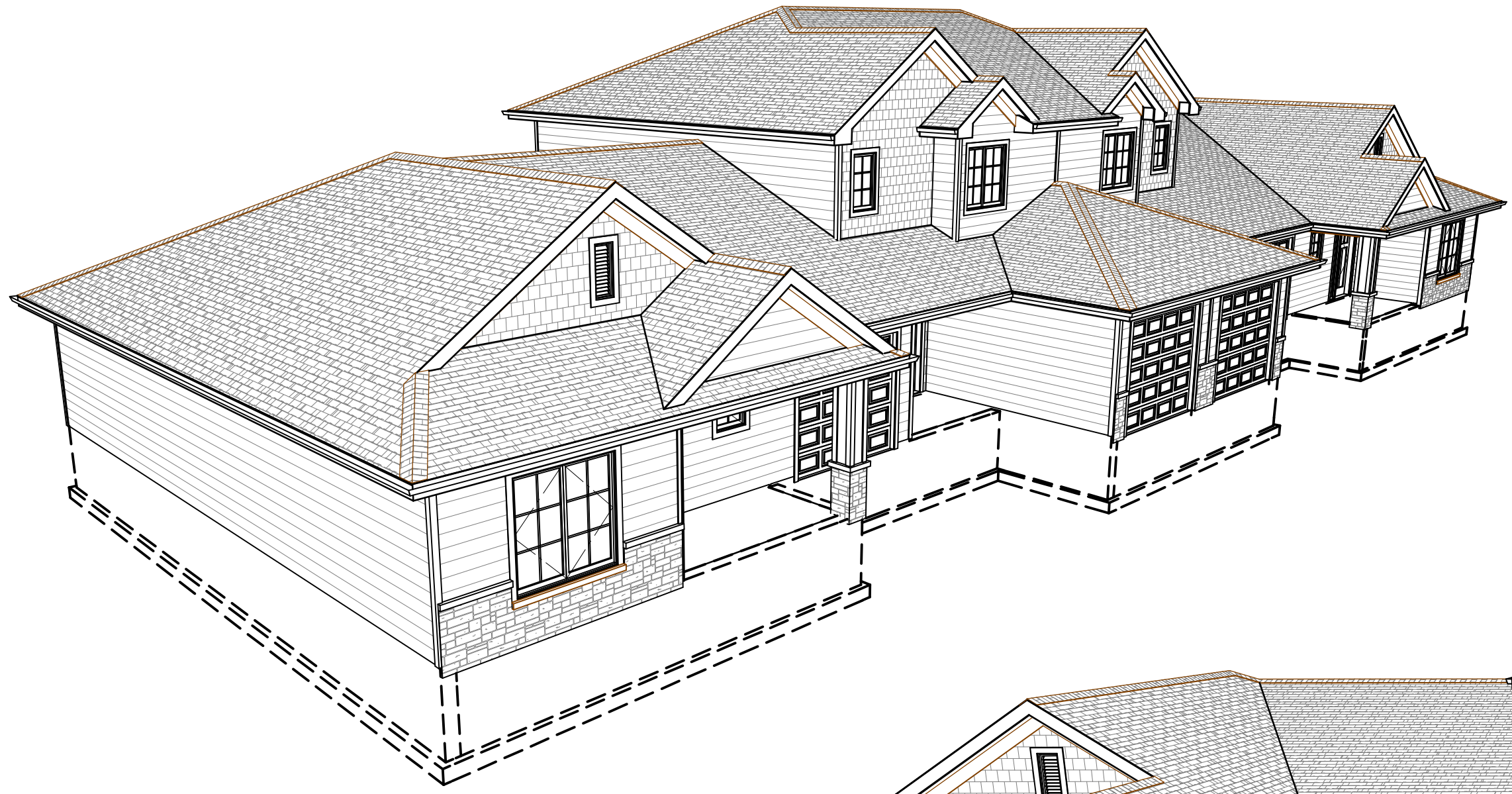
4/2/2025

SHEET:

3 OF 10



54



3D PERSPECTIVE VIEWS  
NOT TO SCALE

3D PERSPECTIVE VIEWS ARE PURELY FOR VISUAL REPRESENTATION AND NOT FOR CONSTRUCTION PURPOSES.

PLATE HEIGHTS AND EXACT ROOF DETAILS CAN VARY DEPENDING ON A VARIETY OF FACTORS INCLUDING (but not limited to) SOFFIT THICKNESS, HEADER SIZES AND HEEL HEIGHTS. OWNER AND CONTRACTOR TO VERIFY ALL DETAILS PRIOR TO CONSTRUCTION.

REVISION TABLE		REVISION BY	DESCRIPTION
NUMBER	DATE		

These drawings are the property of Turn The Paige Homes, LLC. No part of these drawings and concepts contained herein may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the written permission of Turn The Paige Homes, LLC. Use of these drawings and concepts contained herein without the written permission of Turn The Paige Homes, LLC is prohibited.

These drawings are the property of Turn The Paige Homes, LLC. No part of these drawings and concepts contained herein may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the written permission of Turn The Paige Homes, LLC. Use of these drawings and concepts contained herein without the written permission of Turn The Paige Homes, LLC is prohibited.

These drawings are the property of Turn The Paige Homes, LLC. No part of these drawings and concepts contained herein may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the written permission of Turn The Paige Homes, LLC. Use of these drawings and concepts contained herein without the written permission of Turn The Paige Homes, LLC is prohibited.

PROJECT LOCATION:

STREET  
CITY  
SUBDIVISION  
COUNTY

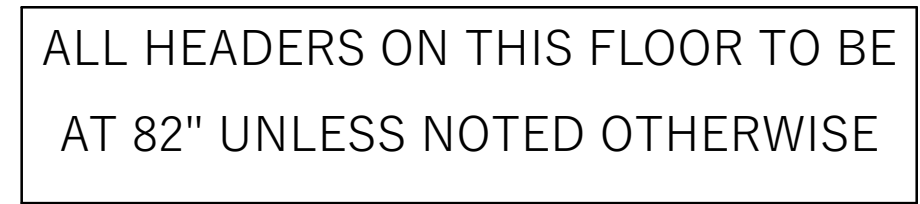
PREPARED FOR:

TURN THE PAIGE HOMES  
CITY OF COUNCIL BLUFFS  
LAKE MANAWA TOWNHOMES

DATE:  
4/2/2025

SHEET:  
5 OF 10





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

FINISHED SQ. FT.		UNFINISHED SQ. FT.		SPECIALTY SQ. FT.	
UNIT "B" MAIN LEVEL	485	UNIT "A" GARAGE	285	UNIT "A" MECH	21
UNIT "A" MAIN LEVEL	977	UNIT "A" PORCH	72	UNIT "B" MECH	19
UNIT "B" SECOND LEVEL	602	UNIT "A" PATIO	84	UNIT "C" MECH	19
UNIT "C" MAIN LEVEL	485	UNIT "B" GARAGE	271	UNIT "D" MECH	21
UNIT "C" SECOND LEVEL	602	UNIT "B" PORCH	54		
UNIT "D" MAIN LEVEL	977	UNIT "C" GARAGE	271		
		UNIT "C" PORCH	54		
TOTALS:	4,128	UNIT "D" GARAGE	285	TOTALS:	80
		UNIT "D" PORCH	72		
		UNIT "D" PATIO	84		
		TOTALS:	1,532		

[illegible]

These drawings are the proprietary work, product and property of Vitruvius, LLC developed by Vitruvius, LLC. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the written permission of Vitruvius, LLC as prohibited.

To the best of our knowledge these plans are drawn to comply with owner's specifications. The contractor, sub-contractors, suppliers, and/or homeowners shall verify all dimensions and materials are correct and that all work is done in accordance with the approved plans. We shall not be responsible for any errors or omissions or for any consequences arising from the use of the information contained herein.

Contractor, sub-contractors, and suppliers are responsible for all code and governing body compliance and all engineering. Vitruvius, LLC will not take responsibility for any errors or omissions or for any consequences arising from the use of the information contained herein. Vitruvius is not an architect or engineer. Size, spacing and location of structural members, site utility, and dimensions shall be verified by the contractor, sub-contractors, and suppliers.

PROJECT LOCATION:  
STREET  
CITY  
SUBDIVISION  
COUNTY

**PREPARED FOR:**

**IRTUACTIVE**  
**VirtuActive - 3D Drafting & Design**  
414 North 205th Street, Suite 2, Elkhorn, NE 68022  
[www.VirtuActive.com](http://www.VirtuActive.com) | 402.979.8100

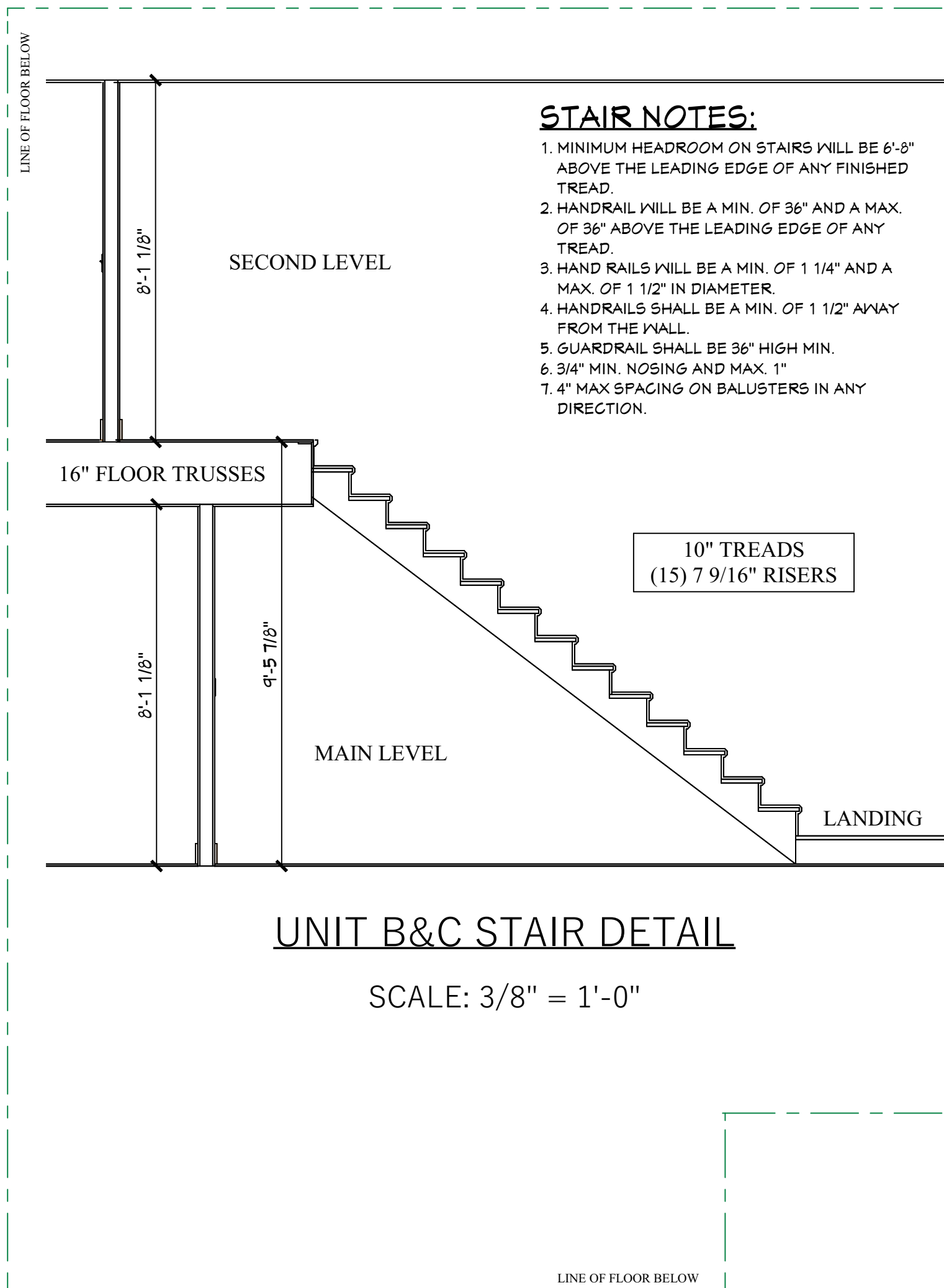


DATE:

4/2/2025

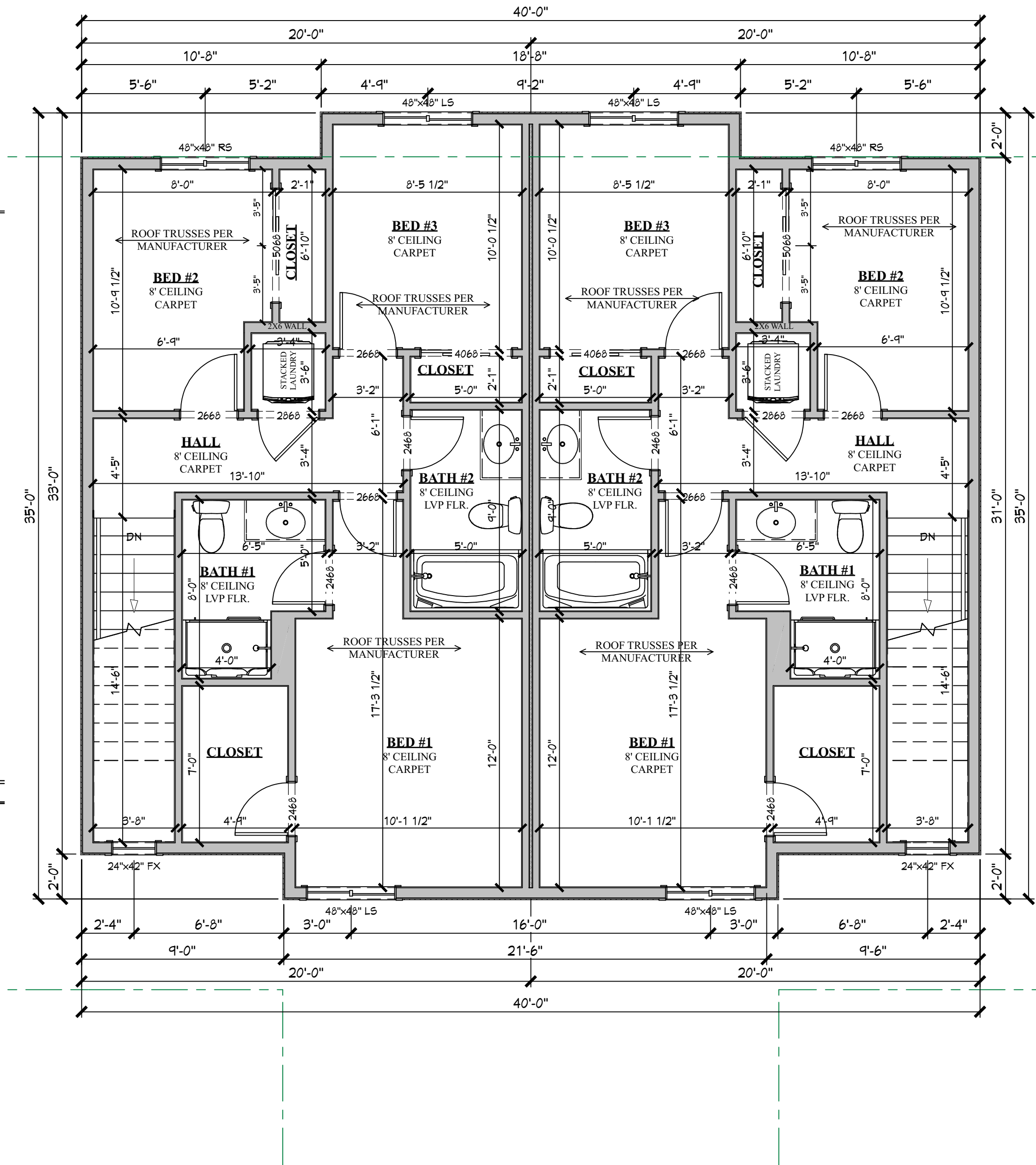
SHEET:

7 OF 10



UNIT B&C STAIR DETAIL

SCALE: 3/8" = 1'-0"



SECOND FLOOR PLAN

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

ALL HEADERS ON THIS FLOOR TO BE AT 82" UNLESS NOTED OTHERWISE

FOUNDATION & FRAMING NOTES

1. All structural members and framing members shall be confirmed by contractor, sub-contractor, and/or supplier for size, spacing, and species to verify they meet local code requirements.
2. All exterior framing dimensions are to exterior face of sheathing.
3. All interior framing dimensions to framing edge, unless otherwise noted.
4. 8" poured concrete foundation walls min. 42" below grade, unless otherwise noted.
5. 2x6 exterior and 2x4 interior walls, unless otherwise noted.
6. All exterior headers shall be (2) 2x12, unless otherwise noted.
7. Door sizes noted as feet and inches.
8. Window sizes noted as inches. Contractor, sub-contractor, and/or suppliers to confirm window openings for egress, min. light, min. height, and ventilation requirements. Contractor and/or sub-contractor to go off of supplier provided rough opening sheet for all rough openings & sizes.
9. Ceiling Heights: 8' 1-1/8" Main Floor, 8' 1-1/8" Second Floor. Unless otherwise noted.
10. Allow for at least 3.5" from interior door rough openings to wall.
11. All angled walls are 45°, unless otherwise noted.
12. All centerline dimensions for fixtures should be double checked for field accuracy.
13. Wall bracing method = CS-WSP

FINISHED SQ. FT.		UNFINISHED SQ. FT.		SPECIALTY SQ. FT.	
UNIT "B" MAIN LEVEL	485	UNIT "A" GARAGE	285	UNIT "A" MECH	21
UNIT "A" MAIN LEVEL	977	UNIT "A" PORCH	72	UNIT "B" MECH	19
UNIT "B" SECOND LEVEL	602	UNIT "A" PATIO	84	UNIT "C" MECH	19
UNIT "C" MAIN LEVEL	485	UNIT "B" GARAGE	271	UNIT "D" MECH	21
UNIT "C" SECOND LEVEL	602	UNIT "B" PORCH	54		
UNIT "D" MAIN LEVEL	977	UNIT "C" GARAGE	271		
		UNIT "C" PORCH	54		
TOTALS:	4,128	UNIT "D" GARAGE	285	TOTALS:	80
		UNIT "D" PORCH	72		
		UNIT "D" PATIO	84		
		TOTALS:	1,532		

Integrity From The Ground Up

REVISION TABLE	REVISION BY	DESCRIPTION
NUMBER	DATE	

FOR THE RECORD: This drawing was prepared by the company of VirtuaActive, LLC, and is for the exclusive use of VirtuaActive, LLC. Use of these drawings and concepts contained herein without the written permission of VirtuaActive, LLC is prohibited.

These drawings were prepared by the company of VirtuaActive, LLC, and are for the use of the contractor, sub-contractor, supplier, and/or homeowner. The contractor, sub-contractor, supplier, and/or homeowner shall verify all dimensions and quantities shown on these drawings. It is the responsibility of the contractor, sub-contractor, supplier, and/or homeowner to check all dimensions and quantities shown on these drawings. The contractor, sub-contractor, supplier, and/or homeowner shall be responsible for any errors or omissions on these drawings. The contractor, sub-contractor, supplier, and/or homeowner shall be responsible for any errors or omissions on these drawings. The contractor, sub-contractor, supplier, and/or homeowner shall be responsible for any errors or omissions on these drawings.

PROJECT LOCATION:

STREET

CITY

SUBDIVISION

COUNTY

PREPARED FOR:

TURN THE PAIGE HOMES

CITY OF COUNCIL BLUFFS

LAKE MANAWA TOWNHOMES

VIRTUACTIVE

VirtuaActive - 3D Drafting & Design

1414 North 20th Street, Suite 2, Elkhorn, NE 68022

www.VirtuaActive.com | 402.979.8100

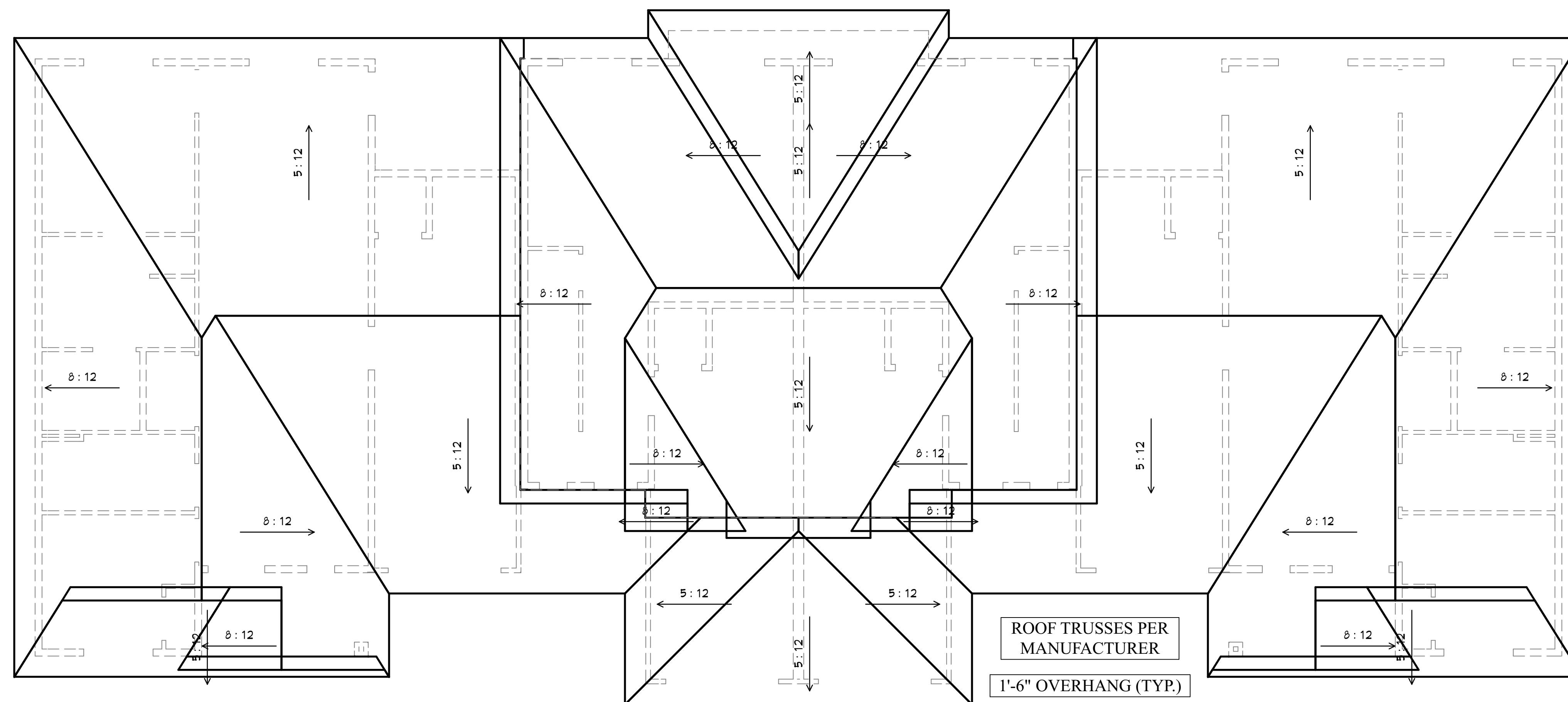
Designed by: Brian Friene | brian@virtuactive.com

DATE:

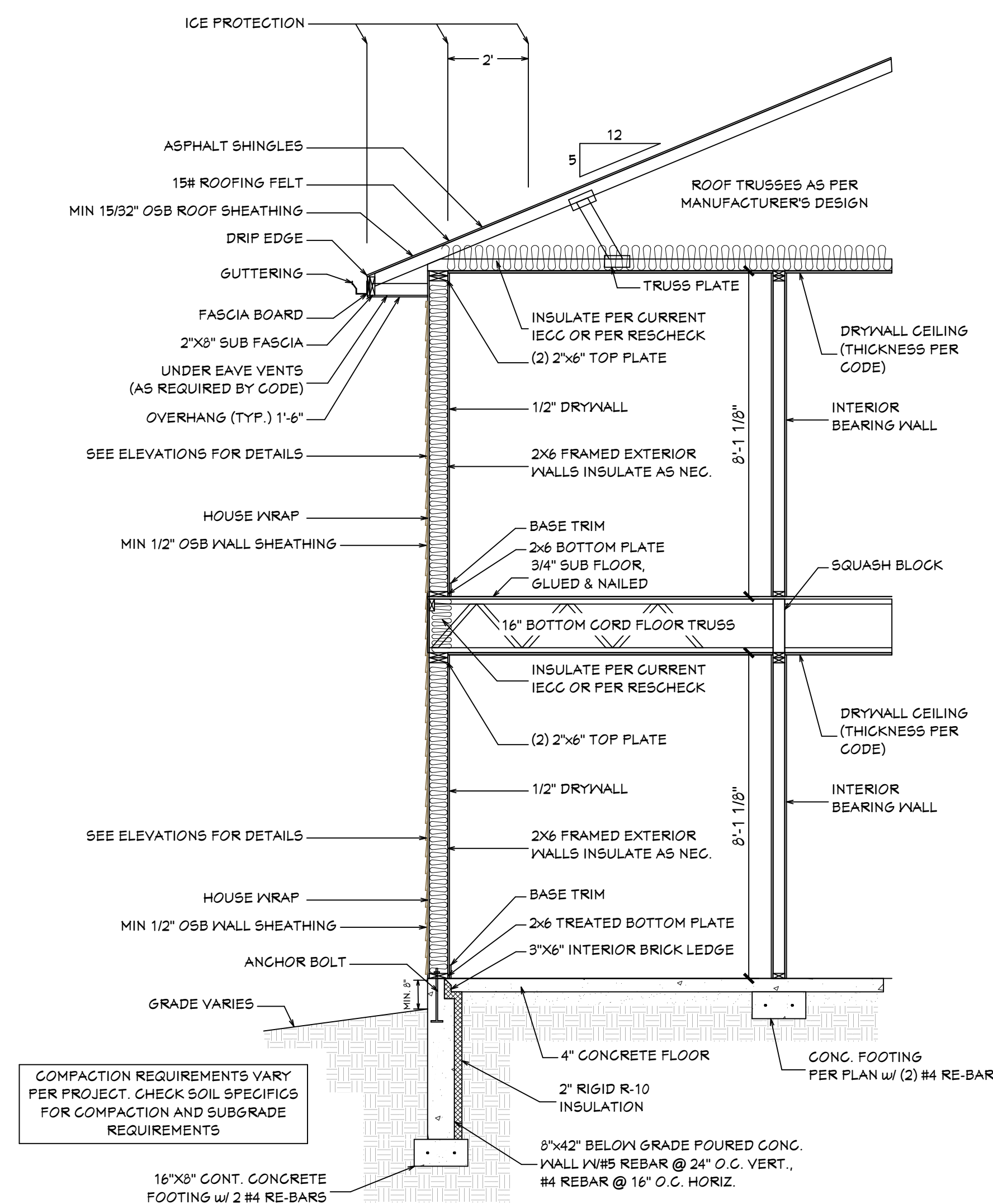
4/2/2025

SHEET:

8 OF 10

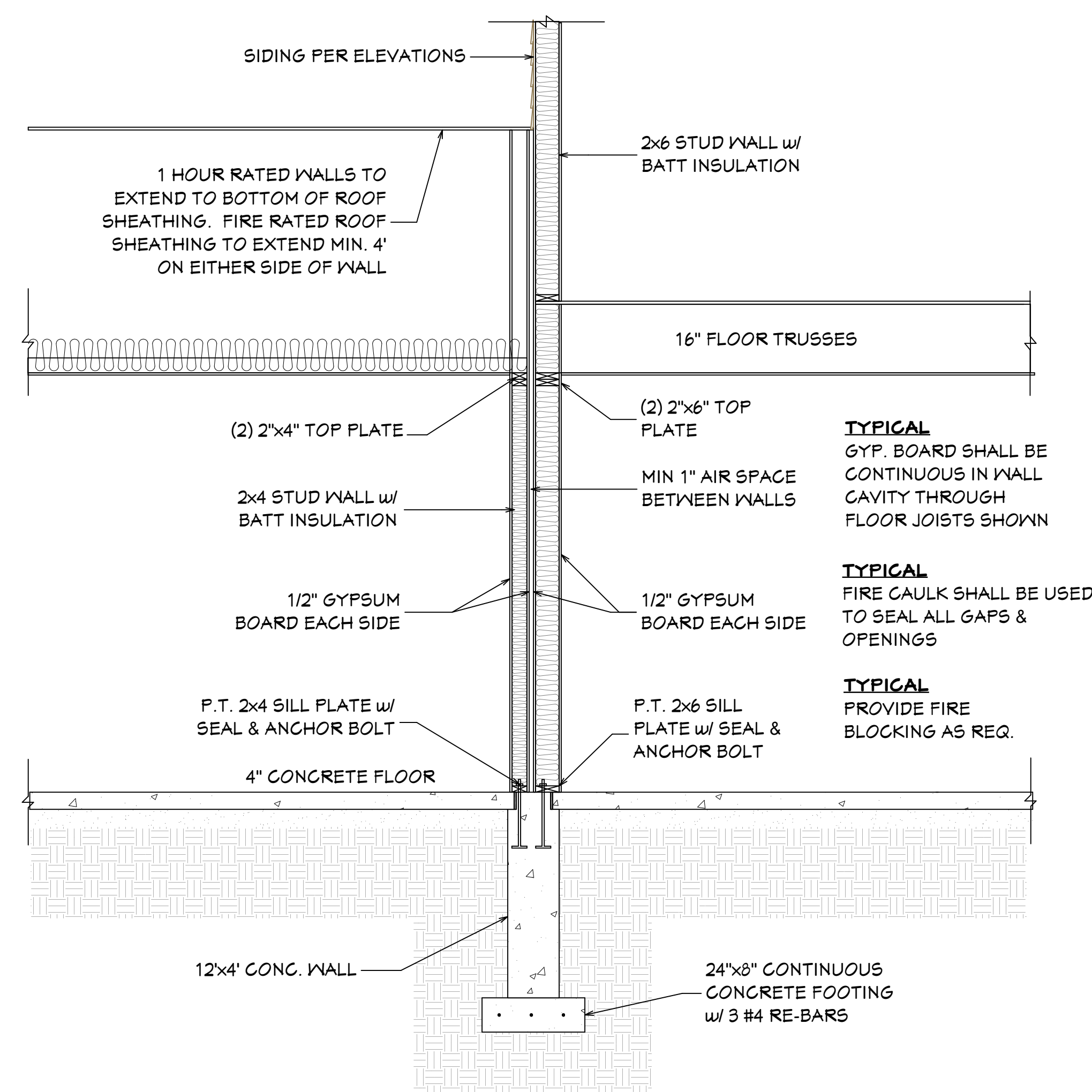
ROOF PLAN

SCALE: 3/16" = 1'-0"



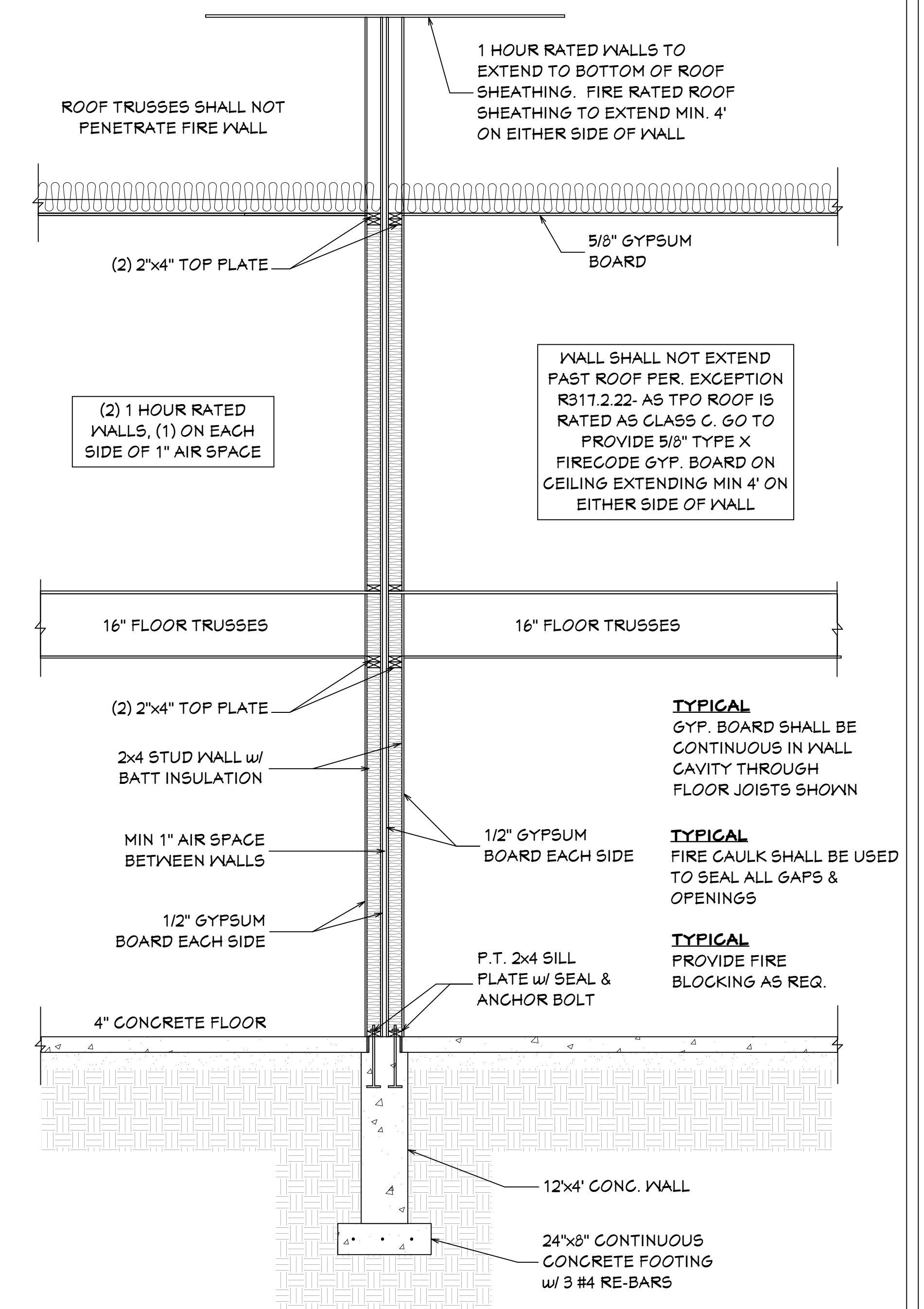
TYPICAL WALL SECTION

SCALE: 3/8" = 1'-0"



PARTITION WALL "S-B" SECTION

SCALE: 1/2" = 1'-0"



PARTITION WALL "S-A" SECTION

SCALE: 1/2" = 1'-0"

[illegible][illegible]

PROJECT LOCATION:

TURN THE PAIGE HOMES  
CITY OF COUNCIL BLUFFS  
LAKE MANAWA TOWNHOMES

**IRTUACTIVE**  
VirtuActive - 3D Drafting & Design

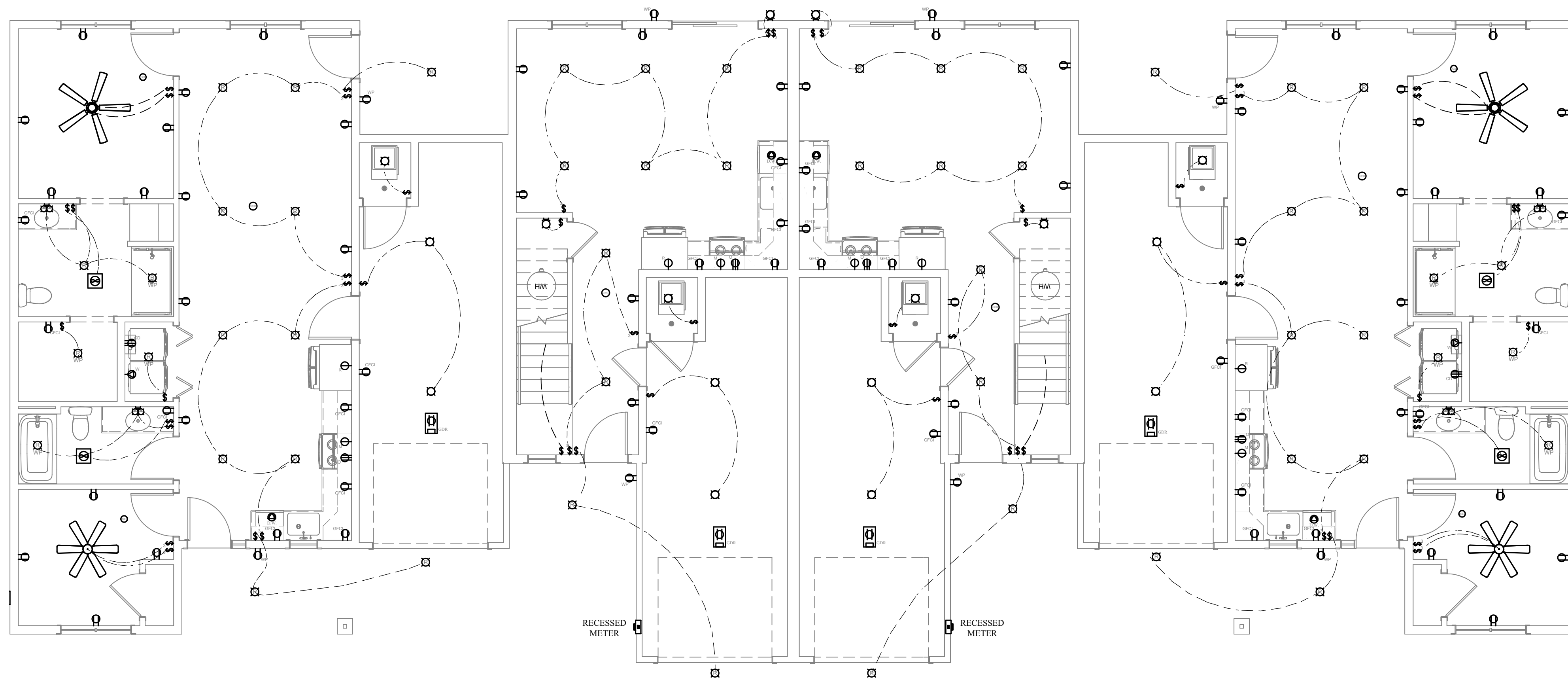
414 North 205th Street, Suite 2, Elkhorn, NE 68022  
www.VirtuActive.com | 402.979.8100



DATE:  
4/2/2025

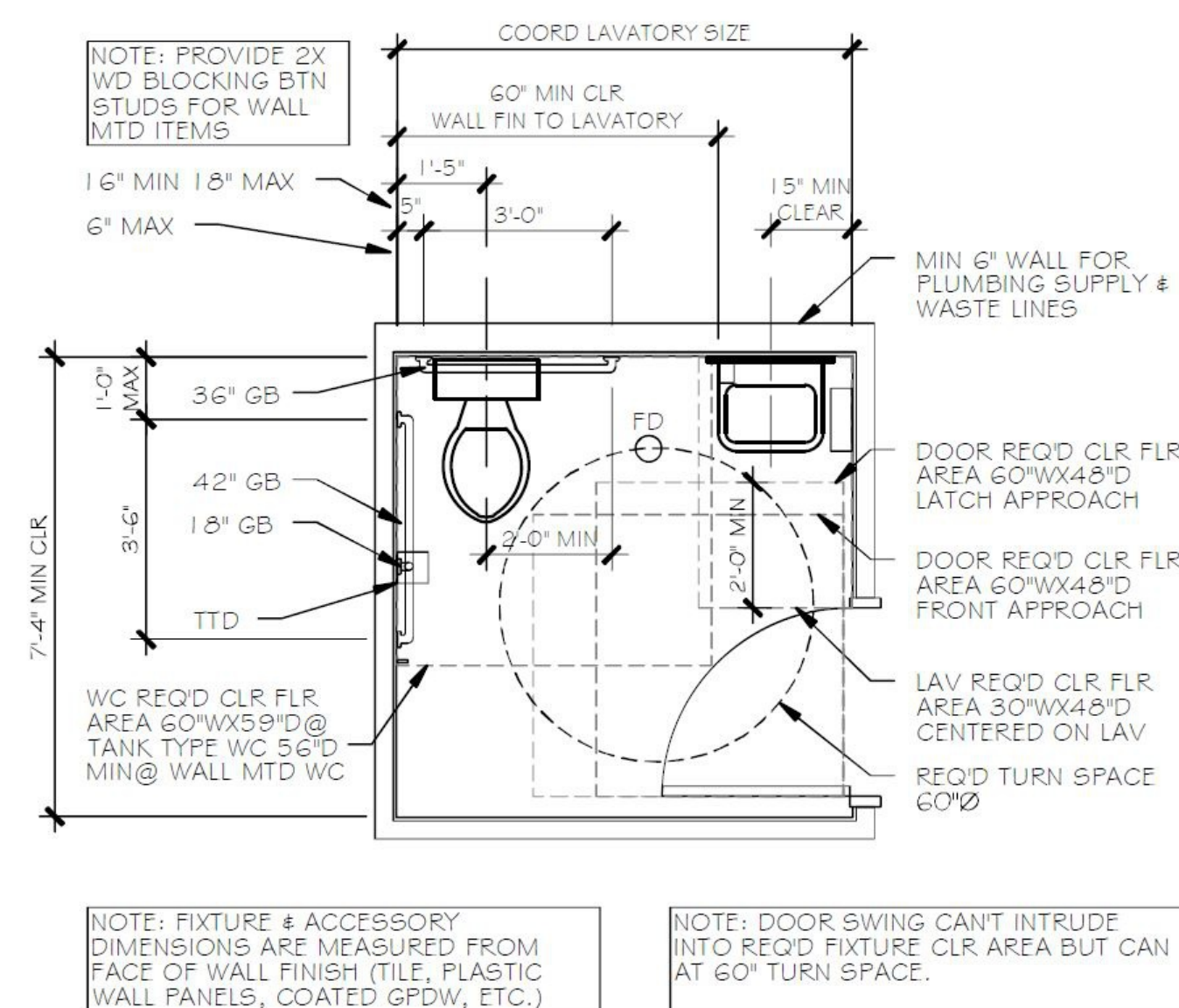
SHEET:

9 OF 10



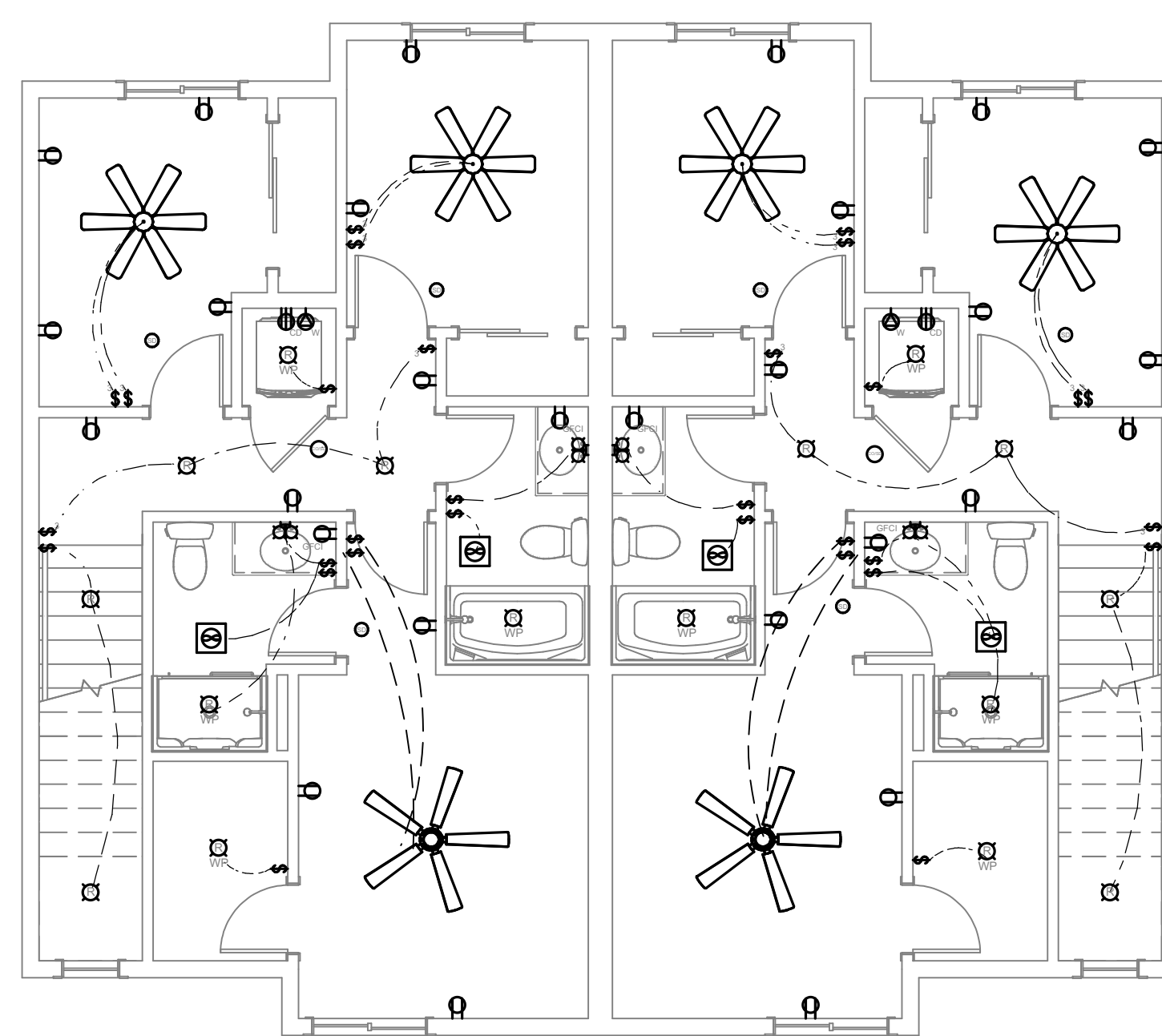
## MAIN FLOOR ELECTRICAL PLAN

SCALE: 3/16" = 1'-0"



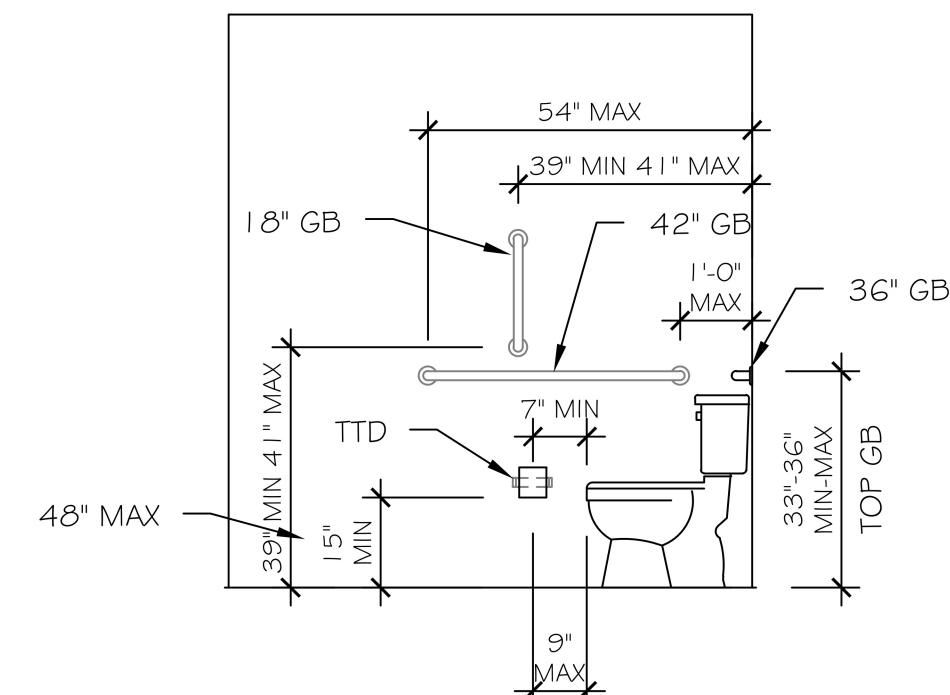
## TYPICAL ADA RESTROOM FLOOR PLAN

SCALE:  $3/8" = 1'-0"$



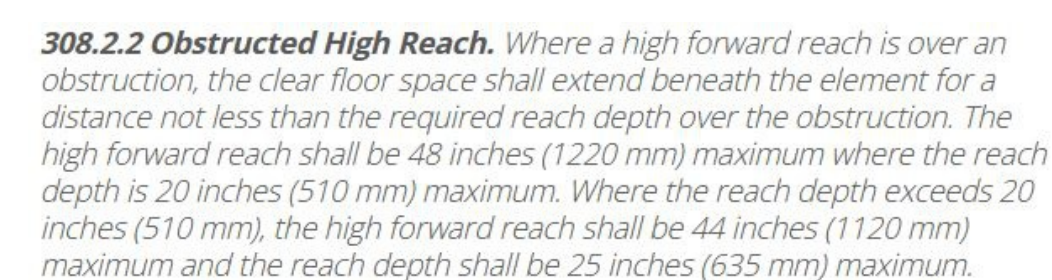
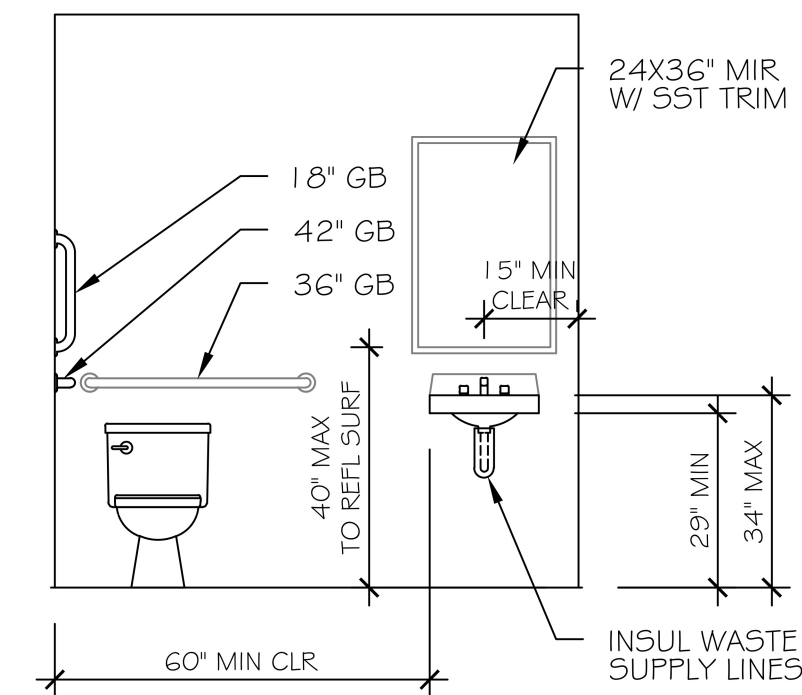
## SECOND FLOOR ELECTRICAL PLAN

SCALE: 3/16" = 1'-0"

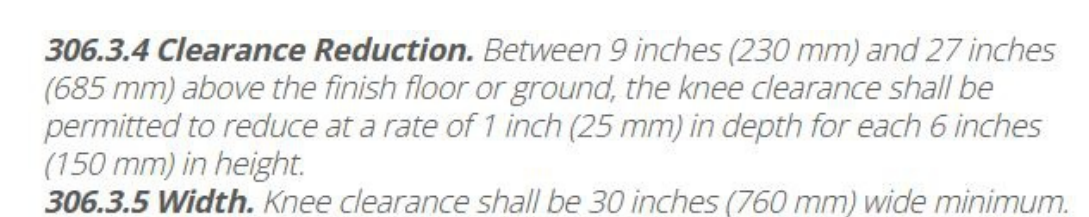


## TYPICAL ADA RESTROOM ELEVATIONS

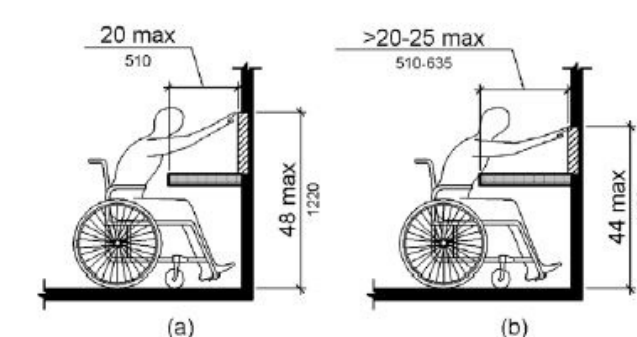
SCALE: 3/8" = 1'-0"



**Figure 308.2.2 Obstructed High Forward Reach**







































**Figure 306.3 Knee Clearance**



## TYPICAL ADA COUNTER DETAILS

SCALE: NO SCALE

ELECTRICAL - DATA - AUDIO LEGEND	
SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fans: Ceiling Mounted
  	Ceiling Mounted Light Fixtures: Surface/Pendant, Recessed, Low Voltage
 	Wall Mounted Light Fixtures: Flush Mounted, Wall Sconce
	Heat Lamp
	Chandelier Light Fixture
	Fluorescent Light Fixture
  	240V Receptacle, Oven, Clothes Dryer
  	110V Receptacles: Duplex, Weather Proof, GFCI
 	Ceiling Mounted 110V Receptacle, Garage Door Opener
 	110V Single Receptacle, Refrigerator
 	Special Purpose Single Receptacle; Washing Machine, Hood w/ Vent
	Special Purpose Duplex Receptacle; Dishwasher
 	Switches: Single Pole, Weather Proof, 3-Way, 4-Way
	Switches: Dimmer, Timer
 	Audio Video: Control Panel, Switch
 	Speakers: Ceiling Mounted, Wall Mounted
	Thermostat
 	Door Chime, Door Bell Button
 	Smoke Detectors: Ceiling Mounted, Wall Mounted
	Electrical Breaker Panel
<p>CONTRACTOR, ELECTRICIAN, &amp; HOMEOWNER TO SITE          VERIFY FIXTURE TYPE, LOCATION, QUANTITY, &amp; CODE          COMPLIANCE</p>	

[illegible]

ON:

IR:

**VirtuActive - 3D Drafting & Design**  
414 North 205th Street, Suite 2, Elkhorn, NE 68022  
www.VirtuActive.com | 402.979.8100  
Designed by: Brian Friehe | brian@virtuactive.com

DATE:

4/2/2025

SHEET:

10 OF 10

## Attachment F

### Approved Project Budget

Grant Revenue	Per Unit Cost	CDBG-DR Grant	Local Match	Total Cost	Local Match Source
Infrastructure	6,760	270,411	1,911,452	2,181,863	CDBG Entitlement, EDI Grant, HDP
Housing Construction Offset	125,000	5,000,000	7,000,000	12,000,000	Developer Loan / House Sales
Mitigation	5,077	203,090	-	203,090	
Down Payment Assistance	35,000	1,400,000	-	1,400,000	
<b>Subtotal</b>	<b>\$ 171,838</b>	<b>\$ 6,873,501</b>	<b>\$ 8,911,452</b>	<b>\$15,784,953</b>	

\*Assumes 40 dwelling units.

**Attachment G**

Davis Bacon Wages

"General Decision Number: IA20250027 01/03/2025

Superseded General Decision Number: IA20240027

State: Iowa

Construction Type: Residential

Counties: Mills and Pottawattamie Counties in Iowa.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://url.us.m.mimecastprotect.com/s/OjS5CmZzLvCVE5jcBi4fRA0AG?domain=dol.gov>.

Modification Number	Publication Date
0	01/03/2025

BRIA0003-024 06/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 33.97	18.52

CARP0427-011 07/01/2022

	Rates	Fringes
CARPENTER.....	\$ 30.00	15.58

ELEC0022-008 06/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 44.50	19.68

ENGI0234-010 05/01/2024

	Rates	Fringes
Power equipment operators:		
CLASS 1.....	\$ 34.10	20.75
CLASS 2.....	\$ 33.80	20.75
CLASS 3.....	\$ 31.81	20.75

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

CLASS 1 - Backhoe; Excavator

CLASS 2 - Bulldozer; Grader/Blade; Loader 35 h.p. and over);  
Scraper

CLASS 3 - Bobcat/Skidsteer/Skid Loader; Loader (under 35  
h.p.); Roller

-----  
LAB01140-005 10/01/2023

	Rates	Fringes
LABORER		
Common or General.....	\$ 24.00	13.48
Mason Tender - Brick.....	\$ 25.30	12.18
Mason Tender - Cement/Concrete.....	\$ 25.30	12.18
Pipelayer.....	\$ 24.00	13.48

-----

PLAS0538-006 10/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.79	15.53

-----

ROOF0142-003 06/01/2024

	Rates	Fringes
ROOFER		
Excluding Metal Roofs.....	\$ 31.50	15.28
Metal Roof Only.....	\$ 31.50	15.28

-----

SUIA2008-024 09/05/2008

	Rates	Fringes
SHEETMETAL WORKER.....	\$ 15.04 **	3.82

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [https://url.us.m.mimecastprotect.com/s/JJ1DCn5AMwU4MG7TZsMfJaWo\\_?domain=dol.gov](https://url.us.m.mimecastprotect.com/s/JJ1DCn5AMwU4MG7TZsMfJaWo_?domain=dol.gov).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

-----

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications

and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====

END OF GENERAL DECISION"

## Attachment F

### Required Contract Language

All project contracts shall contain at a minimum the following provisions, as appropriate.

#### **ALL CONTRACTS**

##### 1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

##### 2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).  
*States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.*
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.
- Iowa Civil Rights Act of 1965.  
*This Act mirrors the Federal Civil Rights Act.*
- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).  
*Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.*
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)  
*Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*
- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). *Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*
- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)  
*Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.*
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). *Provides*

*to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.*

- Federal Executive Order 11246, as amended by Executive Order 11375.  
*Provides that no one be discriminated in employment.*
- Federal Executive Order 11063, as amended by Executive Order 12259.

### 3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

### 4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

### 5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

### 6. Standards and Policies Relating to Energy Efficiency Pub.

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

**ALL CONTRACTS IN EXCESS OF \$10,000**

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so

that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **ALL CONTRACTS IN EXCESS OF \$100,000**

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738.

EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

#### **ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000**

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

## **HOUSING AND URBAN DEVELOPMENT ACT OF 1968 SAMPLE SECTION 3 CLAUSE**

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

**NOTICE OF PUBLIC HEARING OF INTENT TO ACCEPT DEVELOPMENT  
PROPOSALS ON PROPERTY LOCATED IN THE EAST MANAWA SUBDIVISION**

Notice is hereby provided that the City Council for the City of Council Bluffs, Iowa has expressed its intent to accept proposals for the development of 40 single family residential lots located on property generally located on the easterly portion of the City-owned East Manawa Subdivision. 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 to be held at 7:00 p.m. on the 14<sup>th</sup> day of July 2025, in the City Council Chambers in 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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Jodi Quakenbush, City Clerk  
City of Council Bluffs, Iowa

## **RESOLUTION NO. 25-131**

### **RESOLUTION APPROVING MINIMUM DEVELOPMENT REQUIREMENTS, COMPETITIVE CRITERIA, AND PROCEDURES FOR DISPOSITION OF CERTAIN CITY OWNED PROPERTY ALONG EAST MANAWA DRIVE; AND SOLICITING PROPOSALS IN ACCORDANCE WITH THE REQUEST FOR PROPOSALS AND SETTING A PUBLIC HEARING FOR JULY 14, 2025 TO ACCEPT PROPOSALS.**

WHEREAS, in 2022, the City purchased 93.17 acres along East Manawa Drive in order to create a new residential subdivision to increase the housing stock of Council Bluffs; and

WHEREAS, the City plans to create an Urban Renewal Area on the city-owned land; and

WHEREAS, the City wishes to procure a developer or builder for the first phase of the project to create 40 housing units in conjunction with the State of Iowa Economic Development Authority CDBG-DR Single Family Housing Production and Down Payment Assistance Program; and

WHEREAS, the City must secure a developer or builder to commit to the construction of the new single-family housing units; and

WHEREAS, the release of the Request for Proposals shall set forth the minimum requirements for proposals to develop Phase I and evaluation criteria for such proposals; and

WHEREAS, In order to comply with Iowa Code Section 403.8, the City is establishing reasonably competitive bidding procedures for the disposition of the Development Property and all developers interested in submitting a proposal to compete for the sale and redevelopment of the project must submit a proposal meeting the requirements set forth in the Request for Proposal and set forth herein; and

WHEREAS, To give full and fair opportunity for developers interested in submitting a proposal for the sale and redevelopment of the project, this Council should by this Resolution:

1. Approve the minimum requirements for developers/builders.
2. Set a date for receipt of competing proposals and the opening thereof; and provide for review of such proposals with recommendations to this Council in accordance with established procedures.
3. Approve and direct publication of a notice to advise any would-be bidders of the opportunity to compete for the sale of the project on the terms and conditions set forth herein.

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

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

1. The Development Property offered for sale and redevelopment in accordance with the terms and conditions contained in this Resolution, the Plan, and the Request for Proposals is generally located on the southerly portion of the City-owned property from Mohawk Street to East Manawa Drive.
2. It is hereby determined that the requirements set forth in the Request for Proposals shall be considered the minimum development requirements, which requires that each proposal must include and provide for the developer's purchase of the Project at not less than the fair value for use in accordance with the Plan, and include the following information:
  - a. Cove Page – Summary of qualifications. Include relevant contact information.
  - b. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development.
  - c. Project Timeline – A timeline for the project design, bidding, construction and occupancy.
  - d. SAM.gov Registration – Must be registered in SAM.gov and show not on debarred list.
3. It is hereby determined that the evaluation criteria set forth in the Request for Proposals shall constitute the competitive criteria by which any proposals submitted shall be evaluated, which includes the following criteria:
  - a. Developer's Experience and Capacity (75%): The makeup/description of the developer's project team. The preferred developer will have significant experience in the construction residential development. The names of individuals involved and the roles they will perform must be listed. Provide a description of the qualifications and experience of the specific individuals who will be involved in the work described in this RFP, including staff and other professionals.

Developers and builders are encouraged to partner together.
  - b. Units (25%): The number of units the developer is able to construct during the allotted timeline. Preference will be giving to developers/builders that can commit to at least 5 or more units.
4. The City Clerk is authorized and directed to secure immediate publication of the text of this Resolution in the NonPareil, a newspaper having general circulation in the community.
5. Proposals for the purchase of the Development Property must be received by the City's electronic submission system at <https://cbiabids.ionwave.net/> on or before 4:00 P.M. on June 25, 2025. Said proposals must be electronically submitted in accordance with the instructions set forth in the Request for Proposals. The Community Development Director,

or his designee, is hereby authorized and directed to make a preliminary analysis of each such proposal for compliance with the minimum requirements established by this Resolution and by the Request for Proposals, and to advise the Council with respect thereto.

6. Proposals meeting the minimum requirements will then be presented to the City Council at 7:00 P.M. on July 14, 2025, at its meeting to be held in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth above and shall make the final evaluation and selection of a proposal.
7. The minimum development requirements, competitive criteria, and procedures set forth in this Resolution and in the Request for Proposals are hereby determined to be “reasonable competitive bidding procedures” in substantial conformance with the provisions of Iowa Code Section 403.8. If there is any discrepancy between this Resolution and the Request for Proposal, the more detailed Request for Proposal shall control.
8. In the event qualified proposals are timely submitted and the City Council accepts a proposal, the City will file or publish notice of the intent of the City of Council Bluffs, Iowa to accept a proposal, to the extent required by law.

PASSED AND APPROVED this 19<sup>th</sup> of May 2025.

---

Matthew J. Walsh, Mayor

ATTEST:

---

Jodi Quakenbush, City Clerk

## Council Communication

Department: Finance

Case/Project No.:

Submitted by: Finance Department /  
Danielle Bemis

Resolution 25-132  
ITEM 3.E.

Council Action: 5/19/2025

### Description

Resolution setting a public hearing for June 9, 2025 at 7:00 p.m. for the proposed amendment to the City's budget for the fiscal year ending June 30, 2025.

### Background/Discussion

It is requested the Council set a public hearing for persons to comment and discuss the proposed amended budget for the City of Council Bluffs for the fiscal year ending June 30, 2025.

Staff will be requesting approval of the amended budget at the June 9, 2025 meeting.

### Recommendation

At your regular meeting on May 19, 2025, please establish Monday, June 9, 2025 at 7:00pm as the date, time and place for public input in the Council Chambers at City Hall.

### ATTACHMENTS:

Description

Resolution 25-132

Type

Resolution

Upload Date

5/15/2025

Resolution 25-132

A RESOLUTION TO SET A PUBLIC HEARING TO RECEIVE COMMENT REGARDING A PROPOSED AMENDMENT TO THE CURRENT CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2025. SAID HEARING TO TAKE PLACE ON MONDAY JUNE 9, 2025 AT 7:00 P.M. IN COUNCIL CHAMBERS OF CITY HALL, 209 PEARL STREET IN COUNCIL BLUFFS.

WHEREAS, the city of Council Bluffs is proposing an amendment to the City of Council Bluffs budget for the year ending June 30, 2025, and

WHEREAS, the city wishes to obtain public comment on the proposed amendment, and

WHEREAS, notice of the proposed budget amendment must be published with sufficient notice in advance of the public hearing,

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

That the City of Council Bluffs set a public hearing regarding the proposed amendment to the current city budget for Monday June 9, 2025 at 7:00 p.m. in Council Chambers.

ADOPTED  
AND  
APPROVED:

May 19, 2025

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

\_\_\_\_\_  
Mayor

ATTEST; \_\_\_\_\_

Jodi Quakenbush,

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

STATE OF IOWA )  
COUNTY OF \_\_\_\_\_)ss  
POTTAWATTAMIE)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025 before me the undersigned, a Notary Public in and for said County and said State, personally appeared Matthew J. Walsh and Jodi Quakenbush, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the said City of Council Bluffs, Iowa, a Municipal Corporation, that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Matthew J. Walsh and said Jodi Quakenbush, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

## Council Communication

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

March 2025 Financial Reports  
ITEM 3.F.

Council Action: 5/19/2025

### Description

### Background/Discussion

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
March 2025 Expenditures	Other	5/9/2025
March 2025 Receipts & Expenditures by Fund	Other	5/9/2025

**CITY OF COUNCIL BLUFFS**  
**AP EXENDITURES**  
**MARCH 2025**  
**(\$'S)**

VENDOR	AMOUNT	DESCRIPTION
ABBEY EDWARDS	\$50.00	PROFESSIONAL SVCS
ABC ELECTRIC INC.	\$7,219.87	REPAIRS & MAINTENANCE
AETNA U S HEALTHCARE	\$853.94	REFUND
AGRIVISION EQUIPMENT GROUP	\$1,472.85	EQUIPMENT/PARTS
AHLERS & COONEY P.C	\$5,176.00	LEGAL SERVICES
AK BROWN ENTERPRISES LLC	\$1,800.00	EQUIPMENT/PARTS
ALEX AIR APPARATUS 2 LLC	\$2,723.63	EQUIPMENT/PARTS
ALFRED BENESCH & COMPANY	\$1,553.25	CONTRACT AGREEMENT
ALLIED OIL & TIRE COMPANY	\$6,646.85	SUPPLIES
ALLISON STOREY	\$7.56	REIMB EMPLOYEE EXPENSE
AMBULANCE REFUNDS	\$1,806.60	REFUND
AMERICAN EQUIPMENT HOLDINGS LLC	\$1,189.60	PROFESSIONAL SVCS
AMERICAN MESSAGING SERVICES LLC	\$16.26	PHONE/INTERNET SVC
AMERICAN NATIONAL BANK	\$65.00	BANK SERVICES
AMERICAN REPUBLIC INSURANCE	\$85.30	REFUND
AMERICAN RESPONSE VEHICLES INC	\$21.80	EQUIPMENT/PARTS
AMERICAN TRAFFIC SOLUTIONS, INC.	\$31,576.00	PROFESSIONAL SVCS
AMERITAS LIFE INS CORP	\$39.48	DODGE OPERATING EXPENSE
AMEX	\$104.81	MAC OPERATING EXPENSE
ANGELA GRINER	\$850.00	PARKING FEES
AQUA-CHEM INCORPORATED	\$477.60	SUPPLIES
ARCHIVESOCIAL INC	\$5,278.77	SUBSCRIPTION
ARNOLD MOTOR SUPPLY, LLP	\$2,597.19	EQUIPMENT/PARTS
ARROW TOWING	\$7,427.50	TOWING/STORAGE/AUCTION
ASI SYSTEMS INC	\$80.25	RIVERS EDGE GARAGE EXPENSE
ATCO MANUFACTURING COMPANY	\$1,060.40	SUPPLIES
ATHLETICO EXCEL NEBRASKA LLC	\$60.00	PROFESSIONAL SVCS
AVA LISOWITT BARGMANN	\$90.00	UMPIRE/PARKS
BAIRD HOLM LLP	\$3,036.50	ATTORNEY FEES
BAKER & TAYLOR INC	\$6,525.61	BOOKS/PERIODICALS/SUB
BATES ROOFING LLC	\$1,499.23	REPAIRS & MAINTENANCE
BERTELSMANN PUBLISHING GROUP, INC.	\$872.89	DVD/AUDIO/CD
BGNE INC.	\$505.94	SUPPLIES
BH MEDIA GROUP INC.	\$841.60	ADVERTISEMENT
BLACK HILLS UTILITY HOLDINGS, INC.	\$101,855.40	NATURAL GAS
BLUE TEES ENTERPRISES LLC	\$990.32	DODGE OPERATING EXPENSE
BLUFFS ELECTRIC INC	\$30,957.70	ELECTRICAL REPAIR
BLUFFS PAVING & UTILITY INC	\$13,364.30	CONSTRUCTION
BLUFFS TAXI & COURIER	\$561.00	TRANSIT SERVICES
BOA	\$79.16	MAC OPERATING EXPENSE
BOO, INC.	\$9,044.38	EQUIPMENT/PARTS
BOUND TO STAY BOUND BOOKS INC	\$675.86	BOOKS/PERIODICALS/SUB
C & E WELDING AND FAB INC	\$351.00	REPAIRS & MAINTENANCE
C & J INDUSTRIAL SUPPLY	\$489.25	JANITORIAL SERVICE
CAESARS ENTERTAINMENT	\$348,036.51	MAC OPERATING EXPENSE
CAMERON VIKILI	\$400.00	PUBLIC EVENTS
CANON SOLUTIONS AMERICA INC	\$490.46	COPY/PRINTER MAINTANCE
CARLEY CONSTRUCTION LLC	\$16,718.49	CONSTRUCTION
CENGAGE LEARNING INC	\$667.72	BOOKS/PERIODICALS/SUB
CENTER POINT LARGE PRINT	\$292.44	BOOKS/PERIODICALS/SUB
CENTURYLINK	\$2,190.81	PHONE/INTERNET SVC
CERRIS SYSTEMS NORTH CENTRAL INC	\$630.00	SERVICE LABOR

CHAMPLIN TIRE RECYCLING INC	\$5,292.00	TIRE DISPOSAL
CITY EMPLOYEE PAYROLL	\$2,312,207.16	EMPLOYEE PAYROLL
CITY OF COUNCIL BLUFFS-DEPENDENT	\$3,723.66	PAYROLL RELATED
CITY OF COUNCIL BLUFFS-FLEX	\$10,792.48	PAYROLL RELATED
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	\$20,353.66	SERVICE LABOR
CLEAR TITLE & ABSTRACT LLC	\$80.00	REFUND
CLERK OF THE DISTRICT COURT	\$839.06	PAYROLL RELATED
COLLECTION SERVICES CENTER	\$6,831.02	PAYROLL RELATED
COLUMN SOFTWARE PBC	\$100.43	LEGAL SERVICES
COMPASSCOM SOFTWARE CORPORATION	\$2,603.85	HARDWARE/SOFTWARE
CONFLUENCE INC	\$1,050.00	CONSULTANT
CONTINENTAL WESTERN GROUP	\$4,343.99	DODGE OPERATING EXPENSE
CONVERGEONE INC	\$2,020.32	HARDWARE/SOFTWARE
CORNHUSKER INTERNATIONAL TRUCKS	\$5,445.06	EQUIPMENT/PARTS
COUNCIL BLUFFS AIRPORT AUTHORITY	\$12,438.06	AIRPORT AUTH TAX
COUNCIL BLUFFS WATER WORKS	\$9,154.05	WATER
COUNCIL BLUFFS WINSUPPLY	\$2,347.30	SUPPLIES
COX BUSINESS	\$724.72	DODGE OPERATING EXPENSE
COX BUSINESS SERVICES	\$332.71	RIVERS EDGE GARAGE EXPENSE
COX COMMUNICATION INC	\$18,844.71	PHONE/INTERNET SVC
CRITEX LLC	\$280.38	EQUIPMENT/PARTS
CUBIC CORPORATION AND SUBSIDIARIES	\$1,650.00	HARDWARE/SOFTWARE
DAKOTA FLUID POWER INC	\$134.71	EQUIPMENT/PARTS
DALES TRASH SERVICE INC	\$153.00	RENTAL EXPS
DALEY CONSTRUCTION LLC	\$120.00	
DAN BECKMANN	\$1,828.65	JANITORIAL SERVICE
DANIEL BETTMANN	\$86.24	REIMB EMPLOYEE EXPENSE
DATA POWER TECHNOLOGY LLC	\$2,400.00	REPAIRS & MAINTENANCE
DATASHIELD CORPORATION	\$123.00	SERVICE LABOR
DAVID C ANDERSEN	\$39.00	CONSTRUCTION
DAVID MAHLBERG	\$60.00	REFUND
DAVID W WOODY	\$1,970.79	SUPPLIES
DIGITECH COMPUTER LLC	\$27,057.57	AMBULANCE BILLING FEE
DIXON CONSTRUCTION CO.	\$130,728.91	CONSTRUCTION
DMG INC	\$850.10	ELECTRICAL REPAIR
DODGE BANK & CR CARD FEES	\$1,580.65	DODGE OPERATING EXPENSE
DODGE RIVERSIDE PAYROLL	\$57,266.21	DODGE OPERATING EXPENSE
DODGE RIVERSIDE SALES TAX	\$977.48	DODGE OPERATING EXPENSE
DOLL DISTRIBUTING LLC	\$1,111.78	DODGE OPERATING EXPENSE
DOLL DISTRIBUTION	\$3,773.40	MAC OPERATING EXPENSE
DRAKE UNIVERSITY	\$25.00	REIMBURSEMENT
DUKE RENTALS	\$348.00	RENTAL EXPS
DULTMEIER SALES LLC	\$2,355.48	SUPPLIES
EAGLE TIRE DISTRIBUTORS	\$1,488.00	TIRE REPLACEMENT/REPAIR
ECHO GROUP	\$3,300.19	SUPPLIES
ECOSOLUTIONS INC	\$506.00	SUPPLIES
ED LEACH	\$20.00	REFUND
EDUCATIONAL SERVICE UNIT #3	\$200.00	PUBLIC EVENTS
EDWARDS CDJRF CB	\$372.00	EQUIPMENT/PARTS
EDWARDS CHEVROLET-CADILLAC INC	\$2,880.67	EQUIPMENT/PARTS
EFTPS	\$610,827.41	PAYROLL RELATED
EHRHART GRIFFIN & ASSOCIATES INC	\$3,037.49	CONSULTANT
ELAVON INC	\$2,070.99	FEES
ELECTRONIC TECHNOLOGY INC	\$1,529.15	EQUIPMENT/PARTS
ELEDGE PLUMBING INC	\$1,665.00	REPAIRS & MAINTENANCE
EMBASSY SUTIES - LINCOLN	\$903.54	DODGE OPERATING EXPENSE
EMPLOYERS MUTUAL CASUALTY COMPANY	\$166,399.71	INSURANCE
ENGINEERING TECHNOLOGIES INC	\$1,500.00	CONSULTANT

ENVISIONWARE INC	\$603.75	HARDWARE/SOFTWARE
EOCENE ENVIRONMENTAL GROUP INC	\$11,595.00	PROFESSIONAL SVCS
EPSI BEVERAGES CO	\$963.18	DODGE OPERATING EXPENSE
EQUIPMENT UNLIMITED INC	\$190.00	EQUIPMENT/PARTS
EQUIPMENTSHARE.COM INC.	\$829.99	RENTAL EXPS
ERIN M MCCARTNEY	\$394.00	PAYROLL RELATED
ETHOSOFT INC	\$6,077.56	HARDWARE/SOFTWARE
EXCHANGE BANK LEASING DIV	\$13,245.14	DODGE OPERATING EXPENSE
EXTERIORS PLUS, INC.	\$14,725.00	SERVICE LABOR
FACTORY MOTOR PARTS	\$599.77	EQUIPMENT/PARTS
FASTENAL COMPANY	\$1,439.83	SUPPLIES
FED EX	\$21.42	DODGE OPERATING EXPENSE
FELD FIRE	\$5,987.24	EQUIPMENT/PARTS
FELSBURG HOLT & ULLEVIG INC	\$7,394.00	PROFESSIONAL SVCS
FINTECH - ACH	\$20.00	DODGE OPERATING EXPENSE
FIRESRING PRINT INC	\$226.77	PRINTING/BINDING
FIRST NATIONAL BANK P CARDS	\$866.08	DODGE OPERATING EXPENSE
FIRST WIRELESS INC	\$276.04	EQUIPMENT/PARTS
FLEET US LLC	\$3,402.00	SUPPLIES
FLUENT CONVEYORS LLC	\$3,533.10	EQUIPMENT/PARTS
FORCE EQUIPMENT	\$435.00	EQUIPMENT/PARTS
FORTE PAYMENT SYSTEMS INC	\$996.80	EQUIPMENT/PARTS
GALLS PARENT HOLDING, LLC	\$3,048.83	EQUIPMENT/PARTS
GARY GRIFFIS	\$730.00	REFUND
GEICO SECURE INSURANCE COMPANY	\$12,322.53	LEGAL CLAIM
GENIE SERVICES LLC	\$1,125.00	PEST CONTROL
GERMANIA SEED COMPANY	\$4,171.15	SUPPLIES
GLOBAL PAYMENTS DIRECT, INC	\$21,419.26	CREDIT CARD CHGS
GREAT AMERICAN FINANCIAL SERV	\$227.57	DODGE OPERATING EXPENSE
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	\$6,407.20	PHONE/INTERNET SVC
GRP & ASSOCIATES	\$50.00	SUPPLIES
HACH COMPANY	\$1,086.00	EQUIPMENT/PARTS
HARCROS CHEMICALS INC	\$3,355.00	SUPPLIES
HARMS OIL COMPANY	\$18,688.80	FUEL
HDR ENGINEERING INC	\$20,413.64	PROFESSIONAL SVCS
HEARTLAND BUSINESS SYSTEMS LLC	\$9,852.99	HARDWARE/SOFTWARE
HEARTLAND CO-OP	\$653.03	FUEL
HEARTLAND TIRES & TREADS INC	\$4,457.97	TIRE REPLACEMENT/REPAIR
HEARTLAND TOXICOLOGY	\$166.00	PROFESSIONAL SVCS
HERITAGE LANDSCAPE SUPPLY GROUP INC	\$13,836.29	SUPPLIES
HGM ASSOCIATES INC	\$46,412.35	CONSULTANT
HUBWISE TECHNOLOGY INC	\$318.86	RIVERS EDGE GARAGE EXPENSE
HUMAN SERVICES ADVISORY COUNCIL INC	\$50.00	DUES/MEMBERSHIP
HY VEE, INC.	\$5,569.28	PROPERTY ACQUISITION
I-80 LIQUOR	\$921.15	DODGE OPERATING EXPENSE
IA INSPECTIONS & APPEALS	\$400.00	DODGE OPERATING EXPENSE
ICMA RETIREMENT TRUST - 457	\$11,828.00	PAYROLL RELATED
INFO USA MARKETING INC	\$786.00	FEES
INTERVIEW NOW INC	\$13,250.00	HARDWARE/SOFTWARE
IOWA COMMUNICATIONS NETWORK	\$300.00	PHONE/INTERNET SVC
IOWA DEPARTMENT OF HUMAN SERVICES	\$53,959.04	AMBULANCE BILLING FEE
IOWA DEPARTMENT OF REVENUE	\$39,367.65	MAC OPERATING EXPENSE
IOWA DEPT OF INSPECTIONS & APPEALS	\$350.00	TRAINING
IOWA DEPT OF REVENUE	\$99,054.00	PAYROLL RELATED
IOWA PRISON INDUSTRIES	\$53,332.17	SUPPLIES
IOWA WASTE SERVICES HOLDINGS INC	\$67,352.20	SOLID WASTE DISPOSAL
IOWA WATER ENVIRONMENT ASSOCIATION	\$175.00	TRAINING
IOWA WEST FOUNDATION	\$58,658.46	DEVLPMNT CONTRACT

IPERS	\$250,696.66	PAYROLL RELATED
IPFS CORP	\$567.86	DODGE OPERATING EXPENSE
J & R LIQUOR	\$1,701.55	MAC OPERATING EXPENSE
J&M GOLF	\$1,075.49	DODGE OPERATING EXPENSE
JEANIE MAGES	\$80.00	REFUND
JEFFREY T KOUBA	\$226.40	PROFESSIONAL SVCS
JEFF'S WASH & GLO LTD	\$870.40	REPAIRS & MAINTENANCE
JENNIE EDMUNDSON MEMORIAL HOSPITAL	\$54.00	MEDICAL SERVICES
JEO CONSULTING GROUP INC	\$124,686.45	CONSULTANT
JESUS JULIAN VARGAS	\$200.24	LEGAL CLAIM
JIM HAWK TRUCK TRAILERS INC.	\$685.50	EQUIPMENT/PARTS
JOHNSON CONTROLS INC.	\$3,187.30	EQUIPMENT/PARTS
JONES AUTOMOTIVE	\$36,748.57	EQUIPMENT/PARTS
JOSIE QUEZADA	\$312.50	REFUND
JULIANNE M JOHNSON	\$36.40	REIMB EMPLOYEE EXPENSE
K9 BED BUG DETECTION OF NEBRASKA LLC	\$500.00	PROFESSIONAL SVCS
KAREN SUE POTTER-MAXWELL	\$150.00	CONSULTANT
KELLY SUPPLY COMPANY	\$634.56	EQUIPMENT/PARTS
KLASS LAW FIRM LLP	\$503.80	CONTRACT AGREEMENT
KRIHA FLUID POWER	\$194.89	DODGE OPERATING EXPENSE
KRISTINE L SINCLAIR	\$75.00	LIBRARY PERFORMANCES
L MARK STONE	\$995.00	HARDWARE/SOFTWARE
LANDSCAPES GOLF MANAGEMENT	\$10,752.87	DODGE OPERATING EXPENSE
LAWSON PRODUCTS INC	\$2,005.54	SUPPLIES
LIBRARY REFUNDS	\$59.00	REFUND
LIGHTSPEED	\$212.93	DODGE OPERATING EXPENSE
LINDSAY MCGINNIS-HURT	\$30.80	REIMB EMPLOYEE EXPENSE
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$5,300.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$340.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$4,600.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$1,400.00	PAYROLL RELATED
LYMAN RICHEY SAND & GRAVEL COMPANY	\$2,176.44	STREET MAINTENANCE SUPPLS
LYNCH DALLAS, P.C.	\$6,579.78	ATTORNEY FEES
M & R WELDING	\$115.00	WELDING SUPPLIES/SERVICE
MARCO HOLDINGS, LLC	\$32,627.45	COPY/PRINTER MAINTANCE
MARSHALL MILLER	\$275.00	REPAIRS & MAINTENANCE
MATERIAL MATTERS INC	\$710.00	HARDWARE/SOFTWARE
MATHESON TRI GAS INC.	\$113.40	SUPPLIES
MAX I WALKER UNIFORM & APPAREL	\$1,923.88	UNIFORMS
MCCLURE ENGINEERING CO	\$43,649.15	ENGINEERING
MCINTOSH PLUMBING INC	\$1,300.00	PLUMBING NEW OR REPAIR
MCMULLEN FORD INC	\$56.62	EQUIPMENT/PARTS
MECHANICAL SALES INC.	\$121.00	SUPPLIES
MEGHANN CASSIDY	\$180.00	PUBLIC EVENTS
MELLEN & ASSOCIATES INC	\$9,650.00	EQUIPMENT/PARTS
MENARD INC.	\$74.25	SUPPLIES
METOLIUS LLC	\$919.00	DODGE OPERATING EXPENSE
METRO WASTE AUTHORITY	\$2,427.60	SERVICE LABOR
MFPRSI	\$527,510.82	PAYROLL RELATED
MICHAEL O'BRADOVICH	\$1,800.00	LEGAL SERVICES
MICHAEL TODD AND COMPANY INC	\$5,006.46	EQUIPMENT/PARTS
MICKY CAMPBELL	\$75.00	RELOCATION EXP
MID AMERICAN ENERGY CO	\$946.36	RIVERS EDGE GARAGE EXPENSE
MID-AMERICA CLEANING SYSTEMS INC	\$10,301.00	EQUIPMENT/PARTS
MIDAMERICAN ENERGY COMPANY	\$213,194.73	ELECTRICITY
MIDLANDS HUMANE SOCIETY	\$10,328.17	CONTRACT AGREEMENT
MIDWEST TURF & IRRIGATION	\$856.95	DODGE OPERATING EXPENSE
MIDWEST DCM INC	\$995.00	RIVERS EDGE GARAGE EXPENSE

MIDWEST MEDICAL & SAFETY INC	\$135.70	MEDICAL SERVICES
MIDWEST RESEARCH & SETTLEMENT SERVICES, INC.	\$400.00	PROFESSIONAL SVCS
MIDWEST SAFETY COUNSELORS INC	\$1,044.70	EQUIPMENT/PARTS
MIDWEST STORAGE SOLUTIONS INC	\$13,014.00	EQUIPMENT/PARTS
MIDWEST TAPE, LLC	\$6,786.88	DVD/AUDIO/CD
MIDWEST TITLE INC	\$62.23	REFUND
MIDWEST TURF & IRRIGATION	\$1,718.67	EQUIPMENT/PARTS
MIDWEST WHEEL COMPANIES	\$1,450.13	EQUIPMENT/PARTS
MITCHELL AND ASSOCIATES INC	\$2,600.00	CONSULTANT
MOBOTREX INC	\$3,158.00	STREET MAINTENANCE SUPLS
MOLINA HEALTHCARE OF IOWA	\$5,827.99	REFUND
MONROE TRUCK EQUIPMENT, INC.	\$2,822.63	EQUIPMENT/PARTS
MONZU, MICHELLE	\$34.00	REFUND
MUNICIPAL EMERGENCY SERVICES INC	\$167.97	EQUIPMENT/PARTS
MUNICIPAL PIPE TOOL CO LLC	\$24,329.98	EQUIPMENT/PARTS
MURPHY TRACTOR & EQUIPMENT CO CORP	\$24,437.12	EQUIPMENT/PARTS
NAK LLC	\$4,800.00	SAFETY EQUIP & MAINTENANCE
NAPA AUTO PARTS	\$5,632.71	EQUIPMENT/PARTS
NATIONWIDE RETIREMENT SOLUTIONS INC	\$79,444.32	PAYROLL RELATED
NEBRAKSA GOLF AND TURF	\$2,487.17	DODGE OPERATING EXPENSE
NEBRAKSA TEXTILE AND SUPPLY	\$176.50	DODGE OPERATING EXPENSE
NEBRASKA AIR FILTER INC	\$2,385.84	SUPPLIES
NEBRASKA CHILD SUPPORT PAYMENT CTR	\$1,325.56	PAYROLL RELATED
NEBRASKA IOWA SUPPLY CO INC	\$8,862.36	FUEL
NEBRASKA TOTAL CARE	\$208.98	REFUND
NICOLE T BENEGAS	\$1,100.00	REFUND
NMC INC.	\$594.39	EQUIPMENT/PARTS
NODDLE DEVELOPMENT CO	\$2,875.00	RIVERS EDGE GARAGE EXPENSE
NODDLE DEVELOPMENT CO	\$1,000.00	RIVERS EDGE GARAGE EXPENSE
NODDLE DEVELOPMENT COMPANY	\$28,346.26	CONSULTANT
NODDLE SERVICES LLC	\$1,656.09	RIVERS EDGE GARAGE EXPENSE
NODDLE SERVICES LLC	\$739.64	RIVERS EDGE GARAGE EXPENSE
NUCO PUMP SALES AND SERIVCE	\$80.25	DODGE OPERATING EXPENSE
ODEYS INC	\$6,756.03	EQUIPMENT/PARTS
OMAHA DOOR & WINDOW CO INC	\$24,486.00	REPAIRS & MAINTENANCE
OMAHA TRUCK CENTER COMPANY INC.	\$2,208.59	EQUIPMENT/PARTS
OMNI ENGINEERING	\$2,398.28	STREET MAINTENANCE SUPLS
ONE SOURCE THE BACKGROUND CHECK COMPANY	\$29.00	CONSULTANT
OVERDRIVE INC	\$1,134.07	BOOKS/PERIODICALS/SUB
PARAMOUNT GAS PRODUCTS LLC	\$4,307.99	SAFETY EQUIP & MAINTENANCE
PASSPORT LABS INC	\$589.00	PARKING FEES
PAYROLL	\$135,380.08	MAC OPERATING EXPENSE
PER MAR SECURITY & RESEARCH CORP	\$2,654.72	ALARM SECURITY
PETROLEUM MARKETERS MANAGEMENT INSURANCE CO	\$2,087.00	INSURANCE
PHYSICIANS CLINIC INC	\$12,729.00	CONSULTANT
PITNEY BOWES GLOBAL FINANCIAL LLC	\$975.18	POSTAGE & PRINTING
PJ MORGAN REAL ESTATE	\$10.00	REFUND
PREMIER GLAZERS	\$2,647.78	MAC OPERATING EXPENSE
PREMIER GLAZER'S BEVS	\$473.30	DODGE OPERATING EXPENSE
PRESTO X	\$76.13	RIVERS EDGE GARAGE EXPENSE
PRESTO X	\$76.13	RIVERS EDGE GARAGE EXPENSE
PRIME COMMUNICAITONS	\$180.00	RIVERS EDGE GARAGE EXPENSE
PRINCIPAL	\$524.57	DODGE OPERATING EXPENSE
PROTECH COMMERCIAL VEHICLE OUTFITTERS INC	\$1,210.20	EQUIPMENT/PARTS
RAPIDSCALE INC	\$5,504.95	SUBSCRIPTION
RASMUSSEN MECHANICAL SERVICES INC	\$4,461.97	EQUIPMENT/PARTS
RDG PLANNING & DESIGN	\$1,410.00	REFUND
RDO TRUCK CENTER CO	\$52.75	EQUIPMENT/PARTS

RE MASTER PROPERTY OWNERS	\$808.67	RIVERS EDGE GARAGE EXPENSE
RELIANCE STANDARD LIFE INSURANCE CO	\$24,149.35	PAYROLL RELATED
RELIANT FIRE APPARATUS INC	\$710.78	EQUIPMENT/PARTS
RESOURCE RENTAL CENTER INC	\$185.00	RENTAL EXPS
RICHARD OR STEPHANIE BLACK	\$20.00	REFUND
RIVER'S EDGE BANK FEES	\$45.40	RIVERS EDGE GARAGE EXPENSE
R-J CAPITAL LLC	\$63.00	REFUND
RLKM INC	\$305.92	REPAIRS & MAINTENANCE
ROAD BUILDERS MACHINE & SUPPLY CO INC	\$2,424.22	EQUIPMENT/PARTS
ROBERT PRACHT	\$1,425.00	PROFESSIONAL SVCS
ROBERTA H MAURICE	\$160.00	LEGAL CLAIM
RODNEY JOHNSON	\$9,166.66	SERVICE LABOR
ROSE PETERS	\$35.00	REFUND
ROTELLAS ITALIAN BAKERY	\$87.99	DODGE OPERATING EXPENSE
RTG BUILDING SERVICES INC	\$9,411.60	JANITORIAL SERVICE
SAFETY KLEEN SYSTEMS, INC	\$203.09	SERVICE LABOR
SAPP BROTHERS INC	\$393.93	FUEL
SCHINDLER ELEVATOR CORPORATION	\$415.88	REPAIRS & MAINTENANCE
SECURITY EQUIPMENT INCORPORATED	\$6,234.10	ALARM SECURITY
SEILER INSTRUMENT AND MANUFACTURING CO INC	\$700.00	SUBSCRIPTION
SHERWIN WILLIAMS	\$2,120.00	SUPPLIES
SIEMENS INDUSTRY INC	\$5,286.14	EQUIPMENT/PARTS
SIEZED ASSET REFUNDS	\$120.00	REIMBURSEMENT
SJ ELECTRO SYSTEMS INC	\$4,753.00	EQUIPMENT/PARTS
SMA ENTERPRISES INC.	\$2,163.60	EQUIPMENT/PARTS
SMARTWAVE TECHNOLOGIES LLC	\$5,230.95	HARDWARE/SOFTWARE
SNYDER & ASSOCIATES INC	\$7,700.00	CONSULTANT
SOLARWINDS INC	\$1,556.00	HARDWARE/SOFTWARE
SOUTHWEST IOWA NARCOTICS	\$20,200.00	FEES
SOUTHWEST IOWA PLANNING COUNCIL	\$64,509.16	TRANSIT SERVICES
ST LUKE'S HEALTH RESOURCES	\$462.00	CONSULTANT
STATE FARM	\$5,564.30	REFUND
STATE OF IOWA	\$350.00	TRAINING
STEFFEN, BRYAN-PATRICIA	\$60.00	REFUND
STEPP MANUFACTURING CO INC	\$36.45	EQUIPMENT/PARTS
STUDIO 15 COMMERCIAL INTERIORS INC	\$78,382.08	PROFESSIONAL SVCS
SUNOCO LP	\$55,144.77	FUEL
SUSPENSION SHOP INC	\$1,618.44	EQUIPMENT/PARTS
SYSCO LINCOLN	\$1,309.80	DODGE OPERATING EXPENSE
TECH INC	\$107.97	SUPPLIES
TED'S MOWER SALES & SERVICE INC	\$916.88	EQUIPMENT/PARTS
THE DAVEY TREE EXPERT COMPANY	\$8,600.00	TREE WORK
THE DOLLYWOOD FOUNDATION	\$4,407.42	BOOKS/PERIODICALS/SUB
THE DURHAM MUSEUM	\$1,000.00	FEES
THE WALMAN OPTICAL COMPANY	\$85.00	SAFETY EQUIP & MAINTENANCE
THEODORE L WHEELER	\$100.00	PUBLIC EVENTS
THERESA DEWITT	\$25.90	REIMB EMPLOYEE EXPENSE
THERMAL SERVICES	\$493.00	REPAIRS & MAINTENANCE
THRYV, INC.	\$1,090.65	ADVERTISEMENT
TIMOTHY G GROVER	\$200.00	PUBLIC EVENTS
TIREHUB, LLC	\$1,015.96	EQUIPMENT/PARTS
TITAN MACHINERY INC	\$11,752.80	EQUIPMENT/PARTS
TITLECORE NATIONAL LLC	\$42,000.00	CONTRACT AGREEMENT
TK ELEVATOR CORPORATION	\$199.30	PROFESSIONAL SVCS
TK LLC	\$37,470.00	PROFESSIONAL SVCS
TORO	\$175.96	DODGE OPERATING EXPENSE
TOYNE INC	\$154.28	EQUIPMENT/PARTS
TRAFFIC & PARKING CONTROL CO	\$1,399.52	HARDWARE/SOFTWARE

TRANSIT AUTHORITY OF THE CITY OF OMAHA	\$2,700.00	BUS SERVICE
TREEHOUSE PHASE I LLC	\$90,651.93	GRANT REIMBURSEMENT
TREVOR D BENSON	\$475.42	REIMB EMPLOYEE EXPENSE
TRU PRO CONSTRUCTION INC	\$39,105.00	CONSTRUCTION
TRUCK EQUIPMENT INC	\$5,135.00	EQUIPMENT/PARTS
TRUDI ROBINSON	\$50.00	REFUND
TURNER MORGAN	\$5,700.00	PROFESSIONAL SVCS
TWO RIVERS INSURANCE COMPANY, INC.	\$1,172,667.28	EMPLOYEE INSURANCE
TYLER TECHNOLOGIES INC	\$1,600.00	HARDWARE/SOFTWARE
U.S. VENTURE, INC.	\$1,243.08	EQUIPMENT/PARTS
UKG KRONOS SYSTEMS	\$5,938.75	HARDWARE/SOFTWARE
UMR	\$1,192.02	DODGE OPERATING EXPENSE
UNBOUND EVENTS INC.	\$6,350.00	PUBLIC EVENTS
UNDERGROUND LOCATION COMPANY	\$856.60	PROFESSIONAL SVCS
UNITED PARCEL SERVICE	\$35.16	FREIGHT/POSTAGE
US BANK	\$123,823.78	CREDIT CARD PURCHASES
UTILITY EQUIPMENT COMPANY	\$4,229.64	EQUIPMENT/PARTS
VALLEY CORPORATION	\$618,172.21	CONSTRUCTION
VEENSTRA & KIMM INC	\$4,584.00	PROFESSIONAL SVCS
VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS	\$18,201.05	EQUIPMENT/PARTS
VERIZON WIRELESS SERVICES LLC	\$8,310.28	CELL PHONE
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	\$12,224.00	PAYROLL RELATED
W.W. GRAINGER, INC.	\$2,565.56	EQUIPMENT/PARTS
WASTE CONNECTIONS OF IOWA	\$275,405.22	HOUSEHOLD TRASH
WASTE CONNECTIONS OF NEBRASKA INC	\$2,138.81	SOLID WASTE DISPOSAL
WATE CONNECTIONS OF IOWA	\$241.28	DODGE OPERATING EXPENSE
WATER ENGINEERING INC	\$300.03	MOWING/GROUNDS MAINT
WELLPOINT	\$341.36	REFUND
WELLS FARGO FINANCIAL LEASING INC	\$364.00	LEASE
WEST BROADWAY CLINIC P C	\$290.00	MEDICAL SERVICES
WEST PUBLISHING CORPORATION	\$1,275.00	SUBSCRIPTION
WILLIAM E CARPENTER JR	\$6.30	REIMB EMPLOYEE EXPENSE
YMCA OF GREATER OMAHA	\$480.00	DUES/MEMBERSHIP
ZIMCO SUPPLY COMPANY	\$140.00	SUPPLIES
ZOLL MEDICAL CORP	\$7,167.93	MEDICAL SERVICES
<b>TOTAL</b>	<b>\$9,324,001.08</b>	

## City of Council Bluffs

### Receipts by Fund For the Month of March FY25

General Fund	3,989,663.10
Special Revenue	1,670,096.70
Debt Service	149,285.66
Capital Project	2,274.14
Enterprise	2,197,847.20
<b>Total Receipts</b>	<b>8,009,166.80</b>

### Expenditures by Fund For the Month of March FY25

General Fund	6,771,591.29
Special Revenue	612,991.89
Debt Service	0.00
Capital Project	1,079,229.92
Enterprise	860,187.98
<b>Total Expenditures</b>	<b>9,324,001.08</b>

### Transfer from City Operating Accounts For the Month of March FY25

to Mid America Center	0.00
to Dodge Riverside	0.00
to RE Parking Garage	0.00
<b>Total Transfers</b>	<b>0.00</b>

CITY CLAIM NO. 25-PW-2294

90

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

CITY CLAIM NO. 25-PD-2295

### NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Erick Guillermo Figueroa

DAY PHONE [REDACTED]

ADDRESS: [REDACTED]

DOB: [REDACTED]

DATE & TIME OF LOSS/ACCIDENT: 04-30-2025 @ 1430

LOCATION OF LOSS/ACCIDENT: Sapp Bros. & S. 24th Street

DESCRIPTION OF LOSS/ACCIDENT: \$300 for bail and \$178.24 for impounding the car.

Someone else switched plates & put stolen plates on my car. They stole my plates as well. The arresting officer didn't care to check my registration, insurance, and driver's licences to see that this was my car and I was arrested.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 478.24

WITNESS(ES) (Name(s), Address(es), Phone No(s)) [REDACTED]

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

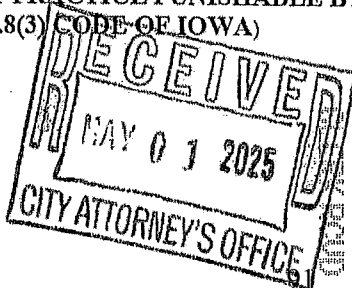
OTHER RELEVANT INFORMATION: Sergeant Matt Dyer stated he would assist in getting my arrest charges dropped/dismissed and getting refunded for bail and my car impounded.

LIST INSURANCE PROVIDER AND COVERAGE [REDACTED]

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)

05/01/2025  
DATE



Erick F. Figueroa  
CLAIMANT'S SIGNATURE

Council Bluffs City Clerk  
c/o City Hall  
209 Pearl St, Suite 102  
Council Bluffs, IA 51503

06/23/23  
12:44:25  
06/23/23

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

In accordance with Iowa Code Section 447.9 you are hereby notified that on the 19th Day of June, 2023, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

The West 55.12 feet of Lots 1, 2, 3 and 4 in Block 26 in Bayliss Third Addition to Council Bluffs,  
Pottawattamie County, Iowa.

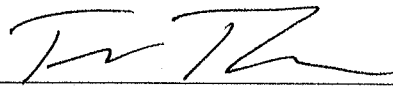
PARCEL 744401359001

Certificate No. 23-0172

LOCALLY KNOWN AS: 2801 S 9th Street, Council Bluffs, IA 51501

Was sold at tax sale by the treasurer of Pottawattamie County for the then delinquent and unpaid taxes against the parcel, which a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, to ACC 1046 LLC pursuant to said tax sale, which Certificate is now lawfully held and owned by ACC 1046 LLC, and that the right of redemption will expire and a deed to said parcel will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.

ACC 1046 LLC

By:   
Travis Thiltgen  
Agent for ACC 1046 LLC  
Certificate No. 23-0172

NOTE: Do NOT contact the purchaser of this tax sale certificate or their attorney in order to arrange for payment of the amounts necessary to redeem this property. The ONLY means by which you may redeem this property is through payment of the amounts due through the Pottawattamie Treasurer, Pottawattamie County Courthouse, Iowa

## NOTICE TO REDEEM FROM TAX SALE

TO:

Daniel Allen a/k/a Danny Dean Allen and any unknown heirs, devisees, grantees, assignees,  
successors in interest, and claimants  
2801 S 9th Street  
Council Bluffs, IA 51501

Daniel Allen a/k/a Danny Dean Allen and any unknown heirs, devisees, grantees, assignees,  
successors in interest, and claimants  
2612 17<sup>th</sup> St  
Council Bluffs, IA 51501

Unknown Spouse of Daniel Allen a/k/a Danny Dean Allen, if any  
2801 S 9th Street  
Council Bluffs, IA 51501

Unknown Spouse of Daniel Allen a/k/a Danny Dean Allen, if any  
2612 17<sup>th</sup> St  
Council Bluffs, IA 51501

Parties in Possession of  
2801 S 9th Street  
Council Bluffs, IA 51501

Melissa Allen a/k/a Melissa Kenney  
2612 17<sup>th</sup> St  
Council Bluffs, IA 51501

LVNV Funding LLC  
RE: SCSC118859 (Pottawattamie)  
355 S Main St, STE 300-D  
Greenville, SC 29601

Corporation Service Company  
As Agent for LVNV Funding LLC  
RE: SCSC118859 (Pottawattamie)  
505 5th Avenue, Ste 729  
Des Moines, IA 50309

Messerli Kramer Law  
c/o Brian A. Chou  
RE: SCSC118859 (Pottawattamie)  
3033 Campus Drive, Suite 250  
Plymouth, MN 55441

Pottawattamie County Treasurer  
Courthouse First Floor  
227 S 6th St  
Council Bluffs, IA 51501

## Council Communication

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

Lawsuit (R&F)  
ITEM 3.I.

Council Action: 5/19/2025

### Description

### Background/Discussion

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
lawsuit	Other	5/15/2025

ARTHUR BATTLE and SHERRY  
BATTLE, Husband and Wife; and  
CYNTHIA CHURCH,

Plaintiffs,

V.

JOHN DOE CORPORATIONS 1-3, Real  
Names Unknown,

ORIGINAL NOTICE

RECEIVED  
MAY 06 2025  
CITY ATTORNEY'S OFFICE

CLERK RCVD

7 MAY 25

1

**Action by Council:**  
**Receive & File:**

AM10:08

Date:

TO THE ABOVE-NAMED DEFENDANTS:

You are notified that a petition has been filed in the office of the clerk of this court naming you as the defendants in this action. A copy of the petition (and any documents filed with it) is attached to this notice. The name and address of the attorney for the plaintiff is Jason Bryan Bottlinger, 9900 Nicholas Street, Suite 325, Omaha, Nebraska 68114. The attorney's phone number is

(402) 505-8234; facsimile number is (402) 800-1328. You are further notified that the above case has been filed in a county that utilizes electronic filing. Unless, within 20 days after service of this original notice upon you, you serve, and within a reasonable time thereafter file a motion or answer, in the Iowa District Court for Pottawattamie County, at the courthouse in Council Bluffs, Iowa, judgment by default will be rendered against you for the relief demanded in the petition. Please see Iowa Court Rules Chapter 16 for information on electronic filing and Iowa Court Rules Chapter 16, division VI regarding the protection of personal information in court filings.

If you require the assistance of auxiliary aids or services to participate in court because of a disability, immediately call your district ADA coordinator at 712-328-4753. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942)

**IMPORTANT: YOU ARE ADVISED TO SEEK LEGAL ADVICE  
AT ONCE TO PROTECT YOUR INTERESTS**

**Iowa Judicial Branch**

Case No. **LACV126252**  
County **Pottawattamie**

Case Title **BATTLE ET AL V. CAESARS ENTER SERVS LLC ET AL**

You must file your Appearance and Answer on the Iowa Judicial Branch eFile System, unless the attached Petition and Original Notice contains a hearing date for your appearance, or unless the court has excused you from filing electronically (see Iowa Court Rule 16.302).

Register for the eFile System at [www.iowacourts.state.ia.us/Efile](http://www.iowacourts.state.ia.us/Efile) to file and view documents in your case and to receive notices from the court.

For general rules and information on electronic filing, refer to the Iowa Rules of Electronic Procedure in chapter 16 of the Iowa Court Rules at [www.legis.iowa.gov/docs/ACO/CourtRulesChapter/16.pdf](http://www.legis.iowa.gov/docs/ACO/CourtRulesChapter/16.pdf).

Court filings are public documents and may contain personal information that should always be kept confidential. For the rules on protecting personal information, refer to Division VI of chapter 16 of the Iowa Court Rules and to the Iowa Judicial Branch website at [www.iowacourts.gov/for-the-public/representing-yourself/protect-personal-information/](http://www.iowacourts.gov/for-the-public/representing-yourself/protect-personal-information/).

Scheduled Hearing:

If you need assistance to participate in court due to a disability, call the disability access coordinator at **(712) 328-4753**. Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). For more information, see [www.iowacourts.gov/for-the-public/ada/](http://www.iowacourts.gov/for-the-public/ada/). **Disability access coordinators cannot provide legal advice.**

Date Issued **04/25/2025 07:39:58 AM**



District Clerk of Court or/by Clerk's Designee of Pottawattamie County  
/s/ **Jessica Schnitker**

IN THE DISTRICT COURT OF POTTAWATTAMIE COUNTY,  
IOWA

ARTHUR BATTLE and SHERRY	)	CASE NO. _____
BATTLE, Husband and Wife; and	)	
CYNTHIA CHURCH,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
CAESARS ENTERPRISE SERVICES,	)	
LLC;	)	
CAESARS ENTERTAINMENT, INC.	)	
d/b/a MID-AMERICA CENTER;	)	
CAESARS ENTERTAINMENT	)	
OPERATING COMPANY, INC.;	)	
HARRAH'S IOWA ARENA	)	
MANAGEMENT, LLC;	)	
MID-AMERICA CENTER LLC;	)	PETITION & JURY
THE MID-AMERICA CENTER LLC;	)	DEMAND
MID-AMERICA CENTER;	)	
MID AMERICA CENTER;	)	
THE CITY OF COUNCIL BLUFFS, a	)	
State of Iowa Municipality;	)	
TK ELEVATOR CORPORATION;	)	
TK ELEVATOR MANUFACTURING,	)	
INC.;	)	
THYSSENKRUPP ELEVATOR	)	
MANUFACTURING, INC.;	)	
JOHN DOES 1-3, Real Names	)	
Unknown; and	)	
JOHN DOE CORPORATIONS 1-3,	)	
Real Names Unknown,	)	
	)	
Defendants.	)	

COME NOW, Plaintiffs Arthur Battle and Sherry Battle,  
Husband and Wife, and Cynthia Church, by and through their attorney

Jason B. Bottlinger of Bottlinger Law L.L.C., and for their causes of action alleged herein against CAESARS ENTERPRISE SERVICES, LLC, CAESARS ENTERTAINMENT, INC. d/b/a MID-AMERICA CENTER, CAESARS ENTERTAINMENT OPERATING COMPANY, INC., HARRAH'S IOWA ARENA MANAGEMENT, LLC, MID-AMERICA CENTER LLC, THE MID-AMERICA CENTER LLC, MID-AMERICA CENTER, MID AMERICA CENTER, THE CITY OF COUNCIL BLUFFS, a State of Iowa Municipality, TK ELEVATOR MANUFACTURING, INC., THYSSENKRUPP ELEVATOR MANUFACTURING, INC., TK ELEVATOR CORPORATION, JOHN DOES 1-3, Real Names Unknown; and JOHN DOE CORPORATIONS 1-3, Real Names Unknown, hereby allege as follows:

**PARTIES**

1. Plaintiff ARTHUR BATTLE and SHERRY BATTLE, Husband and Wife, are individuals residing in Seale, Russell County, Alabama.
2. Plaintiff CYNTHIA CHURCH is an Individual residing in Punta Gorda, Charlotte County, Florida.
3. Plaintiffs Arthur Battle, Sherry Battle, and Cynthia Church are referred to collectively as "Plaintiffs."
4. Defendant CAESARS ENTERPRISE SERVICES, LLC is a foreign limited liability company with articles of organization in the state of Delaware. Defendant CAESARS ENTERPRISE SERVICES LLC's Iowa Registered Agent is Corporation Service Company 505 5<sup>th</sup> Avenue, Suite 729, Des Moines, IA 50309. At all relevant times, Caesars Enterprise Services L.L.C. is believed to have managed, operated, controlled and/or owned the property known as the Mid America Center, located at or around 1 Arena Way, Council Bluffs, IA 51501 (hereinafter sometimes referred to as the "Property").

5. Defendant CAESARS ENTERTAINMENT OPERATING COMPANY, INC. is a foreign corporation incorporated in the state of Delaware. At all relevant times, Caesars Entertainment Inc. is believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501. Defendant CAESARS ENTERTAINMENT OPERATING COMPANY, INC.'s Iowa Registered Agent is Corporation Service Company 505 5<sup>th</sup> Avenue, Suite 729, Des Moines, IA 50309.

6. Defendant CAESARS ENTERTAINMENT, INC. d/b/a Mid-America Center is a foreign corporation incorporated in the state of Delaware. At all relevant times, Caesars Entertainment Inc. (hereinafter "Caesars") is believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501. Defendant CAESARS ENTERTAINMENT, INC.'s Iowa Registered Agent is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808.

7. Defendant HARRAH'S IOWA ARENA MANAGEMENT, LLC is a foreign limited liability company incorporated in the state of Delaware. At all relevant times, Harrah's Iowa Arena Management, LLC is believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501. Defendant Harrah's Iowa Arena Management, Inc.'s Iowa Registered Agent is Corporation Service Company, 505 5<sup>th</sup> Avenue, Suite 729, Des Moines, Iowa 50309.

8. Defendant MID-AMERICA CENTER LLC is a purported limited liability company believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501 at relevant times.

9. Defendant THE MID-AMERICA CENTER LLC is a purported limited liability company believed to have managed,

operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501 at relevant times.

10. Defendant MID-AMERICA CENTER is an unincorporated association believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501 at relevant times.

11. Defendant MID AMERICA CENTER is an unincorporated association believed to have managed, operated, controlled, and/or owned the property located at 1 Arena Way, Council Bluffs, IA 51501 at relevant times.

12. Defendant THE CITY OF COUNCIL BLUFFS, IOWA (hereinafter "Council Bluffs") is a municipality as defined in *Iowa Code § 670.2*, in Pottawattamie County, Iowa with its principal place of business located at 209 Pearl Street, Council Bluffs, IA 51503. At all relevant times herein, Council Bluffs is believed to have managed, operated, controlled, and/or owned the Property.

13. Defendant TK ELEVATOR CORPORATION is a foreign corporation incorporated in the state of Delaware and with its principal place of business located at 788 Circle Parkway SE, Suite 500, Atlanta, GA 30339. At all relevant times herein, TK ELEVATOR CORPORATION is believed to have serviced, installed, certified, and/or manufactured the escalator located in the Property, which led to the causes of action contained herein. Defendant TK ELEVATOR CORPORATION's Iowa Registered Agent is Corporation Service Company, 505 5<sup>th</sup> Avenue, Suite 729, Des Moines, IA 50309. TK ELEVATOR CORPORATION was conducting business in Iowa at all relevant times.

14. Defendant TK ELEVATOR MANUFACTURING, INC. is a foreign corporation incorporated in the state of Delaware and with its

home office located at 9280 CrestWyn Hills Drive, Memphis TN, 38125. At all relevant times herein, TK ELEVATOR MANUFACTURING, INC. is believed to have serviced, installed, certified, and/or manufactured the escalator located in the Property, which led to the causes of action contained herein. Defendant TK ELEVATOR MANUFACTURING, INC.'s Iowa Registered Agent is Corporation Service Company, 505 5<sup>th</sup> Ave., Suite 729, Des Moines, IA 50309. TK ELEVATOR MANUFACTURING INC was conducting business in Iowa at all relevant times.

15. Defendant THYSSENKRUPP ELEVATOR MANUFACTURING, INC. is a foreign corporation incorporated in the state of Delaware and with its home office located at 9280 CrestWyn Hills Drive, Memphis TN, 38125. At all relevant times herein, THYSSENKRUPP ELEVATOR MANUFACTURING, INC. is believed to have serviced, installed, certified, and/or manufactured the escalator located in the Property, which led to the causes of action contained herein. Defendant THYSSENKRUPP ELEVATOR MANUFACTURING, INC.'s Iowa Registered Agent is Corporation Service Company, 505 5<sup>th</sup> Ave., Suite 729, Des Moines, IA 50309. THYSSENKRUPP ELEVATOR MANUFACTURING INC was conducting business in Iowa at all relevant times.

16. Defendants JOHN DOES 1-3, whose real names are unknown, and JOHN DOE CORPORATIONS 1-3, whose real names are presently unknown to the Plaintiff, are owners, operators, managers, contractors, staff and other professionals owning, managing, operating and/or providing services related to the Property, including but not limited to employees, agents and contractors hired to install or maintain improvements, machinery or other equipment, including but not limited to escalator(s) at the Property, and/or perform maintenance or cleaning at the Property. Plaintiffs reserve the right to add other parties, causes of action and additional claims for damages under the circumstances of this case.

17. Defendants HARRAH'S IOWA ARENA MANAGEMENT, LLC, CAESARS ENTERPRISE SERVICES L.L.C; CAESARS ENTERTAINMENT OPERATING COMPANY, INC; and CAESARS ENTERTAINMENT, INC; are referred to collectively herein as "CAESARS."

18. Defendants MID-AMERICA CENTER LLC, THE MID-AMERICA CENTER LLC, MID-AMERICA CENTER, and MID AMERICA CENTER are collectively referred to as "MAC"

19. Defendants TK ELEVATOR CORPORATION; TK ELEVATOR MANUFACTURING, INC.; and THYSSENKRUPP ELEVATOR MANUFACTURING, INC. are collectively referred to as "TK."

20. Defendants TK, Council Bluffs, MAC, Caesars, John Does 1 – 3, and John Doe Corporations 1 – 3 are collectively referred to as "Defendants."

#### JURISDICTION AND VENUE

21. This Court has subject matter jurisdiction pursuant to the Iowa Constitution, Article V, Section 6 and *Iowa Code* §602.6101.

22. Venue is proper in Pottawattamie County, Iowa, where the incidents complained of herein occurred and in which the injuries and damage complained of herein were sustained. *Iowa code* §616.18.

23. Pursuant to *Iowa Code* §619.18, Plaintiffs hereby certify that the amount in controversy is sufficient to confer jurisdiction on this Court, meets and exceeds the applicable jurisdictional requirements for the amount in controversy, and was sustained to a significant degree in Pottawattamie County.

GENERAL ALLEGATIONS

24. All preceding paragraphs are repeated and incorporated here as if fully set forth.

25. The incident that is the basis of this action occurred on March 3, 2023, in Council Bluffs, Pottawattamie County, Iowa.

26. At all relevant times, Defendants owned, operated, possessed, controlled, serviced, and/or managed the Property where the incident that is the basis of this action occurred.

27. On March 3, 2023, Plaintiffs were lawful invitees, lawful entrants, and lawful visitors of the Property, and their presence was lawful and anticipated by Defendants.

28. At all relevant times, the Property was under the control, operation, management, and/or supervision of Defendants, and each of them, and/or their employees, agents, and/or representatives.

29. Plaintiffs were attendees at a wrestling event hosted by Defendants at the Property on or around March 3, 2023.

30. Plaintiffs stepped onto an escalator within the Property and were proceeding in a reasonable manner when suddenly and without warning, the escalator jolted, stopped, and subsequently caused Plaintiffs to lose their balance, fall, and suffer severe and permanent personal injuries as set forth herein.

31. Plaintiffs could not stop their falls due to the dangerous jolting and stopping of the escalator. The risk of the escalator jolting and stopping was not open and obvious, and occurred without warning.

32. Plaintiffs exercised reasonable care at all times.

33. Defendants did not properly maintain the Property and the escalator in question at the Property to make it reasonably safe for lawful entrants such as Plaintiffs. Defendants through their actions and inactions are responsible for the conditions in existence at the Property at the time of the incident described herein.

34. Plaintiff Cynthia Church was taken to the hospital via Emergency Medical Services secondary to her severe injuries.

35. Plaintiffs Arthur and Sherry Battle drove to the hospital due to their severe injuries.

36. Plaintiffs collectively suffered severe, extensive, and permanent injuries proximately caused by the negligence of Defendants.

37. Plaintiffs' injuries and damages are a direct and proximate result of Defendants' negligence.

38. Plaintiffs alleges that negligence of the Defendants, individually and collectively, directly and proximately caused the incident described herein, and their resulting harms and losses. The injuries caused to Plaintiffs would not have occurred absent the actions and inactions of Defendants as described herein. Defendants also employed individuals whose negligence causally contributed to, or proximately resulted in, the herein described incident and Plaintiff's injury.

39. Defendants' conduct constituted a willful and wanton disregard for the safety of the Plaintiff, and other invitees and entrants on the Property.

40. This suit is brought to recover for damages to Plaintiffs caused by the acts and omissions of Defendants, individually and collectively.

**DAMAGES OF PLAINTIFF, ARTHUR BATTLE**

41. All preceding paragraphs are repeated and incorporated here as if fully set forth.

42. Defendants' negligence and the unreasonably dangerous condition of the Property, including the escalator in question, proximately caused Plaintiff Arthur Battle's fall and her subsequent injuries.

43. The acts and omissions of Defendants, collectively and individually, were the proximate cause of the serious and ongoing injuries and damages sustained by Plaintiff Arthur Battle.

44. The injuries caused to Plaintiff Arthur Battle would not have occurred absent the actions and omissions of Defendants as described herein.

45. As a direct and proximate result of the negligence, individually, and collectively, of Defendants, as alleged herein, and of the breach of trust and breached expectation that the Property would be safe to lawful entrants and visitors, and that Defendants would follow law applicable to the Property, Plaintiff Arthur Battle sustained personal injuries including, but not limited to severe back injuries, resulting in past, present, and future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers, maintenance entities, and their associated personnel, would follow the safety rules, and anger, resentment that Defendants chose to violate their duties as alleged herein and expose Plaintiff Arthur Battle and the public to unreasonable risks of harm and loss.

46. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle's injuries are permanent, and he may reasonably expect to suffer future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers service entities, and their respective personnel, chose to violate their duties as alleged herein and expose Plaintiff Arthur Battle and the public to unreasonable risks of harm and loss.

47. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle sustained personal injuries resulting in medical expenses to date, and Plaintiff may reasonably expect to incur future medical expenses.

48. As a direct and proximate result of the negligence individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle sustained personal injuries resulting in other out-of-pocket expenses to date, and Plaintiff may reasonably expect to incur other future out-of-pocket expenses.

49. As a further and direct result and proximate cause of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle has lost income in the past, and has suffered a loss of earning capacity as a result of his injuries. Plaintiff Arthur Battle will incur future lost wages.

50. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Arthur Battle has incurred other damages, the nature and extent of which are unknown at this time. Plaintiffs reserve the right to amend

and/or supplement this Petition to allege further damages and claims arising from the acts and omissions of the Defendants.

51. The injuries caused to Plaintiff Arthur Battle would not have occurred absent the actions of Defendants, individually, and collectively as described herein. All of the aforementioned harms and losses caused to Plaintiff Arthur Battle were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

**DAMAGES OF PLAINTIFF, SHERRY BATTLE**

52. All preceding paragraphs are repeated and incorporated here as if fully set forth.

53. Defendants' negligence and the unreasonably dangerous condition of the Property, including the escalator in question, proximately caused Plaintiff Sherry Battle's fall and her subsequent injuries.

54. The acts and omissions of Defendants, collectively and individually, were the proximate cause of the serious and ongoing injuries and damages sustained by Plaintiff Sherry Battle.

55. The injuries caused to Plaintiff Sherry Battle would not have occurred absent the actions and omissions of Defendants as described herein.

56. As a direct and proximate result of the negligence, individually, and collectively, of Defendants, as alleged herein, and of the breach of trust and breached expectation that the Property would be safe to lawful entrants and visitors, and that Defendants would follow law applicable to the Property, Plaintiff Sherry Battle sustained personal injuries including, but not limited to back pain, a lumber strain, resulting in past, present, and future physical and mental pain

and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers, maintenance entities, and their associated personnel, would follow the safety rules, and anger, resentment that Defendants chose to violate their duties as alleged herein and expose Plaintiff Sherry Battle and the public to unreasonable risks of harm and loss.

57. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle's injuries are permanent, and she may reasonably expect to suffer future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers service entities, and their respective personnel, chose to violate their duties as alleged herein and expose Plaintiff Sherry Battle and the public to unreasonable risks of harm and loss.

58. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle sustained personal injuries resulting in medical expenses to date, and Plaintiff may reasonably expect to incur future medical expenses.

59. As a further direct and proximate result of the negligence individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle sustained personal injuries resulting in other out-of-pocket expenses to date, and Plaintiff may reasonably expect to incur other future out-of-pocket expenses.

60. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle has suffered a loss of earning capacity as a result of her injuries.

61. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Sherry Battle has incurred other damages, the nature and extent of which are unknown at this time. Plaintiffs reserve the right to amend and/or supplement this Petition to allege further damages and claims arising from the acts and omissions of the Defendants.

62. The injuries caused to Plaintiff Sherry Battle would not have occurred absent the actions of Defendants, individually, and collectively as described herein. All of the aforementioned harms and losses caused to Plaintiff Sherry Battle were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

#### DAMAGES OF PLAINTIFF, CYNTHIA CHURCH

63. All preceding paragraphs are repeated and incorporated here as if fully set forth.

64. Defendants' negligence and the unreasonably dangerous condition of the Property, including the escalator in question, proximately caused Plaintiff Cynthia Church's fall and her subsequent injuries.

65. The acts and omissions of Defendants, collectively and individually, were the proximate cause of the serious and ongoing injuries and damages sustained by Plaintiff Cynthia Church.

66. The injuries caused to Plaintiff Cynthia Church would not have occurred absent the actions and omissions of Defendants as described herein.

67. As a direct and proximate result of the negligence, individually, and collectively, of Defendants, as alleged herein, and of the breach of trust and breached expectation that the Property would be safe to lawful entrants and visitors, and that Defendants would follow law applicable to the Property, Plaintiff Cynthia Church sustained personal injuries including, but not limited to back and rib injuries and pain, resulting in past, present, and future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers, maintenance entities, and their associated personnel, would follow the safety rules, and anger, resentment that Defendants chose to violate their duties as alleged herein and expose Plaintiff Cynthia Church and the public to unreasonable risks of harm and loss.

68. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church's injuries are permanent, and she may reasonably expect to suffer future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disability, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, hypervigilance, exposure to and necessity for invasive medical treatments, loss of trust and expectation that other owners, operations managers service entities, and their respective personnel, chose to violate their duties as alleged herein and expose Plaintiff Cynthia Church and the public to unreasonable risks of harm and loss.

69. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church sustained personal injuries resulting in medical expenses to date, and Plaintiff may reasonably expect to incur future medical expenses.

70. As a direct and proximate result of the negligence individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church sustained personal injuries resulting in other out-of-pocket expenses to date, and Plaintiff may reasonably expect to incur other future out-of-pocket expenses.

71. As a further and direct result and proximate cause of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church has lost income in the past, and has suffered a loss of earning capacity as a result of her injuries. Plaintiff Cynthia Church will incur future lost wages.

72. As a further direct and proximate result of the negligence, individually and collectively, of Defendants as alleged herein, Plaintiff Cynthia Church has incurred other damages, the nature and extent of which are unknown at this time. Plaintiffs reserve the right to amend and/or supplement this Petition to allege further damages and claims arising from the acts and omissions of the Defendants.

73. The injuries caused to Plaintiff Cynthia Church would not have occurred absent the actions of Defendants, individually, and collectively as described herein. All of the aforementioned harms and losses caused to Plaintiff Cynthia Church were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

DUTIES

74. All preceding paragraphs are repeated and incorporated here as if fully set forth.

75. Defendants, as owners, operators, occupiers, possessors, managers, and/or service providers at the Property, had duties at all times related to the Property, including:

75.1 The duty at all relevant times to exercise reasonable care to make sure, among other things, that the Property was safe and free of hazards to their lawful entrants;

75.2 The duty at all relevant times to do their work and perform their services in a reasonable manner that did not cause harm to foreseeable users and/or lawful entrants, customers, and business invitees, such as Plaintiffs;

75.3 The duty to exercise reasonable care in the hiring, retention, training, and supervision of their employees, agents and contractors;

75.4 The duty to use reasonable care in ascertaining the condition of the Property;

75.5 The duty to ensure reasonable care in providing warnings regarding the condition of the Property and the risks posed by the condition of the Property;

75.6 The duty to exercise reasonable control of tenants and other possessors of the Property; and

75.7 The duty to otherwise ensure the property is reasonably safe, maintained, and free from hazard.

**SCOPE OF LIABILITY**

76. All preceding paragraphs are repeated and incorporated here as if fully set forth.

77. The above-described incidents, as well as the harms and damages sustained by Plaintiffs, were within the scope of liability of Defendants, and said injuries and damages arose from the same general types of danger that Defendants should have taken reasonable steps to avoid.

78. The harm to Plaintiffs were foreseeable.

**COUNT I – NEGLIGENCE; PREMISES LIABILITY; INJURY & DAMAGE TO INVITEE & LAWFUL ENTRANT**

79. All preceding paragraphs are repeated and incorporated here as if fully set forth.

80. At all relevant times, including on and around March 3, 2023, the escalator where Plaintiffs were injured and the surrounding walkways were common areas. Defendants retained control of the escalator and walkways in question, and Plaintiffs were entitled to use the escalator and walkways on the property.

81. At all relevant times, including on and around March 3, 2023, Plaintiffs were business invitees, lawful entrants, and lawful visitors on the Property.

82. On or around March 3, 2023, the malfunctioning escalator at the property was a dangerous and unforwarned condition that posed an unreasonable risk of injury to lawful invitees and entrants of the property.

83. Defendants knew or should have known that the malfunctioning escalator and/or its susceptibility to sudden jolting and

stopping posed a significant and unreasonable risk of injury to lawful patrons of the Property.

84. Defendants created the unreasonably dangerous condition of the escalator and walkway in question, knew of the condition, or by the exercise of reasonable care, Defendants would have discovered and should have known of the condition and the unreasonable risk it involved for invitees, lawful entrants and visitors such as Plaintiffs.

85. The unreasonably dangerous condition of the escalator and walkway in question existed for a long enough time that in the exercise of reasonable care, Defendants should have known about it.

86. Defendants realized or should have realized that the condition involved an unreasonable risk of harm to invitees and lawful entrants such as Plaintiff.

87. Defendants knew or in the exercise of reasonable care should have that (a) Plaintiffs would not discover the condition, (b) Plaintiffs would not realize the condition presented an unreasonable risk of injury; or (c) Plaintiffs would not protect themselves from the dangerous condition of the escalator in question.

88. The harm to Plaintiffs was foreseeable, and Defendants owed the Plaintiffs a duty of reasonable care.

89. Defendants could reasonably foresee that invitees, and lawful entrants and visitors, including Plaintiffs, would use the escalator and surrounding walkways to access and move about the Property.

90. Defendants could reasonably foresee that a malfunctioning escalator and/or an escalator susceptible to sudden jolting and stopping could create a dangerous condition on the Property and create the probability of a lawful entrant's injury.

91. Defendants could reasonably foresee that lack of, improper, and otherwise ineffective installation and/or maintenance of the escalator could create a dangerous condition on the Property.

92. Defendants could reasonably foresee that an escalator not in conformance with generally accepted conditions and safety practices would create a dangerous condition on the property.

93. Defendants could reasonably foresee that serious injuries and/or death could result if an entrant were to fall as a result of a malfunctioning escalator and/or an escalator susceptible to sudden jolting or stopping.

94. Defendants knew, or in the exercise of reasonable care should have known, that the escalator in question was unsafe and posed an unreasonably dangerous condition for all entrants and invitees.

95. Defendants, in the exercise of reasonable care, could have made the condition safe for lawful entrants such as Plaintiffs, or Defendants could have provided adequate warnings to lawful entrants such as Plaintiffs.

96. Defendants' acts and omissions, constituting negligence, include:

96.1 Failure to properly construct the escalator in question;

96.2 Failure to properly install the escalator in question;

96.3 Failure to properly maintain the escalator in question;

96.4 Failure to properly repair the escalator in question;

96.5 Failure to reasonably inspect the Property, including the escalators and surrounding walkways;

96.6 Failure to detect conditions on the Property which pose an unreasonable risk of injury to lawful entrants and business invitees;

96.7 Failure to use reasonable care to provide adequate warning of dangerous conditions on the Property which pose an unreasonable risk of injury to lawful entrants and business invitees, including the dangerous condition of the escalator in question;

96.8 Failure to properly maintain the premises;

96.9 Failure to reasonably control tenants and/or other possessors Defendants permitted to use the Property and whom Defendants knew or should have known they had the ability to control and the necessity and opportunity to control;

96.10 Failure to use reasonable care in the management, maintenance, ownership, operation, possession, and/or control of the Property;

96.11 Failure to assure that the escalator was properly constructed, installed, and/or maintained;

96.12 Failure to comply with national, state, and local codes, statutes, regulations, and ordinances concerning structures like the escalator in question; and

96.13 Other unspecified acts of negligence.

97. Defendants were through their actions and inactions responsible for the conditions in existence at the Property at time of the incident described herein.

98. Defendants' negligence and the unreasonably dangerous condition of the Property, including the escalator in question, proximately caused Plaintiffs fall and their subsequent injuries.

99. The negligence of Defendants collectively and individually, were the proximate cause of the serious and ongoing injuries and damages sustained by Plaintiffs, as set forth herein.

100. The injuries caused to Plaintiffs would not have occurred absent the actions and omissions of Defendants as described herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs collectively pray that a judgment be rendered and entered in their favor and against Defendants jointly and severally, in the amount which will fully and completely compensate Plaintiffs for their past, present, and future physical and mental pain and suffering, loss of mind and body, fear, worry, anxiety, stress, inconvenience, disfigurement, impairment, sleeplessness, embarrassment, loss of enjoyment of life, anger and resentment that Defendants chose to violate their duties as alleged herein and expose Plaintiff and the public to unreasonable risks of harm and loss, hypervigilance, loss of trust and expectation that other owners, operations managers, and services entities, and their respective personnel will follow the safety rules; for all general and special damages resulting from the negligence of Defendants; for their medical expenses incurred to date, as well as those to be incurred in the future; for their other out-of-pocket expenses incurred to date, as well as those to be incurred in the future; for their lost wages to date, as well as those to be incurred in the future; for their loss of earning capacity; for their disability; for their permanent impairment; and for prejudgment interest, post-judgment interest, costs, and all other damages and relief allowed under Iowa law.

**COUNT II – PRODUCT LIABILITY – MANUFACTURING DEFECT**

101. All preceding paragraphs are repeated and incorporated here as if fully set forth.

102. One or more of the Defendants, including TK ELEVATOR CORPORATION; TK ELEVATOR MANUFACTURING, INC.; and THYSSENKRUPP ELEVATOR MANUFACTURING, INC. and/or one or more of the John Doe Defendants (collectively “the TK Defendants”), sold and/or distributed the escalator used by Plaintiffs on March 3, 2023.

103. One or more of the TK Defendants was engaged in the business of selling or distributing the escalator used by Plaintiffs on March 3, 2023.

104. The escalator at the time it left defendant's control contained a manufacturing defect that departed from its intended design, rendering it susceptible to sudden jolting or stopping.

105. The manufacturing defect was a cause of plaintiffs' damages alleged herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

**COUNT III – PRODUCT LIABILITY – DESIGN DEFECT**

106. All preceding paragraphs are repeated and incorporated here as if fully set forth.

107. One or more of the TK Defendants sold and/or distributed the escalator used by Plaintiffs on March 3, 2023.

108. One or more of the TK Defendants was engaged in the business of selling and/or distributing the escalator used by Plaintiffs on March 3, 2023.

109. The escalator used by Plaintiffs on March 3, 2023, was in a defective condition at the time it left one or more of the TK Defendants' control, in that it was it susceptible to sudden jolting or stopping.

110. A reasonable alternative safer design could have been practically adopted at the time of sale or distribution of the escalator used by Plaintiffs on March 3, 2023.

111. The alternative design would have reduced or avoided the foreseeable risks of harm posed by the escalator used by Plaintiffs on March 3, 2023.

112. The omission of the alternative design renders the escalator used by Plaintiffs on March 3, 2023, not reasonably safe.

113. The alternative design would have reduced or prevented the plaintiffs' harm.

114. The design defect was a cause of Plaintiffs' damages as alleged herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

**COUNT IV – PRODUCT LIABILITY – INADEQUATE  
INSTRUCTIONS OR WARNINGS**

115. All preceding paragraphs are repeated and incorporated here as if fully set forth.

116. One or more of the TK Defendants sold or distributed the escalator used by Plaintiffs on March 3, 2023.

117. One or more of the TK Defendants was engaged in the business of selling or distributing the escalator used by Plaintiffs on March 3, 2023.

118. The foreseeable risks of harm posed by the escalator used by Plaintiffs on March 3, 2023, could have been reduced or avoided by the provision of reasonable instructions or warnings, including by warning and instruction that the escalator was susceptible to sudden jolting or stopping.

119. The omission of the instruction(s) or warning(s) renders the escalator used by Plaintiffs on March 3, 2023, not reasonably safe.

120. The risk to be addressed by the instruction(s) or warning(s) was not obvious to, or generally known by, foreseeable product users, such as Plaintiffs.

121. The omission of the instruction(s) or warning(s) was a cause of Plaintiffs' damages, as alleged herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

**COUNT V – PRODUCT LIABILITY – DIRECTIONS OR WARNINGS**  
**– POST-SALE**

122. All preceding paragraphs are repeated and incorporated here as if fully set forth.

123. One or more of the TK Defendants distributed, supplied, and/or installed the escalator used by Plaintiffs on March 3, 2023.

124. One of more of the TK Defendants knew or should reasonably have known that the escalator posed a substantial risk of harm to persons or property.

125. Plaintiffs and other reasonably foreseeable users were a class of persons that the TK Defendants could have identified and to whom a warning should be provided, including that the escalator was susceptible to sudden jolting and stopping.

126. It may reasonably be assumed those persons, including Plaintiffs, are unaware of the risk of harm posed by the escalator at the Property.

127. A warning could have been effectively communicated to and acted on by those to whom a warning might be provided, including reasonably foreseeable users of the escalator at the Property, such as Plaintiffs.

128. The risk of harm posed by the escalator at the Property was sufficiently great to justify the burden of providing the warning.

129. Under these circumstances, the supplier has a duty to exercise reasonable care to inform the user of the product of the dangerous condition or of the facts which make it likely to be dangerous.

130. One or more of the TK Defendants failed to exercise reasonable care to inform the user of the escalator at the Property, including Plaintiffs, of the dangerous condition or of the facts which make it likely to be dangerous.

131. As a direct and proximate result of the Defendants' failure to exercise reasonable care and failure to inform users of the escalator at the Property, including Plaintiffs, of the dangerous condition or of the facts which make it likely to be dangerous, Plaintiffs suffered the damages described herein.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

**COUNT VI – PRODUCT LIABILITY – ENHANCED INJURY**

132. All preceding paragraphs are repeated and incorporated here as if fully set forth.

133. One or more of the TK Defendants designed the escalator used by Plaintiffs on March 3, 2023.

134. One or more of the TK Defendants was engaged in the business of designing the escalator used by Plaintiffs on March 3, 2023.

135. The escalator used by Plaintiffs on March 3, 2023, was in a defective condition at the time it left one or more of the TK Defendants' control as it was susceptible to sudden jolting or stopping

136. The Plaintiffs used the escalator at the Property in an intended manner or in a manner reasonably foreseeable by the Defendants.

137. The escalator used by Plaintiffs on March 3, 2023, was expected to and did reach the Property without substantial change in its condition.

138. An alternative practicable, safer design for the escalator was available.

139. The Plaintiffs suffered injuries above and beyond that which would have occurred without the design defect.

140. The enhanced injuries would not have occurred except for the defective design of the escalator.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

#### **COUNT VII – IMPLIED WARRANTY OF MERCHANTABILITY**

141. All preceding paragraphs are repeated and incorporated here as if fully set forth.

142. One or more of the TK Defendants (a) deal in products like the escalator at the Property, (b) hold themselves out as having knowledge or skill specific or particular to products like the escalator in question, (c) whose knowledge or skill related to the escalator at the Property may be attributed to them by their employment of an agent or

other intermediary, and/or (d) hold themselves out as having such knowledge or skill regarding escalators like those at the Property.

143. One or more of the TK Defendants was a merchant of products like the escalator used by Plaintiffs at the Property on or around March 3, 2023, at the time they sold, distributed, and/or installed the escalator at the Property.

144. The escalator was not merchantable at the time it was sold, distributed, and/or installed at the Property and/or at the time it was used by Plaintiffs, on or around March 3, 2023, in that:

144.1 It would not pass without objection in the trade under the contract description;

144.2 It was not of fair average quality within the description;

144.3 It was not fit for the ordinary purposes for which such goods are used;

144.4 It would not run, within the variations permitted by the agreement, of even kind, quality and quantity within each unit and among all units involved;

144.5 It was not adequately contained, packaged, and labeled; and/or

144.6 It did not conform to the promises or affirmations of fact made on the container or label.

145. One or more of the TK Defendants knew or should have known that the escalator at the Property was not merchantable.

146. The lack of merchantability of the escalator at issue at the Property was a cause of the Plaintiffs' damage.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

**COUNT VIII – LOSS OF CONSORTIUM – ARTHUR BATTLE**

147. All preceding paragraphs are repeated and incorporated here as if fully set forth.

148. Plaintiffs Arthur Battle and Sherry Battle were married at the time of the March 3, 2023 incident. Plaintiffs were in a relationship and in a committed partnership, at all relevant times, and he was present and a witness to all negligent acts of Defendants described herein.

149. As a direct and proximate result of the negligence, individually and collectively, of the Defendants as alleged herein, Plaintiff Arthur Battle was caused to suffer harm and loss on account of his spouse's serious bodily injury and disability, which he witnessed firsthand, proximately caused by Defendants' negligence, resulting in past and future mental pain and suffering, and the loss of his spouse's care, comfort, companionship, consortium, conjugal fellowship, company, cooperation, aid, society, love, affection, protection, emotional support, services, advice, counsel, and support, in the past, present, and future.

150. As a further direct and proximate result of the negligence, individually and collectively, of the Defendants as alleged herein, Plaintiff Arthur Battle has also incurred out-of-pocket expenses in the past, and medical care costs and expenses, and expenses for the necessities of life of his spouse in the past. Plaintiff Arthur Battle will

incur reasonable and necessary out-of-pocket expenses, medical care costs and other expenses which will in all reasonable probability be incurred in the future.

151. Plaintiff reserves the right to supplement and/or amend his Petition herein, for any reason, including but not limited supplementation and/or amendment of the quantity and type of damages, including special damages, suffered by him.

152. The injuries, harms and losses caused to Plaintiff Arthur Battle would not have occurred absent the actions of Defendants as described herein.

153. All of the aforementioned harms and losses caused to Plaintiff Arthur Battle were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

**COUNT IX – LOSS OF CONSORTIUM – SHERRY BATTLE**

154. All preceding paragraphs are repeated and incorporated here as if fully set forth.

155. Plaintiffs Arthur Battle and Sherry Battle were married during the time of the March 3, 2023 incident. Plaintiffs were in a relationship and in a committed partnership, at all relevant times, and he was present and a witness to all negligent acts of Defendants described herein.

156. As a direct and proximate result of the negligence, individually and collectively, of the Defendants as alleged herein, Plaintiff Sherry Battle was caused to suffer harm and loss on account of her spouse's serious bodily injury and disability, which she witnessed firsthand, proximately caused by Defendants' negligence, resulting in past and future mental pain and suffering, and the loss of her spouse's care, comfort, companionship, consortium, conjugal fellowship, company, cooperation, aid, society, love, affection, protection, emotional support, services, advice, counsel, and support, in the past, present, and future.

157. As a further direct and proximate result of the negligence, individually and collectively, of the Defendants as alleged herein, Plaintiff Sherry Battle has also incurred out-of-pocket expenses in the past, and medical care costs and expenses, and expenses for the necessities of life of her spouse in the past. Plaintiff Sherry Battle will incur reasonable and necessary out-of-pocket expenses, medical care costs and other expenses which will in all reasonable probability be incurred in the future.

158. Plaintiff reserves the right to supplement and/or amend his Petition herein, for any reason, including but not limited supplementation and/or amendment of the quantity and type of damages, including special damages, suffered by her.

159. The injuries, harms and losses caused to Plaintiff Sherry Battle would not have occurred absent the actions of Defendants as described herein.

160. All of the aforementioned harms and losses caused to Plaintiff Sherry Battle were the result of risks associated with the actions of Defendants and are therefore within the scope of liability of Defendants.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

**COUNT X – JOINT VENTURE**

161. All preceding paragraphs are repeated and incorporated here as if fully set forth.

162. One or more Defendants have formed a partnership, joint venture, common venture or other business relationship between themselves and others whose names are presently unknown to Plaintiffs by netting into voluntary agreement for the sharing of cash, labor, property, facilities, control, purposes, resources, profits, losses and personnel.

163. There was, between the joint venturers, an agreement to enter into an undertaking regarding ownership, management, operation, performance and/or control of an enterprise. At all relevant times, one or more of Defendants had a community of interest in the object of the undertaking and a common purpose in performance. At all relevant times, each of the joint venturers had an equal voice in the manner of performance and control over the agencies used, though one may have entrusted performance to another, and there was active participation in the enterprise by one or more Defendants and shared control of the ownership, management, operation, and/or control of their enterprise.

164. As a result thereof, each joint venturer is jointly and severally liable for the acts and omissions of each other joint venturer. They are also individually liable for their own conduct.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

**COUNT XI – AGENCY & VICARIOUS LIABILITY**

165. All preceding paragraphs are repeated and incorporated here as if fully set forth.

166. The actions of Defendants and each of their servants, agents, contractors, and employees as set forth herein are imputed to each Defendant, jointly and severally.

167. Defendants' agents, servants, contractors, and employees, were acting in the scope of their employment, agency, apparent authority, contract, and/or credentialing with one or more Defendants when working, providing services, and/or maintaining the Property. Their conducted is imputed to each Defendant under the doctrines of Respondeat Superior, agency, and vicarious liability.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor and against Defendants, jointly and severally, in an amount which will fully and completely compensate Plaintiffs for all damages sustained by them, together with costs and interest, all as provided by law.

**COUNT XII – GROSS NEGLIGENCE & PUNITIVE DAMAGES**

168. All preceding paragraphs are repeated and incorporated here as if fully set forth.

169. Defendants acts and omissions described herein constituted a malicious and/or wanton and willful disregard for the rights and safety of Plaintiff and others.

170. In particular, and without limiting the generality of the foregoing, Defendants acted maliciously and/or with a willful and wanton disregard for the rights and safety of Plaintiffs and others, with knowledge of the peril to be apprehended, knowledge that injury is a probably result of the danger, and a conscious failure to avoid the peril, by other owners, operations managers and service entities, in a willful, wanton, and reckless manner, including but not limited to not maintaining the Property and allowing an unreasonably dangerous condition to exist.

171. Defendants' conduct is imputed to each other and they are liable jointly and severally, for all punitive damages assessed and/or awarded in this matter.

172. As a direct and proximate result of Defendants' willful and wanton conduct, individually, and collectively, Plaintiffs suffered injuries and damages, and Plaintiffs seek punitive damages in the amount to be determined by the trier of fact.

WHEREFORE, having stated a claim upon which relief may be granted, Plaintiffs pray that a judgment be rendered and entered in their favor against Defendants, jointly and severally, for all amounts due and owing to Plaintiffs, as provided by law.

#### PRAYER FOR RELIEF

On the foregoing basis, Plaintiffs Arthur Battle, Sherry Battle, and Cynthia Church request judgment against Defendants, jointly and severally, for their past, present, and future general damages and special damages, punitive damages, prejudgment and post-judgment

interest, costs, attorney's fees to the greatest extent allowed by law, and all other relief the Court deems appropriate under the circumstances.

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury for all matters triable to a jury in this case under the laws of the State of Iowa.

DATED this 3rd day of March, 2025.

ARTHUR and SHERRY BATTLE,  
Husband and Wife, and CYNTHIA  
CHURCH, Plaintiffs.

By: /s/ Jason B. Bottlinger

Jason B. Bottlinger #AT0011650

Bottlinger Law L.L.C.

9900 Nicholas Street, Suite 325

Omaha, NE 68114

Phone: (402) 505-8234

Fax: (402) 800-1328

jbottlinger@bottlingerlaw.com

*Plaintiffs' Lawyer*

# City of Council Bluffs Iowa

## Office of the Mayor PROCLAMATION

**Whereas,** National Safe Boating Week will be held from May 17-23, 2025, reminding all boaters to brush up on boating safety skills and prepare for the boating season. This observance week is the annual kick-off of the Safe Boating Campaign, a global awareness effort that encourages boaters to make the most of their boating adventure by being responsible; and

**Whereas,** U.S. Coast Guard statistics show that drowning was the reported cause of death in four out of every five recreational boating fatalities, that 75 percent of those who drowned were not wearing life jackets; and

**Whereas,** there are many options for boaters when choosing a life jacket. When selecting a life jacket, a boater should check that it is U.S. Coast Guard approved, appropriate for the water activity, and fits properly; and

**Whereas,** The National Safe Boating Council recommends these tips for boaters:

Take a boating safety course. Learn valuable tips that can help save your life in unexpected situations.

Make sure your boat is prepared. Many items need to be checked and rechecked on any boat.

Schedule a Vessel Safety Check with your local U.S. Coast Guard Auxiliary.

Every Vessel Safety Check is conducted 100 percent free of charge.

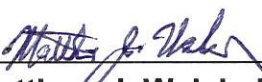
**NOW, THEREFORE, I,** Matthew J. Walsh, Mayor of the City of Council Bluffs, do hereby proclaim May 17<sup>th</sup> – 23<sup>rd</sup>, 2025 as

## National Safe Boating Week

in Council Bluffs, and encourage all boaters to brush up on boating safety skills and prepare for the boating season.



**WITNESS WHEREOF,** I have hereunto set my hand and caused the official seal of the City of Council Bluffs, Iowa to be affixed this 19th day of May, in the year Two Thousand Twenty-Five.

  
Matthew J. Walsh, Mayor

# City of Council Bluffs Iowa

## Office of the Mayor

### PROCLAMATION

- WHEREAS** Methamphetamine abuse continues to destroy individuals, families, and communities in Iowa; and
- WHEREAS** addiction shows no boundaries. It can happen to anyone – attorneys, doctors, laborers, teachers, mothers/fathers and students – regardless of where they live, economic status, education, upbringing or potential; and
- WHEREAS** this drug can be found in every region of the state, and wherever you find methamphetamine, you find increased crime rates and child abuse/neglect; and
- WHEREAS** methamphetamine addiction not only destroys the lives of users, but also the community around them placing an increased burden on Iowa's public safety, public health, human services, health care, education, employment and treatment systems; and
- WHEREAS** significant strides have been made in reducing the manufacturing and distribution of methamphetamine in local communities and through importation, but the demand for and supply of methamphetamine remain; and
- WHEREAS** every day, thousands of young Americans experiment with methamphetamine for the first time, and for many, this decision has a profound impact on their mental and physical health and well-being; and
- WHEREAS** Iowa has the power to prevent substance use and change the lives of countless Iowans struggling with methamphetamine addiction with the commitment, support and involvement of the entire community.

**NOW, THEREFORE, I, Matthew J. Walsh, Mayor of the City of Council Bluffs, do hereby proclaim May, 2025, as**

### **Methamphetamine Prevention Month**

in the City of Council Bluffs, Iowa and encourage all Council Bluffs citizens and communities to join in this observance.



**WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Council Bluffs, Iowa to be affixed this 19<sup>th</sup> day of May, in the year Two Thousand Twenty-Five.**

---

**Matthew J. Walsh, Mayor**

## Council Communication

Department: Public Works Admin  
Case/Project No.: PW24-17  
Submitted by: Matthew Cox, Public  
Works Director

Resolution 25-133  
ITEM 5.A.

Council Action: 5/19/2025

### Description

Resolution approving the plans and specifications for the 6th Avenue Pump Station Odor Control. Project #PW24-17

### Background/Discussion

The 6th Avenue sanitary sewer pump station is the third largest station in the sanitary collection system with nearly 35% of the City's sewage passing through this station.

Through the process of collecting and treating wastewater, nuisance odors are emitted and often become a point of concern. During the time it takes the sewage to travel through the collection system, septic conditions can occur. This is particularly true during the summer, when smells can be the most offensive.

Larger pump stations, like 6th Avenue, can be equipped with an air scrubber system to reduce the foul odor issues. The station still has the original odor control units constructed in 1992. This project will replace the system which has now reached beyond its service life limit. The newer technology of a modern air scrubber system will provide more reliable and improved odor control for the surrounding neighborhood.

The project will also include the necessary modifications to the electrical motor control center to accommodate the new system.

This project was included in the FY24 CIP with a budget of \$1,000,000 in Local Option Sales Tax funds.

The project schedule is as follows:	Hold Public Hearing	May 19, 2025
	Bid Letting	June 24, 2025
	Award	July 14, 2025
	Construction Start	August 2025

### Recommendation

Approval of this resolution to replace the odor control system at the 6th Avenue Pump Station.

### ATTACHMENTS:

Description	Type	Upload Date
Resolution 25-133	Resolution	5/15/2025

**RESOLUTION**  
**NO 25-133**

**RESOLUTION APPROVING THE  
PLANS, SPECIFICATIONS, FORM OF CONTRACT  
AND COST ESTIMATE FOR THE  
6<sup>TH</sup> AVENUE PUMP STATION ODOR CONTROL  
PROJECT #PW24-17**

WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk of the City of Council Bluffs, Iowa for the 6<sup>th</sup> Avenue Pump Station Odor Control; and

WHEREAS, a Notice of Public Hearing was published as required by law, and a public hearing was held on May 19, 2025.

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

That the plans, specifications, form of contract and cost estimate are hereby approved for the 6<sup>th</sup> Avenue Pump Station Odor Control project.

AND BE IT FURTHER RESOLVED

That the aforementioned project is encompassed by the language of the 1989 Local Option Sales Tax Ballot and as such this is an appropriate expenditure of the Local Option Sales Tax Revenues.

ADOPTED  
AND  
APPROVED

May 19, 2025

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

ATTEST:

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

## Council Communication

Department: Community  
Development  
Case/Project No.: SUB-25-003  
Submitted by: Haley Weber,  
Planner

Resolution 25-134  
ITEM 5.B.

Council Action: 5/19/2025

### Description

Resolution granting final plat approval of a two-lot residential subdivision to be known as Canon Subdivision, being a replat of Lot 9, Block 1 and Lots 1 and 2, Block 3, Oak Grove Addition, together with a part of vacated Lindberg Drive adjacent, more particularly described in Attachment 'A.'

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	5/9/2025
Attachment A: Proposed Canon Subdivision Final Plat	Other	5/9/2025
Attachment B: Location/zoning map	Map	5/9/2025
Resolution 25-134	Resolution	5/15/2025

## City Council Communication

Department: Community Development  CASES #SUB-25-003  Applicant/Property Owner: Parker Smith 724 Hazel Street Council Bluffs, IA 51503  Bill Somer (On Behalf of Ramona Crookham) 625 Lindberg Drive Council Bluffs, IA 51503  Engineer/Surveyor: Land Surveying Lonnie Mayberry 12 North Walnut Street Glenwood, IA 51534	Resolution No. _____	Public Hearing: 5/19/2025
<p style="text-align: center;"><b>Subject/Title</b></p> <p><b>Request:</b> Public hearing on the request of Parker Smith and Bill Somer for final plat approval of a two-lot residential subdivision to be known as Canon Subdivision, being a replat of Lot 9, Block 1 and Lots 1 and 2, Block 3, Oak Grove Addition, together with a part of vacated Lindberg Drive adjacent, City of Council Bluffs, Pottawattamie County, Iowa, more particularly described in Attachment ‘A.’</p> <p><b>Location:</b> 724 Hazel Street and 625 Lindberg Drive</p>		
<p style="text-align: center;"><b>Background</b></p> <p>On April 7, 2025 the Council Bluffs City Council passed a resolution (Resolution No. 25-98) to dispose of Lindberg Drive right-of-way adjacent to and between the subject properties (724 Hazel Street and 625 Lindberg Drive). The conveyance of said Lindberg Drive right-of-way is contingent upon the execution of a final plat to combine Lots 1 and 2, Block 3, Oak Grove Addition with the associated portion of right-of-way to create one lot of record in order to prevent any lots from becoming landlocked as a result of the vacation.</p> <p>At this time, the applicants are requesting final plat approval for a two-lot residential subdivision to be known as Canon Subdivision, which consists of 0.53 acres (more/less), legally described in the included draft final plat (Attachment A), in accordance with the previously approved right-of-way vacation.</p>		
<p style="text-align: center;"><b>Comments</b></p> <p>The <u>Council Bluffs Community Development Department</u> provided the following comments:</p> <p>A. In November 2024, the property owner at 724 Hazel Street reached out to the Community Development Department regarding options for off-street parking at their property. Due to the lot’s configuration, building placement, and topography, the applicant did not have the ability to provide off-street parking spaces on the</p>		

property. In order to obtain off-street parking that complies with all City standards the applicant has completed or intends to complete the following items:

1. **Item:** Vacate Lindberg Drive right-of-way adjacent to their property to acquire additional land area for off-street parking purposes.

**Status:** Completed

**Notes:** *The property owner at 724 Hazel Street initially applied to vacate the northerly half of Lindberg Drive adjacent to their property. This request was expanded to include the entirety of the portion of Lindberg Drive between and adjacent to 724 Hazel Street and 625 Lindberg Drive to ensure adequate right-of-way widths were maintained, per Council Bluffs Public Works Department standards. City Council passed a resolution (Resolution No. 25-98) on April 7, 2025 to dispose of Lindberg Drive right-of-way between the two properties.*

2. **Item:** Execute a final plat to combine Lot 9, Block 1 Oak Grove Addition and Lots 1 and 2, Block 3, Oak Grove Addition with the associated portions of right-of-way to create two lots of record in order to prevent any lots from becoming landlocked as a result of the vacation.

**Status:** Current Request Under Review

**Notes:** *The applicants are required to execute the subject final plat request (Case #SUB-25-003) in order for the previously approved vacation to take effect (Case #SAV-25-001).*

3. **Item:** Provide hard-surface pavement in the side or rear yards (outside of the front yard setback) or request a variance from the Council Bluffs Zoning Board of Adjustment (ZBA) to allow required off-street parking in the front yard setback.

**Status:** Not Completed

**Notes:** *Per Section 15.23.030, Parking of Personal Vehicles, of the CBMC (Zoning Ordinance), "Parking is permitted outside in the side yard or in the rear yard, behind the required front yard setback and must be contiguous with the primary surfaced driveway." The applicants intend to provide off-street parking spaces within the front yard setback areas of both properties. If the applicants intend to provide off-street parking within the front yard setback, they shall apply for and obtain variance(s) from the Council Bluffs ZBA prior to installation of any pavement. In the instance the ZBA denies the variance request(s), any off-street parking spaces shall be provided in accordance with the above listed Section of the CBMC (Zoning Ordinance).*

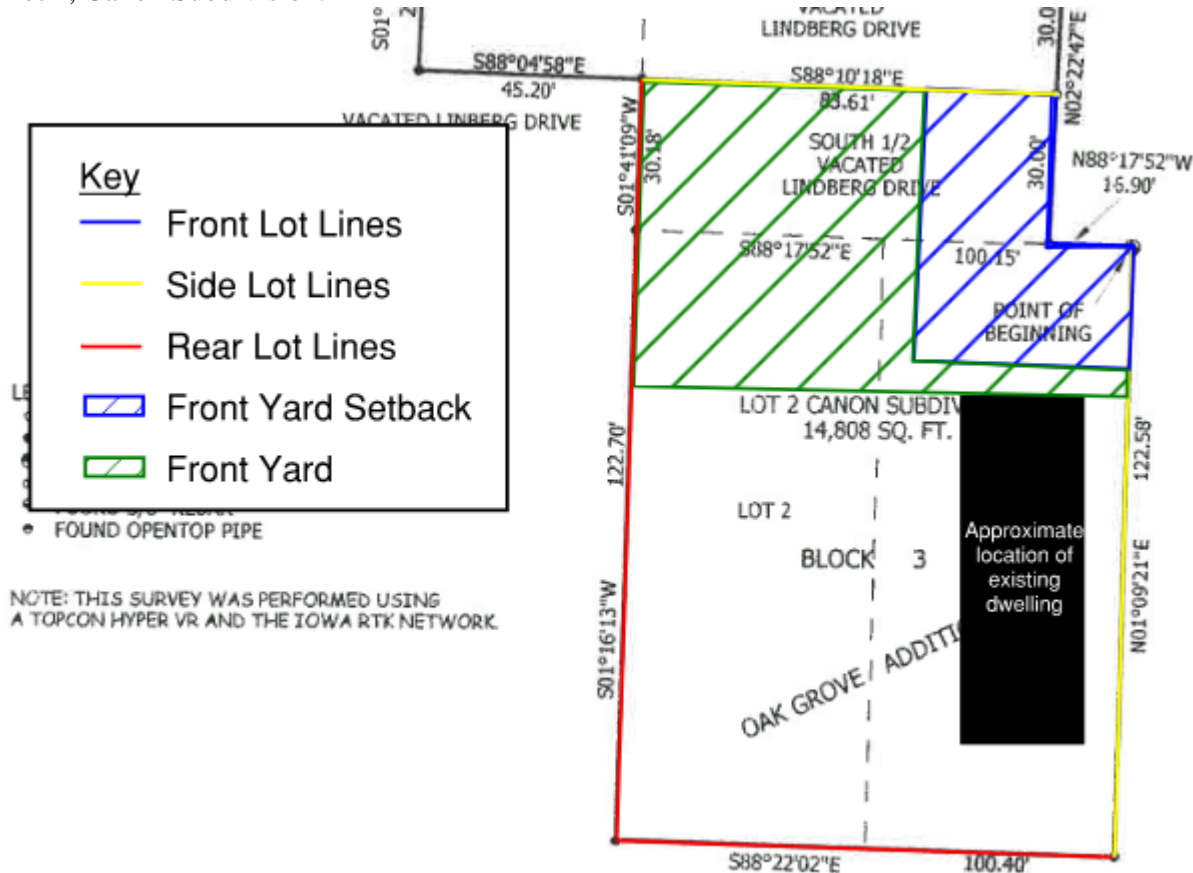
B. The proposed subdivision is consistent with the purpose and intent of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) as well as the purpose and intent of the Council Bluffs Subdivision and Zoning Ordinances.

C. The subject properties are zoned R-1/Single-Family Residential District. See the table below for the proposed subdivision's compliance with R-1 District minimum lot size requirements:

	Required	Proposed	
		Lot 1	Lot 2
<b>Minimum Interior Lot Size</b>	5,000 square feet	8,473 square feet	14,808 square feet
<b>Minimum Interior Lot Width</b>	50 feet	73.63 feet	*See note below table
<b>Minimum Lot Depth</b>	100 feet	121.57 feet	122.7 feet (as measured from the horizontal front lot line to the horizontal rear lot line)

\* Per Section 15.03.456 of the CBMC (Zoning Ordinance), "lot width" is defined as "the horizontal distance between the side lot line ordinarily measured parallel to the front lot line." Per Section 15.03.430, of the

CBMC (Zoning Ordinance), “lot line, front” is defined as “in the case of an interior lot, means the lot line separating the lot from the street other than an alley; in the case of a corner lot, ‘front lot line’ means the shortest lot line along a street other than an alley.” Proposed Lot 2 has an irregular shape which does not have an easily identifiable lot width, as per the above noted definitions. For the purpose of establishing required setbacks for proposed Lot 2, both lot lines abutting Lindberg Drive right-of-way shall be considered front lot lines. The image below identifies the lot line designations, front yard setback, and front yard for the proposed Lot 2, Canon Subdivision.



- All proposed lots will have direct access to a public street. Proposed Lot 1 will continue to have access off Hazel Street and Proposed Lot 2 will have access off Hazel Street and Lindberg Drive. Driveway placements shall conform to Public Works Department standards. No new public streets are proposed within this subdivision.
- Both proposed lots are currently developed and serviced with adequate utilities. Any cost to construct, extend, remove, and/or relocate any utilities within or to this subdivision shall be the sole responsibility of the developer, not the City of Council Bluffs.
- Any new off-street parking areas and driveways within the proposed subdivision shall be hard-surfaced paved and designed in accordance with the standards stated in Section 15.23, *Off-Street Parking, Loading and Unloading*, of the Council Bluffs Municipal Code (Zoning Ordinance).
- The subject property is not located within a floodzone.
- The following technical corrections shall be made to the final plat prior to being executed by the City of Council Bluffs:
  - The second line of the legal description shall state, “...together with a part of Lindberg Drive...”
  - The dedication statement shall state, “Know all men persons by...”
  - The Mayor’s name on the signature line shall read, “The Honorable Matthew J. Walsh”
  - “County Treasurer’s Certificate” should read “County Treasurer’s Certificate”

5. The County Treasurer's Certificate should read "...against the **property**..." and "...as shown on the record" of..."
6. The notary signature shall state "NOTARY PUBLIC IN AND FOR SAID STATE"
7. The standard dedication of public easements shall appear on the final plat as stated below:  
*A perpetual easement is reserved for storm drainage and the installation and maintenance of utilities 5 feet wide along each side of interior lot lines and 10 feet in width along all front and rear lot lines:*

***ERECTION OF STRUCTURES PROHIBITED:** Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the City Engineer, provided however grantor shall have the right to place and maintain a surfaced roadway over and within the Easement Area.*

***CHANGE OF GRADE PROHIBITED:** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.*

***RIGHT OF ACCESS:** City shall have the right of access to the Easement Area and have all right of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.*

***REMOVAL AND REPLACEMENT:** The cost of removal and replacement of any unauthorized improvement or structures within the Easement Area, necessitated by the exercise of the rights under this easement, shall be borne by the Grantor or their successors or assigns.*

***SURFACE RESTORATION:** City's liability to restore the surface within the Easement Area shall be limited only to grading and seeding, and replacement of grantors surfaced roadway.*

***DUTY TO REPAIR:** City agrees that any drain tile, drive or access way, fence, or yard or other improvements outside of the Easement Area which may be damaged as a result of any entry made through an exercise of the City's right of access shall be repaired at no expense to Grantor.*

***EASEMENT RUNS WITH LAND:** This easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.*

8. The Community Development Director's Signature Line shall state "Courtney Harter".
9. Additional signatory lines shall be added for the owners of the properties.
10. The permanent and perpetual utility easement over the vacated portion of Lindberg Drive (Case #SAV-25-001 and #SAV-19-005) shall be shown on the final plat.
11. If no private covenants are proposed to be recorded separately of the final plat a statement noting such shall be made on the plat.

The Council Bluffs Public Works Department stated they have a sanitary sewer line that runs through the vacated section of Lindberg Drive, for which an easement was retained as a part of the vacation of said portion of Lindberg Drive. The final plat shall show said easement.

The Council Bluffs Police Department stated they have no comment on the request.

Council Bluffs Water Works stated they have no comment on the requests.

MidAmerican Energy stated they have no concerns regarding the proposed subdivision and noted that the developers or their agents should contact MidAmerican Energy directly to discuss any costs and responsibilities that may be associated with the project.

#### **Recommendation**

The Community Development Department recommends final plat approval of a two-lot residential subdivision to be known as Canon Subdivision, being a replat of Lot 9, Block 1 and Lots 1 and 2, Block 3, Oak Grove Addition, together with a part of vacated Lindberg Drive adjacent, City of Council Bluffs, Pottawattamie County, Iowa, more particularly described in Attachment 'A,' subject to all comments stated above and the following conditions:

- A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Director.
- B. The applicant shall obtain all required City approvals prior to installation of any hard-surface pavement or right-of-way improvements.
- C. The final plat shall conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
- D. All technical corrections discussed in the staff report shall be incorporated in the final plat prior to being executed by the City.

#### **Attachments**

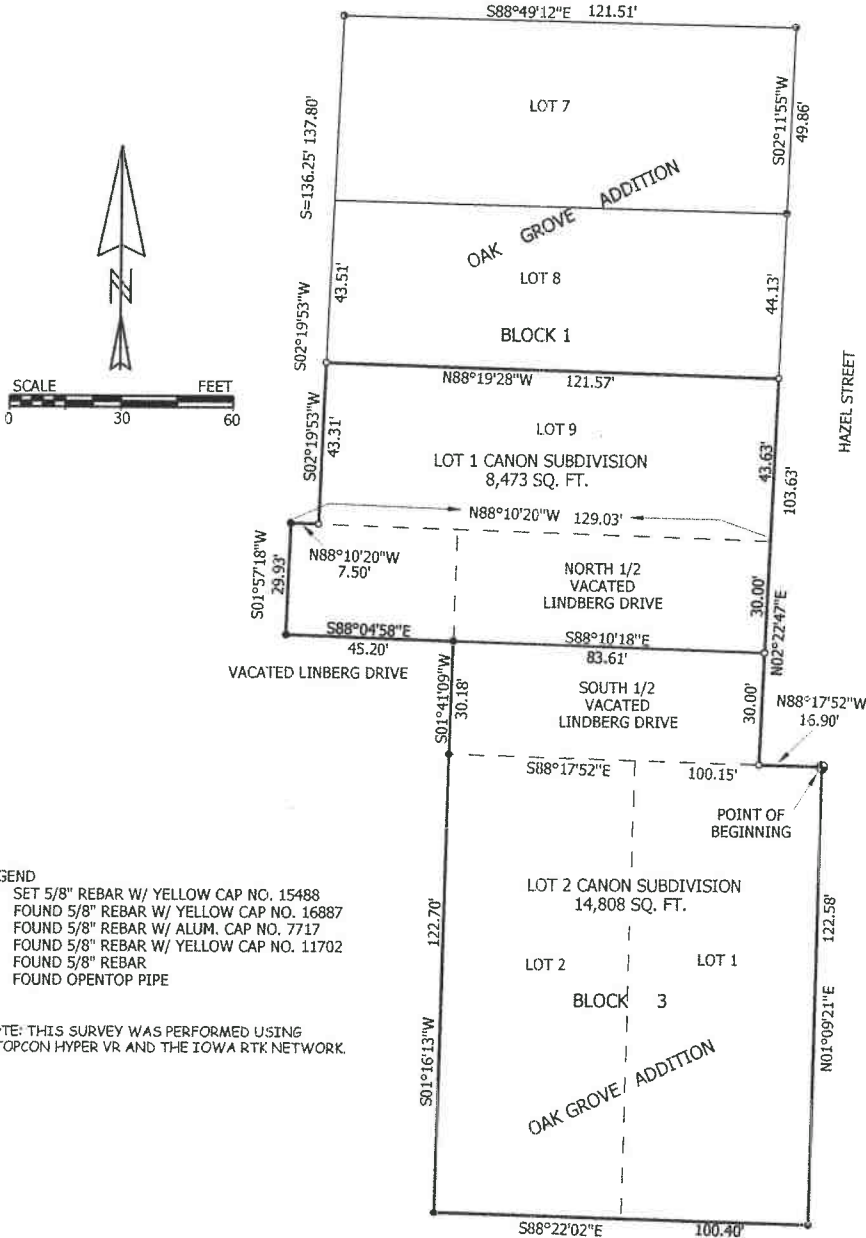
Attachment A: Proposed Canon Subdivision Final Plat  
Attachment B: Location/zoning map

Prepared by: Haley Weber, Planner, Community Development Department

RECORDER'S INDEX:  
COUNTY: POTTAWATTAMIE  
CITY: COUNCIL BLUFFS  
SUBDIVISION: OAK GROVE ADDITION  
BLOCKS: 1 & 3  
LOTS: LOT 9 BLOCK 1 / LOTS 1 & 2 BLOCK 3  
PROPRIETOR: MURRAY, DEVON P J /  
CROOKHAM, JOHN S - RAMONA C TRUST  
REQUESTED BY: PARKER SMITH  
SURVEYOR: LONNIE R. MAYBERRY  
COMPANY: LAND SURVEYING SERVICES, INC.  
12 N. WALNUT ST. GLENWOOD, IA. 51534  
712-527-3509

PREPARED BY: LAND SURVEYING SERVICES, INC. 12 N. WALNUT ST. BOX 408 GLENWOOD, IA. 51534 (712)-527-3509

CANON SUBDIVISION  
NAME OF PROPRIETOR: MURRY, DEVON P J / CROOKHAM, JOHN S - RAMONA C TRUST



- LEGEND
- SET 5/8" REBAR W/ YELLOW CAP NO. 15488
  - FOUND 5/8" REBAR W/ YELLOW CAP NO. 16887
  - FOUND 5/8" REBAR W/ ALUM. CAP NO. 7717
  - FOUND 5/8" REBAR W/ YELLOW CAP NO. 11702
  - FOUND 5/8" REBAR
  - FOUND OPENTOP PIPE

NOTE: THIS SURVEY WAS PERFORMED USING  
A TOPCON HYPER VR AND THE IOWA RTK NETWORK.



I hereby certify that this land surveying document was prepared and the related  
survey work was performed by me or under my direct personal supervision and  
that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

**REVIEW COPY**

Lonnie R. Mayberry

Date

License Number 15488

My license renewal date is December 31, 2025.

Sheets covered by this seal: Sheet 1 of 1.

Date of Field Survey: April, 2025.

Legal Description

A parcel of land located in Lot 9 of Block 1 also part of Lots 1 and 2 in Block 3 all in Oak Grove Addition in the City of Council Bluffs, Pottawattamie County, Iowa, together with a part of vacated Linberg Drive all being more fully described as follows:  
Commencing at the Northeast Corner of said Lot 1 in Block 3 of Oak Grove Addition and the Point of Beginning; thence N88°17'52"W along the North line of said Lot 1 a distance of 16.90 feet to the Westerly extension line of the Westerly right of way of Hazel Street; thence N02°22'47"E along said right of way a distance of 103.63 feet to the Northeast Corner of said Lot 9 of Block 1 of Oak Grove Addition; thence N88°19'28"W along the North line of said Lot 9 a distance of 121.57 feet to the Northwest Corner of said Lot 9; thence S02°19'53"W along the West line of said Lot 9 a distance of 43.31 feet to the Southwest Corner of said Lot 9; thence N88°10'20"W a distance of 7.50 feet; thence S01°57'18"W a distance of 29.93 feet to the Southwest Corner of said Lot 9; thence N88°10'20"W a distance of 7.50 feet; thence S01°57'18"W a distance of 29.93 feet; thence S88°04'58"E a distance of 45.20 feet; thence S01°41'09"W a distance of 30.18 feet to the Northwest Corner of said Lot 2 of Block 3, thence S01°16'13"W along the West line of said Lot 2 a distance of 122.70 feet to the Southwest Corner of said Lot 2; thence S88°22'02"E along the South line of said Lot 1 and 2 a distance of 100.40 feet to the Southeast Corner of said Lot 1; thence N01°09'21"E along the East line of said Lot 1 a distance of 122.58 feet to the Point of Beginning.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT I, DEVON P J MURRAY AND JOHN S CROOKHAM, BEING THE OWNER, OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS CANON SUBDIVISION, AND I DO HEREBY RATIFY AND APPROVED OF THIS DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT.

A PERPETUAL EASEMENT IS RESERVED FOR STORM DRAINAGE AND THE INSTALLATION AND MAINTENANCE OF UTILITIES 5 FEET WIDE ALONG EACH SIDE OF INTERIOR LOT LINES AND 10 FEET IN WIDTH ALONG ALL FRONT AND REAR LOT LINES

ERECTION OF STRUCTURES PROHIBITED: GRANTOR SHALL NOT ERECT ANY STRUCTURE OVER OF WITHIN THE EASEMENT AREA WITHOUT THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER, PROVIDED HOWEVER GRANTOR SHALL HAVE THE RIGHT TO PLACE AND MAINTAIN A SURFACED ROADWAY OVER AND WITHIN THE EASEMENT AREA.

CHANGE OF GRADE PROHIBITED: GRANTOR SHALL NOT CHANGE THE GRADE, ELEVATION OF CONTOUR OF ANY PART OF EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.

RIGHT OF ACCESS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHTS OF INGREE AND EGREE REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA AS HERE IN DESCRIBED.

REMOVAL AND REPLACEMENT: THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY THE GRANTOR OR THEIR SUCCESSORS OR ASSIGNS.

SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN EASEMENT AREA SHALL BE LIMITED ONLY TO GRADING AND SEEDING, AND REPLACEMENT OF GRANTORS SURFACED ROADWAY.

DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, OR YARD OR OTHER IMPROVEMENTS OUTSIDE OF THE EASEMENT AREA WHICH MAYBE BE DAMAGED AS A RESULT IF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO GRANTOR.

EASEMENT RUNS WITH LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON GRANTOR AND ON GRANTOR'S SUCCESSORS AND ASSIGNS

ACKNOWLEDGEMENT OF NOTARY

STATE OF IOWA  
COUNTY OF POTTAWATTAMIE)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025 BY

NOTARY PUBLIC

APPROVAL OF COUNCIL BLUFF CITY COUNCIL

THIS FINAL PLAT OF CANON SUBDIVISION WAS APPROVED BY THE COUNCIL BLUFFS IOWA CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

MATT WALSH, MAYOR

ATTEST:  
JODI QUAKENBUSH, CITY CLERK

APPROVAL OF COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT

THIS FINAL PLAT OF CANON SUBDIVISION WAS APPROVED BY THE COUNCIL BLUFFS COMMUNITY DEVELOPMENT DEPARTMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

COURYNEY HARTER, DIRECTOR

COUNTY TREASURER'S CERTIFIACATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OF SPECIAL TAXES, DUE OR DELINQUENT, AGAINST THE PORPERY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN ON THE RECIRD OF THIS OFFICE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

LEA VOSS, POTTAWATTAMIE COUNTY TREASURER


SURVEY- PART OF LINDBERG DRIVE NORTH OF LOTS 1 & 2  
BLOCK 3 OAK GROVE ADDITION & SOUTH OF LOT 9 OF  
BLOCK 1 OAK GROVE ADDITION CITY OF COUNCIL BLUFFS,  
POTTAWATTAMI COUNTY, IOWA.  
SCALE: 1"=30' DATE: APRIL, 2025 DRAWN BY: RSF  
REQUESTED BY: PARKER SMITH  
724 HAZEL STREET COUNCIL BLUFF, IA 51503  
DRAWING NO. PSMITH.ZAK

# CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION

## CASE #SUB-25-003 LOCATION/ZONING MAP

### Attachment B

#### Legend

 Subject Property Case  
#SUB-25-003

0 30 60



1 inch = 50 feet

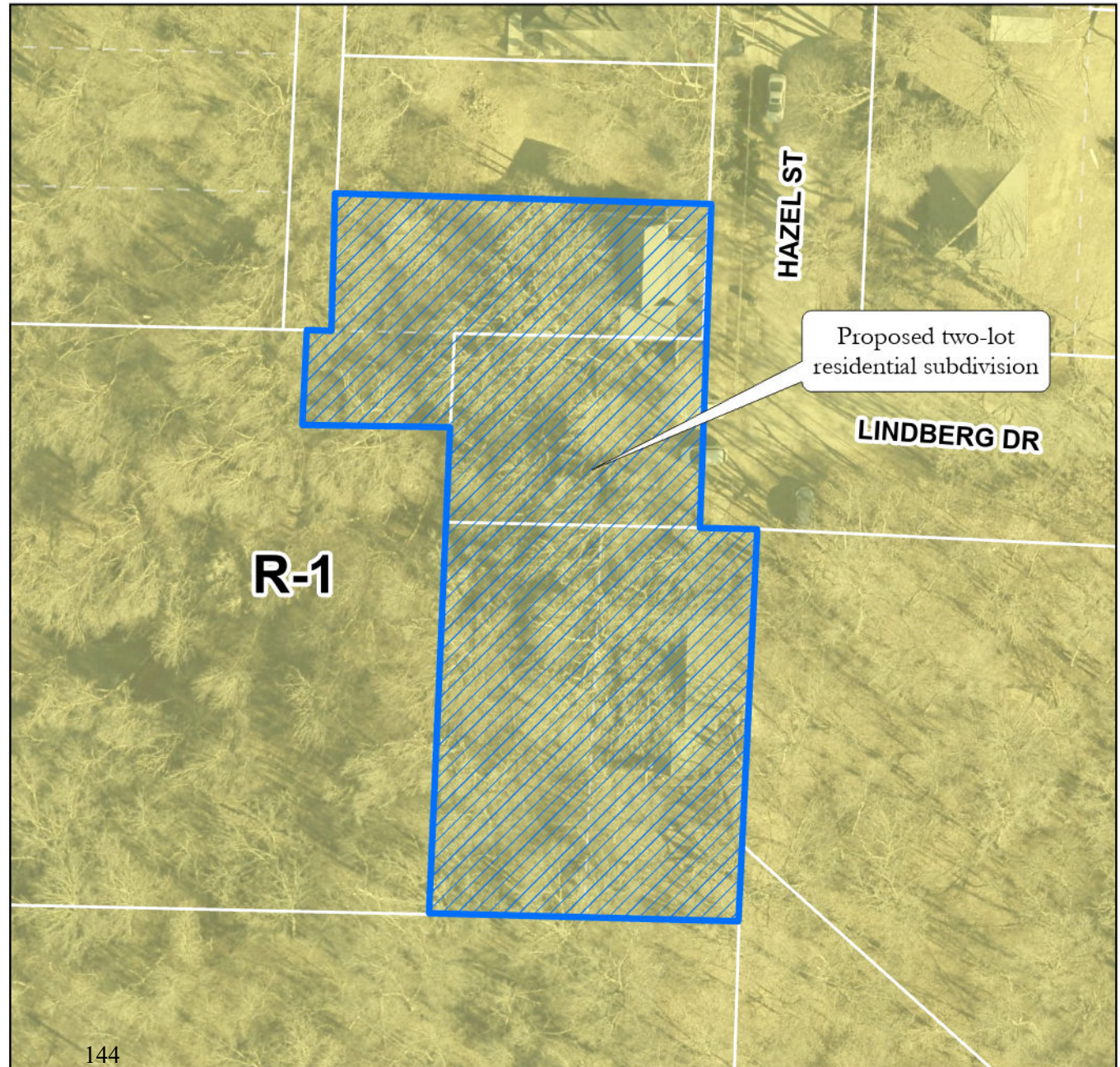


Last Amended: 4/16/2025



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

**DISCLAIMER**  
This map is prepared and compiled from City documents, plans and other public records data. Users of this map are hereby notified that the City expressly disclaims any and all responsibility for errors, if any, in the information contained on this map of the nature 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.



**RESOLUTION NO. 25-134**

**A RESOLUTION GRANTING FINAL PLAT APPROVAL OF A TWO-LOT RESIDENTIAL SUBDIVISION TO BE KNOWN AS CANON SUBDIVISION, BEING A REPLAT OF LOT 9, BLOCK 1 AND LOTS 1 AND 2, BLOCK 3, OAK GROVE ADDITION, TOGETHER WITH A PART OF VACATED LINDBERG DRIVE ADJACENT, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED IN ATTACHMENT ‘A.’**

**WHEREAS,** Parker Smith and Bill Somer are requesting this final plat approval on land located at 724 Hazel Street and 625 Lindberg Drive consisting of 0.53 acres (more/less); and

**WHEREAS,** All comments received are outlined in the attached City Council Communication and its Attachments; and

**WHEREAS,** The Community Development Department recommends final plat approval of a two-lot residential subdivision to be known as Canon Subdivision, being a replat of Lot 9, Block 1 and Lots 1 and 2, Block 3, Oak Grove Addition, together with a part of vacated Lindberg Drive adjacent, City of Council Bluffs, Pottawattamie County, Iowa, more particularly described in Attachment ‘A,’ subject to all comments stated above and the following conditions:

- A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Director.
- B. The applicant shall obtain all required City approvals prior to installation of any hard-surface pavement or right-of-way improvements.
- C. The final plat shall conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
- D. All technical corrections discussed in the staff report shall be incorporated in the final plat prior to being executed by the City.

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

That the request for final plat approval of a two-lot residential subdivision to be known as Canon Subdivision, being a replat of Lot 9, Block 1 and Lots 1 and 2, Block 3, Oak Grove Addition, together with a part of vacated Lindberg Drive adjacent, City of Council Bluffs, Pottawattamie County, Iowa, more particularly described in Attachment ‘A’, is hereby approved.

**BE IT FURTHER RESOLVED**

That the Mayor and City Clerk are hereby authorized and directed to endorse the final plat.

ADOPTED  
AND  
APPROVED

May 19, 2025.

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

\_\_\_\_\_  
Mayor

Attest:

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

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

## Council Communication

Department: Community  
Development

Case/Project No.:

Submitted by: Courtney Harter,  
Director, Community Development  
Department

Resolution 25-135  
ITEM 5.C.

Council Action: 5/19/2025

### Description

Resolution approving and authorizing execution of a Second Amended and Restated Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and Spin Lofts, LLC, and the conveyance of real property to Spin Lofts, LLC thereunder.

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	5/9/2025
Development Agreement	Agreement	5/9/2025
Resolution 25-135	Resolution	5/15/2025

### Council Communication

Department: Community Development	Resolution No.: 25 -	Public Hearing: May 19, 2025
<b>Subject/Title</b> Resolution proposal to enter into a purchase, sale and development agreement with Spin Lofts, LLC for the construction of a multi-family housing development.		
<b>Background/ Discussion</b> <u>Background</u> In 2009, the City began acquisition and demolition of structures on the 3.0 acres of land located at 21 <sup>st</sup> Avenue and South 6 <sup>th</sup> Street utilizing Community Development Block Grant (CDBG) and Neighborhood Stabilization (NSP) funds. The properties were considered blighted and/or in foreclosure at the time. In 2022, the City received a grant for \$904,336 to complete the needed infrastructure and site work to assist in the creation of a new multi-family project. Because CDBG funds were used, 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). <u>Discussion</u> 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. 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”). The City is updating the agreement with the following terms: \$800,000 HOME Investment Partnership Program funds and \$700,000 HOME-ARP funds. Additionally, the land value of \$100,000 will be forgiven upon issuance of Certificate of Occupancy.		
<b>Recommendation</b> The Community Development Department approval of the development and authorizing the Mayor to execute the Development Agreement with Spin Lofts, LLC.		
<b>Attachments</b> Draft Development Agreement Resolution		

SECOND AMENDED AND RESTATED  
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF COUNCIL BLUFFS, IOWA

AND

SPIN LOFTS, LLC

\_\_\_\_\_, 2025

AGREEMENT FOR  
PRIVATE DEVELOPMENT

THIS SECOND AMENDED AND RESTATED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called "Agreement") is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (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 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

(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, the City and Owner entered into an Amended and Restated Purchase, Sale, and Development Agreement dated March 25, 2024 (“First Amended and Restated Agreement”), pursuant to which the Owner was to acquire the Development Property from the City by no later than January 31, 2025 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 First Amended and Restated Agreement were not satisfied, thereby causing the First Amended and Restated Agreement to automatically terminate pursuant to its terms; and

WHEREAS, Owner and the City intend for this Second Amended and Restated Agreement to replace the First Amended and Restated 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 Second 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 21<sup>st</sup> Avenue east of S. 6<sup>th</sup> Street to City standards for a paved public road, each as contemplated by the Original Agreement.

Code means the Code of Iowa, 2025, 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.

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, 2029. 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, 2026 (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 substantially 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 of its intent to sell, 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 Development 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. The parties acknowledge and agree that the City completed the City Improvements in support of the Project pursuant to the terms of the Original Agreement,. 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 that is 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, the First Amended and Restated 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, 2026 if the Closing has not occurred on or before this date; (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 \_\_\_\_\_, 2025, 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 Second 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 \_\_\_\_\_, 2025, 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 officer 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 Second 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

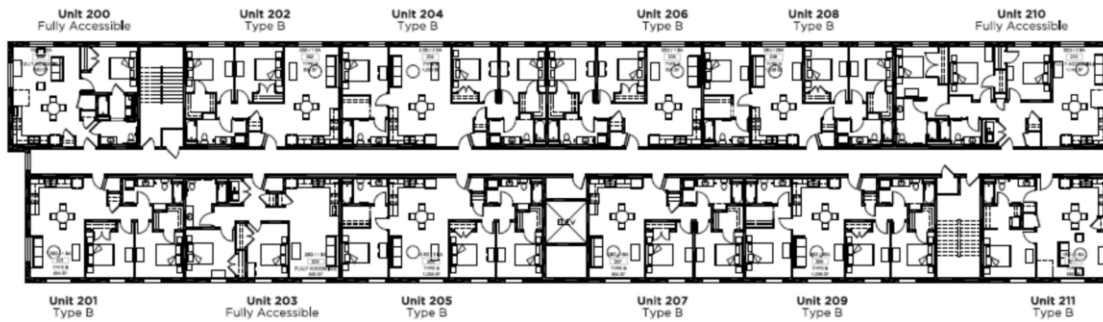
(4 pages)



Exhibit A-2

Execution Version

## Floor Plans



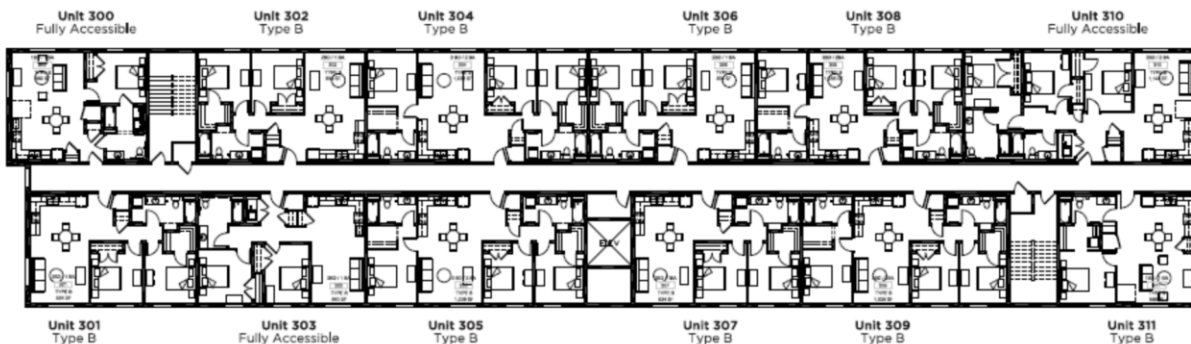
### Second Floor

<b>Unit Mix:</b>		
200 1-Bed	680 SF	Fully Accessible
201 2-Bed	834 SF	
202 2-Bed	834 SF	
203 2-Bed	840 SF	Fully Accessible
204 3-Bed	1038 SF	
205 3-Bed	1038 SF	
206 2-Bed	834 SF	
207 2-Bed	834 SF	
208 3-Bed	1038 SF	
209 3-Bed	1038 SF	
210 3-Bed	1144 SF	Fully Accessible
211 1-Bed	686 SF	
<b>Total</b>	<b>11,138 NSF Residential</b>	

ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S. 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.15 | 6

## Floor Plans

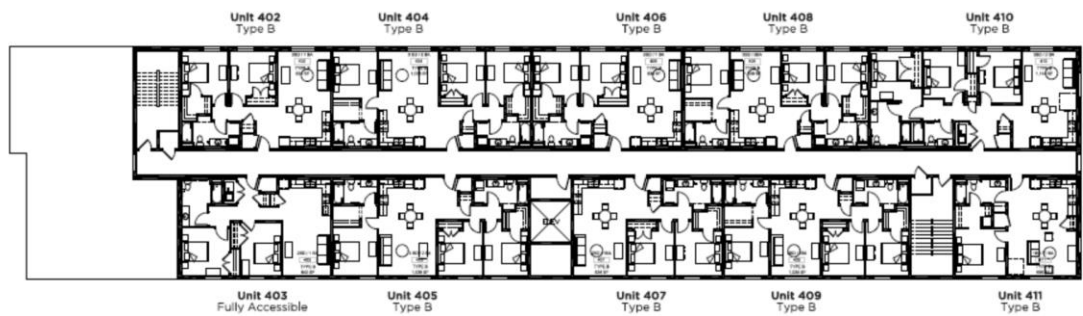


### Third Floor

<b>Unit Mix:</b>		
200 1-Bed	680 SF	
201 2-Bed	834 SF	
202 2-Bed	834 SF	
203 2-Bed	840 SF	
204 3-Bed	1038 SF	
205 3-Bed	1038 SF	
206 2-Bed	834 SF	
207 2-Bed	834 SF	
208 3-Bed	1038 SF	
209 3-Bed	1038 SF	
210 3-Bed	1144 SF	
211 1-Bed	686 SF	
<b>Total</b>	<b>11,138 NSF Residential</b>	

ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S. 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.15 | 7

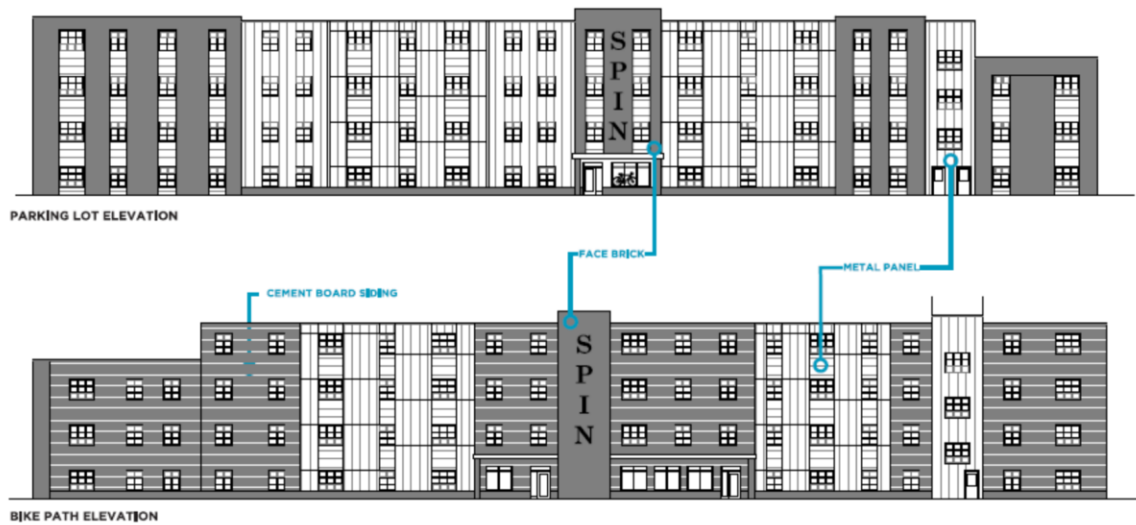


Fourth Floor

<b>Unit Mix:</b>	
402 2-Bed	834 SF
403 2-Bed	840 SF
404 3-Bed	1038 SF
405 3-Bed	1038 SF
406 2-Bed	834 SF
407 2-Bed	834 SF
408 3-Bed	1038 SF
409 3-Bed	1038 SF
410 3-Bed	1144 SF
411 1-Bed	686 SF
<b>Total</b>	<b>9,624 NSF Residential</b>

ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S, 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.15 | 8



ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S, 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.15 | 9

Exterior Elevations



ALLEY POYNER MACCHETTO ARCHITECTURE

SPIN LOFTS | 5, 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.25 | 10

EXHIBIT B  
MEMORANDUM OF SECOND 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 \_\_\_\_\_, 2025, make, execute, and deliver a Second Amended and Restated Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Owner agreed, in accordance with the terms of the Agreement, to purchase, 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;
- 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

Exhibit B-1

*Execution Version*

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 \_\_\_\_\_, 2025 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, the City and Owner previously entered into an Amended and Restated Purchase, Sale, and Development Agreement dated March 25, 2024 (“First Amended and Restated Agreement”), pursuant to which the Owner was to acquire the Development Property from the City by no later than January 31, 2025; and

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

WHEREAS, Owner and the City intend for the Agreement to replace the Original Agreement and the First Amended and Restated Agreement in their entirety.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Second 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.

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 Second 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

Exhibit B-2

*Execution Version*

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 Second Amended and Restated Purchase, Sale, and Development Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

*[Remainder of 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 \_\_\_\_\_, 2025, 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 Second 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 \_\_\_\_\_, 2025, 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 officer 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 Second Amended and Restated Purchase, Sale, and Development Agreement – Spin Lofts, LLC]*

**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 \$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:

See Exhibit A. *[legal description to be attached upon execution]*

**This transfer is exempt from transfer tax under Iowa Code Chapter 428A.2(6).**

*There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.*

This Deed is subject to all the terms, provisions, covenants, conditions, and restrictions contained in the Second Amended and Restated Purchase, Sale, and Development Agreement by and between Grantor and Grantee dated \_\_\_\_\_, 2025 (“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

Exhibit C-1

*Execution Version*

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.

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.

181

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 \_\_\_\_\_, 2025, make, execute, and deliver a Second 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.

(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

4927-0631-4042-1\10342-101

**Resolution 25-135**

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF COUNCIL BLUFFS, IOWA**

May 19, 2025

7:00 P.M.

- Public hearing on the proposal to convey real property to Spin Lofts, LLC, pursuant to a proposed Second Amended and Restated Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and Spin Lofts, LLC
- Resolution approving and authorizing execution of a Second Amended and Restated Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and Spin Lofts, LLC, and the conveyance of real property to Spin Lofts, LLC thereunder

**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.**

May 19, 2025

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

\_\_\_\_\_

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

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

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed conveyance of an interest in real property pursuant to a proposed Second Amended and Restated Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and Spin Lofts, LLC, and that notice of the proposed action had been published pursuant to the provisions of Section 362.3 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SECOND AMENDED AND RESTATED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND SPIN LOFTS, LLC, AND THE CONVEYANCE OF REAL PROPERTY TO SPIN LOFTS, LLC THEREUNDER", 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 \_\_\_\_\_, 2025, 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. 25-135

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A SECOND AMENDED AND RESTATED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND SPIN LOFTS, LLC, AND THE CONVEYANCE OF REAL PROPERTY TO SPIN LOFTS, LLC THEREUNDER

WHEREAS, the City of Council Bluffs, Iowa ("City") and Spin Lofts, LLC ("Owner") entered into a Purchase, Sale, and Development Agreement on June 13, 2022 ("Original Agreement") in which the Owner 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, 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, the City and Owner entered into an Amended and Restated Purchase, Sale, and Development Agreement dated March 25, 2024 ("First Amended and Restated Agreement"), pursuant to which the Owner was to acquire the Development Property from the City by no later than January 31, 2025 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 First Amended and Restated Agreement were not satisfied, thereby causing the First Amended and Restated Agreement to automatically terminate pursuant to its terms; and

WHEREAS, the City and Owner desire to amend and restate the terms of the First Amended and Restated Agreement by a proposed Second Amended and Restated Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and the Owner, which would replace the First Amended and Restated Agreement and provide that the City would convey the Development Property to the Owner for the purchase price of \$100,000 and the Owner would construct certain Minimum Improvements (including Housing Units) on the Development Property; and

WHEREAS, pursuant to notice published as required by law, the City Council of the City of Council Bluffs on the 19<sup>th</sup> day of May, 2025, held a hearing on the proposal to convey an interest in real property pursuant to the Agreement, and the extent of objections received from residents or property owners as to said proposed transaction has been fully considered; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That the real property described herein shall be conveyed by the City to Spin Lofts, LLC for \$100,000 and other good and valuable consideration, subject to the terms and conditions of the Agreement.

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

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2025.

---

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 20<sup>th</sup> day of May, 2025.

City Clerk, City of Council Bluffs, State of  
Iowa

(SEAL)

## Council Communication

Department: Community  
Development

Case/Project No.:

Submitted by: Courtney Harter,  
Director, Community Development  
Department

Resolution 25-136  
ITEM 5.D.

Council Action: 5/19/2025

### Description

Resolution making final determination on potential sale of interest in real property and approving and authorizing execution of a Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and WE Roost, LLC within the West Broadway Urban Renewal Area.

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	5/9/2025
Development Agreement	Agreement	5/9/2025
Resolution 25-136	Resolution	5/15/2025

## Council Communication

Department: Community Development Case/Project No.:	Ordinance No.: N/A  Resolution No.: 25-	Public Hearing: 5-19-2025
<b>Subject/Title</b>		
Resolution approving the proposal to enter into a purchase, sale and development agreement with WE Roost, LLC (Hoppe & Son, LLC)		
<b>Location</b>		
2800 Block between 1 <sup>st</sup> and 2 <sup>nd</sup> Avenue		
<b>Background/Discussion</b>		
<p><u>Background</u></p> <p>On September 9, 2024, the Council Bluffs City Council approved Resolution No. 24-239 which authorized the Community Development Department to release a Request for Proposals (RFP) for City-owned property in the 2800 block between 1<sup>st</sup> and 2<sup>nd</sup> Avenue. Hoppe Development of Lincoln, Nebraska proposed an 89-unit mixed-income multi-family rental housing project that will serve households at 50% MFI, 60% MFI and market rate to meet the required 51% affordable units as required for the Community Development Block Grant (CDBG) funds previously used on the site. The developer does not anticipate applying for LIHTC.</p> <p><u>Discussion</u></p> <p>The Staff wishes to enter into a development agreement with Hoppe Development's subsidiary WE Roost, LLC to proceed with the project. Having site control is required for the Workforce Housing Tax Credit (WHTC) program.</p> <p>The proposed development agreement has the following terms:</p> <ul style="list-style-type: none"> <li>• The Developer commits to 51% of the units being rented to persons at or below 80% MFI for a period of 10 years.</li> <li>• The City agrees to provide the lot cost of \$415,000 as a forgivable mortgage to be forgiven over a term of 10 years to match the required affordability period for CDBG.</li> <li>• The City will establish an Urban Revitalization area to provide tax exemption of 100% on the new increment for a period of 10 years as outlined in the Consolidated Urban Revitalization Plan. Prior to the transfer of land, the Developer may approach the City requesting tax increment financing (TIF) instead of tax exemption but acknowledges they cannot receive both benefits and this change is subject to City Council approval.</li> </ul>		
<b>Staff Recommendation</b>		
Staff recommends approval of the proposal to enter into a purchase, sale and development agreement with WE Roost, LLC (Hoppe Development)		
<b>Attachments</b>		
1) Resolution 2) Draft Development Agreement		

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF COUNCIL BLUFFS, IOWA

AND

WE ROOST, LLC

\_\_\_\_\_, 2025

AGREEMENT FOR  
PRIVATE DEVELOPMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called “Agreement”) is made on or as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (hereinafter called “City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2025, as amended (hereinafter called “Urban Renewal Act”) and WE ROOST, LLC, a Nebraska limited liability company, having offices for the transaction of business at 1620 S. 84<sup>th</sup> Street, Lincoln, NE 68506 ( “Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken a program for the development of a blighted area in the City and, in this connection, is engaged in carrying out urban renewal projects in an area known as the West Broadway Urban Renewal Area (the “Area” or “Urban Renewal Area”) as described in the West Broadway Urban Renewal Plan (“Plan” or “Urban Renewal Plan”), which Plan has subsequently been amended several times, most recently by the adoption of a 2024 Amendment to the Plan, adopted on November 4, 2024, and which Plan, as amended, is on file in the office of the Recorder of Pottawattamie County, Iowa; and

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

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

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

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

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

WHEREAS, Developer has applied for Workforce Housing Tax Credits and Brownfield/Grayfield Tax Credits for the Project from the Iowa Finance Authority; and

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

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

## ARTICLE I. DEFINITIONS

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

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

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

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

City Mortgage means the mortgage to be provided by the Developer to the City on the Development Property, in substantially the form attached as Exhibit E, as further described in Section 3.3.

Code means the Code of Iowa, 2025, as amended.

Commencement Date means the date the Agreement becomes legally enforceable and valid, being the date that the Agreement has been executed by all parties to the Agreement, determined as the latest date of execution by one of the Parties.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means the County of Pottawattamie, Iowa.

Developer means WE Roost, LLC, a Nebraska limited liability company, and its permitted successors and assigns.

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

Effective Date means the date of this Agreement.

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

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

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

LMI Housing Unit means a multifamily housing unit that is affordable to families, including single person households, who earn no more than eighty percent (80%) of the higher of the median family income of Pottawattamie County or the state-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

Minimum Improvements means a 2.54 acre multi-family development with no fewer than 85 multi-family Housing Units (of which, at least 51% of the units shall qualify as LMI Housing Units), and related site improvements to be constructed on the Development Property, as more particularly described in Exhibits A and A-1 to this Agreement. For the avoidance of doubt, the proposed bike pump track depicted in Exhibit A-1 is not part of the Minimum Improvements.

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

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

Ordinance means the Ordinance of City under which the taxes levied on the taxable portion of the Development Property shall be divided and a portion paid into the West Broadway Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

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

Promissory Note means the promissory note to be provided by the Developer to the City, in substantially the form attached as Exhibit D, as further described in Section 3.3.

State means the State of Iowa.

State Agreement means the agreement(s) that Developer may enter into with the Iowa Finance Authority related to Developer's receipt of Workforce Housing Tax Credits and/or Brownfield/Grayfield Tax Credits in connection with the Project.

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

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

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

acts of terrorism, riots, or other civil or military disturbances; epidemics or pandemics recognized by the World Health Organization affecting the parties hereof; loss or malfunction of utilities, computer or telephone communication service, or similar technology or services for more than thirty days; inability of the parties to obtain labor, material, equipment, or transportation necessary to the Project; litigation commenced by third parties; or the acts of any federal, State, or local governmental unit (other than City with respect to City's obligations), including any unreasonable delays by the United States Department of Housing and Urban Development and/or the Iowa Finance Authority with respect to processing any timely-filed applications by Developer for the Project.

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

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

Urban Revitalization Plan means the Amended and Restated Consolidated Urban Revitalization Plan adopted by the City's City Council on April 1, 2024, as subsequently amended.

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

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

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City

only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

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

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

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

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

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

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

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

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

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

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

i. Developer expects that, barring Unavoidable Delays and subject to the provisions of Section 4.3, construction of the Minimum Improvements shall commence (evidenced by the issuance of building permits) on or before June 30, 2026 and shall be completed on or before December 31, 2027.

j. Developer anticipates that the construction of the Minimum Improvements will require a total investment of approximately \$18,000,000.

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

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

a. Developer has been approved to receive Workforce Housing Tax Credits and/or Brownfield/Grayfield Tax Credits for the Project from the Iowa Finance Authority; and

b. Developer is in material compliance with all terms of this Agreement; and

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

Section 3.2. Transfer of Development Property. For the purchase price of \$415,000 (the "Purchase Price") and other consideration, including the obligations being assumed by Developer under this Agreement, City agrees to sell, and Developer agrees to purchase, the Development Property, including all improvements, streets, alleys, rights-of-way and appurtenances thereto, subject to easements and appurtenant servient estates and any zoning and other ordinances and further subject to the Reversionary Right described in Section 3.12. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by City pursuant the Iowa Code. The Purchase Price shall be financed by City and payable by Developer in the form of the Forgivable Loan from City to Developer, as detailed in Section 3.3. Developer shall not be required to issue payment to City for the

Purchase Price of the Development Property prior to transfer of the Development Property but shall instead execute the Promissory Note as described below.

Section 3.3. Forgivable Loan for Purchase Price; Promissory Note and City Mortgage.

a. Forgivable Loan. For and in consideration of the obligations being assumed by Developer hereunder, City agrees to make a forgivable loan to Developer in the amount of Four Hundred Fifteen Thousand Dollars (\$415,000) (the “Forgivable Loan”) at Closing to be used for the purpose of paying the Purchase Price, subject to the following terms and conditions:

- i. City and Developer shall have executed this Agreement;
- ii. Developer shall have executed a promissory note in an amount equal to the amount of the Forgivable Loan, in the form attached as Exhibit D (the “Promissory Note”), and the mortgage in favor of the City in the form attached as Exhibit E (the “City Mortgage”); and
- iii. No Event of Default under this Agreement shall have occurred and be continuing past applicable cure periods.

b. Forgiveness of Forgivable Loan. The Forgivable Loan shall be forgiven over a period of ten (10) years, with one-tenth (1/10) of the initial Forgivable Loan amount forgiven annually, beginning on the first anniversary of the issuance of a final Certificate of Occupancy for the entirety of the Minimum Improvements and continuing on each subsequent anniversary date, subject to and conditioned upon satisfaction of the following conditions:

- i. Developer’s completion of construction of the Minimum Improvements by the deadline established under the provisions of Section 4.3, subject to Unavoidable Delays, consistent with this Agreement;
- ii. Developer shall have timely paid all property taxes that are due and owing on the Development Property as of the date such property taxes became delinquent;
- iii. Developer shall be leasing the Minimum Improvements consistent with the requirements of Section 6.6 and shall be submitted appropriate documentation verifying compliance with Section 6.6’s obligations in connection with the Annual Certification required under Section 6.7; and
- iv. No Event of Default under this Agreement, or the State Agreement shall have occurred, subject to applicable cure periods.

Upon occurrence of an Event of Default that is not cured in the 30-day period provided for in Section 10.1, if the Forgivable Loan has not yet been forgiven and the Promissory Note has not yet been cancelled, in addition to all other remedies available to City in Section 10.2, City may immediately demand repayment of the Forgivable Loan and the entirety of the then-outstanding balance of the Promissory Note will become immediately due and payable thirty (30) days after City gives written notice to Developer of such demand for repayment. In the event City accelerates the debt secured by the Promissory Note as provided above, and Developer fully and timely satisfies repayment of such debt,

Developer shall retain fee simple title to the Development Property without further obligation under the Promissory Note, Forgivable Loan or this Agreement. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due.

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

d. City Mortgage. As security for the repayment of the Loan, Developer shall execute the City Mortgage and shall pay the costs of recording the City Mortgage against the Development Property. Furthermore, Developer shall obtain subordination agreements from any holders of mortgages or liens preceding the City Mortgage, excluding up to one mortgage or lien related to Developer's construction and permanent financing for the Project, such that the City Mortgage shall be in a position of second priority on the Development Property. The City shall provide all subordination agreements required by the first lienholder, with respect to the single permitted first-priority mortgage or lien related to Developer's construction and permanent financing for the Project. Upon (i) forgiveness in full of the Forgivable Loan or (ii) the City's receipt of full repayment of the Forgivable Loan (or repayment of the amount of the Forgivable Loan that has not previously been forgiven), the City shall execute and provide to the Developer a recordable release and termination of the City Mortgage.

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

a. Within one hundred twenty (120) days after the Commencement Date, Developer may, at its sole cost and expense, conduct due diligence to assess the legal and physical condition of the Development Property, including without limitation, conducting physical inspections and environmental studies on the Development Property, procuring a title report or commitment for the Development Property, and procuring a survey of the Development Property. If such due diligence reveals, in Developer's sole and absolute discretion, conditions that inhibit Developer's ability to construct the Project or carry out its obligations under this Agreement, Developer shall provide written notice to City detailing such conditions. Within fifteen (15) days after receipt of such written notice, City shall respond via written notice to Developer whether and how such conditions can be cured prior to Closing. If any such conditions cannot be cured prior to Closing, or if the actions required to cure such conditions are unduly burdensome, costly or time-intensive, in Developer's sole and absolute discretion, Developer may terminate this Agreement via written notice to City without further rights, liabilities or obligations of City or Developer under this Agreement.

b. City's obligation to transfer title of the Development Property to Developer, and Developer's obligation to pay the Purchase Price to City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before October

1, 2025 (the “Closing Date”). Possession of the Development Property (“Possession”) shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to City’s possession shall be made as of the date of Possession. Developer shall pay the Purchase Price to City by executing the Promissory Note (subject to prorations, reductions, and credits as provided below). The transfer shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the Development Property, the filing of all title transfer documents, and City’s receipt of the executed Promissory Note and City Mortgage (“Closing”). All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 3.5. Real Estate Taxes and Special Assessments.

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

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

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

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

Section 3.8. Abstract and Title. The City does not have an abstract of title for the Development Property. Developer, at Developer’s sole expense, may have an abstract of title for the Development Property created and may deliver it to Developer for examination. If Developer elects to have an abstract of title for the Development Property created, such abstract of title shall show merchantable title in City

in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

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

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

Section 3.11. Deed Restriction. Developer acknowledges and agrees that City is selling the Development Property to Developer on the condition that it be developed for the Minimum Improvements as described in this Agreement, in accordance with all terms of this Agreement. The deed used to convey the Development Property to the Developer shall include a use restriction that prohibits the Development Property from being used or developed for any purpose other than the Minimum Improvements described herein without City's written consent, until the Termination Date of this Agreement. If Developer violates such use restrictions, then City may obtain an appraisal of the fair market value of the Development Property at such time and, upon delivery of such appraisal to Developer, City may purchase the Development Property from Developer at the appraised amount, with closing of such transfer to occur no more than sixty (60) days after City delivers such appraisal to Developer. Developer shall take all reasonable steps to ensure City acquires marketable title to the Development Property at such closing, including without limitation, the execution of appropriate deeds and other documents.

Section 3.12 Reversionary Right.

a. As security for Developer's obligations related to construction of the Minimum Improvements, the City shall hold a right of reversion in the Development Property (the "Reversionary Right") until the Developer has commenced construction of the Minimum Improvements on the Development Property. Upon Developer's commencement of construction of the Minimum Improvements, evidenced by issuance of building permits for the Minimum Improvements, the City shall record a release of its Reversionary Right.

b. Prior to the release of the City's Reversionary Right, the City may exercise its Reversionary Right, in its reasonable discretion, if: (i) Developer has not commenced construction of the Minimum Improvements by the deadline set forth in this Agreement; provided, however, that the City and the Developer may agree in writing to amend or extend such deadline; or (ii) Developer otherwise commits an Event of Default, subject to any applicable cure periods, under this Agreement, as defined in Section 10.1. If one of the above conditions occurs, then the City shall automatically be entitled to exercise the

City's Reversionary Right to reacquire title to any portion of the Development Property that has not been released from the Reversionary Right.

c. To exercise the Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within sixty (60) days of the City providing notice to the Developer of an Event of Default under this Agreement, and record such notice with the County Recorder of deeds, in which case title to the entirety of the Development Property that has not been released from this Reversionary Right shall automatically revert to the City as of the date of the recording of the notice at no cost to the City. Upon request from the City, within sixty (60) days of the City's request, Developer shall obtain and record, at no cost to the City, releases of all mortgages or liens on the Development Property (excepting any portion of the Development Property that has been previously released from the Reversionary Right) and shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of its rights under this Section, including without limitation, the execution of appropriate deeds and other documents. Notwithstanding the foregoing, the City's Reversionary Right shall terminate automatically upon the Termination Date, except if the City has already begun the process to exercise its reversionary rights under this Section 3.12. This provision shall survive the Closing.

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

#### ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 4.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$18,000,000. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (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. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 4.2, which approval shall not be unreasonably withheld, delayed or conditioned. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate to provide for the construction of the Minimum Improvements and; and (v) no Event of Default under the terms of this Agreement has occurred and is continuing beyond any applicable cure period; 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 the City with respect to any building, fire, zoning or other ordinances or regulations of the 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 the City for the Development Property and Minimum Improvements shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of 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 the 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 the City to any liability for the Minimum Improvements or Infrastructure Improvements as constructed.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be commenced (evidenced by the issuance of building permits) by no later than June 30, 2026. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed by no later than December 31, 2027. Time lost as a result of Unavoidable Delays occurring prior to either of the foregoing dates shall be added to extend the respective date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Notwithstanding the forgoing, the Developer may, one time, submit a written request to the City's Community Development Department seeking an up to a one-year extension of these deadlines. The Developer's written request must include a detailed explanation of the reason for the requested deadline extension. If, in their sole discretion, the Community Development Department determines that the requested extension is reasonable, then the Community Development Department may administratively approve up to a one-year extension of these deadlines, without further action by the City's City Council. If the Developer seeks to request an extension greater than one year and/or seeks to request an extension more than one time, then Developer must submit a written request to the City requesting an amendment to this Agreement to provide for such deadline extension(s).

Section 4.4. Certificate of Completion. Upon written request of the Developer after completion of the Minimum Improvements (as evidenced by the issuance of an occupancy permit for the Minimum Improvements), the City will furnish the Developer with a Certificate of Completion for the Minimum Improvements in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement solely with respect to the obligations of the Developer to construct 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 the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of Section 4.4, the City shall, within twenty (20) calendar days after written request by the Developer, provide the

Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 4.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose nor shall it subject the City to any liability for the Development Property, Minimum Improvements, or Infrastructure Improvements as constructed.

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

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

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

b. Except as permitted by Section 8.1 of this Agreement, they will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date.

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

## ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

i. Builder's risk insurance, written on the so-called "Builder's Risk- Completed Value Basis," in an amount equal to one hundred percent (90%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, members, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City, which consent shall not be unreasonably withheld, delayed or conditioned. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer 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, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

## ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, 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, based upon Developer's reasonable judgment.

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

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

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee, homebuyer, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, homebuyers, 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 request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.6. LMI Housing Units. The Minimum Improvements are being constructed with the expectation that at least 51% of the included Housing Units will qualify as LMI Housing Units for at least ten (10) years following completion of the Minimum Improvements. To qualify as an LMI Housing Unit, Developer shall verify, at the time of move in, that the proposed tenant's household income qualifies as a Low or Moderate Income Family. Developer shall verify the tenant family's income according to U.S. Department of Housing and Urban Development (HUD)'s Technical Guide for Determining Income in effect at the time the income is verified. Notwithstanding anything to the contrary in the foregoing, the Developer shall rent the Housing Units constructed as part of the Project consistently with all requirements of the Workforce Housing Tax Credits Program, if the Developer is awarded incentives under such program. These rental restrictions shall be in effect from the Commencement Date through at least December 31, 2037.

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements owned by the Developer have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) certification of the number of housing units on the Development Property that have been rented as LMI Housing Units and copies of any written reports provided to the State under the State Agreement; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2028 and continuing through the Termination Date. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit F for form required for Developer's Annual Certification.

## ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party (except with respect to dedication of Infrastructure Improvements to the City or the sale of individual parcels or LMI Housing Units to homebuyers) unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall be given or withheld in the reasonable discretion of the City.

In the event that Developer wishes to assign this Agreement, including its rights and duties hereunder, Developer and transferee individual or entity shall request that the City and Developer consent to an amendment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the City and Developer consent in writing to an amendment of this Agreement authorizing the transfer, which consent shall be given or withheld in the reasonable discretion of the City.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability; provided, however, that the Developer may dedicate portions of the Development Property and Minimum Improvements to the City to be owned by the City as public infrastructure. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## ARTICLE VIII. FINANCIAL INCENTIVES

### Section 8.1. Urban Revitalization Plan Tax Abatement.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Revitalization Plan, the City provides its consent, despite the Development Property being located within the Urban Renewal Area, for the Developer to apply for tax abatement, under the Urban Revitalization Plan, with respect to the Minimum Improvements, subject to the Developer being and remaining in compliance with the terms of this Agreement. The Developer acknowledges that the tax abatement/exemption schedule available under the Urban Revitalization Plan may be modified or limited due to changes in the Urban Revitalization Plan and/or changes in Iowa Code Chapter 404 (the Urban Revitalization Act). The actual tax abatement/exemption schedule that the Developer may receive for the Minimum Improvements shall be determined at the time of the Developer's application under the Urban Revitalization Plan.

b. The Developer agrees and acknowledges that the Developer is responsible for reading and understanding the terms and conditions set forth in the Urban Revitalization Plan and, furthermore, is responsible for timely submitting any applications for tax abatement under the Urban Revitalization Plan.

c. The Developer further acknowledges and agrees that the City will not provide additional financial incentives to the Developer for the Project described in this Agreement, unless additional financial incentives are agreed upon in the detailed terms and conditions of a written amendment to this Agreement that is approved by the City's City Council.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

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

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

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

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

Section 9.2. Indemnification for Related Agreements and Costs. Developer agrees to indemnify, defend, and hold harmless the Indemnified Parties from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the State Agreement due all or in part to Developer's failure to perform under the State Agreement. Furthermore, Developer agrees to indemnify City for any repayment of funds that City is required to make due all or in part to Developer's failure to perform under this Agreement and/or State Agreement, including but not limited to any repayment of grant funds which City expends in connection with the Project.

## ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

- a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- b. Transfer of Developer’s interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements owned by Developer;
- d. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement;
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. Developer:
  - i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - ii. makes an assignment for the benefit of its creditors; or
  - iii. admits in writing its inability to pay its debts generally as they become due; or
  - iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or
- g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City may enforce and pursue all remedies under the Promissory Note and/or City Mortgage; or
- e. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive and Liability Limitation. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. However, Developer's total monetary liability to the City under this Agreement, whether in contract, tort, or otherwise, shall in no event exceed the Purchase Price (\$415,000). Under no circumstances shall the Developer be liable to the City for any indirect, incidental, consequential, or punitive damages arising out of the obligations set forth in the terms of this Agreement, for the Project described herein.

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.

## ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract,

or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to WE Roost, LLC at 5631 South 48<sup>th</sup> Street, Suite 220, Lincoln, NE 68516; Attn: Ben Kunz; 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: City Clerk;

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

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2039, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit B, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 11.11. Reimbursement of City Costs. Developer shall pay to the City an amount equal to the actual costs incurred by the City, but not to exceed \$5,000, in connection with the negotiation, drafting and adoption of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Payment of such costs will be made by the Developer to the City within 30 days of the Agreement's Commencement Date.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, 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 \_\_\_\_\_, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

WE ROOST, LLC,  
a Nebraska limited liability company

Title/Its: \_\_\_\_\_

This record acknowledged before me on \_\_\_\_\_, 2025 by Ben Kunz as the \_\_\_\_\_ of WE Roost, LLC.

My commission expires: \_\_\_\_\_

220

EXHIBIT A  
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of a 2.54 acre multi-family development with no fewer than 85 Housing Units, and related site improvements, to be constructed by Developer on the Development Property, consistent with approved plats and plans, the Urban Renewal Plan, and the terms of the Agreement, including this Exhibit A and the diagrams in Exhibit A-1. At least 51% of the Housing Units shall qualify as LMI Housing Units.

For the avoidance of doubt, the proposed bike pump track depicted in Exhibit A-1 is not part of the Minimum Improvements.

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

# EXHIBIT A-1 SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS



Exhibit A-2



Exhibit A-3



NORTH ELEVATION



WEST ELEVATION



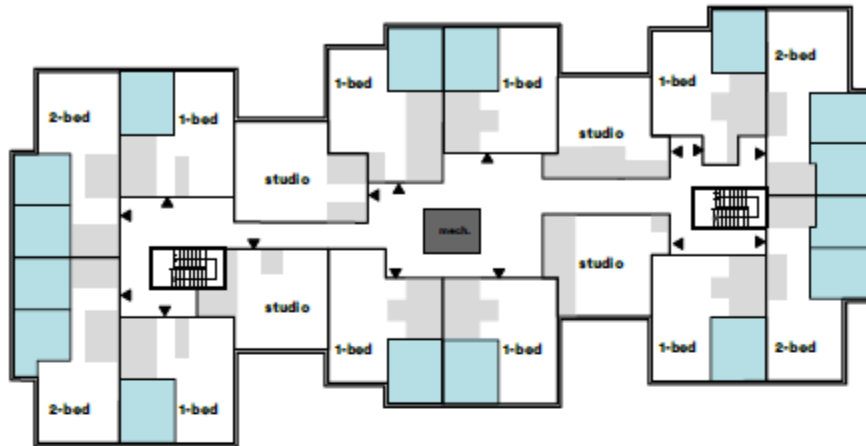
SOUTH ELEVATION



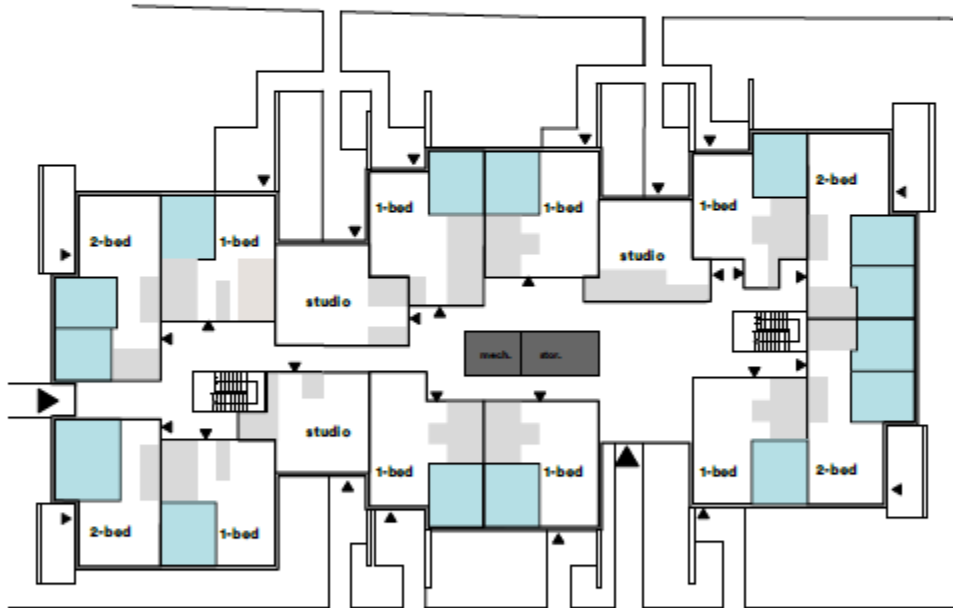
EAST ELEVATION

0 20 40 80  
SCALE: 1/32" = 1'-0"

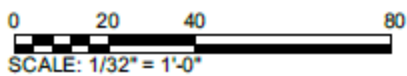
**47-Unit Multifamily**  
 Unit Count: 47 Units  
 Studios: 11  
 1-Bed: 24  
 2-Bed: 12



**2ND & 3RD FLOOR**



**FIRST FLOOR**



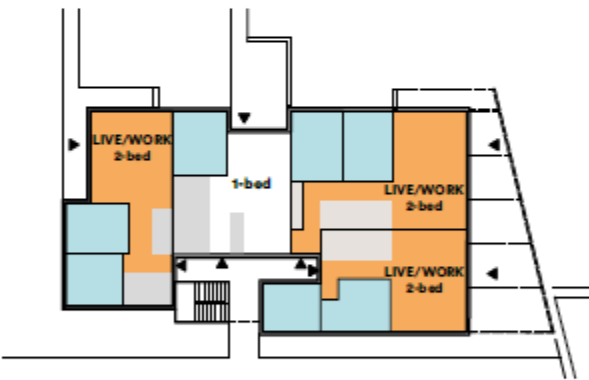
RFP - S. 28th St. & 2nd Ave. Floor Plan: 47 Unit Building



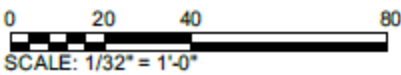
**12-Plex with LIVE/WORK units**  
 Unit Count: 12 Units  
 1-Bed: 3  
 2-Bed: 9 (3 with Flex Space)



2ND & 3RD FLOOR



FIRST FLOOR



RFP - S. 28th St. & 2nd Ave. Floor Plan: 8- and 12-Plex

**8-Plex**  
 Unit Count: 8 Units  
 1-Bed: 2  
 2-Bed: 6



2ND FLOOR



FIRST FLOOR



4-Plex (typical)  
 Unit Count (3 buildings): 12 Units  
 1-Bed: 6  
 2-Bed: 6



2ND & 3RD FLOOR

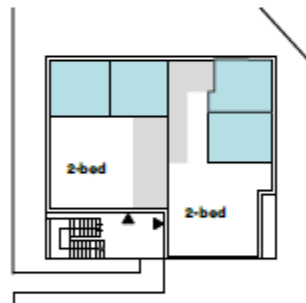


FIRST FLOOR

6-Plex  
 Unit Count: 6 Units  
 2-Bed: 6



2ND & 3RD FLOOR

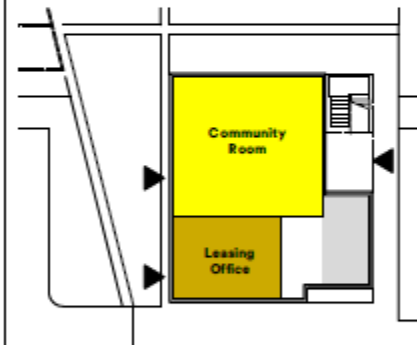


FIRST FLOOR

Community Room/Leasing with 4 Units  
 Unit Count: 4  
 2-Bed: 4

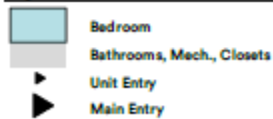


2ND & 3RD FLOOR



FIRST FLOOR

**Legend**



0 20 40 80  
 SCALE: 1/32" = 1'-0"

RFP - S. 28th St. & 2nd Ave. Floor Plan: 4- & 6-Plex



**EXHIBIT B**  
**MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT**

WHEREAS, the City of Council Bluffs, Iowa (“City”) and WE Roost, LLC, a Nebraska limited liability company (“Developer”), did on or about \_\_\_\_\_, 2025, make, execute, and deliver a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

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

(the “Development Property”); and

WHEREAS, the term of this Agreement shall commence on the date first set forth above and terminate on December 31, 2039, unless terminated earlier, as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, City and Developer have executed this Memorandum of Purchase, Sale, and Development Agreement as of \_\_\_\_\_, 2025.

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

CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 Purchase, Sale, and Development Agreement – City of Council Bluffs, Iowa]*

WE ROOST, LLC, a Nebraska  
limited liability company

Title/Its: \_\_\_\_\_

This record acknowledged before me on \_\_\_\_\_, 2025 by Ben Kunz as the \_\_\_\_\_ of WE Roost, LLC.

My commission expires: \_\_\_\_\_

231

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

**EXHIBIT C**  
**CERTIFICATE OF COMPLETION**

WHEREAS, the City of Council Bluffs, Iowa (“City”) and WE Roost, LLC, a Nebraska limited liability company (“Developer”), did on or about \_\_\_\_\_, 2025, make, execute, and deliver a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within City and as more particularly described as follows:

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

(the “Development Property”); and

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

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

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

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

*[Signature page follows]*

(SEAL)

## CITY OF COUNCIL BLUFFS, IOWA

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

ATTEST:

By: \_\_\_\_\_  
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 \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

*[Signature page to Certification of Completion]*

EXHIBIT D  
PROMISSORY NOTE

FOR VALUE RECEIVED, WE ROOST, LLC (the “Borrower”) agrees and promises to pay to the order of the CITY OF COUNCIL BLUFFS, IOWA (the “Lender”) the sum of \$415,000, which is the total amount of the Forgivable Loan as defined in that certain Purchase, Sale, and Development Agreement between the Lender and the Borrower dated \_\_\_\_\_, 2025 (the “Agreement”). The following are the terms of this Promissory Note (the “Note”).

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

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

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

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

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

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

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

**IMPORTANT: READ BEFORE SIGNING: The terms of this Note and the Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises**

**not contained may be legally enforced. You may change the terms of this Note only by another written agreement.**

Dated as of \_\_\_\_\_, 2025.

**BORROWER:**

WE ROOST, LLC,  
a Nebraska limited liability company

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

Print Name: Ben Kunz

Title/Its: \_\_\_\_\_

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

This record acknowledged before me on \_\_\_\_\_, 2025 by Ben Kunz as the \_\_\_\_\_ of WE Roost, LLC.

Notary Public in and for said state

My commission expires: \_\_\_\_\_

*[Signature Page to Promissory Note]*

EXHIBIT E  
CITY MORTGAGE

**THIS MORTGAGE** (“Mortgage”) is made between WE ROOST, LLC, a Nebraska limited liability company (“Mortgagor”) and the CITY OF COUNCIL BLUFFS, IOWA, a municipality (“Mortgagee”).

**RECITALS**

**WHEREAS**, the Mortgagor and Mortgagee did on or as of \_\_\_\_\_, 2025, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), a copy of which is on file at City Hall of the Mortgagee, wherein and whereby Mortgagor agreed, in accordance with the terms of the Agreement, to develop certain real property, legally described as follows:

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

(the “Development Property”); and

**WHEREAS**, the Agreement requires the Mortgagor to provide this Mortgage to secure a Forgivable Loan of \$415,000 (the “Loan”) to be paid by Mortgagee to Mortgagor under the terms of the Agreement; and

**WHEREAS**, this Mortgage is given pursuant to the Agreement, and payment, fulfillment, and performance by Mortgagor of its obligations thereunder are secured hereby, and each and every term and provision of the Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations, and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage.

**NOW, THEREFORE**, in consideration of the terms of the Agreement, this Mortgage is given to secure the amount of FOUR HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$415,000.00) during the term of the Agreement as follows:

1. **Grant of Mortgage and Security Interest.** Mortgagor hereby sells, conveys and mortgages unto Mortgagee, and grants a security interest to Mortgagee in the following described property:

a. **Land and Buildings.** All of Mortgagor’s right, title and interest in and to the Development Property, as legally described above and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Development Property, including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Development Property.

b. **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Development Property or Buildings. whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all

proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the “Personal Property”).

c. **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Development Property, Buildings and Personal Property, or any part thereof (the “Revenues and Income”).

TO HAVE AND TO HOLD the Development Property, Buildings, Personal Property and Revenues and Income (collectively called the “Mortgaged Property”), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

2. **Obligations.** This Mortgage secures the following (hereinafter collectively referred to as the “Obligations”):

a. The repayment of the Loan under the terms of the Agreement; and

b. All other obligations of Mortgagor to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

3. **Representations and Warranties of Mortgagor.** Mortgagor represents, warrants and covenants to Mortgagee that (i) Mortgagor holds clear title to the Mortgaged Property and title in fee simple in the Development Property; (ii) Mortgagor has the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagor will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land; and (vi) Mortgagor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of 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, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor 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 any breach of the foregoing certification.

4. **Payment and Performance of the Obligations.** Mortgagor will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagor under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

5. **Taxes.** Mortgagor shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without

notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.

6. **Liens.** Mortgagor shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

7. **Compliance with Laws.** Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

8. **Permitted Contests.** Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as Mortgagor shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent: (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. **Care of Property.** Mortgagor shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage.

10. **Insurance.** Mortgagor, at its sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Development Property in accordance with the terms of the Agreement. If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

11. **Inspection.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagor shall in no way rely or claim reliance thereon.

12. **Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagor as set forth in paragraph 18 herein

and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 18 herein.

13. **Events of Default.** Each of the following occurrences shall constitute an event of default hereunder (“Event of Default”):

a. Mortgagor shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.

b. Mortgagor shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagor under the United States Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

d. An event of default shall occur under the Agreement, or under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

14. **Acceleration; Foreclosure.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

b. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

15. **Redemption.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be

consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or his successors in interest in such action. If the redemption period is so reduced, Mortgagor or his successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

16. **Attorneys' Fees.** Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

17. **Forbearance not a Waiver, Rights and Remedies Cumulative.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

18. **Notices.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

- a. In the case of Mortgagor, is addressed or delivered personally to WE Roost, LLC at 5631 South 48th Street, Suite 220, Lincoln, NE 68516; Attn: Ben Kunz; and
- b. In the case of the Mortgagee, is addressed to or delivered personally to the City of Council Bluffs, Iowa at City Hall, 209 Pearl Street, Council Bluffs, IA 51503, Attn: City Clerk;

or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

19. **Severability.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of

this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

20. **Further Assurances.** At any time and from time to time until payment in full of the Obligations, Mortgagor will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements, and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagor secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagor to Mortgagee.

21. **Successors and Assigns bound; Number; Gender; Agents; Captions.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

22. **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

Dated as of \_\_\_\_\_, 2025.

**BORROWER:**  
WE ROOST, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Ben Kunz

Title/Its: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ )) ss

This record acknowledged before me on \_\_\_\_\_, 2025 by Ben Kunz as the  
\_\_\_\_\_ of WE Roost, LLC.

\_\_\_\_\_  
Notary Public in and for said state

My commission expires: \_\_\_\_\_



**Resolution 25-136**

**ITEMS TO INCLUDE ON AGENDA**

**CITY OF COUNCIL BLUFFS, IOWA**

May 19, 2025

7:00 P.M.

West Broadway Urban Renewal Plan

- Public hearing on the proposal to enter into a Purchase, Sale, and Development Agreement with WE Roost, LLC related to a project within the West Broadway Urban Renewal Area, which includes the potential sale of the City's interest in real property.
- Resolution making final determination on potential sale of interest in real property and approving and authorizing execution of a Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and WE Roost, LLC within the West Broadway Urban Renewal Area.

**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.**

May 19, 2025

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: \_\_\_\_\_

\* \* \* \* \*

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Purchase, Sale, and Development Agreement by and between the City of Council Bluffs and WE Roost, LLC within the West Broadway Urban Renewal Area, which Agreement includes the potential sale of the City's interest in real property, and that notice of the proposed action by the Council to enter into said Agreement and convey interests in real property thereunder had been published pursuant to the provisions of Sections 364.6, 364.7, and 403.8 of the Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that \_\_\_\_\_ written objections had been filed. The Mayor then called for oral objections and \_\_\_\_\_ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

**(Attach here a summary of objections received or made, if any)**

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member \_\_\_\_\_ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION MAKING FINAL DETERMINATION ON POTENTIAL SALE OF INTEREST IN REAL PROPERTY AND APPROVING AND AUTHORIZING EXECUTION OF A PURCHASE, SALE, AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND WE ROOST, LLC WITHIN THE WEST BROADWAY URBAN RENEWAL AREA", 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 \_\_\_\_\_, 2025.

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. 25-136

RESOLUTION MAKING FINAL DETERMINATION ON  
POTENTIAL SALE OF INTEREST IN REAL PROPERTY AND  
APPROVING AND AUTHORIZING EXECUTION OF A  
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT BY  
AND BETWEEN THE CITY OF COUNCIL BLUFFS AND WE  
ROOST, LLC WITHIN THE WEST BROADWAY URBAN  
RENEWAL AREA

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

WHEREAS, the Plan has subsequently been amended, lastly by a 2024 Amendment to the Plan adopted by Resolution No. 24-310 on November 4, 2024; and

WHEREAS, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of the objectives of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter, and it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, by Resolutions No. 24-239 and 24-240, both adopted on September 9, 2024, this Council approved a Request for Proposals related to the purchase and development of certain real property owned by the City and located in the Urban Renewal Area, legally described as follows (the "Development Property"):

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

WHEREAS, the Request for Proposals called for the development of the Development Property into multi-family or mixed-use housing and set forth minimum requirements for proposals to develop the Development Property and evaluation criteria for such proposals; and

WHEREAS, the Council determined that the minimum development requirements, competitive criteria, and procedures set forth in the Request for Proposals were "reasonable competitive bidding procedures" in substantial conformance with the provisions of Iowa Code Section 403.8; and directed that notice of the City's intention to accept proposals for the sale and redevelopment of the Development Property in accordance with the procedures set forth in the Request for Proposals be published; and

WHEREAS, on November 18, 2024, by Resolution 24-327, the City Council declared its intent to accept a proposal from Hoppe Development to acquire and redevelop the Development

Property subject to the parties negotiating a purchase, sale and development agreement related thereto; and

WHEREAS, the City has subsequently negotiated a proposed Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and WE Roost, LLC (an entity related to Hoppe Development) (the "Developer"), pursuant to which, among other things, the City would agree to sell the Development Property to Developer for a purchase price of \$415,000.00 and in consideration of Developer's other obligations under the Agreement, which other obligations include the construction of at least 85 housing units (part of the "Minimum Improvements"), of which at least 51% would be rented as LMI Housing Units, as further described in the terms and conditions set forth in the Agreement; and

WHEREAS, the Agreement provides that the City will provide the Developer with a forgivable loan in the amount of \$415,000 to finance the Developer's purchase of the Development Property (the "Forgivable Loan"), which Forgivable Loan would be forgiven over a period of 10 years, subject to terms and conditions set forth in the Agreement; and

WHEREAS, the Agreement would require the Developer to provide a promissory note to the City and a mortgage on the Development Property to the City, as security for the amount of the Forgivable Loan; and

WHEREAS, pursuant to the terms and conditions set forth in the Agreement, the City Council would provide its consent for the Developer to apply for tax abatement with respect to the Minimum Improvements under the City's Consolidated Urban Revitalization Plan; and

WHEREAS, because the Development Property is located within an urban renewal area, the City's sale of the Development Property is subject to the provisions of Iowa Code Chapter 403.8; and

WHEREAS, this Council has determined that the Request for Proposal process followed by the City was a "reasonable competitive bidding procedure" for disposition of the Development Property in accordance with Iowa Code Section 403.8; and

WHEREAS, this Council has determined that the purchase of the Development Property for \$415,000.00, when combined with the redevelopment obligations of the Developer under the Agreement's terms and conditions, offers fair value for the Development Property, in accordance with Iowa Code Section 403.8; and

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

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

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

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

Section 1. The Council finds that disposal of interests in the Development Property to the Developer as set forth in the Agreement will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that transfer of the Development Property will promote blight remediation and economic development in the City and that these benefits, together with the other consideration provided for in the Agreement, constitute fair value for the disposal of interests in the Development Property under Section 403.8, Code of Iowa.

Section 2. The proposal to sell the Development Property to the Developer pursuant to the terms of the proposed Agreement is hereby approved.

Section 3. That the performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate blight remediation and economic

development activities and objectives of the City within the meaning of Iowa Code Chapters 15A and 403, taking into account the factors set forth therein.

Section 4. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2025.

---

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 corporate 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 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 20<sup>th</sup> day of May, 2025.

City Clerk, City of Council Bluffs, State of  
Iowa

(SEAL)

## Council Communication

Department: City Clerk

Case/Project No.:

Submitted by: Graham Jura on  
behalf of City Council

Ordinance 6647  
ITEM 6.A.

Council Action: 5/19/2025

### Description

Ordinance to amend Chapter 3.62 "Solicitors" of the 2020 Municipal Code of Council Bluffs, Iowa, by amending Chapter 3.62.020 "Definitions-Solicitors."

### Background/Discussion

This amendment has been drafted at the request of City Council to include asking for monetary donations in this Section, unless otherwise authorized by CBMC.

### Recommendation

Approval is recommended.

### ATTACHMENTS:

Description	Type	Upload Date
Ordinance-red line version	Other	4/23/2025
Ordinance 6647	Ordinance	4/30/2025

### **3.62.020 Definitions - Solicitors**

For the purpose of this chapter, the following words, terms and phrases are defined as follows:

Person: An individual.

Solicitor: Any person, traveling by foot, motor vehicle, or other type of conveyance from dwelling to dwelling, or street to street, **requesting donations of funds or other monetary value (unless authorized under CBMC 3.62.135)**, carrying, conveying, or transporting candies, foods, magazines, or other merchandise, offering and exposing the same for sale, or making sales, and delivering such articles to purchasers, or taking orders for sales for future delivery, whether or not such person has, carries, or exposes for sale a sample of the subject of such sale, or whether or not he/she is collecting advance payment on such sales, or offering to furnish or perform services to be furnished now or in the future.

(Ord. 5794 § 3 (part), 2004)

### **HISTORY**

Repealed & Reenacted by Ord. 6591 on 11/13/2023

**ORDINANCE NO. 6647**

**AN ORDINANCE TO AMEND CHAPTER 3.62 SOLICITORS OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING CHAPTER 3.62.020 “DEFINITIONS-SOLICITORS”.**

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

**SECTION 1.** That Chapter 3.62 Solicitors of the 2020 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending Chapter 3.62.020 “Definitions-Solicitors” to read as follows:

**3.62.020 Definitions - Solicitors**

For the purpose of this chapter, the following words, terms and phrases are defined as follows:

Person: An individual.

Solicitor: Any person, traveling by foot, motor vehicle, or other type of conveyance from dwelling to dwelling, or street to street, requesting donations of funds or other monetary value (unless authorized under CBMC 3.62.135) carrying, conveying, or transporting candies, foods, magazines, or other merchandise, offering and exposing the same for sale, or making sales, and delivering such articles to purchasers, or taking orders for sales for future delivery, whether or not such person has, carries, or exposes for sale a sample of the subject of such sale, or whether or not he/she is collecting advance payment on such sales, or offering to furnish or perform services to be furnished now or in the future.

(Ord. 5794 § 3 (part), 2004)

**HISTORY**

*Repealed & Reenacted by Ord. 6591 on 11/13/2023*

**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

May 19, 2025.

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

Attest:

\_\_\_\_\_  
JODI QUAKENBUSH City Clerk

First Consideration: 5-5-25  
Second Consideration: 5-19-25  
Public Hearing: n/a  
Third Consideration: \_\_\_\_\_

## Council Communication

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

Ordinance 6648  
ITEM 6.B.

Council Action: 5/19/2025

### Description

Ordinance adopting the 2025 Municipal Code of Council Bluffs, Iowa.

### Background/Discussion

The Code of Iowa §380.8 provides that a city shall compile a code of ordinances containing all of the city ordinances in effect, except grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.

The City of Council Bluffs, Iowa, has compiled a code of ordinances containing all the city ordinances in effect, with the exceptions set forth above and the code contains only existing ordinances edited and compiled without change in substance.

The update for the municipal code shall be adopted at least once every five years and this adoption will replace the 2020 Municipal Code of Council Bluffs, Iowa.

### Recommendation

Approval is recommended.

### ATTACHMENTS:

Description	Type	Upload Date
Ordinance 6648	Ordinance	4/30/2025

**ORDINANCE NO. 6648**

**AN ORDINANCE ADOPTING THE 2025 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.**

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

**SECTION 1.** That the 2025 ordinances of the City of Council Bluffs, Iowa, entitled “Municipal Code of Council Bluffs, Iowa” as codified, revised, edited and indexed by the Municipal Code Corporation, Tallahassee, Florida, and select personnel for the City, are ordained as general ordinances and are hereby adopted. A complete copy is available online at [https://library.municode.com/ia/council\\_bluffs](https://library.municode.com/ia/council_bluffs) or through the Council Bluffs City Clerk.

**SECTION 2. REPEALER.** Ordinance No. 6436 or any other ordinances or parts of ordinance in conflict with the provision of this ordinance shall be and are hereby repealed upon passage, approval, and publication of this ordinance.

**SECTION 3. SEVERABILITY CLAUSE.** If any of the provisions of this ordinances 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.** That this ordinance shall be in full force and effect from and after its passage, approval, and publication, as by law provided.

PASSED  
AND  
APPROVED

May 19, 2025.

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

\_\_\_\_\_  
Mayor

Approved:

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

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

First Consideration: 5-5-25

Second Consideration: 5-19-25

Public Hearing: n/a

Third Consideration: \_\_\_\_\_

## Council Communication

Department: Finance

Case/Project No.:

Submitted by: Finance Department /  
Danielle Bemis

Resolution 25-137  
ITEM 7.A.

Council Action: 5/19/2025

### Description

Resolution authorizing and setting the Drainage District annual assessment for Mosquito Creek #22, Sieck #32, and West Lewis #35 for fiscal year 2026.

### Background/Discussion

The City of Council Bluffs has authority over the following drainage districts to provide maintenance and establish a special assessment to procure funds to pay the costs and expenses for general upkeep and maintenance within the drainage districts and to create a sinking fund. The City is required to certify the assessment for fiscal year 2026 with Pottawattamie County prior to May 31, 2025.

Mosquito Creek #22 \$71,373

Sieck #32 \$36,338

West Lewis #35 \$63,739

### Recommendation

Council approval of the resolution setting the annual assessments for the drainage districts for fiscal year 2026.

### ATTACHMENTS:

Description

Resolution 25-137

Type

Resolution

Upload Date

5/15/2025

RESOLUTION NO. 25-137

A RESOLUTION AUTHORIZING AND SETTING THE DRAINAGE DISTRICT ANNUAL ASSESSMENT FOR MOSQUITO CREEK #22, SIECK #32, AND WEST LEWIS #35 FOR FISCAL YEAR 2026.

WHEREAS, the City of Council Bluffs has authority over the drainage districts to provide maintenance of such district for the public benefit, and conducive to the public health, convenience, and welfare, and

WHEREAS, as the governing body of said district, it is necessary to establish the annual assessment to be levied on all tracts of land, lots, public roads, and railways contained within the boundaries of said districts to procure funds to pay the costs and expenses of general upkeep and maintenance, and to create a sinking fund, and

WHEREAS, the current indebtedness of Mosquito Creek #22 is \$71,373, Sieck #32 is \$36,338, and West Lewis #35 is \$63,739 as of May 19, 2025, and payable to the City of Council Bluffs in one installment for year 2026 paid in full prior to September 30, 2025 without interest.

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

Council approval of the resolution setting the annual assessment for Mosquito Creek #22, Sieck #32, West Lewis #35, and authorizing the Finance Director to certify the annual assessments with the Pottawattamie County Auditor.

ADOPTED  
AND  
APPROVED:

May 19, 2025

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

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Jodi Quakenbush,

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

STATE OF IOWA    )  
COUNTY OF        )ss  
POTTAWATTAMIE)

On this \_\_\_\_\_ day of \_\_\_\_\_, before me the undersigned, a Notary Public in and for said County and said State, personally appeared Matthew J. Walsh and Jodi Quakenbush, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the said City of Council Bluffs, Iowa, a Municipal Corporation, that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Matthew J. Walsh and said Jodi Quakenbush, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

---

Notary Public in and for said State

## Council Communication

Department: Human Resources  
Case/Project No.:  
Submitted by: Brenda Norton,  
Director of Human Resources

Resolution 25-138  
ITEM 7.B.

Council Action: 5/19/2025

### Description

Resolution approving wage increases for non-union employees.

### Background/Discussion

Consistent with our strategic goals to provide high quality public service and to create and sustain a resilient and economically prosperous city, the City must provide an equitable and competitive compensation structure for all employees.

The City has many employees whose roles are not included in the four (4) units which bargain collectively regarding wages and benefits. Each year, the Human Resources department reviews the pay schedules for these employees and considers whether to recommend a cost-of-living adjustment for these job classifications.

It has been the usual practice for the Police Supervisory group and the Fire Supervisory group to receive adjustments commensurate with the increase amounts received by the Police and Fire unions, respectively. The remaining non-union classifications have generally received an increase in line with the percentage provided to the AFSCME or CWA union, whichever is higher.

For FY2026, the unions' increases are as follows:

- Police – 3.5%
- Fire – 4.4%
- AFSCME and CWA – both 2.5%

### Recommendation

Approval of the Resolution.

### ATTACHMENTS:

Description	Type	Upload Date
Wage Increase History	Other	5/8/2025
Resolution 25-138	Resolution	5/15/2025

### July 1 Wage Increase History

	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Non-Union	2.50%	2.50%	2.50%	2.30%	2.50%	2.50%	2.50%	2.75%	2.50%	
CWA	2.00%	2.00%	1.70%	1.50%	2.50%	2.50%	2.50%	2.60%	2.50%	2.50%
AFCME	2.25%	2.50%	2.50%	2.30%	2.50%	2.50%	2.50%	2.75%	2.70%	2.50%
Fire	2.50%	2.50%	2.50%	2.50%	2.75%	2.75%	3.25%	3.00%	2.75%	4.40%
Fire Supv	2.50%	2.50%	2.50%	2.50%	2.75%	2.75%	3.25%	3.00%	2.75%	
Police	2.50%	2.50%	2.50%	2.50%	2.75%	2.75%	3.25%	3.50%	3.50%	3.50%
Police Supv	2.50%	2.50%	2.50%	2.50%	2.75%	2.75%	3.25%	**8.43%	3.50%	

\*\* Achieves 11.08% difference between top Police Officer and lowest Police Sergeant. Per Resolution 23-152 that states maintain gap plus the 3.5% across the board increase.

**RESOLUTION  
NO 25-138**

**A RESOLUTION APPROVING WAGE INCREASES  
FOR NON-UNION EMPLOYEES**

WHEREAS, there are employees of the City of Council Bluffs, Iowa who do not bargain collectively with the City regarding wage and benefits; and

WHEREAS, it is in the best interest of the City of Council Bluffs to ensure the equitable treatment of all employees; and,

WHEREAS, approval of this wage adjustment is considered to be consistent with the best interest of the City;

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

That a 4.4% across the board increase be applied to the Fire Supervisory pay schedule on July 1, 2025.

That a 3.5% across the board increase be applied to the Police Supervisory pay scheduled on July 1, 2025.

That a 2.5% across the board increase be applied to all other general non-union employees pay schedule on July 1, 2025.

ADOPTED  
AND  
APPROVED

May 19, 2025

---

Matthew J. Walsh, Mayor

ATTEST:

---

Jodi Quakenbush, City Clerk

## Council Communication

Department: Public Works Admin  
Case/Project No.: PW25-24  
Submitted by: Matthew Cox, Public  
Works Director

Resolution 25-139  
ITEM 7.C.

Council Action: 5/19/2025

### Description

Resolution accepting the bid of Compass Utility, LLC for the Kenmore Avenue Sanitary Sewer Reconstruction. Project # PW25-24

### Background/Discussion

On May 8, 2025 bids were received through the City bidding software Ion Wave as follows:

	Division I	Division II	Division IV	
	<u>General</u>	<u>Pavement</u>	<u>Sanitary Sewer</u>	<u>Total</u>
Compass Utility, LLC Council Bluffs, IA	\$23,529.29	\$85,150.67	\$59,027.64	\$167,707.60
Bluffs Paving & Utility Co., Inc. Crescent, IA	\$21,776.29	\$88,954.65	\$68,752.44	\$179,483.38
Carley Construction, LLC Council Bluffs, IA	\$24,645.05	\$92,684.00	\$66,242.50	\$183,571.55
Vrana Construction Omaha, NE	\$104,838.45	\$175,726.00	\$166,353.00	\$446,917.45
Engineer's Opinion (HGM)	\$21,980.50	\$95,860.00	\$93,909.00	\$211,749.50

The sanitary sewer in Kenmore Avenue from 105 Kenmore to 134 Kenmore is failing and in need of replacement. It has been discovered that there are several sanitary sewer pipes in this street segment that are undersized and in poor condition. The existing pipes will be replaced with a single sewer main constructed with appropriate materials in the correct size, allowing all adjacent lots to be served.

This project was added to the FY25 CIP with expenses paid with Local Option Sales Tax funds.

The project schedule is as follows:

Award	May 19, 2025
Construction Start	June 2025

### Recommendation

Approval of this resolution to accept the bid of Compass Utility, LLC for the Kenmore Avenue Sanitary Sewer Reconstruction project.

### ATTACHMENTS:

Description	Type	Upload Date
Map	Map	5/8/2025
Resolution 25-139	Resolution	5/15/2025

PW 25-24  
KENMORE AVE.  
SANITARY SEWER RECONSTRUCTION



Legend

 PW25-24

**RESOLUTION**  
**NO 25-139**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE AN AGREEMENT WITH  
COMPASS UTILITY, LLC, FOR THE  
KENMORE AVENUE SANITARY SEWER RECONSTRUCTION  
PROJECT #PW25-24**

WHEREAS, the plans, specifications, and form of contract for the Kenmore Avenue Sanitary Sewer Reconstruction are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on April 21, 2025, and the plans, specifications and form of contract were approved; and

WHEREAS, Compass Utility, LLC, has submitted a low bid in the amount of \$167,707.60 for this contract.

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

That the bid of Compass Utility, LLC, in the amount of \$167,707.60 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Kenmore Avenue Sanitary Sewer Reconstruction; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Compass Utility, LLC, for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

AND BE IT FURTHER RESOLVED

That the aforementioned project is encompassed by the language of the 1989 Local Option Sales Tax Ballot and as such this is an appropriate expenditure of the Local Option Sales Tax Revenues.

ADOPTED  
AND  
APPROVED

May 19, 2025

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

ATTEST:

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

## Council Communication

Department: Community

Development

Case/Project No.:

Resolutions 25-140, 25-141, 25-142

Submitted by: Courtney Harter,  
Director, Community Development  
Department

and 25-143

ITEM 7.D.

Council Action: 5/19/2025

### Description

Resolutions authorizing joint applications to the Iowa Economic Development Authority (IEDA) for Workforce Housing Tax Incentive Program benefits.

### Background/Discussion

See attached staff report.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	5/9/2025
Resolution 25-140	Resolution	5/15/2025
Resolution 25-141	Resolution	5/15/2025
Resolution 25-142	Resolution	5/15/2025
Resolution 25-143	Resolution	5/15/2025

## Council Communication

Department: Community Development	Ordinance No.: N/A	City Council: 5-19-2025
Case/Project No.:	Resolution No.: 25-	
<b>Subject/Title</b>		
Resolution of support for applications to the Workforce Housing Tax Incentive Program through the Iowa Economic Development Authority		
<b>Location</b>		
Various		
<b>Background/Discussion</b>		
<p><u>Background</u></p> <p>The State of Iowa established the Workforce Housing Tax Incentive Program (WHTIP) pursuant to Iowa Code Section 15.106A and the 2014 Iowa Acts, House File 2448, Section 18. The purpose of the program is to assist the development of workforce housing in Iowa communities by providing incentives for housing projects that are targeted towards middle-income households and that focus on the redevelopment or repurposing of existing structures. Previously, the program was first come, first serve but was changed to a competitive cycle in 2020.</p> <p>To receive workforce housing tax incentives pursuant to the program, a proposed housing project shall include at least one of the following:</p> <ol style="list-style-type: none"> <li>(1) Four or more single-family dwelling units.</li> <li>(2) One or more multiple dwelling unit buildings each containing three or more individual dwelling units.</li> <li>(3) Two or more dwelling units located in the upper story of an existing multi-use building.</li> </ol> <p>The average dwelling unit cost cannot exceed \$310,000 per single-family dwelling unit or \$230,000 per multi-family dwelling unit if the project involves the rehabilitation, repair, redevelopment or preservation of eligible property. This limitation only applies to those costs that are directly attributable to the improvement of the property or the structures and is defined in the Iowa Administrative Code.</p> <p>Additionally, the WHTIP requires a city match pledge for each housing project in an amount equal to at least \$1,000 per dwelling unit, in the form of cash, cash equivalent, a local property tax exemption, rebate, refund or reimbursement.</p> <p><u>Discussion</u></p> <ol style="list-style-type: none"> <li>1. Arch Icon Development wishes to apply for tax credits on its Spin Lofts project located South 6<sup>th</sup> Street and 21<sup>st</sup> Avenue (adjacent to South Expressway). The proposed project will create approximately 45 affordable multi-family units. All units will have a construction price that is consistent with the requirements set forth by the State of Iowa. The City will provide tax abatement to the project through the Council Bluffs Consolidated Urban Revitalization Plan to meet the required local match.</li> <li>2. Hoppe Development wishes to apply for tax credits on its West End Roost project located in the 2800 block of 2<sup>nd</sup> Avenue. The proposed project will create approximately 85 mixed-income multi-family units. All units will have a construction price that is consistent with the requirements set forth by the State of Iowa. The City will provide tax abatement to the project through the Council Bluffs Consolidated Urban Revitalization Plan to meet the required local match.</li> <li>3. Lockwood Development wishes to apply for tax credits on its proposed project in the 3100</li> </ol>		

## Council Communication

block of 2<sup>nd</sup> Avenue. The project will create approximately 145 market-rate multi-family units. All units will have a construction price that is consistent with the requirements set forth by the State of Iowa. The City will provide tax abatement to the project through the Council Bluffs Consolidated Urban Revitalization Plan to meet the required local match.

4. Lincolnshire Investments wishes to apply for credits on its 628 1<sup>st</sup> Avenue project, previously the Old YMCA building site. The proposed project will create 45 affordable multi-family units. All units will have a construction price that is consistent with the requirements set forth by the State of Iowa. The City will provide tax abatement to the project through the Council Bluffs Consolidated Urban Revitalization Plan to meet the required local match.

Based on review of the request, the projects above meet the requirements for Workforce Housing Tax Incentive Program benefits. As a result, each applicant is eligible for the following benefits: 10% investment tax credit and 100% rebate of state sales and utility use taxes.

### **Staff Recommendation**

The Community Development Department recommends approval of the Workforce Housing Tax Incentive Program applications submitted by the above developers.

**RESOLUTION NO. 25-140**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS AUTHORIZING A JOINT APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY THE CITY OF COUNCIL BLUFFS AND ARCH ICON FOR WORKFORCE HOUSING TAX INCENTIVE PROGRAM (WHTIP) BENEFITS.**

- WHEREAS,** the State of Iowa established the Workforce Housing Tax Incentive Program (WHTIP) pursuant to Iowa Code Section 15.106A and the 2014 Iowa Acts, House File 2448, Section 18; and
- WHEREAS,** the purpose of the program is to assist the development of workforce housing in Iowa communities by providing incentives for housing projects that are targeted at middle-income households and that focus on the redevelopment or repurposing of existing structures; and
- WHEREAS,** Arch Icon proposes to construct a 50 to 60-unit multi-family development that will provide market rate housing opportunities and has requested WHTIP benefits; and
- WHEREAS,** the projects are eligible for WHTIP under the category of “new construction, rehab, repair, or redevelopment of dwelling units in a greyfield site;” and
- WHEREAS,** the property is generally located at the intersection of South 6<sup>th</sup> Street and 21<sup>st</sup> Avenue and legally described in Exhibit A;
- WHEREAS,** the average dwelling unit cost equals the costs directly related to the housing project divided by the total number of dwelling units in the housing project and does not exceed \$250,000 per dwelling unit for building rehabilitation; and
- WHEREAS,** the developer certifies that their units when completed and made available for occupancy will meet housing quality standards and all applicable local safety standards; and
- WHEREAS,** the City of Council Bluffs commits to local matching funds of \$1,000 cash per dwelling unit, as required by the program through Urban Revitalization tax abatement; and
- WHEREAS,** after review and consideration of the request, the City of Council Bluffs has determined that the Arch Icon project meets the requirements to qualify for benefits.

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

**Section 1.0** The City Council declares the application submitted by 8 South 6<sup>th</sup> Street, LLC (Arch Icon) an eligible entity for WHTIP benefits.

**Section 2.0** The City Council approves the Arch Icon request for a 10% state investment tax credit and a 100% rebate of sales and utility use taxes subject to the entity entering into an agreement with the City. The tax credit, if not entirely used during the first year, can be carried over and applied against state tax liability for the next seven years or until depleted, whichever occurs first.

**Section 3.0** The Mayor is hereby authorized to take such further actions as deemed necessary in order to carry into effect the provisions of this resolution.

**Section 4.0** The provisions of this resolution shall be governed by the laws of the State of Iowa.

**Section 5.0** That all resolutions and parts thereof in conflict therewith are hereby repealed to the extent of such conflict.

**Section 6.0** That the provisions of this resolution are hereby declared to be separable and if any section, phrase, or provision shall be any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

**Section 7.0** That the approval of any and all WHTIP benefits is contingent upon the project meeting all other applicable City codes and ordinances.

**Section 8.0** That this resolution shall become effective immediately upon its passage and approval.

ADOPTED  
AND  
APPROVED:

May 19, 2025

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

ATTEST:

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

Exhibit A  
Legal Description

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.

**RESOLUTION NO. 25-141**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS AUTHORIZING A JOINT APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY THE CITY OF COUNCIL BLUFFS AND WE ROOST, LLC (HOPPE DEVELOPMENT) FOR WORKFORCE HOUSING TAX INCENTIVE PROGRAM (WHTIP) BENEFITS.**

- WHEREAS,** the State of Iowa established the Workforce Housing Tax Incentive Program (WHTIP) pursuant to Iowa Code Section 15.106A and the 2014 Iowa Acts, House File 2448, Section 18; and
- WHEREAS,** the purpose of the program is to assist the development of workforce housing in Iowa communities by providing incentives for housing projects that are targeted at middle-income households and that focus on the redevelopment or repurposing of existing structures; and
- WHEREAS,** Hoppe Development proposes to construct an 85-unit multi-family development that will provide market rate housing opportunities and has requested WHTIP benefits; and
- WHEREAS,** the projects are eligible for WHTIP under the category of “new construction, rehab, repair, or redevelopment of dwelling units in a greyfield site;” and
- WHEREAS,** the legal description of the site is Lots 1 through 16, Block 6, Bryant and Clark’s Addition, City of Council Bluffs, Pottawattamie County, Iowa;
- WHEREAS,** the average dwelling unit cost equals the costs directly related to the housing project divided by the total number of dwelling units in the housing project and does not exceed \$250,000 per dwelling unit for building rehabilitation; and
- WHEREAS,** the developer certifies that their units when completed and made available for occupancy will meet housing quality standards and all applicable local safety standards; and
- WHEREAS,** the City of Council Bluffs commits to local matching funds of \$1,000 cash per dwelling unit, as required by the program through Urban Revitalization tax abatement; and
- WHEREAS,** after review and consideration of the request, the City of Council Bluffs has determined that the Arch Icon project meets the requirements to qualify for benefits.

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

**Section 1.0** The City Council declares the application submitted by WE Roost, LLC (Hoppe Development) an eligible entity for WHTIP benefits.

**Section 2.0** The City Council approves the WE Roost, LLC (Hoppe Development) request for a 10% state investment tax credit and a 100% rebate of sales and utility use taxes subject to the entity entering into an agreement with the City. The tax credit, if not entirely used during the first year, can be carried over and applied against state tax liability for the next seven years or until depleted, whichever occurs first.

**Section 3.0** The Mayor is hereby authorized to take such further actions as deemed necessary in order to carry into effect the provisions of this resolution.

**Section 4.0** The provisions of this resolution shall be governed by the laws of the State of Iowa.

**Section 5.0** That all resolutions and parts thereof in conflict therewith are hereby repealed to the extent of such conflict.

**Section 6.0** That the provisions of this resolution are hereby declared to be separable and if any section, phrase, or provision shall be any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

**Section 7.0** That the approval of any and all WHTIP benefits is contingent upon the project meeting all other applicable City codes and ordinances.

**Section 8.0** That this resolution shall become effective immediately upon its passage and approval.

ADOPTED  
AND  
APPROVED:

May 19, 2025

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

ATTEST:

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

**RESOLUTION NO. 25-142**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS AUTHORIZING A JOINT APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY THE CITY OF COUNCIL BLUFFS AND LOCKWOOD DEVELOPMENT FOR WORKFORCE HOUSING TAX INCENTIVE PROGRAM (WHTIP) BENEFITS.**

- WHEREAS,** the State of Iowa established the Workforce Housing Tax Incentive Program (WHTIP) pursuant to Iowa Code Section 15.106A and the 2014 Iowa Acts, House File 2448, Section 18; and
- WHEREAS,** the purpose of the program is to assist the development of workforce housing in Iowa communities by providing incentives for housing projects that are targeted at middle-income households and that focus on the redevelopment or repurposing of existing structures; and
- WHEREAS,** Lockwood Development proposes to construct a 145-unit multi-family development that will provide market rate housing opportunities and has requested WHTIP benefits; and
- WHEREAS,** the projects are eligible for WHTIP under the category of “new construction, rehab, repair, or redevelopment of dwelling units in a brownfield site;” and
- WHEREAS,** the legal description of the site is Lots 7 and 8, Block 2; Lots 1 through 8, Block 3; Lots 1 through 16, Block 10; and Lots 5 through 12, Block 11 Bryant and Clark Addition and all adjacent vacant alleyways, City of Council Bluffs, Pottawattamie County, Iowa;
- WHEREAS,** the average dwelling unit cost equals the costs directly related to the housing project divided by the total number of dwelling units in the housing project and does not exceed \$230,000 per dwelling unit for new construction; and
- WHEREAS,** the developer certifies that their units when completed and made available for occupancy will meet housing quality standards and all applicable local safety standards; and
- WHEREAS,** the City of Council Bluffs commits to local matching funds of \$1,000 cash per dwelling unit, as required by the program through Tax Increment Financing; and
- WHEREAS,** after review and consideration of the request, the City of Council Bluffs has determined that the Lockwood Development project meets the requirements to qualify for benefits.

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

**Section 1.0** The City Council declares the application submitted by Lockwood Development an eligible entity for WHTIP benefits.

**Section 2.0** The City Council approves the Lockwood Development request for a 10% state investment tax credit and a 100% rebate of sales and utility use taxes subject to the entity entering into an agreement with the City. The tax credit, if not entirely used during the first year, can be carried over and applied against state tax liability for the next seven years or until depleted, whichever occurs first.

**Section 3.0** The Mayor is hereby authorized to take such further actions as deemed necessary in order to carry into effect the provisions of this resolution.

**Section 4.0** The provisions of this resolution shall be governed by the laws of the State of Iowa.

**Section 5.0** That all resolutions and parts thereof in conflict therewith are hereby repealed to the extent of such conflict.

**Section 6.0** That the provisions of this resolution are hereby declared to be separable and if any section, phrase, or provision shall be any reason be declared to be invalid, such declaration shall not effect the validity of the remainder of the sections, phrases and provisions hereof.

**Section 7.0** That the approval of any and all WHTIP benefits is contingent upon the project meeting all other applicable City codes and ordinances.

**Section 8.0** That this resolution shall become effective immediately upon its passage and approval.

ADOPTED  
AND  
APPROVED:

May 19, 2025

\_\_\_\_\_  
Matthew J. Walsh

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Jodi Quakenbush

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

**RESOLUTION NO. 25-143**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS AUTHORIZING A JOINT APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY THE CITY OF COUNCIL BLUFFS AND 1<sup>ST</sup> AVENUE APARTMENTS, LLC (LINCOLNSHIRE INVESTMENTS) FOR WORKFORCE HOUSING TAX INCENTIVE PROGRAM (WHTIP) BENEFITS.**

- WHEREAS,** the State of Iowa established the Workforce Housing Tax Incentive Program (WHTIP) pursuant to Iowa Code Section 15.106A and the 2014 Iowa Acts, House File 2448, Section 18; and
- WHEREAS,** the purpose of the program is to assist the development of workforce housing in Iowa communities by providing incentives for housing projects that are targeted at middle-income households and that focus on the redevelopment or repurposing of existing structures; and
- WHEREAS,** Lincolnshire Investments proposes to construct a 45-unit multi-family development that will provide affordable housing opportunities and has requested WHTIP benefits; and
- WHEREAS,** the projects are eligible for WHTIP under the category of “new construction, rehab, repair, or redevelopment of dwelling units in a greyfield site;” and
- WHEREAS,** the legal description of the site is Lots 9 and 10, Block 6 and the additional 142 feet south, Bayliss First Addition, City of Council Bluffs, Pottawattamie County, Iowa;
- WHEREAS,** the average dwelling unit cost equals the costs directly related to the housing project divided by the total number of dwelling units in the housing project and does not exceed \$250,000 per dwelling unit for building rehabilitation; and
- WHEREAS,** the developer certifies that their units when completed and made available for occupancy will meet housing quality standards and all applicable local safety standards; and
- WHEREAS,** the City of Council Bluffs commits to local matching funds of \$1,000 cash per dwelling unit, as required by the program through Urban Revitalization tax abatement; and
- WHEREAS,** after review and consideration of the request, the City of Council Bluffs has determined that the Arch Icon project meets the requirements to qualify for benefits.

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

**Section 1.0** The City Council declares the application submitted by 1<sup>st</sup> Avenue Apartments, LLC (Lincolnshire Investments) an eligible entity for WHTIP benefits.

**Section 2.0** The City Council approves the 1<sup>st</sup> Avenue Apartments, LLC (Lincolnshire Investments) request for a 10% state investment tax credit and a 100% rebate of sales and utility use taxes subject to the entity entering into an agreement with the City. The tax credit, if not entirely used during the first year, can be carried over and applied against state tax liability for the next seven years or until depleted, whichever occurs first.

**Section 3.0** The Mayor is hereby authorized to take such further actions as deemed necessary in order to carry into effect the provisions of this resolution.

**Section 4.0** The provisions of this resolution shall be governed by the laws of the State of Iowa.

**Section 5.0** That all resolutions and parts thereof in conflict therewith are hereby repealed to the extent of such conflict.

**Section 6.0** That the provisions of this resolution are hereby declared to be separable and if any section, phrase, or provision shall be any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

**Section 7.0** That the approval of any and all WHTIP benefits is contingent upon the project meeting all other applicable City codes and ordinances.

**Section 8.0** That this resolution shall become effective immediately upon its passage and approval.

ADOPTED  
AND  
APPROVED:

May 19, 2025

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

ATTEST:

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

## Council Communication

Department: Human Resources  
Case/Project No.:  
Submitted by: Brenda Norton,  
Director of Human Resources

Resolution 25-144  
ITEM 7.E.

Council Action: 5/19/2025

### Description

Resolution approving an agreement with Security National Bank to manage the City of Council Bluffs 457(b) Plan and authorizing and directing the Mayor to execute the same on the behalf of the City.

### Background/Discussion

The City offers employees the opportunity to invest part of their earnings into a 457(b) tax-advantaged retirement savings plan. Currently the City offers plans from three (3) different vendors, each with different fee structures and different investment options. In 2024, it was decided that consolidating those plans with a single provider would be in the best interest of the City for ease of payroll operations and plan oversight, and to both optimize the fee structure and potential results for the participants.

A committee comprised of participating employees, City administration, and an outside consultant met to determine the needs and requirements for potential vendors and drafted a Request for Proposals. Several plan providers and investment professionals were invited to present proposals to the committee. The committee voted to select Security National Bank (SNB) and the Trustee and Financial Advisor, along with Equitable as the Provider Firm.

Equitable will provide investment options as recommended by SNB, and will provide the framework for employee investments. SNB will provide ongoing education, investment advice, plan benchmarking, and reporting. All employee contributions after the effective date will be directed to the new SNB/Equitable plan, and employees will have the opportunity to roll their existing funds into the new plan as well.

This Resolution serves to establish the relationship and agreements with both Security National Bank and Equitable for purposes of providing a high-quality, participant-focused, and fiduciary-sound savings plan to all City employees.

### Recommendation

Approval of the Resolution.

### ATTACHMENTS:

Description	Type	Upload Date
457(b) Plan RFP	Other	5/9/2025
Security National Bank - Summary	Other	5/9/2025
Security National Bank - Agreement	Other	5/9/2025
Equitable - Agreement	Other	5/9/2025
Resolution 25-144	Resolution	5/15/2025

**RFP Response and Proposal  
For  
City of Council Bluffs 457 Plan**



**By  
Security National Bank**

[www.securitynational.bank](http://www.securitynational.bank)

(402) 344-7300

1120 S. 101<sup>st</sup> Street, Omaha, NE 68124



## City of Council Bluffs Proposal

1. **The following information must be provided to determine if the Financial Advisor/Provider Firm meets the minimum qualifications. If you as a Financial Advisor and your Proposed Provider Firm cannot provide these items, please do not submit an RFP as your RFP will NOT be evaluated.**
  - a) **Confirm that the Financial Advisor/Provider Firm has a minimum of ten (10) years of experience administering governmental section 457(b) Deferred Compensation plans or 401(k) plans and currently provides sole-provider administration to a minimum of five (5) different 457(b) Deferred Compensation plans or 401(k) plans, each with plans working with an organization of over 250 employees.**

### **Financial Advisor**

Security National Bank as the Trustee and Financial Advisor has over 20 years of experience administering and advising individual and group retirement plans including both 457 plans and 401k plans. Group retirement plans range in size from several million dollars to plans more than \$40M with plan participants ranging from 25 participants in smaller plans to well over 250 participants in larger plans. The largest participant count for a single plan would be more than 500 participants. The combined total number of plans that the Financial Advisor administers is 25 plans with approximately \$250M of plan assets. We employ 25 associates on our trust and wealth management team.

### **Provider Firm**

Confirmed. Equitable has provided quality financial services for 165 years. We started our defined contribution business in 1960, providing 403(b) retirement plans to organizations, in 1980 we expanded into the 457(b) market, and in 1983 entered the 401(k) market. Our focus is on our clients and their participants, and our promise is to provide products and services to help the City's participants retire with dignity.

We currently provide sole-provider administration to more than five (5) different 457(b) Deferred Compensation and 401(k) plans, each with plans working with an organization of over 250 employees. Specifically, all our 401(k) plans are sole provider, with 23 plans having over 250 participants; we have 39 457(b) plans with over 250 participants and more than nine (9) that are sole provider.

- b) **Confirm the contract resulting from this RFP shall stipulate that there can be no new investment options placed into the plan that contain any front-end charges, no back-end charges, or Market Value Adjustments (MVAs) of any kind. In addition, there will be no restrictions or penalties associated with Plan or participant initiated transfers or withdrawals (including contract termination), with the possible exception of stable value equity wash; and/or 12 month put provisions; and/or mutual fund specific short-term trading fees.**

### **Financial Advisor**

Security National Bank confirms agreement with section a(b)

### **Provider Firm**

Equitable provides a Fixed Account option that includes a Market Value Adjustment (MVA).

- c) **Confirm the Financial Advisor will be the Proposer and will be identifying the one Provider Firm they wish to utilize for these services. Confirm, on an ongoing basis, that the Financial Advisor shall be responsible for making sure that the Provider Firm is performing as expected, or better, or action will be taken to obtain the best Provider Firm for the City.**

**Financial Advisor**

Security National Bank as Advisor and Trustee will be responsible for identifying the Provider Firm. Equitable will be the provider chosen through Security National Bank's benchmarking process. Security National Bank as Advisor/Trustee will review and confirm the provider is performing their duties as expected. The review process will be ongoing

**Provider Firm**

Confirmed. Equitable, will ensure services provided to the City are performing as expected, or better, and will take all measures necessary to adapt to the needs of the City.

2. **Contact Information: Provide general information for the Financial Advisor/Provider Firm including: name, address, office telephone number, office fax number, and email address of the principal individual contact responsible for the RFP response.**

**Financial Advisor-Security National Bank**

**Primary Contacts:**

**David Shrader, CRPS - AVP Employee Benefits Officer**

**1120 S. 101<sup>st</sup> street, Omaha, NE 68124**

**402-449-0939 (Direct)**

**402-578-1063 (Mobile)**

**833-407-1267 (Fax)**

**[dshrader@snbomaha.com](mailto:dshrader@snbomaha.com)**

**Douglas Oldaker, JD**

**Director, Private Client Services**

**1120 S. 101<sup>st</sup> street, Omaha, NE 68124**

**402-221-0122 (Direct)**

**[doldaker@snbomaha.com](mailto:doldaker@snbomaha.com)**

**Provider Firm****Home Office**

Equitable Financial Life Insurance Company  
1345 Avenue of the Americas  
New York, NY 10105

**Financial Advisor****Local Address**

Security National Bank  
1120 S 101<sup>st</sup> Street  
Omaha, NE 68124

**Proposal Primary Contact**

Bob Woods, Regional Vice President  
8501 IBM Drive  
Charlotte, NC 28262  
857-939-0489  
[robert.woods@equitable.com](mailto:robert.woods@equitable.com)

**Proposal Primary Contact**

Dave Shrader, CRPS®  
402-449-0939  
[dshrader@snbomaha.com](mailto:dshrader@snbomaha.com)

3. **Financial Advisor Overview: Provide an overview of qualifications pertinent to this RFP and demonstration of comparable services for other agencies. In addition, provide your mix of business of 457(b) and 401(k) plans (specifically the number of plans you currently have), what year you began in this field, and how many are on your staff.**

Security National Bank as the Trustee and Financial Advisor has over 20 years of experience administering and advising individual and group retirement plans including both 457 plans and 401k plans. Group retirement plans range in size from several million dollars to plans more than \$40M with plan participants ranging from 25 participants in smaller plans to well over 250 participants in larger plans. The largest participant count for a single plan would be more than 500 participants. The combined total number of plans that the Financial Advisor administers is 25 plans with approximately \$250M of plan assets. We employ 25 associates on our trust and wealth management team.

**4. Provider Firm Overview: What year did you start doing 457(b) plans, what are your company's ratings, and how many 457(b), 401(k), and other plans do you currently have?**

Equitable has provided recordkeeping services for 457(b) plans for 44 years. The following table shows the opinions of three rating agencies on Equitable's ability to meet its obligations to policyholders:

Rating Organization	Financial Rating	Date of Last Rating
Moody's:	A1	May 2024
S&P	A+	Feb 2024
A.M. Best	A	Feb 2024

Ratings are subject to change and have no bearing on the performance of the variable investment options.

As of September 30, 2024, Equitable serves over 24,500 plans and over 1 million participants with over \$47.5 billion in assets. Of the over 24,500 plans, 2,747 are 457(b), 6,341 are 401(k), 157 are 401(a), and 15,303 are 403(b). Equitable employs 8,143 individuals, including 400 corporate employees and 4,400 advisors.

**5. Understanding of the Scope of Work: Provide the Financial Advisor's/Provider Firm's understanding of the scope of work as described herein. Include a description of the Financial Advisor's/Provider Firm's experience working with agencies similar in size.**

**Financial Advisor**

The Financial Advisor, i.e. Security National Bank has been providing individual and group retirement plan services since June 2004. Security National Bank acts as both plan trustee and financial advisor. As plan trustee, we custody plan assets, and for ERISA qualified plans we insure plans remain in compliance with all regulatory pronouncements to include but not limited to annual plan reviews, investment lineup and monitoring, participant notices, recordkeeping and testing, along with Form 5500 preparation and signing. As the financial advisor, Security National Bank meets with individual participants on an agreed upon frequency to understand a participant's risk tolerance and advise the participants on the proper asset allocation for their 401k or 457 plan assets in conjunction with other outside assets. As plan trustee, SNB provides actual investment advice not just education. SNB also provides advice on estate planning and the proper use of trusts in such planning, insurance planning, proper beneficiary designations, along with resolution of Qualified Domestic Relation Orders. There is no additional charge for these services.

**David Shrader, CRPS®, Financial Advisor**



Dave Shrader will leverage his years of experience to serve the City's 457(b) plan. He is a member of the community as he lives and works locally and is invested in the success of the area. He will conduct and coordinate both enrollment and ongoing education for the City and is responsible for developing and implementing the communication and education strategy for employees in coordination with the City's rules and policies.

David Shrader has over 30 years of experience in the financial industry and is currently an employee benefits officer. He is a Chartered Retirement Plans Specialist and has experience with plan design, stakeholder management, administration, employee education, and compliance of 401(k), ESOP, 403(b), and 457(b) plans.

He graduated from Bellevue University, NE with a bachelor's and master's degree in project management and is insurance licensed.

### **Provider Firm**

Equitable understands and confirms we meet and will perform all the requirements set forth in the "Scope of Services" section of this RFP.

The City will be served by an experienced account team consisting of Relationship Manager Bob Woods, local Financial Advisor Dave Shrader, Plan Implementation Coordinator Allison Spiro, Account Manager Jessica Willis, and our administration team. This team has an extensive background in servicing 457(b) and 401(k) plans and will work together to provide the City with the highest levels of quality service.

### **Relationship Manager**

#### **Bob Woods, Divisional Vice President, Relationship Manager**



The relationship manager's role is designed to develop and maintain long-term relationships with our most important customers. Bob Woods will provide over-arching support, measure success and satisfaction, define strategy on communications and education material, oversee administration and service and other projects, and assist with ongoing plan reviews to ensure the City's retirement benefits meet and exceed expectations on every level. In addition, Mr. Woods will work with the City to identify strategic partnership opportunities, so we may reinvest in the communities where we work and live.

Bob Woods has over 17 years of experience in the financial services industry, with a strong focus on retirement planning. He joined Equitable in 2024 after spending nearly 9 years with Mutual of Omaha and over 7 years with Guardian Life. His area of expertise is defined contribution plans and throughout his career he has demonstrated exceptional leadership skills, consistently exceeding expectations, and delivering outstanding results. He has a proven track record of collaboration with financial advisors, plan sponsors, strategic partners, sales teams, and internal stakeholders to drive success.

Mr. Woods holds FINRA 7 and 63 licenses, and Life and Health. He is a graduate of Stonehill College, MA.

### **Implementation and Conversion**

#### **Allison Spiro, Plan Implementation Coordinator**



During the transition, the Plan Implementation Coordinator, Allison Spiro, will be the main point of contact for the City, providing oversight of plan implementation and coordinating with the plan sponsor, financial professionals, relationship manager, and Equitable internal teams to ensure a smooth, timely implementation and conversion.

Allison Spiro has over 20 years of financial services experience. She joined Equitable in March 2003 as a client relationship manager. She studied History at the University of Delaware and is FINRA Series 7 and 63 and New Jersey state insurance licensed.

### **Account Manager**

**Jessica Willis, Retirement Plan Account Manager**



Jessica Willis will serve as the City's dedicated account manager once the plan is implemented. She has a strong knowledge of products, systems, and applicable IRS and DOL regulations. Ms. Willis will provide web demonstrations (i.e. fee disclosure, payroll processing), assist the City with obtaining prior year information for conversions, support day-to-day administrative duties, aid with compliance testing, plan amendments, complex service inquiries, and serve as a point of contact for the City and Mr. Shrader once onboarding steps are complete.

Ms. Willis brings more than 5 years of experience in the financial services industry. She has worked on different business lines in the home office, handling various annuity and mutual fund products. She is proficient in servicing 403(b), 457(b), and 401(a) qualified plans. Ms. Willis moved to the retirement plan account management team after working for Equitable's participant call center.

### Administration Team

The City will be serviced by our administration team of nearly 400 corporate personnel covering such areas as customer service, marketing, legal, IRS compliance and regulations, and IT located across New York and Charlotte offices. The administration team is responsible for providing all client facing services for 457(b), 403(b), 401(a), and 401(k) plans.

### Conversion Experience

When we first began serving 457(b) plans we focused largely as an add-on provider and have been successful with this strategy. In response to market sentiment, over the past several years we have actively pursued takeover opportunities. With our experience of takeovers and add-ons, we are positioned to serve plans in either capacity. Below are a few examples of our takeover experience like the City.

Plan Name	Takeover Date	Former Provider	Assets	Participants
City of Dunkirk (NY)	April 1, 2023	Nationwide	\$13.9M	201
City of Taylor (MI)	March 1, 2023	Mutual of Omaha	\$5.2M	218
City of Brownsville (TX)	March 14, 2021	Nationwide	\$15.9M	508
Brownsville Public Utilities Board (TX)	October 29, 2019	Nationwide	\$5.4M	225

When Equitable is approved as an authorized provider, the specific timeframes, and the number of days for each step of the implementation are discussed between you, your onboarding specialist, and financial advisor. Generally, plan conversions take 45-60 days.

### Process

#### 6. Concept and Solution:

- a) **Discuss in detail the scope of services the Financial Advisor/Provider Firm will provide to the City of Council Bluffs. Also identify:**
  - i. **The services the Financial Advisor/Provider Firm would not provide to the City.**

#### **Financial Advisor**

Security National Bank will act as plan trustee and Financial Advisor to the City. As such, Security National Bank acts as a fiduciary in all aspects of the plan. This includes acting as a fiduciary or co-fiduciary in the selection and monitoring of plan investments at the plan level, custody of plan assets, participant advice and education on investment selection at the participant level, participant advice and education on estate and financial planning, retirement planning, plan administration and recordkeeping. To the extent some of these services are provided in conjunction with the Provider Firm, Security National Bank ultimately remains responsible for the outcome of those services.

#### **Provider Firm**

Equitable does not act as a fiduciary for the plan or its participants. We offer the City access to administrative fiduciary services through NBS for review and approval of participant requests and partner with SWBC to offer fiduciary investment services.

ii. **Additional services the Financial Advisor/Provider Firm would provide to the City. Indicate which additional services would carry an additional cost.**

**Financial Advisor**

As the financial advisor, Security National Bank meets with individual participants on an agreed upon frequency to understand a participant's risk tolerance and advise the participants on the proper asset allocation for their 401k or 457 plan assets in conjunction with other outside assets. As plan trustee, SNB provides actual investment advice not just education. SNB also provides advice on estate planning and the proper use of trusts in such planning, insurance planning, proper beneficiary designations, along with resolution of Qualified Domestic Relation Orders. There is no additional charge for these services.

**Provider Firm**

Plan Sponsors have access to additional optional administrative services. Equitable partners with SWBC to provide investment fiduciary support, NBS for 3(16) plan administration, and Stadion for managed account services.

**Fiduciary services** - SWBC Retirement Plan Services is an independent, professional investment advisory and consultant firm. They can manage some or all investment fiduciary responsibilities for DHA sponsors.

**3(16) Fiduciary support** - NBS has administered retirement plans since 1986 and serves over 20,000 employers nationwide in third-party benefit administration. As a 3(16) Plan Administrator, NBS can help plan sponsors fulfill fiduciary responsibilities and reduce the amount of time spent administering the plan.

**Managed accounts** - Stadion is an Independent Registered Investment Advisor providing managed account services to retirement plan participants. They offer participants the personal assistance they need to plan for retirement.

**Scope of Services**

1. **The Financial Advisor/ Provider Firm shall transition the current three separate 457(b) plans to a single provider. The Financial Advisor shall develop a transition plan and facilitate this transition to a single provider.**

**Financial Advisor**

Security National Bank will coordinate the transition in conjunction with the Firm Provider after the city awards the contract. Once awarded, a specific timeline of transition activity will be developed after consulting with the city regarding any specific constraints or time sensitive deadlines it may have which will be incorporated into the timeline. As an example, the decision to consolidate to a single provider necessarily involves changing the investment lineup to a reasonable number of investment options. One of the first decisions will be to discuss the city's preference for liquidation and transfer of cash balances or, in the alternative, a like fund to like fund transfer. The pros and cons of each alternative will be discussed. Immediately thereafter, the Financial Advisor will begin meeting with individual participants to assist them with any needed changes to their fund selection or overall asset allocation, pre or post conversion. Group meetings

will also be undertaken to explain the transition and the benefits of doing so. The above-mentioned timeline will include scheduling in person or virtual meetings with the members of the Provider Firm that will introduce each member and their role within the organization.

#### **Provider Firm**

Once the City awards Equitable the bid, we will immediately reach out to begin the planning process. Subject to any implementation procedures the City establishes, we will create an account and begin rolling over the funds from the current providers. Our implementation specialist, Allison Spiro, will guide the city throughout the conversion process. In addition, the city can track the full process through our plan sponsor website. Ms. Spiro coordinates the efforts of the implementation team, ensuring a smooth onboarding and conversion process.

We consider a conversion successful when key milestones and deliverables are met with minimal disturbance to plan participants. Throughout the process we will keep the city notified of our progress through emails, calls or meetings. Our many years of extensive experience transitioning plans provides us with the expertise to execute a responsible participant account transfer program at the request and instruction of the city.

### **2. The Financial Advisor/Provider Firm shall reduce participant expenses relating to the plan.**

#### **Financial Advisor**

As a fiduciary and your plan trustee, Security National Bank has an obligation to “benchmark” the city’s plan bi-annually for the opportunity to lower fees or otherwise reduce expenses.

#### **Provider Firm**

Equitable will work with the city to identify opportunities to reduce participant expenses related to the plan.

### **3. The Financial Advisor/Provider Firm shall provide and improve initial participant education, transition assistance, and enrollment assistance.**

#### **Financial Advisor**

Mr. Shrader will be onsite, or available virtually, to assist with plan transition, employee enrollment, and initial participant education. He will hold pre-transition meetings no less than one month prior to the transition to introduce the changes to participants. After the transition, he will return, or be available remotely, to hold additional discussions and reviews. Additionally, for participants, Mr. Shrader is available virtually or on-site for meetings, as often as needed with a minimum of three group meetings per building a year to meet the City’s needs. Most of the meetings will be one-on-one; however, they can also hold group meetings if the city prefers. If employees are unable to attend the meetings, Mr. Shrader will contact them to set up an appointment at a time and place convenient for them. Participants can also book appointments through the online scheduling tool.

Mr. Shrader's will clearly explain that two of the most effective ways participants can save for retirement are to start as early as possible and increase their deferral contribution amount as often as possible. He illustrates how putting away a certain amount of each paycheck today can add up to a sizable retirement account. He also explains the tax benefits participants can expect and the importance of regularly reviewing their savings plan.

#### **Provider Firm**

After transition, Mr. Wood, Mr. Shrader, and the administrative team will provide support for the city. They will explain how to use the plan sponsor website, to submit payroll files, generate reports, and access plan information. The team are also available to work one-on-one with the city to explain our systems or troubleshoot any problems that may arise. Our commitment to providing the city with excellent service starts day one and continues throughout the relationship.

- 4. The Financial Advisor/Provider Firm shall provide regular ongoing education, enrollment assistance, and communication services to participating employees.**

The Financial Advisor will provide regular ongoing education, enrollment assistance, and communication services to participating employees at a frequency convenient to the city.

- 5. The Financial Advisor/Provider Firm shall provide support for as many plan administrative functions as deemed appropriate by the City.**

#### **Financial Advisor**

Security National Bank is local, and available for all administrative functions the city may deem appropriate.

#### **Provider Firm**

Equitable will partner with the City to set goals and develop strategies to meet those goals. The city's local Financial Advisor will review the plan annually to ensure it meets both the city's and participants' needs. We offer automated solutions to ease day-to-day responsibilities and regulatory assistance to ensure adherence to government regulations.

- 6. The Financial Advisor/Provider Firm shall provide for an orderly and timely transition of investor's assets and services, if necessary.**

#### **Financial Advisor**

Security National Bank has 20 plus years of transitioning retirement plans of all sizes and complexities. We are local and know the need to be accessible during and beyond the transition period.

#### **Provider Firm**

Equitable's experience transitioning 457(b) plans provides the necessary expertise to execute a responsible participant account transfer program. Transitioning accounts to Equitable is performed with the participant's best interest in mind. We provide a range of investment education services to meet the needs of different investors. These services take into consideration

the different risk profiles and needs of participants including providing support with surrender charges on legacy accounts.

**7. The Financial Advisor/Provider Firm shall implement best practices for a 457(b) plan.**

**Financial Advisor**

Agreed.

**Provider Firm**

Agreed.

**8. The Financial Advisor/Provider Firm shall maintain and ensure Plan compliance.**

**Financial Advisor**

Agreed.

**Provider Firm**

Agreed.

**9. The Financial Advisor/Provider Firm shall support the Deferred Compensation Committee and the City with their Fiduciary responsibility.**

**Financial Advisor**

Security National Bank does act as a fiduciary and will act as plan trustee and/or a participant in plan committee meetings, as requested. Initially, a significant assessment of the city's current investment policy statement will be undertaken by Security National Bank and will be amended as needed.

**Provider Firm**

Equitable does not act as a fiduciary for the plan. We partner with Security National Bank along with SWBC to offer fiduciary investment services. We also offer 3(16) administrative fiduciary services via National Benefit Services (NBS).

**10. The Financial Advisor/Provider Firm must have a minimum of ten (10) years of experience administering governmental section 457(b) Deferred Compensation plans or 401(k) plans and must currently provide sole-provider administration to a minimum of five (5) different 457(b) Deferred Compensation plans or 401(k) plans, each with plans working with an organization of over 250 employees.**

**Financial Advisor**

Security National Bank as the Trustee and Financial Advisor has over 20 years of experience administering and advising individual and group retirement plans including both 457 plans and 401k plans. Group retirement plans range in size from several million dollars to plans more than \$40M with plan participants ranging from 25 participants in smaller plans to well over 250 participants in larger plans. The largest participant count for a single plan would be more than 500 participants. The combined total number of plans that the Financial Advisor administers is 25

plans with approximately \$250M of plan assets. We employ 25 associates on our trust and wealth management team.

#### **Provider Firm**

Equitable has provided quality financial services for 165 years and provides sole-provider administration to more than five (5) different 457(b) Deferred Compensation and 401(k) plans, each with plans working with an organization of over 250 employees. Specifically, all our 401(k) plans are sole provider, with 23 plans having over 250 participants; we have 39 457(b) plans with over 250 participants and more than nine (9) that are sole provider.

- 11. The Financial Advisor/Provider Firm shall have appropriate and adequate internal controls currently in place that ensure that the handling of all Plan contributions, withdrawals, surrenders, inter-fund exchanges or transfers, or any other financial transaction relating to the administration of the Plan is in accordance with all applicable laws and regulations. Moreover, the Financial Advisor/Provider Firm shall warrant that an audit of those controls has been performed in the last twelve (12) months. That said audit resulted in no violations of industry standards relating to money management or record keeping practices, and that as a result of the audit no employee was terminated, reassigned, or otherwise disciplined.**

#### **Financial Advisor**

We have a compliance team responsible for ensuring that all portfolio activities meet the legal, regulatory, and ethical standards set forth by the Office of the Comptroller of the Currency (OCC) and other relevant bodies. This team monitors changes in regulations and implements necessary updates to our processes. We conduct regular audits and reviews to ensure that our operations remain fully compliant.

Transparency is key. We maintain documentation of all transactions, providing clients with clear reporting to ensure accountability at every stage of the investment process. Security National Bank Wealth Management is subject to intensive regulatory review by the Office of the Comptroller of the Currency every eighteen months.

We conduct risk assessment reviews on multiple functions/procedures including: client communications and proper documentation, account opening and closing process, trade execution, delegation of investment authority, estate settlement, irrevocable life insurance trust procedures, 1099 production procedures, IT controls and disaster recovery, ACH and wire transfer controls, account review process, discretionary distributions, administrative privileges, funds availability, non-marketable assets, debt standards and pledged securities etc.

#### **Provider Firm**

Equitable has appropriate and adequate internal controls currently in place that ensure that the handling of all Plan contributions, withdrawals, surrenders, inter-fund exchanges or transfers, or any other financial transaction relating to the administration of the Plan is in accordance with all applicable laws and regulations. Legislative changes are incorporated into our systems through the continued effort of Equitable's product, legal, processing and IT departments. Individual members of these various departments are charged with keeping up to date with IRS Code and spearheading necessary changes. As new tax law is introduced, these groups ensure our systems, as well as pertinent legal documents, forms, and education materials are updated as necessary.

Additionally, amendments are filed with each state's insurance department. Quality control checks are performed on the systems if these changes have a financial impact on contributions or distributions.

Our Internal Audit Department conducts individual audits to evaluate the system of internal controls and compliance of existing controls. The audits provide independent, objective assurance and consulting services designed to add value and improve the operations of the Company. The results of these audits are reported to management and the Audit Committee.

Our recordkeeping platform provider, SS&C, uses a third-party accounting firm to perform an annual SOC 1 review of their operations to monitor these processes. A copy can be provided upon request. The audit results have not resulted in violations of industry standards relating to money management or record keeping practices, and as a result of the audit, no employee was terminated, reassigned, or otherwise disciplined.

**12. The Financial Advisor/Provider Firm shall be duly qualified to do business in the State of Iowa at the time of the RFP response submittal.**

**Financial Advisor**

Security National Bank is duly qualified to do business in Iowa.

**Provider Firm**

Equitable is qualified to do business in the State of Iowa.

**13. The Financial Advisor/Provider Firm shall have knowledge of and comply with all applicable State and Federal regulations regarding Iowa municipal corporation retirement plans and investment options.**

**Financial Advisor**

Security National bank has knowledge of and complies with applicable State and Federal regulations regarding Iowa municipal corporation retirement plans and investment options.

**Provider Firm**

Equitable has knowledge of and complies with applicable State and Federal regulations regarding Iowa municipal corporation retirement plans and investment options.

**14. The Financial Advisor/Provider Firm shall establish and maintain individual participant account records and calculate daily valuations of account balances through a secure administrative system. The system must also correctly and immediately allocate contributions and balances to the selected investment products upon receipt of a valid directive to do so.**

**Financial Advisor**

Confirmed.

**Provider Firm**

Confirmed. Equitable establishes and maintains individual participant account records and provides daily valuations of account balances through a secure administrative system. The system correctly and immediately allocates contributions and balances to the selected investment products upon receipt of a valid directive to do so.

- 15. The Financial Advisor/Provider Firm shall maintain an emergency preparedness/disaster plan that assures the continuity of operations in the event of an emergency and that such plan has been successfully tested within the twelve (12) months preceding July 31, 2024.**

**Financial Advisor**

Security National Bank maintains a Business Continuity plan and has emergency operations available.

**Provider Firm**

Equitable maintains a Business Continuity Plan (BCP) that provides a centralized summary of procedures delineating steps for efficient disaster management and recovery of Vision operations. Information included in the BCP provides procedures for determining emergency action scenarios, declaring a disaster, restoring business functions, enabling recovery checklists, and defining roles and responsibilities. Disaster Recovery testing of the systems is performed twice yearly using off-site tapes for critical applications. Our most recent disaster recovery test was performed in late 2023.

- 16. The Financial Advisor/Provider Firm shall administer all applications for benefit payments, distribute benefits within five (5) business days of the receipt of all necessary information in good order, compute and deduct all required Federal and State taxes, and furnish tax reporting forms to all beneficiaries with copies to all appropriate regulatory authorities.**

**Financial Advisor**

Confirmed.

**Provider Firm**

Confirmed. Equitable will handle mandatory and voluntary tax withholdings (Federal and State), prepare and file 1099 reports, provide participants with required tax data, and issue all applicable forms for tax reporting purposes to comply with IRS Code. Tax forms are automatically delivered to participants who receive cash distributions, including defaulted loans. Participants may retrieve tax forms on-line.

- 17. The Financial Advisor/Provider Firm shall offer mobile app technology. Mobile websites only will not be considered.**

**Financial Advisor**

Confirmed.

**Provider Firm**

Equitable offers an award-winning mobile app through iTunes® and GooglePlay®. Participants can initiate transactions while in the app and are automatically redirected to our secure mobile optimized website to complete. All capabilities available on our website are available via the app.

Participants can navigate through the website for account information and transactions, plan and participant transaction processing, recordkeeping, and reporting services. Our website is PC, tablet, and mobile friendly.

- 18. The Financial Advisor/Provider Firm shall absorb and pay all fees, surrender charges, Market Value Adjustments (MVAs), or penalties associated with the termination of the three (3) currently existing contracts at Nationwide, VOYA, and MissionSquare Retirement (Formerly ICMA-RC) so that no plan participant is negatively impacted during this consolidation process.**

**Financial Advisor**

Confirmed. All such "expenses" will be the shared responsibility of the Financial Advisor and Firm Provider.

**Provider Firm**

Equitable can assess the cost implications of fees, surrender charges, and MVAs when such fees are provided.

- 19. On an ongoing basis, the Financial Advisor shall be responsible for making sure that the Provider Firm is performing as expected, or better, or action will be taken to obtain the best Provider Firm for the City.**

**Financial Advisor**

As your fiduciary, Security National Bank has the continuing obligation for initial, on-going, and annual reviews of all vendors/providers to ensure the exceptional level of service expected is being met. Providers will be replaced if they do not meet expectations.

**Provider Firm**

Equitable will ensure services provided to the City are performing as expected, or better, and will take all measures necessary to adapt to the City's needs.

- b) Provide a technical plan/tentative work schedule displaying tasks and an estimate of time envisioned by the Financial Advisor/Provider Firm in its relationship with the City during the first twelve (12) months after contract award. This should include the proposed transition plan of the Financial Advisor.**

**Financial Advisor**

Group enrollment meetings will be held, followed by individual one on one meetings with participants. Ongoing group and individual employee education will be done in conjunction with the City of Council Bluffs schedule.

**Provider Firm**

Our conversion team, led by Allison Spiro, will introduce the below implementation timeline, and customize based on the City's needs. Ms. Spiro will work closely with the prior provider's deconversion team to ensure the conversion milestones are met. Though a plan conversion can span between 30-90

days, most range from 45-60 days, to enable participant notifications concerning the blackout period. There is no cost assessed by Equitable to the City or their participants during the conversion process.

During conversion, the existing provider wires monies to Equitable. We hold those monies in a conversion holding account based on two methodologies, money market or mapped conversions. In addition, conversion data, participant balance information, and participant census data are sent to our conversion team to apply participant monies appropriately. After the City verifies the information in the conversion trial balance report, we allocate conversion assets from the holding account to participant accounts based on the allocation preferences outlined.

To initiate the transition, the city provides direction to liquidate the conversion holding account(s) and invest assets into the individual participant accounts. We will accept an electronic file in the proper format, which includes current participant investment elections, and will map those elections to like or similar funds that the plan selects. This eliminates the need to re-enroll all existing participants.

#### **Implementation support**

Mr. Shrader is onsite, or available virtually, to assist with plan transition and employee enrollment. He will hold pre-transition meetings no less than one month prior to the transition to introduce the changes to participants. After the transition, he will return, or be available remotely, to hold additional discussions and reviews. Additionally, for participants, he is available virtually or on-site for meetings as needed. Most of the meetings are one-on-one; however, he can also hold group meetings if desired. If employees are unable to attend the meetings, they will contact them to set up an appointment for a convenient time and place.

After transition, Mr. Shrader, Ms. Willis, and the administration team will provide support for the city. They will explain how to use the plan sponsor website, to submit payroll files, generate reports, and access plan information. The team is also available to work one-on-one with the city to explain our systems or troubleshoot any problems that may arise. Our commitment to providing the city with service starts day one and continues throughout the relationship.

- 7. Fees: The proposal shall include fee information. Please indicate the Financial Advisor's fee (could be dollar amount, basis points, or percentage). Please also indicate investment fees. We are looking for a range of the low end to the high end. We would also like performance information. Lastly, please indicate any other transactional fees such as distribution fees. Provide documentation of all other fees associated with the Financial Advisor/Provider Firm's services/deliverables that the City will be subject to, if applicable.**

**Note: the lowest price proposal will not necessarily be selected. Technical components will be weighed in addition to costs to ensure the city is procuring best value versus lowest price. Upon award, the city reserves the right to explore other options with the Financial Advisor/Provider Firm for actual implementation.**

#### **Financial Advisor**

SNB's fee is quoted at 10 basis points levied against the market value of plan assets. This is typically deducted from participant balances. If the City of Council Bluffs prefers, we can bill the City directly at an agreed upon flat rate with a cost-of-living adjustment each year giving the City additional flexibility.

**Provider Firm**

Equitable has provided a *Proposal Fee Summary* detailing our pricing assumptions, costs, and *ERV Optional Fees*, which include other transactional and optional fees. A sample fund lineup is also provided demonstrating the performance information.

Equitable Recordkeeping, and Basic Plus Services	0.23%
Investment Fiduciary Services (Optional)	0.02%

"Proposed pricing is based on the information provided by the City in the RFP and subject to adjustment based on actual plan metrics."

- 8. Financial Advisor Additional Information: Is the Financial Advisor local? Provide an overview of the Financial Advisor’s responsibilities. Include an up-to-date resume for the Financial Advisor along with a list of active professional certifications. Does the Financial Advisor have any affiliation with a group or individual that would prohibit them from working directly with the City of Council Bluffs. Provide this information for Financial Advisor’s staff members, as well.**

**Financial Advisor**

Security National Bank is a "local" Family-owned bank established in 1964 in Omaha, Nebraska, our founder, Clarence "Mickey" Landen, Jr., laid the foundation for a financial institution guided by core values:

Customized, personal service  
Financial strength & stability  
Holistic, full-circle approach

We’ve had a long history in the Omaha-Council Bluffs area and are committed to the betterment of the community we live and work in. In addition to our Council Bluffs office, Security National Bank has additional offices in Des Moines, Iowa and Dallas, Texas.

**Advisor Bios:**

Douglas S. Oldaker, J.D. - Director, Private Client Services

Creighton University BSBA 1979; Creighton University School of Law 1982.

Licensed attorney in NE and authorized to practice before various county and district courts, NE Supreme Court, and US Tax Court as well as the Eighth Circuit Court of Appeals.

Vice President US Bank Trust and Wealth Management 1982-1995.

President Kirkpatrick Pettis Trust Company 1996-2004.

Executive Vice President and Director of Private Client Services, Security National Bank 2005-2024.

David B. Shrader, CRPS - AVP Employee Benefits Trust Officer

B.S Project Management- Bellevue University 2018

Masters Project Management- Bellevue University 2023

Chartered Retirement Plans Specialist Designation- 2016-Present

Nebraska Early Childhood Collaborative, Board Member- 2018-Present

With over 25 years helping employers and employees reach their financial goals, David has the experience and desire needed to ensure employers have the tools and resources to navigate their 401k, 457b, 457f, 403b, and ESOP plans. David also works with employees in group and individual settings, offering in-person or remote employee education, investment advice, estate planning, and proper beneficiary designations.]

**9. References: Provide three (3) references for the Financial Advisor and three (3) references for the Provider Firm.**

**Financial Advisor**

Security National Bank references have been submitted on the lonwave site under the "Attributes "tab.

**Provider Firm**

Plan Name	Contact Information	Plan Type	AUM	Contract Period	Scope of Work
City of Detroit	Craig Love, Benefits 304 Coleman A. Young Municipal Center Detroit, MI 48226 313-224-4815 lovec@detroitmi.gov	457(b)	\$58 million	11/29/23 to present	Recordkeeping, Administration, and Education
City of Birmingham	Marilynn Johnson, Division Manager 710 20 <sup>th</sup> Street N Birmingham, AL 35203 202-297-8231 marilynn.johnson@birminghamal.gov	457(b)	\$27 million	1/1/80 to present	Recordkeeping, Administration, and Education
City of Dunkirk	Carol A. Oliveira, Chairman 342 Central Ave Dunkirk, NY 14048 716-366-9882 coliveira@cityofdunkirk.com	457(b)	\$14 million	7/19/21 to present	Recordkeeping, Administration, and Education



**City of Council Bluffs**  
**457(b) Plan Vendor Services Summary for Security National Bank**

Security National Bank will be responsible for the following services to support the City of Council Bluffs' 457(b) deferred compensation plan. These expectations are designed to ensure a high-quality, participant-focused, and fiduciary-sound program:

1. **Annual Group Meetings:**  
Conduct at least one group session per year to educate employees on the 457(b) program.
2. **Semi-Annual One-on-One Meetings:**  
Provide individual consultations for participants at least twice annually on a consistent schedule.
3. **Quarterly Investment Advisory Committee (IAC) Participation:**  
Attend and contribute to quarterly IAC meetings.
4. **Investment Policy Statement (IPS) Development:**  
Assist the IAC in drafting and maintaining a formal Investment Policy Statement.
5. **Bi-Annual Plan Benchmarking:**  
Benchmark the plan every other year to ensure it remains competitive and aligned with best-in-class practices.
6. **Service Coordination with Product Provider:**  
Collaborate with the product provider to implement efficient service request processes and adopt industry best practices.
7. **Equitable Implementation Partnership:**  
Work with Equitable's installation team during the setup phase and maintain close coordination with Equitable's Relationship Manager post-launch.
8. **Investment Reporting:**  
Provide the IAC with clear, regular reports on plan investments, including insights from Security National Bank's market outlook.
9. **Annual Program Goal Setting:**  
Partner with the IAC to develop and document specific 457(b) plan goals for the upcoming 12-month period.
10. **Participant Transition Support (First-Year Priority):**  
During the first 12 months, meet with participants to review current 457(b) assets and provide strategic guidance for potential rollovers into the new plan.
11. **Annual Investment Lineup Review (3(21) Fiduciary Role):**  
Act as a 3(21) fiduciary advisor by conducting annual performance reviews of all plan investments. Recommend replacements for any underperforming or problematic funds, in partnership with the IAC in jointly making investment adjustments to investments offered.

AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF COUNCIL BLUFFS, IOWA, hereinafter referred to as "Owner" and SECURITY NATIONAL BANK, hereinafter referred to as "Contractor", with said agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the 12th day of November, 2024, did submit a proposal to the Owner of certain Plans and/or Specifications entitled RFP Response and Proposal for City of Council Bluffs 457(b) Plan, a copy of which Proposal is attached and made part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Request for Proposals City of Council Bluffs, 457(b) Plan Services, the Proposal referenced above, the one-page summary outlining Security National Bank's services for the City of Council Bluffs, the agreement with Equitable, and this Agreement as if each had been fully set out herein and are attached hereto.
2. The Contractor agrees to furnish all materials and/or labor, mechanics for labor, tools, materials and equipment to complete the work under this contract in a good workmanlike manner in accordance with the Plans and Specifications.
3. As consideration for the successful performance and compliance of the terms and conditions of this Agreement, Contractor shall be permitted to collect a fee of 0.10%. In addition to this, Equitable shall be permitted to collect 0.15% as set out in the Agreement between the Owner and Equitable which is attached hereto.
4. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with the substitutions or changes in said plans and specifications shall not be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
5. The Contractor shall deliver the materials and/or complete the work under this Contract within the time allotted by the Special Provisions or by an approved extension thereof. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the sum of 1% of the total project cost for each and every day past the deadline for completion of the work under this contract. The City has the right to utilize a different vendor and/or qualified contractor to complete the work.
6. To the extent allowed or imposed by law, the Contractor shall defend, indemnify and hold harmless the City of Council Bluffs, including its agents and employees,

from any claim or liability whether based on a claim for damages to real or personal property, or to a person, for any matter relating to or arising out of the Contractor's wrongful, negligent or otherwise illegal performance of Contractor's obligations under this Agreement.

8. This agreement may only be modified by WRITTEN mutual agreement executed by both Owner and Contractor.

IN WITNESS WHEREOF, we the contracting parties by our agents hereto affix our signatures.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
at 209 Pearl Street, Council Bluffs, Iowa 51503.

Executed for Contractor

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

Title: \_\_\_\_\_

ATTEST: (Witness)

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

Title: \_\_\_\_\_

Executed for Owner:

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

Director of Department

ATTEST: (Witness)

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

(if required)

Insurance Approved By: \_\_\_\_\_

**EQUITABLE****Authorization To  
Add/Delete Plan  
Access**☐ Retirement Gateway®☒ Equitable Retirement Vision<sup>SM</sup>**Employer Authorization**As the Plan Administrator for City of Council Bluffs (Plan Name), Plan Id \_\_\_\_\_I hereby authorize Equitable and its agents to provide the individuals listed below access to Plan Information and/or access to the internet site known as "Plan Internet" effective on 3/6/2025 | 10:56 AM EST.

The Plan Administrator reserves the right to withdraw access to Plan Internet with respect to the Plan.

I hereby request that Equitable provides each individual listed below with one system identification number and password for access specified above. I agree to notify Equitable in writing if I change or revoke anyone's access defined herein, including any event by which I authorize a replacement Plan Administrator. Any such change shall not be effective until Equitable receives written notice of such from the Employer. I agree that Equitable and its agents will not be responsible or liable for any action it takes under this authorization prior to receiving written notification of any change or revocation.

Equitable shall not be responsible for any action or omission of the Plan Administrator with respect to this authorization, including any unauthorized access to or use of plan or participant information obtained from Plan Internet. The Plan Administrator agrees to indemnify and hold Equitable harmless from and against, any and all claims, suits, losses, damages, costs, charges, counsel fees, payments, expenses and liability arising out of or attributable to the authorization granted herein.

**Accepted and Agreed:**

Plan Administrator

Signed by:

*Brenda Norton*

By:

9EF75300B772473...

3/6/2025 | 10:56 AM EST

Date:

Printed Name: Brenda NortonTitle: Director, Human Resources

Name	Add as Plan Sponsor	Add as Plan Admin.	Grant Plan Web Access? (check Yes or No)	Delete Access/ Remove	Phone Number	Contact's Email Address
<i>Example John Q. Sample</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>		
<i>Example Jane Sample</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>		
<i>Example John Smith</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/>		
Brenda Norton	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7128905272	bnorton@councilbluffs-ia.gov
Michell Houseton	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		7128905341	mhouseton@councilbluffs-ia.gov
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No			

Anyone being granted access to the Plan Sponsor web site will have the ability to manage, view and edit plan level information. This includes reviewing Plan and Participant account balances, Adding and/or updating Participant information, creating and transmitting payroll information, downloading various report data, reviewing investment performance, and approving transactions such as participant loans and distributions.

For security reasons, user passwords will expire every 30 days. The user will be prompted to change it immediately upon logging on. The password may be alpha-numeric and must be a minimum of 6 characters and a maximum of 8 characters.

The password may also become disabled if the user does not access the web site within a 90-day period. If a user ID becomes disabled, the user will receive an error message instructing them to call the Retirement Plan Account Manager at 800-528-0204 for Retirement Gateway and 888-370-8871 for Equitable Retirement Vision.

**CUSTODIAN AGREEMENT**  
**For Non-Trusteed 403(b) Plans and Non-Trusteed 457(b) Plans Only**

THIS AGREEMENT is made and entered into as of the 3rd day of March, 2025,  
among City of Council Bluffs ("Employer"), and Benefit Trust Company, a trust company organized under  
the laws of Kansas ("Benefit Trust").

WHEREAS, the Employer has adopted and maintains a retirement plan to be known as the  
City of Council Bluffs 457(b) Plan ("Plan") for the benefit of certain of its employees,  
effective March 3, 2025 and as amended from time to time; and

WHEREAS, the Employer, acting for itself or in its capacity as the Plan Administrator, desires to  
enter into a Custodian Agreement with Benefit Trust for the purpose of holding certain Plan assets and  
providing certain services for the Plan; and

WHEREAS, the Employer represents that the terms of the Plan do not enlarge or otherwise alter  
Benefit Trust's responsibilities as described in this Agreement.

WHEREAS, Benefit Trust is willing to provide services as a custodian, but only on certain terms  
and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Employer  
hereby appoints Benefit Trust as custodian for the Plan, and Benefit Trust hereby accepts such  
appointment and agrees to provide the services described in the attached Terms and Conditions. The  
Employer represents and warrants to Benefit Trust that it has authorized Planconnect  
("Recordkeeper") to forward to Benefit Trust instructions on behalf of the Employer, Plan Administrator  
or other Plan fiduciary responsible for the operation and administration of the Plan, and the Participants, if  
applicable.

The Employer and Benefit Trust have executed this Custodian Agreement to be effective as of the  
day and year first above written.

City of Council Bluffs  
Employer  
Signed by: Brenda Norton  
By: 9EF75300B772473...  
Print Name: Brenda Norton

Title: Director. Human Resources  
**(Responsible Plan Fiduciary)**  
Address: 209 Pearl Street  
Address: Council Bluffs IA 51503  
Phone: 712-890-5272  
Email: bnorton@councilbluffs-ia.gov

**Benefit Trust Company**  
Custodian  
By: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Title: \_\_\_\_\_

## CUSTODIAN AGREEMENT

### Terms and Conditions

The Employer and Benefit Trust agree that Benefit Trust shall serve as custodian for the Plan described in the Custodian Agreement pursuant to the following terms and conditions:

#### Section One - Establishment of Account

1.1 Assets. The Employer from time to time will place with Benefit Trust some or all of the assets of the Plan (such assets are referenced herein as the "Account"). Benefit Trust agrees to hold, invest, exchange and otherwise deal with the Account in accordance with the following terms and conditions. The duties and responsibilities of Benefit Trust with respect to the Account shall be determined solely in accordance with this Agreement and shall not be deemed to be enlarged by the provisions of the Plan.

1.2 Contributions. Benefit Trust shall have no duty to determine any Plan contributions, and shall be under no obligation to collect the same. The Employer shall have the sole duty and responsibility for determining the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to Benefit Trust and compliance with any statute, regulation or rule to such contributions. Benefit Trust shall be accountable solely for monies or properties actually received by it, and not for monies or property not received or otherwise transferred out of the Account to other custodians, participant directed brokerage accounts or the like. The Employer may direct Benefit Trust through the Recordkeeper to debit a pre-authorized Employer account through the Automated Clearing House system, and hereby authorizes the Recordkeeper to transmit such information and direction. Benefit Trust, when providing the service contemplated under this Section 1.2, shall be entitled without liability to rely upon the accuracy of information, orders, instructions and authorizations received from the Employer through the Recordkeeper and the authenticity of any representation purporting to be from, or signature purporting to be of, the Employer or Recordkeeper. Benefit Trust may rely on information, orders, instructions and authorizations provided by the Employer through the Recordkeeper with respect to any of its affiliate or subsidiary or provided by an affiliate or subsidiary of the Employer with respect to the employer, without inquiry into the authority of such party to give such information. The Employer shall provide, or cause to be provided, to Benefit Trust any information or documents, and execute, or cause to be executed, any document or instrument which Benefit Trust reasonably deems necessary or appropriate to establish a new account or provide the service hereunder, including without limitation, specifications, signature cards (either manual or facsimile signatures) and test transmissions, corporate resolutions or other equivalent organizational authorization and transmissions. The Employer agrees to comply with, and be bound by, all Automated Clearing House operating rules (including but not limited to the operating rules and guidelines of the National Automated Clearing House Association, and the New England Automated Clearing House Association) as in effect from time to time.

1.3 Recordkeeper. The Employer has appointed the Recordkeeper to perform certain services including but not limited to maintaining participant accounts for all contributions, loans and loan repayments, rollovers, and other deposits, determining how such deposits are to be allocated to the investment funds of the Plan, determining requirements for disbursements from or transfers among investment funds in accordance with the terms of the Plan, distributing information about the investment funds offered under the Plan, and distributing participant statements at periodic intervals. The Employer has authorized the Recordkeeper to forward to Benefit Trust instructions on behalf of the Employer, Plan

Administrator or Participants (if individual direction of investments is permitted in the Plan Document).

1.4 Reliance on Instructions. Benefit Trust shall be fully protected in acting upon any instruction, order, instrument, certificate, or paper (each referenced herein as an “Instruction”) of the Employer, Plan Administrator, or a Participant believed by it to be genuine and to be properly executed, and Benefit Trust shall be under no duty to make any investigation or inquiry as to any statement contained in any such Instruction but may accept the same as fully authorized by the Employer, Plan Administrator, or a Participant, as the case may be. The Recordkeeper and not Benefit Trust shall be responsible for determining that all Instructions provided to Benefit Trust through the Recordkeeper are given by the appropriate party and are in proper form under the provisions of the Plan and applicable law. Benefit Trust may conclusively presume that any Instructions received through the Recordkeeper have been duly authorized by the Employer, Plan Administrator, or Participant, as applicable, pursuant to the terms of the Plan and applicable law. Whenever this Agreement specifies that a communication shall be in writing, Benefit Trust shall be protected in relying upon such communication made by telecopy or electronic transmission to the same extent as an original instrument.

## **Section Two - Investments**

2.1 Investment Authority. Except as provided in the Plan (relating to individual direction of investments by Participants), the Employer, through the Recordkeeper, shall direct Benefit Trust with regard to the investment of the Account into any permitted investment.

2.2 Permissible Investments. Assets of the Account shall be invested only in investment options selected by the Employer. Such selection shall be limited to (i) shares of investment companies registered under the Investment Company Act of 1940, (ii) collective funds maintained by a bank or trust company, (iii) various classes of common stock of the Employer, (iv) pools of insurance contracts, (v) funds managed by a registered investment manager, bank or insurance company, (vi) accounts managed by named fiduciaries for the Plan, and (vii) other securities publicly-traded on a national exchange or electronic trading system located in the United States. The Employer shall be responsible for ensuring compliance with all conditions, limitations and restrictions applicable to any investment in any investment option. If the Plan is a 403(b) Plan, such selection shall be limited to (i) shares of investment companies registered under the Investment Company Act of 1940, and (ii) annuity contracts.

2.3 Participant Investment Direction. If Participant direction is permitted in the Plan Document, including but not limited to direction to transfer assets out of the Account into participant directed brokerage accounts or other such investments, Benefit Trust shall invest, reinvest, or transfer the amounts held in each Participant’s account as directed by the Participant without the requirement to review or question said direction. The Recordkeeper shall receive, aggregate and deliver to Benefit Trust the investment instructions of the Participants.

2.4 Duties of Benefit Trust. Benefit Trust shall place assets of the Account in permitted investments as directed. Benefit Trust shall be under no duty to question, and shall incur no liability on account of following, any investment Instructions received through the Recordkeeper. Benefit Trust shall be under no duty to review the investment guidelines, objectives and restrictions established, or the specific investment directions given, or to make suggestions in connection therewith. To the extent that Instructions delivered to Benefit Trust represent investment elections of the Plan’s Participants, Benefit Trust shall have no responsibility for such investment elections and shall incur no liability on account of investing the assets of the Account in accordance with such Instructions.

### Section Three - Duties of Benefit Trust

3.1 Contributions and Investments. Benefit Trust shall receive Plan contributions under Section 1.2 and shall hold, invest and reinvest the assets in the Account without distinction between principal and interest; provided, however, that nothing in the Plan shall require Benefit Trust to maintain physical custody of stock certificates (or other indicia of ownership of any type of asset) representing assets within the Account. If Benefit Trust receives any contribution that is not accompanied by investment Instructions, Benefit Trust shall immediately notify the Plan Administrator, through the Recordkeeper, and Benefit Trust may hold the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment Instructions.

3.2 Payments and Disbursements. Benefit Trust shall be responsible for issuing checks or drafts to such parties and for such amounts as the Plan Administrator, through the Recordkeeper, shall instruct. Benefit Trust shall be fully protected in making such payments pursuant to Instructions from time to time and shall have no responsibility whatsoever respecting the purposes or propriety of such payments or the application of such monies.

3.3 Books and Records. Benefit Trust shall keep accurate and detailed accounts of all investments, receipts, disbursements and other transactions of the Account hereunder, and all accounts, books and records relating thereto shall be open at all reasonable times to inspection and audit by any person designated by the Employer. The Recordkeeper, and not Benefit Trust, shall be responsible for maintaining the records of any account or segregated fund of a Participant. Benefit Trust shall provide information to the Recordkeeper for the Recordkeeper's use in reconciling all Plan-related transactions to Account balances. After the close of each Plan Year, or upon the termination of this Agreement, Benefit Trust shall provide information to the Employer relating to all investments, receipts, disbursements, and other transactions effected during the past Plan Year or during the period from the close of the preceding Plan Year to the date of such termination, including a description of all securities and investment purchases and sales with the cost or net proceeds of such purchases or sales and showing all cash, securities and other property held at the close of such Plan Year or other period, valued currently, and such other information as may reasonably be required of Benefit Trust; provided however, that Benefit Trust shall not be obligated to provide any information that it is not otherwise maintaining in the course of its discharge of duties hereunder. Unless the Plan Administrator shall have filed with Benefit Trust written exceptions or objections to any such statement and account within sixty days after receipt thereof, the Plan Administrator shall be deemed to have approved such statement and account. If any such statement and account is deemed to have been approved, or if written approval is given by the Plan Administrator, Benefit Trust shall be released and discharged with respect to all matters and things embraced in such statement and account as though it had been settled by a decree of a court of competent jurisdiction in an action or proceeding in which the Plan Administrator, all other necessary parties and all persons having any beneficial interest in the Plan were parties. Neither the Employer, Plan Administrator, Participant, Beneficiary nor any other person shall have the right to demand or be entitled to any further or different reporting or accounting by Benefit Trust, other than that to which they may be entitled under the law. Nothing contained herein will be construed or interpreted to deny Benefit Trust the right to have its account judicially determined.

3.4 Advances. Benefit Trust is authorized, but is not obligated, to advance funds or to arrange for another financial institution to advance funds from time to time for the purchase of investment assets, for distributions from the Account and for other purposes prior to receipt of sufficient funds (whether

contributions or proceeds of the liquidation of other investments). All such advances shall be made subject to the requirements of ERISA as applicable, and the rules, regulations, rulings and interpretations thereunder, including but not limited to the U.S. Department of Labor's Prohibited Transaction Class Exemption 80-26, as amended from time to time. If sufficient funds to repay any such advance are not received by the following business day, Benefit Trust may, in its discretion, then or at any time thereafter prior to such repayment, sell, redeem or otherwise liquidate any assets of the Account in order to repay such advance. Any gain realized upon such liquidation, after payment of any related costs and expenses, shall belong to the Plan. The Employer shall reimburse Benefit Trust on demand for any portion of any such advance and the related costs and expenses not repaid from the proceeds of the liquidation.

3.5 Loans to Participants. Except for the disbursement of loan proceeds and re-investment of loan payments pursuant to Instructions received hereunder, Benefit Trust shall have no responsibility for the administration of any participant loan program established under the Plan.

3.6 Voting of Shares. Benefit Trust shall provide any materials received by it relating to voting securities to the Employer or any other person as directed by the Recordkeeper, which shall be responsible for voting securities or arranging for such securities to be voted in accordance with the Plan and applicable law.

3.7 Fund Liquidity; Deposit Accounts. Benefit Trust shall keep such portion of the Account in cash or cash balances as may be directed from time to time by the Employer, through the Recordkeeper. Benefit Trust shall not be liable for any interest on any cash balances so maintained, nor for interest on any cash or cash balances maintained in the Account pending investment in accordance with appropriate directions. Monies being transferred to and disbursed by Benefit Trust may be held in non-interest bearing transaction accounts in financial institutions selected by Benefit Trust for purposes of collections and processing transfers and disbursements. Benefit Trust may transfer monies from the Account to such accounts prior to issuance of wire transfer orders or checks, drafts or other instruments payable from such accounts. Benefit Trust's and its affiliated financial institution's ability to earn income on amounts held in non-interest bearing accounts has been taken into consideration in establishing Benefit Trust's fees hereunder. Benefit Trust and any such affiliated financial institution shall be entitled to retain any such income as a part of the agreed compensation hereunder, and such income shall not be or become a part of the Account.

3.8 Valuation. Benefit Trust shall determine or have determined the value of the Account as of each Valuation Date. Benefit Trust shall report such values to the Recordkeeper, which shall use such values in establishing the value of each Participant's individual account or separate fund. Benefit Trust shall rely exclusively upon, and shall not be responsible for, share and unit values established by third parties or by Benefit Trust in its capacity as a mutual fund recordkeeper, transfer agent or custodian, including but not limited to:

- (a) in connection with mutual funds, the net asset value reported to Benefit Trust by such mutual funds or the transfer or other agents of such mutual funds or any generally recognized pricing service;
- (b) in connection with bank collective funds, the unit value as reported by the trustee of such funds or its agent;

- (c) in connection with policies and contracts with insurance companies or other financial institutions, the book value or other value ascribed to such policies or contracts by the insurance company or its agent or other financial institution or its agent; and
- (d) in connection with publicly traded securities, the market price of such securities as reported to the public in a generally available form.

Benefit Trust shall have no liability from the failure or delay of any pricing source to provide a valuation as of any Valuation Date. If values for any investment of the Account are not generally available, Benefit Trust shall rely upon Instructions provided to it by the Employer, through the Recordkeeper, as to valuation procedures.

3.9 Record Retention. All records maintained by Benefit Trust with respect to the Account shall be held for such period as may be required under applicable law. Upon the expiration of any such required retention period, Benefit Trust shall have the right to destroy such records. Benefit Trust shall have the right to preserve all records and accounts in original form, or on microfilm, magnetic tape, or any other similar process.

3.10 Regulatory Matters. Benefit Trust shall conclusively presume that the Employer, Plan Administrator or other responsible party has made all filings required by law as of the date required. Should Benefit Trust incur any liability by reason of any party's failure to timely file, the Employer shall indemnify and hold Benefit Trust harmless for any and all liabilities, costs, expenses (including reasonable attorney's fees) and other obligations, including penalties and interest, incurred by Benefit Trust. Benefit Trust shall not be required to take any action upon receipt of any notice from the IRS or other taxing authority except to promptly forward a copy thereof to the Employer, through the Recordkeeper. Benefit Trust shall promptly notify the Employer, through the Recordkeeper, with regard to any tax assessments it receives on any income or property maintained in the Account. The Employer, and not Benefit Trust, shall be responsible for contesting any such assessments or litigating any such claims.

3.11 Withholding. In connection with the disbursement of funds from the Account to a Participant, the Employer hereby instructs Benefit Trust to withhold and remit to the IRS and other applicable taxing authorities the amount of any income tax withholding required by law; provided, however, Benefit Trust shall rely exclusively on Instructions from the Recordkeeper as to the amount of withholding to remit to the IRS and other applicable taxing authorities. Accordingly, the Recordkeeper shall maintain income tax withholding information for each Participant as required by the IRS and other applicable taxing authorities and all other information required to be filed with the IRS and other applicable authorities and shall provide in a timely fashion to Benefit Trust all information that the IRS and other applicable taxing authorities may require Benefit Trust to report. Benefit Trust shall be responsible for reporting to each Participant the income tax withheld and remitted to the IRS and other applicable taxing authorities and such other information as may be required to be provided to Participants by the IRS and other applicable taxing authorities. The Recordkeeper shall provide such tax information to Benefit Trust in a form acceptable to Benefit Trust.

3.12 Powers of Custodian. Except as otherwise provided in this Agreement, Benefit Trust shall have the power to take any non-discretionary action with respect to the Account which it deems necessary to discharge its responsibilities under this Agreement. Benefit Trust is expressly authorized: to hold

securities or other property in its own name, in the name of its nominee or in bearer form; to employ suitable agents and counsel and to pay their reasonable expenses and compensation; and to make, execute, acknowledge and deliver any and all instruments in writing that may be necessary to carry out its responsibilities.

#### **Section Four - Compensation**

4.1 Custodian's Compensation. The Employer understands and agrees that Benefit Trust shall be compensated for services rendered by it based on its current fee schedule, listed below, which may be amended from time to time. Benefit Trust's Custodial Services fee will be paid by the Recordkeeper. Benefit Trust shall also be reimbursed for any expenses incurred as a result of the execution of its duties hereunder. Benefit Trust's compensation and expenses, including counsel fees, shall constitute a charge upon the Account, and may be withdrawn by Benefit Trust directly from the Account to the extent they are not paid by the Employer or the Recordkeeper.

##### **Custodial Services:**

Market Value of Account Assets

2 basis points

4.2 Service Fees. The Employer understands and agrees that Benefit Trust shall collect service fees directly from the mutual funds held in the Account. Said service fees shall be remitted to the Recordkeeper in their entirety, and shall not be held to offset compensation owed to Benefit Trust.

#### **Section Five - Limitation of Custodian's Liability**

5.1 Indemnification. The Employer shall, at all times, fully indemnify and save harmless Benefit Trust, its successors and assigns, for and from any loss or expense (including reasonable attorneys' fees) arising out of or attributable to (a) any act or conduct (except for Benefit Trust's own willful misconduct or negligence) in its capacity as custodian, or (b) by reason of any breach of any statutory or other duty owed to a Plan by the Employer, the Plan Administrator, the Recordkeeper or any delegate of any of them (and for the purposes of this sentence Benefit Trust shall not be considered to be such a delegate). Benefit Trust shall not be under any obligation to prosecute or defend any action or suit in respect of the agency relationship hereunder which, in its opinion, may involve it in expense or liability, unless the Employer will, as often as requested, furnish Benefit Trust with satisfactory security and indemnity against such expense or liability.

5.2 Limitation of Liability. Under no circumstances shall Benefit Trust be liable to the Employer, or the Plan for (a) indirect, special or consequential damages, irrespective of whether or not Benefit Trust was apprised of the likelihood of such damages or (b) the failure or delay in performance of its obligations hereunder, or those of any entity for which it is responsible hereunder, arising out of or caused, directly or indirectly, by circumstances beyond the affected entity's reasonable control, including, without limitation: any interruption, loss or malfunction of any utility, transportation, third party computer (hardware or software) or communication service; a delay in mails; governmental or exchange action, statute, ordinance, rulings, regulations or direction; war, strike, riot, emergency, civil disturbance, terrorism, vandalism, explosions, labor disputes, freezes, floods, fires, tornadoes, acts of God or public enemy, revolutions, or insurrection.

5.3 Plan Qualification and Filing. The Employer represents and warrants to Benefit Trust that

the Plan is qualified under Section 403(b) or 457(b) of the Internal Revenue Code of 1986, as amended from time to time, and that it has made all Federal filings required by federal law as of the date required. Should Benefit Trust incur any liability by reason of the Plan's failure to qualify or failure to timely file, the Employer shall fully reimburse Benefit Trust for any and all obligations, including penalties, interest or expenses, so incurred by Benefit Trust.

5.4 Reliance on Opinion of Counsel. Benefit Trust may consult with legal counsel concerning any question which may arise with reference to this Agreement and its powers and duties hereunder. The written opinion of such counsel shall be full and complete protection of Benefit Trust with respect to any action taken or suffered by Benefit Trust hereunder in good faith reliance on said opinion.

## **Section Six - Termination**

6.1 This Agreement may be terminated by any party at any time on not less than ninety (90) days' written notice to the other parties. Notwithstanding the foregoing sentence, this Agreement and the Account created hereunder shall automatically terminate when the Employer ceases to maintain the participant accounts and records of the Plan through the Recordkeeper or a successor recordkeeper acceptable to Benefit Trust. Upon termination of this Agreement, Benefit Trust shall promptly deliver all monies then held by it hereunder, pursuant to written instructions provided by the Employer, provided, however, that Benefit Trust may retain an amount equal to the then-outstanding drafts issued on the account, and any compensation and expenses due to Benefit Trust as of the date of termination. If Benefit Trust retains any monies of the Plan, it shall deliver to the Employer a written statement detailing the outstanding drafts, unpaid compensation and expenses.

## **Section Seven - Miscellaneous**

7.1 Scope of Benefit Trust's Duties. The duties and responsibilities of Benefit Trust shall be determined solely in accordance with this Agreement and shall not be deemed to be enlarged by the provisions of the Plan or any trust agreement. In the event any provision of the Agreement conflicts with the terms and conditions of the Plan or a trust agreement with respect to the duties of Benefit Trust, the provisions contained herein shall control. Notwithstanding the foregoing, with respect to pre-approved plans, this Section 7.1 shall be limited to the extent necessary to comply with any applicable IRS guidance concerning pre-approved plans.

7.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement with respect to the subject matter hereof, whether oral or written.

7.3 Amendment and Assignment. This Agreement may not be modified or amended except in a written instrument executed by the parties hereto. Neither this Agreement nor any rights or obligations hereunder may be assigned by any party hereto, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the others, such consent not to be unreasonably withheld, except to entities controlled by, under common control with or controlling the assigning party, provided that such assignee has financial capacity at least equal to that of the assignor. The foregoing restriction on assignment shall not preclude any party from appointing agents and delegating responsibilities hereunder to such agents.

7.4 Governing Law. The validity, construction and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Kansas, without reference to the choice of laws principles thereof.

7.5 Parties Bound. This Agreement shall be binding upon the parties hereto, all participants in the Plan and all persons claiming under or through them pursuant to the Plan, and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them. To the extent permitted by law, only Benefit Trust and the Employer shall be necessary parties in any application to the Courts for an accounting by Benefit Trust or for an interpretation of this Agreement. Also to the extent permitted by law, no participant or other person having an interest in the Plan shall be entitled to any notice or service of process.

7.6 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue to be fully effective.

7.7 No Liability for Acts of Predecessor and Successor. Benefit Trust shall have no liability for the acts or omissions of its predecessors or successors in office.

7.8 Survival. The representations, warranties, covenants, indemnities, sharing of records and information, and choice of law provisions shall survive the termination of this Agreement.

**EQUITABLE**

For Assistance Call: (888) 234-5152  
www.equitable.com

**Equitable Retirement Vision<sup>SM</sup>**

*Plan Representative and  
Fee for Service Form*

**Return via Mail or Fax:**

Equitable Retirement Plan Services  
PO Box 219886

Kansas City, MO 64121-9886

**Street and Overnight Address:**

Equitable Retirement Plan Services  
430 W 7th Street Suite 219886  
Kansas City, MO 64105-1407

**Fax Number:**

(833) 674-0745

**PLEASE PRINT**

Please use this form to designate an Investment Professional or Consultant ("Representative") for your Plan and to authorize and direct Equitable Retirement Plan Services and PlanConnect, LLC ("Equitable") to process periodic fee payments as detailed below. If you are designating a Representative without a fee, please use Form #E16251 Plan Representative Form.

**1. Plan Information**

City of Council Bluffs

Plan Name

**2. Representative Information**

Security National Bank

Representative's Firm Name

Firm Employer Identification Number (EIN)

David Shrader/Doug Oldaker

Representative Name

1120 S 101 Street, Omaha, NE 68124

Address (Street, City, State, Zip Code)

402-449-0939

Phone Number

dshrader@snbomaha.com

Email Address

**3. Representative Fee Payment Options and Payment Amount**

Equitable is authorized and directed to process and deduct fee payments automatically from Plan assets in the amount specified below. Fee payment will be calculated and deducted on the last business day of each calendar quarter (March, June, September, December).

**Amount of Annual Fee Payment (please complete one) For purposes of calculating the fee payment, assets in self-directed brokerage accounts and all applicable loan balances shall be excluded.**

☐ \$ \_\_\_\_\_ Please check one ☐ Per Capita ☐ Pro Rata

☒ 0.1 % (on a Pro Rata basis only) (The amount of the fee is determined by applying a specific basis point percentage to the average daily balance of the assets of the Plan for the number of calendar days in the applicable quarter or portion thereof.)

**4. Fee Payment Information (ACH)**

Fee Payments will be delivered electronically to the Representative Firm indicated in Section 2.  
Please provide required bank information below.

Bank Name

Bank Address

Bank Routing Number (ABA/ACH)

Account Number

Account Registration

**5. Representative Acknowledgment**

By signing below, I hereby represent and agree that:

- The payment instructions set forth above are correct and I have an obligation to monitor and ensure the payments are calculated and deducted accurately;
- I have been selected by and entered into an agreement with the Plan Sponsor to provide services to the Plan;
- Where applicable, I am duly licensed and/or credentialed as required under all applicable federal, state and local jurisdictions to act in the capacity to provide services to the Plan;
- I understand that the Equitable Fixed Account is an insurance contract. I acknowledge I have received training regarding activities that require licensing as an insurance producer under state law. In the event I do not hold the applicable state insurance producer license, I acknowledge that I will not engage in activities with respect to the Equitable Fixed Account, which require an insurance producer license; and
- My Firm has policies and procedures in place to safeguard Plan information and I agree to follow those procedures as well as procedures agreed upon with the Plan Sponsor.

David Shrader/Doug Oldaker

Print Name of the Representative

Signature of the Representative

Date

Signature of Representative Firm

Title

Date

**6. Plan Sponsor/Employer Acknowledgment and Authorization**

By signing below, I (the "Plan Sponsor/Employer") hereby represent, acknowledge and agree that:

- I am authorized to act on behalf of the Plan and I am directing Equitable to deduct Representative fees from Plan assets and cause such fee to be paid directly to the Representative Firm as instructed above;
- The terms of the Plan permit the payment of such fees and the Plan Sponsor has determined such fees are reasonable;
- Neither Equitable nor any of its affiliates has any responsibility for determining the reasonableness of the fees to be paid as directed herein;
- This authorization will remain in force until Equitable is notified in writing by the Plan Sponsor or its designee;
- Equitable and its employees will not be held liable for any claims, expenses or losses resulting from any actions taken by Equitable in accordance with the instructions provided herein;
- The Plan Sponsor/Employer has entered into an agreement with the Representative which requires the Plan to pay fees to the Representative as compensation for the Representative's services;
- The Plan Sponsor/Employer has an ongoing obligation to monitor the proposed fee payments and to notify Equitable in writing of any inaccuracies in the amount deducted for payments;
- Equitable and its affiliates shall not be responsible for any action or omission of the Plan Sponsor/Employer, Plan Administrator or the Representative with respect to this authorization, including any unauthorized access to or use of Plan or participant information obtained from myPlanNetwork. The Plan Sponsor/Employer agrees to indemnify and hold Equitable and its affiliates harmless from and against, any and all claims, suits, losses, damages, costs, charges, counsel fees, payments, expenses and liability arising out of or attributable to the authorization granted herein;
- The Representative will have access to Plan and participant information through myPlanNetwork. This confidential information may include employee or Plan participant lists; personal information relating to Plan participants including, without limitation, financial information, Social Security number etc. and both the Representative and I agree to hold and safeguard such Confidential Information in strictest confidence and will not release or disclose to any third party unless such disclosure is necessary to facilitate the agreement between the Plan and Representative;
- The Representative is prohibited from modifying any participant investment transactions, including purchases, redemptions and exchanges;
- I hereby request that Equitable provide the Representative with one system identification number and password for the access specified above. I agree to notify Equitable in writing if I change or revoke the Representative's access authority defined herein. Any change or revocation of access authority of the Representative shall not be effective until Equitable receives written notice of such from the Plan Sponsor/Employer. I agree that Equitable and its agents will not be responsible or liable for any action taken pursuant to this authorization prior to receiving written notification of any change or revocation; and
- I acknowledge that neither Equitable, Equitable Distributors or any affiliate or subsidiary is acting as broker/dealer of record on behalf of the Plan.

Brenda Norton

Signed by:

Print Name of the Plan Sponsor/Employer

*Brenda Norton*

9EF75300B772473

3/6/2025 | 10:56 AM EST

Signature of the Plan Sponsor/Employer

Date

For internal use only: Plan ID \_\_\_\_\_

# Recordkeeping Services Agreement

## Schedule A Addendum

Plan sponsor information

Plan Name: City of Council Bluffs 457b

Detailed Estimated Annual Plan Expenses

Equitable plan expenses:	0.15%	\$0
Equitable recordkeeping:†	0.15%	
Total annual estimated plan expenses:	0.15%	\$0

† The Equitable Recordkeeping charge is assessed against the Fixed Account, mutual funds, collective investment trusts, and Self-Directed Brokerage Account Option available within the plan and deducted from the Fixed Account, mutual funds, and collective investment trusts within the plan.

Equitable Fixed Account

Fixed Account Rate:\* 2.25%

\* Fixed Account Rate: Please note the current rate of 2.25% is calculated on a monthly basis and is subject to change, the minimum guaranteed rate is 1.00% for the life of the contract.

Special notes

pricing includes plan document services  
additional funds include Fidelity US Bond Index, Fidelity 500 Index, JPMorgan US Equity, Fidelity Mid Cap Index, Fidelity Small Cap Index, Fidelity Total Intl Index

Plan Sponsor/Employer Authorization

By signing below, I hereby represent that I am authorized to execute this document on behalf of the Employer and the Plan. I further represent that the above information is correct and accurate and understand that neither PlanConnect nor any of its affiliates, including Equitable Financial, shall be liable for any actions it takes or omits to take based on the information provided herein. This information will be used to charge the Plan and participant accounts and the Employer will be responsible to update PlanConnect in writing on any changes needed to the above information. I acknowledge that the Plan fiduciary and Plan Administrator have an ongoing obligation to monitor fees.

Signed by:  
*Brenda Norton*  
9EF75300B772473...

3/6/2025 | 10:56 AM EST

Signature of Authorized Plan Sponsor/Employer

Date:

Equitable is the brand name of the retirement and protection subsidiaries of Equitable Holdings, Inc., including Equitable Financial Life Insurance Company (NY, NY); Equitable Financial Life Insurance Company of America, an AZ stock company with an administrative office located in Charlotte, NC; and Equitable Distributors, LLC. Equitable Advisors is the brand name of Equitable Advisors, LLC (member FINRA, SIPC) (Equitable Financial Advisors in MI & TN).

© 2023 Equitable Holdings, Inc. All rights reserved. GE-5710386.1 (5/23) (Exp. 5/25) | G2207138

Quote ID: 25-00506

Version 1.0



**EQUITABLE****Equitable Financial Life Insurance Company***Equitable Fixed Account Group Annuity Application*

For Assistance: Call: 888-370-8871  
 Monday — Thursday 8:00 a.m. — 7:00 p.m.  
 Friday 8:00 a.m. — 5:00 p.m.

**Return:****Express Mail:**

Equitable Retirement Plan Services  
 430 W 7th Street Suite 219886  
 Kansas City, MO 64105-1407

**Regular Mail:**

Equitable Retirement Plan Services  
 PO Box 219886  
 Kansas City, MO 64121-9886

**Fax Number:**

816-502-9121

**PLEASE PRINT****Part I: Contract Information****All sections of the application must be completed in order for it to be processed.**

Type of Plan:

- ☐ 401(a) without 401(k)                      ☐ 401(a) with 401(k)  
☐ 403(b) Non-ERISA                              ☐ 403(b) ERISA  
☒ 457(b) governmental employer

Full Plan Name City of Council Bluffs 457(b)

E.I.N. of Plan \_\_\_\_\_

Employer's Name City of Council BluffsE.I.N. of Employer 42-6004428

Owner (if different than Employer (i.e., Plan Trust)) \_\_\_\_\_

E.I.N. of Owner \_\_\_\_\_

Employer's Address:

Street 209 Pearl Street

Suite \_\_\_\_\_

City Council BluffsState IAZip Code 51503

Employer's Email Address \_\_\_\_\_

Plan Contact: Brenda NortonPhone Number 712-890-5272Email Address bnorton@councilbluffs-ia.gov

Home Office: **EQUITABLE FINANCIAL LIFE INSURANCE COMPANY**  
 1345 Avenue of the Americas, New York, NY 10105

**Part II: Authorization (For Employer)****Fraud Warnings**

**In Alabama, Arkansas, District of Columbia, Louisiana, Maryland, New Jersey, New Mexico, Rhode Island, West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**In Colorado, Kentucky, Maine, Tennessee, Virginia, and Washington: WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.**

**In Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**In Oklahoma:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**In Pennsylvania and all other states:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

**In Vermont:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

**For 403(b) and 457(b) plans, the individual authorized to sign on behalf of the Employer indicated in Part I must sign (a) below. If a Plan Trust is so identified in Part I, the authorized individual must also complete and sign (b). For 401(a) and 401(k) plans, the individual authorized to sign on behalf of the Owner indicated in Part I must sign (b) below.**

(a)

Brenda Norton Director. Human Resources

Print Name &amp; Title of Authorized Individual for Employer

Signed by

*Brenda Norton*

3/6/2025 | 10:56 AM EST

Signature of Authorized Individual for Employer

Date

(b)

Print Name &amp; Title of Authorized Individual for Owner

Signature of Authorized Individual for Owner

Date

**Accepted for Equitable (not Equitable Advisors, LLC or Equitable Distributors, LLC):**

Print Name of Equitable Officer

Signature of Equitable Officer

EFFECTIVE DATE \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

**Interest Rates: (To be completed by Equitable.)**

I. Current Guaranteed Interest Rate: \_\_\_\_\_ % (declared quarterly)

II. Enhanced Guaranteed Interest Rate: \_\_\_\_\_ % (if applicable)

III. Enhanced Guaranteed Interest Rate Period: \_\_\_\_\_ months

The Enhanced Guaranteed Interest Rate will start when the first direct transfer or direct rollover is received into the Contract and will remain in effect until the period ends.

**EQUITABLE**

**For Assistance:**  
**Customer Service Call (888) 234-5152**

**Equitable Retirement Vision<sup>SM</sup>**

*Online Distribution and  
 Loan Authorization Form  
 (Basic Only)*

**Express Mail:**

Equitable Retirement Plan Services  
 430 W 7th Street Suite 219886  
 Kansas City, MO 64105-1407

**Regular Mail:**

Equitable Retirement Plan Services  
 PO Box 219886  
 Kansas City, MO 64121-9886

**Fax:**

(833) 674-0745

**This form will be completed for a plan with Basic service with vesting tracking services selected. This will define how Equitable Retirement Plan Services will receive and process distribution and loan requests for your plan. There may be data or payroll information requirements in order to support each of the online options that will be the plan sponsor's responsibility.**

**Authorization for Loans**

Please select one of the following distribution authorization methods.

**A. ☒ Loans with Electronic Approval**

With this service, authorization is required by the Plan (the Plan's authorized Signer). Participants, when eligible, would take their loan via the participant Website. An email would then be sent to the email address listed below for approval. Once approved, via email, the loan will be processed and proceeds will be sent to the participants address on record.

Email address for approval: bnorton@councilbluffs-ia.gov ☒ PS ☐ TPA

Email address for secondary approval (if required): \_\_\_\_\_ ☐ PS ☐ TPA

**B. ☐ Paper Form with Approval**

With this service, authorization is required by the Plan (the Plan's authorized Signer). Online loans will not be allowed in the Plan. Once the forms have been signed by an authorized Signer for the Plan, they would be faxed/emailed to Equitable Retirement Plan Services

**C. ☐ Loans are not permitted in the plan****Loan Provisions**

If option A is chosen above, please complete the questions below.

The defined loan interest rate is:

☒ Prime Rate (as published in the Wall Street Journal) plus 1.00% (default rate)

☐ Other: \_\_\_\_\_

The minimum loan amount is: 1,000 (cannot be less than \$500)

The maximum number of outstanding loans allowed is: ☒ One ☐ Two ☐ Other: \_\_\_\_\_

Are residential loans available? ☐ No ☒ Yes, Maximum term available: 10 years

(Residential loans are not available with the online loan optional service. These requests will need to be submitted manually if applicable.)

Are loan repayments made through payroll deduction? ☐ Yes ☒ No, (if no, then must limit the number of outstanding loans to one.)

Does the Plan require spousal consent for married participants? ☒ No ☐ Yes

Does the Plan allow for repayments to occur for participants who separated from service? ☒ Yes ☐ No

If yes, is there a defined time period that repayments can occur? 5 years

The standard systematic approach for the cure period will be the end of the calendar quarter following the calendar quarter in which the unpaid loan repayment was due. Should your plan have a different cure period please identify your Plan's cure period:

**Authorization for Distributions**

Please select the applicable distribution authorization methods for all termination/retirement, in-service, or hardship/unforeseeable withdrawals.

**A. ☒ eDistribution with Electronic Approval**

With this service, authorization is required by the Plan (the Plan's authorized Signer). Participants, when eligible, would take their distribution via the participant Website. An email would then be sent to the email address listed below for approval. Once approved, via email, the distribution will be processed, and a check will be sent to the participants address on record.

Email address for approval: bnorton@councilbluffs-ia.gov ☒ PS ☐ TPA

Email address for secondary approval (if required): \_\_\_\_\_ ☐ PS ☐ TPA

The below selected distribution types will be processed via this distribution method:

- ☒ Termination/Retirement Distributions  
☒ In-Service Withdrawals  
☒ Hardship/Unforeseeable Withdrawals

**B. ☐ Paper Form with Approval**

With this service, authorization is required by the Plan (the Plan's authorized Signer). eDistributions will not be allowed in the Plan. Once the forms have been signed by an authorized Signer for the Plan, they would be faxed/mailed to Equitable Retirement Plan Services.

The below selected distribution types will be processed via this distribution method:

- ☐ Termination/Retirement Distributions  
☐ In-Service Withdrawals  
☐ Hardship/Unforeseeable Withdrawals

**Distributions Provisions**

If option A is chosen above for In-service or hardship/unforeseeable withdrawals, please complete the questions below.

In Service Withdrawal Provisions:

A Participant may withdraw all or any portion of their vested account balance upon the occurrence of the following events:

**DF is the salary deferral source, MT is the employer match source, ER is the employer contribution source, RO is the rollover source, AT is After-tax source and SH is the safe harbor source.**

DF	MT	ER	RO	AT	SH	
						No In-service distributions are permitted
✓		✓				Attainment of 59 ½
						Attainment of age: _____
						Attainment of Normal Retirement Age: _____
						Attainment of Early Retirement Age: _____
						Birth or Adoption
✓		✓				Upon a participant becoming disabled

Distributions Provisions (Cont.)

Hardship/Unforeseeable Withdrawal Provisions:

Identify the sources and earnings available for Hardship/Unforeseeable Emergency: For 403(b) plans, the only allowable selection is Salary Deferral Contributions for the amount available for Hardship Withdrawal.

- ☒ Salary Deferral Contributions
- ☒ Salary Deferral Earnings
- ☐ Employer Match\*
- ☐ Employer Contribution\*
- ☒ Rollover
- ☐ After-tax
- ☐ Qualified Nonelective Contributions\*
- ☐ Qualified Matching Contributions\*
- ☐ Safe Harbor Employer Contributions\*
- ☐ Safe Harbor Matching Contributions\*
- ☐ QACA Safe Harbor Employer Contributions\*
- ☐ QACA Safe Harbor Matching Contributions\*

\* Earnings will be included in the available amount for Hardship.

Plan Administrator Acknowledgement

- ☒ I acknowledge that distributions made via the participant website are limited to \$25,000 per transaction.

Plan Administrator Authorization

I hereby certify that the information contained in this form is complete and accurate to the best of my knowledge;

Plan Administrator Signature:

Signed by:

Brenda Norton

9EF75300B772473...

Date:

3/6/2025 | 10:56 AM EST

Print Name: Brenda Norton

**EQUITABLE****Equitable Retirement Vision<sup>SM</sup>***Plan Setup**Paperwork - Questionnaire***Express Mail:**Equitable Retirement Plan Services  
430 W 7th Street Suite 219886  
Kansas City, MO 64105-1407**Regular Mail:**Equitable Retirement Plan Services  
PO Box 219886  
Kansas City, MO 64121-9886**PLEASE PRINT****Please provide the information requested below to enable plan setup by Equitable Retirement Services.****1. Employer/Plan Information**Plan Name: City of Council Bluffs 457(b)Plan Address: 209 Pearl StreetEIN: 42-6004428City: Council BluffsSt: IAZip: 51503Employer Name: City of Council BluffsPlan Administrator: Brenda NortonEmail Address: bnorton@councilbluffs-ia.govPhone Number: 712-890-5272

Fax Number: \_\_\_\_\_

Alternate Contact Name: \_\_\_\_\_

Alternate Contact Email Address: \_\_\_\_\_

Alternate Contact Phone Number: \_\_\_\_\_

Alternate Contact Role: ☐ Day to Day Contact ☐ Payroll Contact ☐ Other: \_\_\_\_\_Is the Day to Day Contact an authorized individual that can approve Loans and Withdrawals? ☐ Yes ☐ No**Plan Type (select one):** ☐ 403(b) ☒ 457(b) ☐ 401(k) ☐ 401(a) – If 401(a), Select \_\_\_\_\_ PS, \_\_\_\_\_ MP \_\_\_\_\_**Is this a governmental FICA replacement plan?** ☐ Yes ☒ No**Is the plan subject to ERISA?** ☐ Yes ☒ No**Plan Effective Date (per the plan document):** \_\_\_\_\_**Plan Year End (mm/dd):** 12/31**Employer Type (select one):****For Profit**☐ Corporation☐ S Corporation☐ LLC☐ Partnership☐ Sole Proprietor☐ Healthcare**Governmental**☐ Public School K-12☐ Public School Higher Ed☐ Charter School☒ Other Governmental Entity**Tax Exempt**☐ 501(c)(3)☐ 501(c)(4), (5), and (6)☐ Healthcare☐ Other**Church**☐ Church or Church Controlled Organization**2. Other Employers and/or Location Information**

Entity/Location Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Is this location a related employer? If yes, provide: tax ID \_\_\_\_\_ payroll frequency \_\_\_\_\_

**3. Service Level Selection**

Please select the desired level of recordkeeping and administrative services to be provided to the Plan:

- ☒ **Basic Service** (please complete the "Plan Sponsor Authorization for Third Party Administrator" Form)
- ☐ **Basic Plus Service** (please complete the "Basic Plus Addendum Questionnaire")
- ☐ **Full Service**

**4. Plan Document**

Do you have a Plan Document? ☒ Yes ☐ No

If you answered No, are you either a church or self-employed minister? ☐ Yes ☐ No

If you adopted an Equitable pre-approved or specimen plan document indicate which document was used below:

**For 401(k) plan**

- ☐ Equitable pre-approved 401(k) plan document
- ☐ Equitable pre-approved Money Purchase Pension plan document
- ☐ Equitable pre-approved Profit Sharing plan document
- ☐ N/A - Other pre-approved or individually designed plan document used

**For 403(b) and/or 457(b) only**

- ☐ Equitable pre-approved 403(b) plan document
- ☒ Equitable provided specimen 457(b) governmental plan document
- ☐ N/A – Other pre-approved or individually designed 403(b) plan document used or non-Equitable specimen 457(b) document used

**For 401(a) plan**

- ☐ Equitable pre-approved Money Purchase Pension plan document
- ☐ Equitable pre-approved Profit Sharing plan document
- ☐ Equitable pre-approved Grandfathered 401(k) plan document
- ☐ N/A – Other pre-approved or individually designed plan document used

**5. Payroll Information**

Contribution Frequency: ☐ Weekly ☒ Bi-Weekly ☐ Bi-Monthly ☐ Monthly

Anticipated First Payroll Date: \_\_\_\_\_ Payroll Provider: in house

Payroll Provider Contact Name: Michell Houseton Email Address: mhouseton@councilbluffs-ia.gov

Phone Number: 712-890-5341 Fax Number: \_\_\_\_\_

Payroll Integration - ☐ Yes ☒ No - subject to availability of current payroll providers and certain plans/markets may not be available.

**6. Banking/Automatic Clearing House (ACH) Information**

Should you choose to process contributions under your Plan by automated payments from your bank account, attach a pre-printed check or a letter from the bank with the same information provided on the check. This information will be maintained within PlanConnect's recordkeeping system and will be transmitted to the Custodian upon the remittance of a contribution file via [www.equitable.com](http://www.equitable.com). The Custodian (Benefit Trust Company) will initiate the transfer of funds from the bank account that is identified within the documentation attached when a payroll file is submitted to PlanConnect.

Please indicate the bank account type: ☒ Checking account ☐ Savings account

**Alternative Method:**

**Manual Check:** This process allows the Plan to send a check to Benefit Trust Company at the address shown below to fund the payroll files that will be submitted to PlanConnect. This method incurs an additional fee of \$100.00 per payroll file.

**Regular Mail:**

Equitable Retirement Vision  
PO Box 219886  
Kansas City, MO 64121-9886

**Overnight Mail:**

Equitable Retirement Vision  
430 W 7th Street, Suite 219886  
Kansas City, MO 64105-1407

7. Approved Vendors

Is Equitable Retirement Plan Services<sup>SM</sup> the only provider available to the Plan Participants? ☒ Yes ☐ No (if No, complete the rest of this section)  
The Vendor(s) named below is/are the approved Provider(s) under the Employer's Plan for ongoing Contributions and/or the acceptance of Transfers & Exchanges until notified otherwise.  
Important Note: The Provider contact information entered below must be for the vendor's service/processing office, not that of the Registered Representatives who are representing the vendor.

Provider Name/ Address	Name/Email (Required)/Phone/Fax	Payroll Deduction Contributions	Transfers	Exchanges
	Name: _____ Email: _____ Ph: _____ Fax: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Name: _____ Email: _____ Ph: _____ Fax: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Name: _____ Email: _____ Ph: _____ Fax: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Name: _____ Email: _____ Ph: _____ Fax: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Default Investment Funds

1. **Plan Default Fund:** The following fund will be used for the investment of any Plan level account, for example Forfeiture or Plan Expense Account. (Choose 1 or 2 below)
- ☐ 1. Money Market Fund:  
Fund Name: \_\_\_\_\_  
Ticker: \_\_\_\_\_  
CUSIP: \_\_\_\_\_
- ☒ 2. The Equitable Fixed Account
2. **Participant Default Fund:** The following fund(s) will be used for the investment of any participant account that PlanConnect has not received investment direction:

Option A - Single Participant Default Fund or Target Date Suite of Funds:  
Target Date Funds

If a target date suite of funds are selected, the entire suite of funds will be added to the Plan's Investment Options as well as any additional portfolio/funds that the target date fund series include in the future unless otherwise instructed by the Employer Plan Sponsor.

Option B: Custom Model/Option

- List Investment Option(s) and percentages (must equal 100%).
- \_\_\_\_\_

%

\_\_\_\_\_

%
- \_\_\_\_\_

%

\_\_\_\_\_

%
- \_\_\_\_\_

%

\_\_\_\_\_

%

☐ Option C: • Stadion's QDIA Managed Account as selected in Section 12 below.

For ERISA-Covered Plans-Qualified Default Investment Alternative ("QDIA")  
The Participant Default Fund Option Selected above is designated as a QDIA\* Yes ☐ No ☒

*\*Use of a Participant Default Investment option that meets U.S. Department of Labor ("DOL") requirements for a "Qualified Default Investment Alternative" can limit Plan Sponsor Fiduciary liability for default investments made in the absence of individual participant investment instructions. DOL regulations provide examples of permissible QDIAs such as Target Date Funds, "balanced funds" appropriate for the plan as a whole and managed accounts. Use of a QDIA requires initial and annual participant notification. Please refer to DOL regulation §2550.404c-5 for more information.*

**9. Converting Assets**

Are there existing plan assets that will be converting to Equitable Retirement Vision? ☐ Yes ☒ No

If yes, please identify where the assets are currently held: \_\_\_\_\_

Prior Recordkeeper contact number and email: \_\_\_\_\_

Are there restricted assets that are within the plan that are unable to transfer at time of conversion ("outside assets")? ☐ Yes ☐ No

If yes, do you want PlanConnect to obtain the values of assets held outside Equitable Retirement Vision from the investment provider holding such outside assets and make it available to your participants? ☐ Yes ☐ No

Please note that the value of outside assets is for informational purposes only, and the accuracy of such information cannot be guaranteed. The outside asset values we disclose may be incorrect or not current. Further, if your outside asset provider does not agree to share data, PlanConnect will not be able to provide you with this service.

☐ Participant Default Conversion

All transferring plan assets will be invested in a money market investment option until all reconciliations are completed. Once the conversion is complete, the Plan assets will be invested according to the Participant investment elections in effect on the day the assets are allocated to the Participant accounts. If the Participant has not made an affirmative investment election, the funds will be invested in the Participant Default Fund selected in Default Investment Funds section.

☐ Like Fund Conversion (Mapping)

All transferring assets will be invested in the Plan's new Investment Options with objectives that are reasonably similar to the corresponding funds in your existing investment line-up. Once the conversion is complete, Plan assets will remain invested according to the Like Fund Conversion Mapping strategy provided by the Plan Fiduciary. Participants may change their investment elections via the Internet once the conversion is complete. Please indicate below how post-conversion future ongoing participant salary reduction contributions should be invested in the absence of an affirmative participant investment election (please select one):

☐ Future participant salary reduction contributions will be invested according to the Like Fund Conversion Mapping strategy

☐ Future participant salary reduction contributions will be invested in the Participant Default Investment

**10. Investment Fiduciary Services**

Please note that if you selected the services provided by either Wilshire or SWBC, you authorize PlanConnect to deduct the fees (as described in the fee disclosure provided by Wilshire or SWBC) from your participant accounts and make payments directly to Wilshire or SWBC, as applicable.

A. ☐ I am **declining** all investment fiduciary services available.

B. ☐ **WILSHIRE INVESTMENT SERVICES**

Plan Sponsor elects the following investment fiduciary services to be provided by Wilshire Associates Incorporated (Wilshire):

☐ **3(21) Investment Advisory Services**

☐ **3(38) Investment Management Services**

C. ☐ **SWBC Investment Fiduciary Services**

Plan Sponsor elects the following investment services to be provided by SWBC Retirement Plan Services ("SWBC"):

☐ **3(21) Investment Advisory Services**

☐ **3(38) Investment Management Services**

D. ☒ **OTHER THIRD PARTY FIDUCIARY SERVICES**

Please complete the following information if the Plan has an investment manager as defined in Section 3(38) of ERISA providing fiduciary investment advisory services to the Plan and its participants.

Name of the Registered Investment Adviser (RIA): Security National Bank

Address of the RIA: 1120S 101st Street, Omaha, NE 68124

Name of the Investment Adviser Representative (IAR): Douglas Oldaker/David Shrader

Phone Number: 402-449-0939 Email: dshrader@snbomaha.com

Indicate if you would like to allow the above Investment Adviser Representative to create plan level asset allocation models for the Plan:

Yes ☐ or No ☒

**11. Administrative Fiduciary Services**

Are you choosing to make Administrative Fiduciary Services available to the plan? ☐ Yes ☒ No

If yes, has the Plan Sponsor completed the necessary agreements with the third party firm, National Benefit Services, LLC? ☐ Yes ☐ No

If yes, what is the level of service selected?

- ☐ Tier 1  
☐ Tier 2  
☐ Tier 3 (not available for Non-ERISA plans)  
☐ Notice Delivery Services

**12. Managed Account Services**

Equitable Retirement Vision makes managed account services available through Stadion Money Management ("Stadion") at your election. You may elect this service through a separate agreement with Stadion.

You may elect the "Storyline" managed accounts under two different scenarios: as the plan's qualified default investment alternative or as a managed account service offered to participants in your retirement plan - Participant Elected Managed Account. PlanConnect will receive compensation from Stadion for providing ongoing administrative services to support Stadion's managed accounts. The fees for each of these services (including compensation to PlanConnect) are described and disclosed in the plan sponsor and participant agreements with Stadion.

Please note if you elect managed account services through Stadion, you authorize PlanConnect to deduct the fees (as described in fee disclosure from Stadion) from your participants' accounts and make payments directly to Stadion. You further authorize PlanConnect to provide plan and participant data necessary for Stadion to manage accounts for participants. If you terminate Stadion's managed account services, you must promptly notify PlanConnect in writing of such termination.

Please check one of the options below:

- ☐ I am electing the Participant Elected Managed Account service through Stadion.  
☐ I am electing the QDIA Managed Account Default Investment Alternative Managed Account service through Stadion.  
☒ I am declining electing managed accounts through Stadion.

**13. Self Directed Brokerage Accounts**

Are you choosing to make Self Directed Brokerage Accounts available to the participants of the plan? ☐ Yes ☒ No

If yes, has the Plan Sponsor completed the necessary agreements with the third party brokerage firm,

Charles Schwab & Co., Inc.? ☐ Yes ☐ No

If yes, do you have any existing participant self directed brokerage accounts transferring? ☐ Yes ☐ No

**14. Contribution Sources**

Select contribution sources that are currently being used under your Plan. If you should need further sources in the future they can be added at that time.

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Pre-Tax Deferral        | <input checked="" type="checkbox"/> Roth Rollover | <input type="checkbox"/> QACA Safe Harbor Employer                        |
| <input checked="" type="checkbox"/> Roth Contributions      | <input type="checkbox"/> Qualified Nonelective    | <input type="checkbox"/> Prevailing Wage ER 401(k)                        |
| <input type="checkbox"/> After-Tax Deferral                 | <input type="checkbox"/> Qualified Matching       | <input type="checkbox"/> Prior Pension Plan                               |
| <input type="checkbox"/> Employer Matching Contributions    | <input type="checkbox"/> Safe Harbor Nonelective  | <input type="checkbox"/> QVEC   |
| <input type="checkbox"/> Employer Nonelective Contributions | <input type="checkbox"/> Safe Harbor Match        | <input type="checkbox"/> Employee 414(h) Pre-Tax Contribution - Mandatory |
| <input checked="" type="checkbox"/> Pre-Tax Rollover        | <input type="checkbox"/> QACA Safe Harbor Match   | <input type="checkbox"/> Rollover - 457(b) Rollover                       |

Are age 50 Catch-up contributions allowed? ☒ Yes ☐ No

Will special final 3-year catch-up contributions be allowed? (Non-ERISA 403(b) only) ☐ Yes ☐ No

Will Rollovers be accepted in the Plan? ☒ Yes ☐ No

Will Transfers be accepted in the Plan? ☒ Yes ☐ No

Will Contract Exchanges be accepted in the Plan? ☒ Yes ☐ No

If yes, are there any special provisions or restrictions regarding the rollover/transfer/contract exchanges?

15. Loan and Distribution Information

A. Hardship and Unforeseeable Emergencies

Does the Plan allow hardship distributions (if 401(k) or 401(a) or 403(b))? ☐ Yes ☐ No

Does the Plan allow unforeseeable emergency distributions (if 457(b))? ☒ Yes ☐ No

Does the plan allow for the inclusion of earnings for salary deferrals? ☒ Yes ☐ No

B. In-Service Distributions

Does your Plan allow in-service distributions? ☒ Yes ☐ No

If yes, at what age? 59.5 (Note: if age is prior to 59 1/2, salary deferrals cannot be distributed.)

C. Loans

Does your Plan allow loans? ☒ Yes ☐ No

If yes, the minimum loan amount? 1,000

Maximum number of active loans per Plan Participant? 1 (Default is one active loan)

16. PlanConnect Fees – Calculation and Payment Options

Please select a method of fee calculation and payment based on the Service Level Selection in Section 3. Refer to your 408(b)(2) Fee Disclosure and/or the Recordkeeping Services Agreement Schedule A Addendum for a description of each option:

Full Service Fee Calculation: ☐ Dollar Amount based on number of eligible employees OR

☐ Percentage of plan assets\*

Basic Plus Fee Calculation: ☐ Annual \$1,800 Flat Dollar Amount OR

☐ Percentage of plan assets\*

**\*Important Note: If you elect to have fees calculated as a percentage of plan assets, your fee may increase as plan assets grow causing the plan to pay more over time. Plan fiduciaries should carefully consider the long-term impact of the potential for increased fees associated with this option.**

Payment of Fees

Fees may be invoiced directly to the Plan Sponsor or paid from Plan assets (Participant Accounts). Unless otherwise selected below, fees calculated as dollar amounts above will be invoiced directly to the Plan Sponsor and fees calculated as a percentage of Plan assets will be paid from Plan assets. To override these default methods of payment, please select the preferred method of payment for each Fee Type below:

Fee Type	Invoice to Plan Sponsor	Pay from Plan Assets
Recordkeeping Fee:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Service Level Fee:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Optional Fees:	<input type="checkbox"/>	<input type="checkbox"/>

17. Authorized Plan Sponsor/Employer Signature and Representation

By signing below, I hereby represent that I am authorized to execute this document on behalf of the Employer and the Plan. I further represent that the above information is correct and accurate and understand that neither PlanConnect nor any of its affiliates shall be liable for any actions it takes or omits to take based on the information provided herein. This information will be used to administer and recordkeep the Plan and the Employer will be responsible to update PlanConnect in writing on any changes needed to the above information. I acknowledge that the Plan fiduciary and Plan Administrator have an ongoing obligation to monitor administrative services provided by PlanConnect and ensure that the Plan is administered in accordance with applicable laws and the terms of the Plan documents.

If I elected any of services in sections 10 through 13, I further acknowledge the following: (i) each of these services is provided by a third party entity that is neither an affiliate nor a subcontractor to PlanConnect and its affiliate, (ii) the plan sponsor/employer has not received any advice or recommendations from PlanConnect or its affiliates in selecting any of these services; and (iii) the plan sponsor/employer is responsible for determining whether to retain the third party entity to provide such optional services for the plan, including whether the arrangement is reasonable.

Brenda Norton

Name of Authorized Plan Sponsor/Employer

Signed by:  
  
9EF75300B772473...

Signature of Authorized Plan Representative

Director. Human Resources

Title

3/6/2025 | 10:56 AM EST

Date

The Equitable Retirement Vision<sup>SM</sup> defined contribution program consists of a custodial account offered through Benefit Trust Company, within which plan participants' chosen mutual fund shares are held, as well as a group fixed annuity contract (generic form number 2016FA-MFrev, 2016FA-MF403b) issued by Equitable Financial Life Insurance Company ("Equitable Financial"). The program is distributed by Equitable Distributors, LLC ("Equitable Distributors"). Equitable Financial and Equitable Distributors are located at 1345 Avenue of the Americas, NY, NY 10105, (212) 314-4600. Equitable Financial is solely responsible for meeting the obligations of the group fixed annuity contract.

Offered by affiliated and unaffiliated entities, the program is the result of various strategic partnerships, including one between Equitable Distributors, LLC and PlanConnect, LLC. The Equitable Retirement Plan Services<sup>SM</sup> platform includes recordkeeping, trading and custodial services to plan sponsors for the program. Benefit Trust Company serves as custodian of mutual funds selected by plan participants. PlanConnect, LLC serves as the platform's record-keeper.

Equitable Retirement Plan Services<sup>SM</sup> and Equitable Retirement Vision<sup>SM</sup> are service marks of the contractual arrangements between affiliated and/or unaffiliated entities within the platform; PlanConnect<sup>®</sup> is a registered service mark of PlanConnect, LLC (100 Madison Street, Syracuse, NY 13202. (800) 923-6669). Equitable Financial, Equitable Distributors and PlanConnect, LLC are separate, but affiliated companies. Benefit Trust Company is a separate and unaffiliated company.

The investments in this program are subject to investment risks, including possible loss of the principal invested. They are not insured by the Federal Deposit Insurance Corporation nor are they deposits to, obligations of, or guaranteed by any bank.

## **Equitable Retirement Vision<sup>SM</sup>**

### **Recordkeeping Services Agreement**

This Agreement for Recordkeeping Services (the "Agreement") is made by and between PlanConnect, LLC ("PlanConnect") and City of Council Bluffs ("Employer"). PlanConnect and the Employer may be referred to in this Agreement individually as a "Party" and together as the "Parties."

WHEREAS, the Employer has authority to act for the City of Council Bluffs 457(b) (the "Plan") and to contract for services on behalf of the Plan;

WHEREAS, the Employer wishes to retain PlanConnect to perform certain directed and ministerial recordkeeping, processing, and related services as more fully described herein;

WHEREAS, PlanConnect has agreed to perform such services in a non-fiduciary capacity as directed, nondiscretionary service provider, and PlanConnect will facilitate the performance of the services described in this Agreement as directed by the Employer;

WHEREAS, the Employer will enter or has entered into a custodial agreement with the Custodian for the custody of Plan assets;

WHEREAS, the Plan meets the requirements of Section 403(b), Section 457(b) or Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code");

WHEREAS, the Employer represents that the Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Parties agree as follows:

#### **Section 1 Recordkeeping Services**

- 1.1. Establishment of Accounts. PlanConnect will establish and maintain accounts under the Plan for Participants, beneficiaries, alternate payees, and forfeitures, as necessary. This includes maintaining daily balances, investment allocation elections, and transactions either by crediting or debiting the account record for the Participants as well as providing general services that are described below in this Agreement.
- 1.2. Plan and Participant Account. Upon PlanConnect's receipt of the executed plan setup paperwork in good order from the Employer, PlanConnect will create a Plan account. The Plan account will contain plan features that are specific to the Plan Document for the Plan as well as contain the features that have been elected for services in connection with Equitable Retirement Vision defined contribution program. The Employer represents that the Plan has a signed written Plan document and that it has been operated in compliance with requirements of the Code. The Employer shall keep the Plan document up to date in compliance with applicable laws and shall notify PlanConnect of any changes to the Plan provisions.

Upon receipt of the appropriate enrollment form in good order, PlanConnect will establish an individual account for each Participant. "Participant" means an employee (or former employee) holding assets under the Plan who has not yet received a distribution of his or her entire accumulated benefit in his or her account and include an eligible employee electing to participate in the Plan. For purposes of this Agreement, the term "Participant" shall include beneficiaries and alternate payees, as applicable. For each such account, PlanConnect will record and maintain personal census information specific to each Participant and his/her investment allocation and direction, contributions allocated and invested, investment transfers and benefit payments. PlanConnect will maintain and update employee data necessary to support Plan administration received from the Employer or its agent.

- 1.3. Census Data. The Employer shall provide a full census data file, via [www.equitable.com](http://www.equitable.com), with a listing of all employees and information for the Plan on a regular basis. The full census data file shall include the email addresses of the employees and Participants. This information will be utilized in multiple services that may be available to the Plan.

#### **Section 2 Investments**

- 2.1. Investment Option Selection. The Employer is responsible for the selection and monitoring of the line-up of investment options that will be made available to the Participants. Such investment options as of the date of this Agreement are listed at time of sale in the agreed upon proposal with the Employer and may change from time to time. The Employer represents that it has not received or will not receive any investment advice or recommendations from PlanConnect or Equitable Financial Life Insurance Company.

- 2.2. Investment Option Changes. The Employer must direct PlanConnect to add and/or remove investment options that are available to the Plan. Should the Employer request a change, the direction shall be in writing in a manner acceptable to PlanConnect and need to be received in good order at least 60 days prior to the effective date of such change as well as within prescribed regulations. Once the above requirements are satisfied, PlanConnect shall implement directions from the Plan regarding the investment options. In the event that PlanConnect is unable to implement any such direction, it shall notify the Plan immediately in writing and identify the reasons for the failure to implement. PlanConnect shall have the right to adjust the pricing for the Plan should there be any investment option changes.
- 2.3. In the event that there are any changes to the investment options available to the Participants, PlanConnect will notify the Employer of the changes detailing the timing and action needed from the Plan, if any. The Employer will provide instructions to PlanConnect in response to these changes within a reasonable amount of time to adjust to the deletion/addition of a particular investment option from the Plan.
- 2.4. Acknowledgment. PlanConnect and the Employer expressly agree (i) that PlanConnect is not acting as a Plan fiduciary to the Plan in the selection of the investment options made available under the Plans through Equitable Retirement Vision, and (ii) that PlanConnect has no fiduciary duty to monitor the performance of such investment options, but will provide the Employer with quarterly performance reports for such investment options via the Employer website. The Employer authorizes PlanConnect to collect, retain, or remit to appropriate parties any payments received from a mutual fund, registered investment company, group trust, collective or pooled investment fund, if any.
- 2.5. Investment Restrictions. All investment options available through Equitable Retirement Vision under the Plan shall be subject to any issuer imposed restrictions or limitations including, but not limited to, equity wash rules as promulgated from time-to-time to restrict the transfer of such portion of a Participant's account that is invested in a restricted investment fund from being reinvested in another investment fund emphasizing fixed income investments.
- 2.6. The Employer authorizes PlanConnect to restrict the trading of Participants who are identified by any mutual fund as having engaged in transactions in the fund's shares that violate policies established by the fund for eliminating and reducing any dilution of the value of the Fund. The Employer will disclose trading restrictions and redemption fees to Participants prior to their investing in investment options.

### **Section 3   Contributions**

- 3.1. PlanConnect will process consolidated payroll contribution data to the Plan, including but not limited to data referring to salary deferral contributions, employer contributions, rollovers, contract exchanges, transfers, and changes of investment, as appropriate. Unless otherwise agreed to by PlanConnect, data for processing will be submitted to PlanConnect via a medium and format required by PlanConnect.
- 3.2. PlanConnect shall take no responsibility for monitoring or aggregating the amount of any contribution(s) to any Participant's account(s) under the Plan, or for calculating or determining the amount of any "catch-up contribution" that any Participant is eligible to make under the Code and the Plan unless separately agreed to in writing by both the Employer and PlanConnect. The Employer or its designee shall be responsible for ensuring that all contribution limitations imposed by the Code are met with respect to the Plan and each account under the Plan.
- 3.3. The Employer shall determine, arrange for, and supply, directly to PlanConnect all data necessary to properly allocate contributions. Contributions will not be credited until such time as the contribution allocation data is in good order. To be in good order, the contribution allocation data for each Participant must reconcile with the total contribution amount received by the Custodian. For purposes of this Agreement, "Custodian" shall mean Benefit Trust Company or any other custodian approved by PlanConnect. If the contribution allocation data is not in good order, PlanConnect will notify the Employer that contributions will not be credited until such time as the data is in good order. Unless otherwise agreed to by PlanConnect, data for processing will be submitted to PlanConnect via a medium and format required by PlanConnect.
- 3.4. Contributions will be credited to each Participant's account, as directed by the Employer and/or Participant and invested in one or more of the investment funds (or options) offered under Equitable Retirement Vision in accordance with the most current investment direction on file with PlanConnect. On each day the New York Stock Exchange is open for business ("Business Day"), PlanConnect shall allocate earnings and losses as reported to PlanConnect for each investment option to each Participant's account based on the Participant investment direction in the investment option.
- 3.5. PlanConnect will recordkeep contributions according to type of contribution, as directed by the Employer, or, in the case of rollovers, contract exchanges or changes of investment options, as directed by the prior vendor or recordkeeper. PlanConnect will maintain and process changes to Participants' contribution allocations between investment options within his or her account.

- 3.6. Any amounts contributed in error by the Employer to the Plan shall be returned to the Employer within seven business days of the receipt of a written notice from the Employer to PlanConnect which establishes the error, the amount of such error and the intended disposition of such error.
- 3.7. Should PlanConnect receive direction from the Employer via a contribution remittance for a Participant whom has not had a Participant account established with PlanConnect, PlanConnect will hold the contributions in a suspense account for a reasonable period of time. In the event PlanConnect does not receive necessary documentation to establish the Participant account within a reasonable period of time, the contribution in question will be returned to the Employer.
- 3.8. The Employer must remit contributions in a timely manner in accordance with the Plan and applicable law. Notwithstanding anything in this Agreement to the contrary, PlanConnect will have no duty or authority to collect any contributions. PlanConnect will have no duty or authority to inform the Employer or anyone of any facts concerning any contributions that were not remitted to Custodian, or that were remitted late.

#### **Section 4 Website – Employer Access and Participant Access**

- 4.1. Employer Online Services. PlanConnect will make available to the Employer a website (Employer website) through which the Employer can access the following information:
  - Investment options
  - Plan-level features
  - Participant accounts
  - Report capabilities
  - Payroll submission
  - Common Plan specific reports
- 4.2. The Employer shall be responsible for reviewing the accuracy of any information contained in any report from PlanConnect or posted to the Employer website. The Employer or its designee shall have an obligation to notify PlanConnect immediately in writing of any inaccuracies or errors in such reports. Any report shall be deemed to have been approved by the Employer unless PlanConnect is notified of any inaccuracies or errors in such report within thirty (30) days from the date the report was posted
- 4.3. Participant Online Services. PlanConnect will make available to the Participants a website through which they can access the following information about their account and conduct certain transactions:
  - View their account balance
  - View their daily investment option values and interest rates
  - Transfer among investment options and change their future contribution allocation
  - General Plan information
  - Model loans
  - View confirmation notices after certain transactions (e.g., transfers and address changes).

The website will only become available to Participants after their account has been established. The website(s) may occasionally be unavailable to accommodate system maintenance.

PlanConnect will not be responsible to the Plan, the Trustee(s), the Employer or Participants for any expense or investment loss resulting from the use of its website.

#### **Section 5 Benefit Distributions**

- 4.1. The Employer shall notify PlanConnect in writing or through a census data file if there is a distributable event under the terms of the Plan to a Participant, beneficiary, or alternate payee.
 

Upon receipt of direction from the Employer or its designee in electronic format or applicable forms in good order, PlanConnect shall initiate and provide the following transaction processing services and forward necessary directions received from the Employer or Participants to the Custodian to process benefit payment requests:

  - Distribution requests (including rollover distribution requests and contract exchanges/transfer requests).

- Loan requests if permitted under the Plan and applicable funding vehicles. PlanConnect will establish a loan account for the Participant, provide the loan amortization schedule online, monitor scheduled repayments and notify the administrator in case of a loan default.
- Account division and/or applicable distributions associated with Qualified Domestic Relations Orders (QDRO).

5.1. In connection with benefit payments, the Employer agrees that the Custodian, and not PlanConnect, will provide the following services pursuant to the custodial agreement entered into with the Employer and the arrangement PlanConnect entered into with the Custodian:

- Withhold the necessary amounts required by law and remit such amounts withheld directly to the Internal Revenue Service;
- Issue a check directly to the order of the Participant, beneficiary or alternate payee, or to the trustee(s) of another qualified Plan or such other eligible retirement plan to whom the distribution may be directly rolled over by the Participant, beneficiary or alternate payee; and
- Prepare the necessary tax reporting and transmittal forms (e.g. Form 1099R) and forward directly the required copies to the Internal Revenue Service and to the Participant, beneficiary or alternate payee, whichever is applicable, for the amounts distributed.

In the case of a distribution issued by check, if the check is not deposited or cashed after six (6) months, the monies are returned to the Plan.

## **Section 6 Other Services**

- 6.1. Enrollment Materials. PlanConnect shall assist each Participant with the enrollment process and provide enrollment materials when requested to advisors or Employer.
- 6.2. Access to Account Information. PlanConnect will make Plan and/or Participant level account information available to any third-party administrator and/or key financial professional to enable them to provide necessary Plan services, provided the Employer has authorized PlanConnect to make such information available.
- 6.3. Customer Service Representatives. PlanConnect will provide customer representatives to the Employer and Participants during the normal business hours to answer questions and assist in certain transactions.

PlanConnect will provide Participants with PlanConnect's Telephone Inquiry System, which provides information, via either a voice response system ("VRS") or a customer service representative. Subject to compliance with applicable laws, all telephone calls will be recorded. PlanConnect will operate its VRS in accordance with reasonable provisions to ensure the security of such services. The VRS may occasionally be unavailable to accommodate system maintenance.

- 6.4. Minimum Required Distribution. PlanConnect will notify the Participants that have attained at least age 72 (or age 70 ½, if applicable) within the current calendar year and provide the paperwork necessary to take a distribution of the current required minimum distribution as well as to set up an automatic required minimum distribution service.
- 6.5. Beneficiary Form Maintenance. PlanConnect will maintain beneficiary designations received from Participants. The Employer instructs and authorizes PlanConnect to, without the Employer's signature, accept, maintain and file all beneficiary designation forms received by it in good order and in a manner acceptable to PlanConnect.
- 6.6. Participant Statements. PlanConnect shall prepare and provide to Participants electronic statements of their account balances held in connection with Equitable Retirement Vision under the Plan. Quarterly statements are available on the Participant website no later than 15 days after quarter end. All Participants will receive their statement mailed to them at the address that PlanConnect has on record.
- 6.7. Employer Notification and Participant Notices. Employer will be responsible for preparing and delivering Participant notices. When there are changes made to the investment options that are available to Participants, PlanConnect will prepare a notification to the Employer as well as a sample Participant notice for the Employer to utilize with the Plan Participants. The Employer notice and sample Participant notice will be posted online via the Employer website. PlanConnect will notify the Employer of the publishing of notification to the Employer website through email.

- 6.8 Inspira Trust Agreement. Pursuant to the agreement between Equitable and Inspira, Equitable will receive from Inspira a one-time payment of \$10 per account established by Inspira for providing administrative services to support Inspira's automatic rollover services option, which includes, but is not limited to: (i) developing and maintaining the interface between Equitable's recordkeeping system and Inspira and (ii) providing participants' data necessary for Inspira to facilitate the account opening and transfer. Please refer to your plan's agreement with Inspira and fee disclosure document provided by Inspira for additional information.

## **Section 7 Optional Services (all of these services are elected via the Plan Setup Questionnaire)**

The Employer may elect any or all of the optional services described in this Section on the Plan Setup Paperwork – Questionnaire (the "Questionnaire") provided by PlanConnect. Notwithstanding the Employer's election to receive optional services, PlanConnect may not be able to fully support the services described in this Section if the Plan has provisions that cannot be supported by PlanConnect's recordkeeping system. In providing these services, neither PlanConnect nor any of its affiliates are responsible for errors that result from inaccuracies of information the Employer or its designee provides.

- 7.1. Eligibility Monitoring and Tracking. PlanConnect may provide Eligibility Monitoring and Tracking Services. This service will assist the Plan in determining the eligibility for the employees of the Employer based on the terms of the eligibility requirements in the Plan document described in the Questionnaire and information provided by the Employer.

The Employer shall communicate to PlanConnect on a frequent basis the data points required in order to properly determine eligibility based on the Plan document provisions. This data will be transmitted electronically via the Employer website. The recordkeeping system will determine eligibility on each employee at the time that data points are received. When the entry dates are calculated, they are reported to the Employer via the Payroll Change Notification Report that is available through the Employer website. The Employer is obligated to review the Payroll Change Notification Report and notify PlanConnect immediately in writing of any inaccuracies or errors in the Report. Such Reports shall be deemed to have been approved by the Employer unless PlanConnect is notified of any inaccuracies or errors in the Report within thirty (30) days from the date the Report was posted.

For Participants who are enrolled in the Plan and make an initial deferral election or make a change to the current deferral election on file, a payroll report will be available on the Employer website as notification of this election. The Employer agrees that it will review the report and withhold the amount elected by the Participant and make contributions to the Plan in a timely manner as reflected in the payroll report. The Employer or its designee is responsible for ensuring that deferral elections made by the Participants are in accordance with the Plan.

- 7.2. Automatic Enrollment Support. PlanConnect may provide Automatic Enrollment Support services. In order for the Employer to choose this service, the Employer must have elected Eligibility Monitoring and Tracking Services. This service will identify and track employees who need to be automatically enrolled as well as, if applicable, eligible for automatic increases in their salary deferral. The Employer shall communicate to PlanConnect on a frequent basis the data points required in order to properly determine eligibility for automatic enrollment based on the Plan document provisions. This data will be transmitted electronically via the Employer website.

PlanConnect will provide a report that will identify the employees who need to be automatically enrolled in the Plan and their respective entry date to the Plan based on the information provided by the Employer. This report will be available through the Employer website. The Employer or its designee is obligated to review the report and notify PlanConnect immediately in writing of any inaccuracies or errors in the report. Such reports shall be deemed to have been approved by the Employer unless PlanConnect is notified of any inaccuracies or errors in the report within thirty (30) days from the date the report was posted. The Participant will be identified as an automatic enrollment participant until the Participant assumes control over the investment allocation selection or elects a transfer of monies within their account.

- 7.3 Vesting Tracking. PlanConnect may provide Vesting Tracking Services. This service will calculate and determine the vesting percentage for each Participant per applicable source. The Employer shall communicate to PlanConnect on a frequent basis the data points required in order to properly determine the vesting percentage based on the Plan document provisions. The Employer and Participant would be able to view the vesting percentage as well as the vested account balance by source on the website or on the Participant quarterly statement. The Employer or its designee is obligated to review a report or information posted on the Employer website that contains each Participant's vesting information and notify PlanConnect immediately in writing of any inaccuracies or errors in the report. Such report shall be deemed to have been approved by the Employer unless PlanConnect is notified of any inaccuracies or error in the report within thirty (30) days from the date the report was posted.

- 7.4. Plan Document Services. Upon request, a plan document and an adoption agreement will be provided and PlanConnect will assist the Plan Sponsor in the completion of the adoption agreement. In addition, PlanConnect will prepare and provide for distribution a Summary Plan Description based on the completed and executed

copy of the adoption agreement. The Plan Sponsor will review the documents provided by PlanConnect, with its counsel or other advisors as it may wish to obtain, and execute the adoption agreement, amendments, restatements, and other supplemental documents as may be requested by PlanConnect to maintain the Plan and provide copies of signed documents to PlanConnect upon request. Additional fee set forth in Schedule A will be charged for any Plan document restatements or amendments. Upon the termination of this Agreement or restatement of the Plan to a non- PlanConnect affiliate plan document, the Plan Sponsor shall promptly cease using the Plan documents provided by PlanConnect and PlanConnect will provide no further amendments or support the Plan documents in any way.

- 7.5 **Employer Duty.** The Employer and the Plan Administrator, as fiduciaries to the Plan, have an ongoing duty to monitor services provided by PlanConnect to ensure that the Plan is being administered in accordance with applicable laws and the Plan rules. The Employer acknowledges that PlanConnect in providing services described in this Agreement is not exercising any discretion and is not acting as a fiduciary when providing any of the administrative services pursuant to this Agreement. The Employer shall provide PlanConnect on an ongoing basis accurate, complete and timely information on all matters related to the Plan and its Participants and employees that would impact PlanConnect's responsibility under this Agreement.

## **Section 8 Self-Directed Brokerage Accounts**

- 8.1. The Employer may elect to make available to Participants the option of a self-directed brokerage account ("SDBA"). This option is provided via a third party who interfaces with PlanConnect. The Employer has to enter into an agreement with the third party directly, and unless otherwise described herein, that agreement will govern with respect to the SDBA. This service allows the Participant to access their SDBA through a single sign on process via the Participant website. The Employer authorizes PlanConnect to transmit Participant demographic data to the third-party.
- 8.2. Notwithstanding any other provisions in the Agreement, the following rules will apply to SDBA.
- The Participant will need to maintain an account balance in the Core Account in the amount of 20% of the total account balance, including SDBA.
  - All distributions can only be made from the Core Account and participants cannot take a distribution directly from SDBA.
  - For purposes of determining the maximum allowable loan amount, assets in the SDBA will be taken into account but loans can only be taken from the Core Account.
  - Certain services or features, as disclosed in the SDBA Fact Sheet, may not be available if the Plan has the SDBA.
  - These rules are subject to change and you will be notified of any material changes.
- 8.3. The Employer agrees and acknowledges that PlanConnect (i) is not recordkeeping the underlying assets in the SDBA, (ii) will provide very limited services under this Agreement with respect to the SDBA, and (iii) will charge an annual administrative fee in addition to any third party brokerage account charges. Any Plan level or Participant level data related to the SDBA is provided to PlanConnect by the third- party brokerage firm, and PlanConnect will have no way of knowing whether such data is accurate. While PlanConnect may include such data in the statements, PlanConnect and its affiliates shall not be responsible for the accuracy of the information reported by the third-party brokerage firm. The Employer further acknowledges that neither PlanConnect nor any of its affiliates is responsible or liable for the acts or inactions of the third-party brokerage firm.

## **Section 9 Recordkeeping and Other Fees**

In consideration of the performance of the services herein described, PlanConnect will impose the charges and expenses specified in Schedule A as amended from time to time, and in other written disclosures as PlanConnect may provide to the Employer from time to time. In addition, PlanConnect and/or its affiliates may also receive other compensation (also referred to as "indirect compensation") from the investment options in support of the recordkeeping, administrative and/or distribution services provided in connection with the Plan

All fees under this Agreement shall be paid in accordance with the Plan Setup Paperwork Questionnaire completed by the Employer. With respect to the fees that the Employer agrees to pay PlanConnect directly, such fees shall be paid in full within thirty (30) days after the date of the invoice. In the event that the Employer disputes the amount due for any invoice, the Employer shall notify PlanConnect promptly of the amount and nature of the dispute. The

Employer agrees not to delay payment of any portion of the amount that is not in dispute. PlanConnect reserves the right to change the recordkeeping and other fees under this Agreement upon ninety (90) days prior written notice to the Employer.

Any Plan charges described in Schedule A, which remain unpaid for more than 90 days, after the due date, shall be automatically deducted from the, the forfeiture account and then pro rata from each Participant's account, if the forfeiture account has insufficient assets to pay the unpaid Plan charges.

Upon receipt of direction from the Employer or its designee to deduct Plan expenses from the assets of the Plan, PlanConnect will direct Custodian to withdraw the specified amount on the last Business Day of each calendar quarter, or at any other time to which PlanConnect agrees, and remit the amount in accordance with the instructions from the Employer or its designee. PlanConnect shall have no responsibility for determining that such expenses are reasonable and permitted under the terms of the Plan.

## **Section 10 Employer Acknowledgment and Representation**

- 10.1. The Employer acknowledges that PlanConnect does not by the performance of its obligations hereunder become responsible, by implication or otherwise, for compliance with any laws not specifically described herein as being the responsibility of PlanConnect.
- 10.2. The Employer acknowledges that the services are of a directed nature and PlanConnect shall not perform any service that would cause PlanConnect to be treated as an "administrator" or a "fiduciary" of the Plan (within the meaning of Sections 3(16) and 3(21) of ERISA) under this Agreement. Nothing in this Agreement is intended to give PlanConnect any discretionary authority or any discretionary responsibility for the Plan, and the relationship of PlanConnect to the Plan is intended to be that of a directed recordkeeper with respect to the services.
- 10.3. The Employer appoints PlanConnect to exclusively provide the non-discretionary recordkeeping, communication and other services set forth in this Agreement for the Plan for the term of this Agreement. The Employer, not PlanConnect, shall otherwise remain responsible for compliance with all applicable laws affecting its business, including without limitation Employer's obligations under the Code and its regulations, applicable state and local tax laws and regulations.
- 10.4. The Employer acknowledges that the timely provision of accurate, consistent, and complete data and documentation requested by PlanConnect is essential to the proper delivery of services and PlanConnect shall not be responsible for incomplete or inaccurate services to the extent caused by Employer's or any other party's failure to provide such data. PlanConnect shall be entitled to rely on the accuracy and completeness of such data and shall have no duty to verify such information except where the data is clearly erroneous on its face. Where the information provided to PlanConnect by the Employer was incorrect, and where services previously provided, based on such incorrect information, must be performed again, PlanConnect reserves the right to charge additional fees. PlanConnect shall have no responsibility or liability for any error, inadequacy, or omission which results from inaccurate information, data documents or other records provided to PlanConnect.
- 10.5. The Employer acknowledges that PlanConnect is in no duty to determine whether the Plan is subject to ERISA and shall be fully entitled to rely on the Employer's representation of the Plan's ERISA and tax-qualified status as well as the terms of the Plan. The Employer agrees to notify PlanConnect immediately in writing if the Employer has reason to believe the Plan is or will be subject to ERISA or if there are any changes related to the Plan. The Employer further acknowledges that the Plan is not prohibited by any applicable federal, state or local statutes and/or regulations to offer Equitable Retirement Vision<sup>SM</sup>, defined contribution program to its participants and that it has determined that Equitable Retirement Vision<sup>SM</sup>, defined contribution program is a suitable funding vehicle for the Plan.
- 10.6. The Employer agrees that recordkeeping services described herein shall be performed by PlanConnect with respect to only those Plan assets invested through Equitable Retirement Vision defined contribution program. PlanConnect shall perform its obligations hereunder as agent for the Employer and only in accordance with instructions received from those persons authorized to act on behalf of the Employer as specified to PlanConnect in writing.
- 10.7. The Employer acknowledges that neither PlanConnect nor any of its affiliates shall be responsible for any

services provided by any other third parties.

**Section 11    Employer Direction and Responsibility**

If and to the extent the Employer’s failure to timely perform its responsibilities under this Agreement causes PlanConnect to fail to meet its obligations hereunder, PlanConnect shall be excused from performance and shall not be responsible for any losses resulting from its failure to perform or delay in performing. After any failure on the part of the Employer to meet its obligations, PlanConnect shall assert best efforts within commercially reasonable limits to satisfy its obligations hereunder.

The Employer further agrees that in the event any change it intends to make to its Plans, policies, or procedures would require PlanConnect to alter the manner in which it provides any services hereunder, detailed documentation describing such changes must be provided by Employer to PlanConnect sufficiently in advance of the effective date of such changes to reasonably enable PlanConnect to make such modifications.

**Section 12    Custodian**

- 12.1. The Employer authorizes and directs PlanConnect to provide Custodian with Participant level information (including, but not limited to Participants’ names and social security numbers and their financial activities) required to comply with applicable laws.
- 12.2. The Employer acknowledges that it grants PlanConnect the authority to forward directions received from the Employer or Participants to purchase and sell investment options, distribute from the Plan and conduct other transactions with respect to the Plan assets held by the Custodian under the custodial agreement.
- 12.3. The Employer acknowledges that Custodian, not PlanConnect, shall serve as a paying agent for one or more group annuity investments (which are investment products manufactured by Equitable Financial Life Insurance Company) as held within the Plan, and perform custodial and cashiering services which include but are not limited to the recording and retention of all Plan cash, collecting of Plan contributions, issuance of Plan and Participant distributions, tax withholding, remittance and reporting.

**Section 13    Notice**

All notices or requests provided for hereunder shall be deemed to have been duly given when delivered by hand to an officer of the other party, when posted on the Employer website by PlanConnect or when deposited with the U.S. Postal Service as first class certified or registered mail, postage prepaid, overnight courier service, facsimile, addressed as follows:

If to PlanConnect:

PlanConnect, LLC  
100 Madison Street  
MD 34-20  
Syracuse, NY 13202  
Attn: Equitable Plan Onboarding Team

If to the Employer, to:

Attention: \_\_\_\_\_

Or to such other persons or places as each Party from time to time designate by written notice sent as aforesaid.

Notwithstanding the foregoing, written notice by electronic transmission, if in comprehensible form, is effective when directed to an electronic mail address furnished by the addressee for the purposes. The Employer agrees that all notices, disclosures and other communications that PlanConnect provides electronically satisfy any legal requirement that such communication be in writing.

**Section 14    Liabilities**

- 14.1. **Duty to Mitigate Damages.** Each Party has a duty to mitigate the damages that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate, commercially reasonable actions to reduce or limit the amount of such damages.
- 14.2. **Limitation on Categories of Liability.** In no event will the measure of damages payable by either Party include, nor will either Party be liable for, any consequential, indirect, incidental, exemplary, or punitive damages arising from or related to this Agreement, whether or not foreseeable, and regardless of the cause of such damages even if the Party has been advised of the possibility of such damages in advance.
- 14.3. **Contractual Statute of Limitation.** To the extent permitted under applicable law, any action brought against PlanConnect or any of its affiliates in connection with this Agreement must be filed within one year after the Employer first knew or reasonably should have known of the underlying facts giving rise to such claim.

## **Section 15 Termination**

- 15.1. **Term.** The term of this Agreement will commence effective immediately upon execution by both Parties and shall remain in force until terminated by either Party as provided herein.
- 15.2. **Termination.** Either Party may terminate this Agreement upon at least sixty (60) days prior written notice to the other Party. Within ninety (90) days of termination of this Agreement, PlanConnect will deliver to the Employer any reports required by this Agreement which have not already been provided.

## **Section 16 General Provisions**

- 16.1. **Subcontracting and Assignment.** PlanConnect may, in its sole discretion, delegate or subcontract the obligations described in this Agreement to an affiliate, parent, subsidiary or third party vendor designated by PlanConnect, provided, however, that PlanConnect will remain fully responsible for the performance of its duties hereunder. PlanConnect may utilize the services of any of its affiliates to perform any services under this Agreement.
- 16.2. **Indemnification.** To the extent permitted by applicable law, each Party shall indemnify and hold the other Party harmless against any and all liabilities, losses, costs, or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature, which may be imposed on, incurred by, or asserted against the other Party arising out of or in connection with any claim, action or suit brought or asserted against the other Party to the extent such liability, loss, or expense results from the indemnifying Party's negligence, breach of the terms hereof, or willful misconduct under this Agreement, provided that the indemnifying Party (i) is notified promptly in writing of the claim, action or suit, (ii) has the right to assume the defense of such claim, action or suit with counsel selected by the indemnifying Party and to compromise or settle such action, suit or claim, and (iii) receives the indemnified Party's cooperation in such defense. Except as specifically provided otherwise in the preceding sentence, the Employer shall indemnify and hold PlanConnect harmless against any and all liabilities, losses, costs, or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature, which may be imposed on, incurred by, or asserted against PlanConnect at any time in connection with (i) services performed by PlanConnect in accordance with the terms of this Agreement, (ii) PlanConnect's having entered into this Agreement, (iii) PlanConnect's having acted upon the directions of the Employer hereunder, or (iv) PlanConnect's having failed to act as a result of either (A) the Employer's directions not to act, or (B) the absence of the Employer directions. For purposes of this Section, any reference to the Employer or PlanConnect as an indemnified Party shall be deemed to include their respective directors, employees, officers, affiliates, and subsidiaries.
- 16.3. **Transactional Fund Earnings/Losses – Breakage.** PlanConnect will process all investment instructions (including for the investment of new contributions, transfers between investment options and other directions) that are timely received in good order before 4:00 pm eastern time (or before the New York Stock Exchange closes, if earlier) on the Business Day received at that day's closing price. If PlanConnect is responsible for a transaction processing delay or error, PlanConnect will correct the issue as soon as possible and return the Plan and Participant account to the economic position that they would be in absent the delay or error. If correction processing generates a shortfall to the Plan and Participant account, PlanConnect makes the account whole by paying the shortfall. If correction processing generates an overage (i.e., an amount in excess of what would be in the account if the error did not occur), PlanConnect retains the overage as a component of its compensation for transaction processing services, including its agreement to make the Plan and Participant account whole for the delays or errors caused by PlanConnect. Upon Employer's request, PlanConnect will provide additional information about the correction process, and the shortfalls and overages pertaining to the Plan.
- 16.4. **Confidentiality of Data.** PlanConnect shall treat all Plan, Participant information or data received from the Employer and/or Participants as confidential. Except as otherwise required by applicable law or regulation, PlanConnect shall not disclose confidential information to a third party or use such information except for the purpose of providing services under this Agreement without the approval of the Employer. The Employer hereby agrees that PlanConnect, its officers, employees, brokers, registered representatives, vendors and professional advisors may use and disclose Plan and Participant information to enable or assist it in the performance of its duties hereunder and with other Plan related activities and expressly authorizes PlanConnect to disclose Plan

and Participant information to the Plan's financial professional(s) and/or broker of record on file with PlanConnect. The Employer further authorizes PlanConnect to contact any Participant at his or her home or business address to obtain information needed to perform the services under the Agreement.

- 16.5. Participant Education. The Employer permits PlanConnect (and its designee) to communicate to its eligible employees and Participants about their retirement savings.
- 16.6. Amendment of Agreement. No amendment of any provision of this agreement shall be effective unless the same shall be in writing and signed by both Parties, or as otherwise stated in this Agreement.
- 16.7. Entire Agreement. This Agreement, together with such amendments as may from time to time be executed in writing by the Parties, and any other documents and/or instruments referred to, constitutes the entire Agreement and understanding between the Parties in respect of the transactions contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof.
- 16.8. Force Majeure. Each Party will be excused from performance under this Agreement (other than obligations to make payments that have become due and payable pursuant to this Agreement) for any period in which it is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a Force Majeure Event. "Force Majeure Event" will include, without limitation, fires, power failures, strikes, acts of god, restrictions imposed by government, or delays beyond the control of the delayed Party.
- 16.9. Governing Law. This Agreement shall be continued according to, and the rights and liabilities of the parties hereto by, the laws of the State of New York, excluding that body of law applicable to choice of law.
- 16.10. Survival of Obligations. The representations, warranties and indemnification under this Agreement are intended to and shall continue after and survive expiration, termination and cancellation of this Agreement extended.
- 16.11. No Waiver. A Party's failure, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, shall not be construed as a waiver of such provision or right, nor shall it affect the validity of this Agreement.
- 16.12. Disputes. Any controversy or claim arising out of this Agreement ("Dispute") that has not been resolved within thirty (30) days of notice of such Dispute (or such longer period as the Parties may agree in writing) will be settled by arbitration. Either Party may initiate arbitration by filing a claim with the American Arbitration Association ("AAA") in accordance with the procedures in this Paragraph and the Commercial Arbitration Rules of the AAA ("AAA Rules"). The arbitration will be conducted before a panel of three (3) arbitrators, regardless of the size of the Dispute. The AAA shall provide the Parties with a list of not less than ten (10) arbitrators, and each Party may strike as many names as they choose and shall rank the others in descending order of preference. The AAA shall combine the two lists and contact the arbitrators in descending order of combined preference for their availability. If the Parties agree on less than three arbitrators or less than three are available, the remainder will be chosen in accordance with the AAA Rules. Any issue concerning the extent to which any Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of these procedures, including any contention that all or part of these procedures are invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. No potential arbitrator may serve on the panel unless he or she has agreed in writing to abide and be bound by the procedures in this Paragraph.

Except for representative claims which cannot be waived under applicable law and which are therefore excluded from this Agreement, the Parties expressly intend and agree that: (a) class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any arbitration pursuant to this Agreement; (b) neither Party will assert class action or representative action claims against the other in arbitration or otherwise; and (c) the Parties shall only submit their own, individual claims in arbitration and will not seek to represent the interests of any other person.

The arbitrators may not award non-monetary, injunctive or other equitable relief of any sort; however such relief shall be available to the Parties at any time where appropriate from a court of competent jurisdiction. The arbitrators shall have no power to award (i) damages inconsistent with this Agreement, or (ii) punitive damages or any other damages not measured by the prevailing Party's actual damages. Subject to the foregoing, in no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitrators have power to make an award or impose a remedy that could not be made or imposed by a court sitting in the jurisdiction agreed to by the Parties in this Agreement and deciding the matter in accordance with the law agreed to by the Parties in this Agreement as the governing law.

Except as described later in this Paragraph, discovery in the arbitration shall be limited to the production of

requested documents. The Parties may jointly agree to additional discovery. If the Parties cannot agree on additional discovery, the Party seeking such additional discovery may petition the arbitrators for relief. In such instance, the arbitration panel may permit additional discovery as it deems to be reasonably necessary for the resolution of the case before it. All aspects of the arbitration shall be treated as confidential. Neither the Parties nor the arbitrators may disclose the content or results of the arbitration, except as necessary to comply with legal, audit or regulatory requirements. Before making any such disclosure, a Party shall give written notice to the other Party and shall afford such Party a reasonable opportunity to protect its interests.

The result of the arbitration will be binding on the Parties, and judgment on the arbitrators' award may be entered in any court having jurisdiction. The Parties agree that service of process and of any notices required in connection with any arbitration hereunder or any related court proceedings may be given in the manner provided for the giving of notices as set forth in this Agreement. Each Party will bear its own costs in the arbitration, including attorneys' fees. The arbitrators shall not be permitted to award attorney fees as part of any award. The fees and expenses of the arbitrators will be shared equally by the Parties. The arbitration shall take place at a mutually agreeable location. If the Parties cannot agree on the location the arbitrators shall choose the location.

In witness whereof, the Parties have caused this Agreement to be executed by their duly authorized officers or representatives.

### Employer

By signing below, I hereby represent that I am authorized to execute this document on behalf of the Employer and to contract services on behalf of the Plan.

Print Name:

Brenda Norton

Signature:

Signed by:  
  
 9EE75300B772473

Title:

Director. Human Resources

Date:

3/6/2025 | 10:56 AM EST

Email Address:

bnorton@councilbluffs-ia.gov

- ☒ **Yes I would prefer to receive a copy of the countersigned application, the Recordkeeping Services Agreement via email. PlanConnect will use the email address provided in this agreement.**

### PlanConnect, LLC

By signing below, I hereby represent that I am authorized to execute this document on behalf of PlanConnect, LLC.

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

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

Title: \_\_\_\_\_

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

## Schedule A

The fees set forth below are in addition to any administrative and investment-related fees, as further described in the prospectus accompanying each mutual fund or group annuity contracts. The Employer acknowledges that it has reviewed all applicable fees and charges related to Equitable Retirement Vision defined contribution program and determined such fees and charges are reasonable.

The payment of recurring fees paid to PlanConnect is determined by the selection made in the Plan Setup Paperwork Questionnaire portion of the Agreement. This payment can be paid in total or combination of Employer paying the amount to PlanConnect outside of Plan assets and/or payment from Plan assets on a pro-rata or per capita basis. Below are the description of the fees and the timing of assessment.

### Recurring fees paid to PlanConnect:

**Plan Administrative/Recordkeeping Charge:** The agreed upon plan administrative and recordkeeping related charges (which includes fees payable to Custodian) and other applicable charges as of the date of this Agreement is listed in the Recordkeeping Services Agreement Schedule A Addendum. The plan administrative/recordkeeping fee is charged quarterly based on the average daily balance of the Plan. If PlanConnect did not service the Plan for a full calendar quarter, the fee will be pro-rated to account for a portion of the quarter. In the event of termination of this Agreement before the end of a quarter, the fee is calculated based on the Plan asset value on the effective date of termination and a pro rata portion of the fee for that calendar quarter will be charged.

The Per Participant Fee is based upon the number of Participants with an account balance greater than \$0.00 at the end of the calendar quarter. If PlanConnect did not service the Plan for a full calendar quarter, the fee will be pro-rated to account for a portion of the quarter. In the event of termination of the Agreement before the end of a quarter, a pro rata portion of the fee for that calendar quarter will be charged.

### Plan per occurrence fees:

#### Manual Conversion (paper)

This fee compensates PlanConnect for additional costs associated with acceptance of prior Plan information via paper and data processing of said information. This charge will be calculated based on the hours needed to process information. The hourly rate is \$250 per hour.

#### Manual Payroll Processing

This fee compensates PlanConnect for the manual processing of any payroll roster that does not use the PlanConnect provided web-based tool and ACH debit format. This charge is per file processed manually and is \$100.00 per payroll file. The manual payroll processing fee only applies if the Plan submits a payroll roster other than via the Employer Online access.

#### Plan Termination Processing

This is a one-time fee of \$1,500 and this fee compensates PlanConnect for costs associated with winding up Plan operations and payment of benefits to all Participants.

#### Deconversion Fee

This fee compensates PlanConnect for costs associated with providing Plan and Participant information to a successor service provider. This charge is \$1,000 and will need to be satisfied prior to Plan assets being transferred to subsequent provider.

#### Market Value Adjustment (MVA) on Equitable Fixed Account

This is an investment charge for early termination of the Equitable Fixed Account Contract. More information about when an MVA may be imposed and the method of calculating the MVA are provided in the Equitable Fixed Account Contract.

Any Plan charges described in this Section, which remain unpaid for more than 90 days, after the due date, shall be automatically deducted first from the Plan's forfeiture account and then pro rata from each Participant's account, if the forfeiture account has insufficient assets to pay the unpaid Plan charges.

## **Participant Initiated Transactional Charges**

The following Participant initiated transactional charges will be deducted on a pro-rata basis from all investment options, including the Equitable Fixed Account from Participants' accounts, at the occurrence of any of the following events. A portion of the Participant initiated transactional fees deducted by PlanConnect may be paid to the Custodian for its cashiering services. The Employer represents that such deduction is permissible under the terms of the Plan and further agrees to hold PlanConnect, its agents, employees and affiliates harmless with respect to any consequences that may follow as a result of such deductions.

### **Participant Disbursement/Transfer of Assets/Contract Exchange: \$50**

PlanConnect receives this fee for processing a participant's benefit distribution, transfer of assets or contract exchange, including, if applicable, preparation and filing of Form 1099-R, mailing of Form 1099-R to the participant and submission of any income tax withholding.

### **Loan Issuance and Disbursement: \$150**

This charge compensates PlanConnect for costs associated with loan modeling, preparation of loan documents (promissory note and amortization schedule), establishment of loan on recordkeeping systems, monitoring loan repayments, and if required, notifying the Plan Administrator and Participant of an impending loan default and issuing Form 1099-R for defaulted loans.

### **Overnight Delivery Fee \$35**

This charge compensates PlanConnect for costs associated with expediting the mailing of a loan or disbursement check.

### **Check Stop Payment \$25**

This charge compensates PlanConnect for costs associated with placing a stop payment on a loan or disbursement check.

### **Recurring Distributions: \$50 per year**

PlanConnect receives this fee for setting up and processing a Participant's recurring benefit distribution including preparation and filing of Form 1099-R, mailing of Form 1099-R to the Participant and submission of any income tax withholding.

## Certificate Of Completion

Envelope Id: FCBAF904-164C-41B6-88D6-B8294BE7BCB5

Status: Completed

Subject: Council Bluffs 457 Retirement Plan paperwork

Source Envelope:

Document Pages: 40

Signatures: 8

Envelope Originator:

Certificate Pages: 4

Initials: 0

Allison Spiro

AutoNav: Enabled

1345 Avenue of America

Envelopeld Stamping: Enabled

New York, NY 10105

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

allison.spiro@equitable.com

IP Address: 141.191.68.5

## Record Tracking

Status: Original

Holder: Allison Spiro

Location: DocuSign

3/3/2025 12:41:14 PM

allison.spiro@equitable.com

## Signer Events

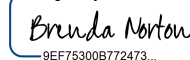
Brenda Norton

bnorton@councilbluffs-ia.gov

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

  
Brenda Norton

9EF75300B772473...

Signature Adoption: Pre-selected Style

Using IP Address: 64.253.176.120

## Timestamp

Sent: 3/3/2025 1:00:46 PM

Viewed: 3/6/2025 10:52:16 AM

Signed: 3/6/2025 10:56:00 AM

## Electronic Record and Signature Disclosure:

Accepted: 3/6/2025 10:52:16 AM

ID: 603e2fbf-26bf-4b20-ba3d-edb718a090f5

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

3/3/2025 1:00:46 PM

Certified Delivered

Security Checked

3/6/2025 10:52:16 AM

Signing Complete

Security Checked

3/6/2025 10:56:00 AM

Completed

Security Checked

3/6/2025 10:56:00 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Equitable Advisors, LLC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Equitable Advisors, LLC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kelly.esposito@equitable.com](mailto:kelly.esposito@equitable.com)

#### **To advise Equitable Advisors, LLC of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kelly.esposito@equitable.com](mailto:kelly.esposito@equitable.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Equitable Advisors, LLC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kelly.esposito@equitable.com](mailto:kelly.esposito@equitable.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Equitable Advisors, LLC**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kelly.esposito@equitable.com](mailto:kelly.esposito@equitable.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Equitable Advisors, LLC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Equitable Advisors, LLC during the course of your relationship with Equitable Advisors, LLC.

**RESOLUTION NUMBER 25-144**

**RESOLUTION APPROVING AN AGREEMENT WITH SECURITY NATIONAL BANK TO MANAGE THE CITY OF COUNCIL BLUFFS 457(b) PLAN AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY**

**WHEREAS;** The City of Council Bluffs, Iowa has sought proposal for the management of the City of Council Bluffs 457(b) Plan to be utilized by the employees of the city to place personal investments; and,

**WHEREAS;** After a considerable amount of due diligence a Mayors Task Force has determined that Security National Bank has submitted the most favorable plan for the employees of the city; and,

**WHEREAS;** The Task Force does hereby recommend to the City Council that it would be in the best interest of the City of Council Bluffs, Iowa, and its employees to enter into an agreement with Security National Bank to manage the Council Bluffs 457(b) Plan; and,

**WHEREAS;** This Agreement shall be made up of not only the City's two-page Agreement document but shall also include the terms set out in the Request for Proposals, City of Council Bluffs 457(b) Plan Services, the RFP Response and Proposal submitted by Security National Bank, the Authorization to Add/Delete Plan Access between the City and Equitable, the one page summary outlining Security National Bank's services for the City of Council Bluffs, and the agreement with Equitable, all as if totally incorporated with one another.

**NOW THEREFORE IT IS HEREBY RESOLVED  
BY THE CITY COUNCIL  
OF THE  
CITY OF COUNCIL BLUFFS**

That said Agreement is hereby approved and that the Mayor is hereby authorized and directed to execute same on behalf of the city.

**AND BE IT FURTHER RESOLVED**

That the effective date for this Agreement and the implementation of the City of Council Bluffs 457(b) Plan shall be July 1, 2025.

ADOPTED AND APPROVED

May 19, 2025

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

Mayor

Attest:

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

City Clerk

## Council Communication

Department: Human Resources  
Case/Project No.:  
Submitted by: Brenda Norton,  
Director of Human Resources

Resolution 25-145  
ITEM 7.F.

Council Action: 5/19/2025

### Description

Resolution to establish an Investment Advisory Committee to create an Investment Policy and to oversee the compliance of the same for the City of Council Bluffs Employee 457 Plan.

### Background/Discussion

The purpose of a 457(b) plan oversight committee is to ensure the proper governance, compliance, and administration of a governmental 457(b) retirement plan—protecting both the interests of participants and the sponsoring public employer.

The primary functions of this committee are as follows:

- Governance & Fiduciary Oversight - Monitor the plan's operation to ensure it meets legal, ethical, and fiscal responsibilities
- Vendor Management - Review and evaluate recordkeepers, investment providers, and custodians; issue or renew RFPs
- Investment Monitoring - Review performance, fees, and risks of investment options; recommend or approve changes
- Plan Design & Compliance - Ensure the plan complies with IRS rules (e.g., deferral limits, distribution rules) and any local policies
- Participant Communication - Evaluate the effectiveness and clarity of education, enrollment, and retirement-readiness tools
- Issue Resolution - Address participant concerns, administrative errors, or conflicts between the city and plan vendors
- Policy Development - Recommend or approve plan documents, IPS (investment policy statement), and administrative procedures

This Resolution serves to establish an Investment Advisory Committee for the City, and provides a framework for the creation of this Committee.

### Recommendation

Approval of the Resolution.

### ATTACHMENTS:

Description	Type	Upload Date
Resolution 25-145	Resolution	5/15/2025

**RESOLUTION NO. 25-145**

**RESOLUTION TO ESTABLISH AN INVESTMENT ADVISORY COMMITTEE TO  
CREATE AN INVESTMENT POLICY AND TO OVERSEE THE COMPLIANCE OF  
THE SAME FOR THE CITY OF COUNCIL BLUFFS EMPLOYEE 457 PLAN**

**WHEREAS;** The City of Council Bluffs has recently entered into new agreements for the management of the City of Council Bluffs 457 Plan; and,

**WHEREAS;** A necessary element for a successful 457 Plan is the establishment of an Investment Advisory Committee; and,

**WHEREAS;** Attached hereto, and by this reference made a part hereof, is a Framework for the Creation of an Investment Advisory Committee; and,

**WHEREAS;** It is the opinion of the City Council for the City of Council Bluffs that such a committee should be established in a manner consistent with the above referenced document.

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

That the Mayor is hereby authorized and directed to establish an Investment Advisory Committee for the City of Council Bluffs Employee 457 Plan in a manner consistent with the Framework for the Creation of an Investment Advisory Committee document attached hereto.

ADOPTED  
AND  
APPROVED

May 19, 2025.

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

Attest:

\_\_\_\_\_  
JODI QUAKENBUSH City Clerk

FRAMEWORK FOR THE CREATION OF AN INVESTMENT ADVISORY COMMITTEE  
FOR THE COUNCIL BLUFFS EMPLOYEE 457 PLAN

1. The purpose of this Committee is to develop an investment policy statement to be utilized for the personal investments of city employees taking part in the City of Council Bluffs Employee 457 Plan.
2. The Investment Advisory Committee (IAC) shall monitor the activities of the entities the city contracts with to manage these funds to ensure that the investment policy is being adhered to.
3. The IAC shall have seven members. One from each of the following:
  - Human Resources Director
  - Finance Director
  - President of the AFSCME union
  - President of the CWA union
  - President of Professional Firefighters local 15
  - President of FOP Lodge #1
  - A Non-Union Employee (selected by the Mayor)
4. The Directors and Presidents identified above may designate a member of their Department or Union to represent them on the IAC but in order to maintain continuity said designations shall be for a term of at least one year, unless unavoidable.
5. The Human Resources Director shall serve as the Chairperson for the meetings, and shall be responsible for setting required quarterly meetings of the IAC. The Chair shall also schedule additional meetings that are deemed necessary for the performance of the IAC's duties and responsibilities.
6. The IAC shall adopt such rules and or by-laws as are deemed necessary for the efficient performance of its duties and responsibilities.
7. All meetings shall be held in compliance with the Iowa open Meetings Law.

## Council Communication

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

Liquor Licenses  
ITEM 8.A.

Council Action: 5/19/2025

### Description

1. BBQ Brothers, 321 Comanche St.
2. Eagles Club, 1530 Ave. F
3. Jonesy's Corner, 2752 W. Broadway
4. Latino Market, 1535 Ave. G
5. Springhill Suites Council Bluffs, 3216 Plaza View Dr.
6. StreetSide Lounge, 319 N. 16th St.

### Background/Discussion

See attached calls for service.

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Liquor Licenses	Other	5/14/2025

# CBPD ALCOHOL PERMIT RENEWAL REVIEW

	ESTABLISHMENT	ADDRESS	OWNER	RENEWAL DATE
1.	BBQ Brothers	321 Comanche		
2.	Eagles Club	1530 Ave F		
3.	Jonesy's Corner	2752 W Broadway		
4.	Latino Market	1535 Ave G		
5.	Streetside Lounge	319 N 16th		
6.				
7.				

	CITATIONS	CFS*	NEXUS*	GREEN*	YELLOW*	RED*	
1.	0	2	3	X			*CFS - Calls in the area, establishment mentioned
2.	0	0	2	X			*Nexus - Calls originated at establishment
3.	0	2	5		X		
4.	0	0	2	X			
5.	0	2	3		X		*Green - No issues
6.							*Yellow - Minor issues
7.							*Red - Major issues

## COMMENTS

\*Additional information relating to the CFS can be made available upon request

SIGNATURE Mark Galvan

City of Dallas, Texas  
Police Department  
1000 Ross Avenue, Suite 1000  
Dallas, Texas 75202  
Phone: 214-671-1234  
Fax: 214-671-1235  
Email: info@cityofdallas.gov

StreetSide Lounge- LC0042687

Premise Street : 319 N 16th Street

Application Number : App-220638


Class C Retail Alcohol License

> Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
Renewal	2025-06-30	2026-06-29	Submitted to Local Authority

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>✓</u>	Local Amt <u>\$812.50</u>	
FIRE <u>✓</u>	Endorsed <u>        </u>	
BUILDING <u>PS</u>	Issued <u>6-30-2025</u>	
ZONING <u>✓</u>	Expires <u>6-29-2026</u>	
	Council <u>5-19-2025</u>	

File Message Foxit PDF Tell me what you want to do...

Fri 5/9/2025 4:18 PM

 Amanda Kopera

Liquor Licenses - Tentative 5/19/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Here are the renewal for the next agenda. Mark will you send calls for service when you have time?

1. BBQ Brothers, 321 Comanche St. — Renewal
2. Eagles Club, 1530 Ave. F — Renewal
3. Jonesy's Corner, 2752 W. Broadway — Renewal
4. Latino Market, 1535 Ave. G — Renewal
5. StreetSide Lounge, 319 N. 16<sup>th</sup> St. — Renewal

Mark Galvan	Approve: Liquor Licenses - Tentative 5/19/25 Agenda
Alex Ford	Approve: Liquor Licenses - Tentative 5/19/25 Agenda
Christopher Gibbons	Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Latino Market LLC- LG0000647

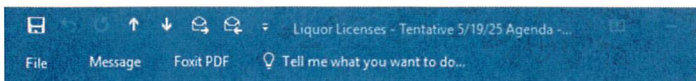
Premise Street : 1535 Avenue G

Application Number : App-220689

Class B Retail Alcohol License

>	Application Type <b>Renewal</b>	Tentative Effective Date 2025-06-29	Tentative Expiration Date 2026-06-28	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>\$812.50</u>	
FIRE <u>✓</u>	Endorsed <u>          </u>	
BUILDING <u>15</u>	Issued <u>6-29-2025</u>	
ZONING <u>✓</u>	Expires <u>6-28-2026</u>	
	Council <u>5-19-2025</u>	



Fri 5/9/2025 4:18 PM

Amanda Kopera

Liquor Licenses - Tentative 5/19/25 Agenda

To: Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Here are the renewal for the next agenda. Mark will you send calls for service when you have time?

1. BBQ Brothers, 321 Comanche St. – Renewal
2. Eagles Club, 1530 Ave. F – Renewal
3. Jonesy's Corner, 2752 W. Broadway – Renewal
4. Latino Market, 1535 Ave. G – Renewal
5. StreetSide Lounge, 319 N. 16<sup>th</sup> St. – Renewal

Mark Galvan Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Alex Ford Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Christopher Gibbons Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Jonesy's Corner - LC0039326

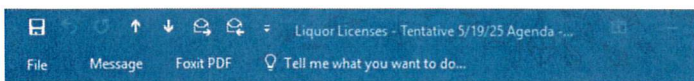
Premise Street : 2752 W Broadway

Application Number : App-219890

Class C Retail Alcohol License

>	Application Type Renewal	Tentative Effective Date 2025-07-01	Tentative Expiration Date 2026-06-30	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>\$812.50</u>	
FIRE <u>✓</u>	Endorsed <u>          </u>	
BUILDING <u>125</u>	Issued <u>7-1-2025</u>	
ZONING <u>✓</u>	Expires <u>6-30-2025</u>	
	Council <u>5-19-2025</u>	



Fri 5/9/2025 4:18 PM

Amanda Kopera

Liquor Licenses - Tentative 5/19/25 Agenda

To: Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Here are the renewal for the next agenda. Mark will you send calls for service when you have time?

1. BBQ Brothers, 321 Comanche St. -- Renewal
2. Eagles Club, 1530 Ave. F -- Renewal
3. Jonesy's Corner, 2752 W. Broadway -- Renewal
4. Latino Market, 1535 Ave. G -- Renewal
5. StreetSide Lounge, 319 N. 16<sup>th</sup> St. -- Renewal

Mark Galvan Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Alex Ford Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Christopher Gibbons Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Eagles Club- LF0000310

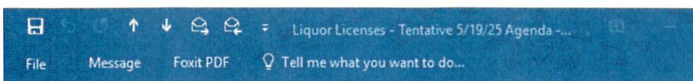
Premise Street : 1530 Avenue 'F'

Application Number : App-220600

Class F Retail Alcohol License

>	Application Type Renewal	Tentative Effective Date 2025-07-07	Tentative Expiration Date 2026-07-06	Application Status ? Submitted to Local Authority
---	-----------------------------	--	---	--

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt	<u>\$812.50</u>
FIRE <input checked="" type="checkbox"/>	Endorsed	
BUILDING <u>RS</u>	Issued	<u>7-7-2025</u>
ZONING <input checked="" type="checkbox"/>	Expires	<u>7-6-2026</u>
	Council	<u>5-19-2025</u>



Fri 5/9/2025 4:18 PM

Amanda Kopera

Liquor Licenses - Tentative 5/19/25 Agenda

To: Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Here are the renewal for the next agenda. Mark will you send calls for service when you have time?

1. BBQ Brothers, 321 Comanche St. -- Renewal
2. Eagles Club, 1530 Ave. F -- Renewal
3. Jonesy's Corner, 2752 W. Broadway -- Renewal
4. Latino Market, 1535 Ave. G -- Renewal
5. StreetSide Lounge, 319 N. 16<sup>th</sup> St. -- Renewal

Mark Galvan Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Alex Ford Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Christopher Gibbons Approve: Liquor Licenses - Tentative 5/19/25 Agenda

BBQ Brothers- BW0098993

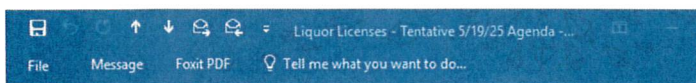
Premise Street : 321 Comanche Street

Application Number : App-220867

Special Class C Retail Alcohol License

> Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
Renewal	2025-05-10	2026-05-09	Submitted to Local Authority

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>✓</u>	Local Amt <u>\$812.50</u>	
FIRE <u>✓</u>	Endorsed <u>          </u>	
BUILDING <u>KS</u>	Issued <u>5-10-2025</u>	
ZONING <u>✓</u>	Expires <u>5-9-2026</u>	
	Council <u>5-19-2025</u>	



Fri 5/9/2025 4:18 PM

Amanda Kopera

Liquor Licenses - Tentative 5/19/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Here are the renewal for the next agenda. Mark will you send calls for service when you have time?

1. BBQ Brothers, 321 Comanche St. -- Renewal
2. Eagles Club, 1530 Ave. F -- Renewal
3. Jonesy's Corner, 2752 W. Broadway -- Renewal
4. Latino Market, 1535 Ave. G -- Renewal
5. StreetSide Lounge, 319 N. 16<sup>th</sup> St. -- Renewal

Mark Galvan Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Alex Ford Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Christopher Gibbons Approve: Liquor Licenses - Tentative 5/19/25 Agenda

Springhill Suites Council Bluffs

Premise Street : 3216 Plaza View Drive

Application Number : App-219564

Special Class C Retail Alcohol License

> Application Type  
New

Tentative Effective Date  
2025-06-01

Tentative Expiration Date  
2026-05-31

Application Status ?  
Pending Dramshop Review

STILL NEED

- ☒ Deed/Lease
- ☒ Sketch
- ☒ Notary page
- ☒ Background Info Sheet
- ☐ State criminal history record check

<input type="checkbox"/> RENEWAL	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt _____	
FIRE <input checked="" type="checkbox"/>	Endorsed _____	
BUILDING _____	Issued _____	
ZONING <input checked="" type="checkbox"/>	Expires _____	
	Council <u>5-19-25</u>	

Alex Ford; Christopher Gib... Liquor License - Addition to 5/19 Agenda  
I've attached the paperwork for Springhill Suites since it is being filed as a New instead of a renewal. Let me know if

Tue 5/13/2025 11:11... 752 KB

Liquor License - Addition to 5/19 Agenda

File Message Insert Options Format Text Review Font PDF

This message was sent on 5/13/2025 11:11 AM.  
Reply Total: Approve 3; Reject 0

Recipient	Response
Alex Ford	Approve: 5/13/2025 11:31 AM
Christopher Gibbons	Approve: 5/13/2025 11:18 AM
Mark Galyan	Approve: 5/13/2025 11:51 AM
Rodney Schultz	

## Council Communication

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

Retail Tobacco Permit - New (1),  
Renewals (18)  
ITEM 8.B.

Council Action: 5/19/2025

### Description

### Background/Discussion

### Recommendation

### ATTACHMENTS:

Description	Type	Upload Date
Tobacco Permits	Other	5/14/2025

[<](#) CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS

1909373801

[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : AMERISTAR CASINO COUNCIL BLFS LLC

Type of ownership : Corporation

Primary office address : 2200 RIVER RD COUNCIL BLUFFS IA 51501-7048

Legal Ownership Phone : 610-373-2400

Legal Ownership Email : paul.czak@pennentertainment.com

## Application Information

City/County Permit Number : 1230026

Sales and Use Permit Number : 178020210

Location Name : AMERISTAR CASINOS COUNCIL BLUFFS

Location Phone Number : 712-396-3061

Location Address : 2200 RIVER RD COUNCIL BLFS IA 51501-7048

Location Mailing Address : 2200 RIVER RD COUNCIL BLUFFS IA 51501-7048

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Other

If Other, Explain : CASINO

Types of Products Sold : Cigarettes, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
SR VP & GENERAL MANAGER	CZAK, PAUL	2200 RIVER RD COUNCIL BLUFFS IA 51501-7048

## Suppliers List

Core Mark Mid Continent

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

<input type="button" value="Approve"/>	<input type="button" value="Deny"/>
--	-------------------------------------

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CASEYS MARKETING COMPANY

Type of ownership : Corporation

Primary office address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone : 515-381-4090

Legal Ownership Email : licensingteam@caseys.com

## Application Information

City/County Permit Number : 1218002

Sales and Use Permit Number : 178021678

Location Name : CASEY'S #2284

Location Phone Number : 712-254-8871

Location Address : 1030 VETERANS MEM HWY COUNCIL BLFS IA 51501-8426

Location Mailing Address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

## Suppliers List

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	<a href="#">View File</a>

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve

Deny

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CASEYS MARKETING COMPANY

Type of ownership : Corporation

Primary office address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone : 515-381-4090

Legal Ownership Email : licensingteam@caseys.com

## Application Information

City/County Permit Number : 1218003

Sales and Use Permit Number : 178020235

Location Name : CASEY'S #3050

Location Phone Number : 712-250-2182

Location Address : 510 23RD AVE COUNCIL BLFS IA 51503

Location Mailing Address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

## Suppliers List

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	<a href="#">View File</a>

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CASEYS MARKETING COMPANY

Type of ownership : Corporation

Primary office address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone : 515-381-4090

Legal Ownership Email : licensingteam@caseys.com

## Application Information

City/County Permit Number : 1218920

Sales and Use Permit Number : 178025190

Location Name : CASEY'S #3201

Location Phone Number : 712-366-5453

Location Address : 701 32ND AVE COUNCIL BLFS IA 51501

Location Mailing Address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

## Suppliers List

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	<a href="#">View File</a>

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve

Deny

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CASEYS MARKETING COMPANY

Type of ownership : Corporation

Primary office address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone : 515-381-4090

Legal Ownership Email : licensingteam@caseys.com

## Application Information

City/County Permit Number : 1218004

Sales and Use Permit Number : 178025192

Location Name : CASEY'S #3203

Location Phone Number : 712-328-9684

Location Address : 1928 SHERWOOD DR COUNCIL BLFS IA 51503

Location Mailing Address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

## Suppliers List

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	<a href="#">View File</a>

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve

Deny

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CASEYS MARKETING COMPANY

Type of ownership : Corporation

Primary office address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone : 515-381-4090

Legal Ownership Email : licensingteam@caseys.com

## Application Information

City/County Permit Number : 1215019

Sales and Use Permit Number : 306603612

Location Name : CASEY'S #6116

Location Phone Number : 712-524-1937

Location Address : 15 N 16TH ST COUNCIL BLUFFS IA 51501-2502

Location Mailing Address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

## Suppliers List

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	<a href="#">View File</a>

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve

Deny

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CASEYS MARKETING COMPANY

Type of ownership : Corporation

Primary office address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone : 515-381-4090

Legal Ownership Email : licensingteam@caseys.com

## Application Information

City/County Permit Number : 1218005

Sales and Use Permit Number : 306603712

Location Name : CASEY'S #6117

Location Phone Number : 712-322-8855

Location Address : 1759 MADISON AVE COUNCIL BLUFFS IA 51503-5249

Location Mailing Address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

## Suppliers List

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	<a href="#">View File</a>

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CASEYS MARKETING COMPANY

Type of ownership : Corporation

Primary office address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone : 515-381-4090

Legal Ownership Email : licensingteam@caseys.com

## Application Information

City/County Permit Number : 1215018

Sales and Use Permit Number : 306603812

Location Name : CASEY'S #6122

Location Phone Number : 712-340-9879

Location Address : 3434 NEBRASKA AVE COUNCIL BLUFFS IA 51501-7042

Location Mailing Address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

## Suppliers List

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	<a href="#">View File</a>

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve

Deny

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CASEYS MARKETING COMPANY

Type of ownership : Corporation

Primary office address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone : 515-381-4090

Legal Ownership Email : licensingteam@caseys.com

## Application Information

City/County Permit Number : 1215020

Sales and Use Permit Number : 306603912

Location Name : CASEY'S #6127

Location Phone Number : 712-256-2713

Location Address : 2711 S 24TH ST COUNCIL BLUFFS IA 51501-6950

Location Mailing Address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

## Suppliers List

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	<a href="#">View File</a>

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve

Deny

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CASEYS MARKETING COMPANY

Type of ownership : Corporation

Primary office address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Legal Ownership Phone : 515-381-4090

Legal Ownership Email : licensingteam@caseys.com

## Application Information

City/County Permit Number : 1215021

Sales and Use Permit Number : 306604012

Location Name : CASEY'S 6134

Location Phone Number : 712-322-2268

Location Address : 3501 W BROADWAY COUNCIL BLUFFS IA 51501-3266

Location Mailing Address : 1 SE CONVENIENCE BLVD ANKENY IA 50021-9672

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
PRESIDENT	JAMES, SAMUEL	3204 NE AVERY DR ANKENY IA 50021-6301
ASSISTANT SECRETARY	BEECH, DOUGLAS	729 NE BROOK HAVEN DR ANKENY IA 50021-4529
TREASURER	LARSEN, ERIC	4407 NW 5TH ST ANKENY IA 50023-8841
SECRETARY	FABER, SCOTT	6749 CARDIFF CT JOHNSTON IA 50131-2783
VICE PRESIDENT	JOHNSON, BRIAN	9129 NW 73RD CIR JOHNSTON IA 50131-4836

## Suppliers List

File Name	View File
2025 TOBACCO SUPPLIERS.pdf	<a href="#">View File</a>

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve

Deny

[<](#) CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS

1909373801

[>](#)[Application Information](#)

### Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : COUNCIL BLUFFS COUNTRY CLUB LLC

Type of ownership : Partnership

Primary office address : 4500 PIUTE ST COUNCIL BLUFFS IA 51501-8292

Legal Ownership Phone : 712-366-0525

Legal Ownership Email : office@cbcountryclub.com

### Application Information

City/County Permit Number : 1223091

Sales and Use Permit Number : 178023307

Location Name : COUNCIL BLUFFS COUNTRY CLUB

Location Phone Number : 712-366-0525

Location Address : 4500 PIUTE ST COUNCIL BLFS IA 51501

Location Mailing Address : 4500 PIUTE ST COUNCIL BLUFFS IA 51501-8292

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Other

If Other, Explain : COUNTRY CLUB

Types of Products Sold : Tobacco

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

### Corporate Officers

Title	Name	Address
EMPLOYEE	LISTON, JACQUE	4500 PIUTE ST COUNCIL BLUFFS IA 51501-8292
OWNER	RASSEKH, BEHROUZ	4500 PIUTE ST COUNCIL BLUFFS IA 51501-8292

### Suppliers List

SG Roi TOBACCONIST

### Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve	Deny
---------	------

[<](#) CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS

1909373801

[>](#)[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : CB ROLLIN VAPES

Type of ownership : Limited Liability Company

Primary office address : 2700 2ND AVE STE 1 COUNCIL BLUFFS  
IA 51501-3500

Legal Ownership Phone : 531-222-4049

Legal Ownership Email : cbrollinvapes@gmail.com

## Application Information

Sales and Use Permit Number : 306408928

Location Name : CB ROLLIN VAPES

Location Phone Number : 531-222-4049

Location Address : 2700 2ND AVE STE 1 COUNCIL BLUFFS IA 51501-3500

Location Mailing Address : 2700 2ND AVE STE 1 COUNCIL BLUFFS IA 51501-3500

Renewal : No

Start Date : 11-Apr-2025

End Date : 30-Jun-2025

License Fee : 25.00

Types of Sales : Mobile Sales, Over the Counter

License plate number : Owv866

VIN : 2c3ccagg1eh309724

Type of Establishment : Alternative nicotine/vapor store, Tobacco store

Types of Products Sold : Cigarettes, Tobacco, Vapor Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
Owner	VALLIER, COTY	3303 AVENUE A COUNCIL BLUFFS IA 51501-1951

## Suppliers List

Vapewholesaleusa.com  
Vaperanger.com  
Lavaporwholesale.com  
To be continued

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve	Deny
---------	------

[<](#) CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS

1909373801

[>](#)[Application Information](#)

### Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : FAREWAY STORES INC

Type of ownership : Corporation

Primary office address : 8800 NW 62ND AVE JOHNSTON IA 50131-2849

Legal Ownership Phone : 515-432-2623

Legal Ownership Email : storelicenses@farewaystores.com

### Application Information

City/County Permit Number : 1229469

Sales and Use Permit Number : 178023789

Location Name : FAREWAY STORES 073

Location Phone Number : 712-328-4176

Location Address : 310 MCKENZIE AVE COUNCIL BLFS IA 51503-1016

Location Mailing Address : 8800 NW 62ND AVE JOHNSTON IA 50131-2849

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Grocery store

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

### Corporate Officers

Title	Name	Address
CFO	MORAN, JAKE	PO BOX 70 715 8TH STREET BOONE IA 50036-0070

### Suppliers List

Midwest Quality Wholesale

### Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve	Deny
---------	------

[<](#) CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS

1909373801

[>](#)[Application Information](#)

### Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : GREENSTAR GLASS AND GOODIES INC

Type of ownership : Corporation

Primary office address : 531 VETERANS MEMORIAL HWY  
COUNCIL BLUFFS IA 51501-8419

Legal Ownership Phone : 712-314-3268

Legal Ownership Email : rossplum@icloud.com

### Application Information

City/County Permit Number : 1232075

Sales and Use Permit Number : 178027220

Location Name : GREENSTAR GLASS &amp; GOODIES INC

Location Phone Number : 712-828-4449

Location Address : 531 VETS MEMORIAL HWY COUNCIL BLFS IA 51501

Location Mailing Address : 531 VETS MEMORIAL HWY COUNCIL BLUFFS IA 51501-8424

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Alternative nicotine/vapor store, Tobacco store

Types of Products Sold : Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

### Corporate Officers

Title	Name	Address
PRESIDENT	PLUM, ROSS	104 GOLDEN CIRCLE DR COUNCIL BLUFFS IA 51503-5500

### Suppliers List

Vapor Beast  
Midwest Distribution

### Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve	Deny
---------	------

[<](#) CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS

1909373801

[>](#)[Application Information](#)

### Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : MOES OPERATING LLC

Type of ownership : Limited Liability Company

Primary office address : 720 N 108TH AVE OMAHA NE 68154-1754

Legal Ownership Phone : 413-512-3080

Legal Ownership Email : moesoperating@gmail.com

### Application Information

City/County Permit Number : 1234337

Sales and Use Permit Number : 300401922

Location Name : MOES MART

Location Phone Number : 712-322-1565

Location Address : 154 BENNETT AVE COUNCIL BLUFFS IA 51503-5201

Location Mailing Address : 720 N 108TH AVE OMAHA NE 68154-1754

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

### Corporate Officers

Title	Name	Address
OWNER	SAJJAD, MOHAMMAD	720 N 108TH AVE OMAHA NE 68154-1754

### Suppliers List

Amcon  
Maverick  
Wild horse

### Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

[<](#) CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801

[>](#)[Application Information](#)

### Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : PILOT TRAVEL CENTERS LLC

Type of ownership : Limited Liability Company

Primary office address : 5508 LONAS DR KNOXVILLE TN 37909-3221

Legal Ownership Phone : 865-588-7488

Legal Ownership Email : Licensing@pilottravelcenters.com

### Application Information

City/County Permit Number : 1223090

Sales and Use Permit Number : 178022093

Location Name : PILOT TRAVEL CENTER 329

Location Phone Number : 712-322-0088

Location Address : 2647 S 24TH ST COUNCIL BLFS IA 51501-6992

Location Mailing Address : PO BOX 10146 KNOXVILLE TN 37939-0146

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

### Corporate Officers

Title	Name	Address
CFO	LILLO, JOE	5508 LONAS DR LICENSING DEPT # ATTN KNOXVILLE TN 37909-3221
CPO/SECRETARY	COX, JULIUS	5508 LONAS DR LICENSING DEPT # ATTN KNOXVILLE TN 37909-3221

### Suppliers List

Blu – ITG Brands LLC  
NJOY – Altria Group Inc.  
JUUL – JUUL Labs, Inc.  
VUSE – R.J. Reynolds Tobacco Company

### Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

[<](#) CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801

[>](#)[Application Information](#)

### Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : IOWA 26 LLC

Type of ownership : Limited Liability Company

Primary office address : 70 KIRKWOOD CT SW CEDAR RAPIDS IA 52404-8200

Legal Ownership Phone : 319-229-4300

Legal Ownership Email : uptown786@hotmail.com

### Application Information

City/County Permit Number : 1267726

Sales and Use Permit Number : 304606028

Location Name : SAM FOOD MART

Location Phone Number : 319-229-4300

Location Address : 701 16TH AVE COUNCIL BLUFFS IA 51501-6378

Location Mailing Address : 70 KIRKWOOD CT SW CEDAR RAPIDS IA 52404-8200

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Grocery store, Liquor store, Tobacco store

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

### Corporate Officers

Title	Name	Address
PRESIDENT	KHAN, RASHAD	21155 HARTMAN AVE ELKHORN NE 68022-5351

### Suppliers List

File Name	View File
LIST OF SUPPLIERS FOR IOWA 26.docx	<a href="#">View File</a>

### Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

## &lt; CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS

1909373801

&gt;

[Application Information](#)

## Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : BLUE NILE LLC

Type of ownership : Limited Liability Company

Primary office address : 2800 TWIN CITY DR COUNCIL BLUFFS IA 51501-8525

Legal Ownership Phone : 712-366-2375

Legal Ownership Email : amisganew@gmail.com

## Application Information

City/County Permit Number : 1233166

Sales and Use Permit Number : 178026797

Location Name : SUPER QUIK STOP

Location Phone Number : 712-366-2375

Location Address : 2800 TWIN CITY DR COUNCIL BLFS IA 51501-8525

Location Mailing Address : 2800 TWIN CITY DR COUNCIL BLUFFS IA 51501-8525

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Convenience store/gas station

Types of Products Sold : Cigarettes, Tobacco, Vapor Products, Alternative Nicotine Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

## Corporate Officers

Title	Name	Address
CO OWNER	MISGANEW, BISET	907 ELM HURST DR # PAPILLION NE 68046-6108
CO OWNER	GEBREMARIAM, NEGUS	7731 S 101ST ST LA VISTA NE 68128-8241

## Suppliers List

core-mark  
Wildhorse distribution  
maverick distribution

## Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*

Approve	Deny
---------	------

[<](#) CITY OF COUNCIL BLUFFS

## Retail Tobacco License Review

CITY OF COUNCIL BLUFFS  
1909373801

[>](#)[Application Information](#)

### Legal Ownership Information

Name of sole proprietor, partnership, corporation, LLC, or LLP : THE BLK SQUIRREL INC

Type of ownership : Corporation

Primary office address : 13704 SAHLER ST OMAHA NE 68164-6029

Legal Ownership Phone : 712-256-5427

Legal Ownership Phone Extension : 4026697223

Legal Ownership Email : theblksquirrel@gmail.com

### Application Information

City/County Permit Number : 1232282

Sales and Use Permit Number : 178026181

Location Name : THE BLK SQUIRREL

Location Phone Number : 402-669-7223

Location Address : 154 WEST BROADWAY COUNCIL BLFS IA 51503

Location Mailing Address : 13704 SAHLER ST OMAHA NE 68164-6029

Renewal : Yes

Start Date : 01-Jul-2025

End Date : 30-Jun-2026

License Fee : 100.00

Types of Sales : Over the Counter

Type of Establishment : Bar

Types of Products Sold : Cigarettes, Vapor Products

Do you intend to make retail sales to ultimate consumers? : Yes

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s) in the next step: : No

### Corporate Officers

Title	Name	Address
PRESIDENT	MEAD , ANDREW	154 W BROADWAY BLDG COUNCIL BLUFFS IA 51503-4311

### Suppliers List

Maverick Distribution  
I-80 Liquor  
Sam's Club

### Decision

Select the decision of whether you approve or deny this permit application.

Iowa Department of Revenue will be issuing a permit number if this application is approved. However, the local authority has the option to also issue a permit number. If the local authority decides to issue a local permit number, it can be entered in the "Local Permit Number" field. Otherwise, only the state-issued permit number will appear on the permit.

Select a Decision \*