

Brenda Mainwaring - IWF Cycle 1 grant awards

Brandon Garrett - Transit Oriented Development Presentation

Review Agenda



City Council Meeting Minutes March 25, 2024

CALL TO ORDER

Mayor Walsh called the meeting to order on Monday March 25, 2024 at 7:55 p.m. (Special meeting held before ran long)

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

Council Members present via Zoom: Chris Peterson.

Staff Present: Brandon Garrett, Jodi Quakenbush and Richard Wade.

CONSENT AGENDA

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

Reading, correction and approval of the March 11, 2024 City Council Meeting Minutes.

Ordinance 6601

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 and setting a public hearing for April 1, 2024 at 7:00 p.m. by rezoning property described as undeveloped land located north of 1102 State Orchard Road, more specifically described in the Council packet, from A-2/Parks, Estates, and Agricultural District to R-1E/Single-Family Residential Estates District as defined in chapter 15.08a. ZC-24-002

Resolutions 24-70 and 24-71 (Continued from 3-11-24)

Resolution 24-70 of intent to dispose of and setting a public hearing for April 22, 2024 at 7:00 p.m. for City property located at 1612 7th Avenue. OTB-24-001

Resolution 24-71 of intent to dispose of and setting a public hearing for April 22, 2024 at 7:00 p.m. for City property located at 1614 7th Avenue. OTB-24-002

Resolution 24-85

Resolution setting a public hearing for April 22, 2024 at 7:00 p.m. on the City of Council Bluffs budget for the fiscal year ending June 30, 2025.

Resolution 24-86

Resolution setting a public hearing for 7:00 p.m. on May 6, 2024, for FY2025 State Transit Assistance funding.

Resolution 24-87

Resolution to set a public hearing for April 1, 2024 at 7:00 pm for the Recreation Complex Facility Maintenance Yard Upgrade Project, R23-14 & R25-03.

Resolution 24-96

Resolution to accept the work and release the remaining funds for the Peterson Park Playground Upgrade to Dostal Construction in the amount of \$10,950.00.

Boards/Commissions

Historic Preservation Commission

Claims

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

PUBLIC HEARINGS

Ordinance 6598 (Continued from 3-11-24)

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

Heard from Nick Brenner, 5101 Menards Dr.

Roger Sandau and Joe Disalvo moved and seconded approval of motion to Deny Ordinance 6598.. Unanimous, 5-0 vote.

Ordinance 6597 (Continued from 3-11-24)

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

Heard from Deborah Peterson, 215 Main Street and Danielle Wright, 2122 Avenue A.

Steve Gorman and Jill Shudak moved and seconded approval of second consideration of ordinance 6597. Third consideration to be heard April 1, 2024 at 7:00 p.m.. Passed, 4-1 vote.
(Nays: Sandau)

Resolution 24-88

Resolution accepting the proposal from Sapp Bros, Inc. and to dispose of City property generally located along 23rd Avenue at South 24th Street.

Steve Gorman and Jill Shudak moved and seconded approval of Resolution 24-88. Unanimous, 5-0 vote.

Resolution 24-89

Resolution rejecting all proposals submitted in accordance with the requests for proposals for the disposition of City owned property located at 1901 2nd Avenue.

Roger Sandau and Joe Disalvo moved and seconded approval of Resolution 24-89. Unanimous, 5-0 vote.

Resolution 24-90

Resolution to dispose of City property legally described as the east 29 1/3 feet of Lot 19 and the west 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition. Location: the property formerly addressed as 2914 8th Avenue. OTB-24-005

Heard from Lynn Dittmer, 1221 South Main

Steve Gorman and Roger Sandau moved and seconded approval of Resolution 24-90. Unanimous, 5-0 vote.

Resolutions 24-91 and 24-92

Resolution to dispose of City property located at 827 16th Avenue.
OTB-24-003

Resolution to dispose of City property located at 1709 4th Avenue.
OTB-24-004

Jill Shudak and Joe Disalvo moved and seconded approval of Resolutions 24-91 and 24-92. Unanimous, 5-0 vote.

Resolution 24-93

Resolution approving and authorizing execution of an 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.

Heard from Eric Smith
Joe Disalvo and Roger Sandau moved and seconded approval of Resolution 24-93. Unanimous, 5-0 vote.

ORDINANCES ON 1ST READING

Ordinance 6602

Ordinance to amend Chapter 3.62 Solicitors by amending Section 3.62.100 "Prohibited Acts"

Heard from Genevieve Pfitzer, 2912 Avenue B
Steve Gorman and Jill Shudak moved and seconded approval of first consideration of Ordinance 6602. Second consideration to be held April 1, 2024 at 7:00 p.m. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 24-94

Resolution authorizing the Mayor and City Clerk to execute IDOT Agreement No. 4-24-HBP-011 for a City Highway Bridge Program project for the 9th Avenue Bridge over Indian Creek, IDOT Project No. BRM-1642(689)--8N-78.

Roger Sandau and Steve Gorman moved and seconded approval of Resolution 24-94. Unanimous, 5-0 vote.

Resolution 24-95

Resolution to award the contract to Henngingsen Construction for the City Wide Parking Lot Upgrades - Big Lake Park and Valley View Park parking lots.

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-95. Unanimous, 5-0 vote.

Resolution 24-97

Resolution authorizing the City Clerk to certify assessments against properties to the Pottawattamie County Treasurer for unreimbursed costs incurred by the City for the abatement of weeds and the removal of solid waste nuisances upon properties and directing them to be collected in the same manner as a property tax.

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-97. Unanimous, 5-0 vote.

Resolution 24-98

Resolution authorizing the Mayor to execute an agreement for the consent to subdivision and petition for voluntary annexation of parcel number 744303326010, otherwise identified as 15380 214th Street, between City of Council Bluffs and Jonah M. and Amanda D. Leinen.
MIS-24-001

Steve Gorman and Roger Sandau moved and seconded approval of Resolution 24-98. Unanimous, 5-0 vote.

Resolution 24-99

Resolution of intent to enter into an Electric Easement with Midamerican Energy Company to install underground electric facilities in a portion of city-owned property located along Valley View Drive

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-99. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses

- 1.) 1892 German Beer Haus, 142 W. Broadway
- 2.) C'Mon Inn, 144 W Broadway
- 3.) Godfather's Pizza, 3020 W Broadway
- 4.) Kikkers, 1503 Ave. C
- 5.) Saint Albert Catholic Schools, 400 Gleason Ave. (Special Event)
- 6.) Squirrel Cage Jail, 226 Pearl St.

Special Event Application

Live on Nebraska (Fireworks)

Roger Sandau and Joe Disalvo moved and seconded approval of Application for Permits and Cancellations, Items 1A 1-6 and 7B.
Unanimous, 5-0 vote.

OTHER BUSINESS

CITIZENS REQUEST TO BE HEARD

Gail Hunter

My family is requesting to be heard in regards to the city's denial of a permit for electricity at 2913 Emil Lane.

Heard from Gail Hunter, 900 Woodbury and Sherry Leaders, 2016 eagle

Ridge Dr.

Heard from Christine Brandt, 104 Happy Hollow

ADJOURNMENT

Mayor Adjourned the meeting at 9:21 p.m.

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

Matthew J. Walsh, Mayor

Attest: Jodi Quakenbush, City Clerk

Council Communication

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

Approval of Agenda and tape recordings of
these proceedings to be incorporated into the
official minutes.
ITEM 3.A.

Council Action: 3/25/2024

Description

Background/Discussion

Recommendation

Council Communication

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

Reading, correction and approval of the March
11, 2024 City Council Meeting Minutes.
ITEM 3.B.

Council Action: 3/25/2024

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
3-11-24 Minutes	Minutes	3/21/2024



City Council Meeting Minutes March 11, 2024

CALL TO ORDER

Mayor Walsh called the meeting to order at 7:00 p.m. on Monday March 11, 2024.

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

Staff Present: Amanda Kopera, Jodi Quakenbush, Richard Wade and Brandon Garrett.

CONSENT AGENDA

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

Reading, correction and approval of the February 26, 2024 City Council Meeting Minutes.

Resolution 24-69

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

Resolutions 24-70 and 24-71

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

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

Resolutions 24-72 and 24-73

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

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

Resolution 24-74

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

Resolution 24-75

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

Boards/Commissions; Historic Preservation Commission, Right of Redemption and Claims

Jill Shudak and Roger Sandau moved and seconded approval of Consent Agenda, as amended to continue Resolutions 24-70 and 24-71 to March 25, 2024, at 7:00 p.m. Unanimous, 5-0 vote.

MAYORS PROCLAMATIONS

- A. Kidney Disease Awareness Month

PUBLIC HEARINGS

Ordinance 6597

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

Heard from Deborah Peterson, 215 Main Street

Chris Peterson and Roger Sandau moved and seconded approval of motion to continue second consideration and public hearing of Ordinance 6597 to March 25, 2024 at 7:00 p.m. Unanimous, 5-0 vote.

Ordinance 6598

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

Roger Sandau and Steve Gorman moved and seconded approval of motion to continue second consideration and public hearing of Ordinance 6598 to March 25, 2024 at 7:00 p.m. Unanimous, 5-0 vote.

Ordinance 6599

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

Heard from:

Joe Thornton, 133 W Broadway; Ron Wolfe, 536 College Rd; Alicia Brady, 903 South 3rd Street; Marti Nerenstone, 33 Indian Hills Rd; Kristi Hassay, 1116 College Road; Goldie Nielsen, 1117 College Road' Chad Hannan, 109 Applewood Ct. and Lisa Tenhuizen, 320 College Road.

Steve Gorman and Roger Sandau moved and seconded approval of motion to deny Ordinance 6599. Ordinance fails to pass.. Voice Vote, 4-1 vote. (Nays: Shudak)

ORDINANCES ON 2ND READING

Ordinance 6600

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

Steve Gorman and Chris Peterson moved and seconded approval of second consideration of Ordinance 6600. Unanimous, 5-0 vote.

Roger Sandau and Jill Shudak moved and seconded approval of Motion to waive third consideration of Ordinance 6600. Ordinance passes to law.. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 24-76

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

Steve Gorman and Jill Shudak moved and seconded approval of Resolution 24-76. Unanimous, 5-0 vote.

Resolution 24-77

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

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-77. Unanimous, 5-0 vote.

Resolution 24-78

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

Steve Gorman and Chris Peterson moved and seconded approval of Resolution 24-78. Unanimous, 5-0 vote.

Resolution 24-79

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

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-79. Unanimous, 5-0 vote.

Resolution 24-80

Resolution approving Policy 810, Uniforms and work apparel.

Steve Gorman and Jill Shudak moved and seconded approval of Resolution 24-80. Unanimous, 5-0 vote.

Resolution 24-81

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

Steve Gorman and Chris Peterson moved and seconded approval of Resolution 24-81. Unanimous, 5-0 vote.

Resolution 24-82

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

Steve Gorman and Roger Sandau moved and seconded approval of Resolution 24-82. Unanimous, 5-0 vote.

Resolution 24-83

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

Roger Sandau and Steve Gorman moved and seconded approval of Resolution 24-83. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses

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

Liquor License

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

Cigarette/Tobacco/Nicotine/Vapor Permit

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

Roger Sandau and Jill Shudak moved and seconded approval of Applications for permits and cancellations Items 8A 1-6 & 8C. Unanimous, 5-0 vote.

Jill Shudak and Roger Sandau moved and seconded approval of Applications for permits and cancellations Item 8B. Voice Vote, 4-0 vote. (Abstain: Disalvo)

ADJOURNMENT

Mayor Walsh adjourned the meeting at 8:11 pm

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

Matthew J. Walsh, Mayor

Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.: ZC-24-002
Submitted by: Haley Weber, Planner

Ordinance 6601
ITEM 3.C.

Council Action: 3/25/2024

Description Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 and setting a public hearing for April 1, 2024 at 7:00 p.m. by rezoning property described as undeveloped land located north of 1102 State Orchard Road, more specifically described in the Council packet, from A-2/Parks, Estates, and Agricultural District to R-1E/Single-Family Residential Estates District as defined in chapter 15.08a. ZC-24-002
Background/Discussion See attached staff report.
Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/15/2024
Attachment A: Proposed Oak View Estates Final Plat	Other	3/15/2024
Attachment B: Location/zoning map	Map	3/15/2024
Notice of Public Hearing	Notice	3/15/2024
Ordinance 6601	Ordinance	3/20/2024

City Council Communication

Department: Community Development CASES #SUB-24-001, #ZC-24-002 Applicant/Property Owner: Luke A. and Natalie R. Norville 4206 Cambridge Street Kansas City, KS 66103 Engineer/Surveyor: Snyder & Associates 231 Bennett Avenue Council Bluffs, IA 51503	Ordinance No. _____ Resolution No. _____	CASE #ZC-24-002: 1 st Consideration: 3/25/2024 2 nd Consideration: 4/1/2024 3 rd Consideration: 4/22/2024 CASE #SUB-24-001: 4/22/2024 Planning Commission: 3/12/2024
<div style="text-align: center;">Subject/Title</div> <p>Request: Combined public hearings on the request of Luke A. and Natalie R. Norville for final plat approval of a four-lot residential subdivision to be known as Oak View Estates, legally described as being a replat of Parcel 'D' of the NE1/4 SE1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa and to rezone the subject property, legally described above, from A-2/Parks, Estates, and Agricultural District to R-1E/Single-Family Residential Estates District.</p> <p>Location: Undeveloped land located north of property addressed as 1102 State Orchard Road</p>		
<div style="text-align: center;">Background</div> <p>The Community Development Department has received the following requests from Luke A. and Natalie R. Norville for property legally described above:</p> <ol style="list-style-type: none"> 1. <u>CASE #SUB-24-001:</u> Final plat approval of a four-lot residential estate subdivision to be known as Oak View Estates; and 2. <u>CASE #ZC-24-002:</u> Rezone the property from A-2/Parks, Estates, and Agricultural District to R-1E/Single-family Residential Estates District. <p><u>CASE #SUB-24-001</u></p> <p>The proposed subdivision, to be known as Oak View Estates, contains 25.65 acres, more or less, of undeveloped land and will consist of four residential estate lots. The applicant intends to retain ownership of proposed Lot 1 to develop with a single-family dwelling and sell off proposed Lots 2-4 for future single-family residential development. All lots will have direct access to State Orchard Road. The proposed final plat is included as Attachment 'A.'</p>		
<div style="text-align: center;">Comments</div> <ol style="list-style-type: none"> A. The proposed subdivision is consistent with the purpose and intent of Title 14: Subdivisions of the Council Bluffs Municipal Code. The developer has submitted an application to rezone the subject property (see Case #ZC-24-002) to R-1E/Single-Family Residential Estates District to ensure the proposed subdivision is consistent with Title 15: Zoning of the Council Bluffs Municipal Code. B. All proposed lots comply with minimum R-1E/Single-Family Residential Estates District lot size requirements <ol style="list-style-type: none"> 1. Proposed Lot 1 contains 22.654 acres of land (more/less) 2. Proposed Lots 2-4 contain 1.0 acres of land each (more/less). C. All development on the proposed lots shall comply with the site development standards listed in Section 15.08A.050, <i>Site Development Regulations</i>, for the R-1E District. For zoning purposes, the easterly property line adjacent to State Orchard Road shall be considered the front property line; the northerly property line shall be 		

considered an interior side property line; the westerly property line shall be considered the rear property line; the southerly property line adjacent to Steven Road right-of-way shall be considered the street side property line; with all other property lines being considered interior side yard property lines.

- D. All proposed lots will have direct access to State Orchard Road, which is a public street. Driveway locations shall conform to Public Works Department standards. Proposed Lot 1 also abuts the future extension of Steven Road, which the applicant has not requested access to at this time. Any future access to Steven Road shall be coordinated with the Public Works Department. No new public streets are proposed within this subdivision.
- E. The subject property is located along State Orchard Road, which does not have sanitary sewer, but has water, electric, and gas utilities available. The purpose of the proposed R-1E zoning designation is to allow for septic systems and on-site water wells to be utilized in areas of the City in which access to utilities is not readily available. All utilities shall be installed underground. All costs to construct, remove and/or relocate any utilities for the proposed subdivision shall be the responsibility of the developer and not the City.
- F. All driveways and off-street parking areas 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).
- G. The Council Bluffs Zoning Board of Adjustment (ZBA) approved a conditional use permit to allow a 180-foot tall monopole communication tower within a 60'x60' lease area in an A-2/Parks, Estates, and Agricultural District on the subject property on March 17, 2010. The tower is located in the northeastern corner of the subject property. The proposed final plat notes a fall zone with a 190' radius around the communication tower. No dwelling shall be located within said fall zone.
- H. The following existing easements are recorded on the subject property and are shown on the proposed final plat:
 - 1. Transmission line easements to Midwest Power Systems, Inc. along the westerly property line, as filed on December 18, 1992 in Book 93, Page 18023.
 - 2. Exclusive and access and utility easements over the access drive and tower area for the existing communication tower (Case #CU-10-001) as filed on March 31, 2017 in Book 2017, Page 03808.
- I. The proposed final plat includes a dedication of a 33'x603.93' (0.458 acres) section of State Orchard Road right-of-way to the City of Council Bluffs.
- J. The subject property is not located within a floodzone.

CASE #ZC-24-002

The subject property is zoned A-2/Parks, Estates, and Agricultural District and is surrounded by the following zoning districts and existing land uses:

Direction	Existing Zoning Districts	Existing Land Uses
North	R-3 (County Zoning)	Single-family residential dwellings
South	A-2/Parks, Estates and Agricultural District	Former site of single-family dwelling, undeveloped land
East	A-2/Parks, Estates and Agricultural District and R-1E/Single-Family Residential Estates District	Undeveloped land and single-family dwellings
West	A-2/Parks, Estates and Agricultural District	Undeveloped land

A location/zoning map is included with this report as Attachment 'B.'

Public notices were mailed to all property owners within 200 feet of the subject property. The following responses have been received as of the date of this report:

Warren Weber, 4703 Cedar Lane, Council Bluffs, IA 51503 contacted the Community Development Department on February 27, 2024 and expressed concerns regarding the condition of State Orchard Road and how it would be negatively affected by additional traffic. W. Weber stated that the County currently maintains the road and asked if they had been informed of the current requests. W. Weber expressed concern with the potential to further subdivide proposed Lot 1 in the future. W. Weber was informed of the City's future plan to rebuild State Orchard Road between Steven Road and Eastern Hills Drive. W. Weber emailed the Community Development and Public Works Departments

on March 4, 2024 requesting that the City also improve State Orchard Road between Steven Road and Cedar Lane at that time.

Discussion

- A. The subject property is zoned A-2/Parks, Estates and Agricultural District and is proposed to be rezoned to R-1E/Single-Family Residential Estates District to allow for the proposed single-family residential estates development. The subject property is located along State Orchard Road, which does not have sanitary sewer, but has water, electric, and gas utilities available. The purpose of the proposed R-1E zoning designation is to allow for septic systems and on-site water wells to be utilized in areas of the City in which access to utilities is not readily available.
- B. The applicant is proposing to retain ownership of proposed Lot 1 for their single-family dwelling and to sell proposed Lots 2-4 for future single-family residential development.
- C. The future land use map of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as 'Low Density Residential.' Rezoning the subject property from A-2 to R-1E would support the goals of the Comprehensive Plan and be an appropriate zoning designation based on the future land use map.
- D. The Council Bluffs ZBA approved a conditional use permit to allow a 180-foot tall monopole communication tower within a 60'x60' leased area in an A-2/Parks, Estates, and Agricultural District on the subject property on March 17, 2010. Per Section 15.31, Communication Towers, "*communication towers exceeding the maximum height allowed in the underlying zoning district to a maximum height of two hundred (200) feet are permitted in all zoning districts, subject to approval of a conditional use permit as set forth in CBMC 15.02 and the additional minimum standards and procedures of this chapter.*" Therefore, as communication towers are allowed as a conditional use permit in all zoning districts, the proposed rezoning would not result in the tower becoming nonconforming. The tower has a fall zone with a 190' radius; no dwelling shall be located within said fall zone.

The rezoning and subdivision requests were routed to all City Departments and local utility providers. The following comments were received:

The Council Bluffs Public Works Department stated that no public improvements are required at the time of platting but all lots shall be required to manage stormwater runoff at the time of development. The Public Works Department also reviewed the comments received from W. Weber and stated that the City is planning a complete reconstruction of State Orchard Road between Steven Road and Eastern Hills Drive with an anticipated construction date of 2025.

The Council Bluffs Fire Department noted there is a fire hydrant south of Cedar Lane on State Orchard Road for fire protection.

The Council Bluffs Police Department stated they have no comment on the requests.

Lumen noted that they have facilities that run along the easterly portion of Lots 1-4 and that an access and maintenance easement shall be retained over this area.

Note: The applicant shall coordinate with Lumen to identify the easement area to be reserved for access and maintenance purposes prior to execution of the final plat.

Council Bluffs Water Works stated they have no comment on the requests.

MidAmerican Energy stated they have no concerns regarding the proposed subdivision or rezoning and noted that the developer or their agents should contact them directly to identify costs, responsibilities, and timelines for extending electric services to the proposed subdivision.

Recommendation

The Community Development Department recommends the following:

- A. Final plat approval of a four-lot residential subdivision to be known as Oak View Estates, legally described as being a replat of Parcel 'D' of the NE1/4 SE1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments above and the conditions below:
 1. 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.
 2. 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.
 3. The applicant shall coordinate with Lumen to identify the easement area to be reserved for access and maintenance purposes prior to execution of the final plat.
 4. No dwelling shall be located within the 190' fall zone around the existing communication tower, as shown on the final plat.
 5. All utilities shall be installed underground. Any costs to construct, remove, and/or relocate any utilities shall be the responsibility of the applicant and/or developer, not the City.
 6. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility; and
- B. Approval of the request to rezone property legally described as being a replat of Parcel 'D' of the NE1/4 SE1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates, and Agricultural District to R-1E/Single-Family Residential Estates District, subject to the comments stated above.

Public Hearing

Staff speakers for the request:

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

Speakers in favor:

1. John Jerkovich, 535 West Broadway, Suite 100, Council Bluffs, IA 51503
2. Warren Weber, 4703 Cedar Lane, Council Bluffs, IA 51503

Speakers against: None

The City Planning Commission recommended the following:

- A. Final plat approval of a four-lot residential subdivision to be known as Oak View Estates, legally described as being a replat of Parcel 'D' of the NE1/4 SE1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments above and the conditions below:
 1. 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.
 2. 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.
 3. The applicant shall coordinate with Lumen to identify the easement area to be reserved for access and maintenance purposes prior to execution of the final plat.
 4. No dwelling shall be located within the 190' fall zone around the existing communication tower, as shown on the final plat.
 5. All utilities shall be installed underground. Any costs to construct, remove, and/or relocate any utilities shall be the responsibility of the applicant and/or developer, not the City.

6. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility; and

- B. Approval of the request to rezone property legally described as being a replat of Parcel 'D' of the NE1/4 SE1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates, and Agricultural District to R-1E/Single-Family Residential Estates District, subject to the comments stated above.

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

Attachments

Attachment A: Proposed Oak View Estates Final Plat

Attachment B: Location/zoning map

Prepared by: Haley Weber, Planner, Community Development Department

OAK VIEW ESTATES
FINAL PLAT
A REPLAT OF PARCEL "D" OF THE NORTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH
P.M., POTTAWATTAMIE COUNTY, IOWA.

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TARRON MEAIKE
SNYDER & ASSOCIATES, INC.
231 BENNETT AVENUE
COUNCIL BLUFFS, IOWA 51503
712-322-3202
TMEAIKE@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
NE 1/4 SE 1/4
SEC. 33-T75N-R43W
POTTAWATTAMIE, IOWA
OWNER/REQUESTED BY:
LUKE NORVILLE

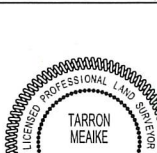
PLAT DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

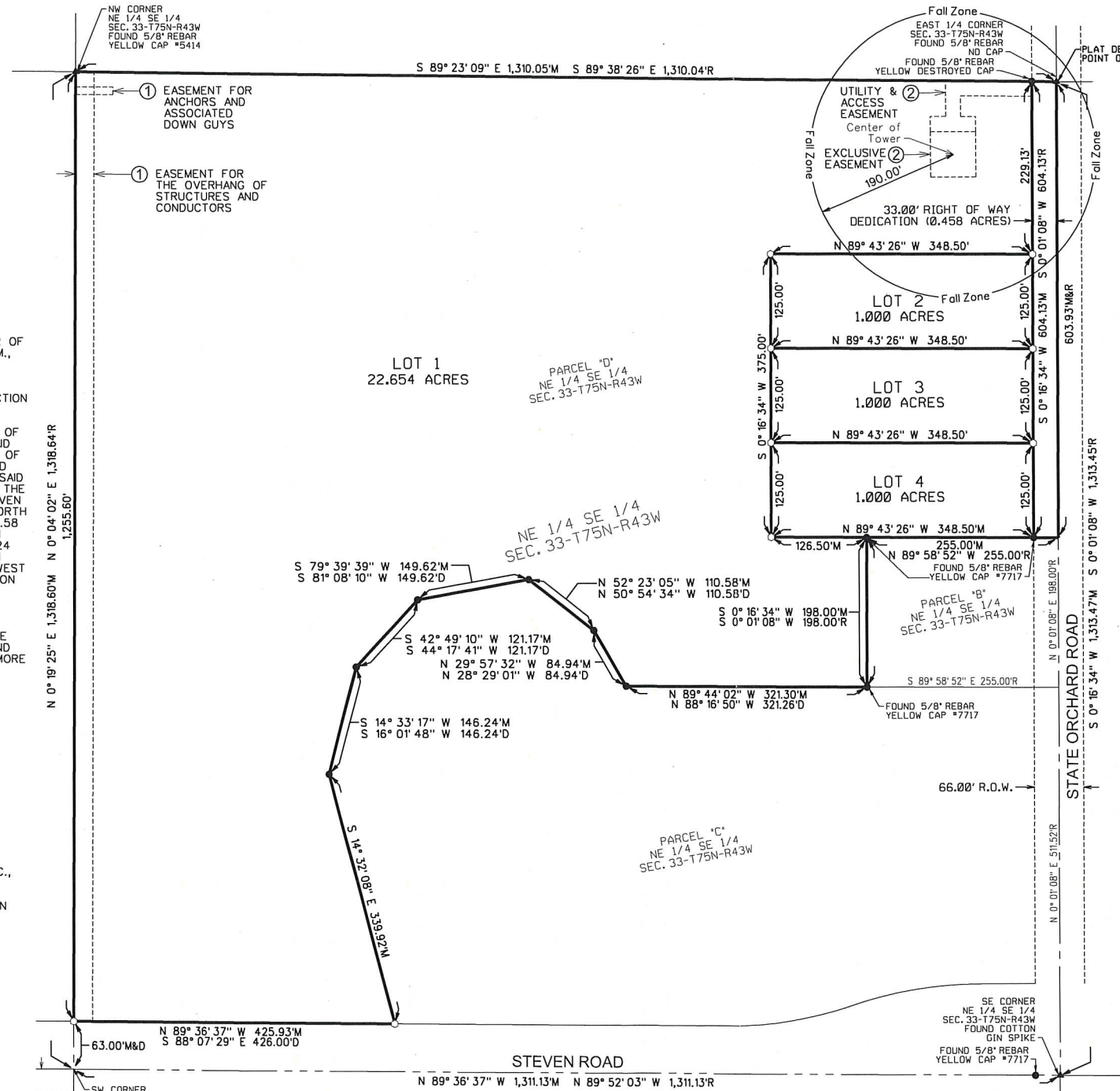
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE SOUTH 0° 16' 34" WEST ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 603.93 FEET TO THE NORTHEAST CORNER OF PARCEL "B"; THENCE NORTH 89° 43' 26" WEST ALONG THE NORTH LINE OF SAID PARCEL "B", 255.00 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "B"; THENCE SOUTH 0° 16' 34" WEST ALONG THE WEST LINE OF SAID PARCEL "B", 198.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "B" AND THE SOUTHEAST CORNER OF PARCEL "D" OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE SOUTHEAST LINE OF SAID PARCEL "D" FOR THE FOLLOWING SEVEN COURSES: THENCE NORTH 89° 44' 02" WEST, 321.30 FEET; THENCE NORTH 29° 57' 32" WEST, 84.94 FEET; THENCE NORTH 52° 23' 05" WEST, 110.58 FEET; THENCE SOUTH 79° 39' 39" WEST, 149.62 FEET; THENCE SOUTH 42° 49' 10" WEST, 121.17 FEET; THENCE SOUTH 14° 33' 17" WEST, 146.24 FEET; THENCE SOUTH 14° 32' 08" EAST, 339.92 FEET TO THE NORTH RIGHT OF WAY LINE OF STEVEN ROAD; THENCE NORTH 89° 36' 37" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 425.93 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 0° 19' 25" EAST ALONG SAID WEST LINE, 1255.60 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89° 23' 09" EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, 1310.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.112 ACRES MORE OR LESS, INCLUDING 0.458 ACRES MORE OR LESS OF PUBLIC ROAD RIGHT OF WAY.

EXISTING EASEMENTS

- ① TRANSMISSION LINE EASEMENT TO MIDWEST POWER SYSTEMS, INC., FILED DECEMBER 18, 1992 IN BOOK 93, PAGE 18023
② EASEMENT AND ASSIGNMENT AGREEMENT, FILED MARCH 31, 2017 IN BOOK 2017, PAGE 03808.



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 Professional Land Surveyor under the laws of the State of Iowa.
Tarron Meaike 2/5/2024
Tarron Meaike, PLS
License Number 23722
My License Renewal Date is December 31, 2025
Pages or sheets covered by this seal:
Sheet 1 of 1



LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Cap #23722 (Unless Otherwise Noted)	●	○
5/8" Rebar, Aluminum Cap #11416 (Unless Otherwise Noted)	●	○
Platted Distance	P	M
Measured Bearing & Distance	B	M
Recorded As	R	D
Deed Distance	D	C
Calculated Distance	C	D
Centerline	---	---
Section Line	---	---
1/4 Section Line	---	---
1/4 1/4 Section Line	---	---
Easement Line	---	---

PROPRIETOR'S DEDICATION

1. A 5-FOOT WIDE EASEMENT ON ALL SIDE LOT LINES AND A 10-FOOT WIDE EASEMENT ALONG ALL FRONT AND REAR LOT LINES IS RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES;
- A. 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.
- B. CHANGE OF GRADE PROHIBITED: GRANTOR SHALL NOT CHANGE THE GRADE, ELEVATION OR CONTOUR OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
- C. 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.
- D. 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.
- E. SURFACE RESTORATION: THE 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.
- F. DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, 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 THE GRANTOR.
- G. 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.
- H. GRANTOR RESERVATION: GRANTOR RESERVES THE RIGHT TO USE THE EASEMENT AREA FOR OTHER PURPOSES PROVIDED HOWEVER THESE PURPOSES SHALL NOT INTERFERE WITH GRANTEES USE OF THE EASEMENT AREA UNDER THE RIGHTS OF THIS AGREEMENT.
2. PRIVATE RESTRICTIONS AND/OR COVENANTS FOR OAK VIEW ESTATES WILL BE RECORDED SEPARATELY.

KNOW ALL PERSONS BY THESE PRESENTS THAT LUKE NORVILLE AND NATALIE NORVILLE BEING THE OWNERS OF THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED AS LOTS 1 THROUGH 4 TO BE KNOWN AS OAK VIEW ESTATES, LUKE NORVILLE AND NATALIE NORVILLE DO HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, IOWA, THE RIGHT-OF-WAY FOR STATE ORCHARD ROAD (0.458 ACRES).

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE PROPERTY AS CONTAINED HEREIN ON THIS ____ DAY OF ____, 2024

BY: LUKE NORVILLE BY: NATALIE NORVILLE
STATE OF IOWA } SS.
COUNTY OF POTTAWATTAMIE }

ON THIS ____ DAY OF ____, 2024, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED LUKE NORVILLE AND NATALIE NORVILLE, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, AND THE ABOVE AND FORGOING INSTRUMENT WAS SIGNED ON THEIR BEHALF AND ACKNOWLEDGED THE EXECUTION OF SAID INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC IN AND FOR SAID STATE

MY COMMISSION EXPIRES

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH

ATTESTED TO BY:

CITY CLERK: JODIQUAKENBUSH

DATE

COMMUNITY DEVELOPMENT DIRECTOR: COURTNEY HARTER

DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN THE OAK VIEW ESTATES, IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

TREASURER OF POTTAWATTAMIE COUNTY, IOWA: LEA VOSS

DATE

OAK VIEW ESTATES

FINAL PLAT



Project No: 1231362

Sheet 1 of 1

COUNCIL BLUFFS, IA

231 BENNETT AVENUE
COUNCIL BLUFFS, IA 51503
712-322-3202 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.

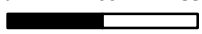
Sheet 1 of 1

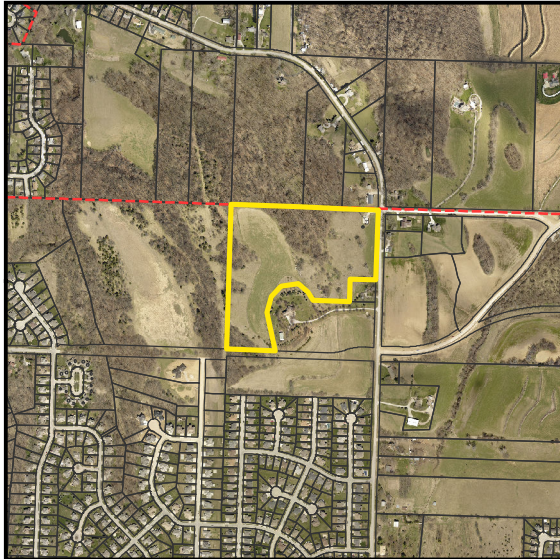
CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION

CASES #SUB-24-001 AND #ZC-24-002

Legend

- Subject Property Cases #SUB-24-001 and #ZC-24-002
- Parcels
- City of Council Bluffs Corporate Limits

0 165 330

 1 Inch = 333 Feet

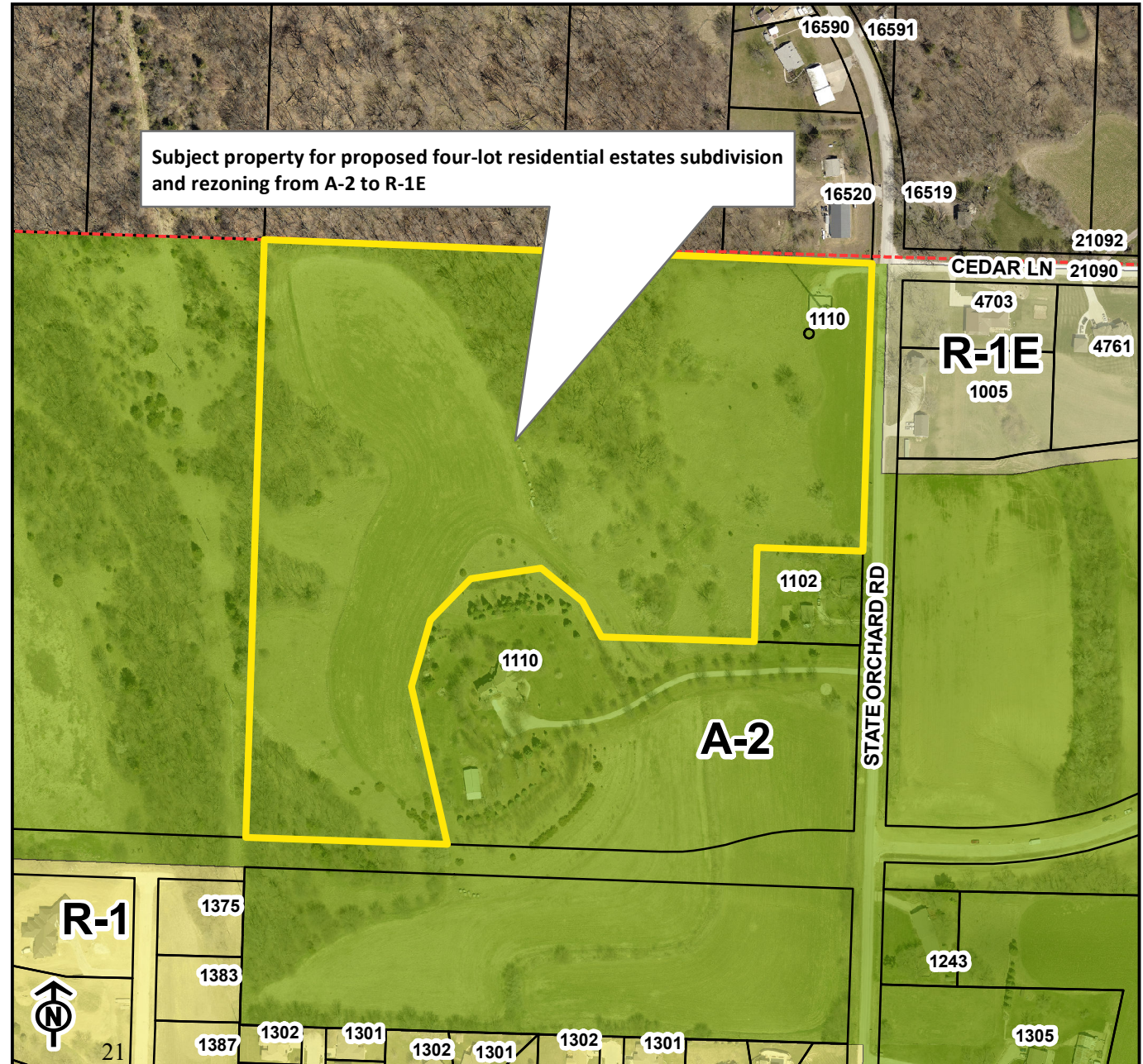


Last updated on 2/20/2024



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

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



NOTICE OF PUBLIC HEARING

You are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing for April 1, 2024 at 7:00 p.m. in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs at which time all persons interested in this matter will be given an opportunity to be heard on the request of Luke A. and Natalie R. Norville to rezone property legally described as being a replat of Parcel 'D' of the NE1/4 SE1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates, and Agricultural District to R-1E/Single-Family Residential Estates District.

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6601

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REZONING PROPERTY LEGALLY DESCRIBED AS BEING A REPLAT OF PARCEL 'D' OF THE NE1/4 SE1/4 OF SECTION 33-75-43, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA FROM A-2/PARKS, ESTATES, AND AGRICULTURAL DISTRICT TO R-1E/SINGLE-FAMILY RESIDENTIAL ESTATES DISTRICT AS SET FORTH AND DEFINED IN CHAPTER 15.08A OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

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

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2020 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by rezoning property legally described as being a replat of Parcel 'D' of the NE1/4 SE1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa, from A-2/Parks, Estates, and Agricultural District to R-1E/Single-Family Residential Estates District as set forth and defined in Chapter 15.08A of the Municipal Code of Council Bluffs, Iowa.

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

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

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

ADOPTED
AND
APPROVED

April 1, 2024

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 3-25-24
Second Consideration: 4-1-24
Public Hearing: 4-1-24
Third Consideration: _____

Council Communication

Department: City Clerk
Case/Project No.: OTB-24-001 & OTB-24-002
Submitted by: Marianne Collins, Housing &
Economic Development Planner

Resolutions 24-70 and 24-71 (Continued from
3-11-24)
ITEM 3.D.

Council Action: 3/25/2024

Description
Resolution 24-70 of intent to dispose of and setting a public hearing for April 22, 2024 at 7:00 p.m. for City property located at 1612 7th Avenue. OTB-24-001
Resolution 24-71 of intent to dispose of and setting a public hearing for April 22, 2024 at 7:00 p.m. for City property located at 1614 7th Avenue. OTB-24-002

Background/Discussion
See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/14/2024
Attachment A: Location Map 1612 7th Avenue	Map	3/1/2024
Attachment B: Location Map 1614 7th Avenue	Map	3/1/2024
Attachment C: IonWave Application	Other	3/1/2024
Resolution 24-70	Resolution	3/14/2024
Resolution 24-71	Resolution	3/14/2024

Council Communication

Department: Community Development Applicant: USA Builders LLC 2423 S. 8 th Street Council Bluffs, IA 51501	Reso. of Intent No. 24-70 & 24-71 Reso. to Dispose No. _____ Case # OTB-24-001 OTB-24-002	Set Public Hearing: 3/11/2024 3/25/2024 Public Hearing: 4/22/2024
Subject/Title		
<p>Request of USA Builders LLC to purchase property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa and property located at 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa</p> <p>Location: 1612 7th Avenue and 1614 7th Avenue</p>		
Background/Discussion		
<p>The Community Development Department has received an offer from USA Builders LLC to purchase City-owned property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa and 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa. The subject properties is zoned R-2/Two-Family Residential District and are classified as ‘transitional preserve’ due to the use of Community Development Block Grant – COVID-19 Assistance Program (CDBG-CV) funds to acquire and demolish the structures. The subject properties are located within a flood zone.</p> <p>The subject property was acquired by the city of Council Bluffs on June 27, 2023. The city has demolished the structures using funds from the CDBG-CV Program. With the location of these properties we are unable to use the CDBG funding to create affordable housing options. In this instance, the selling price is set by the total amount the City has incurred to purchase and demolish the homes. Staff released an RFP allowing for the lots to be purchased at the total amount the City has incurred to purchase and demolish the homes which would “buy out” the affordability requirement.</p> <p>The 1612 7th Avenue property shall be priced at the total amount the City has incurred to purchase and demolish the home, which is \$11,682.00. The applicant has offered \$11,682.00 to purchase the property, and has submitted the required 10% down payment (\$1,168.00). The 1614 7th Avenue property shall be priced at total amount the City has incurred to purchase and demolish the home, which is \$12,618.00. The applicant has offered \$12,618.00 to purchase the property, and has submitted the required 10% down payment (\$1,262.00). Proceeds from the sale will be deposited into the CDBG account. This is required to remove the affordability requirement.</p> <p>The 1612 7th Avenue property is zoned R-2/Two-Family Residential District and measures 45’ x 130’ (5,850 square feet) which exceeds the minimum lot size requirements for the R-2/Two-Family Residential District. The 1614 7th Avenue property is zoned R-2/Two-Family Residential District and measures 45’ x 130’ (5,850 square feet) which exceeds the minimum lot size requirements for the R-2/Two-Family Residential District.</p>		

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

Recommendation

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

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

Attachments

Attachment A: Location Map 1612 7th Avenue

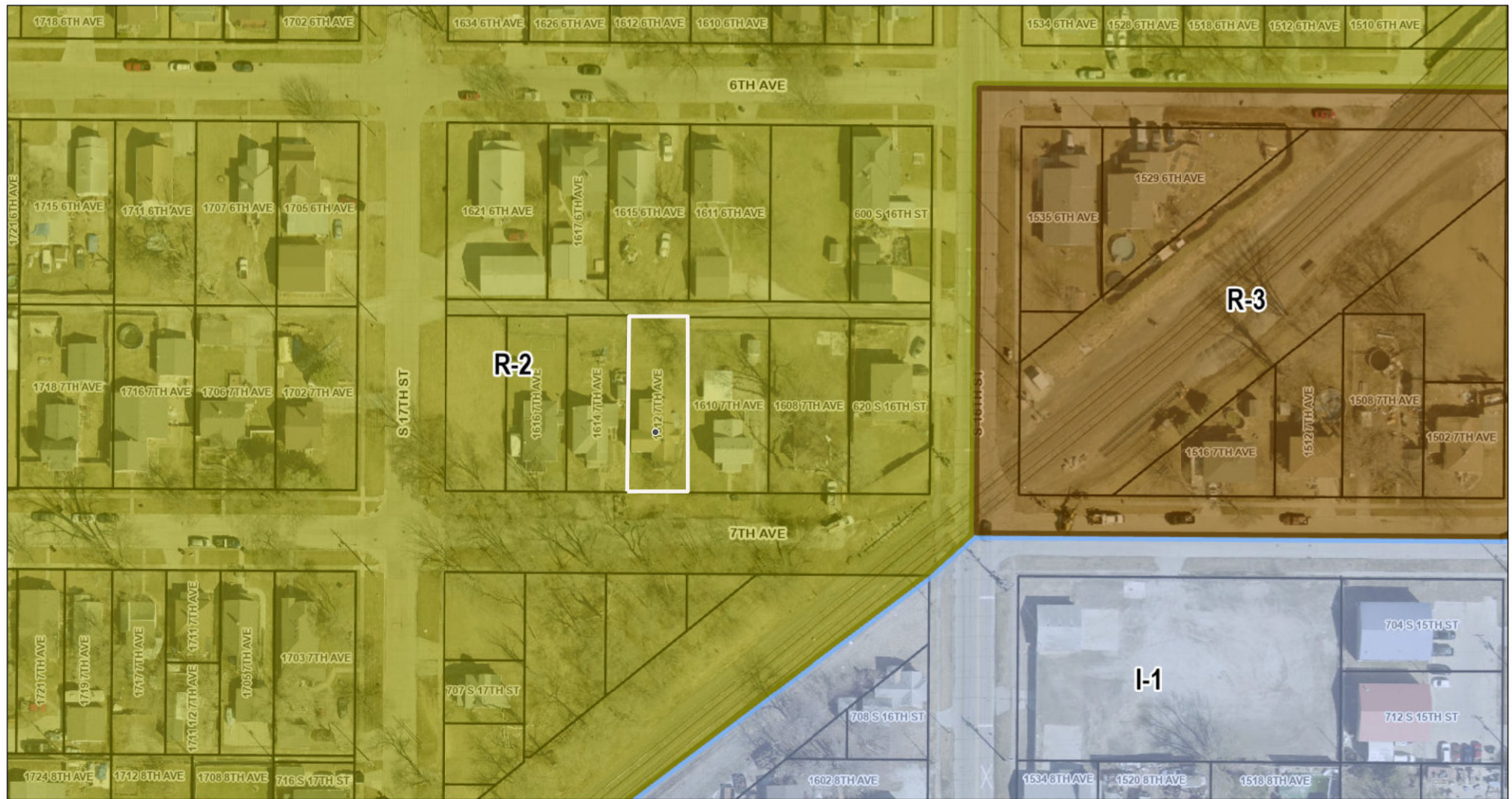
Attachment B: Location Map 1614 7th Avenue

Attachment C: IonWave Application

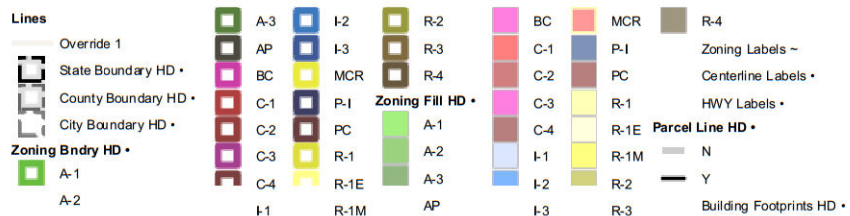
Prepared by: Marianne Collins, Housing & Economic Development Planner, Community Development Department

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

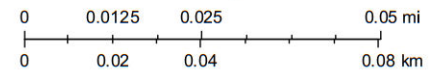
Location and Zoning Map



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



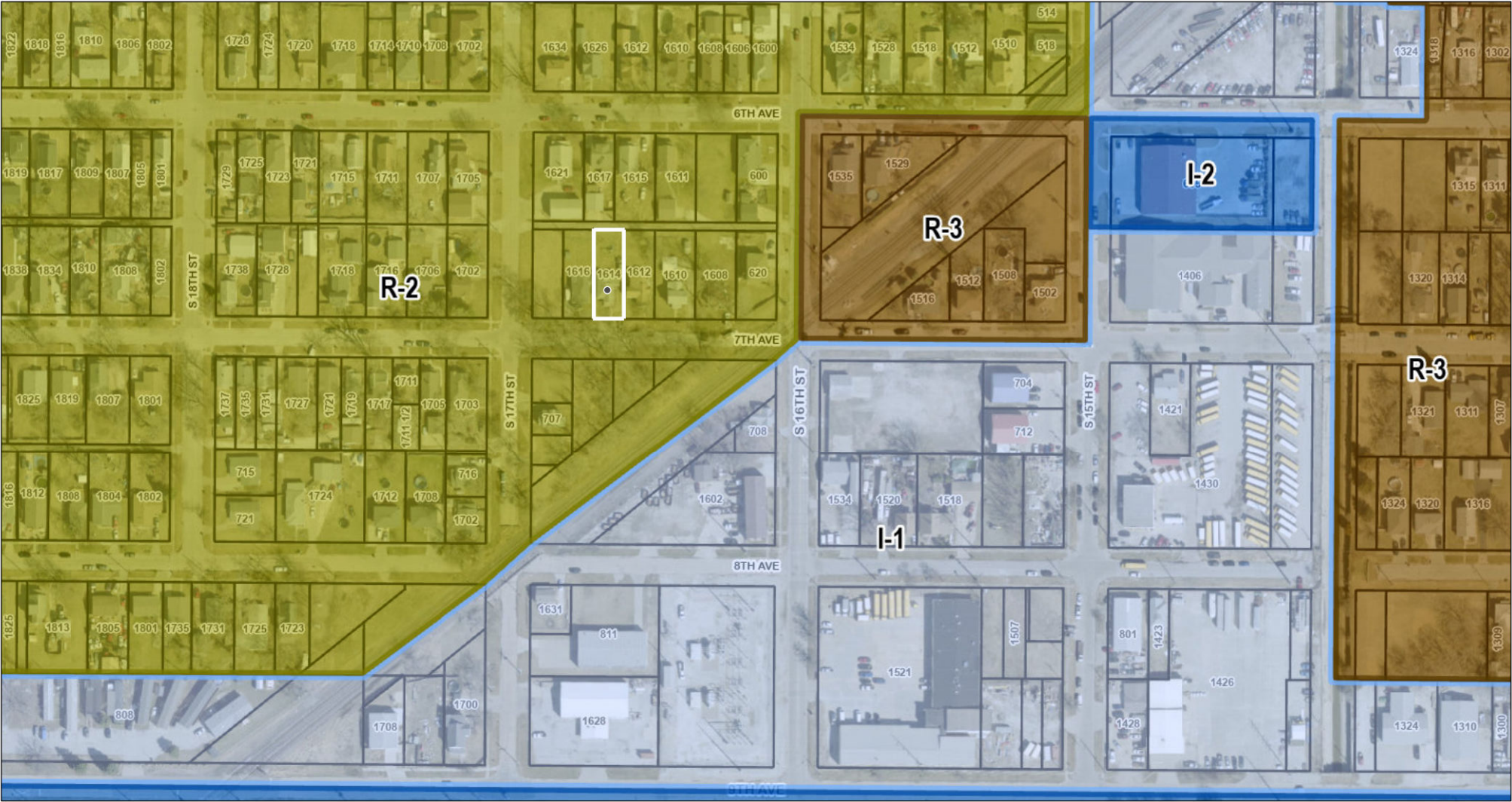
1:1,128



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

Web AppBuilder for ArcGIS

Location and Zoning Map



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

Lines

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

Zoning Fill HD

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

Parcel Mask HD

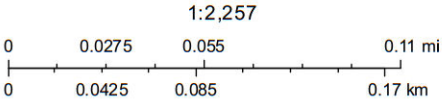
- Parcel Labels
- Parcel Info

Parcel Line HD

- N
- Y

Building Footprints HD

-



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

Web AppBuilder for ArcGIS

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

Proposal and Submittal Requirement Form:

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

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

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

- a. Project contact person with all contact information:

_____ Miguel Santacruz 712 3148741 miguelsantacruz@gmail.com _____

- b. Insurance information:

_____ Connie West 7122561074 _____
Anchor Insurance Agency, Inc _____

2. Contractor Experience

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

_____ Build over a dozen single family dwellings. _____

- b. List of reference projects:

_____ 1212 17th Ave Council Bluffs IA 51501 _____

_____ 4024 Ave D Council Bluffs IA _____

3. Option Selection:

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

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

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

Signature of Authorized Representative: _____

Print Name and Title: Miguel Santacruz Owner _____

RESOLUTION NO. 24-70

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

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

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

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

BE IT FURTHER RESOLVED

That a public hearing be scheduled for April 22, 2024 at 7:00 p.m.

ADOPTED
AND
APPROVED:

March 25, 2024

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

RESOLUTION NO. 24-71

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

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

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

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

BE IT FURTHER RESOLVED

That a public hearing be scheduled for April 22, 2024 at 7:00 p.m.

ADOPTED
AND
APPROVED:

March 25, 2024

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

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

Resolution 24-85
ITEM 3.E.

Council Action: 3/25/2024

Description
Resolution setting a public hearing for April 22, 2024 at 7:00 p.m. on the City of Council Bluffs budget for the fiscal year ending June 30, 2025.

Background/Discussion
<p>It is requested the Council set a public hearing for persons to comment and discuss the budget for the City of Council Bluffs for the fiscal year ending June 30, 2025.</p> <p>At your regular meeting of March 25, 2024 please establish Monday, April 22, 2024 at 7:00 p.m. as the date, time and place for public input in the Council Chambers at City Hall.</p> <p>Staff will be requesting approval of the budget at the April 22, 2024 meeting. All documents are due to the Iowa Department of Management and to the Pottawattamie County Auditor by the required filing date of April 30, 2024.</p>

Recommendation
Approval of the resolution in order to abide by the required filing date of April 30, 2024.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-85	Resolution	3/20/2024

RESOLUTION NO. 24-85

WHEREAS, The City of Council Bluffs has a requirement to submit its budget for the fiscal year ending June 30, 2025 to the Iowa Department of Management and to the Pottawattamie County Auditor prior to April 30, 2024, and;

WHEREAS, The City is required to hold a public hearing on the proposed budget prior to adoption of the budget, and

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

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That a Public Hearing on the City Budget for the fiscal year ending June 30, 2025 is established for Monday, April 22, 2024 at 7:00 p.m. in Council Chambers at City Hall, 209 Pearl Street in Council Bluffs, Iowa.

ADOPTED
AND
APPROVED:

March 25, 2024

Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

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

Resolution 24-86
ITEM 3.F.

Council Action: 3/25/2024

Description

Resolution setting a public hearing for 7:00 p.m. on May 6, 2024, for FY2025 State Transit Assistance funding.

Background/Discussion

Every year the City of Council Bluffs is required to submit an Iowa DOT Authorizing Resolution for State Transit Assistance (STA) for transit operations with the Iowa Department of Transportation's Joint Participation Agreement to provide transit assistance to Iowa's public transit system.

Before the City receives the Iowa DOT Authorizing Resolution for Transit Assistance with the Iowa Department of Transportation, the City is required to hold a public hearing. The notice must be published at least 30 days ahead of the scheduled public hearing. It is recommended that a public hearing regarding the FY2025 projected STA payments be set for May 6, 2024.

The City is required to submit to the Iowa DOT Office of Public Transit a notice of public hearing, the approved resolution, and a copy of the city council minutes from the meeting where the public hearing is held. Following receipt of this information, the Iowa Department of Transportation will send the Iowa DOT Authorizing Resolution for signature.

The State Transit Assistance formula is based on ridership, revenue miles, operating expense, and local match.

The projection for FY2025 is \$306,041 in STA payments.

The projected FY2025 budget for transit is \$2,491,100 in expenditures and projected revenues of \$1,692,674 in transit tax levy, \$306,041 in State Transit Assistance, \$88,356 from Metro in reimbursement, \$304,770 in Enhanced Mobility of Seniors and Individuals with Disabilities Grants (5310), \$35,000 in Special Transit Assistance fares, and \$85,000 in Metro fixed-route fares.

Recommendation

Approval of this resolution to continue receiving state funding for transit operations.

ATTACHMENTS:

Description	Type	Upload Date
State Transit Assistance Fund Projection for FY2025	Other	3/14/2024
Notice of Public Hearing	Notice	3/14/2024
Resolution 24-86	Resolution	3/20/2024

DRAFT State Transit Assistance Fund Projection for FY2025

System Name	FY2022 Ridership	FY2022 Revenue Miles	FY202 Operating Expense	FY2022 Locally Determined Income	FY2024 Formula %	FY2024 Formula Allocation
Region 1	93,308	588,750	\$2,348,539	\$1,343,857	2.44165492%	\$465,233
Region 2	166,689	706,116	\$2,698,627	\$1,574,129	2.98406264%	\$568,583
Region 3	100,113	811,359	\$3,862,265	\$2,080,115	2.76122492%	\$526,124
Region 4	60,698	435,339	\$2,471,464	\$2,019,215	2.59175584%	\$493,833
Region 5	87,060	154,173	\$1,049,535	\$286,968	1.84783094%	\$352,086
Region 6	33,503	204,430	\$1,052,215	\$566,091	1.49864572%	\$285,552
Region 7	38,326	304,847	\$1,469,297	\$764,819	1.62573734%	\$309,768
Region 8	82,703	461,841	\$1,820,035	\$1,211,684	2.41798034%	\$460,722
Region 9	94,865	349,287	\$1,906,799	\$2,667,021	3.52640880%	\$671,922
Region 10	247,674	1,464,434	\$5,400,769	\$4,376,864	5.19415625%	\$989,695
Region 11	57,229	237,033	\$3,081,715	\$1,230,820	1.54313430%	\$294,029
Region 12	111,439	713,458	\$2,245,959	\$1,236,757	2.68307453%	\$511,233
Region 13	467,420	1,733,047	\$4,262,904	\$2,108,015	4.54034979%	\$865,118
Region 14	102,334	356,982	\$1,757,527	\$572,283	1.90404946%	\$362,798
Region 15	172,749	1,930,652	\$4,975,970	\$2,501,285	3.76096747%	\$716,615
Region 16	107,576	389,225	\$1,827,468	\$689,892	2.04265928%	\$389,208
Subtotal	2,023,686	10,840,973	\$42,231,088	\$25,229,815	43.36369253%	\$8,262,518
Council Bluffs	101,138	231,762	\$1,618,185	\$1,596,542	1.60617624%	\$306,041
Davenport	389,354	913,745	\$7,442,302	\$6,106,259	3.17583051%	\$605,123
Des Moines	2,576,022	4,613,642	\$37,053,987	\$27,985,461	11.62838673%	\$2,215,673
Bettendorf	56,941	258,476	\$1,229,075	\$100,013	1.23210206%	\$234,765
Burlington	117,873	183,193	\$1,226,503	\$223,322	1.30944776%	\$249,502
Clinton	188,614	331,186	\$1,838,382	\$215,766	1.47964196%	\$281,931
Fort Dodge	95,569	244,884	\$1,228,067	\$477,010	1.51579295%	\$288,819
Marshalltown	97,581	137,795	\$863,633	\$174,472	1.43584007%	\$273,585
Mason City	144,660	371,660	\$1,504,108	\$289,722	1.76187837%	\$335,708
Muscatine	96,992	234,008	\$1,026,581	\$126,376	1.60590203%	\$305,989
Ottumwa	63,323	199,696	\$451,162	\$37,255	2.78229014%	\$530,138
Ames	3,670,072	1,349,448	\$11,110,220	\$9,232,221	6.01734321%	\$1,146,545
Cambus	2,354,624	648,141	\$4,255,751	\$1,738,167	4.62193365%	\$880,663
Cedar Rapids	775,032	1,173,148	\$11,613,048	\$8,111,493	3.93130731%	\$749,071
Coralville	278,916	275,214	\$2,124,995	\$967,778	1.71593755%	\$326,955
Dubuque	334,440	624,032	\$3,585,497	\$1,971,367	2.06688568%	\$393,824
Iowa City	900,123	890,362	\$8,366,479	\$7,735,980	4.05491754%	\$772,624
Sioux City	627,142	746,836	\$5,769,648	\$3,812,440	2.66598737%	\$507,977
Waterloo	214,013	731,914	\$5,996,422	\$3,365,658	2.02870634%	\$386,550
Subtotal	13,082,429	14,159,142	\$108,304,045	\$74,267,302	56.63630747%	\$10,791,482
Grand Total	15,106,115	25,000,115	\$150,535,134	\$99,497,118	100.00000000%	\$19,054,000

Notice of Public Hearing

for the

Application for FY 2025 State Transit Assistance

A public hearing will be held on May 6, 2024, at 7:00 p.m. in the council chambers of City Hall, at 209 Pearl Street, Council Bluffs, Iowa, on the proposed Iowa DOT Authorizing Resolution for state transit assistance. The City of Council Bluffs proposes to submit documentation to receive the Iowa DOT Authorizing Resolution from the Iowa Department of Transportation for approximately \$306,041 of state transit assistance for support of daily transit operations. At said hearing, all interested parties will be afforded an opportunity to comment on the proposal.

By Order of the City Council

of the

City of Council Bluffs, Iowa

Jodi Quakenbush, City Clerk

RESOLUTION NO. 24-86

RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE IOWA DOT AUTHORIZING
RESOLUTION FOR FY2025 STATE TRANSIT ASSISTANCE

WHEREAS, the City of Council Bluffs expects to submit documentation for an Iowa DOT Authorizing Resolution for approximately \$306,041 in State Transit Assistance for use in operating its transit system during FY2025; and

WHEREAS, a public hearing on approval of the Iowa DOT Authorizing Resolution is required before the Iowa DOT Authorizing Resolution can be sent to the City by the Iowa Department of Transportation. The notice of public hearing must be published at least 30 days ahead of the scheduled public hearing.

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

That the City Clerk is hereby ordered to set a public hearing on the Iowa DOT Authorizing Resolution for FY2025 State Transit Assistance setting May 6, 2024, at 7:00 p.m. as the date and time of said hearing.

ADOPTED
AND
APPROVED

March 25, 2024

Matthew J Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Parks and Recreation
Case/Project No.: Recreation Complex Facility
Maintenance Yard Upgrade, Project R23-14 &
R25-03
Submitted by: Zach Smith

Resolution 24-87
ITEM 3.G.

Council Action: 3/25/2024

Description

Resolution to set a public hearing for April 1, 2024 at 7:00 pm for the Recreation Complex Facility Maintenance Yard Upgrade Project, R23-14 & R25-03.

Background/Discussion

The City Council approved \$375,000 for the upgrade to the Recreation Complex Facility Maintenance Yard in the FY 23 CIP and \$175,000 in the FY 25 CIP for a total funding amount of \$550,000. The upgrade will include a perimeter fence, realignment of the trail to the north of the maintenance yard, new storm water lines, new dry storage building, a turnaround constructed in the parking lot for public use, and outdoor material storage bins.

The Recreation Complex is over 20 years old and has not had significant upgrades to the facility in that time. The maintenance yard is immediately adjacent to public parking and there is no separation between the spaces. This leads to direct public access to the yard and limits the ability to create a secure maintenance yard. Soil is stored in the parking lot because there is not a dedicated space and this leaves the area unsightly.

The upgrade to the maintenance yard will create a securable space, screened from the public. A round about will also be constructed and allow the public to easily turn around and leave the parking lot without accessing the maintenance yard. It is anticipated the project will occur over late summer and be completed by late fall of 2024 with minimal impact on event schedule.

The probable cost opinion of the project is approximately \$518,750 and includes design and engineering fees. The cost opinion is within the remaining available budget of \$520,750. Approximately \$25,000 in additional reductions have been identified if bids come in higher than expected.

Recommendation

Approve the resolution to set a public hearing for April 1, 2024 at 7:00 pm for the Recreation Complex Facility Maintenance Yard Project, R23-14 & R25-03.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-87	Resolution	3/20/2024

RESOLUTION
NO 24-87

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING FOR THE
RECREATION COMPLEX FACILITY MAINTENANCE YARD UPGRADE PROJECT, R23-14 &
R25-03**

- WHEREAS, the City Council approved \$375,000 for the upgrade to the Recreation Complex Facility Maintenance Yard in the FY 23 CIP and \$175,000 in the FY 25 CIP for a total funding amount of \$550,000; and
- WHEREAS, the upgrade will include a perimeter fence, realignment of the trail to the north of the maintenance yard, new storm water lines, new dry storage building, new parking area, and a turnaround constructed in the parking lot for public use, and outdoor material storage bins; and
- WHEREAS, the opinion of probable cost for construction is approximately \$518,750 and is within the \$520,750 available budget; and
- WHEREAS it is anticipated the project will occur over late summer and be completed by fall of 2024 with minimal impact on event schedule.

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

That the City Clerk is hereby ordered to set a public hearing for Recreation Complex Facility Maintenance Yard Upgrade Project, R23-14 & R25-03 setting April 1, 2024, at 7:00 p.m. as the date and time of said hearing.

ADOPTED
AND
APPROVED

March 25, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Parks and Recreation
Case/Project No.: Peterson Park Playground
Upgrade - accepting work and releasing the
remaining funds
Submitted by: Vincent Martorello

Resolution 24-96
ITEM 3.H.

Council Action: 3/25/2024

Description

Resolution to accept the work and release the remaining funds for the Peterson Park Playground Upgrade to Dostal Construction in the amount of \$10,950.00.

Background/Discussion

The City of Council Bluffs, Iowa, entered into an agreement with Dostals Construction Co. Inc., for the Peterson Park Playground Upgrade, Project R23-10. The work has been completed in substantial compliance with the plans and specifications for the project.

A request from Dostals Construction for final payment in the amount of \$10,950.00 has been submitted to the city . No sub-contractors have submitted liens to the City.

Recommendation

Approve resolution to accept work and release funds to Dostals Construction in the amount of \$10,950.00 for the Peterson Park Playground Upgrade, Project R23-10.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-96	Resolution	3/20/2024

RESOLUTION 24-96

**RESOLUTION ACCEPTING THE WORK OF DOSTALS CONSTRUCTION CO. INC
IN CONNECTION WITH PETERSON PARK PLAYGROUND UPGRADE,
PROJECT #R23-10 AND AUTHORIZING THE FINANCE DIRECTOR TO
ISSUE A CITY CHECK IN THE AMOUNT OF \$10,950.00**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Dostals Construction Co. Inc., for the Peterson Park Playground Upgrade, Project R23-10, and
- WHEREAS, a request from Dostals Construction for final payment in the amount of \$10,950.00 has been submitted to the city council for approval and payment; and
- WHEREAS, the work as completed is in substantial compliance with the plans and specifications for said work, and
- WHEREAS, no sub-contractors have submitted liens to the City, and
- WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$10,950.00 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 \$10,950.00 payable to Dostals Construction Co. Inc., for the Peterson Park Playground Upgrade, Project R23-10 within thirty (30) days of the date of this resolution.

ADOPTED
AND
APPROVED

March 25, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Boards/Commissions
ITEM 3.I.

Council Action: 3/25/2024

Description

Historic Preservation Commission

Background/Discussion

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

Recommendation

Appoint the following to serve the remainder of Sally Madsen's term expiring 12/31/2024:

Alex Kouri
331 Park Ave
Council Bluffs, IA 51503

Council Communication

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

Claims
ITEM 3.J.

Council Action: 3/25/2024

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Claims	Notice	3/20/2024

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

CITY CLAIM NO. 24-PW-2224

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Jill M. Bach

DAY PHONE [REDACTED]

ADDRESS: [REDACTED]

DOB: [REDACTED]

DATE & TIME OF LOSS/ACCIDENT: 2/14/24 8pm

LOCATION OF LOSS/ACCIDENT: Southbound lane at 3320 Harry Langdon Blvd, Co Bluffs

DESCRIPTION OF LOSS/ACCIDENT: Driving southbound at ↑ and hit deep pothole, front passenger tire blew out the side wall and ruined tire. See back for more details.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 77.40

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: photos included

LIST INSURANCE PROVIDER AND COVERAGE: [REDACTED]

(did not file claim)

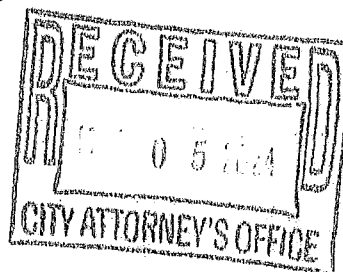
I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

2/28/24
DATE

Jill Bach
CLAIMANT'S SIGNATURE

CLERK RCVD



5 MAR 24

AM 11:38

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

CITY CLAIM NO. 24-PW-2225

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Walter J "Bud" Kilnoski DAY PHONE: [REDACTED]
ADDRESS: [REDACTED] JOB: [REDACTED]
DATE & TIME OF LOSS/ACCIDENT: January Snow Storm 2024
LOCATION OF LOSS/ACCIDENT: South Street Level Retaining Wall
DESCRIPTION OF LOSS/ACCIDENT: Several Blocks Damaged at street Level
Photos

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ \$1,000.00 / per Weilage Landscaping
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:

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:

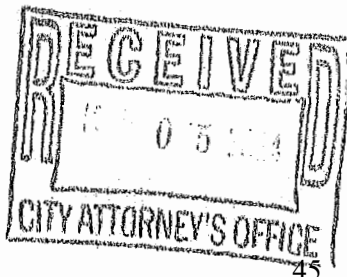
CLERK RCVD

LIST INSURANCE PROVIDER AND COVERAGE: [REDACTED] 5 MAR'24

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. APR 11 2024

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

DATE 2/29/24



Bud Kilnoski
CLAIMANT'S SIGNATURE

Council Communication

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

Ordinance 6598 (Continued from 3-11-24)
ITEM 4.A.

Council Action: 3/25/2024

Description
Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 by rezoning property legally described as Lots 1 and 3a, Lake Manawa Centre Subdivision from P-C/Planned Commercial District to C-2/Commercial District as defined in Chapter 15.15 with specific requirements described in the Council packet. Location: 3200 Manawa Centre Drive. ZC-23-015
Background/Discussion
See attached staff report.
Recommendation

ATTACHMENTS:

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

City Council Communication

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

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

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

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

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

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

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

Discussion

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

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

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

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

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

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

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

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

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

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

Recommendation

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

Public Hearing

Staff speaker for the request:

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

Speakers in favor:

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

Speakers against: None

General inquiry from the public

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

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

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

Attachments

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

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

REZONE NARRATIVE

REZONE:

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

PROJECT DESCRIPTION:

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

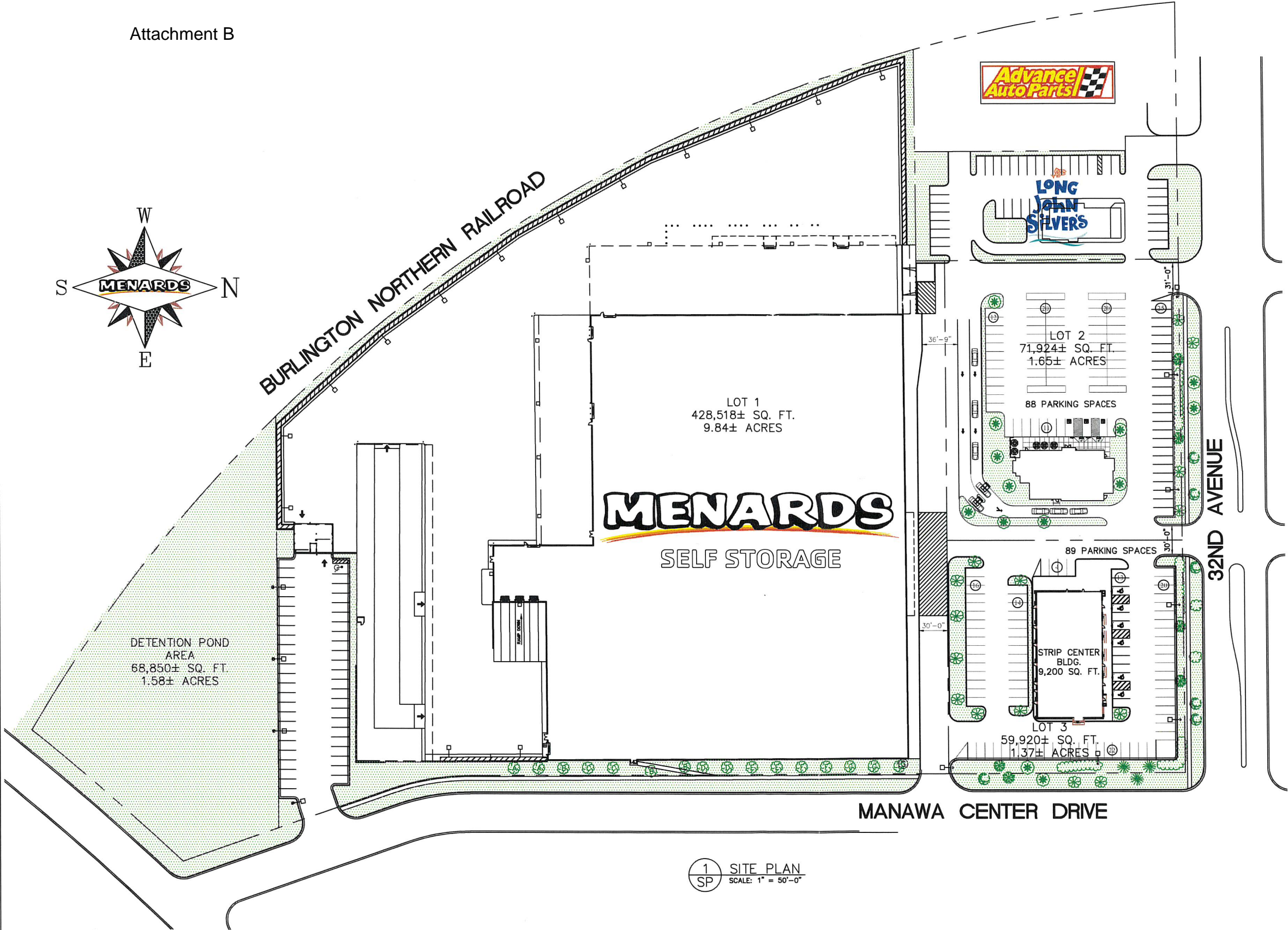
This project will do just that. It will result in the removal of a large parking field, putting the land to more productive uses as commercial outlots. Being over 3 acres, multiple new outlots will become available, each large enough to provide flexibility for the end user. The new commercial development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

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

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

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

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



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





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

Attachment D

Legend

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

0 150 300



1 Inch = 300 Feet



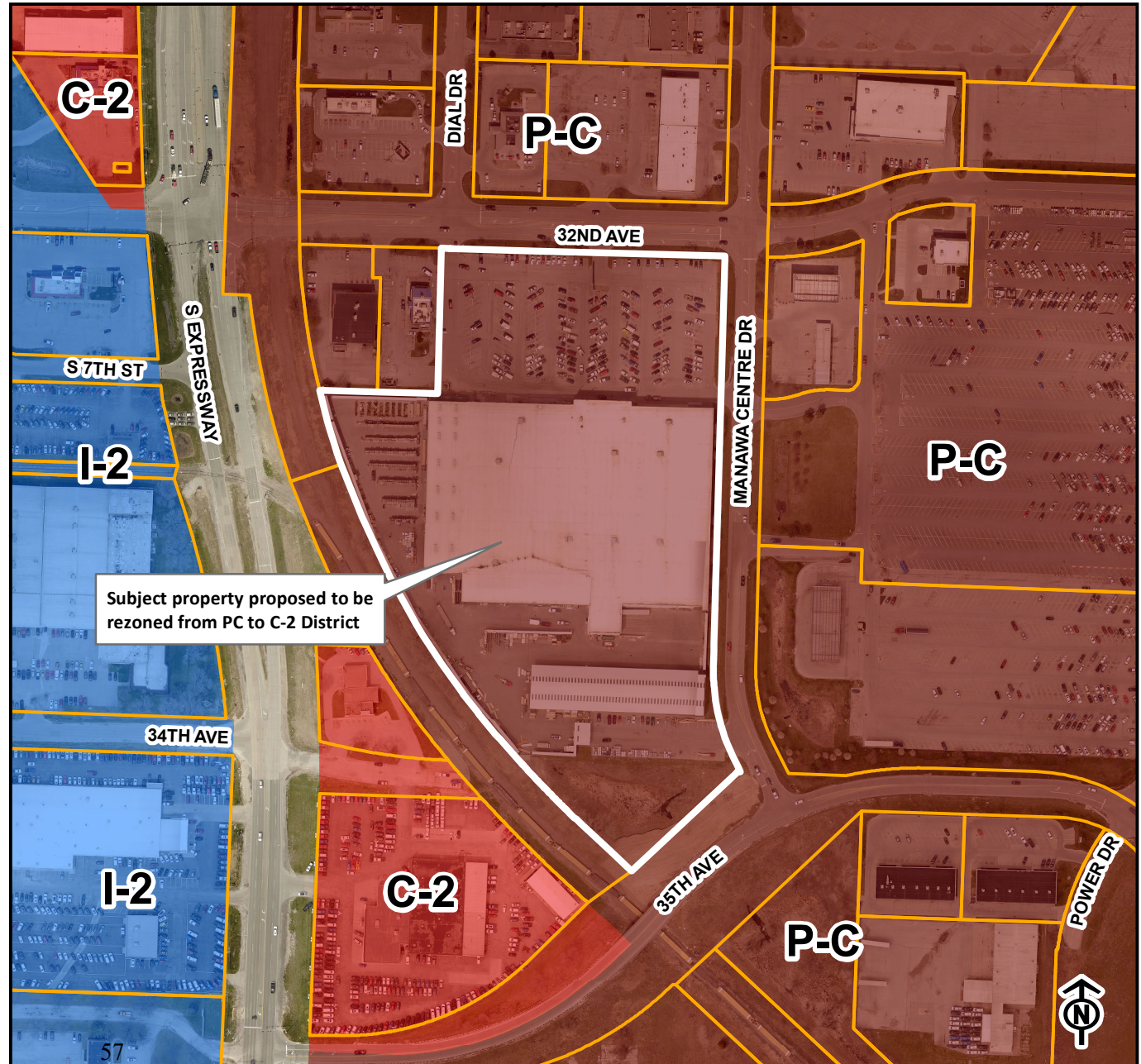
Last Amended: 12/14/2023



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

DISCLAIMER

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



NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

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

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

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6598_____

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

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

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

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

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

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

ADOPTED
AND
APPROVED

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

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

Council Communication

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

Ordinance 6597 (Continued from 3-11-24)
ITEM 4.B.

Council Action: 3/25/2024

Description Ordinance to amend Chapter 15.09 R-2/Two-Family Residential District of the Municipal Code (zoning ordinance) by amending Section 15.09.030 “Conditional Uses” to include “boarding, lodging, rooming house or bed and breakfast”. ZT-24-001
Background/Discussion See attached staff report.
Recommendation

ATTACHMENTS:

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

City Council Communication

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

Discussion

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

Recommendation

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

Public Hearing

Staff speakers for the request:

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

Speakers in favor:

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

Speakers against: None

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

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

Attachments

Attachment A: Proposed Section 15.09.030, Conditional Uses, R-2/Two-Family Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance)

Prepared by: Moises Monrroy, Planner, Community Development Department

Attachment 'A'

15.09.030 Conditional Uses

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

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

(Ord. 5306 § 1 (part), 1996)

DRAFT

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

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

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

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6597

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

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

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

15.09.030 Conditional Uses

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

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

(Ord. 5306 § 1 (part), 1996)

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

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

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

PASSED
AND
APPROVED

March 11, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 2-26-24

Second Consideration: 3-11-24

Public Hearing: 3-11-24

Third Consideration: _____

Planning Case No. #ZT-24-001

Council Communication

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

Resolution 24-88
ITEM 4.C.

Council Action: 3/25/2024

Description
Resolution accepting the proposal from Sapp Bros, Inc. and to dispose of City property generally located along 23rd Avenue at South 24th Street.
Background/Discussion
See attached staff report.
Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/18/2024
Public Hearing Notice	Notice	3/18/2024
RFP Response - Sapp Bros, Inc	Other	3/18/2024
RFP Response - OakNest Homes	Other	3/18/2024
Resolution 24-88	Resolution	3/20/2024

Council Communication

Department: Community Development Applicant: Sapp Bros, Inc 9915 S 148 th Street Omaha, NE 68138	Resolution of Intent No. _____ Resolution to Dispose No. _____	Public Hearing: 3-25-2024
<p style="text-align: center;">Subject/Title</p> <p>Request of the Community Development Department to dispose of the property generally located at located along S 24th Street and 23rd Avenue to Sapp Bros, Inc. for lot consolidation to support future development.</p>		
<p style="text-align: center;">Legal Description</p> <p>Commencing at the southeast corner of said block 42, said point being on the west right-of-way line of south 24th street; thence along said west right-of-way line, south 02 degrees 12 minutes 33 seconds west, 33.07 feet to a point on the centerline of said vacated 25th avenue; thence along said centerline, north 87 degrees 16 minutes 52 seconds west, 30.78 feet to the true point of beginning; thence continuing along said centerline, north 87 degrees 16 minutes 52 seconds west, 101.14 feet to a point on the west line of said railroad addition; thence along said west line, north 02 degrees 13 minutes 22 seconds east, 593.90 feet to a poin on a non-tangent curve, concave southwesterly, to which point a radial line bears north 58 degrees 25 minutes 02 seconds east, 598.50 feet; thence southeasterly, along said curve, through a central angle of 33 degrees 49 minutes 01 second, 353.24 feet; thence south 02 degrees 14 minutes 02 seconds west, 261.67 feet to the true point of beginning.</p>		
<p style="text-align: center;">Background/Discussion</p> <p>In February, the Community Development Department released a request for proposals (RFP) on the city-owned lot along South 24th Street. Two responses were received for the RFP:</p> <ol style="list-style-type: none"> 1. Sapp Bros, Inc. wishes to purchase the property for \$120,000 (appraised value) in order to square off their existing 36-acre property to the west. They plan to market the entire property for redevelopment and have been working with Pedcor, a multi-family developer, interested in a new housing project. 2. OakNest Homes wishes to purchase the property for \$10,000 to construct a multi-family townhome project for approximately \$700,000 to \$800,000. Over a 12-month timeline, the developer will construct four units that will be market rate. <p>Based on the submitted proposals, Staff believes disposing of the property to Sapp Bros, Inc. is in the best interest of the City.</p>		
<p style="text-align: center;">Recommendation</p> <p>The Community Development Department recommends disposing of the property described above to Sapp Bros, Inc., with the following conditions:</p> <ol style="list-style-type: none"> 1. The purchase price shall be \$120,000. 2. The property is in as-is condition. 3. Any subdivision action must be approved by the City Council through the City's outlined process. 		
<p style="text-align: center;">Attachments</p> <ol style="list-style-type: none"> 1. Approved Request for Proposals 2. Submitted proposals from Sapp Bros, Inc. and OakNest Homes 3. Resolution 		

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

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to dispose of property described as commencing at the southeast corner of said block 42, said point being on the west right-of-way line of south 24th street; thence along said west right-of-way line, south 02 degrees 12 minutes 33 seconds west, 33.07 feet to a point on the centerline of said vacated 25th avenue; thence along said centerline, north 87 degrees 16 minutes 52 seconds west, 30.78 feet to the true point of beginning; thence continuing along said centerline, north 87 degrees 16 minutes 52 seconds west, 101.14 feet to a point on the west line of said railroad addition; thence along said west line, north 02 degrees 13 minutes 22 seconds east, 593.90 feet to a point on a non-tangent curve, concave southwesterly, to which point a radial line bears north 58 degrees 25 minutes 02 seconds east, 598.50 feet; thence southeasterly, along said curve, through a central angle of 33 degrees 49 minutes 01 second, 353.24 feet; thence south 02 degrees 14 minutes 02 seconds west, 261.67 feet to the true point of beginning.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 25th day of March, 2024, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush

City Clerk

CDH



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2024 - 17 (Disposition of City Property along S 24th St for Redevelopment)

Response Submitted - 3/12/2024 10:11:44 AM (CT)

Unsealed

Actions

Type	Date Issued	Description
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Bid event has closed. Bid responses can no longer be submitted.

- Award
- Event Details
- Questions
- Attachments
- Attributes
- Response Attachments
- Response Submission

Supplier Response Summary

Response Total: \$0.00

General/Corporate Address

Supplier Name	Sapp Bros. Inc.
Address	9915 South 148th Street Omaha, NE 68138
Phone	(402) 895-2202 x16305
Fax	(402) 895-4253
Contact Name	Eric Ziph
Email	eziph@sappbros.net

Your User Profile

Title	Vice President
Name	Mr. Eric Ziph
Office Phone	(402) 895-2202 x16305
Fax Phone	
Mobile Phone	(402) 679-4729
Email	eziph@sappbros.net

Digital Signature

By submitting your response, you certify that you are authorized to represent and bind your company.

Your Full Name:	Andrew Richard	Your Email Address:	arichard@sappbros.net
-----------------	----------------	---------------------	-----------------------

Attachment A
South 24th Street Proposal Application Form

Bidder Information

1. Name of Business: Sapp Bros., Inc.
2. Address: 9915 S 148th Street
3. City, State & Zip Code: Omaha, NE 68138
4. Contact Person: Andrew Richard Title: CEO
5. Phone: 402-895-7038 Fax: _____ Email: arichard@sappbros.net
6. FEIN: 47-0720019

Bid Amount: 120,000.00

(Appraised Value \$120,000.00)

Business Information

1. Provide a brief description and history of the individual or business entity.

Since June 1st of 1978 Sapp Bros. Travel Centers has been part of the Council Bluffs business community.

We operate a travel center immediately to the south of the property we are bidding on.

We own the 36 acre parcel to the immediate west of the property we are bidding on and the aquisition of this property will allow us to further develop the Council Bluffs business community.

2. Business Structure:

☐ Cooperative
☐ Partnership

☒ Corporation
☐ Sole Proprietorship

☐ Limited Liability Company
☐ Individual

☐ Non-Profit / Government

3. Is business currently located within Council Bluffs and relocating? ☐ Yes ☒ No

If Yes, list current business location: _____

Project Information

1. Describe in detail the proposed project. (Include project proposed project, timeline with dates, building renovation and construction, onsite infrastructure improvements, etc.). Use additional pages as necessary.

In the realm of urban development, strategic acquisitions often pave the way for transformative projects that not only benefit private entities but also uplift communities. The proposition for Sapp Bros to acquire a parcel for future development, particularly in conjunction with the Pedcor project, holds significant promise for unlocking substantial value and fostering sustainable growth. This essay elucidates the rationale behind this acquisition, emphasizing the synergies, economic benefits, and community impact it entails.

At the forefront of this proposition lies the Pedcor project under contract, a prospective 240-unit multifamily development with an estimated value of \$40 million. This ambitious endeavor signifies not only a substantial investment but also a commitment to enhancing the urban landscape and providing modern living spaces. However, the success of such a project hinges not only on its individual merits but also on its integration with the surrounding environment. Herein lies the pivotal role of the adjacent parcel.

While the standalone value of the parcel may seem limited, its amalgamation with Sapp Bros' presents a unique opportunity to unlock its latent potential. By combining forces, Sapp Bros can leverage their expertise, resources, and established presence to synergistically enhance the viability and scope of the Pedcor project. This integration is not merely about maximizing profits but about realizing the project's full potential for the benefit of both the company and the community at large.

One of the primary reasons for Sapp Bros to acquire this parcel is to ensure the successful execution of the Pedcor project. This entails not only securing additional space for future development of Sapp Bros remaining parcel after split-off with Pedcor, but also streamlining logistical considerations, such as access and infrastructure. It affords sufficient street frontage to provide adequate ingress and egress. Without adequate access to the adjacent parcel, the seamless integration of amenities, services, and communal spaces envisioned for the Pedcor project may be compromised.

There are multiple potential hotel/restaurant operators with interest in developing the remaining parcel provided adequate access can be provided, this parcel is an integral part of being able to get that put together successfully for highest and best use.

Therefore, acquiring this parcel also allows the purchaser to provide the secondary easement access to the Pedcor parcel as City Planning has requested without encumbering or adversely affecting the existing Sapp Bros Travel Center operations and traffic flows. Additionally, acquiring this parcel is not just advantageous but imperative for realizing the project's vision in its entirety.

Moreover, the acquisition aligns with Sapp Bros' long-term strategic objectives and commitment to sustainable urban development by expanding their footprint and diversifying.

Please refer to the attached site plan drawing showing Pedcor parcel, second access easement, size of remainder parcel, etc.

Project Timeline <i>(add additional rows as needed)</i>	Beginning Activity Date	Activity Completion Date
Pedcor project	Q4 2024	2026
Marketing for development of remaining land	Upon acquisition, RFP	
Likely development	1 to 5 years	

Project Budget

1. Please complete the budget below. Include only anticipated to incur directly:

Use of Funds	Estimated Cost	Source A	Source B	Source C
NA, see Project Information				
TOTAL	\$	\$	\$	\$

2. Please complete the chart below with proposed financing for the project:

Estimated Financing			
Source of Funds	Amount	Form of Funds	Conditions
Add additional lines as needed		(Loan or cash)	
Source A:	\$ 120K	cash	Purchase through RFP.
Source B:	\$		
Source C:	\$		
TOTAL	\$		

3. Outline any conditions for your proposed bid (i.e. rezoning, financing, etc):

No contingencies.

[illegible]

4. Proposals will be evaluated on the following criteria:

- Price (20 points)
- Proposed Reuse (25 points)
- Neighborhood Compatibility (20 points)
- Feasibility (20 points)
- Timeframe (10 Points)
- Other (5 points)

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements. All bids are final, no bids received may be withdrawn or amended after being duly received and recorded by the City of Council Bluffs.

Name: Andrew W. Richard

Title: CEO

Signature: Andrew W. Richard



<

2024 - 17 (Disposition of City Property along S 24th St for Redevelopment)

Response Submitted - 3/12/2024 04:45:28 PM (CT)

Unsealed

Actions

TypeDate IssuedDescription

Bid event has closed. Bid responses can no longer be submitted.

- Award
- Event Details
- Questions
- Attachments
- Attributes
- Response Attachments
- Response Submission

Supplier Response Summary

Response Total: \$0.00

General/Corporate Address

Supplier Name	OakNest Homes
Address	6648 Park Crest Drive Papillion, NE 68133
Phone	(402) 707-1821
Fax	
Contact Name	
Email	

Your User Profile

Title	Owner of OakNest Homes
Name	Tim Tran
Office Phone	(402) 707-1821
Fax Phone	
Mobile Phone	(402) 707-1821
Email	tim.tran@oaknesthomes.com

Digital Signature

By submitting your response, you certify that you are authorized to represent and bind your company.

Your Full Name:Tim Tran

Your Email Address:tim.tran@oaknesthomes.com

Bidder Information

- 2

Project Information

-
- This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings on the page.

[illegible]

Project Budget

1. Please complete the budget below. Include only anticipated to incur directly:

Use of Funds	Estimated Cost	Source A	Source B	Source C
TOTAL	\$	\$	\$	\$

2. Please complete the chart below with proposed financing for the project:

Estimated Financing			
Source of Funds	Amount	Form of Funds	Conditions
Add additional lines as needed		(Loan or cash)	
Source A:	\$		
Source B:	\$		
Source C:	\$		
TOTAL	\$		

3. Outline any conditions for your proposed bid (i.e. rezoning, financing, etc):

[illegible]

4. Proposals will be evaluated on the following criteria:

- Price (20 points)
- Proposed Reuse (25 points)
- Neighborhood Compatibility (20 points)
- Feasibility (20 points)
- Timeframe (10 Points)
- Other (5 points)

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements. All bids are final, no bids received may be withdrawn or amended after being duly received and recorded by the City of Council Bluffs.

Name: _____

Title: _____

Signature: _____ *Tim Tran*

South 24th Ave Redevelopment Proposal for Brand New Multifamily Properties

Project Overview

We (OakNest Homes) are thrilled to present our proposal for the construction of brand-new multifamily properties. Our vision is to create a modern, sustainable living space that caters to the needs of residents while enhancing the community. Here are the details

1. Property Design

Our multifamily properties will consist of the following features:

1. **Main Floor:**
 - Open concept design integrating the kitchen and living room.
 - Cozy living area with plush sofas, warm lighting, and a coffee table.
 - Modern kitchen with sleek cabinetry, durable countertops, and energy-efficient appliances.
 - Spacious bathroom.
 - Central kitchen island for meal prep and casual dining.
2. **Second Level:**
 - One bedroom for privacy and relaxation.
3. **Total square footage per unit: 1,000 SF**
4. **Architectural Design:**
 - Contemporary design with clean lines and functional layouts.
5. **Sustainable Features:**
 - Energy-efficient windows and insulation.
 - Landscaping with native plants to promote biodiversity.
6. **Amenities:**
 - Fitness center.
 - Community lounge.
 - Secure entry systems.

2. Timeline

Our estimated timeline for this project is as follows:

- **Phase 1 (Preparation and Planning):**
 - Obtain permits and approvals: 2 months.
 - Architectural and engineering design: 1 months.
- **Phase 2 (Construction):**
 - Site preparation and foundation: 1 months.

- Structural construction: 4 months.
- Interior finishes: 3 months.
- Landscaping and outdoor amenities: 1 months.

Total estimated timeline: 12 months

3. Budget

Estimate to be \$700,000 to \$900,000

We anticipate the following expenses for the project:

1. Construction Costs:

- Materials and labor for building construction.
- Plumbing, electrical, and HVAC systems.
- Elevators (if applicable).

2. Design and Engineering Fees:

- Architectural design.
- Structural engineering.
- Landscape design.

3. Permits and Legal Fees:

- Zoning permits.
- Environmental impact assessments.
- Legal consultations.

4. Contingency Budget:

- We recommend allocating 10% of the total project cost for unforeseen expenses.

4. Community Impact

Our multifamily properties will contribute to the community in several ways:

1. Housing Availability:

- The new properties will provide much-needed housing options.
- Families, young professionals, and seniors will benefit from comfortable living spaces.

2. Neighborhood Enhancement:

- The modern design will enhance the neighborhood's visual appeal.
- Green spaces and amenities will foster community engagement.

5. Conclusion

We are committed to delivering a high-quality multifamily property that aligns with sustainability goals and community needs. We look forward to collaborating with stakeholders to create a vibrant and welcoming living environment.

Thank you for considering our proposal. If you have any further questions or require additional details, please feel free to reach out.

Sincerely,

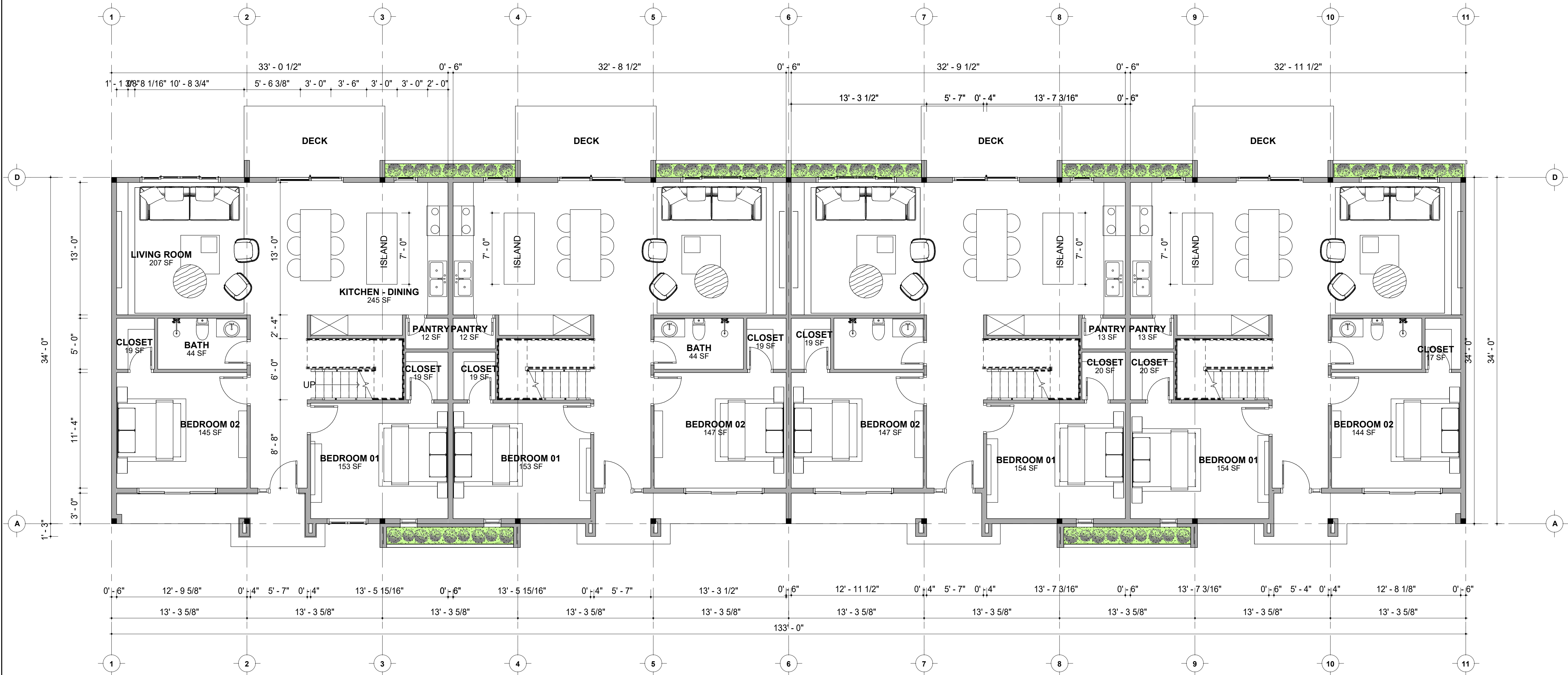
Tim Tran

OakNest Homes

402-707-1821

Tim.Tran@OakNestHomes.com





1 MAIN FLOOR PLAN
3/16" = 1'-0"

NOTE:

CLIENT:

Owner

Project Name

LOCATION

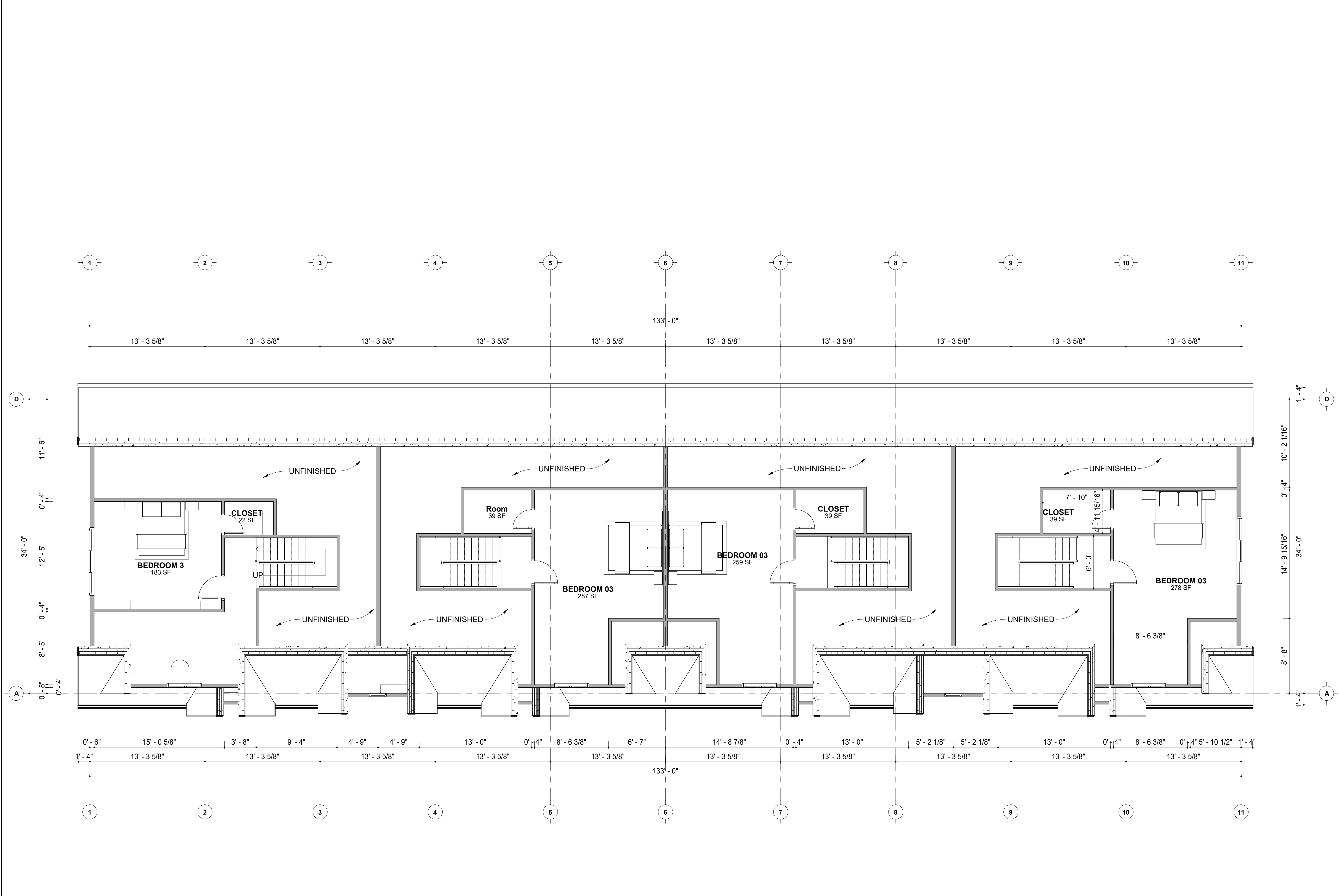


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PRELIMINARY	Issue Date	09-Mar-24 11:31:51 PM	3/16" = 1'-0"	REVISION
	FINAL			
	SCALE			

MAIN FLOOR PLAN

KT-1.01



1 ROOFTOP PLAN
3/16" = 1'-0"

NOTE:

CLIENT:

Owner

Project Name

LOCATION



0001

PRELIMINARY	Issue Date	09-Mar-24 11:31:52 PM	3/16" = 1'-0"	REVISION
	FINAL			
	SCALE			

ROOFTOP PLAN

KT-1.02

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

RESOLUTION NO. 24-88

A RESOLUTION ACCEPTING THE PROPOSAL FROM SAPP BROS INC., AND DISPOSE OF CITY PROPERTY GENERALLY LOCATED ALONG 23RD AVENUE AT SOUTH 24TH STREET.

- WHEREAS, the City released a Request for Proposals for the City-owned property legally described commencing at the southeast corner of said block 42, said point being on the west right-of-way line of south 24th street; thence along said west right-of-way line, south 02 degrees 12 minutes 33 seconds west, 33.07 feet to a point on the centerline of said vacated 25th avenue; thence along said centerline, north 87 degrees 16 minutes 52 seconds west, 30.78 feet to the true point of beginning; thence continuing along said centerline, north 87 degrees 16 minutes 52 seconds west, 101.14 feet to a point on the west line of said railroad addition; thence along said west line, north 02 degrees 13 minutes 22 seconds east, 593.90 feet to a point on a non-tangent curve, concave southwesterly, to which point a radial line bears north 58 degrees 25 minutes 02 seconds east, 598.50 feet; thence southeasterly, along said curve, through a central angle of 33 degrees 49 minutes 01 second, 353.24 feet; thence south 02 degrees 14 minutes 02 seconds west, 261.67 feet to the true point of beginning, City of Council Bluffs, Pottawattamie County Iowa; and
- WHEREAS, an offer from Sapp Bros, Inc. to purchase property for \$120,000; and
- WHEREAS, Sapp Bros Inc. is working with Pedcor, a multi-family housing developer, to potentially construct a new multi-family housing development on the westerly site currently owned by Sapp Bros, Inc and the consolidation of the properties will be beneficial for the redevelopment; and
- WHEREAS, it is determined it is in the best interest of the City to dispose of said property.

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

That the City does hereby accept the offer of Sapp Bros, Inc. to purchase the above described property for the sales price of \$120,000.

ADOPTED
AND
APPROVED:

March 25, 2023

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

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

Resolution 24-89
ITEM 4.D.

Council Action: 3/25/2024

Description Resolution rejecting all proposals submitted in accordance with the requests for proposals for the disposition of City owned property located at 1901 2nd Avenue.
Background/Discussion See attached staff report.
Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/18/2024
PH Notice	Notice	3/18/2024
RFP Response - OakNest Homes	Other	3/18/2024
Resolution 24-89	Resolution	3/20/2024

Council Communication

Department: Community Development	Resolution of Intent No. _____	Public Hearing: 3-25-2024
Applicant:	Resolution to Dispose No. _____	
Subject/Title Resolution rejecting all request for proposal responses for the property located at 1901 2 nd Avenue.		
Legal Description Lots 1 through 5, Block 7, Everett's Addition, City of Council Bluffs, Pottawattamie County, Iowa.		
Background/Discussion In February, the Community Development Department released a request for proposals (RFP) on the city-owned lot along South 24 th Street. One response was received for the RFP: 1. OakNest Homes wishes to purchase the property for \$60,000 to construct a four-unit townhome project. They plan to utilize the existing buildings on the property to create the units. Because the property is in a Zone AH Floodplain, FEMA only allows up to 50% of the total property value for renovation unless the structures are fully raised out of the floodplain. This has changed the estimated project cost from up to \$700,000 to no more than \$220,000 (50% of the appraised value of \$440,000). Based on the submitted proposals, Staff believes rejected the submitted proposal is in the best interest of the City. Compliance with the floodplain rules will be very difficult and may result in a project that cannot move forward. Additionally, the Parks Department is currently using the property for storage and if the City can only recapture \$60,000 for the sales price, it would not cover any costs potentially associated with creating additional storage.		
Recommendation The Community Development Department rejecting all submitted bids for the 1901 2 nd Avenue site.		
Attachments 1. Approved Request for Proposals 2. Public Hearing Notice 3. Submitted proposal from OakNest Homes 4. Resolution		

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

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to dispose of property described Lots 1 through 7, Block 7, Everett's Addition, City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 25th day of March, 2024, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush

City Clerk

CDH



Actions ▾

2024 - 16 (Disposition of 1901 2nd Ave for Redevelopment) Unsealed

Response Submitted - 3/12/2024 03:58:10 PM (CT)

Bid event has closed. Bid responses can no longer be submitted.

Award

Event Details

Questions

Activities

Attachments

Attributes

Response Attachments

Response Submission

Supplier Response Summary

Response Total: \$0.00

General/Corporate Address

Supplier Name OakNest Homes
Address 6648 Park Crest Drive
Papillion, NE 68133
Phone (402) 707-1821
Fax
Contact Name
Email

Your User Profile

Title Owner of OakNest Homes
Name Tim Tran
Office Phone (402) 707-1821
Fax Phone
Mobile Phone (402) 707-1821
Email tim.tran@oaknesthomes.com

Digital Signature

By submitting your response, you certify that you are authorized to represent and bind your company.

Your Full Name: Tim Tran Your Email Address: tim.tran@oaknesthomes.com

Bidder Information

- ## Business Information

- $\overline{2}$

2. Business Structure:

☐ Cooperative
☐ Partnership

☐ Corporation
☐ Sole Proprietorship

☒ Limited Liability Company
☐ Individual

☐ Non-Profit / Government

3. Is business currently located within Council Bluffs and relocating? ☐ Yes ☒ No

If Yes, list current business location: _____

Project Information

1. Describe in detail the proposed project. (Include project proposed project, timeline with dates, building renovation and construction, onsite infrastructure improvements, etc.). Use additional pages as necessary.

SEE SEPERATE ATTACHED FILES FOR PROPOSAL PLAN AND OTHER RELATED DETAILS

Project Timeline <i>(add additional rows as needed)</i>	Beginning Activity Date	Activity Completion Date
Phase 1 - Preparation and Planing	04-01-2024	06-30-2024
Obtain permits and approvals		
Architectural and Engineering design		
Phase 2 - Construction	7-01-2024	03-30-2025
Demolition, site preparation, structural modification, utilities work, interior finished, Garage conversion		
Total estimated timeline: 9.5 months		

Project Budget

1. Please complete the budget below. Include only anticipated to incur directly:

Use of Funds	Estimated Cost	Source A	Source B	Source C
Purchase the property	60,000.00	60,000.000		
Renovate the property	500,000.00		500,000.00	
TOTAL	\$ 560,000	\$ 60,000	\$ 500,000	\$

2. Please complete the chart below with proposed financing for the project:

Estimated Financing			
Source of Funds	Amount	Form of Funds	Conditions
Add additional lines as needed		(Loan or cash)	
Source A:	\$ 60,000	Cash	Cash to buy the property
Source B:	\$ 500,000	Loan	Renovate
Source C:	\$		
TOTAL	\$ 560,000		

3. Outline any conditions for your proposed bid (i.e. rezoning, financing, etc):

NONE

4. Proposals will be evaluated on the following criteria:

- Price (20 points)
- Proposed Reuse (25 points)
- Neighborhood Compatibility (20 points)
- Feasibility (20 points)
- Timeframe (10 Points)
- Other (5 points)

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements. All bids are final, no bids received may be withdrawn or amended after being duly received and recorded by the City of Council Bluffs.

Name: Tim Tran

Title: Owner of OakNest Homes

Signature: 

1902 2nd Ave Redevelopment

Proposal: Conversion of Current Empty Building into 4 units Townhouses (Details layout is attached)

Project Overview

We (Oaknest Homes) are excited to present our proposal for converting the current empty building into four townhouse units. Our goal is to create modern, comfortable living spaces that seamlessly blend indoor and outdoor elements. Here are the details:

1. Unit Layout

Each townhouse unit will feature:

- **Main Floor:**
 - Open concept design integrating the kitchen and living room.
 - Cozy living area with plush sofas, warm lighting, and a coffee table.
 - Modern kitchen with sleek cabinetry, durable countertops, and energy-efficient appliances.
 - Spacious bathroom.
 - Central kitchen island for meal prep and casual dining.
- **Second Level:**
 - One bedroom for privacy and relaxation.
- **Total square footage per unit: 1,000 SF**

2. Building Renovation:

- The existing building will undergo extensive renovation to accommodate the new layout.
- Structural modifications, plumbing, electrical work, and insulation will be carried out.
- Interior finishes (flooring, walls, ceilings) will be upgraded to meet modern standards and code.

3. Shared Garage

The second building will be transformed into a shared garage, accommodating up to four cars. Proper ventilation and lighting will ensure convenience and safety for residents.

4. Backyard Oasis

We understand the importance of outdoor spaces. The backyard will be a serene oasis where residents can unwind and enjoy nature. Here's what we envision:

- **BBQ Area:**
 - A designated space for outdoor grilling and gatherings.
- **Grassy Lawn:**
 - Lush green grass for picnics, sunbathing, or playtime.
 - Shade trees and flowering plants to enhance the natural beauty.
 - Perhaps a small garden area for herbs and flowers.

5. Timeline

Our estimated timeline for this project is as follows:

- **Phase 1 (Preparation and Planning):**
 - Obtain permits and approvals: 2 months.
 - Architectural and engineering design: 1 month
- **Phase 2 (Construction):**
 - Demolition and site preparation: 1 month
 - Structural modifications and framing: 2 months
 - Plumbing and electrical work: 1.5 months
 - Interior finishes: 2 months
 - Garage conversion: 1 month

Total estimated timeline: 9.5 months

6. Budget

We will provide a detailed cost breakdown, but anticipate the following expenses:

- Construction materials
- Labor
- Permits and design fees.
- Contingency budget (10% of total cost)

7. Community Impact

Our project holds significant potential to positively impact the community in several ways:

1. **Revitalization of Current Space:**
 - By transforming the empty building into vibrant townhouses, we breathe new life into an otherwise empty area.
 - The revitalization contributes to the neighborhood's overall aesthetics and attractiveness.

2. Increased Housing Availability:

- The creation of four townhouse units addresses the pressing need for housing in the area.
- Families and individuals will benefit from comfortable, well-designed living spaces.

3. Strengthening Community Bonds:

- The shared garage and backyard space encourage interaction among residents.
- Neighbors can connect during BBQs, gardening, or casual conversations in the common areas.

8. Conclusion

We are committed to excellence and collaboration. Our team is excited to embark on this transformation journey, creating homes that blend functionality, aesthetics, and community spirit. We look forward to working closely with stakeholders, ensuring a successful project that enhances the quality of life for all.

Thank you for considering our proposal. If you have any further questions or require additional details, please feel free to reach out.

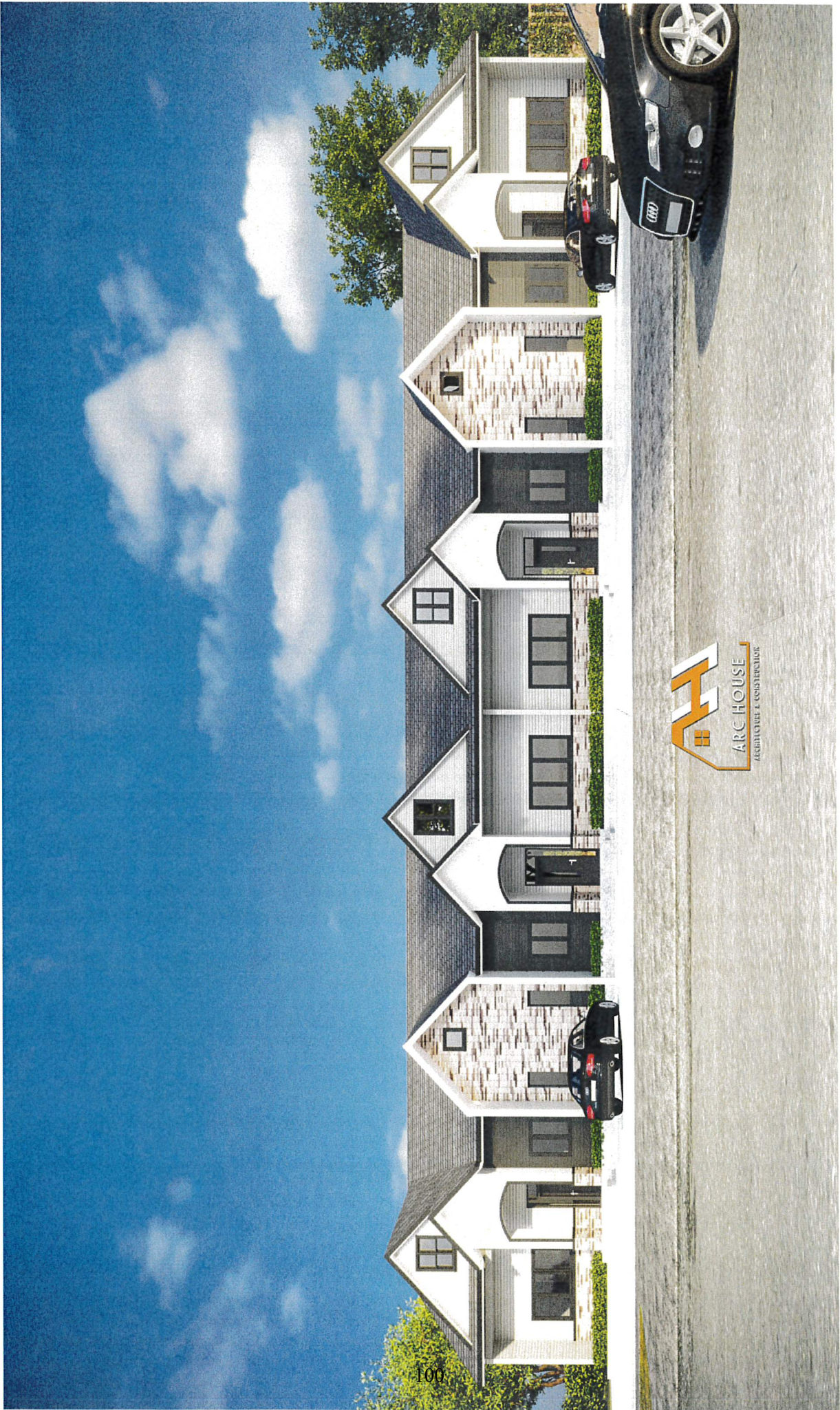
Sincerely,

Tim Tran

OakNest Homes

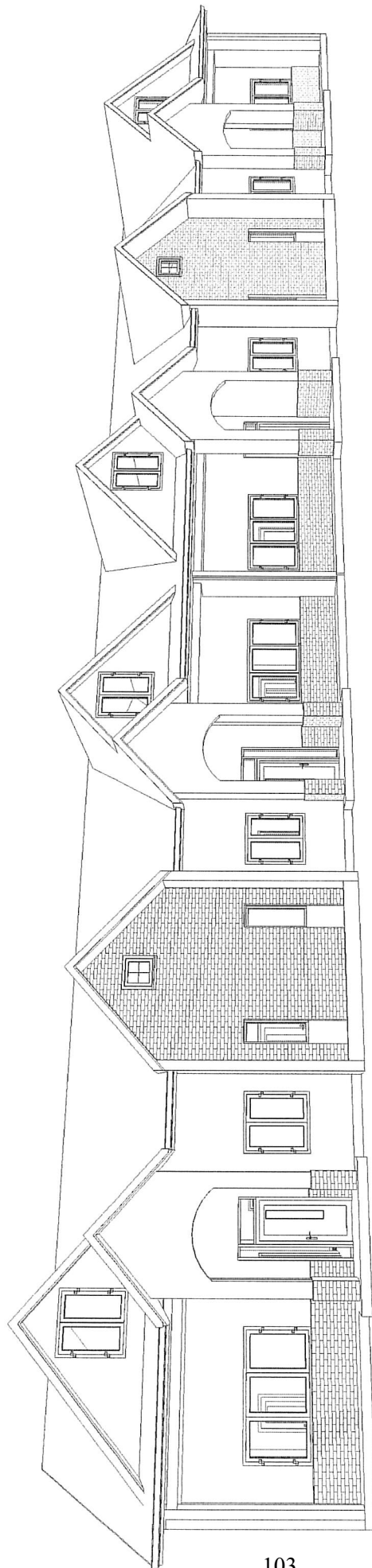
402-707-1821

Tim.Tran@OakNestHomes.com









NOTE:

Owner:
CLIENT:

Project Name

LOCATION

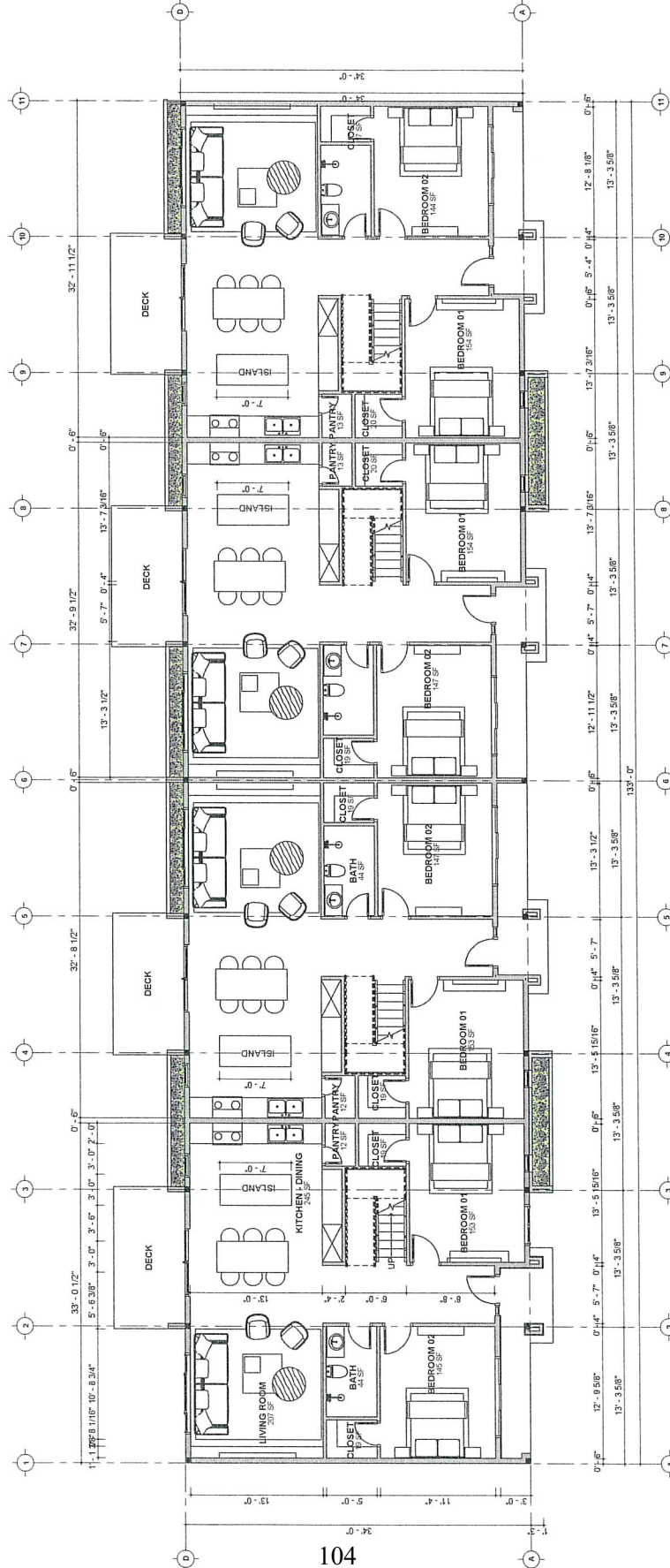


0001

REVISION	SCALE	FINAL	PRELIMINARY
3/16" = 1'-0"	09/Mar/24 11:31:51 PM		
Issue Date			

MAIN FLOOR PLAN

KT-1.01



MAIN FLOOR PLAN
3/16" = 1'-0"

NOTE:

CLIENT: Owner

Project Name LOCATION

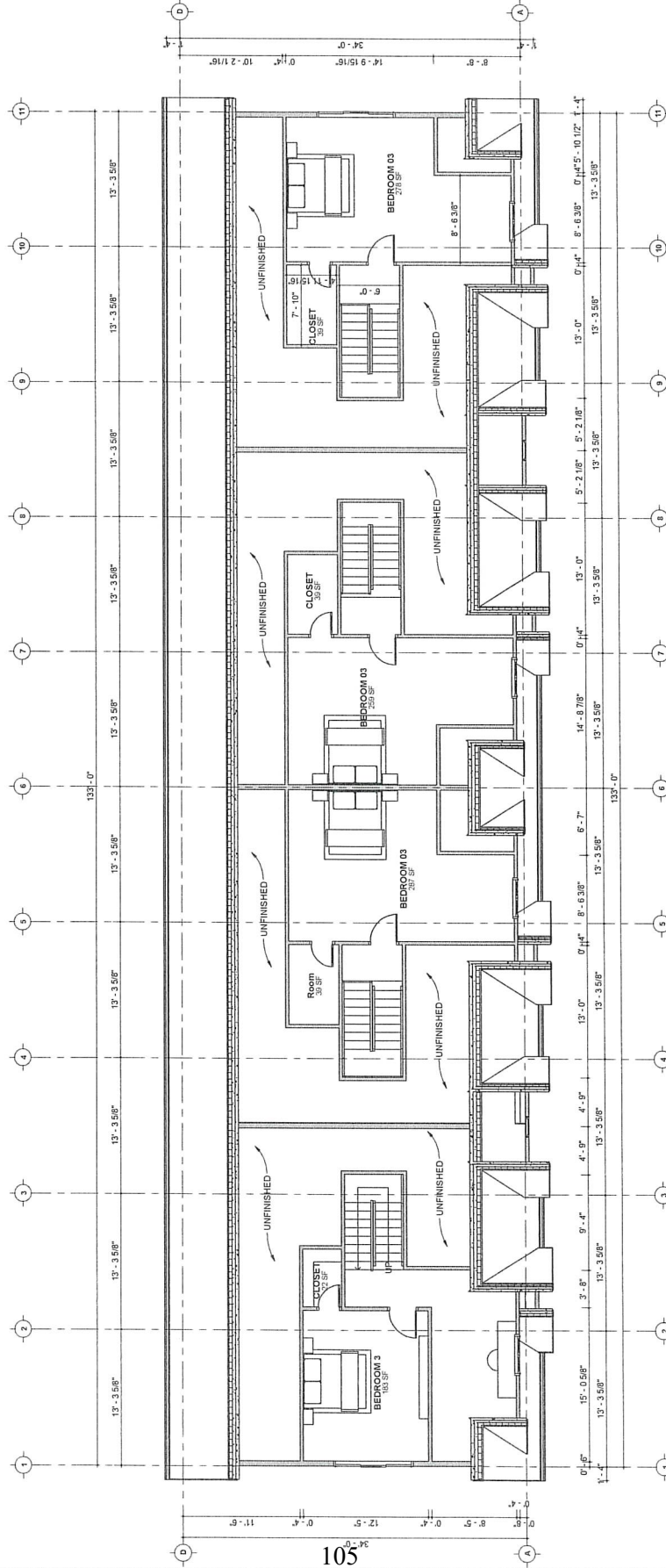


0001

REVISION	SCALE	FINAL	PRELIMINARY
3/16" = 1'-0"	02-MAR-24	11:31:52 PM	Issue Date

ROOFTOP PLAN

KT-1.02



ROOFTOP PLAN
3/16" = 1'-0"

Courtney Harter

From: Tim Tran <tim.tran@oaknesthomes.com>
Sent: Friday, March 15, 2024 5:38 PM
To: Courtney Harter
Subject: Re: Please help me forward this to Lora.
Attachments: image009.jpg

THIS MESSAGE IS FROM AN EXTERNAL SENDER.

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

[Learn to spot a phishing message](#)

Courney,

Thanks for sharing this information with me. I thought if we keep the structure unchanged, we can convert it to 4 units. I didn't know about the dollars limitations. Does 220k include the purchase price or rehabilitation cost only? I can make it work, but I would need full 220 strictly for rehabilitation. I can't do fancy modifications as in the picture, but I can simplify and make it work.

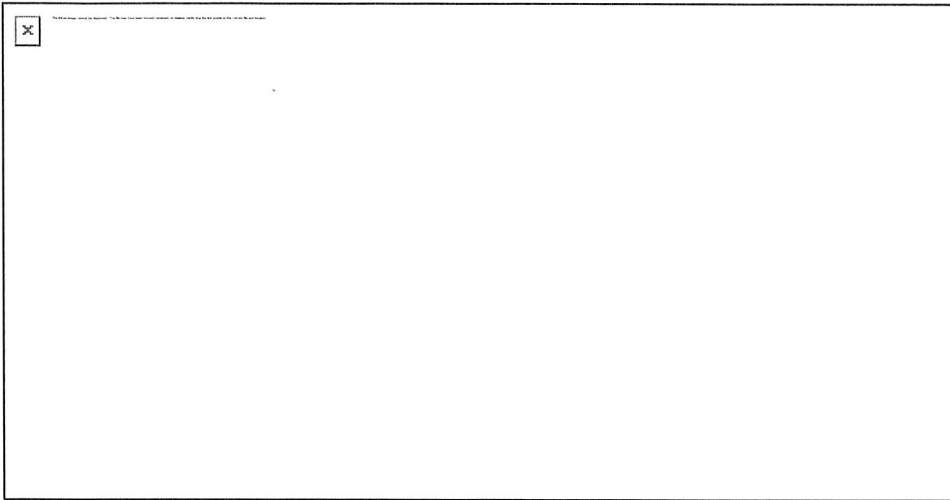
I can run the number again and see if I can make it work with 4 units, if not we maybe have to reduce it to 2 units or 3 units. I think we have budget to make it work with 220k not included the 60k purchase price.

I can schedule a meeting with you next week and we can talk in detail if you like.

Thanks,
Tim

On Fri, Mar 15, 2024, 3:46 PM Courtney Harter <charter@councilbluffs-ia.gov> wrote:

Thanks for sharing. One concern I have about the proposal is that the buildings are currently in an in a flood zone AH. FEMA guidelines only allow rehabilitation of the property up to 50% of the value (\$440,000 so \$220,000) before all floodplain mitigation requirements kick in. With your proposal, the site would need to be elevated out of the floodplain so repurposing the structures would be very difficult.



Courtney Harter

Director of Community Development

City of Council Bluffs

209 Pearl Street, Council Bluffs, IA 51503

D: (712) 890-5354 / O: (712) 890-5350

[Visit Council Bluffs Online](#)



From: Tim Tran <tim.tran@oaknesthomes.com>
Sent: Friday, March 15, 2024 9:15 AM
To: Courtney Harter <charter@councilbluffs-ia.gov>
Subject: Re: Please help me forward this to Lora.

THIS MESSAGE IS FROM AN EXTERNAL SENDER.

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

[Learn to spot a phishing message](#)

THANK YOU Courney!

In the meantime, if you have any other questions, please don't hesitate to let me know.

FYI - Attached is my current active GC licence in CB, just in case you need it.

Have a great day and weekend!

Thanks,

On Fri, Mar 15, 2024 at 8:47 AM Courtney Harter <charter@councilbluffs-ia.gov> wrote:

Thank you for the information. I will let you know when we have made a decision.

Courtney Harter

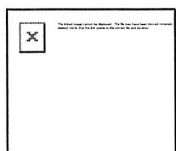
Director of Community Development

City of Council Bluffs

209 Pearl Street, Council Bluffs, IA 51503

D: (712) 890-5354 / O: (712) 890-5350

[Visit Council Bluffs Online](#)



From: Tim Tran <tim.tran@oaknesthomes.com>

Sent: Thursday, March 14, 2024 8:41 AM

To: Courtney Harter <charter@councilbluffs-ia.gov>

Subject: Re: Please help me forward this to Lora.

THIS MESSAGE IS FROM AN EXTERNAL SENDER.

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

[Learn to spot a phishing message](#)

Thank You Courtney for the information.

Sorry to confuse you with the 1902 2nd Ave buildings. My proposal is not to demolish it. My plan is to keep the current structure the same, but modify and convert it into a townhouse with 4 units. The front of the building needs an extensive modification into a new look. Inside I need to build out a functional townhouse, including a kitchen, living room, 3 beds room (one upstairs), 1 bathroom. All utilities will need to be re-run for each unit.

The 2nd building, I will convert it into a shared 4 to 6 car garage for the residents.

For the South 24th 1.3 acres land, with the same plan, but I will build it from the ground up.

On Thu, Mar 14, 2024 at 6:51 AM Courtney Harter <charter@councilbluffs-ia.gov> wrote:

Good Morning Tim,

Lora's email is lflom@councilbluffs-ia.gov

Also, can you please confirm for the 1901 2nd Ave RFP response you plan to demolish the two existing structures? Just a reminder this site is in the floodplain and will need raised out for the type of improvements suggested.

Courtney Harter

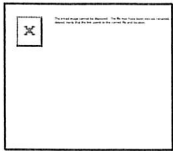
Director of Community Development

City of Council Bluffs

209 Pearl Street, Council Bluffs, IA 51503

D: (712) 890-5354 / O: (712) 890-5350

[Visit Council Bluffs Online](#)



From: Tim Tran <tim.tran@oaknesthomes.com>
Sent: Wednesday, March 13, 2024 3:23 PM
To: Courtney Harter <charter@councilbluffs-ia.gov>
Subject: Please help me forward this to Lora.

THIS MESSAGE IS FROM AN EXTERNAL SENDER.
Look closely at the SENDER address. Do not open ATTACHMENTS unless expected. Check for INDICATORS of phishing. Hover over LINKS before clicking.
[Learn to spot a phishing message](#)

Courtney,

This is Tim, I met you at the walk through on the building of 1901 2nd street. I need to respond to Lora's inquiry and I don't want to answer it through Iconwave to a massive audience. Can you let me know her email address?

2nd thing - I have submitted for the bid number 2024-16 and 2024-17, but the attached file has the 3D rendering of the proposal. Can you add this to my 2 bids (same proposal for 2 projects).

THANK YOU !!! for your help



--



Tim Tran

OakNest Homes

402-707-1821

--



Tim Tran

OakNest Homes

402-707-1821

--



Tim Tran

OakNest Homes

402-707-1821

RESOLUTION NO. 24-89

A RESOLUTION REJECTING ALL SUBMITTED PROPOSALS FOR THE DISPOSITION OF CITY-OWNED PROPERTY LOCATED AT 1901 2ND AVENUE.

- WHEREAS, the City released a Request for Proposals for the City-owned property legally described Lots 1 through 5, Block 7, Everett's Addition, City of Council Bluffs, Pottawattamie County, Iowa. and
- WHEREAS, an offer from OakNest Homes to purchase property for \$60,000 to create a \$560,000 four-unit townhouse development; and
- WHEREAS, the property is located within the floodplain, which only allows up to 50% of the established property value for renovation before the structures must be raised out of the floodplain; and
- WHEREAS, this stipulation will not allow renovation to occur at the proposed construction cost; and
- WHEREAS, it is determined it is in the best interest of the City to reject the proposal.

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

That the City does hereby reject all offers on the property located at 1901 2nd Avenue.

ADOPTED
AND
APPROVED:

March 25, 2023

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

Department: Community Development
Case/Project No.: OTB-24-005
Submitted by: Moises Monrroy, Planner

Resolution 24-90
ITEM 4.E.

Council Action: 3/25/2024

Description Resolution to dispose of City property legally described as the east 29 1/3 feet of Lot 19 and the west 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition. Location: the property formerly addressed as 2914 8th Avenue. OTB-24-005
--

Background/Discussion See attached staff report.
--

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/15/2024
Attachment A: Zoning/Location Case Map	Map	3/15/2024
Attachment B: Letter of Intent	Letter	3/15/2024
Resolution 24-90	Resolution	3/20/2024

City Council Communication

Department: Community Development	Reso. of Intent No. _____	Set Public Hearing: 3/11/2025
CASE #OTB-24-005	Reso. to dispose No. _____	Public Hearing: 3/25/2025
Applicant: The 712 Initiative 1228 South Main Street Council Bluffs, IA 51503		

Subject/Title

Request: Set public hearing on the request of The 712 Initiative to purchase City owned property legally described as the East 29 1/3 feet of Lot 19 and the West 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition, City of Council Bluffs, Pottawattamie County, Iowa. The property was formerly addressed at 2914 8th Avenue.

Background/Discussion

The City has received an offer from The 712 Initiative to purchase the property described above. The property is classified as ‘transitional dispose’ and ‘buildable.’ The subject property was acquired by the City of Council Bluffs in January of 2023 via a 657a Petition through the Iowa District Courts. There is an existing single-family residential structure on the subject property which is currently boarded up. As is stated in the adopted *Inventory and Disposal Policy for Surplus City Property*, the property would not be eligible for a forgivable mortgage as it has not been actively marketed on the Surplus Property list for more than the required 24 months.

The City typically acquires property via a 657a Petition when a residential structure falls into disrepair and becomes uninhabitable. Once the property is acquired, the City demolishes the structure and sells it to an interested party so they may build a new residential structure. In this instance, the applicant wishes to acquire the subject property in its existing condition in order to rehab the single-family dwelling structure as part of the 712 Housing Revitalization Program. As per the applicant’s letter of intent, the proposed improvements will be completed in 90 days. Once renovations are completed, the applicant intends to sell the single-family dwelling for owner occupancy.

According to the *Inventory and Disposal Policy for Surplus City Property*, adopted by City Council on April 23, 2018, the property should be priced at the most recent assessed value, which on this property would be \$60,900.00. The applicant has offered 10% of the assessed value (\$6,090.00) to purchase the property as improvements to rehabilitate the single-family dwelling would cost approximately \$100,000.00. The Community Development Department finds the applicant’s offer acceptable as the assessed value of the subject property does not accurately reflect the poor condition of the structure and the amount of investment to rehabilitate it to a livable condition. Furthermore, the City will not have to incur the cost to demolish the single-family dwelling structure at this site if the property is sold in its existing condition. The applicant has submitted a \$6,090.00 down payment.

The following costs have been incurred on the subject property:

Planning and Code Compliance Division: Nuisance removal:	\$ 9,336.00
<u>Permits and Inspections Division: Board-up:</u>	<u>\$ 1,022.00</u>
Total	\$ 10,358.00

Recommendation

The Community Development Department recommends approval of the request of The 712 Initiative to purchase City owned property legally described as the East 29 1/3 feet of Lot 19 and the West 21 2/3 feet of Lot 20, all in

Block 23, Omaha Addition, City of Council Bluffs, Pottawattamie County, Iowa for the reasons stated above and subject to the following conditions:

- A. The purchase price shall be \$6,090.00.
- B. Closing must occur within 60 days of the date of approval.

Attachments

Attachment A: Zoning/Location Case Map
Attachment B: Letter of Intent

Prepared by: Moises Monrroy, Planner

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

Legend

 Subject Property

0 15 30
1 Inch = 33 Feet



Last Amended: 02/28/2024



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

DISCLAIMER

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



Attachment B

THE 712 INITIATIVE

To: City of Council Bluffs
Att: The Planning Department

From: Matthew Ellis / Construction Project Manager
The 712 Initiative
1228 S. Main Street
Council Bluffs, IA 51503

The 712 Initiative is providing this letter as representative of our intent to purchase the property at 2914 8th Ave, Council Bluffs IA. Our intent is to refurbish this blighted property, creating a nice, safe home for future residents. We will work with community partners and the City to meet all current regulations. We have an estimated scope of work and a 90 day timeline to get the property finished and on the market. We are excited to continue our work within the Council Bluffs community. Please reach out with any and all questions you may have.

Matthew Ellis
Construction Project Manager
The 712 Initiative

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

RESOLUTION NO. 24-90

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

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

WHEREAS, a public hearing was held in this matter on March 25, 2024 at 7:00 p.m.

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

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

The 712 Initiative: The East 29 1/3 feet of Lot 19 and the West 21 2/3 feet of Lot 20, all in Block 23, Omaha Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That the purchase price be \$6,090.00. Closing must occur within 60 days of the date of approval.

BE IT FURTHER RESOLVED

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

ADOPTED

AND

APPROVED:

March 25, 2024.

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.: OTB-24-003 & OTB-24-004
Submitted by: Marianne Collins, Housing &
Economic Development Planner

Resolutions 24-91 and 24-92
ITEM 4.F.

Council Action: 3/25/2024

Description
Resolution to dispose of City property located at 827 16th Avenue. OTB-24-003
Resolution to dispose of City property located at 1709 4th Avenue. OTB-24-004
Background/Discussion
See attached staff report.
Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/15/2024
Attachment A: Location Map 827 16th Avenue	Map	3/15/2024
Attachment B: Location Map 1709 4th Avenue	Map	3/15/2024
Attachment C: IonWave Application	Other	3/15/2024
Resolution 24-91	Resolution	3/20/2024
Resolution 24-92	Resolution	3/20/2024

Council Communication

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

Recommendation

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

Attachments

Attachment A: Location Map 827 16th Avenue

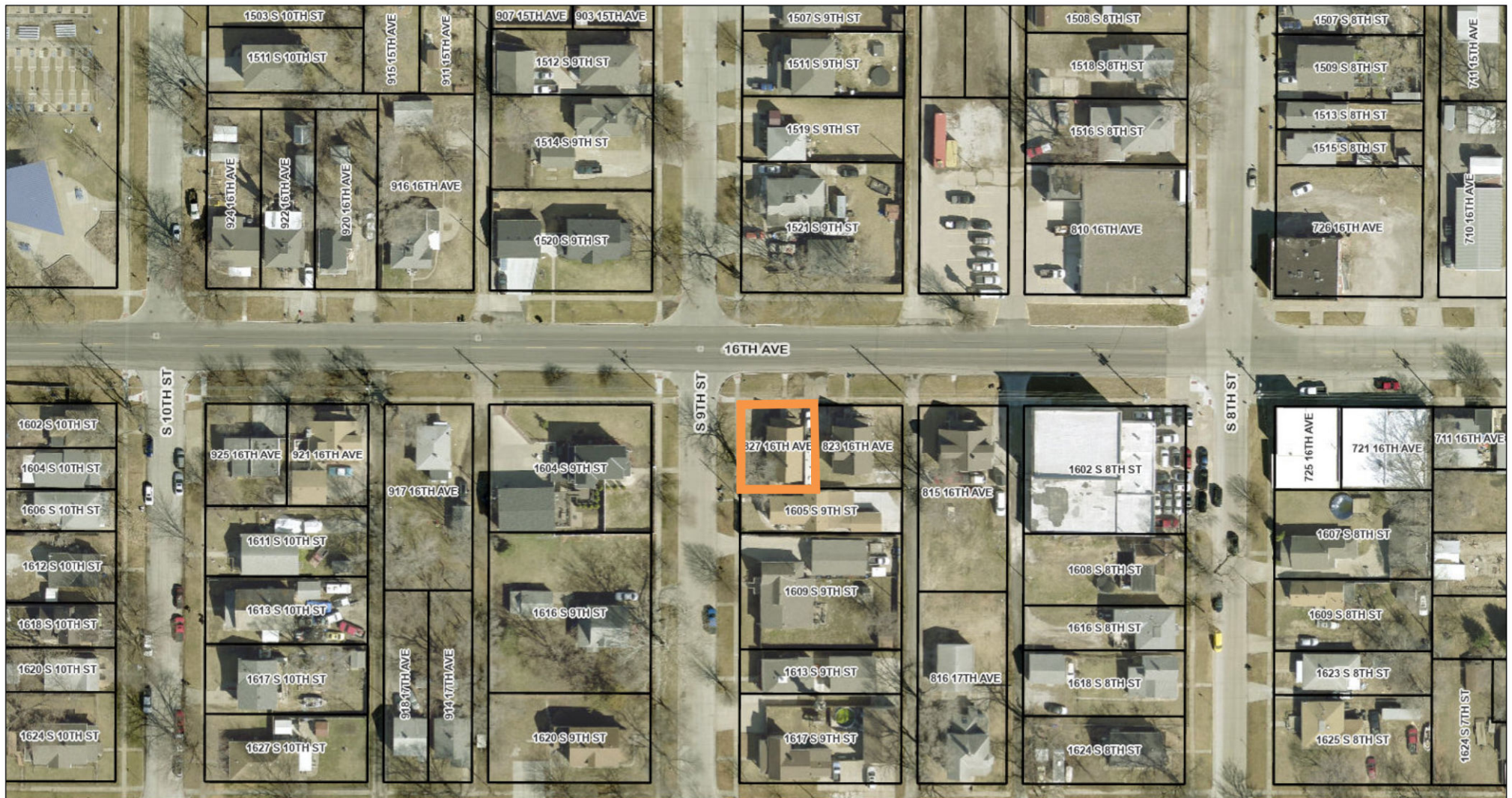
Attachment B: Location Map 1709 4th Avenue

Attachment C: IonWave Application

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

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

Location Map 827 16th Avenue



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

Lines

Override 1

Centerline Labels •

HWY Labels •

Parcel Line HD •

N

— Y

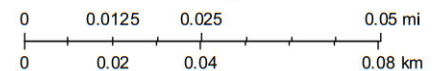
Building Footprints HD •

Parcel Mask HD •

Parcel Labels ~

Parcel Info •

1:1,128



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

Web AppBuilder for ArcGIS

Location Map 1709 4th Avenue

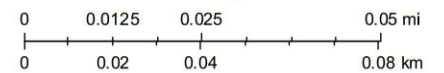


12/21/2023, 1:32:36 PM

Lines

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

1:1,128



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

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

Proposal and Submittal Requirement Form:

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

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

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

- a. Project contact person with all contact information:

_____ Miguel Santacruz 712 3148741 miguelsantacruz@gmail.com _____

- b. Insurance information:

_____ Anchor Insurance Agency, Inc _____

2. Contractor Experience

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

_____ Build over a dozen single family dwellings. _____

- b. List of all subcontractors:

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

- c. List of reference projects:

_____ 1212 17th Ave Council Bluffs IA 51501 _____

_____ 4024 Ave D Council Bluffs IA _____

Signature of Authorized Representative:

_____  _____

Print Name and Title: _____ Miguel Santacruz Owner _____

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

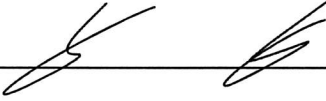
1. Option Selection (circle your selected option)

a. Option A: 827 16th Avenue

b. Option B: 1709 4th Avenue

c. Option C: Both Properties

Signature of Authorized Representative: _____



Print Name and Title: Miguel Santacruz - Owner

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

RESOLUTION NO. 24-91

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

WHEREAS, the City is disposing of City owned property located at 827 16th Avenue legally described as Howards Addition W 55 FT, Lots 1 & 21, Block 2, City of Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, a public hearing has been held in this matter on March 25, 2024 at 7:00 p.m.

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

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

USA Builders LLC, and all successors in interest: Property legally described as Howards Addition W 55 FT, Lots 1 & 21, Block 2, City of Council Bluffs, Pottawattamie County, Iowa.

BE IT FURTHER RESOLVED

That the purchase price be \$0.00. Property closing shall occur within 30 days of the date of approval.

BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED:

March 25, 2024

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

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

RESOLUTION NO. 24-92

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

WHEREAS, the City is disposing of City owned property located at 1709 4th Avenue legally described as Beers Subdivision, Lot 3, Block 45, City of Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, a public hearing has been held in this matter on March 25, 2024 at 7:00 p.m.

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

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

USA Builders LLC, and all successors in interest: Property legally described as Beers Subdivision, Lot 3, Block 45, City of Council Bluffs, Pottawattamie County, Iowa.

BE IT FURTHER RESOLVED

That the purchase price be \$0.00. Property closing shall occur within 30 days of the date of approval.

BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED:

March 25, 2024

Matthew J. Walsh

Mayor

ATTEST:

Jodi Quakenbush

City Clerk

Council Communication

Department: Community Development
Case/Project No.:
Submitted by: Marianne Collins, Housing &
Economic Development Planner

Resolution 24-93
ITEM 4.G.

Council Action: 3/25/2024

Description
Resolution approving and authorizing execution of an 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	3/15/2024
Purchase, Sale, and Development Agreement	Agreement	3/15/2024
Resolution 24-93	Resolution	3/20/2024

Council Communication

Department: Community Development	Resolution No.: 24 -	City Council: March 11, 2024 Public Hearing: March 25, 2024
Subject/Title Public hearing on the proposal to enter into a Development Agreement with Spin Lofts, LLC for the construction of a multi-family housing development.		
Background/ Discussion <u>Background</u> In 2009, the City began acquisition and demolition of structures on the 3.0 acres of land located at 21 st Avenue and South 6 th Street utilizing Community Development Block Grant (CDBG) and Neighborhood Stabilization (NSP) funds. The properties were considered blighted and/or in foreclosure at the time. After demolition and the release of a Request for Proposals (RFP), a proposal from CommonBond Communities was chosen. In November of 2012, Wabash Place LLLP entered into a purchase agreement with the City of Council Bluffs for the purchase of this property to develop an affordable multi-family housing project. However, after two unsuccessful Low Income Housing Tax Credit (LIHTC) applications, one Community Development Block Grant – Disaster application and two extensions on closing, the City of Council Bluffs terminated the purchase agreement with Wabash Place LLLP as of January 15, 2015. Then the City re-advertised the availability of the land in August 2015 and received two proposals. J Development was selected from the RFP process; however, this developer eventually withdrew their submittal siting the land was too low and that a significant amount of dirt would have to be brought onto the site to elevate the property. Because of the restrictions on NSP funding through the State of Iowa, it was determined the property would remain vacant until 2022 to release these requirements. Because CDBG funds were used as well, the City must meet the Housing and Urban Development (HUD) performance measure of creation of affordable housing on the property. This means at least 51% of all units constructed on the site must be rented/sold to persons at or below 80% of the median family income (MFI). <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. The City is updating the agreement with an increase in available Interlocal HOME Consortium Funds to \$800,000 and to adjust the unit count to 45 units. 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 Agreement will convey certain City-owned property land to Spin Lofts, LLC for \$100,000 and Arch Icon agrees to construct certain minimum improvements consisting of a 45 multi-family apartment building, together with related site improvements. The draft agreement has been finalized between City’s legal counsel and the developer and is ready for Council to review and will be voted on at the March 25, 2024 Public Hearing.		
Recommendation The Community Development Department recommends approval of resolution authorizing the Mayor to execute an agreement for private development with Spin Lofts, LLC providing HOME funds for the construction of a 45 unit multi-family development.		
Attachments Attachment: Draft - Purchase, Sale, and Development Agreement		

AMENDED AND RESTATED
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF COUNCIL BLUFFS, IOWA

AND

SPIN LOFTS, LLC

_____, 2024

AGREEMENT FOR
PRIVATE DEVELOPMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

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

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

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by Owner on the Development Property referred to in Article IV.

County means the County of Pottawattamie, Iowa.

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

Effective Date means the date of this Agreement.

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

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

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

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

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

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

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

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

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

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

State means the State of Iowa.

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

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

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay, including but not limited to storms, floods, fires, explosions, or other casualty losses; unusual weather conditions; strikes, boycotts, lockouts, or other labor disputes; wars, acts of terrorism, riots, or other civil or military disturbances; litigation commenced by third parties; unexpected material or labor shortages; or the acts of any federal, State, or local governmental unit (other than City with respect to City's obligations), including any unreasonable delays by the United States Department of Housing and Urban Development and/or the Iowa Finance Authority with respect to processing any timely-filed applications by Owner for the Project.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

b. This Agreement has been duly and validly authorized, executed, and delivered by Owner and, assuming due authorization, execution, and delivery by City, is in full force and effect and is a valid and legally binding instrument of Owner enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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

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

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

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

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

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

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

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

ARTICLE III. SALE AND PURCHASE OF DEVELOPMENT PROPERTY

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

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

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

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

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

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

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

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

Section 3.4. Real Estate Taxes and Special Assessments.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 4.1. Construction of Minimum Improvements.

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

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

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

d. Owner agrees that it shall permit designated representatives of City, upon at least twenty-four (24) hours' notice to Owner (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

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

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

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

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

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

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

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

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

Section 4.4. Real Property Taxes. Owner or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property owned by Owner as of the date such taxes become delinquent. Until Owner's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Owner shall be solely responsible for all assessments and taxes. Owner and its successors agree that prior to the Termination Date they will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.

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

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

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

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

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

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

ARTICLE VI. FURTHER COVENANTS OF OWNER

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII. CITY IMPROVEMENTS

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

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Owner agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Owner against City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements, or (iii) any hazardous substance or environmental contamination located in or on the Development Property occurring or arising subsequent to Closing.

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

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

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

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

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events:

- a. Failure by Owner to cause the construction of the Minimum Improvements, as applicable, to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;
- b. Failure by Owner to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, the Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, or the State Agreement;
- c. Transfer of Owner’s interest in the Development Property or this Agreement in violation of the provisions of this Agreement;
- d. Failure by Owner to pay ad valorem taxes on the Development Property or Minimum Improvements owned by Owner as of the date such taxes become delinquent;
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, owned by Owner, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. Owner shall:
 - i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. make an assignment for the benefit of its creditors; or
 - iii. admit in writing its inability to pay its debts generally as they become due; or
 - iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Owner as bankrupt or either entity’s reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Owner or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Owner, and shall not be discharged within ninety (90) days after such appointment, or if Owner shall consent to or acquiesce in such appointment; or
- g. Any representation or warranty made by Owner in this Agreement, or made by Owner in any written statement or certification furnished by Owner pursuant to this Agreement, shall prove to have

been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by City to Owner and to the holder of the First Mortgage (but only to the extent City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Owner does not provide assurances reasonably satisfactory to City that the Event of Default will be cured as soon as reasonably possible:

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

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

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Owner herein contained, Owner agrees that it shall, on demand therefor, pay to City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by City in connection therewith.

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

equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of City, as the case may be, under this Agreement.

ARTICLE XI. MISCELLANEOUS

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

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

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

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

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

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

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

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

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

Interlocal HOME-ARP Agreement, and the State Agreement, all of which survive the execution of this Agreement and are incorporated by reference herein. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such landowner, contractor, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

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

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

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

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

STATE OF _____)
) SS
COUNTY OF _____)

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

Notary Public in and for said state

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

EXHIBIT A
MINIMUM IMPROVEMENTS

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

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

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

IFA SUBMITTAL

Site Plan



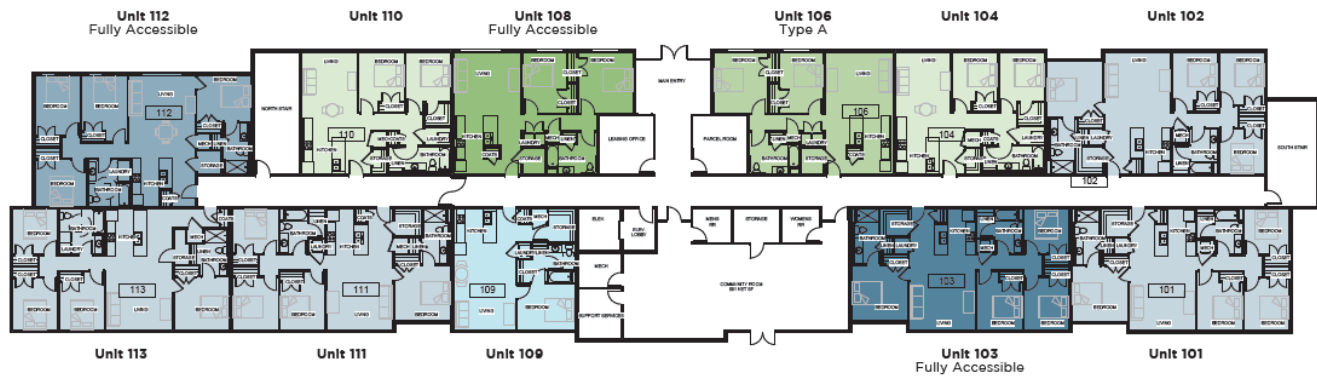
ALLEY POYNER MACCHJETTO ARCHITECTURE

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

Exhibit A-2

Execution Version

Floor Plans



Ground Floor

Unit Mix:

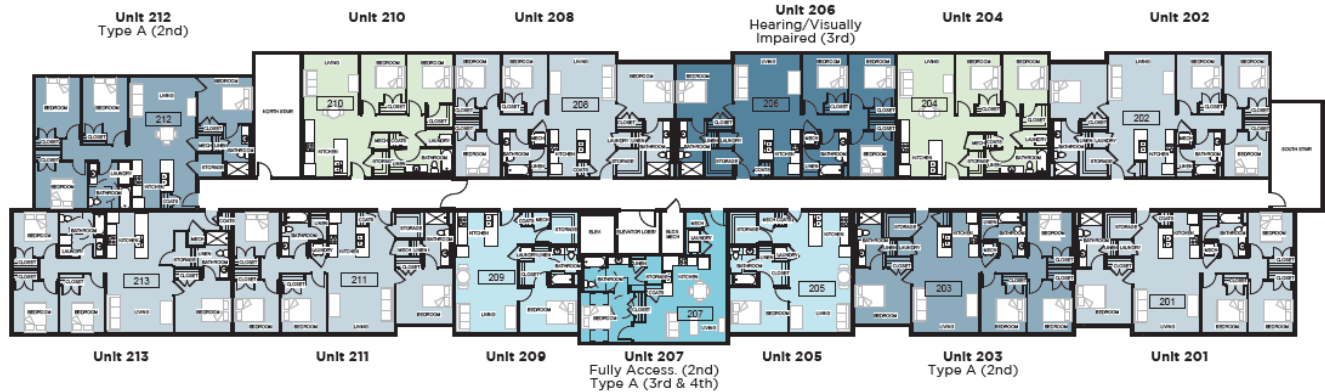
101	4-Bed	1187 SF	
102	4-Bed	1187 SF	
103	4-Bed	1187 SF	Fully Accessible
104	2-Bed	831 SF	
106	2-Bed	915 SF	Type A
108	2-Bed	915 SF	Fully Accessible
109	1-Bed	688 SF	
110	2-Bed	831 SF	
111	4-Bed	1187 SF	
112	4-Bed	1251 SF	Type A
113	4-Bed	1209 SF	

Total 11,388 SF

ALLEY POYNER MACCHIETTO ARCHITECTURE

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

Floor Plans



2nd-4th Floors

Unit Mix:

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

Total 13,271 SF

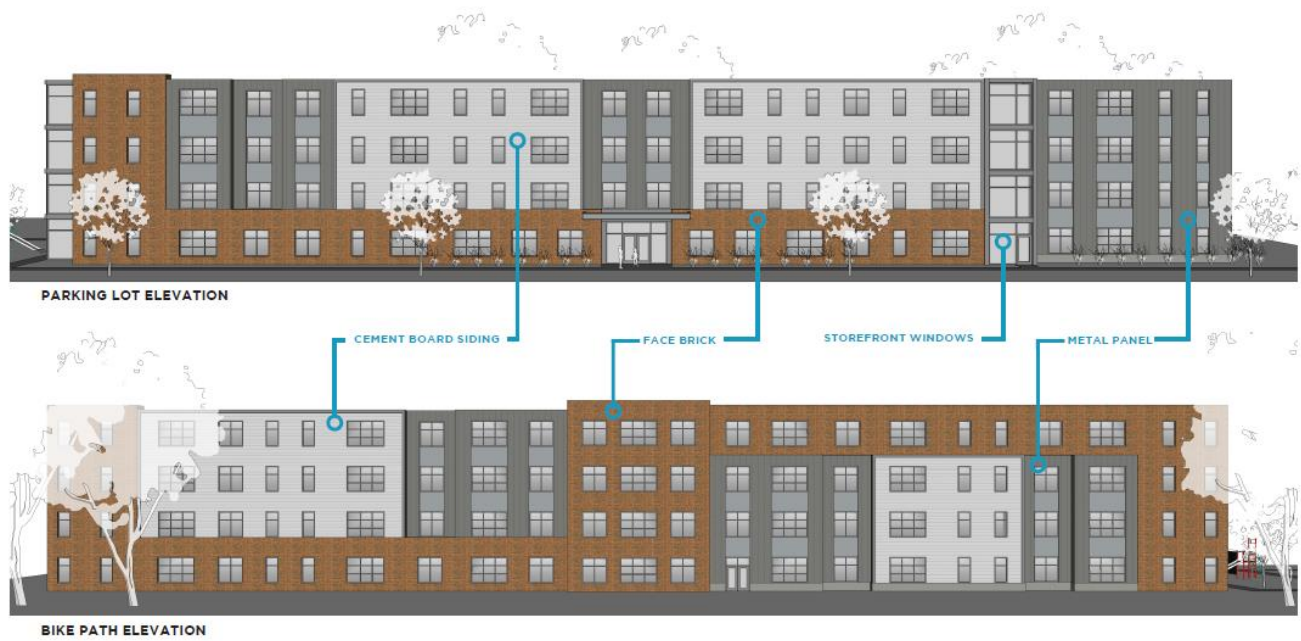
ALLEY POYNER MACCHIETTO ARCHITECTURE

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

Exhibit A-3

Execution Version

Exterior Elevations



ALLEY POYNER MACCHIETTO ARCHITECTURE

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

Exterior Views



ALLEY POYNER MACCHIETTO ARCHITECTURE

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

Exhibit A-4

Execution Version

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

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

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

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

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

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

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

Exhibit B-1

Draft Version

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

(the “Development Property”); and

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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

Exhibit B-2

Draft Version

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

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

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

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

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

SPIN LOFTS, LLC, an Iowa limited liability company

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

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

By: _____
Darin Smith, Manager

STATE OF _____)
) SS
COUNTY OF _____)

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

Notary Public in and for said state

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

Exhibit B-5

Draft Version

DRAFT – DO NOT SIGN UNTIL CLOSING

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

**EXHIBIT C
SPECIAL WARRANTY DEED**

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

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

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

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

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

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

Exhibit C-1

Draft Version

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

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

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

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

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

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

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

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

Dated: _____

Exhibit C-2

Draft Version

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

DRAFT – DO NOT SIGN UNTIL CLOSING

By: _____
Matt Walsh, Mayor

ATTEST:

DRAFT – DO NOT SIGN UNTIL CLOSING

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

Notary Public in and for the State of Iowa

[Signature page to Special Warranty Deed]

EXHIBIT D
CERTIFICATE OF COMPLETION

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

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

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

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

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

(the “Development Property”); and

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

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

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

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

[Signature page follows]

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

DRAFT – DO NOT SIGN UNTIL IMPROVEMENTS COMPLETE

By: _____
Matt Walsh, Mayor

ATTEST:

DRAFT – DO NOT SIGN UNTIL IMPROVEMENTS COMPLETE

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

Notary Public in and for the State of Iowa

[Signature page to Certification of Completion]

EXHIBIT E

INTERLOCAL HOME AGREEMENT

EXHIBIT F

INTERLOCAL HOME-ARP AGREEMENT

02311652\10342-177

Resolution 24-93

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

March 25, 2024

7:00 P.M.

- Public hearing on the proposal to convey real property to Spin Lofts, LLC, pursuant to a proposed 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 an 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.**

March 25, 2024

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

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposed conveyance of an interest in real property pursuant to a proposed 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 AN 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 _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 24-93

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN 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 ("Developer") entered into an Agreement for Private Development on June 13, 2022 ("Original Agreement") in which the Developer was to acquire certain property from the City, which property is legally described as follows:

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

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

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

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

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

(the "Development Property"); and

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

Original Agreement and the Developer was to cause certain Minimum Improvements, including a 50 Housing Unit, multi-family apartment building, together with all related site improvements, to be constructed on the Development Property; and

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

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

WHEREAS, pursuant to notice published as required by law, the City Council of the City of Council Bluffs on the 25th day of March, 2024, 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 25th day of March, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

WITNESS my hand and the seal of the Council hereto affixed this 26th day of March, 2024.

City Clerk, City of Council Bluffs, State of
Iowa

(SEAL)

02316285\10342-177

Council Communication

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

Ordinance 6602
ITEM 5.A.

Council Action: 3/25/2024

Description

Ordinance to amend Chapter 3.62 Solicitors by amending Section 3.62.100 "Prohibited Acts"

Background/Discussion

being amended to add the following as a prohibited act:
E. circulate, distribute, scatter or place any material on the city's public streets, alleys, sidewalks, public grounds and places, or on automobiles or other vehicles private or public and which may be parked on the city's public streets, alleys or parking lots or on any private lots within the city.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Redline Ordinance	Ordinance	3/20/2024
Ordinance 6602	Ordinance	3/20/2024

ORDINANCE NO.

AN ORDINANCE TO AMEND CHAPTER 3.62 SOLICITORS BY AMENDING SECTION 3.62.100 "PROHIBITED ACTS;

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

3.62.100 Prohibited Acts

No Solicitor, or person making street sales, shall:

- A. Shout, blow on a horn, ring a bell, or use any loudspeaker or amplifying system for the purpose of advertising or otherwise announcing his or her wares, or business activities, except as may be permissible under any other ordinance of the city of Council Bluffs, Iowa, or statute of the state of Iowa, and such acts shall be specifically prohibited after 9:00 p.m. and before 9:00 a.m. on any day of the week;
- B. Have any right to any location in the public streets or ways or upon any public property, nor shall he/she be permitted to operate in any congested area where such operations might impede or inconvenience the public. The judgment of a police officer exercised in good faith shall be deemed conclusive as to whether the area is congested or the public inconvenienced;
- C. Sell or offer to sell goods, wares, or merchandise on any of the city's public streets;
- D. Enter upon any residential premises in the city where the owner, occupant, or person legally in charge of the premises has posted, at the entry to the premises or at the entry to the principal building on the premises, a sign bearing the words "No Peddlers," "No Solicitors," or words of similar import.
- E. circulate, distribute, scatter or place any material on the city's public streets, alleys, sidewalks, public grounds and places, or on automobiles or other vehicles private or public and which may be parked on the city's public streets, alleys or parking lots or on any private lots within the city.

(Ord No. 6591, 11-13-2023)

(Ord. No. 6082, § 1, 6-14-2010)

(Ord. No. 5794, § 3, 2004)

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 publication, as by law provided.

PASSED
AND
APPROVED

April 1, 2024

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 3-25-24
Second Consideration: 4-1-24
Public Hearing: N/A
Third Consideration:

ORDINANCE NO. 6602

AN ORDINANCE TO AMEND CHAPTER 3.62 SOLICITORS BY AMENDING SECTION 3.62.100 "PROHIBITED ACTS;

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

3.62.100 Prohibited Acts

No Solicitor, or person making street sales, shall:

- A. Shout, blow on a horn, ring a bell, or use any loudspeaker or amplifying system for the purpose of advertising or otherwise announcing his or her wares, or business activities, except as may be permissible under any other ordinance of the city of Council Bluffs, Iowa, or statute of the state of Iowa, and such acts shall be specifically prohibited after 9:00 p.m. and before 9:00 a.m. on any day of the week;
- B. Have any right to any location in the public streets or ways or upon any public property, nor shall he/she be permitted to operate in any congested area where such operations might impede or inconvenience the public. The judgment of a police officer exercised in good faith shall be deemed conclusive as to whether the area is congested or the public inconvenienced;
- C. Sell or offer to sell goods, wares, or merchandise on any of the city's public streets;
- D. Enter upon any residential premises in the city where the owner, occupant, or person legally in charge of the premises has posted, at the entry to the premises or at the entry to the principal building on the premises, a sign bearing the words "No Peddlers," "No Solicitors," or words of similar import.
- E. circulate, distribute, scatter or place any material on the city's public streets, alleys, sidewalks, public grounds and places, or on automobiles or other vehicles private or public and which may be parked on the city's public streets, alleys or parking lots or on any private lots within the city.

(Ord No. 6591, 11-13-2023)

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

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

PASSED
AND
APPROVED

April 1, 2024

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 3-25-24
Second Consideration: 4-1-24
Public Hearing: N/A
Third Consideration:

Council Communication

Department: Public Works Admin
Case/Project No.: PW25-18
Submitted by: Matthew Cox, Public Works
Director

Resolution 24-94
ITEM 6.A.

Council Action: 3/25/2024

Description

Resolution authorizing the Mayor and City Clerk to execute IDOT Agreement No. 4-24-HBP-011 for a City Highway Bridge Program project for the 9th Avenue Bridge over Indian Creek, IDOT Project No. BRM-1642(689)--8N-78.

Background/Discussion

The Iowa DOT annually makes Federal and State bridge funds available for the purposes of rehabilitating or replacing structurally deficient or functionally obsolete bridges. Bridges are ranked to receive funding based on a priority point system.

The 9th Avenue Bridge over Indian Creek (FHWA Structure 503935) ranked high enough among other bridges in the state to qualify for participation in the program.

The City Bridge program allows for construction of a new 9th Avenue Bridge with 100% of construction costs eligible for reimbursement, up to a maximum of \$1,500,000. The preliminary cost estimate for construction is \$1,675,000, not including engineering.

In January of 2024 the City Council approved the acceptance of Federal funding for the project.

Construction is anticipated to start in early 2025.

This project was added to the FY25 CIP, and funding for engineering services and the City's share of construction will be paid with Local Option Sales Tax funds.

Recommendation

Approval of this resolution to enter into the DOT funding agreement for the 9th Avenue Bridge over Indian Creek.

ATTACHMENTS:

Description	Type	Upload Date
Letter	Letter	3/14/2024
Agreement	Agreement	3/14/2024
Resolution 24-94	Resolution	3/20/2024

Local Systems Bureau | 800 Lincoln Way | Ames, IA 50010
Phone: 515.450.4103 | Email: Eryn.Stone@iowadot.us

March 8, 2024

City of Council Bluffs
Matthew Cox, Public Works Director
209 Pearl Street
Council Bluffs, IA 51503

Ref: City of Council Bluffs - FFY 2025 City Bridge Program Award Notice
BRM-1642(689)--8N-78
9Th Ave over Indian Creek
FHWA Structure No. 503935
Agreement No. 4-24-HBP-011

Matthew Cox:

Based on the acceptance notice by the City of Council Bluffs, I am pleased to confirm that the above referenced bridge has been selected for Federal funding through the City Bridge Program, pending the acceptance of an Iowa DOT Federal Funding Agreement for a City Highway Bridge Program (HBP) Project.

The City HBP is administered on a reimbursement basis. This means all project costs must be paid up-front and then reimbursement is requested from the Iowa DOT for eligible project construction costs. Reimbursement for this project will be limited to 100% of the eligible bridge replacement or rehabilitation construction costs, or a maximum of \$1,500,000 dollars, whichever is less. You can find additional information in our Highway Bridge Programs for Cities and Counties I.M. No. 1.100 online at https://www.iowadot.gov/local_systems/publications/im/1100.pdf. If you have further questions about this program or eligible project costs, please contact me.

If you have not already done so, please contact the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) and request that this project be included in their Transportation Improvement Program (TIP) and the Statewide Transportation Improvement Program (STIP) for an upcoming Federal Fiscal Year that begins on October 1. Please see https://iowadot.gov/systems_planning/district-transportation-planners-area-of-responsibility for contact information by selecting the area on the map where you City resides. For further assistance, you may also contact the Iowa DOT District Planner for your area, Scott Suhr. they are also copied on this email.

Attached to this e-mail is an unsigned project agreement. Please review the agreement and exhibit to verify if it follows the intent of the project, particularly the administering agency contact information and funding. If acceptable, obtain the necessary signatures and send a scanned copy of the signed agreement to me at eryn.stone@iowadot.us for full execution. **This funding agreement must be signed by the City within 90 days of the date of this email.**

After the agreement is signed by the Iowa DOT, you will work with Jen Bates, P.E., Project Development Engineer, Joe Albright, Project Development Technician, and Arielle Munch, Project Development Technician during future project development activities. **This project must proceed to an Iowa DOT letting within 3 years**

of the Iowa DOT signing of the agreement. After the project letting, you will work with the Western Region Field Engineer, Zachary Gunsolley, P.E., regarding construction and reimbursement activities. Both Jen and the Region Field Engineer are copied on this e-mail.

Guidance for Federal funded project development activities is contained in the Iowa DOT Local Systems Instructional Memorandums, available at: https://iowadot.gov/local_systems/publications/im/imtoc.pdf.

Thank-you in advance for a timely response. If you have any questions about this program or the offered funding, please let me know.

Respectfully,

Eryn M. Stone, P. E.
Urban Engineer
Office of Local Systems
Eryn.Stone@iowadot.us

cc: Jenifer Bates, P.E., Local Systems Project Development Engineer
Zachary Gunsolley, P.E., Western Region - Local Systems Field Engineer
Scott Suhr, District Planner
John Rasmussen, P.E., Pottawattamie County Engineer
Mike Helgersen, Metropolitan Area Planning Agency

Attachment

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a City Highway Bridge Program Project**

RECIPIENT: City of Council Bluffs

Project No: BRM-1642(689)--8N-78

Iowa DOT Agreement No: 4-24-HBP-011

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Council Bluffs, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the City Bridge Program. In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide City Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT currently and previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
Federal	4-24-HBP-011	BRM-1642(689)--8N-78	This agreement

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Western Region Local Systems Field Engineer, Zachary Gunsolley, P.E. The RECIPIENT's contact person shall be the Public Works Director, Matthew Cox.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 503935
 - B. Location: 9Th Ave over Indian Creek
 - C. Preliminary Estimated Total Eligible Construction Costs: \$2,000,000.00
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.

6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or \$1,500,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum [\(I.M.\) 1.100](#) in place at the time of this agreement being fully executed.
7. The RECIPIENT shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The RECIPIENT shall pay for all project costs not reimbursed with City Bridge Program funds.
9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.
12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.
14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: City of Council Bluffs

By _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the City, and that _____,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the _____ day of _____, _____.

Signed _____ Date _____, _____

City Clerk of Council Bluffs, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____ Date _____, _____

Eryn M. Stone, P.E.
Urban Engineer
Local Systems Bureau

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

RESOLUTION
NO 24-94

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE IDOT AGREEMENT NO. 4-24-HBP-011
PROJECT NO. BRM-1642(689)--8N-78
IN CONNECTION WITH
9TH AVENUE BRIDGE OVER INDIAN CREEK
PROJECT #PW25-18**

WHEREAS, the city wishes to make improvements known
as the 9th Avenue Bridge over Indian Creek, within
the city, as therein described; and

WHEREAS, IDOT has submitted a City Highway Bridge Program
Project agreement for said improvements; and

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

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

That the Mayor is hereby authorized and directed to execute an IDOT Agreement No. 4-24-HBP-011 in connection with the 9th Avenue Bridge over Indian Creek. Project No. BRM-1642(689)--8N-78.

ADOPTED
AND
APPROVED

March 25, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Parks and Recreation
Case/Project No.: City Wide Parking Lot
Upgrades - Big Lake Park and Valley View
Park parking lots, Project # R24-01
Submitted by: Vincent Martorello

Resolution 24-95
ITEM 6.B.

Council Action: 3/25/2024

Description

Resolution to award the contract to Henningsen Construction for the City Wide Parking Lot Upgrades - Big Lake Park and Valley View Park parking lots.

Background/Discussion

The City Council approved \$250,000 in the FY 24 CIP and \$150,000 in the FY 25 CIP for a total funding amount of \$400,000. The base bid for the project included the two parking lots in Big Lake Park and an alternate bid for the parking lot in Valley View Park. The remaining amount of funding for the project is \$338,100.

The bid for the project closed on March 13 and the City received four bids:

Henninsen Construction - \$194,571.93
Oldcastle Materials Midwest Co. dba Omni Engineering - \$223,551.75
C&H Construction - \$309,168.00
Western Engineering Co., Inc. - \$313,874.60

The contract is awarded to the apparent low bidder for the base bid. Henningsen's alternate bid is \$96,895.52, which is the second lowest alternate bid. Henningsen had the overall apparent low bid with a total amount of \$291,557.45.

The overall construction cost of \$291,557.45 is less than the remaining amount of \$338,100 available for construction.

Recommendation

Approve resolution to authorize the Mayor and City Clerk to enter into a contract with Henningsen Construction in the amount of \$291,557.45 for the City Wide Parking Lot Upgrades - Big Lake Park and Valley View Park parking lots, Project #R24-01

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-95	Resolution	3/20/2024

RESOLUTION
NO 24-95

RESOLUTION TO AWARD CONTRACT TO HENNINGSEN CONSTRUCTION FOR THE CITY-WIDE PARKING LOT UPGRADES – BIG LAKE PARK PARKING LOTS AND VALLEY VIEW PARK PARKING LOT, PROJECT # R24-01.

- WHEREAS, the City Council approved \$250,000 in the FY 24 CIP and \$150,000 in the FY 25 CIP for a total funding amount of \$400,000; and
- WHEREAS, this funding will allow for improvements to the northeast and northwest Big Lake Park parking lots along Big Lake Road and for the parking area within Valley View Park at the north end of the parking lot; and
- WHEREAS, in general, the upgrades for both the parking lots will include removing damaged areas of asphalt, installing a new sub base in certain areas, and placing a new top coat of asphalt; and
- WHEREAS, the remaining funding for the project is \$338,100; and
- WHEREAS, the city received four bids and the apparent low bidder is Henningsen Construction with a base bid of \$194,571.93 for the two parking lots in Big Lake Park and an alternate bid of \$96,895.52 for the Valley View Park parking lot; and
- WHEREAS, the total construction cost is \$291,557.45 and is less than the remaining amount available for construction; and
- WHEREAS, the city council deems approval of said improvements to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized, empowered and directed to execute a contract in the amount of \$291,557.45 for the City-wide Parking Lot Upgrades - Big Lake Park and Valley View Park parking lots, Project #24-01.

ADOPTED
AND
APPROVED

March 25, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.:
Submitted by: Jaimi Miller, Community
Development Technician

Resolution 24-97
ITEM 6.C.

Council Action: 3/25/2024

Description
Resolution authorizing the City Clerk to certify assessments against properties to the Pottawattamie County Treasurer for unreimbursed costs incurred by the City for the abatement of weeds and the removal of solid waste nuisances upon properties and directing them to be collected in the same manner as a property tax.

Background/Discussion
See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/15/2024
Attachment A: First Quarter 2024 Lien List	Other	3/15/2024
Resolution 24-97	Resolution	3/20/2024

Council Communication

Department: Community Development Case No.: First Quarter 2024 Lien List Submitted by: Code Compliance	Resolution No.: 24-	Council Action: 03/25/2024
Subject/Title Resolution authorizing the City Clerk to certify assessments against properties to the Pottawattamie County Treasurer for unreimbursed costs incurred by the city for the abatement of weeds and the removal of solid waste nuisances upon properties and directing them to be collected in the same manner as a property tax.		
Background/Discussion In the months of January, February and March 2024, there were three instances where the City contractors abated weeds and solid waste in Council Bluffs on behalf of the Planning & Code Compliance Division. We will lien one property from September 2023 where payment was attempted but transaction was not successful and we have not been able to collect. No invoices were paid to reimburse the city for its costs. The total amount to be liened on the properties is \$3,156.00. The property owners with unpaid accounts will have assessments against their properties for the unreimbursed costs plus an additional \$50 assessment fee.		
Recommendation The Community Development Department recommends approval of the resolution.		
Attachments Attachment A: First Quarter 2024 Lien List		

Prepared by: Jaimi Miller, Community Development Technician
Approved by: Christopher Gibbons, Planning & Code Compliance Manager

FIRST QUARTER 2024 WEED & SOLID WASTE LIEN LIST

	Parcel	Property Owner	Legal Description	Address	Total Amount
1	754331151003	BOYCE, THEODORE R	BEERS ADD W1/2 LT 1 BLK 18 AND E10' LT 2 BLK 18	802 COMMERCIAL ST	\$260.00
2	754426262003	LAKAS, JANNETTE D	HOME PLACE ADD N 1/2 LTS 1 & 2 BLK 5	1517 AVENUE K	\$470.00
3	744401311011	LEONARD, JOSEPH-SHEENA	CHAPMANS ADD LT 2	2524 S 9TH ST	\$1,254.00
4	744416252044	RINGBERG, ROBERT EUGENE-LISA K	BEERS SUB LT 11 BLK 38	3506 WILLIAM LN	\$1,172.00

TOTAL \$3,156.00

RESOLUTION NO. 24-97

A RESOLUTION AUTHORIZING THE CITY CLERK TO CERTIFY ASSESSMENTS AGAINST PROPERTIES TO THE POTTAWATTAMIE COUNTY TREASURER FOR UNREIMBURSED COSTS INCURRED BY THE CITY FOR THE ABATEMENT OF WEEDS AND THE REMOVAL OF SOLID WASTE NUISANCES UPON PROPERTIES AND DIRECTING THEM TO BE COLLECTED IN THE SAME MANNER AS A PROPERTY TAX.

WHEREAS, Council Bluffs' City Ordinance No. 4849, passed and approved by the Council Bluffs City Council on April 15, 1988, requires all property owners within the City of Council Bluffs, Iowa, to cut or destroy all weeds exceeding 18 inches in height; and

WHEREAS, Council Bluffs' City Ordinance No. 5219 and 5220, passed and approved by the Council Bluffs City Council on May 22, 1995, requires all property owners to abate any solid waste nuisance upon public right-of-way of materials stored for more than 24 hours, or materials stored on private property for more than 3 days; and

WHEREAS, all property owners in Council Bluffs were notified of the above requirements, and owners of properties out of compliance with the above requirements were notified, given time to remediate matters, and subsequently failed to abate or remove the nuisances in the allotted time; and

WHEREAS, the City, through its contractors, has attempted to cut or destroy all weeds exceeding 18 inches and/or has removed all solid waste materials in violation; and

WHEREAS, more than ten days have elapsed since the City has billed each property owner by mail for the cost of abatement of weeds or solid waste materials from their properties; and

WHEREAS, the cost of abatement or removal on these properties has been incurred by the City and remains unpaid; and

WHEREAS, the City Council may have these unpaid costs assessed against the properties pursuant to CBMC 4.19.030 and 10.02.070 as authorized by Iowa Code §364.

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

That the unreimbursed costs incurred by the City for the abatement of weeds and solid waste materials found upon the properties be assessed against said properties; and

BE IT FURTHER RESOLVED

That the City Clerk is hereby authorized, empowered and directed to certify assessments against said properties to the Pottawattamie County Treasurer to be collected in the same manner as a property tax.

ADOPTED
AND
APPROVED

March 25, 2024

MATTHEW J. WALSH

Mayor

Attest: _____

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Community Development
Case/Project No.: MIS-24-001
Submitted by: Christopher Gibbons, AICP,
Planning Manager

Resolution 24-98
ITEM 6.D.

Council Action: 3/25/2024

Description
Resolution authorizing the Mayor to execute an agreement for the consent to subdivision and petition for voluntary annexation of parcel number 744303326010, otherwise identified as 15380 214th Street, between City of Council Bluffs and Jonah M. and Amanda D. Leinen. MIS-24-001
Background/Discussion
See attached staff report.
Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	3/15/2024
Attachment A: Preliminary Plan	Other	3/15/2024
Attachment B: Location map	Map	3/15/2024
Attachment C: Proposed voluntary annexation agreement	Other	3/15/2024
Attachment D: Voluntary annexation petition	Other	3/15/2024
Resolution 24-98	Resolution	3/20/2024

City Council Communication

Department: Community Development Department Case #MIS-24-001 Applicants: City of Council Bluffs 209 Pearl Street Council Bluffs, Iowa 51503 Jonah M. and Amanda D. Leinen 15380 214 th Street Council Bluffs, IA 51503	Resolution No. _____	City Council: 3/25/2024
Subject/Title		
Request: A resolution authorizing the Mayor to execute an agreement for the consent to subdivision and petition for voluntary annexation of parcel number 744303326010 otherwise identified as 15380 214 th Street. Location: 15380 214 th Street, Council Bluffs, Iowa		
Background/Discussion		
<p>The applicants, Jonah M. and Amanda D. Leinen, submitted a sketch-plat application to the Pottawattamie County Planning Department and the City of Council Bluffs requesting approval to subdivide their property at 15380 214th Street, being legally described as SW1/4 of the NE1/4 of the SW1/4 of Section 3-74-43, Pottawattamie County, Iowa into two parcels (see Attachment A). Proposed Lot 1 consists of 2.13 acres (more/less) and is developed with a single-family residential dwelling that the applicants plan to retain. Proposed Lot 2 consists of 7.59 acres (more/less) and is undeveloped land that the applicants plan to sell. The subject property is located within the City's two-mile extraterritorial limit and is designated as a City Growth Area IA, as per the recently adopted Joint City-County Land Use Study/28E agreement.</p> <p>The City Growth Area IA is described as <i>"land located within the three-mile study area that is generally adjacent to City limits and is substantially developed with subdivisions and smaller lots in County jurisdiction and may or may not have access or planned access for services including: water, sanitary sewer, storm sewer, emergency services, power, natural gas, communications, and roadways. Property in this area is not expected to be further developed unless assembled into larger development projects and fully served to urban standards. This area is not a priority for future annexation unless it provides a contiguous connection to future development, but may be annexed as subdivision or development of individual sites occur"</i>.</p> <p>The subject parcel consists of 10 acres of land and has an existing residential dwelling in the northeast corner of the property. Due to the size of the parcel, it is not eligible to be subdivided as a homestead parcel split, which requires a minimum of 21 acres (minimum of one acre for the dwelling and 20 acres for the remaining parcel). The applicant and staff with the Community Development Department discussed subdividing the property as a parcel split since it's located in an area of the two-mile limit that is developed with small acreage lots and has limited potential to be</p>		

developed with an urban density in the foreseeable future. Parcel splits within a City Growth Area IA do not have a minimum acreage requirement and are allowed as a one-time action from a parent parcel (not previously subdivided) subject to immediate annexation or an annexation agreement, if it is not practicable to complete an annexation at the time of development. At this time, immediate annexation is not practicable as the subject property is located approximately 1,980 (more/less) feet from the closest point of the City's municipal boundary (see Attachment B). For this reason, the City and the property owner negotiated an agreement that allows the parcel split to be approved in exchange for their cooperation for voluntary annexation at a future date and compliance with the terms of the agreement (see Attachments C & D). The agreement is applicable to the current property owner and all future successor's and/or assigns associated with the property. Once the agreement is signed by all parties, the City will record the document with Pottawattamie County office so that it follows the chain of title of the subject property in perpetuity.

Recommendation

The Community Development Department recommends approval to execute an agreement for the consent to subdivision and petition for voluntary annexation of parcel number 744303326010 otherwise identified as 15380 214th Street, as shown in Attachments 'C' and 'D'.

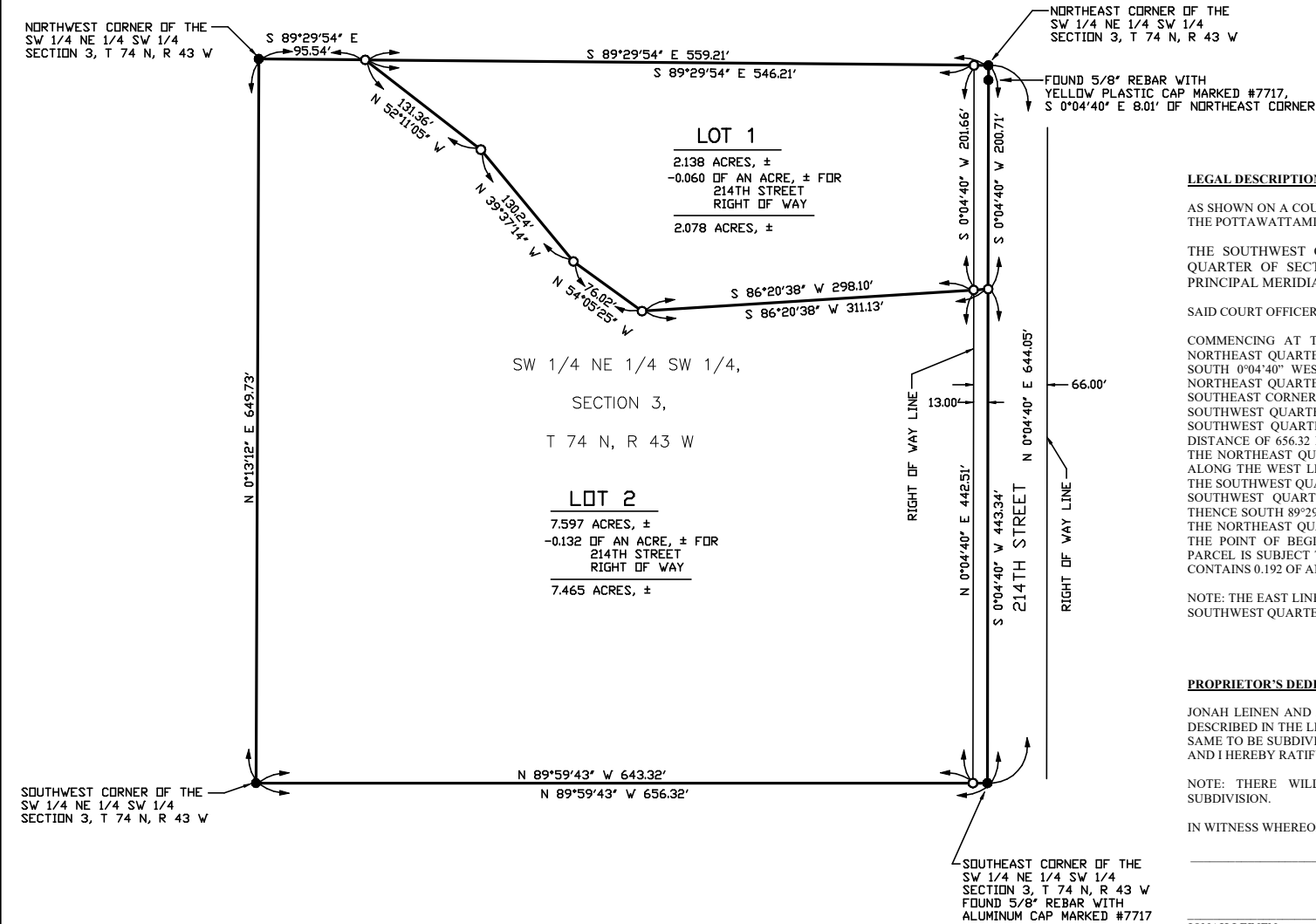
Attachments

Attachment A – Preliminary plan
Attachment B - Location map
Attachment C – Proposed voluntary annexation agreement
Attachment D – Voluntary annexation petition

Prepared by: Christopher Gibbons, AICP, Planning Manager

INDEX LEGEND
COUNTY: POTTAWATTAMIE
SECTION: 3 TOWNSHIP: 74 NORTH RANGE: 43 WEST
ALIQUOT PART: SW 1/4 NE 1/4 SW 1/4
PARCEL DESIGNATION: 23154 - 23155
PROPRIETOR: JONAH & AMANDA LEINEN
REQUESTED BY: JONAH LEINEN
TAX ADDRESS: 15380 214TH STREET, COUNCIL BLUFFS, IOWA 51503
LAND SURVEYOR: CARL H. ROGERS, JR.
LAND SURVEYING COMPANY: ROGERS SURVEYING

ATTACHMENT A



LEGAL DESCRIPTION:

AS SHOWN ON A COURT OFFICER DEED RECORDED IN BOOK 2020, PAGE 20121 IN TH OFFICE OF THE POTTAWATTAMIE COUNTY RECORDER:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA.

SAID COURT OFFICER DEED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND POINT OF BEGINNING; THENCE SOUTH 0°04'40" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 644.05 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 89°59'43" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 656.32 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 0°13'12" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 649.73 FEET TO THE NORTHWEST CORER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE SOUTH 89°29'54" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 654.75 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 9.735 ACRES, MORE OR LESS. SAID PARCEL IS SUBJECT TO AN EASEMENT FOR 214TH STREET RIGHT OF WAY. SAID EASEMENT CONTAINS 0.192 OF AN ACRE, MORE OR LESS.

NOTE: THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IS ASSUMED TO BEAR SOUTH 0°04'40" WEST FOR THIS DESCRIPTION.

PROPRIETOR'S DEDICATION AND STATEMENT

JONAH LEINEN AND AMANDA LEINEN, BEING THE OWNER'S AND PROPRIETOR OF THE LAND DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT HAS CAUSED THE SAME TO BE SUBDIVIDED INTO LOT 1 AND LOT 2 AND TO BE KNOWN AS LEINEN SUBDIVISION, AND I HEREBY RATIFY AND APPROVE OF MY PROPERTY AS SHOWN ON THIS PLAT.

NOTE: THERE WILL BE NO PRIVATE RESTRICTIONS AND/OR COVENANTS FOR THIS SUBDIVISION.

IN WITNESS WHEREOF I DO HEREUNTO SET MY HAND THIS _____ DAY OF

_____, 2024.

JONAH LEINEN

AMANDA LEINEN

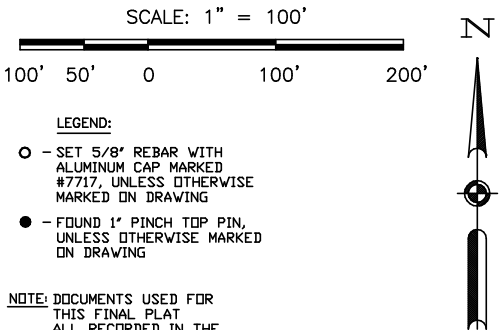
STATE OF IOWA)
)SS.
COUNTY OF POTTAWATTAMIE)

ON THIS _____ DAY OF _____, 2024, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED JONAH LEINEN AND AMANDA LEINEN, TO ME PERSONALLY KNOWN, WHOM BEING BY ME DULY SWORN, DID SAY BOTH INDIVIDUALS ACKNOWLEDGE THE EXECUTION OF THIS INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC IN AND FOR SAID STATE

FINAL PLAT OF
LEINEN SUBDIVISION

BEING THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA.



NOTE: DOCUMENTS USED FOR THIS FINAL PLAT ALL RECORDED IN THE OFFICE OF THE POTTAWATTAMIE COUNTY RECORDER.

JIM FEEKINS SUBDIVISION

ROGERS SURVEYING
(1) BOOK 84, PAGE 2512
(2) BOOK 97, PAGE 19050

KENNY'S SURVEYING
(1) BOOK 90, PAGE 10778

POTTAWATTAMIE COUNTY BOARD OF SUPERVISORS

APPROVED BY CHAIRPERSON: BRIAN SHEA DATE

ATTESTED TO BY POTTAWATTAMIE COUNTY AUDITOR

COUNTY AUDITOR: MELVYN HOUSER DATE

POTTAWATTAMIE COUNTY ENGINEER

APPROVED BY ENGINEER : JOHN RASMUSSEN DATE

POTTAWATTAMIE COUNTY PLANNING DIRECTOR

APPROVED BY DIRECTOR : MATT WYANT DATE

CERTIFICATION OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, LEA A. VOSS, TREASURER OF POTTAWATTAMIE COUNTY, IOWA, DO HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

TREASURER, POTTAWATTAMIE COUNTY, IOWA: LEA A. VOSS DATE

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.

CARL H. ROGERS, JR. DATE

LICENSE NUMBER: 7717

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024.

NUMBER OF SHEETS COVERED BY THIS SEAL: SHEET 1 OF 1



PRELIMINARY FOR REVIEW ONLY

ROGERS SURVEYING		
1688 ROLLING HILLS LOOP COUNCIL BLUFFS, IOWA		
SCALE: 1" = 100'	PHONE:	DRAWN BY: S.R.R.
DATE: 1-24-20234	(402) 689-1549	REVISED
TITLE: FINAL PLAT OF LEINEN SUBDIVISION		
CLIENT: JONAH LEINEN 15380 214TH STREET COUNCIL BLUFFS, IOWA 51503		SHEET 1 OF 1

CITY OF COUNCIL BLUFFS - CITY COUNCIL CASE #MIS-24-001 LOCATION MAP

ATTACHMENT B

Legend

-  CASE #MIS-24-001 - Subject Property
-  City of Council Bluffs Boundary

0 400 800



1 Inch = 800 Feet



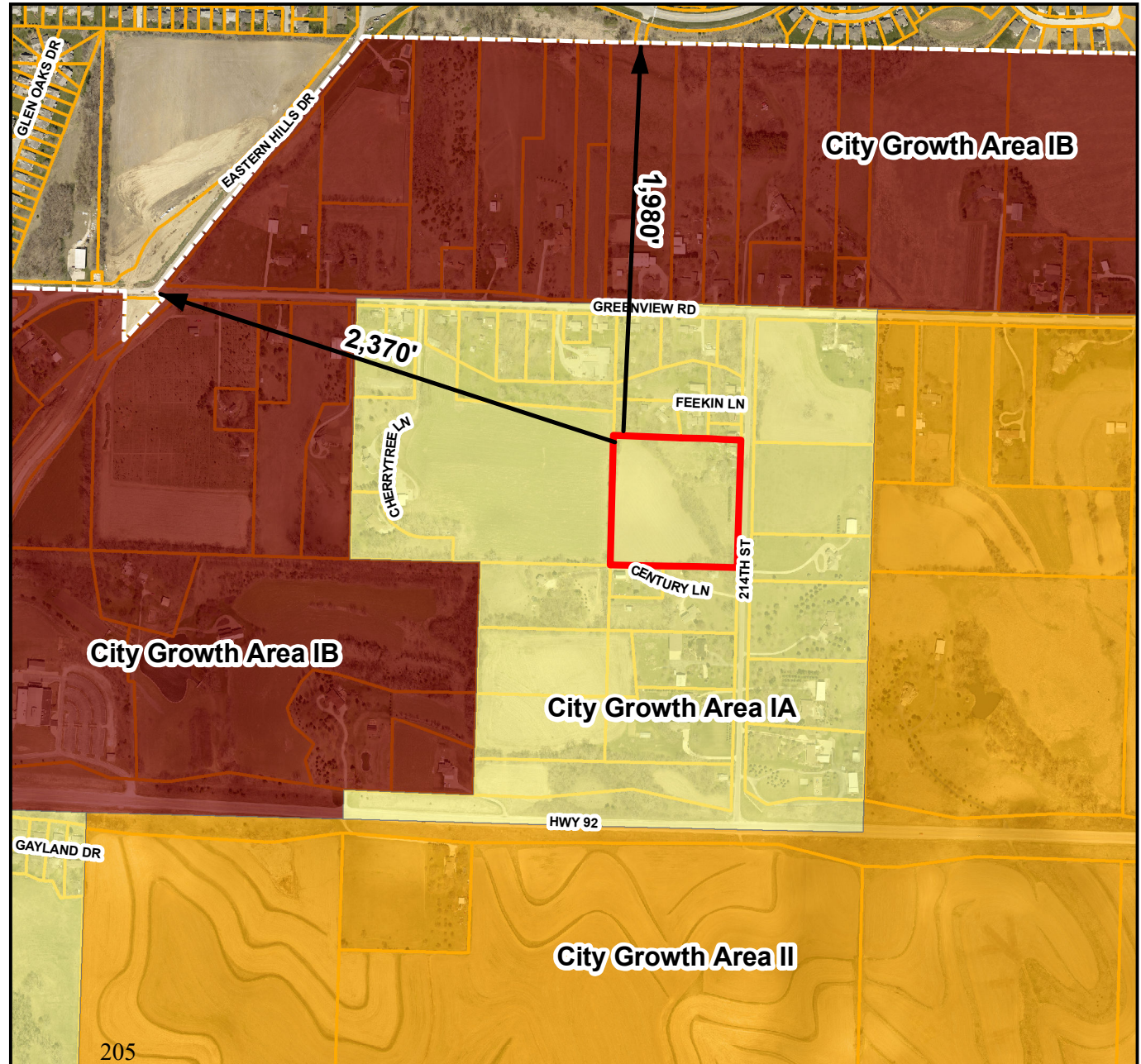
Last Amended: 3/12/2024



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

DISCLAIMER

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



**CONSENT TO SUBDIVISION AND PETITION FOR VOLUNTARY ANNEXATION
AGREEMENT**

THIS AGREEMENT, by and between the City of Council Bluffs, Iowa, an incorporated municipality ("City"), and _____ ("Owner"), is hereby entered into this _____ day of _____, 202_.

WHEREAS; Owner is the legal owner of real estate legal described and as shown in Exhibit A, which is attached hereto and incorporated herein by reference (the "Property").

WHEREAS; as of the date of this Agreement, the Property is not contiguous to the corporate city limits of the City, but is located within two (2) miles of the corporate city limits of City and constitutes territory which may be annexed by City as provided in Iowa Code 368;

WHEREAS; it is the intent of the Owner to have the Property annexed by City upon certain terms and conditions as hereinafter set forth;

WHEREAS; notice of the proposed annexation shall be given to the parties legally required to be notified pursuant to Iowa Code 368 at the time the Property becomes contiguous to City or as required upon the annexation of the Property at City's discretion;

WHEREAS; This Agreement is made pursuant to and in accordance with the Provisions of Iowa Code 368, with the foregoing preambles and recitations made a part of this agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the parties hereto agree as follows:

1. **Term** - The Term of this Agreement shall commence on the date written above and shall continue until such time as the annexation of the Property into City is final.
2. **Requirement to Annex** - The Owner hereby agrees to immediately and voluntarily annex the Property into the City or at such time as the City, in its sole and absolute discretion, is prepared to move the voluntary annexation forward.
3. **Petition** – Owner shall submit to the City Clerk a Petition for Annexation of the Property by City. The City Clerk shall submit the Petition to the City Council for consideration at such time and under such circumstances as the City deems appropriate. Pursuant to

Iowa Code 368.7(e), upon the execution of this Agreement, Owner hereby waives the right to withdraw or rescind the Petition and hereby waives the right to withdraw its consent to the Petition and hereby waives the right to object to the annexation.

4. **Fees and Costs** - The City agrees to pay the administrative costs associated with the annexation of the Property, including filing, recording and publication of notice costs. Any independent counsel retained by the Owner shall be at the Owner's expense.
5. **Sewer Systems** – Owner shall be responsible for the design, permitting, and construction of all improvements necessary for connection to the City's public sanitary sewer system when directed to do so by the City. All construction proposed to occur within any City owned right-of-way shall comply with all City standards. Any and all plans related to the construction of the sewer system herein, including any applicable plan review fees, shall be submitted to the City for review and approval, with no such work on the sewer system to be commenced until City issued permits are approved. Owner agrees to disconnect all private sewer disposal systems and promptly connect all units to the newly constructed public sewer at Owner's expense. Owner shall own and operate said sewer systems, up to and including the point of connection to the public sanitary sewer system. Owner shall pay service charges for the discharge of sanitary sewer in accordance with City Municipal Code Chapter 2.08 and Chapter 5.22 as a user outside City limits. Owner further agrees that all private sanitary system(s) will be removed from service in accordance with local and state law. No additional users shall be allowed to connect to the sanitary sewer extension herein without prior permission from the City, with such connections requiring immediate annexation by all parties.
6. **Additional Annexation** – Owner shall not contest the City's use of this voluntary annexation for any additional annexation(s) the City may pursue as allowed by the State of Iowa.
7. **Subdivision Prohibited** – Owner shall not subdivide or modify the size, shape or square footage Property without written consent from the City, with such changes requiring immediate annexation.
8. **City Code Compliance** – Any new development constructed on the Property, regardless of annexation status, shall conform to City Municipal Code Chapters 4, 5, 6, 12, 13, 14, 15 and 17, as well as any other applicable City Code. Owner shall submit all

plans and specifications of new development to a third party inspector approved by the City and cause such inspector to certify that any new development is designed and constructed in a manner is consistent with the City Code as stated herein. Owner hereby agrees that any new development shall conform to the R-1E zoning requirements as outline in Council Bluffs Municipal Code 15.08A.

9. **Assignment** - Except as provided below, this Agreement may not be assigned by any party without the express written permission of the other parties.
10. **Successors and Assigns** - The rights, duties, and obligations of the parties as contained in this Agreement shall run with the Property and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, liabilities or obligations under or by reason of this Agreement. In order to ensure proper notice to all successors and assigns, a copy of this Agreement shall be filed with the Pottawattamie County Recorder.
11. **Governing Law** - All rights and obligations arising out of or related to this Agreement, and the application and interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Iowa.
12. **Entire Agreement** - This Agreement, the exhibits attached and the documents delivered and recorded pursuant hereto, constitute the entire agreement and understanding among the parties and supersede and revoke any prior agreements or understandings relating to the subject matter of this Agreement.
13. **Severability** - In the event any provisions of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid, legal, and enforceable. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable as written, but valid, legal, and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal, and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality, or

unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. **Attorney Fees and Costs** - Should legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs, including reasonable attorney, paralegal, and expert fees.

15. **Council Approval** – This Agreement is subject to final approval of the City Council in its sole discretion.

Matthew Walsh, Mayor
City of Council Bluffs ("City")

Print Name
("Owner")

State of _____, County of _____; ss.

This record was acknowledged before me this _____ day of _____, 20____, by
Matt Walsh.

Notary Public

State of _____, County of _____; ss.

This record was acknowledged before me this _____ day of _____, 20____, by
_____.

Notary Public

Prepared by: City of Council Bluffs Legal Department, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4620
Return to: City of Council Bluffs Legal Department, 209 Pearl Street, Council Bluffs, Iowa 51503 (712) 328-4620

PETITION FOR VOLUNTARY ANNEXATION

COMES NOW THE UNDERSIGNED OWNERS OF LAND and hereby Petition the City Council of the City of Council Bluffs, Iowa to voluntarily annex the land described in the “Exhibit A” attached to this Petition to the City of Council Bluffs and state as followed:

- 1. Jonah M Leinen is the owner of land described in the attached Exhibit “A” which is incorporated into this Petition by reference.
- 2. The voluntary annexation of the land described in the attached Exhibit “A” shall be subject to the City not taking any action on this Petition for a period of 10 years after the execution of the same unless otherwise requested by the owner or their assigns, or at such time as the City, in its sole discretion, is prepared to move the voluntary annexation forward.
- 3. The land described in the attached Exhibit “A” when annexed will be contiguous with the corporate limits of the City of Council Bluffs, all pursuant to Iowa Code 638.7.

City of Council Bluffs, Iowa

Petitioner

By _____
Matt Walsh
Mayor
209 Pearl St.
Council Bluffs, IA 51503

By _____
Jonah M Leinen
Owner
15380 214th St.
Council Bluffs, IA 51503

Leinen Exhibit "A"

SW ¼ of NE ¼ of SW ¼ of Section 3, Township 74, Range 43 West of the 5th P.M., Pottawattamie County, Iowa.

RESOLUTION NO. 24-98

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE CONSENT TO SUBDIVISION AND PETITION FOR VOLUNTARY ANNEXATION OF PARCEL NUMBER 744303326010, OTHERWISE IDENTIFIED AS 15380 214TH STREET, BETWEEN CITY OF COUNCIL BLUFFS, IOWA AND JONAH M. AND AMANDA D. LEINEN

WHEREAS, pursuant to the two-mile area policy agreement entered between Pottawattamie County and the City of Council Bluffs, the County will defer to the City for the appropriateness of certain subdivisions; and

WHEREAS, the parcel identified above, being legally described in case staff report, is covered by the aforementioned two-mile policy agreement and is located within an area designated as a City Growth Area IA, which requires annexation at the time of subdivision; and

WHEREAS, the property owners (Jonah M. and Amanda D. Leinen) propose to subdivide the identified parcel into two separate lots, which conform with City Growth Area IA policies; but the parcel is approximately 1,980 feet from the closest point of the City's municipal boundary and is not practicable to be annexed at the time of subdivision; and

WHEREAS, the City and the property owner have an agreement for the consent to subdivision and petition for voluntary annexation to allow the parcel identified above to be subdivided into two parcels in accordance the terms contained therein said agreement (see Attachments 'C' and 'D'); and

WHEREAS, it is in the opinion of the Mayor and his staff that it would be in the best interest of the City of Council Bluffs to enter into the proposed agreement; and

**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 execute the Agreement of Consent to Subdivision and Petition for Voluntary Annexation with the owner of the parcel identified above; and

BE IT FURTHER RESOLVED

That the City Clerk is directed to deliver this resolution and attached documents to the County Recorder according to Iowa Code Section 354.23.

ADOPTED
AND
APPROVED

March 25, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

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

Resolution 24-99
ITEM 6.E.

Council Action: 3/25/2024

Description

Resolution of intent to enter into an Electric Easement with Midamerican Energy Company to install underground electric facilities in a portion of city-owned property located along Valley View Drive

Background/Discussion

The City has received a request from MidAmerican Energy Company to install underground electric facilities on city-owned property along Valley View Drive as shown in the attached easement. Such installation is necessary for the planned development of the area that will benefit the community and grow our city. It is in the best interest of the City of Council Bluffs to enter into this easement.

Recommendation

Approval is recommended.

ATTACHMENTS:

Description	Type	Upload Date
Easement	Other	3/19/2024
Notice of Public Hearing	Notice	3/19/2024
Resolution 24-99	Resolution	3/20/2024

Prepared by and return to:
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES

**MIDAMERICAN ENERGY COMPANY
ELECTRIC EASEMENT**

Folder No. 2024-122299
Work Req. No. 2024-3023591
Project No. A1175

State of Iowa
County of Pottawattamie
Section 32
Township 75 North
Range 43 West of the 5th P.M.

This MidAmerican Energy Company Electric Easement (this "Easement") is made this _____ day of _____, _____, by and between **CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, A MUNICIPAL CORPORATION** ("Grantor"), and **MIDAMERICAN ENERGY COMPANY**, an Iowa Corporation, its successors and assigns ("Grantee") (individually referred to at times as "Party", or collectively the "Parties").

RECITALS

WHEREAS, Grantor is the owner of the property legally described as:

See Attached Exhibit "A", attached hereto and made a part hereof by record (the "Property").

WHEREAS, Grantor desires to grant to Grantee an electric easement to be located on a portion of the Property and Grantee desires to accept the easement on the following terms and conditions.

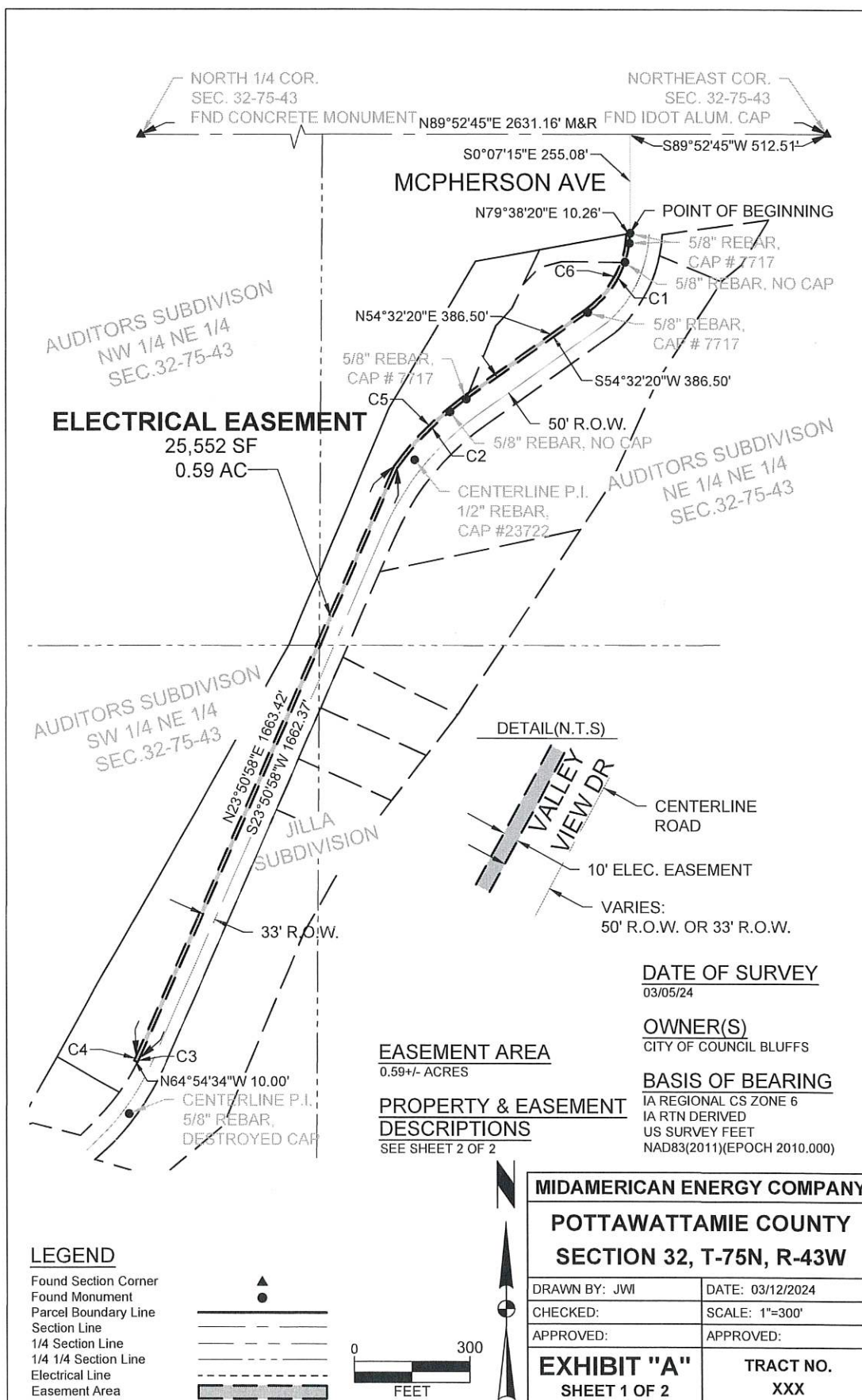
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Electric Easement.** Grantor does hereby establish, give, grant, and convey to Grantee a perpetual, non-exclusive easement under, upon, through and across the Easement Area, described on **Exhibit A** attached hereto, to construct, attach, reconstruct, operate, maintain, inspect, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively "Facilities"), together with the right to survey the Property and the right of ingress and egress to and from same and all the rights and privileges incident and necessary to the enjoyment of this Easement. Additionally, if Grantor provides or installs duct or conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area

2. **Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.** Grantor shall not construct or place any permanent or temporary buildings, pavement, hardscape, structures, fences, trees, plants or other objects on or within the Easement Area without prior written permission from Grantee indicating that said construction or placement will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, nor shall Grantor cause or permit any obstruction or material to be placed on or within the Easement Area which violates the clearance requirements of the National Electrical Safety Code and/or the rules of the Iowa Utilities Board. No brush, vegetation or other flammable materials shall be deposited, placed, accumulated, or burned within the Easement Area. Subject to the rights of Grantee granted in this Easement, Grantor shall have the right to cultivate, use, and occupy the Property.
3. **Change of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without prior written consent from Grantee, nor shall Grantor place or install any rocking, paving or other hardscape materials in the Easement Area without prior written consent from Grantee. Grantee shall have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.
4. **Violations by Grantor.** In the event Grantor, its successors, assigns, contractors, employees, or agents violates Section 2 or 3 above or otherwise commits an intentional or negligent act, which results in damage to Grantee's Facilities or the Easement Area, Grantor shall be solely responsible for all costs associated with the repair, reconstruction, replacement, and/or work to the Easement Area and Grantee's Facilities.
5. **Right of Access and Removal.** Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto. Grantee shall have the right to remove, trim, spray, or cut down any unauthorized fences, hardscape, structures, trees, shrubs, branches, saplings, brush, vegetation, or other obstructions within, upon, across, along, adjacent to and overhanging the Easement Area that may interfere with the proper construction, maintenance, operation or removal of Grantee's Facilities.
6. **Property to be Restored.** Grantee shall repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of Grantee's Facilities (except for damage to property placed subsequent to the granting of this easement). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
7. **Easement Runs with the Land.** This Easement shall be deemed perpetual and to run with the land. All provisions of this Easement, including benefits and burdens, shall run with the Property and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.
8. **Grantor Certification.** Grantor certifies that it is 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. Grantor hereby agrees to defend, indemnify and hold harmless Grantee 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.

9. **Severability, Choice of Law and Waiver.** Each of the provisions of this Easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
10. **Dower, Homestead, and Distributive Share.** Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement Area and waives all rights of exemption as to any of the Easement Area. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for the Easement Area with respect to claims based upon this Easement.
11. **IRS W-9 Form.** Prior to any payments referenced herein being made, Grantor is required to submit a fully executed IRS W-9 form to Grantee. Grantor's failure to submit a fully executed IRS W-9 form shall not impact any other provisions or obligations under this Easement.
12. **Fee Simple.** Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this Easement.
13. **Headings and Captions.** The titles or captions of sections and paragraphs in this Easement are provided for convenience of reference only and shall not be considered a part hereof for purposes for interpreting or applying this Easement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Easement or any of its terms or conditions.
14. **Counterparts.** This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument. Parties may sign and deliver this Easement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original.
15. **Entire Agreement.** It is mutually understood and agreed that this Easement covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof.

Signature Page Follows



PROPERTY DEED DESCRIPTION

A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 AND LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 32, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED IN BOOK 2007, PAGE 013016 AND IN BOOK 2007, PAGE 006655 AND IN BOOK 2020, PAGE 01234 IN THE POTTAWATTAMIE COUNTY RECORDER'S OFFICE.

EASEMENT AREA DESCRIPTION

A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 OF AN AUDITOR'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PART OF LOT 1 AND LOT 2 OF AN AUDITOR'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 32, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 89° 52' 45" WEST ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 512.51 FEET, THENCE SOUTH 0° 07' 15" EAST, 255.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MCPHERSON AVENUE AND THE WESTERLY RIGHT-OF-WAY LINE OF VALLEY VIEW DRIVE AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE COURSES: SOUTHWESTERLY ON A 264.34 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY, WITH AN ARC LENGTH OF 241.20 FEET AND WHOSE CHORD BEARS SOUTH 28° 23' 57" WEST, 232.92 FEET; THENCE SOUTH 54° 32' 20" WEST, 386.50 FEET; THENCE SOUTHWESTERLY ON A 779.21 FEET RADIUS CURVE, CONCAVE SOUTHEASTERLY, WITH AN ARC LENGTH OF 255.13 FEET AND WHOSE CHORD BEARS SOUTH 45° 09' 33" WEST, 253.99 FEET; THENCE SOUTH 23° 50' 58" WEST, 1662.37 FEET; THENCE SOUTHWESTERLY ON A 604.61 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY, WITH AN ARC LENGTH OF 13.09 FEET AND WHOSE CHORD BEARS SOUTH 24° 28' 12" WEST, 13.09 FEET; THENCE NORTH 64° 54' 34" WEST, 10.00 FEET; THENCE NORTHEASTERLY ON A 594.61 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY, WITH AN ARC LENGTH OF 12.88 FEET AND WHOSE CHORD BEARS NORTH 24° 28' 12" EAST, 12.88 FEET; THENCE NORTH 23° 50' 58" EAST, 1663.42 FEET; THENCE NORTHEASTERLY ON A 789.21 FEET RADIUS CURVE, CONCAVE SOUTHEASTERLY, WITH AN ARC LENGTH OF 259.45 FEET AND WHOSE CHORD BEARS NORTH 45° 07' 16" EAST, 258.28 FEET; THENCE NORTH 54° 32' 20" EAST, 386.50 FEET; THENCE NORTHEASTERLY ON A 254.34 FEET RADIUS CURVE, CONCAVE NORTHWESTERLY, WITH AN ARC LENGTH OF 229.83 FEET AND WHOSE CHORD BEARS NORTH 28° 39' 06" EAST, 222.09 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 79° 38' 20" EAST ON SAID SOUTH RIGHT-OF-WAY LINE, 10.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.59 ACRES, MORE OR LESS.

CURVE TABLE

CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	52°16'48"	264.34'	241.20'	129.73'	S28°23'57"W 232.92'
C2	18°45'35"	779.21'	255.13'	128.72'	S45°09'33"W 253.99'
C3	1°14'27"	604.61'	13.09'	6.55'	S24°28'12"W 13.09'
C4	1°14'27"	594.61'	12.88'	6.44'	N24°28'12"E 12.88'
C5	18°50'09"	789.21'	259.45'	130.91'	N45°07'16"E 258.28'
C6	51°46'30"	254.34'	229.83'	123.43'	N28°39'06"E 222.09'

MIDAMERICAN ENERGY COMPANY

POTTAWATTAMIE COUNTY
SECTION 32, T-75N, R-43W

DRAWN BY: JWI

DATE: 03/12/2024

CHECKED:

SCALE: 1"=300'

APPROVED:

APPROVED:

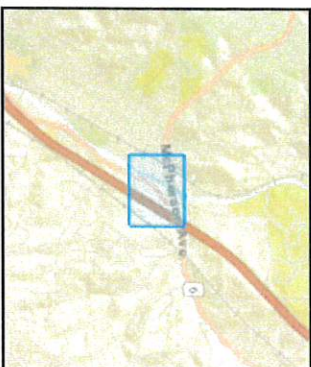
EXHIBIT "A"
SHEET 2 OF 2

TRACT NO.
XXX



SCALE: 4407
0 200 400
ft

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



Legend

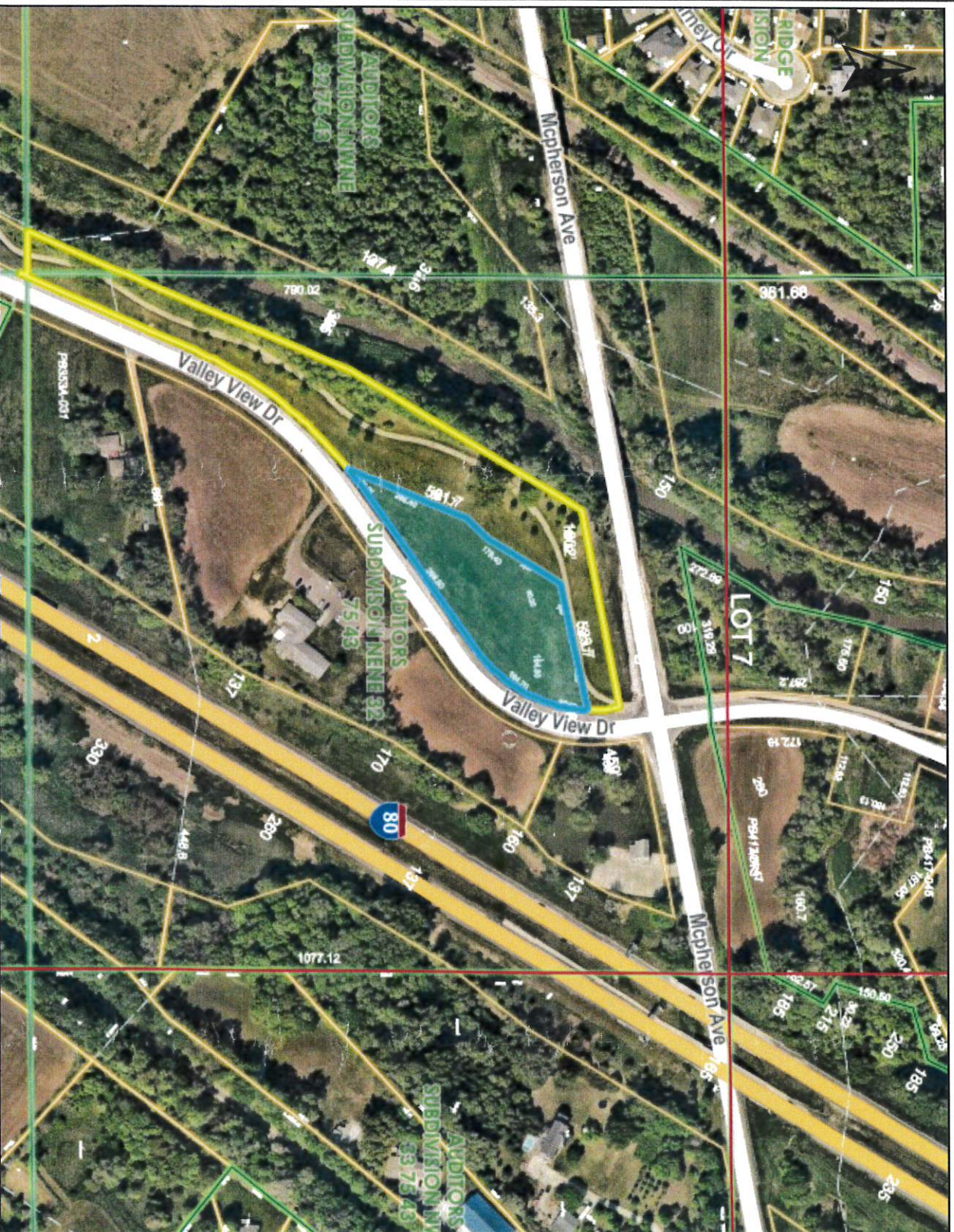
Aerial Photo Spring 2022
Accuplus (Map Service)

- Red: Band_1
- Green: Band_2
- Blue: Band_3

World Imagery (Map Service)
World Imagery

High Resolution 60cm
Imagery

227 S 6th St.
Suite #169
Council Bluffs, IA 51501
(712) 328-4885
gis@pottcounty-ia.gov
<https://gis.pottcounty-ia.gov>
3/14/2024



SCALE: 4407

0 200 400
ft

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



Legend

Aerial Photo Spring 2022
Accuplus (Map Service)

- Red: Band_1
- Green: Band_2
- Blue: Band_3

World Imagery (Map Service)

World Imagery

High Resolution 60cm
Imagery

222

227 S 6th St.
Suite #169
Council Bluffs, IA 51501
(712) 328-4885
gis@pottcounty-ia.gov
<https://gis.pottcounty-ia.gov>

3/14/2024



**Pottawattamie
County**
Geographic
Information Systems

**NOTICE OF PUBLIC HEARING
ON INTENT TO ENTER INTO AN ELECTRIC EASEMENT WITH MIDAMERICAN
ENERGY COMPANY TO INSTALL UNDERGROUND ELECTRIC FACILITIES IN A
PORTION OF CITY-OWNED PROPERTY LOCATED ALONG VALLEY VIEW
DRIVE.**

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council for the City of Council Bluffs, Iowa, has scheduled a Public Hearing on the proposed Electric Easement with MidAmerican Energy Company to install underground electric facilities on city-owned property located along Valley View Drive.

You are further notified that this 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 1st day of April, 2024, in the City Council Chambers in the City Hall building, 209 Pearl Street, Council Bluffs, IA 51503, at which time and place all persons interested in said matter will be given an opportunity to be heard.

JODI QUAKENBUSH City Clerk

RESOLUTION NO. 24-99

A RESOLUTION OF INTENT TO ENTER INTO AN ELECTRIC EASEMENT WITH MIDAMERICAN ENERGY COMPANY TO INSTALL UNDERGROUND ELECTRIC FACILITIES IN A PORTION OF CITY-OWNED PROPERTY LOCATED ALONG VALLEY VIEW DRIVE.

WHEREAS, the City has received a request from MidAmerican Energy Company to install underground electric facilities on city-owned property along Valley View Drive as shown in the attached easement; and

WHEREAS, such installation is necessary for the planned development of the area that will benefit the community and grow our city; and

WHEREAS, it is in the best interest of the City of Council Bluffs to enter into this easement.

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

That this matter is set for public hearing on April 1, 2024 at 7 o'clock p.m.

ADOPTED

AND

APPROVED:

March 25, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: City Clerk

Case/Project No.:

Submitted by:

Liquor Licenses

ITEM 7.A.

Council Action: 3/25/2024

Description

- 1.) 1892 German Beer Haus, 142 W. Broadway
- 2.) C'Mon Inn, 144 W Broadway
- 3.) Godfather's Pizza, 3020 W Broadway
- 4.) Kikkers, 1503 Ave. C
- 5.) Saint Albert Catholic Schools, 400 Gleason Ave. (Special Event)
- 6.) Squirrel Cage Jail, 226 Pearl St.

Background/Discussion

See attachment.

Recommendation

ATTACHMENTS:

Description

[Liquor Licenses](#)

[Liquor License - Calls For Service](#)

Type

Other

Other

Upload Date

3/20/2024

3/20/2024

1892 German Beer Haus LC0038380

Premise Street : 142 W Broadway

Application Number : App-197034

Class C Retail Alcohol License

>	Application Type Renewal	Tentative Effective Date 2024-05-01	Tentative Expiration Date 2025-04-30	Application Status ? Pending Dramshop Review
---	-----------------------------	--	---	---

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

C'Mon Inn- LC0047056
Premise Street : 144 West Broadway
Class C Retail Alcohol License

Application Number : App-195650

>	Application Type Renewal	Tentative Effective Date 2024-05-01	Tentative Expiration Date 2025-04-30	Application Status ? Pending Dramshop Review
---	-----------------------------	--	---	---

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

Godfather's Pizza- BW0094490

Premise Street : 3020 West Broadway

Special Class C Retail Alcohol License

Application Number : App-196953

>	Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
	Renewal	2024-05-20	2025-05-19	Pending Dramshop Review

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

Kikkers- LC0040780
Premise Street : 1503 Avenue C
Class C Retail Alcohol License

Application Number : App-197027

>	Application Type Renewal	Tentative Effective Date 2024-04-08	Tentative Expiration Date 2025-04-07	Application Status ? Pending Dramshop Review
---	-----------------------------	--	---	---

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

Saint Albert Catholic Schools

Premise Street : 400 Gleason Avenue

Application Number : App-196731

Class C Retail Alcohol License

Application Type New	Tentative Effective Date 2024-04-20	Tentative Expiration Date 2024-04-24	Application Status Pending Dramshop Review
License Length 5 Day	Local Authority City of Council Bluffs	Dramshop	Corporation Name COUNCIL BLUFFS AREA CATHOLIC EDUCATIONAL SYSTEMS, INC.
Privileges and Sub Permits	Licensee Consented for Automatic Renewal		

Temp - Spec. Event / Auction

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

Squirrel Cage Jail- WBN001201

Premise Street : 226 Pearl Street

Application Number : App-196886

Special Class B Retail Native Wine License

>	Application Type Renewal	Tentative Effective Date 2024-03-19	Tentative Expiration Date 2025-03-18	Application Status ? Submitted to Local Authority
---	-----------------------------	--	---	--

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>ms</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>BS</u>	Issued _____	
ZONING <u>Cls</u>	Expires _____	
	Council _____	

1892 German Beer Haus 142 W Broadway Renewal

04/23/23 Call of disturbance – Officers were unable to locate any disturbance in the area.

05/01/23 Call of disturbance at a bar – Suspect from a disturbance at another area bar went into the 1892. Officers were unable to locate a disturbance or suspect.

07/11/2023 Call of disturbance at a bar – 23-007008, Caller advised 4 males in the 100 block bar area threatening people. Officers located an intoxicated juvenile male who was arrested. There was nothing to indicate that this subject was at the bar. I assume the original call came from the area of 142 W Broadway and that was why this call popped up for this address.

07/23/23 Call of Assault outside at the rear of 1892 – “CALLER ADV HE WAS JUMPED BY 3 MALES, 1 SUBJ HAD A SHARP OBJECT OF COME SORT, THINKS HE WAS CUT ON HIS ELBOW, BLK SUV LEFT NB T/L 2 MINS, B/M DREDS W/M UNK DESC, CALLER IS OUTSIDE BEHIND THE BAR, PT TREATED AND RELEASED” Report was taken by Officers no suspects were located and Officers received conflicting information from witnesses concerning the victims participation in the altercation. No information was provided that any of the participants were ever in 1892.

C'Mon inn 144 W Broadway Renewal

01/29/23 Call of Disturbance – Verbal disturbance only. Call handled by Officers.

02/24/03 Call of disturbance at a bar- “MALE HITTING FEMALE, CALLER STATED MALE WAS HITTING HER SISTER OUTSIDE THEN DICONNECTED, NO ANSWER ON CALLBACK.”

Officer Notes – “Made contact with the bar staff. Females were in the bar causing a disturbance. No male party with them. It is believed that the female caller may have been calling on the bar staff although the caller was not found.”

02/25/23 Bar Report – Officers submitted report “On 02-25-2023 at approximately 0138 hours I was dispatched to the area of 146 W Broadway (C'mon Inn) for an assault call. Two patrons (regulars and friends of the owner- escorted an intoxicated combative subject to the rear patio. An independent witness stated that she heard a verbal argument outside her bedroom window on the back patio to the C'mon INN bar. The witness stated that when she looked out her window she observed two parties in a verbal altercation with a male and a female lying on the ground. The witness then stated that she witnessed a verbal altercation” Call was handled by Officers.

04/23/23, 23-003965 Call of Minor in Possession – “CALLER SAW ON SNAPCHAT THAT THEY ARE SERVING SOMEONE UNDERAGE - SPECIFICALLY A WF BLONDE HAIR BRO SHIRT WITH A CARDIGAN” Officers report – “ On April 23, 2023 at 01:31 hours officers were dispatched to 144 W Broadway Come On Inn for an under-aged female drinking at the bar. The caller advised they witnessed a female who was 20yo posting pictures on Snapchat drinking. The caller did not advise the female's name but stated it was a blonde female wearing a brown shirt with a cardigan. Upon arrival I observed a female matching the description sitting at the bar. I asked for her ID and she attempted to leave. I then advised her we were called because she was not 21yo. The female gave me a name with a DOB of 09/11/01 and stated she was 22yo. She advised she didn't have her ID on her. I went back to my cruiser to run her information to get a picture back. I was unable to get her information to come back. I then located a

person with the same name and a DOB of 07/11/02 and ran her information. The photo matched the female in the bar.

I then had the subject come out to my cruiser. I advised the subject I knew her DOB was not 09/11/01 and that she was only 20yo. Subject stated she accidentally gave me the wrong DOB. Subject stated she was drunk and had been drinking at her house then came to the bar. Subject stated she never drank at the bar. It appeared that Subject had a water in front of her when officers arrived. While speaking with her I could smell alcohol on her breath. Subject refused PBT. Subject was issued a citation for minor in possession and false information. Subject signed and left with her mother. When officers asked to close subject's tab the bartender advised she only had water. A bar report was done." Subject was cited for Minor in possession and false information.

09/27/23 – 23- 009986 Call of disturbance at a bar – “BARTENDER ADV M OUTSIDE REF TO LEAVE - BANGING ON DOOR TRYING TO COME INSIDE AND FIGHT OTHER PATRONS, SUBJ WM GLASSES BLK AND GRY HAT WHT SHIRT BLK SHORTS, WOULDNT PAY HIS TAB, CALLER ADV M IS INTOX, HAS BEEN KICKED OUT OF MULTIPLE OTHER BARS, NO WEAPONS SEEN, M POSS NOW INSIDE 1892, CALLER ALSO ADV M IS DEAF, REQ CAB FOR M TO GO TO OMAHA PAYING WITH CARD, CASINO CAB NOTIF ADV ETA IS 215, CODE 2 AM NOT YET ENR, CANCEL CAB CODE 2 AM, Leaving Scene (Location: Corrections) - 1 AM.” Subjected was arrested and charged with Public Intoxication.

Godfathers Pizza 3020 W Broadway Renewal

No relevant calls for service.

Kikkers 1503 Ave C Renewal

01/07/2023 Call of Intoxicated subject – “CALLER IS BARTENDER, ADV ROWDY M WOULDNT LEAVE NOW THAT CALLER CALLED PD HE IS LEAVING DID ASSAULT SOMEONE IN THE PARKING LOT M HE ASSAULTED IS IN THE BAR WITH CALLER THEY ARE THE ONLY ONES THERE, M LEFT NB ON 15TH ST SHORT WM ORG COAT INTOX UNK 200 NO WEAPS LEFT ON FOOT, On Scene - CHECKING AREA.” Officer Notes - Male in the bar did not wish to pursue charges. Bartender stated she would call in the future for a ban and bar if he returns.

01/27/2023 Call of disturbance at a bar – “MULT SUBJS FIGHTING, 6-7 SUBJS STARTING TO BREAK UP NOW ONLY 2-3 FEMALE FIGHTING NOW, OUT FRONT, SOME PARTIES LEFT WHEN THEY HEARD THE POLICE WERE BEING CALLED UNK FURTHER ON PARTIES THAT LEFT.” Parties were gone upon Officers arrival.

01/28/23 Call of theft – Patron left without paying the tab after his cards were declined. Officers issued warrants for his arrest.

02/10/23 Call of overdose – “CAME WITH 2 MEN, MEN ARE INSIDE, POSS TAKEN MOLLY, DAKOTA RUBY AND TYLER COLLINS ARE THE TWO MALES, C5 HAS 1 A/M DETAINED. “Scene was cleared of any other serious issues” One of the suspects involved was arrested for a Violation of Probation warrant.

03/17/23 Call of disturbance at a bar – “DIST IN THE P/LOT STARTED IN THE BAR NOW OUTSIDE, BLOOD ON FLOOR, NO WEAPONS BELIEVED, 6-7 PEOPLE, MALE BLEED FROM THE NOSE OR EYE, LOOKS CALMED DOWN, PT IS BACK IN THE BAR WITH ICE PACK, PT IS W/M SHORTS SHIRT GOT TORN OFF, BROKEN GLASS, ASSAILANT TOOK OFF, STILL VERBAL DIST OUTSIDE.” Call was handled by Officer.

04/01/23 Call of Trespassing – “BARTENDER ADV MALE YELLING AT PEOPLE AND CUSTOMERS STANDING OUTSIDE, B/M BLU JEANS AND GREY HOODED SWEATSHIRT AND BLK BACKPACK, NO INTOX OR WEAP, MALE IS CURRENTLY OUTSIDE.” Subject was arrested for, Possession of controlled substance Marijuana, Possession of drug paraphernalia and public intoxication.

04/28/23 Call of Trespassing – “F ON LOC REF TO LEAVE, SHE IS IN THE PARKING LOT , ACTING STRANGE, W/F HAS ON A GRY JACKET PULLING A WAGON, HAS BEEN YELLING AND WAIVING HER ARMS AROUND, POSS ON 200, NO WEAPONS MENTIONED.” Female was gone upon Officers arrival.

04/28/23 Call of Minor in Possession – “CALLER ADV THERE IS A 16 YO FEMALE IN THE BAR DRINKER WITH HER 21 YR OLD BOY FRIEND, H/F UNK CLOTHING UNK WEAPONS//BOYFRIEND POSS ON 200,F IS NATALIE GARCIA, M IS RYAN WRIGHT, BAR IS SERVING THE F, CALLER REQ TO REMAIN ANONYMOUS.” Officers were unable to locate the suspect minor female.

09/14/23 Call of disturbance at a bar – “ASSAULTED BY PATTY COMBS, SCRATCHES ON NECK, UNK WEAP, ALL PARTIES HAVE BEEN DRINKING, CALLER IS OUT ON THE SIDE OF THE BAR,SUSP IS STILL ON LOC.” Call was handled by Officer

10/22/23 Call of intoxicated subject – “CALLER ADV THERE IS A INTOX FEMALE STARTING FIGHTS WITH EVERYONE IN THE PARKING LOT, FEMALE "CRYSTAL" W/F PINK DRESS AND BRAIDS, NO WEAPONS SEEN, F LEFT IN CAB PRIOR TO OFFICER ARRIVAL.”

10/24/23 Call to assist Fire Department with Unconscious/fainting subject – “CUSTOMER PASSED OUT NOT RESPONDING, IS BREATHING, IS INTOX.” Subject was transported to Mercy ER by squad.

12/27/23 Call of theft – “SEE CALLER REF SUBJ DIDNT PAY FOR TAB FOR BILL ON THE 6TH - M NOT ON LOC, (M KEPT PROMISING TO COME IN AND PAY IT AND NEVER DID).” Officer filed for warrant for suspect.

12/27/23 Call of trespassing – “W/F BLK COAT BLK PANTS AND BLK BOOTS, GRY HAT INSIDE REF TO LEAVE, HAS BEEN ASKED TO LEAVE BUT HASN'T PREVIOUSLY BEEN BANNED AND BARRED,NO WEAPONS SEEN BUT HAS A LARGE BAG WITH HER POSS 96 ISSUES.” Call was handled by Officers

Saint Albert Catholic Schools 400 Gleason 5-day (Auction)

No relevant calls for service.

Squirrel Cage Jail 226 Pearl St Renewal

No relevant calls for service.

Council Communication

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

Special Event Application
ITEM 7.B.

Council Action: 3/25/2024

Description

Live on Nebraska (Fireworks)

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Special Event Application	Other	3/20/2024

SPECIAL EVENT PERMIT APPLICATION
(Must be turned in at least 2 weeks prior to event)

A Special Event Permit is required from the City of Council Bluffs for any special activity that requires exclusive use of city streets and sidewalks, requires special assistance of a city department, or is likely to have a large impact on traffic.

Please Note: If you are having a small event in a City park (small wedding, family picnic, etc.) you may need to fill out the Parks & Rec. Special Event Form.

Please check any boxes that apply:

I. General Information.

- Organization/Person Requesting: Ray Sandoval J+M Displays
- Name of Event: Live on Nebraska
- Contact Name: Ray Sandoval
- Mailing Address for Contact: 17783 Allis St C.B. IA
- Contact Phone Number: 402-980-1800
- Email: Ray @ J+M Displays.com
- Address of Event: Tom Hagan Park North of Pedestrian Bridge
- Estimate of Number of Participants: _____
 - ☐ 1-50 ☐ 251-500
 - ☐ 51-100 ☒ 501-1,000
 - ☐ 100-150 ☐ > 1,000
- Attach map of event location, set-up, and/or route

II. Type of Event:

- | | |
|--|--|
| <input type="checkbox"/> Circus* | <input type="checkbox"/> Walk, Run, Bicycle Event |
| <input type="checkbox"/> Carnival* | <input type="checkbox"/> Concert |
| <input checked="" type="checkbox"/> Fireworks* | <input type="checkbox"/> Neighborhood/Block or Private Party |
| <input type="checkbox"/> Parade* | <input type="checkbox"/> Other: _____ |

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

III. Date of Event

- | | |
|------------------------------|--------------------------------|
| - Date Set Up <u>4-12-24</u> | Date Taken Down <u>4-12-24</u> |
| - Date Held <u>4-12-24</u> | Times Held <u>Noon - 11 PM</u> |

- IV. Brief description of event:** This will be a fireworks show for the lighting of the pedestrian bridge for organ donor month.
- _____
- _____
- _____

V. Additional permits required when event includes

☐ Sale of Alcoholic Beverages

- Requires temporary liquor license from the Iowa Alcoholic Beverage Division. Apply on-line at www.iowaabd.com. ABD can be reached at 1-866-469-2223.
- The application for a temporary liquor license must be reported to the City Clerk's office and approved by multiple City Departments before final approval of the City Council. (this process could take 2-4 weeks)

☐ Sale of Food Products

- Requires permit from Iowa Department of Inspections & Appeals (515-281-6538).

☒ Fireworks

- Requires permit from City Fire Department (712-328-4646).

☒ Noise

- If event includes music, a live band, or noise of any kind a request for a noise variance must be made. See form attached.

VI. Traffic Control

☐ Request Police Assistance for

N/A

Cost for City worker's overtime may be required. Administrative fees for police services and cruisers are provided at additional costs.

☐ Street closures (**Must include a Map**)

If using the 712 Initiative Block Party Trailer, please complete section VIII.

- Street closures must be in compliance with the Manual for Uniform Traffic Control Devices. Traffic control barricades and signage must be furnished and placed by qualified companies or by the city. The city charges fees for this service.
- Street closures require abutting property owners' concurrence. Petition/permission form attached. Requires signature of any property affected by the closure.
- Event Organizers are responsible for notifying businesses that affected by street closure. Notice to businesses must be given at least 4 weeks in advance of the event.

VII. Please check any of the following boxes that apply to this event.

- ☐ animals
- ☐ open fires (other than barbeques)
- ☐ portables (porta-potties) – recommendations based on duration/people attending
- ☐ using a park, sidewalk or street surrounding a park
- ☐ using any portion of a public trail
- ☐ using any public area
- ☐ there will alcoholic beverages be sold
- ☐ there will alcoholic beverages be served
- ☐ there will there be a fee/charge to take part in this event

If you checked any of the boxes above, please give a brief description below:

VIII. Street Closure while utilizing the 712 Initiative Block Party Trailer:

The following items must be completed and submitted with this application to the City Clerk's Office, 209 Pearl Street, Suite 102, Council Bluffs..

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

The 712 Initiative will provide the City Clerk's Office with your reservation information once they have approved the use of the trailer.

If not using the 712 Initiative Block Party Trailer, you must obtain insurance, as outlined below.

Insurance Requirements: For all events, an *Insurance Certificate* is required in the amount of \$1,000,000.00, for Liability coverage, listing the City of Council Bluffs as an additional insured.

PLEASE NOTE: The request form must be returned to the City Clerk's Office, 209 Pearl Street, at least 2 weeks prior to the event or the event will be denied. If you have any questions please contact us at 712-890-5261

Council Communication

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

Gail Hunter
ITEM 9.A.

Council Action: 3/25/2024

Description

My family is requesting to be heard in regards to the city's denial of a permit for electricity at 2913 Emil Lane.

Background/Discussion

Recommendation