

Danielle Bemis - Forvis Mazars Audit Services Firm Introduction
Antonia Krupicka-Smith - Library Kiosk on First Ave Trail at Cochran Park
Review Agenda



City Council Meeting Minutes July 8, 2024

CALL TO ORDER

Mayor Walsh called the meeting to order at 7:00 p.m. on Monday July 8, 2024 at 7:00 p.m.

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

Council Member present via Zoom: Joe Disalvo.

Staff present: 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 June 24, 2024 City Council meeting minutes.

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

MAYORS PROCLAMATIONS

PUBLIC HEARINGS

Resolution 24-186

Resolution granting final plat approval of a two-lot commercial subdivision to be known as HRH Replat 1, legally described as being a replat of all of Lots 13 through 17 and all of Lot 18, except that portion in the southwest corner taken for street right-of-way, and all of Lots 19 through 21, and the west 10' of Lot 22, all lying in Block 15, Highland Place. Location: 2127, 2129, and 2139 Avenue A and 2146 W. Broadway. SUB-24-004

Roger Sandau and Steve Gorman moved and seconded approval of Resolution 24-186. Unanimous, 5-0 vote.

Resolution 24-187

Resolution to vacate and dispose of the east/west alley abutting Lots 5 and 6, Block 2, Bayliss 2nd Addition. Location: Alley abutting properties commonly addressed as 129 S. 8th Street, 732 and 734 Willow Avenue. SAV-24-001

Jill Shudak and Steve Gorman moved and seconded approval of Motion to Withdraw Resolution 24-187 and cancel public hearing. Resolution fails. Unanimous, 5-0 vote.

Resolution 24-188

Resolution approving the plans and specifications for the East Manawa Sewer Rehab, Phase XIII. Project #PW25-09

Roger Sandau and Steve Gorman moved and seconded approval of Resolution 24-188. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 24-189

Resolution accepting the bid of DPS, LLC for the Council Bluffs Recycle Center Scale Paving. Project# PW24-26

Roger Sandau and Jill Shudak moved and seconded approval of Resolution 24-189. Unanimous, 5-0 vote.

Resolution 24-190

Resolution to approve Change Order #2 for the City-wide Parking Lot Upgrade for Big Lake Park and Valley View Park parking lots adding \$22,648.33 to the contract amount. Project #R24-01

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-190. Unanimous, 5-0 vote.

Resolution 24-191

Resolution authorizing the Mayor to execute an agreement for the consent to subdivision and petition for voluntary annexation of properties located in part of the NE1/4 of Section 10-74-43 and part of the NW1/4 of Section 11-74-33, more specifically described in the Council packet, between City of Council Bluffs and Julia Asmus Johnson 2017 Trust. Location: 14887 Canoe Lane and 34.97 acres of undeveloped land to the immediate east. MIS-24-003

Jill Shudak and Joe Disalvo moved and seconded approval of Resolution 24-191. Unanimous, 5-0 vote.

Resolution 24-192

Resolution authorizing the mayor to execute an agreement with McClure for engineering services in connection with the Avenue B Reconstruction. Project # PW25-13

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-192. Unanimous, 5-0 vote.

Resolution 24-193

Resolution authorizing the 28E Agreement with the Southwest Iowa Planning Council/Southwest Iowa Transit Agency to provide paratransit service under the City's Special Transit Service.

Steve Gorman and Chris Peterson moved and seconded approval of Resolution 24-193. Unanimous, 5-0 vote.

Resolution 24-194

Resolution accepting the bid of Western Iowa Utilities (Hildreth Landscape Inc.) for the Kaneshville Sanitary Sewer Extension. Project # PW24-21

Steve Gorman and Chris Peterson moved and seconded approval of Resolution 24-194. Unanimous, 5-0 vote.

Resolution 24-195

Resolution accepting the bid of Charles Vrana & Son Construction Company for the TSL Intermodal Container Freight Station in Council Bluffs.

Roger Sandau and Steve Gorman moved and seconded approval of Resolution 24-195. Unanimous, 5-0 vote.

Resolution 24-196

Resolution awarding the contract for Auditing Services for the City of Council Bluffs for the period of three fiscal years beginning with fiscal year 2024.

Jill Shudak and Joe Disalvo moved and seconded approval of Resolution 24-196. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses

1. Puerto Vallarta Mexican Restaurant, 3312 W Broadway
2. Pilot #329, 2647 S 24th St – Renewal
3. The Olive Garden Italian Restaurant #1856, 3707 Denmark Dr.
4. StreetSide Lounge, 319 N 16th St.
5. Sugar's Restaurant & Lounge, 2725 East Kaneshville
6. Wal-Mart, 3200 Manawa Dr.

Cigarette/Tobacco/Nicotine/Vapor Permit Renewal (11)

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

OTHER BUSINESS

CITIZENS REQUEST TO BE HEARD

ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:09 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: 7/8/2024

Description

Background/Discussion

Recommendation

Council Communication

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

Reading, correction and approval of the June 24,
2024 City Council meeting minutes.
ITEM 3.B.

Council Action: 7/8/2024

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
6-24-24 M	Minutes	7/2/2024



City Council Meeting Minutes June 24, 2024

CALL TO ORDER

Mayor Walsh called the meeting to order at 7:00 p.m. on Monday June 24, 2024.

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

Council Member present via Zoom: Jill Shudak.

Council Member absent: Chris Peterson.

Staff present: Jodi Quakenbush and Richard Wade.

CONSENT AGENDA

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

Reading, correction and approval of the June 10, 2024 City Council meeting minutes.

Resolution 24-173

Resolution setting a public hearing for July 8, 2024 at 7:00 p.m. for the East Manawa Sewer Rehab, Phase XIII. Project #PW25-09

Resolution 24-174

Resolution accepting the work of Peterson Contractors, Inc. as complete and authorizing release of retainage after 30 days if no claims are filed in connection with the Levee Certification Project, Geotechnical MR_9. PW22-06C

Resolution 24-175

Resolution of intent to vacate and dispose of and setting a Public Hearing for July 8, 2024 at 7:00 p.m. for the east/west alley abutting Lots 5 and 6, Block 2, Bayliss 2nd Addition. Location: Alley abutting properties commonly addressed as 129 S. 8th Street, 732 and 734 Willow Avenue. SAV-24-001

Resolution 24-176

Resolution accepting the work of Peterson Contractors, Inc. as complete and authorizing release of retainage after 30 days if no claims are filed in connection with the Levee Certification Project, Geotechnical MR_8. PW22-06B

Resolution 24-177

Resolution authorizing transfers between funds under Iowa Code 545-2 for FY24.

Boards/Commissions, April 2024 Financial Reports and Claims

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

PUBLIC HEARINGS

Ordinance 6608

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020 by rezoning property legally described as Lots 13 through 17, Block 15, Highland Place from R-3/Low Density Multifamily Residential District to C-2/Commercial District, as defined in chapter 15.15. Location: 2127, 2129, and 2139 Avenue A and 2146 W. Broadway. ZC-24-004

Roger Sandau and Joe Disalvo moved and seconded approval of second consideration of Ordinance 6608. Unanimous, 4-0 vote. (Absent: Peterson)

Roger Sandau and Joe Disalvo moved and seconded approval of Motion to waive third consideration. Ordinance passes to law. Unanimous, 4-0 vote. (Absent: Peterson)

Resolution 24-178

Resolution approving the plans, specifications, form of contract, and cost estimate for Levee Certification Project, Geotechnical MR_6. Project # PW23-06A

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-178. Unanimous, 4-0 vote. (Absent: Peterson)

Resolution 24-179

Resolution to release permanent and perpetual easements granted for utility purposes across the previously vacated section of South 23rd Street and two previously vacated north/south alleys located in Lot 3, Railroad Addition Replat 1. Location: Immediately east of 2711 S. 24th Street. MIS-24-002

Jill Shudak and Joe Disalvo moved and seconded approval of Resolution 24-179. Unanimous, 4-0 vote. (Absent: Peterson)

Resolution 24-180

Resolution to dispose of City-owned property legally described as the west 84.6 feet of Lot 1, Block 3, Grimes Addition. Location: property formerly addressed at 756 Mynster St. OTB-24-006

Heard from Blake Johnson, 20396 Honeysuckle

Roger Sandau and Joe Disalvo moved and seconded approval of Resolution 24-180. Unanimous, 4-0 vote. (Absent: Peterson)

Resolution 24-181

Resolution to dispose of City property located south of 1st Avenue, between S. 8th and 7th Streets, more specifically described in the Council packet.

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-181. Unanimous, 4-0 vote. (Absent: Peterson)

ORDINANCES ON 2ND READING

Ordinance 6609

Ordinance to amend Chapter 8.44 "Property Damage" of the 2020 Municipal Code of Council Bluffs, Iowa, by amending Section 8.44.015 "Criminal Trespass".

Steve Gorman and Jill Shudak moved and seconded approval of second consideration of Ordinance 6609. Unanimous, 4-0 vote. (Absent: Peterson)

Roger Sandau and Joe Disalvo moved and seconded approval of motion to waive third consideration. Ordinance passes to law. Unanimous, 4-0 vote. (Absent: Peterson)

RESOLUTIONS

Resolution 24-182

Resolution to amend the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan), specifically by reclassifying property legally described as Lots 13 through 17, Block 15, Highland Place, from 'Low Density Residential' to 'Local Commercial.' Location: 2127, 2129, and 2139 Avenue A and 2146 W. Broadway. CP-24-002

Roger Sandau and Joe Disalvo moved and seconded approval of Resolution 24-182. Unanimous, 4-0 vote. (Absent: Peterson)

Resolution 24-183

Resolution to change the pay grade and step of the City Clerk position.

Motion to continue Resolution to July 22, 2024 by Jill Shudak, seconded by Joe Disalvo. 4-0 Vote Unanimous. (Absent: Peterson)

Resolution 24-184

Resolution authorizing the Mayor and City Clerk to execute an agreement and award a contract in the amount of \$275,750.50 to Western Iowa Utilities for the Valley View Dog Park, Project R23-13.

Roger Sandau and Steve Gorman moved and seconded approval of Resolution 24-184. Unanimous, 4-0 vote. (Absent: Peterson)

Resolution 24-185

Resolution authorizing the Mayor and City Clerk to execute an agreement with Jim's Hauling for the 3426 2nd Avenue Demolition and Restoration Project.

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-185. Unanimous, 4-0 vote. (Absent: Peterson)

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses: 1) Barleys, 114 W. Broadway; 2) Caddy's Kitchen and Cocktails, 103 W. Broadway; 3) Courtyard by Marriott, 2501 Bass Pro Dr.; 4) Dollar General #1574, 2731 E. Kanessville Blvd.; 5) Eagles Club, 1530 Ave. F; 6) Family Dollar 32697, 757 W. Broadway; 7) Jonesy's Corner, 2752 W. Broadway; 8) Juanito's Restaurant, 722 Creek Top – New; 9) Queen of Apostles Church, 3304 4th Ave.; 10) Super Convenience Store, 2547 2nd Ave.; 11) The Terrace, 4201 Rivers Edge Parkway; 12) Walgreens #03700, 535 E. Broadway; 13) Walgreens #04405, 2508 W. Broadway; 14) Walgreens #05306, 301 W. Bennett Ave.

Cigarette/Tobacco/Nicotine/Vapor Permit (6)

Friends of Lake Manawa Fireworks Special Event Application

Edwards Employee Appreciation Fireworks Special Event Application

Roger Sandau and Steve Gorman moved and seconded approval of Applications for permits and cancellations, Items 7A 1-14, 7B, 7C and 7D. Unanimous, 4-0 vote. (Absent: Peterson)

ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:13 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: Community Development
Case/Project No.: SUB-24-004
Submitted by: Haley Weber, Planner

Resolution 24-186
ITEM 4.A.

Council Action: 7/8/2024

Description

Resolution granting final plat approval of a two-lot commercial subdivision to be known as HRH Replat 1, legally described as being a replat of all of Lots 13 through 17 and all of Lot 18, except that portion in the southwest corner taken for street right-of-way, and all of Lots 19 through 21, and the west 10' of Lot 22, all lying in Block 15, Highland Place. Location: 2127, 2129, and 2139 Avenue A and 2146 W. Broadway. SUB-24-004

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	6/28/2024
Attachment A: Site Plan	Other	6/28/2024
Attachment B: Location/Zoning Map	Map	6/28/2024
Attachment C: Proposed HRH Replat 1	Other	6/28/2024
Resolution 24-186	Resolution	7/2/2024

City Council Communication

<p>Department: Community Development</p> <p>CASES #SUB-24-004, #ZC-24-004, and #CP-24-002</p> <p>Applicant: Justin Insinger 16934 Browne Street Omaha, NE 68116</p> <p>Property Owner: HRH Holdings, LLC 13435 Q Street Omaha, NE 68137</p> <p>Engineer/Surveyor: Brent Krumbach 14225 Dayton Circle, Suite 15 Omaha, NE 68137</p>	<p>Resolution No. _____</p> <p>Resolution No. _____</p> <p>Ordinance No. _____</p>	<p>CASE #ZC-24-004 1st Consideration: 6/10/2024 2nd Consideration: 6/24/2024 3rd Consideration: 7/8/2024</p> <p>CASE #CP-24-002: 6/24/2024</p> <p>CASE #SUB-24-004: 7/8/2024</p> <p>Planning Commission: 5/14/2024</p>
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Subject/Title

Request: Combined public hearings on the request of Justin Insinger for final plat approval of a two-lot commercial subdivision to be known as HRH Replat 1, legally described as being a replat of all of Lots 13 through 17 and all of Lot 18, except that portion in the southwest corner taken for street right-of-way, and all of Lots 19 through 21, and the west 10' of Lot 22, all lying in Block 15, Highland Place, City of Council Bluffs, Pottawattamie County, Iowa; rezone property legally described as being Lots 13 through 17, Block 15, Highland Place, City of Council Bluffs, Pottawattamie County, Iowa, from R-3/ Low Density Multifamily Residential District to C-2/Commercial District; and amend the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying property legally described as being Lots 13 through 17, Block 15, Highland Place, City of Council Bluffs, Pottawattamie County, Iowa, from 'Low Density Residential' to 'Local Commercial'.

Location: 2127, 2129, and 2139 Avenue A and 2146 W. Broadway

Background

The Community Development Department has received applications from Justin Insinger for the following requests to facilitate a redevelopment of the existing Runza site at 2146 West Broadway:

- A. Case #SUB-24-004: Final plat approval for a two-lot commercial subdivision to be known as HRH Replat 1, legally described as being a replat of all of Lots 13 through 17 and all of Lot 18, except that portion in the southwest corner taken for street right-of-way, and all of Lots 19 through 21, and the west 10' of Lot 22, all lying in Block 15, Highland Place, an addition to the City of Council Bluffs, Pottawattamie County, Iowa; and
- B. Case #ZC-24-004: Rezone property legally described as Lots 13 through 17, Block 15, Highland Place, an addition to the City of Council Bluffs, Pottawattamie County, Iowa, from R-3/ Low Density Multifamily Residential District to C-2/Commercial District; and
- C. Case #CP-24-002: Amend the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying property legally described as Lots 13 through 17, Block 15, Highland Place, an addition to the City of Council Bluffs, Pottawattamie County, Iowa from 'Low Density Residential' to 'Local Commercial.'

Runza has executed purchase agreements to acquire 2127, 2129, and 2139 Avenue A and is proposing to replat these lots, along with their existing site at 2146 W. Broadway, to create two lots of record for the proposed redevelopment. The proposed rezoning and future land use amendments ensure that the proposed redevelopment is compatible with the Bluffs Tomorrow: 2030 (Comprehensive Plan) and the City’s Zoning Ordinance. The subdivision, rezoning, and comprehensive plan amendment requests are more particularly described below:

CASES #ZC-24-004 and #CP-24-002

The existing Runza site (2146 W. Broadway) is currently zoned C-2/Commercial District, which allows ‘restaurant (fast food) as a principal use; the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the existing Runza site as ‘Local Commercial.’ However, the three residential properties to the north to be incorporated into Runza’s proposed site plan (See Attachment ‘A’) are currently zoned R-3/Low-Density Multifamily Residential District and have a ‘Low-Density Residential’ future land use designation.

The subject request is to rezone the three residential properties north of Runza’s site (2127, 2129, and 2139 Avenue A) from R-3 District to C-2 District to ensure consistent and compatible zoning throughout the redeveloped site and to reclassify the properties to ‘Local Commercial’ so that the proposed development is consistent with the City’s comprehensive plan. 2146 W. Broadway and 2127, 2129, and 2139 Avenue A are also located within the West Broadway Corridor Design Overlay (CDO).

The subject properties to be rezoned are surrounded by the following zoning districts and existing land uses:

Direction	Existing Zoning Districts	Existing Land Uses
North	R-3/Low-Density Multifamily Residential District	Single-family dwellings (across Avenue A)
South	C-2/Commercial District	Existing Runza site
East	R-3/Low-Density Multifamily Residential District	Single-family dwellings
West	R-3/Low-Density Multifamily Residential District	Single-family dwellings (across N. 22 nd Street)

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. As of the date of this report, no comments were received.

Future Land Use Map (Subject properties outlined in orange)



Discussion

- A. The subject properties are currently zoned R-3/Low Density Multifamily Residential District and are proposed to be rezoned to C-2/Commercial District to allow for the proposed ‘restaurant (fast food)’ use.
- B. The subject property is located within the West Broadway Corridor Design Overlay (CDO), which “*is intended to promote a well-planned and visually attractive corridor that encourages private investment, opportunities for multi-modal transportation options, safe pedestrian access and walkability, improved traffic and parking conditions, and buildings constructed with high quality materials and timeless architectural design*” and regulates building placement, architecture, landscaping, streetscapes, access, outdoor lighting, screening, fencing, and signage within the CDO. Projects which are unable to meet certain aspects of the West Broadway CDO are allowed the option of applying for a site-specific development plan which enhances components of the development in exchange for relief of other requirements. On February 12, 2024, the Council Bluffs City Council approved a site-specific development plan which established site development, off-street parking, architecture, landscaping, streetscape, pedestrian/vehicular access, lighting, screening and signage standards for the subject properties (Case #MIS-23-015). All development on the subject properties shall comply with said development plan.
- C. The Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject properties as ‘Low-Density Residential.’ The applicant is proposing to reclassify the subject properties to ‘Local Commercial’ to ensure consistency and compatibility with the designation for Runza’s existing site and the Future Land Use Plan.

CASE #SUB-23-001

The proposed commercial subdivision is comprised of 0.65 acres, more or less, of land and will consist of two lots. Proposed Lot 1 will contain a new Runza restaurant building and proposed Lot 2 will contain additional parking and a portion of the drive-through lane. Both lots will have access to improved public streets and will be fully served with utilities (e.g., sanitary/storm sewers, water, gas, electric, etc.). The proposed HRH Replat 1 is included within this report at Attachment ‘C.’

Comments

- A. The Community Development Department provided the following comments:
 - 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 proposed subdivision is consistent with the purpose and intent of Title 14: Subdivisions of the Council Bluffs Municipal Code. The developer has submitted applications to rezone proposed Lot 2 and amend its future land use designation (see Cases #ZC-24-004 and #CP-24-002) to ensure the proposed subdivision is consistent with Title 15: Zoning of the Council Bluffs Municipal Code and the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan).
 - 3. All construction activity that occurs within the proposed subdivision shall comply with the site-specific development plan adopted for the subject properties (Case #MIS-23-015).
 - 4. Both lots within the proposed subdivision will have access to improved public streets. Proposed Lot 1 will have access to W. Broadway and N. 22nd Street and proposed Lot 2 will have access to N. 22nd Street and Avenue A.
 - 5. All lots will be serviced with utilities (e.g., sanitary/storm sewers, water, electricity, etc.). 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.
 - 6. The proposed subdivision is not located within a flood zone.
 - 7. The following technical correction(s) shall be made to the final plat prior to being executed by the City of Council Bluffs:
 - a. The referenced Instrument No. 111000 should be “Instrument No. 11100”.
- B. The Council Bluffs Public Works Department stated they have no comment on the rezoning or comprehensive plan amendment requests and stated they will continue to work with the Engineer of Record to finalize the site plan design.

- C. The Council Bluffs Permits and Inspections Division stated they have no comment on the requests.
- D. The Council Bluffs Police Department stated they have no comments or objections to the requests.
- E. Council Bluffs Water Works provided the following comments:
 - 1. There is a water main the right-of-way of N. 22nd Street that will need to be protected in place.
 - 2. There is a service for 2200 W. Broadway in the right-of-way of N. 22nd Street that will need to be protected in place.
 - 3. There is a service for 2124 W. Broadway in the alley that will need to be protected in place.
 - 4. The current service for Runza will run directly under the monument sign.

Recommendation

The Community Development Department recommends the following:

- A. Final plat approval of a two-lot commercial subdivision to be known as HRH Replat 1, legally described as being a replat of all of Lots 13 through 17 and all of Lot 18, except that portion in the southwest corner taken for street right-of-way, and all of Lots 19 through 21, and the west 10' of Lot 22, all lying in Block 15, Highland Place, 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. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
 - 3. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
 - 4. 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.
 - 5. All development within the proposed subdivision shall comply with the development standards listed in the site specific development plan for the subject property (Case #MIS-23-015).
 - 6. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility.
- B. Approval of the request to rezone property legally described as Lots 13 through 17, Block 15, Highland Place, City of Council Bluffs, Pottawattamie County, Iowa, from R-3/ Low Density Multifamily Residential District to C-2/Commercial District, subject to the comments stated above.
- C. Approval of the request to amend the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying property legally described as Lots 13 through 17, Block 15, Highland Place, City of Council Bluffs, Pottawattamie County, Iowa, from 'Low Density Residential' to 'Local Commercial.'

Public Hearing

Staff speakers for the request:

- 1. Haley Weber, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor: None

Speakers against: None

The Planning Commission recommended the following:

- A. Final plat approval of a two-lot commercial subdivision to be known as HRH Replat 1, legally described as being a replat of all of Lots 13 through 17 and all of Lot 18, except that portion in the southwest corner taken for street right-of-way, and all of Lots 19 through 21, and the west 10' of Lot 22, all lying in Block 15, Highland Place, 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 and extension has been requested and granted by the Community Development Director.
 2. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
 3. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
 4. 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.
 5. All development within the proposed subdivision shall comply with the development standards listed in the site specific development plan for the subject property (Case #MIS-23-015).
 6. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility.
- B. Approval of the request to rezone property legally described as Lots 13 through 17, Block 15, Highland Place, City of Council Bluffs, Pottawattamie County, Iowa, from R-3/ Low Density Multifamily Residential District to C-2/Commercial District, subject to the comments stated above.
- C. Approval of the request to amend the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying property legally described as Lots 13 through 17, Block 15, Highland Place, City of Council Bluffs, Pottawattamie County, Iowa, from 'Low Density Residential' to 'Local Commercial.'

VOTE: AYE – Hutcheson, Knauss, Freund, Rater, Rew, Stroebele, VanHouten, and Watson. NAY – None.
ABSTAIN – None ABSENT – None. VACANT - Three Motion: Carried.

Attachments

- Attachment A: Site Plan
- Attachment B: Location/Zoning Map
- Attachment C: Proposed HRH Replat 1

Prepared by: Haley Weber, Planner, Community Development Department

PARKING REQUIREMENTS:

C-2 (W. BROADWAY OVERLAY) ZONING
 PER CITY OF OMAHA ZONING:
 RESTAURANT (DRIVE-IN): 1 SPACE PER 100 SF
 2,800 SF BUILDING/100 = 28 SPACES

REQUIRED TOTAL SITE PARKING: 28 STALLS
 REQUIRED TOTAL SITE HANDICAP: 2 STALLS

PROPOSED TOTAL SITE PARKING: 28 STALLS
 PROPOSED TOTAL SITE HANDICAP: 2 STALLS

ZONING REQUIREMENTS:

C-2 ZONING
 FRONT YARD: 15 FEET
 STREET SIDE YARD: 10 FEET
 REAR YARD: 10 FEET
 SIDE YARD: 5 FEET
 MAX HEIGHT: 50 FEET
 LOT COVERAGE: 60% MAX

OTHER ZONING REGULATIONS:

WEST BROADWAY OVERLAY
 BUILD TO ZONE (SUPERSEDES SETBACKS):
 5' MIN SETBACK FROM PROPERTY LINE
 20' MAX SETBACK FROM PROPERTY LINE

REQUIRED FRONTAGE LANDSCAPING: 5' WIDE PROVIDED FRONTAGE LANDSCAPING;
 5' WIDE

CURB CUTS:
 FOR CORNER LOTS A MAX OF ONE CURB CUT PER FRONTAGE, REGARDLESS OF LENGTH.

WEST BROADWAY CURB CUTS SHALL NOT BE LESS THAN 75 FEET FROM THE INTERSECTING STREET CURB.

SIDE STREET CURB CUTS SHALL BE LOCATED NOT LESS THAN 28' ON AN UN-SIGNALIZED INTERSECTION FROM WEST BROADWAY.

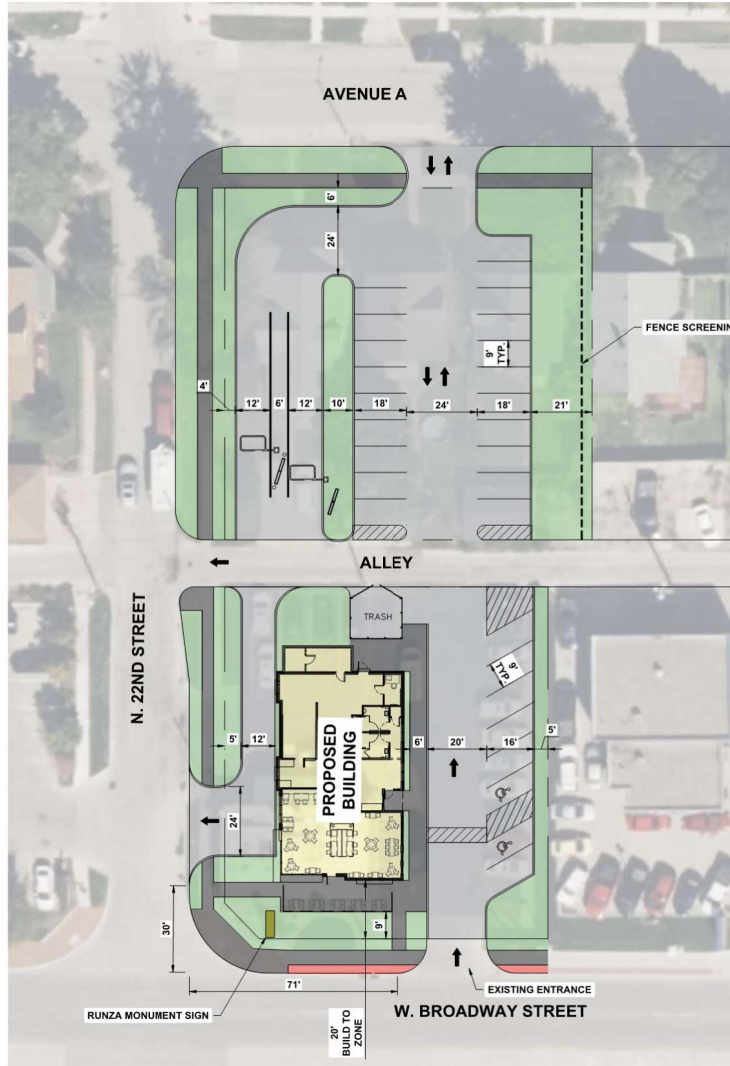
DRIVE THROUGH:
 IN SITUATIONS WHERE DRIVE-THROUGH LANES ARE LOCATED IN FRONT OF BUILDINGS, THE DRIVE-THROUGH LANES SHALL BE SCREENED FROM ADJACENT PUBLIC STREET RIGHT-OF-WAY BY ONE OF THE FOLLOWING METHODS:

1. A MAXIMUM FOUR-FOOT MASONRY WALL, SUBJECT TO THE BASE MATERIALS LISTED IN CBMC SECTION 15.32A.060, ARCHITECTURE;
2. A VEGETATIVE WALL CAPABLE OF PROVIDING A SUBSTANTIALLY OPAQUE BARRIER AND ATTAINING A MATURE HEIGHT OF FOUR-FEET WITHIN THREE (3) YEARS OF PLANTING;
3. AN ARCHITECTURAL FEATURE ATTACHED TO THE BUILDING; OR
4. A COMBINATION THEREOF.

*LANDSCAPE PLAN WILL NEED TO BE PROVIDED TO MEET ALL LANDSCAPING REQUIREMENTS.

Table 88-1.02: Minimum Parking Dimensions

Parking Lot Dimension		Parking Angle (θ)					
		Two-way Aisle		One-way Aisle			
		90°	60°	45°	60°	45°	
Stall Projection	SP	18'-0"	15'-7"	12'-9"	15'-7"	12'-9"	
Aisle Width	A	24'-0"	25'-10"	29'-8"	20'-4"	21'-6"	
Base Module	M ₁	60'-0"	57'-0"	55'-2"	51'-6"	47'-0"	
Single Loaded Module	M ₂	42'-0"	39'-0"	37'-7"	32'-6"	29'-5"	
Wall to Interlock	M ₃	60'-0"	55'-10"	52'-2"	49'-4"	44'-0"	
Interlock to Interlock	M ₄	60'-0"	53'-8"	49'-2"	47'-2"	41'-0"	
Overhang	o	2'-6"	2'-2"	1'-9"	2'-2"	1'-9"	
Stall Width	Width Projection	WP	8'-6"	9'-10"	12'-0"	9'-10"	12'-0"
	Interlock	i	0'-0"	2'-2"	3'-0"	2'-2"	3'-0"
9'-0"	Width Projection	WP	9'-0"	10'-5"	12'-9"	10'-5"	12'-9"
	Interlock	i	0'-0"	2'-3"	3'-2"	2'-3"	3'-2"



No.	Revision/Issue	Date


Project Name and Address
RUNZA RESTAURANT
 2146 W BROADWAY ST.
 COUNCIL BLUFFS, IA

Sheet No. SITE PLAN	Sheet
Date: 11/1/2023	1
Scale: 1" = 20'	

CITY OF COUNCIL BLUFFS CASES #SUB-24-004, #ZC-24-004, #CP-24-002 LOCATION/ZONING MAP

Legend

-  Subject Properties Case #SUB-24-004
-  Subject Properties Cases #ZC-24-004, CP-24-002

0 25 50

 1 Inch = 50 Feet

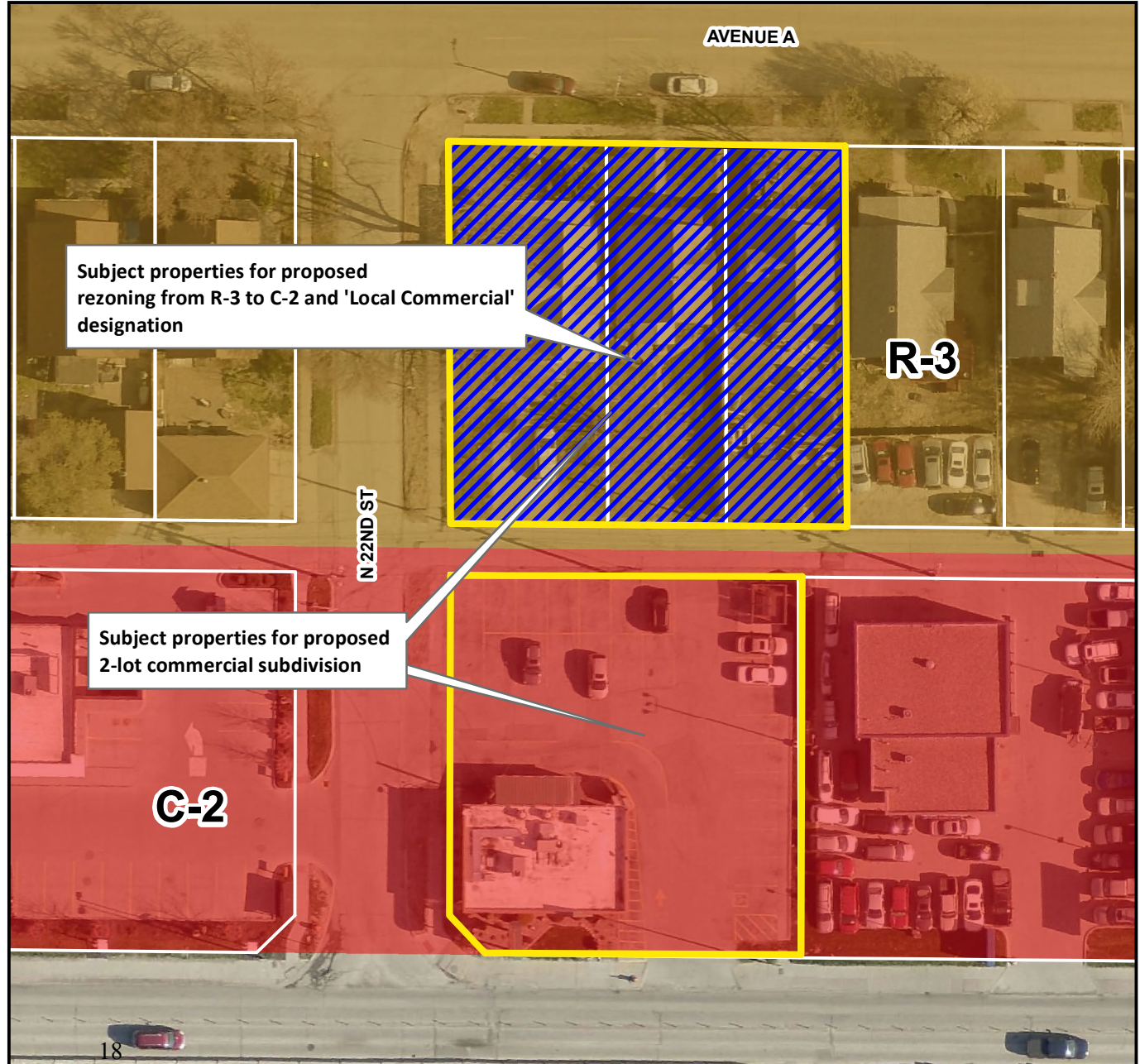


Last Amended: 4/16/2024



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.



INDEX LEGEND
 LOCATION:
 LOTS 13 THRU 21 AND THE WEST 10' OF LOT 22, BLOCK 15, HIGHLAND PLACE,
 AN ADDITION TO THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA
 REQUESTOR: RICHARD HUDSON, HRH HOLDINGS, LLC
 PROPRIETOR: RICHARD HUDSON, HRH HOLDINGS, LLC
 SURVEYOR: BRENT D. KRUMBACH
 SURVEYOR COMPANY: CORNERSTONE SURVEYING, LLC
 RETURN TO: BRENT D. KRUMBACH, 14225 DAYTON CIRCLE, STE 15, OMAHA, NE 68137
 SURVEYORS@CORNERSTONESURVEYING.COM (402) 451-2088

COUNTY RECORDER

FINAL PLAT
HRH REPLAT 1

LOTS 1 AND 2, INCLUSIVE
 BEING A REPLAT OF ALL OF LOTS 13 THROUGH 17 AND ALL OF LOT 18,
 EXCEPT THAT PORTION IN THE SOUTHWEST CORNER TAKEN FOR STREET
 RIGHT-OF-WAY, AND ALL OF LOTS 19 THROUGH 21, AND THE WEST 10' OF
 LOT 22, ALL LYING IN BLOCK 15, HIGHLAND PLACE, AN ADDITION TO THE
 CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

PLAT LEGAL DESCRIPTION

SOUTH TRACT DESCRIPTION (LOT 1)
 LOTS 18, 19, 20 AND 21, AND THE WEST 10 FEET OF LOT 22, IN BLOCK 15, HIGHLAND PLACE, AN ADDITION TO COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE CITY OF COUNCIL BLUFFS, IOWA, RECORDED AS INSTRUMENT NO. 2019-111000, RECORDS OF POTTAWATTAMIE COUNTY, IOWA, BEING DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 18, BLOCK 15, HIGHLAND PLACE; THENCE S87°47'06"E (AN ASSUMED BEARING RELATIVE TO ALL BEARINGS CONTAINED HEREIN) FOR 110.40 FEET ALONG THE NORTH LINES OF SAID LOTS 18 THROUGH 22 (ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF A 16' WIDE ALLEY IN SAID BLOCK 15); THENCE S01°11'19"W FOR 119.99 FEET; THENCE N87°51'21"W FOR 98.82 FEET ALONG THE SOUTH LINES OF SAID LOTS 18 THROUGH 22 (ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST BROADWAY STREET); THENCE N42°11'20"W FOR 17.05 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE OF WEST BROADWAY STREET; THENCE N01°15'43"E FOR 107.92 FEET ALONG THE WEST LINE OF SAID LOT 18 (ALSO BEING THE EAST RIGHT-OF-WAY LINE OF N 22ND STREET) TO THE POINT OF BEGINNING.
 - CONTAINS 13,189 SQUARE FEET MORE OR LESS. (0.303 ACRES ±)

NORTH TRACT DESCRIPTION (LOT 2)
 LOTS 13, 14, 15, 16 AND 17, IN BLOCK 15, HIGHLAND PLACE, AN ADDITION TO COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17, BLOCK 15, HIGHLAND PLACE; THENCE N01°15'43"E FOR 120.12 FEET ALONG THE WEST LINE OF SAID LOT 17 (ALSO BEING THE EAST RIGHT-OF-WAY LINE OF N 22ND STREET); THENCE S87°51'48"E FOR 124.95 FEET ALONG THE NORTH LINE OF SAID LOTS 13 THROUGH 17 (ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "A"); THENCE S01°19'52"W FOR 119.85 FEET ALONG THE EAST LINE OF SAID LOT 13; THENCE N87°59'09"W FOR 124.80 FEET ALONG THE SOUTH LINES OF SAID LOTS 13 THROUGH 17 (ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF A 16' WIDE ALLEY IN SAID BLOCK 15) TO THE POINT OF BEGINNING.
 - CONTAINS 14,980 SQUARE FEET MORE OR LESS. (0.344 ACRES ±)

PROPRIETOR'S STATEMENT AND DEDICATION
 KNOW ALL PERSONS BY THESE PRESENTS THAT HUDSON INVESTMENTS, LLC, THE SOLE OWNER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED INTO LOTS 1 AND 2, AS SHOWN, AND THAT SAID PROPERTY TO BE KNOWN AS "HRH REPLAT 1".

1. A 5.0 FOOT WIDE EASEMENT ON ALL SIDE LOT LINES AND A 10.0 FOOT WIDE EASEMENT ALONG ALL FRONT AND REAR LOT LINES IS RESERVED FOR THE INSTALLATION AND MAINTENANCE OF ANY AND ALL UTILITIES.

- A. ERECTION OF STRUCTURES PROHIBITED: GRANTOR SHALL NOT ERECT ANY STRUCTURE OVER OR WITH THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
- 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 RIGHTS 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 WITH THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY THE GRANTOR OF THEIR SUCCESSORS AND ASSIGNS.
- E. SURFACE RESTORATION: THE CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED ONLY TO GRADING AND SEEDING.
- 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 AND EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO THE GRANTOR.
- G. EASEMENT RUNS WITH THE 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 GRANTEE'S USE OF THE EASEMENT AREA UNDER THE RIGHTS OF THIS AGREEMENT.

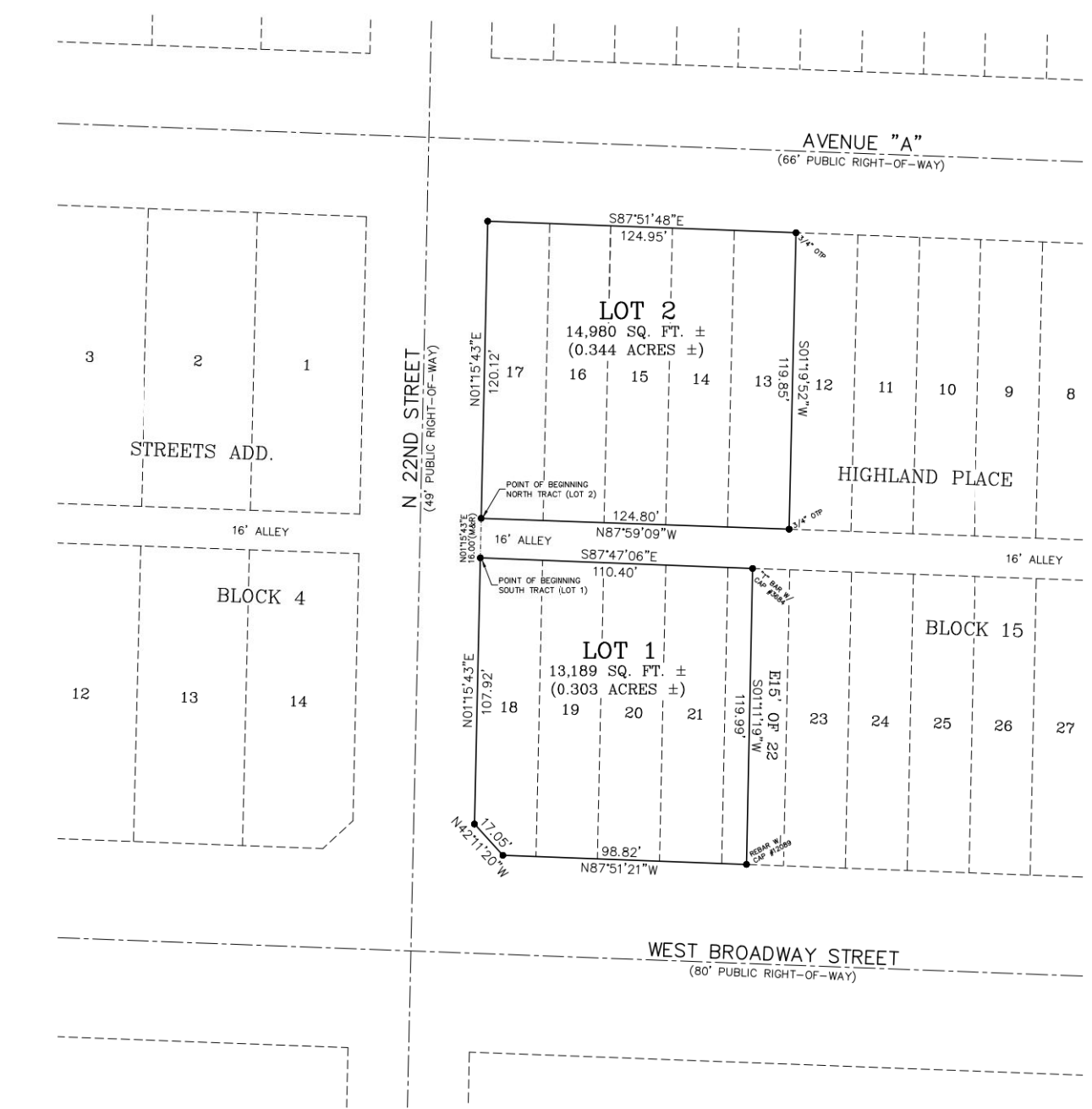
2. THERE WILL BE NO PRIVATE RESTRICTIONS AND/OR COVENANTS FOR THIS SUBDIVISION.

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE PROPERTY AS CONTAINED HEREIN ON THIS _____ DAY OF _____, 20____.

BY: _____
 RICHARD HUDSON, MEMBER
 HRH HOLDINGS, LLC

ACKNOWLEDGMENT OF NOTARY:
 STATE OF _____)
 COUNTY OF _____)
 ON THIS _____ DAY OF _____, 20____, BEFORE ME A NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED RICHARD HUDSON, MEMBER OF HRH HOLDINGS, LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON(S) WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED AS SUCH REPRESENTATIVE, AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

 NOTARY PUBLIC MY COMMISSION EXPIRES _____



CERTIFICATE 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.

LEA A. VOSS, TREASURER OF POTTAWATTAMIE COUNTY, IOWA _____ DATE _____

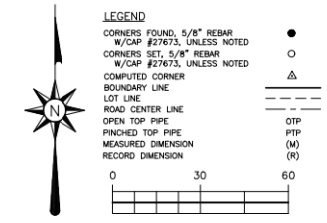
CITY COUNCIL APPROVAL
 THIS SUBDIVISION OF "HRH REPLAT 1" WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS, IOWA.

APPROVED BY THE MAYOR: THE HONORABLE MATTHEW J. WALSH _____ DATE _____

ATTESTED TO BY: _____
 JODI QUAKENBUSH, CITY CLERK, CITY OF COUNCIL BLUFFS _____ DATE _____

COURTNEY HARTER, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF COUNCIL BLUFFS _____ 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.
 BRENT D. KRUMBACH _____ DATE _____
 LICENSE NUMBER 27673
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
 PAGES OR SHEETS COVERED BY THIS SEAL: THIS PAGE ONLY



HRH REPLAT 1
LOTS 1 AND 2, INCLUSIVE
 BEING A REPLAT OF ALL OF LOTS 13 THROUGH 17 AND ALL OF LOT 18,
 EXCEPT THAT PORTION IN THE SOUTHWEST CORNER TAKEN FOR STREET
 RIGHT-OF-WAY, AND ALL OF LOTS 19 THROUGH 21, AND THE WEST 10' OF
 LOT 22, ALL LYING IN BLOCK 15, HIGHLAND PLACE, AN ADDITION TO THE
 CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

BOOK 23-17
 PAGE 2-10
 PROJECT NO. 230272
 DATE APRIL 15, 2024

CORNERSTONE SURVEYING, LLC
 PHONE: (402) 451-2088
 14225 DAYTON CIRCLE, SUITE 15, OMAHA, NE 68137

RESOLUTION NO. 24-186

A RESOLUTION GRANTING FINAL PLAT APPROVAL OF A TWO-LOT COMMERCIAL SUBDIVISION TO BE KNOWN AS HRH REPLAT 1, LEGALLY DESCRIBED AS BEING A REPLAT OF ALL OF LOTS 13 THROUGH 17 AND ALL OF LOT 18, EXCEPT THAT PORTION IN THE SOUTHWEST CORNER TAKEN FOR STREET RIGHT-OF-WAY, AND ALL OF LOTS 19 THROUGH 21, AND THE WEST 10' OF LOT 22, ALL LYING IN BLOCK 15, HIGHLAND PLACE, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Justin Insinger is applying for HRH Holdings to get final plat approval for this property located at 2127, 2129 and 2139 Avenue A and 2146 W. Broadway; and

WHEREAS, The Community Development Department provided the following comments:

- A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Director.
- B. The proposed subdivision is consistent with the purpose and intent of Title 14: Subdivisions of the Council Bluffs Municipal Code. The developer has submitted applications to rezone proposed Lot 2 and amend its future land use designation (see Cases #ZC-24-004 and #CP-24-002) to ensure the proposed subdivision is consistent with Title 15: Zoning of the Council Bluffs Municipal Code and the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan).
- C. All construction activity that occurs within the proposed subdivision shall comply with the site-specific development plan adopted for the subject properties (Case #MIS-23-015).
- D. Both lots within the proposed subdivision will have access to improved public streets. Proposed Lot 1 will have access to W. Broadway and N. 22nd Street and proposed Lot 2 will have access to N. 22nd Street and Avenue A.
- E. All lots will be serviced with utilities (e.g., sanitary/storm sewers, water, electricity, etc.). 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. The proposed subdivision is not located within a flood zone.
- G. The following technical correction(s) shall be made to the final plat prior to being executed by the City of Council Bluffs:
 - 1. The referenced Instrument No. 111000 should be "Instrument No. 11100"; and

WHEREAS, The Council Bluffs Water Works provided the following comments:

- A. There is a water main the right-of-way of N. 22nd Street that will need to be protected in place.
- B. There is a service for 2200 W. Broadway in the right-of-way of N. 22nd Street that will need to be protected in place.

- C. There is a service for 2124 W. Broadway in the alley that will need to be protected in place.
- D. The current service for Runza will run directly under the monument sign; and

WHEREAS, The Community Development Department recommends final plat approval of a two-lot commercial subdivision to be known as HRH Replat 1, legally described as being a replat of all of Lots 13 through 17 and all of Lot 18, except that portion in the southwest corner taken for street right-of-way, and all of Lots 19 through 21, and the west 10' of Lot 22, all lying in Block 15, Highland Place, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments above and the conditions below:

- A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Director.
- B. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
- C. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
- D. 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.
- E. All development within the proposed subdivision shall comply with the development standards listed in the site specific development plan for the subject property (Case #MIS-23-015).
- F. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility.

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

That the request for final plat approval of a two-lot commercial subdivision to be known as HRH Replat 1, legally described as being a replat of all of Lots 13 through 17 and all of Lot 18, except that portion in the southwest corner taken for street right-of-way, and all of Lots 19 through 21, and the west 10' of Lot 22, all lying in Block 15, Highland Place, City of Council Bluffs, Pottawattamie County, Iowa, is hereby approved.

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized and directed to endorse the final plat.

ADOPTED
AND
APPROVED

July 8, 2024.

MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development
Case/Project No.: SAV-24-001
Submitted by: Christopher N. Gibbons, Planning
Manager

Resolution 24-187
ITEM 4.B.

Council Action: 7/8/2024

Description

Resolution to vacate and dispose of the east/west alley abutting Lots 5 and 6, Block 2, Bayliss 2nd Addition. Location: Alley abutting properties commonly addressed as 129 S. 8th Street, 732 and 734 Willow Avenue. SAV-24-001

Background/Discussion

Update: on Friday, June 28, 2024, the City of Council Bluffs was made aware by the Pottawattamie County Auditor's Office that the subject alley is a privately owned driveway for the benefit of all three abutting properties and is not a platted alley. This information was discovered in the deeds for the abutting properties. Since this is a privately owned driveway, the City of Council Bluffs will not complete the process to vacate and convey the alley to the adjacent landowners.

See attached staff report.

Recommendation

The Community Development Department recommends withdrawing the resolution and cancelling the public hearing as the subject alley is a privately owned driveway for the benefit of all three abutting properties and not a platted alley.

ATTACHMENTS:

Description	Type	Upload Date
SAV-24-001 - Staff Report CC (updated)	Staff Report	7/2/2024
Attachment A: Location/Zoning Map	Map	6/28/2024
Resolution 24-187	Resolution	7/2/2024

City Council Communication (Updated)

<p>Department: Community Development</p> <p>CASE #SAV-24-001</p> <p>Applicant: Monte Wilson 732 Willow Avenue Council Bluffs, IA 51501</p>	<p>Reso. of Intent No. _____</p> <p>Reso. to Dispose No. _____</p>	<p>Resolution of Intent: 6/24/24</p> <p>Resolution to Dispose: 7/8/24</p> <p>Planning Commission: 6/11/24</p>
--	--	---

Subject/Title

Request: Public hearing on the request of Monte Wilson to vacate and dispose of the east/west alley abutting Lots 5 and 6, Block 2, Bayliss 2nd Addition, City of Council Bluffs, Pottawattamie County, Iowa

Location: Alley abutting properties commonly addressed as 129 S. 8th Street, 732 and 734 Willow Avenue

Background

Update: on Friday, June 28, 2024, the City of Council Bluffs was made aware by the Pottawattamie County Auditor’s Office that the subject alley is a privately owned driveway for the benefit of all three abutting properties and is not a platted alley. This information was discovered in the deeds for the abutting properties. Since this is a privately owned driveway, the City of Council Bluffs will not complete the process to vacate and convey the alley to the adjacent landowners.

The Community Development Department has received a request from Monte Wilson to vacate and dispose of the east/west alley abutting Lots 5 and 6, Block 2, Bayliss 2nd Addition, City of Council Bluffs, Pottawattamie County, Iowa. The subject alleyway measures approximately 8 feet in width by 120 feet in length. The applicant owns the adjacent properties at 732 Willow Avenue and 129 S. 8th Street and is looking to vacate the dead-end alley to restrict public access for security purposes. The subject alleyway has been paved and is maintained by the adjacent property owners.

On August 25, 2003, the City Council amended the adopted *Policy and Procedures for Alley, Street and Right-of-way Vacations*. The objectives of the amended Policy are as follows:

A. *To provide due process and citizen participation in the application and review process for vacations.*

Property owners with land that abuts the subject alley are as follows:

North – Residential property owned by Council Bluffs Finance Inc. (129 S. 8th Street)

South –

- Residential property owned by Monte Wilson (732 Willow Avenue)
- Residential property owned by Richard and Jeanette Adams (734 Willow Avenue)

East – Residential property owned by Monte Wilson (732 Willow Avenue)

All abutting property owners were mailed petitions asking if they are in favor of/opposed to the vacation request and if they were willing to/not willing to acquire the portion of the alley adjacent to their property, if vacated. Responses to the petitions are summarized in Item J below.

B. *To ensure that no property owner is deprived of required and reasonable access.*

The subject alley abuts three parcels of land, which are comprised of multiple existing lots of record. 129 S. 8th Street has access off S. 8th Street, 732 Willow Avenue has access off Willow Avenue, and 734 Willow Avenue has access off both S. 8th Street and Willow Avenue. All owners are interested in acquiring their portions of the subject alley, as summarized in Item J below. Therefore, an access easement shall be retained over the alley to ensure all owners have continued access.

- C. *To discourage the creation and eliminate or reduce existing dead-end alleys, streets or other rights-of-way.*

The subject request is vacate the entirety of the alley, which currently dead-ends into the adjacent property at 732 Willow Avenue.

- D. *To reduce or eliminate hazardous and dangerous traffic conditions.*

The subject dead-end alley is utilized by the adjacent property owners to access the rear portions of their property and is not utilized for public vehicular and/or pedestrian traffic circulation.

- E. *To protect all existing and proposed public utilities located in the right-of-way and to maintain necessary utility easements.*

All City Departments and utilities were notified of the request. The following responses were received:

- The Council Bluffs Public Works Department stated they are not opposed to the request.
- The Council Bluffs Police Department stated they have no comments or objections to the request.
- The Council Bluffs Parks and Recreation Department stated they have no comment on the request.
- Cox Communication stated they have no concerns regarding the request.
- Council Bluffs Water Works stated they have no comment on the request.
- Black Hills Energy stated they have no concerns regarding the request.
- MidAmerican Energy stated they have no conflict with the request.

- F. *To maintain appropriate right-of-way width to ensure that an adequate pedestrian and vehicular circulation system is retained.* Not applicable.

- G. *To discourage the vacation of a portion of an existing alley, street or other right-of-way.*

The subject request is to vacate the entirety of the dead-end east/west alley.

- H. *To assist in the implementation of the goals and objectives of the Comprehensive Plan.*

The request is consistent with the local access and circulation objectives stated in Chapter 6, Transportation of the Bluffs Tomorrow: 2030 Plan (comprehensive plan).

- I. *To reduce the City's maintenance liability on previously vacated right-of-way parcels from public improvement projects and various lots acquired through delinquent taxes or assessments.*

Not applicable.

- J. *To establish an equitable price for surplus public property.*

There are three property owners with land that abut the subject alley. All abutting property owners were notified of the vacation request. Each abutting property owner is eligible to receive their portion of the alley in consideration of the vacation application fee, which has already been paid. The following responses have been received:

1. Monte Wilson stated he is in favor of the request and is willing to acquire the portion of alley adjacent to his property at 732 Willow Avenue.
2. Council Bluffs Finance Inc., represented by Monte Wilson, stated they are in favor of the request and are willing to acquire the portion of alley adjacent to their property at 129 South 8th Street.
3. Richard and Jeanette Adams stated they are in favor of the request and are willing to acquire the portion of alley adjacent to their property at 734 Willow Avenue.

Recommendation

The Community Development Department recommends withdrawing the resolution and cancelling the public hearing as the subject alley is a privately owned driveway for the benefit of all three abutting properties and not a platted alley. ~~approval of the request to vacate and dispose of the east/west alley abutting Lots 5 and 6, Block 2, Bayliss 2nd Addition, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments stated above and the following condition(s):~~

- ~~A. An access easement shall be retained over the subject alley; and~~
- ~~B. All portions of the subject alley shall be disposed of to an abutting property owner(s).~~

Public Hearing

Staff speakers for the request:

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

Speakers in favor:

1. Monte Wilson, 732 Willow Avenue, Council Bluffs, IA 51501
2. Richard Adams, 734 Willow Avenue, Council Bluffs, IA 51501

Speakers against: None

The Planning Commission recommended approval to vacate and dispose of the east/west alley abutting Lots 5 and 6, Block 2, Bayliss 2nd Addition, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments stated above and the following condition(s):

- A. An access easement shall be retained over the subject alley; and
- B. All portions of the subject alley shall be disposed of to an abutting property owner(s).

VOTE: AYE – Hutcheson, Knauss, Freund, Rew, and Stroebele. NAY – None. ABSTAIN – VanHouten
ABSENT – Rater and Watson. VACANT - Three Motion: Carried.

Attachments

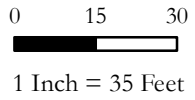
Attachment A: Location/Zoning Map

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

CITY OF COUNCIL BLUFFS CASE #SAV-24-001 LOCATION/ZONING MAP

Legend

- Subject Alley Case #SAV-24-001
- Parcels

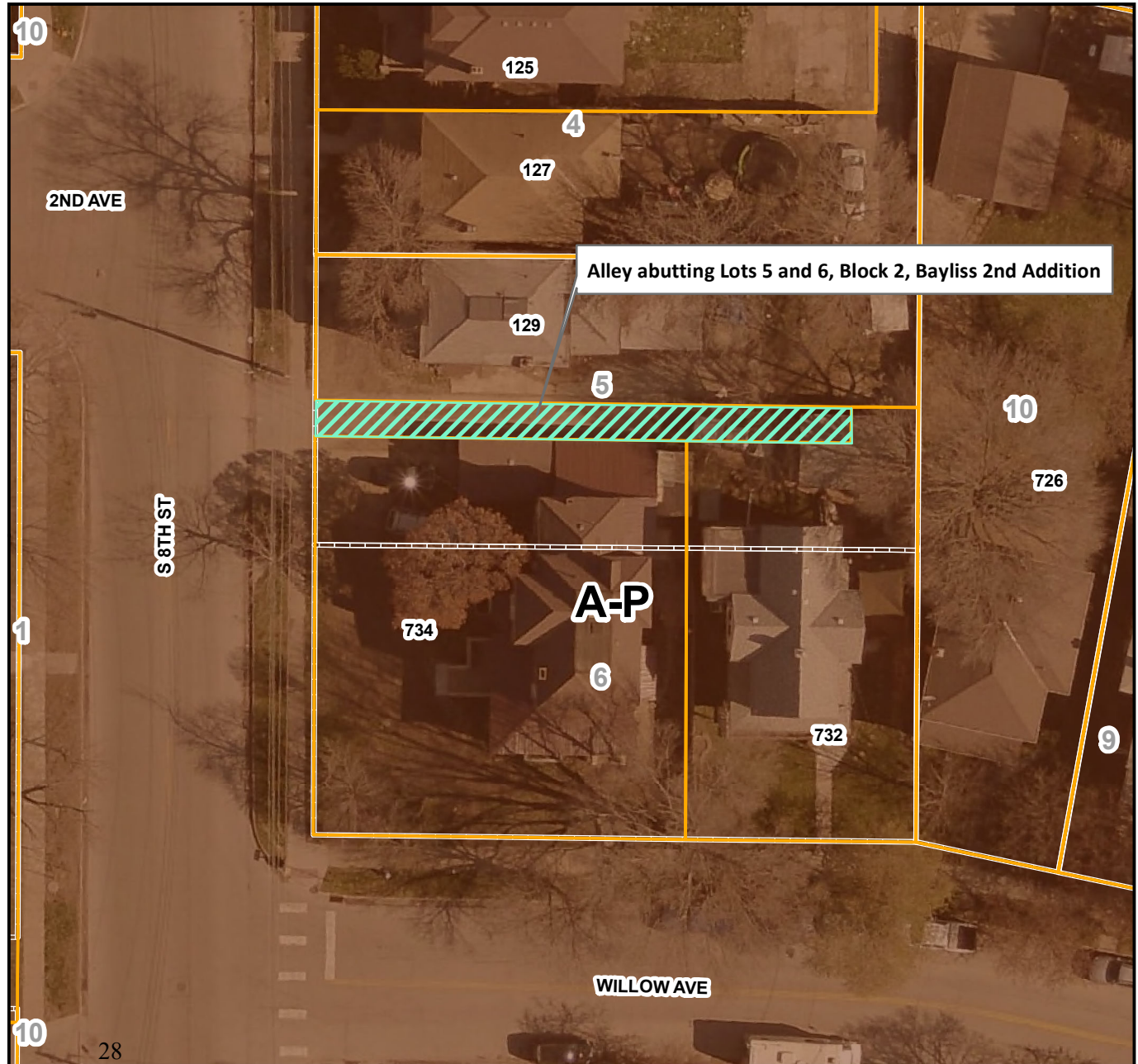


Last Amended: 5/13/2024



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

DISCLAIMER
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RESOLUTION NO. 24-187

A RESOLUTION TO VACATE AND DISPOSE OF THE EAST/WEST ALLEY ABUTTING LOTS 5 AND 6, BLOCK 2, BAYLISS 2ND ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, following public hearing and having given careful study to the proposal, the City Council determines that City-owned right-of-way described as follows: the vacation of the east/west alley abutting Lots 5 and 6, Block 2, Bayliss 2nd Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, a public meeting was held on this matter on the 8th day of July, 2024; and

WHEREAS, pursuant to Iowa Code Section 354.23, the City Council declares its intent to dispose of this City right-of-way by conveying all of its right, title, and interest in it to the abutting property owner(s); and

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

That the above-described city right-of-way is hereby vacated and conveyed as follows:

Monte Wilson: The South ½ of the east/west alley abutting Lot 6, Block 2, except the westerly 83 feet thereof, and part of Lot 5, Bayliss 2nd Addition, City of Council Bluffs, Pottawattamie County, Iowa, in consideration of the vacation application fee already paid.

Council Bluffs Finance Inc.: The North ½ of the east/west alley abutting property legally described as Part of Lot 5, Block 2, Bayliss 2nd Addition and being more particularly described as: commencing at the northwest corner of Lot 5, thence South 32 ½ feet to the North line of an 8 foot driveway, thence East to a point which is 33.3 feet South of the Northeast corner of said Lot 5, thence North 33.3 feet to corner, thence West 133 feet to point of beginning, all in the City of Council Bluffs, Pottawattamie County, Iowa, in consideration of the vacation application fee already paid.

Richard and Jeanette Adams: The South ½ of the east/west alley abutting the South 24 2/3 feet of the westerly 83 feet of Lot 5 and the west 83 feet of Lot 6, all in Block 2, Bayliss 2nd Addition,

City of Council Bluffs, Pottawattamie County, Iowa, in consideration of the vacation application fee already paid.

BE IT FURTHER RESOLVED

That the Mayor and the City Clerk be and are hereby authorized, empowered and directed to execute this resolution conveying the City’s interest in the above described alley right-of-way in consideration of the vacation application fee already paid; 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:

July 8, 2024.

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

STATE OF IOWA)
COUNTY OF)ss
POTTAWATTAMIE)

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

Notary Public in and for said State

Council Communication

Department: Public Works Admin
Case/Project No.: PW25-09
Submitted by: Matthew Cox, Public Works
Director

Resolution 24-188
ITEM 4.C.

Council Action: 7/8/2024

Description
Resolution approving the plans and specifications for the East Manawa Sewer Rehab, Phase XIII. Project #PW25-09

Background/Discussion
The area of East Manawa is very flat with open ditches. There are no storm sewers in this area and the streets are thin asphalt or seal-coated rock roads. During rainfall events, considerable surface ponding occurs due to the poor drainage.
Phases I thru XII are substantially complete and included construction of the vacuum sewer pump station, Huron Circle, Aztec Street, Blackhawk Street, Osage Street, Victor Street, East Navajo Street, Pickard Lane, and vacuum sewer along Navajo Street from Huron Circle to Comanche Street.
Phase XIII will reconstruct Mohawk Street from Navajo Street to Comanche Street and Comanche Street from Navajo Street to Mohawk Street. The close proximity to a gravity sanitary sewer outfall allows Mohawk to be constructed with a gravity sewer instead of a vacuum sewer. Other improvements include a new concrete roadway, and sidewalks will be added on the west side of Mohawk Street and the north and south sides of Comanche Street.
This project is included in the FY25 CIP with a budget of \$1,300,000 in Local Option Sales Tax funds and \$450,000 in Sewer funds.
Reconstruction of Mohawk will allow new housing to develop on the City owned property located along the east side of Mohawk street.
The project schedule is as follows:

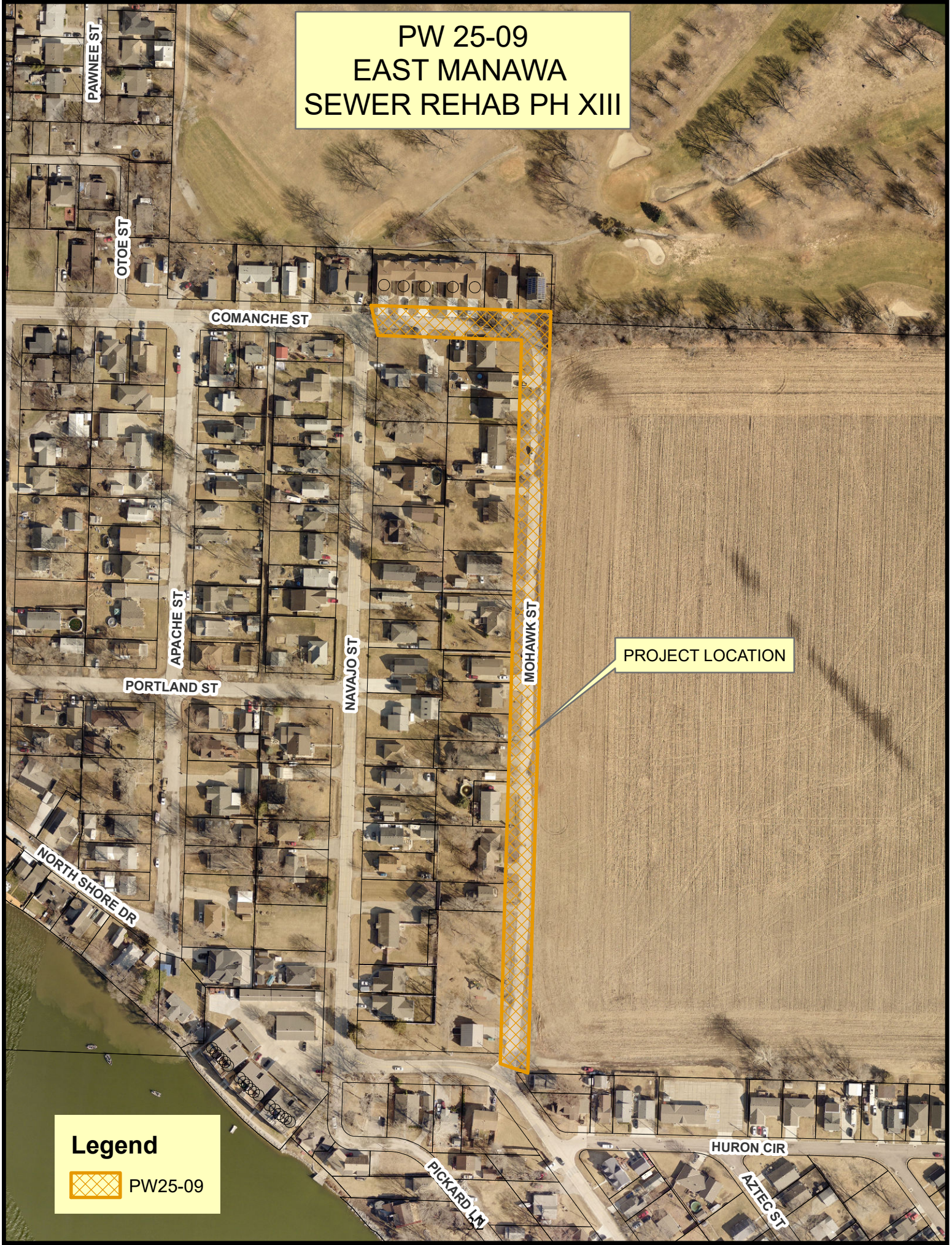
Hold Public Hearing	July 8, 2024
Bid Letting	July 30, 2024
Award	August 12, 2024
Construction Start	September 2024

Recommendation
Approval of this resolution. The project continues the infrastructure improvements for the neighborhood.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	6/26/2024
Resolution 24-188	Resolution	7/2/2024

PW 25-09
EAST MANAWA
SEWER REHAB PH XIII



PROJECT LOCATION

Legend

 PW25-09

RESOLUTION
NO 24-188

**RESOLUTION APPROVING THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
EAST MANAWA SEWER REHAB, PHASE XIII
PROJECT #PW25-09**

WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk of the City of Council Bluffs, Iowa for the East Manawa Sewer rehab, Phase XIII; and

WHEREAS, A Notice of Public Hearing was published as required by law, and a public hearing was held on July 8, 2024.

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

That the plans, specifications, form of contract and cost estimate are hereby approved for the East Manawa Sewer Rehab, Phase XIII Project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

July 8, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW24-26
Submitted by: Matthew Cox, Public Works
Director

Resolution 24-189
ITEM 5.A.

Council Action: 7/8/2024

Description

Resolution accepting the bid of DPS, LLC for the Council Bluffs Recycle Center Scale Paving. Project# PW24-26

Background/Discussion

On June 20, 2024 bids were received through the City bidding software Ion Wave as follows:

DPS, LLC, Omaha, NE	\$52,340.12
Oldcastle Materials Midwest Co. dba Omni Engineering, Omaha, NE	\$81,753.35
Carley Construction, Council Bluffs, IA	\$101,115.00
Engineer' Estimate	\$74,900.00

The outbound scale at the City's Recycling Center was installed in 1997 and is nearing the end of its useful life. This scale will be replaced with a new outbound scale installed by Scales, Sales, and Service, the same company responsible for the new inbound scale installed in January 2023. Additional paving is needed around the scale location.

This paving project will finalize the improvements to both the inbound and outbound scales, significantly enhancing traffic flow at the facility's entrance and exit.

The cost for this project was included in the Recycling Center Operating Budget.

The project schedule is as follows:	Award	July 8, 2024
	Construction Start	July 2024

Recommendation

Approval of this resolution to accept the bid of DPS, LLC. This project will expand the paved surfaces around the Recycling Center's new outbound scale.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-189	Resolution	7/2/2024

RESOLUTION
NO 24-189

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH DPS, LLC
FOR COUNCIL BLUFFS RECYCLE CENTER SCALE PAVING
PROJECT #PW24-26**

WHEREAS, the City desires to expand the paved surfaces around the new outbound scale at the Council Bluffs Recycling Center;

WHEREAS, DPS, LLC has submitted a low bid in the amount of \$52,340.12 for this contract.

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

That the bid of DPS, LLC in the amount of \$52,340.12 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Council Bluffs Recycling Center Scale Paving; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with DPS, LLC for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

ADOPTED
AND
APPROVED

July 8, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Parks and Recreation
Case/Project No.: City-wide Parking Lot
Upgrade - Big Lake Park & Valley View Park
parking lots, Project # R24-01
Submitted by: Zach Smith

Resolution 24-190
ITEM 5.B.

Council Action: 7/8/2024

Description
Resolution to approve Change Order #2 for the City-wide Parking Lot Upgrade for Big Lake Park and Valley View Park parking lots adding \$22,648.33 to the contract amount. Project #R24-01

Background/Discussion
In general, the upgrades for the parking lots included removing damaged areas of asphalt, installing a new sub base in certain areas, and placing a new top coat of asphalt.
The northeast parking lot in Big Lake Park has been reconfigured and reduced in size given the poor drainage in the area and potential for ongoing maintenance issues. Also, the Iowa Riverfront Trail has been extended from its prior termination location near the tennis courts to Big Lake Road. This will allow users to travel to Big Lake Road without having to enter the parking lot.
Change Order #1 has been executed in the amount of \$14,750.00 and included removal and replacement of parking blocks within Big Lake Northwest parking lot, as well as, removal and reinstallation of existing gate and post, hydraulic seeding, fertilizing, and MBFM mulching at the Big Lake Northeast parking lot.
During execution of the project, it was discovered that additional quantities were required to complete the work. These quantities were in all three divisions – Big Lake Northwest Parking Lot, Big Lake Northeast Parking Lot, and Valley View Parking Lot. The additional quantities are included in C.O. #2 and are an increase to existing bid items already in the contract. The Engineer (HGM) did not include these quantities as part of the original bid.
The revised total for the project will be \$328,865.78, including C.O. #1 (\$14,750) and C.O. #2 (\$22,648.33). This amount shall be considered the new contract amount for the project.
This project includes a budget of \$341,000.00 available for construction.

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Change Order No. 2	Other	6/27/2024
Resolution 24-190	Resolution	7/2/2024

CHANGE ORDER NO. 2 - FINAL

Location:

Council Bluffs Big Lake Park
and Valley View Park Parking Lots

Project Description:

Big Lake Park and Valley View Park Parking Lots

Contractor:

Henningsen Construction
1407 Southwest 7th Street
Atlantic, Iowa 50022

Owner:

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

To:

Brad Henningsen

Date:

June 25, 2024

You are hereby ordered to make the following changes in the construction plans and specifications for the above designated project:

1. Revise or Add (*) the Following Items:	DECREASE	INCREASE/ADD
Division I: Big Lake Northwest Parking Lot		
1-3. HMA Base Course, 4 inches	DECREASE	
1-4. HMA Leveling Course	DECREASE	
1-5. HMA Overlay, 2 inches		INCREASE
Division II: Big Lake Northeast Parking Lot		
2-2. Subgrade Preparation		INCREASE
2-7. HMA Base Course, 4 inches		INCREASE
2-8. HMA Leveling Course	DECREASE	
2-9. HMA Overlay, 2 inches		INCREASE
2-12. Driveway, Paved, PCC, 7 inches		INCREASE
2-13. Pavement Removal		INCREASE
*2-17. Hydraulic Seeding, Fertilizing, and MBFM Mulching	DECREASE	
*2-18. Subgrade Stabilization Rock		ADD
*2-19. Topsoil Import		ADD
*2-20. Wildflower Seeding and MBFM Mulching		ADD
ALTERNATE BID ITEMS: Valley View Parking Lot		
3-1. Subgrade Preparation		INCREASE
3-4. 24 inch Curb and Gutter, PCC, 7 inches		INCREASE
3-5. HMA Base Course, 4 inches		INCREASE
3-6. HMA Leveling Course	DECREASE	
3-7. HMA Overlay, 2 inches		INCREASE
3-8. Pavement Removal		INCREASE

2. Reason for ordering the change is as follows:

Division I: Big Lake Northwest Parking Lot

- 1-3. Quantity based on actual field measurements
- 1-4. Quantity based on actual field measurements
- 1-5. Quantity based on actual field measurements

Division II: Big Lake Northeast Parking Lot

- 2-2. Quantity based on actual field measurements
- 2-7. Quantity based on actual field measurements
- 2-8. Quantity based on actual field measurements
- 2-9. Quantity based on actual field measurements
- 2-12. Quantity based on actual field measurements
- 2-13. Quantity based on actual field measurements
- *2-17. Quantity reduced to add wildflower seeding
- *2-18. Item added to replace poor subgrade in previous median area
- *2-19. Item added to fill in area of parking lot that was not replaced
- *2-20. Item added for wildflower seeding of low maintenance area

ALTERNATE BID ITEMS: Valley View Parking Lot

- 3-1. Quantity based on actual field measurements
- 3-4. Quantity based on actual field measurements
- 3-5. Quantity based on actual field measurements
- 3-6. Quantity based on actual field measurements
- 3-7. Quantity based on actual field measurements
- 3-8. Quantity based on actual field measurements

3. Settlement for the cost of the above change is to be made as follows:

ITEM NO.	DESCRIPTION	AMOUNT	UNIT PRICE	DECREASE	INCREASE
Division I: Big Lake Northwest Parking Lot					
1-3.	HMA Base Course, 4 inches	(0.93) TN	161.52	\$ (150.21)	
1-4.	HMA Leveling Course	(10.00) TN	166.33	\$ (1,663.30)	
1-5.	HMA Overlay, 2 inches	24.71 TN	156.17		\$ 3,858.96
	Subtotal Division I:			\$ (1,813.51)	\$ 3,858.96
	Net Change Division I:				\$ 2,045.45
Division II: Big Lake Northeast Parking Lot					
2-2.	Subgrade Preparation	59.00 SY	6.50		\$ 383.50
2-7.	HMA Base Course, 4 inches	9.04 TN	161.52		\$ 1,460.14
2-8.	HMA Leveling Course	(15.00) TN	166.33	\$ (2,494.95)	
2-9.	HMA Overlay, 2 inches	11.53 TN	156.17		\$ 1,800.64
2-12.	Driveway, Paved, PCC, 7 inches	5.00 SY	87.65		\$ 438.25
2-13.	Pavement Removal	93.00 SY	13.70		\$ 1,274.10
*2-17.	Hydraulic Seeding, Fertilizing, and MBFM Mulching	(0.10) AC	13,750.00	\$ (1,375.00)	
*2-18.	Subgrade Stabilization Rock	26.40 TN	60.50		\$ 1,597.20
*2-19.	Topsoil Import	270.00 CY	22.00		\$ 5,940.00
*2-20.	Wildflower Seeding and MBFM Mulching	0.10 AC	13,750.00		\$ 1,375.00
	Subtotal Division II:			\$ (3,869.95)	\$ 14,268.83
	Net Change Division II:				\$ 10,398.88
ALTERNATE BID ITEMS: Valley View Parking Lot					
3-1.	Subgrade Preparation	55.00 SY	5.40		\$ 297.00
3-4.	24 inch Curb and Gutter, PCC, 7 inches	4.00 LF	152.59		\$ 610.36
3-5.	HMA Base Course, 4 inches	18.68 TN	161.52		\$ 3,017.19
3-6.	HMA Leveling Course	(15.00) TN	166.33	\$ (2,494.95)	
3-7.	HMA Overlay, 2 inches	47.56 TN	156.17		\$ 7,427.45
3-8.	Pavement Removal	55.00 SY	24.49		\$ 1,346.95
	Subtotal Division III:			\$ (2,494.95)	\$ 12,698.95
	Net Change Division III:				\$10,204.00
	Net Change All Divisions:				\$22,648.33

4. Summary of Costs:

TOTAL ADJUSTMENT THIS CHANGE ORDER (DIVISION I):	\$ 2,045.45
TOTAL ALL PREVIOUS CHANGE ORDERS (DIVISION I):	\$ 8,150.00
TOTAL CONTRACT ADJUSTMENT (DIVISION I):	\$ 10,195.45
ORIGINAL CONTRACT SUM (DIVISION I):	\$ 30,149.26
TOTAL CONTRACT COST (DIVISION I):	\$ 40,344.71
TOTAL ADJUSTMENT THIS CHANGE ORDER (DIVISION II):	\$ 10,398.88
TOTAL ALL PREVIOUS CHANGE ORDERS (DIVISION II):	\$ 6,600.00
TOTAL CONTRACT ADJUSTMENT (DIVISION II):	\$ 16,998.88
ORIGINAL CONTRACT SUM (DIVISION II):	\$ 164,422.67
TOTAL CONTRACT COST (DIVISION II):	\$ 181,421.55
TOTAL ADJUSTMENT THIS CHANGE ORDER (DIVISION III):	\$ 10,204.00
TOTAL ALL PREVIOUS CHANGE ORDERS (DIVISION III):	\$ -
TOTAL CONTRACT ADJUSTMENT (DIVISION III):	\$ 10,204.00
ORIGINAL CONTRACT SUM (DIVISION III):	\$ 96,895.52
TOTAL CONTRACT COST (DIVISION III):	\$ 107,099.52
TOTAL ADJUSTMENT THIS CHANGE ORDER:	\$ 22,648.33
TOTAL ALL PREVIOUS CHANGE ORDERS:	\$ 14,750.00
TOTAL CONTRACT ADJUSTMENT:	\$ 37,398.33
ORIGINAL CONTRACT SUM:	\$ 291,467.45
TOTAL CONTRACT COST:	\$ 328,865.78
TOTAL CONTRACT ADJUSTMENT PERCENTAGE TO DATE:	12.83%

5. Extension of Working Days:

NOTE: This Change Order is not effective until signed by the Owner.

CALENDAR DAYS

Original Contract Completion Date:	8/31/2024
Previous Change Orders -- Time Adjustment:	No Change
This Change Order:	No Change
TOTAL:	No Change
New Calendar Completion Date:	No Change

NOTE:

EXTRA DAYS granted are considered a grace period where no incentive or disincentive will be paid.

Approved by:

Owner:	Title	Date
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Agreed to by:

Contractor:	Title	Date
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Submitted by:

Engineer: HGM ASSOCIATES INC.	Title	Date
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**RESOLUTION
NO. 24-190**

**RESOLUTION APPROVING CHANGE ORDER #2 FOR THE CITY-WIDE
PARKING LOT UPGRADES – BIG LAKE PARK PARKING LOTS
AND VALLEY VIEW PARK PARKING LOT, ADDING \$22,648.33
TO THE CONTRACT AMOUNT PROJECT #R24-01**

- WHEREAS, Change Order #2 in the amount of \$22,648.33 has been submitted for approval in connection with the City-Wide Parking Lot Upgrades – Big Lake Park Parking Lots and Valley View Park Parking Lot; and
- WHEREAS, said Change Order #2 will cover additional cost necessary to complete said project; and
- WHEREAS, the City Council deems approval of said Change Order #2 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 Change Order #2 by Henningsen Construction, adding \$22,648.33 to the contract amount for the City-Wide Parking Lot Upgrades – Big Lake Park Parking Lots and Valley View Park Parking Lot is hereby approved.

ADOPTED
AND
APPROVED

July 8, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.: MIS-24-003
Submitted by: Christopher Gibbons, AICP,
Planning Manager

Resolution 24-191
ITEM 5.C.

Council Action: 7/8/2024

Description
Resolution authorizing the Mayor to execute an agreement for the consent to subdivision and petition for voluntary annexation of properties located in part of the NE1/4 of Section 10-74-43 and part of the NW1/4 of Section 11-74-33, more specifically described in the Council packet, between City of Council Bluffs and Julia Asmus Johnson 2017 Trust. Location: 14887 Canoe Lane and 34.97 acres of undeveloped land to the immediate east. MIS-24-003

Background/Discussion
See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	6/28/2024
Attachment A – Plat of survey	Other	6/28/2024
Attachment B - Location map	Map	6/28/2024
Attachment C – Proposed voluntary annexation agreement	Agreement	6/28/2024
Attachment D – Voluntary annexation petition	Other	6/28/2024
Resolution 24-191	Resolution	7/2/2024

City Council Communication

<p>Department: Community Development Department</p> <p>Case #MIS-24-003</p> <p>Applicants: City of Council Bluffs 209 Pearl Street Council Bluffs, Iowa 51503</p> <p>Julia Asmus Johnson 2017 Trust c/o Steven Bloch 444 Regency Parkway Drive, Ste.100 Omaha, NE 68114</p>	<p>Resolution No. _____</p>	<p>City Council: 7/08/2024</p>
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Subject/Title

Request: Resolution authorizing the Mayor to execute an agreement for the consent to subdivision and petition for voluntary annexation of properties located in part of the NE1/4 NE1/4 of Section 10-74-43 and part of the NW1/4 NW1/4 of Section 11-74-33, Pottawattamie County, Iowa and being more particularly described in Attachment ‘A’.

Location: 14887 Canoe Lane and 34.97 acres of undeveloped land to the immediate east.

Background/Discussion

The applicant, Julia Asmus Johnson 2017 Trust, represented by Amy Chesnut of Midwest Trust, has submitted a sketch-plat application to the Pottawattamie County Planning Department and the City of Council Bluffs requesting approval to complete a lot line adjustment between two adjoining properties of the Julia Asmus Johnson 2017 Trust Estate, as legally described in Attachment ‘A’. The first property is located at 14887 Canoe Lane and is developed with a single-family residential dwelling on 7.22 acres of land. The second property is located to the immediate east and contains 34.97 acres of agricultural farmland. The purpose of this request is to modify the lot lines between the two properties so that the residential dwelling is located on 3.17 acres and the remaining 4.05 acres is combined with the farmland to the east to create a 38.64 acre parcel. Both properties are located within the City’s two-mile extraterritorial limit and are designated as a City Growth Area II, as per the adopted Joint City-County Land Use Study/28E Agreement.

As per the adopted Joint City-County Land Use Study/28E agreement, the City Growth Area II is described as *“land located within the three-mile study area that lies between areas that will likely be developed to urban densities and areas that will remain rural in character. It is possible that some areas may be serviced to the extent that urban densities could be achieved, but the timing of extension of services is uncertain and a level of development should still be allowed in the transitional time. In specific instances development could occur prior to the extension of services provided an agreement is reached that ensures connection would be made when available. Areas should be developed to City standards, such that annexation and absorption into the City is possible in the future as infrastructure arrives and becomes adjacent to City limits. Upon annexation, property would be reclassified into the appropriate City zoning district. This area may also be suitable for transitional areas where some level of development is possible, provided it does not hinder the full development of the parcel at a later date”*. Lot line adjustments within the City Growth Area II are allowed with approval from the City provided the request does not create an additional buildable lot and the property owner(s) either immediately annex into the City or enter

into a voluntary annexation agreement, if immediate annexation is not practicable at the time of request.

At this time, immediate annexation is not practicable as the subject properties are located approximately 4,226 feet from the nearest 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 lot line adjustment 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 landowner and all future successor's and/or assigns associated with the subject properties. Once the agreement is signed by all parties, the City will record the document with Pottawattamie County Recorder's office so that it follows the chain of title for both properties in perpetuity.

Recommendation

The Community Development Department recommends approval to execute an agreement for the consent to subdivision and petition for voluntary annexation of properties located in part of the NE1/4 NE1/4 of Section 10-74-43 and part of the NW1/4 NW1/4 of Section 11-74-33, Pottawattamie County, Iowa and being more particularly described in Attachment 'A', subject to the terms of the agreement and petition stated in Attachments 'C' and 'D'.

Attachments

- Attachment A – Plat of survey
- 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:	10 & 11 TOWNSHIP: 74 NORTH RANGE: 43 WEST
ALIQUOT PART:	(SEC 10) NE 1/4 NE 1/4 (SEC 11) NW 1/4 NW 1/4
PARCEL DESIGNATION:	24063 & 24064
PROPRIETOR:	JOHNSON, JULIA ASMUS 2017 TRUST
REQUESTED BY:	AMY CHESTNUT
TAX ADDRESS:	14887 CANOE LANE COUNCIL BLUFFS, IOWA 51503
LAND SURVEYOR:	CARL H. ROGERS, JR.
LAND SURVEYING COMPANY:	ROGERS SURVEYING

Attachment A

PLAT OF SURVEY

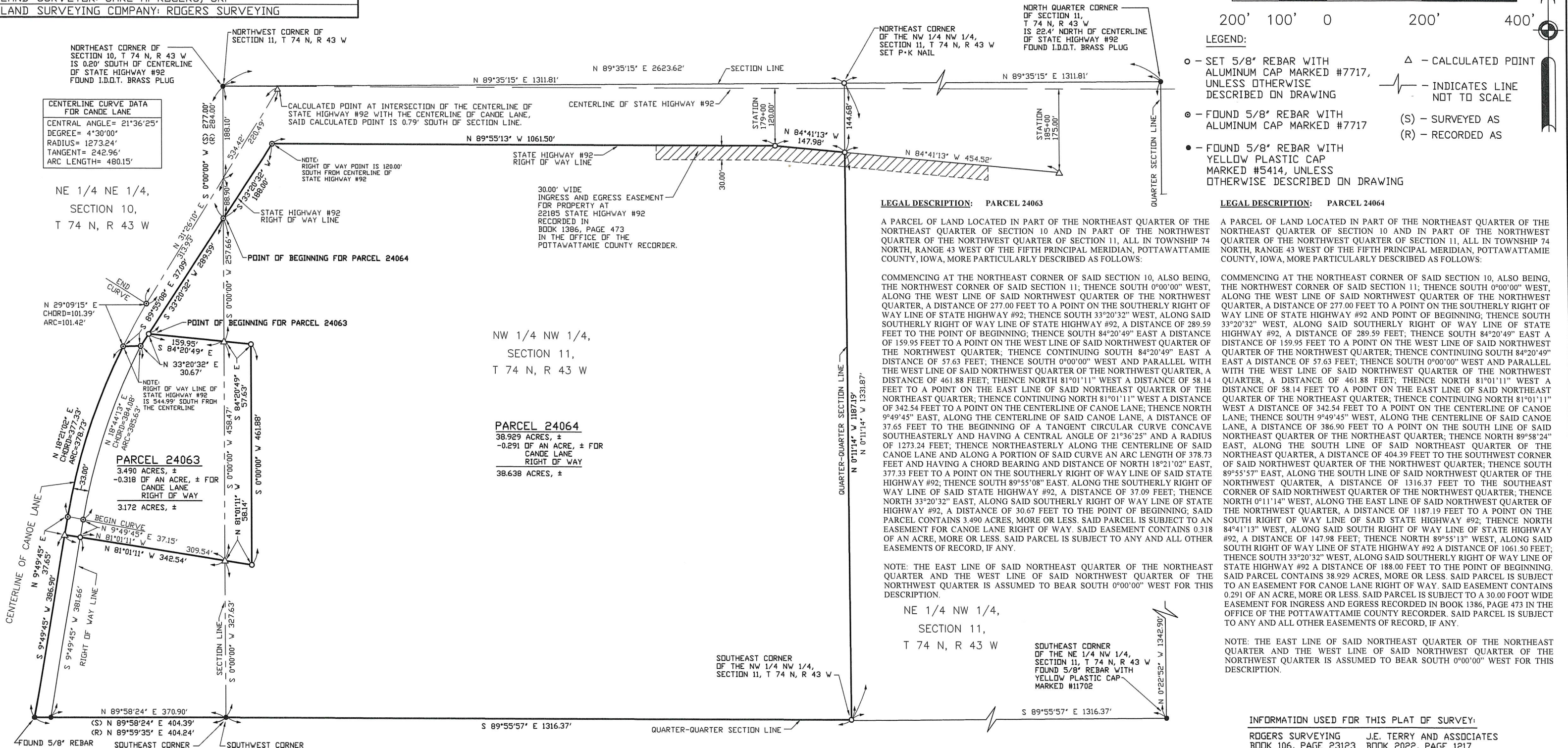
OF TWO PARCELS OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10 AND IN PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA.

SCALE: 1" = 200'



- LEGEND:**
- - SET 5/8" REBAR WITH ALUMINUM CAP MARKED #7717, UNLESS OTHERWISE DESCRIBED ON DRAWING
 - - FOUND 5/8" REBAR WITH ALUMINUM CAP MARKED #7717
 - - FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED #5414, UNLESS OTHERWISE DESCRIBED ON DRAWING
 - △ - CALCULATED POINT
 - - - INDICATES LINE NOT TO SCALE
 - (S) - SURVEYED AS
 - (R) - RECORDED AS

CENTERLINE CURVE DATA FOR CANOE LANE	
CENTRAL ANGLE=	21°36'25"
DEGREE=	4°30'00"
RADIUS=	1273.24'
TANGENT=	242.96'
ARC LENGTH=	480.15'



LEGAL DESCRIPTION: PARCEL 24063
 A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10 AND IN PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10, ALSO BEING, THE NORTHWEST CORNER OF SAID SECTION 11; THENCE SOUTH 0°00'00" WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 277.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY #92; THENCE SOUTH 33°20'32" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY #92, A DISTANCE OF 289.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°20'49" EAST A DISTANCE OF 159.95 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE CONTINUING SOUTH 84°20'49" EAST A DISTANCE OF 57.63 FEET; THENCE SOUTH 0°00'00" WEST AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 461.88 FEET; THENCE NORTH 81°01'11" WEST A DISTANCE OF 58.14 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE CONTINUING NORTH 81°01'11" WEST A DISTANCE OF 342.54 FEET TO A POINT ON THE CENTERLINE OF CANOE LANE; THENCE NORTH 9°49'45" EAST, ALONG THE CENTERLINE OF SAID CANOE LANE, A DISTANCE OF 37.65 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE CONCAVE SOUTHEASTERLY AND HAVING A CENTRAL ANGLE OF 21°36'25" AND A RADIUS OF 1273.24 FEET; THENCE NORTHEASTERLY ALONG THE CENTERLINE OF SAID CANOE LANE AND ALONG A PORTION OF SAID CURVE AN ARC LENGTH OF 378.73 FEET AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 18°21'02" EAST, 377.33 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY #92; THENCE SOUTH 89°55'08" EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY #92, A DISTANCE OF 37.09 FEET; THENCE NORTH 33°20'32" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY #92, A DISTANCE OF 30.67 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 3.490 ACRES, MORE OR LESS. SAID PARCEL IS SUBJECT TO AN EASEMENT FOR CANOE LANE RIGHT OF WAY. SAID EASEMENT CONTAINS 0.318 OF AN ACRE, MORE OR LESS. SAID PARCEL IS SUBJECT TO ANY AND ALL OTHER EASEMENTS OF RECORD, IF ANY.

LEGAL DESCRIPTION: PARCEL 24064
 A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10 AND IN PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

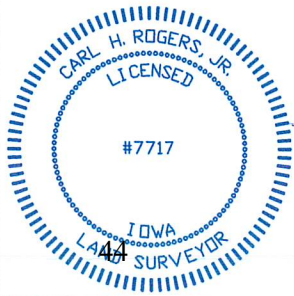
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10, ALSO BEING, THE NORTHWEST CORNER OF SAID SECTION 11; THENCE SOUTH 0°00'00" WEST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 277.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY #92; THENCE SOUTH 33°20'32" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY #92, A DISTANCE OF 289.59 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°20'49" EAST A DISTANCE OF 159.95 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE CONTINUING SOUTH 84°20'49" EAST A DISTANCE OF 57.63 FEET; THENCE SOUTH 0°00'00" WEST AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 461.88 FEET; THENCE NORTH 81°01'11" WEST A DISTANCE OF 58.14 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE CONTINUING NORTH 81°01'11" WEST A DISTANCE OF 342.54 FEET TO A POINT ON THE CENTERLINE OF CANOE LANE; THENCE NORTH 9°49'45" WEST, ALONG THE CENTERLINE OF SAID CANOE LANE, A DISTANCE OF 386.90 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 89°58'24" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 404.39 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 89°55'57" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 1316.37 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 0°11'14" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 1187.19 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID STATE HIGHWAY #92; THENCE NORTH 84°41'13" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY #92, A DISTANCE OF 147.98 FEET; THENCE NORTH 89°55'13" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY #92, A DISTANCE OF 1061.50 FEET; THENCE SOUTH 33°20'32" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY #92 A DISTANCE OF 188.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 38.929 ACRES, MORE OR LESS. SAID PARCEL IS SUBJECT TO AN EASEMENT FOR CANOE LANE RIGHT OF WAY. SAID EASEMENT CONTAINS 0.291 OF AN ACRE, MORE OR LESS. SAID PARCEL IS SUBJECT TO A 30.00 FOOT WIDE EASEMENT FOR INGRESS AND EGRESS RECORDED IN BOOK 1386, PAGE 473 IN THE OFFICE OF THE POTTAWATTAMIE COUNTY RECORDER. SAID PARCEL IS SUBJECT TO ANY AND ALL OTHER EASEMENTS OF RECORD, IF ANY.

NOTE: THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER IS ASSUMED TO BEAR SOUTH 0°00'00" WEST FOR THIS DESCRIPTION.

NW 1/4 NW 1/4,
SECTION 11,
T 74 N, R 43 W

PARCEL 24064
38.929 ACRES, ±
-0.291 OF AN ACRE, ± FOR
CANOE LANE
RIGHT OF WAY
38.638 ACRES, ±

PARCEL 24063
3.490 ACRES, ±
-0.318 OF AN ACRE, ± FOR
CANOE LANE
RIGHT OF WAY
3.172 ACRES, ±



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. MAY 30, 2024
 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

ROGERS SURVEYING
 1688 ROLLING HILLS LOOP COUNCIL BLUFFS, IOWA

SCALE: 1" = 200'
 DATE: 5-30-2024

PHONE: (402) 689-1549

DRAWN BY: S.R.R.
 REVISED

TITLE: PLAT OF SURVEY OF TWO PARCELS OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10 AND IN PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, ALL IN TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA.

CLIENT: JOHNSON, JULIA ASMUS 2017 TRUST
 14887 CANOE LANE
 COUNCIL BLUFFS, IOWA 51503


SHEET 1 OF 1

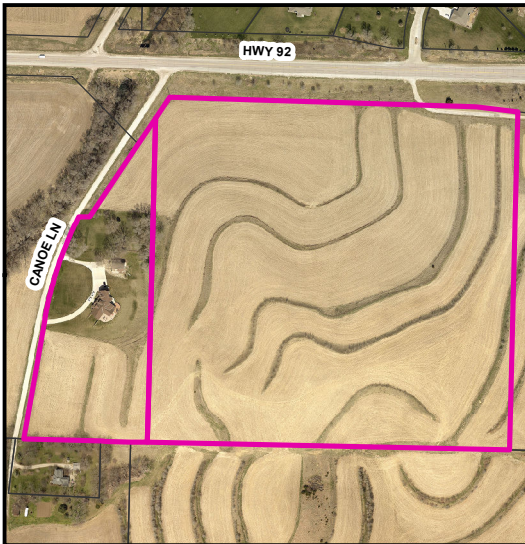
CITY OF COUNCIL BLUFFS - CITY COUNCIL CASE #MIS-24-003 LOCATION MAP

Attachment B

Legend

- MIS-24-003 Subject Properties
- City of Council Bluffs Boundary
- City Growth Area IA
- City Growth Area IB
- City Growth Area II

0 600 1,200

 1 Inch = 1,200 Feet

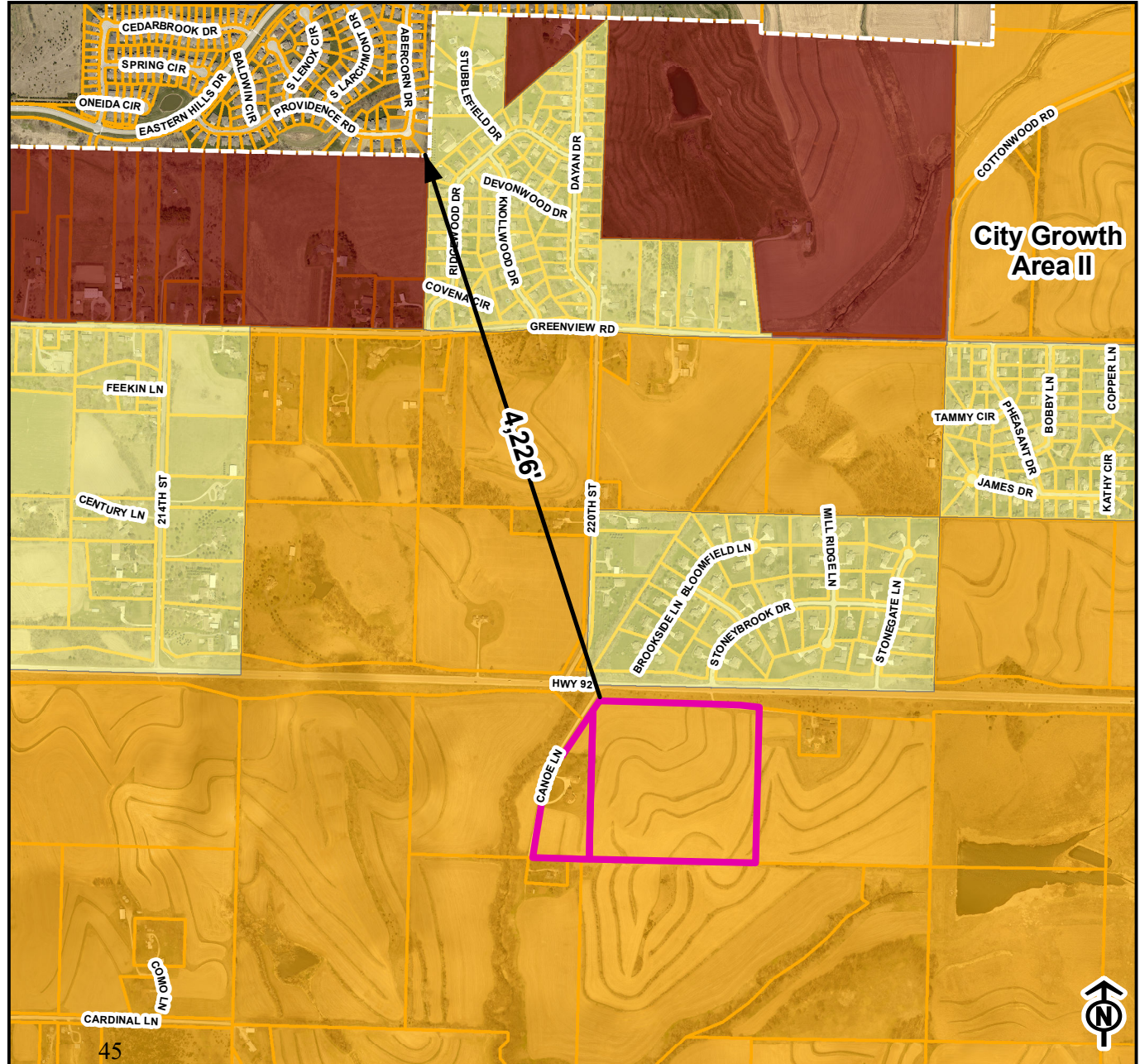


Last Amended: 6/27/24



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

DISCLAIMER
 This map is prepared and compiled from City documents, plans and other public records data. Users of this map are hereby notified that the City expressly denies any and all responsibility 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 The Julia Asmus Johnson 2017 Trust (“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. 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.
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 outlined in Council Bluffs Municipal Code 15.08A. However, until any such new development occurs, Owner shall be allowed to utilize proposed parcel #24064 on the attached Exhibit A for animal, horticulture and/or crop production.
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 Jodi Quakenbush (City Clerk).

Notary Public

State of _____, County of _____; ss.

This record was acknowledged before me this _____ day of _____, 20____, by _____.

Notary Public

Attachment D

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. The Julia Asmus Johnson 2017 Trust 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

The Julia Asmus Johnson 2017 Trust

By _____
Matt Walsh
Mayor
209 Pearl St.
Council Bluffs, IA 51503

By: _____
Name: _____
Title: _____
Address: _____

RESOLUTION NO. 24-191

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE CONSENT TO SUBDIVISION AND PETITION FOR VOLUNTARY ANNEXATION OF PROPERTIES LOCATED IN PART OF THE NE1/4/ NE1/4 OF SECTION 10-74-43 AND PART OF THE NW1/4 NW1/4 OF SECTION 11-74-33, POTTWATTAMIE COUNTY, IOWA, BETWEEN CITY OF COUNCIL BLUFFS, IOWA AND JULIA ASMUS JOHNSON 2017 TRUST

WHEREAS, pursuant to the two-mile area policy agreement entered between Pottawattamie County and the City of Council Bluffs on August 29, 2023, the County will defer to the City for the appropriateness of certain subdivisions; and

WHEREAS, the properties identified above, and being more particularly described in Attachment 'A' of the case staff report (MIS-24-003), is covered by the aforementioned two-mile policy agreement and is located within an area designated as a City Growth Area II, which requires annexation at the time of subdivision; and

WHEREAS, the property owner (Julia Asmus Johnson 2017 Trust) propose to complete a lot line adjustment between two adjoining properties of the Julia Asmus Johnson 2017 Trust Estate, which conform with City Growth Area II policies; but the parcels are located approximately 4,226 feet from the closest point of the City's municipal boundary and are not practicable for annexation at this time; and

WHEREAS, the City and the property owner have an agreement for the consent to subdivision and petition for voluntary annexation to allow the parcels identified above to be modified 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

July 8, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW25-13
Submitted by: Matthew Cox, Public Works
Director

Resolution 24-192
ITEM 5.D.

Council Action: 7/8/2024

Description
Resolution authorizing the mayor to execute an agreement with McClure for engineering services in connection with the Avenue B Reconstruction. Project # PW25-13

Background/Discussion
Avenue B from 8th Street to 13th Street is in need of reconstruction. The existing overlaid roadway is in poor condition, with little remaining curb for drainage. There is an existing 24” sanitary sewer constructed in the 1950’s that it is in need of replacement. The existing storm sewer will be reconstructed to provide better drainage to the area.
The Union Pacific Railroad and Canadian National Railroad both have at-grade crossings of Avenue B, within the project limits.
The project will construct a new concrete roadway with new storm and sanitary sewers. The at-grade railroad crossings will be reconstructed, and the sidewalks will be replaced.
Three proposals were received and reviewed. McClure was selected as the most qualified to perform the work for this project. They have a clear understanding of the project, and can assist the City with the railroad coordination. McClure has proposed a team of qualified staff that can successfully complete this challenging project.
This project was included in the FY25 CIP and includes a budget of \$1,400,000 in Local Option Sales Tax funds and \$600,000 in sewer funds.

Recommendation
Approval of this resolution to select McClure as project engineers for design and construction engineering services.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	6/28/2024
Engineering Agreement	Agreement	6/28/2024
Resolution 24-192	Resolution	7/2/2024

PW 25-13
AVENUE B RECONSTRUCTION
8TH ST. TO 13TH ST.



Legend

 PW25-13

Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA

This Master Services Agreement (this “MSA”) is dated _____ (“Effective Date”), and is between McClure Engineering Co., d/b/a McClure, an Iowa corporation (“McClure”), with mailing address of 1360 NW 121st Street, Clive, IA 50325 and City of Council Bluffs, Iowa (“Client”), with mailing address of 209 Pearl Street, Council Bluffs, IA 51503. Together, McClure and Client are sometimes referred to in this MSA as the “Parties” and each a “Party”.

McClure is a design and consulting firm that is willing to provide to Client services specifically described in one or more Task Orders per the terms and conditions outlined in this MSA.

Client is willing to engage McClure to provide such services subject to the terms and conditions hereof.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Applicability.** The terms and conditions of this MSA are the only terms that govern the sale of professional consulting services described in one or more Task Orders (each, a “Task Order” or “TO”) which may include, among other items, preparation of written materials and other deliverables (the “Deliverables”), and/or delivery and performance of other items of value, whether tangible or intangible (the “Services”), by McClure, to the undersigned “Client” named below on behalf of itself and any affiliate of such party identified in any Task Order governed by this MSA (any such signatory to a TO will also be included in the definition of “Client”). In this MSA, McClure and Client are sometimes each called a “party” and collectively, the “parties”. Further—
 - a. Any accompanying TO and this MSA (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. This Agreement prevails over any of Client’s general terms and conditions of purchase regardless of whether or when Client has delivered to McClure its purchase order or such general terms and conditions.
 - b. This MSA shall be incorporated into each TO executed by McClure and Client (including an affiliate of Client). Each TO will generally include a description of the Services to be performed by McClure in accordance with this MSA, specific performance items, compensation provisions, a time schedule, Deliverables, and/or such other matters consistent with this MSA as McClure and Client may agree. Client agrees that a TO (captioned as a “Task Order” or other similarly named form) may be in substantially the form attached hereto as Exhibit C. For purposes of this MSA, “affiliate” means with respect to any such person, any other person that directly or indirectly, controls, is controlled by, or is under common control with, such person.
 - c. Client shall purchase the Services from McClure at the price set forth in this Agreement and any applicable TO and Client agrees to reimburse McClure for all reasonable travel and out of pocket costs and expenses incurred by McClure in connection with the performance of the Services. All such prices and reimbursable costs and expenses are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local government or governmental body or agency on any amounts payable by Client. Client shall be responsible for all such charges, costs, and taxes; provided, however, Client shall not be responsible for any taxes imposed on, or with respect

Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA

to, McClure's income, revenues, personnel, or real or personal property. Specific terms concerning a TO's reimbursable costs and expenses may be detailed in same.

2. **McClure is an Independent Contractor.** Any Services provided by McClure, under this Agreement are provided by McClure as an independent contractor, and nothing in this Agreement will create or imply any relationship between McClure and Client as other than that of McClure as an independent contractor to Client.

3. **Intellectual Property.**
 - a. **No Acquisition.** Neither party acquires any rights to the other Party's goodwill, trademarks, service marks or other intellectual property. Each Party's data, lists, trade secrets and customer lists shall continue to be retained by such Party and nothing in this MSA, or any TO entered into pursuant to this Agreement, may affect the ownership rights of such Party in same.

 - b. **Deliverables/Instruments of Service.** All Deliverables (including, without limitation, any surveys, designs, drawings, plans, specifications, electronic files, held data, notes, calculations, and other documents and instruments and/or other written, digital, and/or published materials prepared by McClure or otherwise delivered or created hereunder) are instruments of service, and McClure shall retain all ownership and property interest therein (including all common law, statutory, and other reserved rights, including, without limitation, all copyrights and the right of reuse at the discretion of McClure) whether or not the Services or underlying design or other project contemplated by the TO (as to each, the "Project") is completed. Client may make and retain copies of the Deliverables for information and reference in connection with the Project. Client covenants to not use the Deliverables for any purpose other than for the construction of the specific underlying Project. Any other use, reuse, or modification of the Deliverables without McClure's prior written consent is expressly prohibited. McClure grants Client a perpetual, non-exclusive, royalty-free, limited license to use the Deliverables on such Project, extensions of the Project, and for related uses of Client, subject to receipt by McClure of full payment due and owing McClure for the Services, and subject to the following limitations: (1) Client acknowledges that such Deliverables are not intended or represented to be suitable for use on the Project unless completed and signed by McClure, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without express, prior written verification by McClure; (2) any such use or reuse, or any modification of the documents, without express written completion, verification and/or authorization by McClure, as appropriate for the specific purpose intended (the "Proper Authorization"), is prohibited and will be at Client's sole risk and without liability or legal exposure to McClure or to its officers, directors, members, partners, agents, employees, consultants, representatives, parents, subsidiaries, agents, or its affiliates (collectively, "McClure Parties"); (3) Client shall indemnify, defend, and hold harmless McClure and any other McClure Parties from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without Proper Authorization; and (4) any such Proper Authorization shall not extend to any other person other than the Client expressly identified in the Proper Authorization. Client shall compensate McClure at its then applicable rates for any review by McClure of any request for Proper Authorization.

Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA

4. **Representations.**

- a. **Standard of Care.** McClure represents the Services will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Client must report any material deficiencies in the Services to McClure in writing within thirty (30) days of Client's discovery of the deficiency. Client's exclusive remedy for any such material deficiency will be the reperformance of the Services by McClure within a commercially reasonable time, or a service credit as may be allowed in the applicable TO. The representation under this paragraph is exclusive and is in lieu of all other representations, whether express or implied, including any representations of merchantability or fitness for a particular purpose and any oral or written representations. McClure expressly disclaims any other representations or warranties. Client acknowledges and agrees that McClure is not being hired for anything beyond those Services specified in a TO and, as such, without limitation, it is Client's responsibility to engage others, including other professionals, to perform services specified outside the scope of Services. Without limitation, McClure does not practice law, accounting, or financing, or insurance; it shall be Client's responsibility to furnish all legal, accounting, financing, and insurance counseling services as may be necessary to protect itself and its affiliates with respect to any Project or otherwise. Furthermore, there may be instances where McClure provides Services in furtherance of or concerning the Client's Project financing, but Client recognizes, acknowledges, and agrees that McClure shall in no way guarantee or assume liability for the award of any Project financing.
- b. **Client Representations and Covenants.** Client represents and covenants it is the owner of, or holds a valid license to, all materials delivered to McClure ("**Client Materials**") in connection with McClure providing the Services and has the legal right to license all Client Materials to McClure for purposes of performing the Services and otherwise in performance of this Agreement. Client further represents and covenants that: (1) it will fully cooperate with McClure in the performance of the Services and provide such Client Materials or information as McClure may request to carry out the Services in a timely manner; and ensure that such Client Materials are complete and accurate (notwithstanding any contrary disclaimer as to completeness or accuracy set forth in a separate writing by Client) and that McClure shall be entitled to rely upon the Client Materials; (2) the Client Materials do not violate or infringe upon any third party's intellectual property; and (3) McClure shall at all times have access to the Project site. A TO may contain additional warranties by Client.

5. **Construction Staking.** With respect to any survey or similar Services to be delivered pursuant to a TO Client acknowledges and agrees:

- a. Given the nature and the value of the construction that may rely on the data points provided by McClure, it is expected and Client acknowledges that it shall cause that the contractor(s) or subcontractor(s) provide a review of McClure's survey data points for accuracy once they are established and before construction commences. If an erroneous data point is discovered, McClure shall be notified immediately and be given an opportunity to review the data and field markings and to make corrections if needed.
- b. McClure shall not be responsible for any construction errors as a result of a contractor's or subcontractor's failure to review the field data points prior to construction and/or failure to give McClure an opportunity to make adjustments/corrections as needed.

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- c. Unless otherwise expressly specified in a TO, the Client has not retained McClure to make detailed inspections or to provide exhaustive or continuous surveying to confirm that construction is consistent with project plans, specifications, or in the location(s) as depicted on the plans.
6. **Opinions of Probable Costs.** McClure's opinions (if any) of probable construction costs for a Project will be made on the basis of its experience, qualifications, and general familiarity with the construction industry. McClure, however, has no control over the cost of labor, materials, equipment, or services furnished by others, or over any contractor's methods of determining prices, competitive bidding or market conditions, and therefore Client acknowledges and agrees that McClure cannot and does not guarantee the accuracy of any of McClure's or any of the McClure Parties' opinions of probable construction costs (relative to proposals, bids, or actual construction cost). If Client requires any assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.
7. **Contractor Submittals.** If, as part of any TO, McClure reviews/approves contractor submittals or plans, such as shop drawings, product data, samples and other data, such reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept as reflected in the final documents prepared by McClure (the "**Design Documents**"). Such review/approval shall not concern the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Project's contractor and Client. McClure shall not be responsible for any deviations from the Design Documents (relative to the contractor submittals/submittals). McClure shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
8. **Construction Observation.** If, as part of a TO, McClure is providing construction observation services for a Project, McClure shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or any subconsultant's work and to determine if the work is proceeding in general accordance with the Design Documents. Neither McClure nor any other of the McClure Parties is a contractor and they therefore shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work or the safety of the worksite. Further—
 - a. McClure shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
 - b. McClure shall not be responsible for the acts or omissions of any contractor.
 - c. McClure neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
 - d. McClure shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by McClure.
 - e. Client has not retained McClure to make detailed inspections or to provide exhaustive or continuous project review and observation services.

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9. **Design Without Construction Phase Services.** If McClure is not retained for construction observation and/or on-site resident observation services under a TO for a particular Project, McClure shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. Client waives all claims against McClure that may be connected in any way to construction phase administrative, engineering, surveying or professional services.
10. **Underground Utilities.** Information for location of underground utilities may come from the Client, third parties, and/or research performed by the Client or its contractors/subcontractors. The information the Client must rely on from various utilities and other records may be inaccurate or incomplete. Client agrees to indemnify, defend, and hold harmless McClure for all claims, losses, costs and damages arising out of the location of underground utilities with respect to any Project.
11. **Subsurface Conditions.** Client is advised to commission a third party to conduct soil and/or subsurface testing and analysis to provide information to the Client and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction. McClure cannot and does not warrant or guarantee that the testing or other information provided in any case is reflective of all subsurface conditions that may be encountered, or the extent to which subsurface conditions such as soil properties, groundwater, rock, and other variations thereof, may vary from location to location throughout subsurface construction. Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price, schedule, and the TO, and McClure shall be held harmless from issues arising out of any unseen and/or actual subsurface conditions.
12. **Hazardous Materials—Indemnification.** McClure does not provide environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmentally damaging substances. Client is aware of the potential liability if toxic, hazardous or environmentally damaging substances are found on, in or under real property. McClure makes no representations regarding an environmental site assessment and relies upon Client to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination of whether to make an environmental site assessment on the subject property.
13. **Permits and Approvals.** As part of a TO, McClure may assist the Client in applying for those permits and approvals required by law for projects similar to the Project for which McClure's services are being engaged under the TO. If so, specified as part of the TO, such assistance may consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction with respect to the Project. Any assistance beyond the foregoing (including, without limitation, special studies, special research, attendance at meetings with public authorities, special testing or special documentation not usually and customarily required for the Project type) shall only be provided if so expressly identified in the TO and such assistance shall be limited to that TO.
14. **Code Compliance.** If as party of the TO McClure agrees to conduct code compliance, McClure shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date the TO is executed. Any design or other changes made

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necessary by newly enacted laws, codes and regulations after the TO execution date entitle McClure to a reasonable adjustment in the schedule and additional compensation.

15. General.

- a. **Additional Services.** If either party wishes to change the scope or performance of the Services set forth in a particular TO, it shall submit details of the requested change to the other party in writing. McClure shall, within a reasonable time after such request, and based on the information known to McClure at the time, provide a written estimate to Client of: (1) the time required to implement the change; (2) any necessary variations to the fees and other charges for the Services arising from the change; (3) the effect of the change on the Services; and (4) any other impact the change might have on the performance of this Agreement. Promptly after delivery of the written estimate to Client, the parties shall negotiate and agree in writing on the terms of such change in the scope of performance of the Services and fees and related expense due McClure (a “**Change Order**”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. In addition, any Deliverables or other Services not specifically set forth in a TO (or its corresponding Change Order), requested by Client from time to time, or that may be required during construction or otherwise which were not contemplated when the original scope of work was agreed to when the TO was signed (which McClure, in its discretion, agrees to provide) shall be billed by McClure to Client, and paid by Client, on a time and materials basis, based on those prices and rates then in effect at the time the Services are provided. In such case, Client recognizes that Project schedules may need to be adjusted accordingly, at Client’s cost and expense and that McClure may be required to prepare or install additional field data points, drawings, specifications and other documents required to address the changes in the scope of works as necessary to satisfactorily complete the Project.
- b. **Indemnification.** Client will indemnify, defend, and hold harmless McClure and all other McClure Parties from any and all liabilities, losses, damages, costs or expenses, including, but not limited to, attorneys’ fees and legal costs and expenses incurred by the McClure Parties, which arise from: (1) a breach of representation, warranty, covenant or other breach of this Agreement by Client; (2) Client’s or any one or more of its officer’s, director’s, member’s, partner’s, agent’s, employee’s, consultant’s, representative’s, parent’s, subsidiary’s, agents, or its other affiliate’s negligence, gross negligence, willful misconduct, or violation of applicable law; and/or (3) the use of the Client Materials.
- c. **Limitation of Liability.** McClure will not be liable with respect to the corresponding TO for punitive, special, indirect, incidental or consequential damages incurred or suffered by Client or arising from any of the McClure Parties’ performance under this Agreement (including any TO) even if such Party was advised of or could have foreseen the possibility of such damages. In no event will McClure’s aggregate liability arising out of or related to a TO governed by or otherwise arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), indemnity or otherwise, exceed: (1) \$50,000; or (2) the total of the fees paid to McClure by Client under the applicable TO, if any, within the past six (6) months, whichever is greater.
- d. **Betterment.** If during construction of a Project or otherwise in connection with the delivery of Services it is discovered that one or more components or data points are required or desired that were not in McClure’s original Deliverables, Services or TO, McClure shall not be responsible for paying the cost required to add such components or data points. In no

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event shall McClure be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the Project or Client (beyond what is expressly contemplated under the subject TO).

- e. **Mediation of Disputes; Process if Mediation Not Successful.** In the event a dispute arising out of or relating to this Agreement is not resolved by informal negotiations within thirty (30) days (or any mutually agreed extension of time) after either Party requests such negotiations, then the matter in controversy, at the written request a Party, delivered to the other, will be subject to non-binding mediation in Des Moines, Iowa. The Parties will mutually determine the mediator by selecting from the list of mediators obtained from the American Arbitration Association (AAA). If the Parties are not able to agree on the mediator, the AAA will select the mediator. Each Party will bear its own costs and expenses with respect to the mediation, including one-half of the fees and expenses of the mediator. This paragraph will not be read to constitute an agreement to agree, nor does it impose an obligation to negotiate in good faith upon either Party. In the event that the Parties do not resolve any dispute through mediation, Client irrevocably submits to the jurisdiction of the state or federal courts sitting in Des Moines, Iowa in any action or proceeding arising out of or relating to this Agreement, and submits to the personal jurisdiction of such courts, and agrees that all claims in respect of such action or proceeding may be heard and determined in such courts. Client irrevocably waives any objection, which it may now, or in the future, have to the bringing of any such action or proceedings in such courts. Notwithstanding the foregoing, this Section shall not delay McClure's ability to immediately pursue formal collection of fees, expenses, and other amounts due and owing hereunder.
- f. **Governing Law.** This Agreement is made in the State of Iowa and will be governed in accordance with the laws of the State of Iowa without reference to conflict of law principles.
- g. **Waiver of Jury Trial.** Each of the Parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement will inure to the benefit of, and be binding upon, the Parties to this Agreement, together with their representatives, successors and assigns. Notwithstanding the foregoing, McClure may subcontract any portion of the Services under this Agreement (including any TO) without the prior written consent of the Client. Furthermore, McClure may assign its rights hereunder to a successor in interest, including any person who acquires all or substantially all of its assets or otherwise acquires its business as a going concern, upon written notice to Client. No assignment or delegation (including any subcontracting of Services) relieves the Client or McClure of any obligations under this Agreement.
- i. **Severability.** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.
- j. **Term of this Agreement.** This Agreement begins on the Effective Date and shall be for two (2)-year period ("**Initial Term**"). This Agreement (and its terms and conditions) shall automatically extend for additional one (1)-year periods (each, a "**Renewal Term**") unless either party notifies the other party in writing of such party's intent not to renew the Agreement at least thirty days prior to the expiration of the then current term. The period

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beginning on the Effective Date through expiration or earlier termination of the Initial Term and each Renewal Term, if any, is referred to as the “Term.”

- k. **Payment Terms.** Client agrees to pay each invoice for Services and/or costs incurred thirty (30) days from the date of the invoice. McClure reserves the right to cease work and to stop providing Services if any amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable attorneys’ fees) and will bear interest at the rate of one and a half percent (1.5%) per month or any fraction of a month until all outstanding amounts are paid. In addition to all other remedies available under this Agreement or at law (which McClure does not waive by the exercise of any rights hereunder), McClure shall be entitled to terminate the applicable TO, terminate this Agreement in its entirety and/or suspend the delivery of any Deliverables or performance of any Services if Client fails to pay any amounts when due hereunder and such failure continues for seven days following written notice thereof. Written notice shall be provided consistent with Section 15(q) of this MSA. Any subsequent failure to timely pay any amounts when due hereunder within a successive 12-month period following the delinquency shall entitle McClure to immediately terminate the applicable TO or this Agreement or suspend any further delivery of Deliverables or performance of any Services hereunder. Client shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with McClure, whether relating to McClure’s breach, bankruptcy or otherwise.
- l. **Termination of This Agreement.**
- i. **For Convenience.** This MSA may be terminated at any time, and without cause, by McClure providing Client with written notice at least thirty (30) calendar days prior to the intended termination date.
 - ii. **For Breach.** Either Party may terminate this MSA if the other Party has materially breached the requirements of this Agreement and the breach is not cured within ten (10) business days after receipt of written notice of the breach from the Party alleging the breach. The notice must set out the specific breach and the steps required to cure the breach. The non-breaching Party may, at its option, terminate this Agreement by written notice of termination to the breaching Party after the expiration of the ten (10)-day period specifying the date of termination (which shall be immediate) if the breaching Party has not timely cured.
 - iii. **Payment of Fees Upon Termination.** All fees, expenses and other sums due McClure shall be paid in full by Client within thirty (30) days of the termination date specified in any notice of termination. McClure may withhold any Deliverables or other Services due to Client until such time as all fees, expenses and other sums due McClure have been paid by Client.
 - iv. **Material Modification, Termination of a TO.** Any material modification to the obligations of McClure under a TO will require a written amendment executed by an authorized representative of each Party. Except in the event of nonpayment of invoices, which is governed by Section 15(k) of this MSA, no TO or termination thereof shall terminate this MSA. In the event this MSA is duly terminated, any TO created pursuant to this MSA shall terminate. In no event will a TO created pursuant to this MSA exist past the Term.

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- m. **Survival of Certain Portions of this Agreement.** In the event of a termination, the Parties will carry out all provisions of this Agreement which require continued performance or survive termination, including, but not limited to, indemnification, fulfilling warranty or confidentiality obligations, and obligations to complete, and to pay for, work performed through and until the date of termination. Termination also will not affect any liability or obligation arising prior to termination, including, but not limited to, any loss or damage caused by a breach of this Agreement.
- n. **Compliance with Laws.** Each Party covenants to comply with all applicable local, state, and federal laws, regulations and orders in the performance of its obligations under this Agreement.
- o. **Modification and Waiver.** No modification of this Agreement is effective unless signed by McClure and Client, and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the non-breaching Party. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement.
- p. **Force Majeure.** McClure shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of McClure, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- q. **Notices.** All notices will be in writing and deemed given when personally delivered or one (1) business day after being sent to the recipient Party by an overnight courier, or three (3) business days after being sent postage prepaid by certified or registered mail, return receipt requested. All notices should be sent to the recipient Party's designated mailing address set forth above (or such alternative mailing address designated in writing under any TO or otherwise designated in a notice duly delivered to the recipient Party).
- r. **Counterparts.** This MSA (together with any corresponding TO) may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or other electronic means shall be binding and enforceable for all purposes.
- s. **Authority.** Client represents and warrants that the person or persons signing this MSA on behalf of Client has authority to bind Client and all actions have been taken to authorize such person or persons executing this Agreement to do so.
- t. **Complete Agreement.** This Agreement (inclusive of with any TO governed hereunder) is the exclusive and entire agreement negotiated between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. Neither Party

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will be bound or liable to the other Party for any representation, promise or inducement made by any agent or person in the other's employ that is not embodied in this Agreement. The provisions of this MSA will control over any conflicting provisions in a TO, except to the extent that a provision of this MSA specifically states that a TO may provide different terms. A TO may contain additional terms, provided that such additional terms do not conflict with the provisions of this Agreement.

- u. **Agreement Negotiated.** Each Party has had opportunity to participate in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more of provisions of this Agreement.
- v. **Lien Rights.** McClure expressly reserves all rights to pursue mechanic's or design professional lien rights and nothing herein or hereafter executed shall modify, reduce or obviate same or delay enforcement of same unless McClure expressly and specifically duly waives any such rights in writing.
- w. **Promotional Use.** Notwithstanding anything herein to the contrary, the Parties agree that McClure may use Client's name, logo, examples of materials delivered or proposed and web screen shots in McClure's promotional materials. Client shall provide professional credit for McClure in Client's promotional materials for any Project.
- x. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against McClure or any other of the McClure Parties. McClure's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against McClure or any other of the McClure Parties because of this Agreement or the performance or nonperformance of services hereunder.
- y. **Exhibits.** The exhibit(s) attached hereto are incorporated by reference herein.

[Signature Page Follows]

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AGREED TO AND ACKNOWLEDGED BY:

McClure Engineering Co., d/b/a McClure	City of Council Bluffs, Iowa
Cody Forch, PE <small>Full name (printed)</small>	Matt Walsh <small>Full name (printed)</small>
Team Leader <small>Title</small>	Mayor <small>Title</small>
<small>Signature</small>	<small>Signature</small>
<small>Date</small>	<small>Date</small>

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MSA Exhibit A
Contract Provisions

The following provisions are incorporated into the Master Services Agreement between McClure Engineering Co., and the City of Council Bluffs, Iowa and, to the extent that they are contrary to any provisions contained therein, shall supersede such provisions of the Agreement.

1. Indemnification

McClure agrees to indemnify and save harmless the Client, its officers, agents, and employees from and against any and all claims including reasonable attorneys' fees and defense costs arising out of the negligent acts, errors, or omissions of McClure, its officers, agents, and employees in the execution of the services specified in this Agreement.

In recognition of the relative risks and benefits of the project to both the Client and McClure, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of McClure and their sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of McClure and their sub-consultants to all those named shall not exceed \$2,000,000.00. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

2. Insurance

McClure shall maintain insurance to protect McClure from claims under Worker's Compensation Acts; claims due to personal injury or death of any employees or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for McClure is legally liable. The amounts and extent of such insurance is as follows:

- a. Professional Liability - \$2,000,000 each claim; \$2,000,000 aggregate
- b. Vehicle Coverage
Bodily Injury - \$1,000,000 combined single limit (each accident)
- c. Worker's Compensation - \$100,000 each accident
- d. General Liability - \$1,000,000 each occurrence and \$2,000,000 aggregate

3. Arbitration

Any controversy or claim arising out of this Agreement may, if both parties agree, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

The cost of the arbitration, if any, will be divided equally between the Client and the McClure.

4. McClure's responsibility

The McClure shall be responsible for the professional quality and technical accuracy of all services furnished by the McClure under this Agreement, except for that work provided by Client. McClure shall, without additional compensation, correct or revise any error or deficiencies in his work. Approval of the Client of any such work shall not in any way relieve McClure of responsibility for the technical accuracy and adequacy of said services. The Client's review, approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

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MSA Exhibit B
Title VI Assurances

During the performance of this contract, the engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

1. **Compliance with Regulations:** The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "B" of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Council Bluffs, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City of Council Bluffs shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Engineer under the contract until the Engineer complies; and/or,
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Engineer shall include the provisions of Paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non compliance; provided, however, that, in the event an engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer

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may request the City of Council Bluffs or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Council Bluffs or the Iowa Department of Transportation; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

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**MSA Exhibit C
Task Order Scope of Work**

McClure Engineering Co.
Project Name: Avenue B Reconstruction
Project Number: #PW25-13
Project Manager: Cody Forch, PE

This Task Order (this “TO”) adopts and incorporates by reference the terms and conditions of the Master Services Agreement terms and conditions, which was entered into on _____ between McClure Engineering Co., an Iowa corporation (“McClure”), and the undersigned Client or its affiliate, City of Council Bluffs, Iowa (hereinafter referred to as “Client”), as it may be amended from time to time (the “MSA”), and the attached Exhibits. A capitalized term not defined in this TO shall have the meaning ascribed such term in the MSA. This Task Order is effective beginning on the date fully signed below (the “Effective Date”) and will remain in effect until terminated in accordance with the MSA. All Services performed under this TO will be subject to the terms and conditions of this TO and the MSA.

1. The Services that McClure will provide under this TO are described in the attached **Exhibit A** (the “Task Order Scope of Work”).
2. The Services that McClure will provide under this TO will be compensated for in accordance with the fees or hourly rates as presented in **Exhibit B** and the MSA.
3. All other Exhibits identified as “Included” below are incorporated into this TO.
4. This TO represents the entire and integrated agreement between **Client** and **McClure** and supersedes all prior negotiations, representations, or agreements, either written or oral regarding the subject matter of this TO. This TO may be amended only by written instrument signed by both **Client** and **McClure**.

Attached Exhibits		Included	Not Included
Exhibit ‘A’	Task Order Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit ‘B’	Fees/Hourly Rates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit ‘C’	Subconsultant(s) Contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit ‘D’	Client’s Additional Responsibilities to McClure	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit ‘E’	Duties and Responsibilities of RPR	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit ‘F’	Drawing Depicting the Project	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit ‘G’	Construction Item List Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit ‘H’	Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>

In Witness Whereof, the parties have executed this TO as of the date below.

CLIENT: City of Council Bluffs, Iowa

McClure Engineering Co.

By: _____

Signed: _____

Title: _____

Title: _____ Vice President/Authorized Signatory

Date: _____

Date: _____

Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA

TO Exhibit A
Task Order Scope of Work

1. Project Description

- a. The PROJECT includes Preliminary Design, Final Design, Advertising, Bidding, Contract Award, Construction Administration, Onsite Project Representation, Project Survey, Project Closeout, and Project Management for the Avenue B Reconstruction project.
- b. Project limits extend from the west edge of the southbound lane on 8th Street to the west return of 13th Street.

2. Basic Services

McClure will provide the Engineering Services as follows:

- a. Preliminary Design
- b. Final Design
 - i. Applications for Permits/Approvals
- c. Construction Administration
- d. Advertising, Bidding, and Contract Award
- e. Onsite Project Representative
- f. Survey Services
- g. Project Closeout
- h. Project Management and Coordination
- i. Subconsultants

**Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA**

**TO Exhibit B
Fees/Hourly Rates**

McClure Engineering Co.
Hourly Rate Schedule
(Effective 1/1/2024 through 12/31/2024)

Personnel	Hourly Rate*
Principal.....	\$270 - \$295
Project Manager.....	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician.....	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect.....	\$125 - \$160
On-Site Representative.....	\$115 - \$155
Client/Project Liaison.....	\$135 - \$185
Administrative.....	\$65 - \$85
Public Relations.....	\$115 - \$150
3 Member Survey Crew.....	\$280
2 Member Survey Crew.....	\$210
1 Member Survey Crew.....	\$135

Equipment	
3D Scanner per Scan.....	\$30.00
Photogrammetry Drone per Flight.....	\$125.00
Sonar Boat.....	\$125.00
LiDAR Drone per Flight.....	\$250.00

Miscellaneous expenses	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
Automobile Mileage (at current IRS rate).....	Current IRS Rate
Printing.....	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.).....	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.).....	Per Contract

*Rates are subject to annual adjustment (based on McClure's billing rate adjustments for future years)

**Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA**

[TO Exhibit C](#)
Subconsultant(s) Contract

Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA

TO Exhibit D

Client's Additional Responsibilities to McClure

CLIENT shall do the following in a timely manner so as not to delay the Services of McClure:

1. Designate in writing a person to act as Client's representative with respect to the Services to be rendered under this Task Order. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's decisions with respect to McClure's Services for the Project.
2. Provide to McClure all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish to McClure copies of all design and construction standards which Client will require in the drawings and specifications.
3. Assist McClure by delivering to McClure all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for McClure to enter upon public and private property as required for McClure to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by McClure, obtain advice of an attorney, accountant, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of McClure.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to McClure whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of McClure's services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for Services as agreed to in this Task Order or Agreement.

Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA

TO Exhibit E

Client's Additional Responsibilities to McClure

McClure shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist Client in observing performance of the Services with respect to the Project.

Through on-site observations of the Project in progress and field checks of materials and equipment by the RPR and assistants, McClure shall endeavor to provide further protection for Client against defects and deficiencies in the Project; but, the furnishing of such Services will not make McClure responsible for or give McClure control over construction means, methods, techniques, sequences, procedures, storm water runoff, erosion control, or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of McClure in McClure's agreement with the Client and in the construction Contract Documents, and are further limited and described as follows:

1. General

RPR is Client's agent at the Project site, will act as directed by and under the direction of Client, and will confer with Client regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Client and contractor keeping Client advised as necessary. RPR's dealings with sub-contractors shall only be through or with the full knowledge and approval of contractor.

2. Duties and Responsibilities of RPR

- a. Conferences and Meetings: Attend meetings with contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings.
 - i. Liaison:
 - 1. Serve as Client's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Client in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - 2. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
- b. Shop Drawings and Samples:
 - i. Receive samples that are furnished at the site by contractor and notify Client of availability of samples for examination.
 - ii. Advise Client and contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Client.
- c. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - i. Conduct on-site observations of the Work in progress to assist Client in determining if the work is in general proceeding in accordance with the Contract Documents.
 - ii. Report to Client whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Client of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA

- iii. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record and report to Client appropriate details relative to the test procedures and startups.
 - iv. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Client.
- d. Interpretation of Contract Documents: Report to Client when clarifications and interpretations of the Contract Documents are needed and transmit to Client clarifications and interpretations as issued by Client.
- e. Modifications: Consider and evaluate contractor's suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Client. Transmit to contractor decisions as issued by Client.
- f. Records:
- i. Maintain at the job site orderly files for correspondence, reports of job conferences. Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, and additional Drawings issued subsequent to the execution of the Contract. Client's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - ii. Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to Client.
 - iii. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
- g. Reports:
- i. Furnish Client periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - ii. Consult with Client in advance of scheduled major tests, inspections or start of important phases of the Work.
 - iii. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from contractor and recommend to McClure Change Orders, Work Directive Changes and Field Orders.
 - iv. Report immediately to Client upon occurrence of any accident.
- h. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to McClure, noting particularly the relationship of the payment requested to the schedule of values. Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

Master Services Agreement
TERMS AND CONDITIONS CITY OF COUNCIL BLUFFS, IOWA

- i. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Client for review and forwarding to Client prior to final payment for the Work.

3. LIMITATIONS OF AUTHORITY

- a. Resident Project Representative:
 - i. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
 - ii. Shall not exceed limitations of Client's authority as set forth in the Contract Documents.
 - iii. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
 - iv. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, storm water management, erosion control or other procedures of construction.
 - v. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - vi. Shall not accept Shop Drawings or sample submittals from anyone other than contractor.
 - vii. Shall not authorize Client to occupy the Project in whole or in part.
 - viii. Shall not participate in specialized field or laboratory tests or inspections conducted by other except as specifically authorized by Client.

**RESOLUTION
NO 24-192**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH MCCLURE
FOR ENGINEERING SERVICES IN CONNECTION WITH
AVENUE B RECONSTRUCTION
PROJECT #PW25-13**

WHEREAS, the city wishes to make improvements known as Avenue B Reconstruction, within the city as therein described; and

WHEREAS, McClure has submitted an agreement to provide engineering services for the work necessary for said improvements; and

WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with McClure for engineering services relative to the Avenue B Reconstruction project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

July 8, 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 24-193
ITEM 5.E.

Council Action: 7/8/2024

Description

Resolution authorizing the 28E Agreement with the Southwest Iowa Planning Council/Southwest Iowa Transit Agency to provide paratransit service under the City’s Special Transit Service.

Background/Discussion

The City’s Special Transit Service is a complementary paratransit service to the fixed route bus service mandated by the Americans with Disabilities Act (“ADA”).

The Southwest Iowa Planning Council/Southwest Iowa Transit Agency (SWIPCO/SWITA) provides public transit services throughout Southwest Iowa, and focuses on public transit. SWIPCO/SWITA is a state designated regional transit agency and fully understands the City’s requirements for service. They have provided paratransit services for the City since June 1, 2017.

The 28E Agreement with SWIPCO/SWITA continues the opportunity to work in cooperation with the Metropolitan Area Planning Agency (MAPA) and the Iowa Department of Transportation’s Office of Public Transit (Iowa DOT). Using a 28E Agreement is acceptable as both entities are recognized as state designated transit agencies. This is an acceptable practice under Federal Transit Administration (“FTA”) regulations.

This agreement is for a one-year period beginning July 1, 2024, through June 30, 2025, with one option to extend for an additional year in 2025. The annual fee for paratransit service with this new agreement is \$385,000. In an attempt to reduce costs and extend the life of the STS vehicles, the City will now provide the fuel and maintenance of the vehicles. There will be an additional cost of \$150 per vehicle per day for SWITA to provide vehicle coverage when STS vehicles are unavailable.

The previous agreement with SWIPCO/SWITA was a one year agreement with an annual fee amount of \$450,000.

Paratransit riders pay \$2.50 per one-way trip. The current average operating cost per passenger is \$30.16 per one-way trip.

Over the next year, it is recommended that a study and review of service be conducted to identify any possible options to limit the increased costs associated with paratransit services.

Recommendation

Approval of this resolution authorizing the 28E Agreement with SWIPCO/SWITA to provide paratransit service for the City of Council Bluffs.

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Agreement	6/28/2024
Resolution 24-193	Resolution	7/2/2024

28E AGREEMENT FOR PARA-TRANSIT SERVICES

THIS AGREEMENT, by and between the City of Council Bluffs, Iowa (“City”) and Southwest Iowa Planning Council/Southwest Iowa Transit Agency (hereafter, “Contractor”) is hereby entered into on the date last written below.

Purpose of Service

As part of the City’s commitment to comprehensive public transit services, the City intends to provide transportation for residents of all ages who are disadvantaged concerning transportation due to disability. This transportation system is utilized to enhance existing public transportation in order to meet the needs of the disabled. The City’s service is referred to as the Special Transit Service (STS).

Separate Legal Entity

This Agreement does not establish a separate legal entity.

Scope of Work

The work required is the provision of curb-to-curb transportation service that meets all requirements of the Americans with Disabilities Act (“ADA”) and Federal Transit Administration (“FTA”) regulations available to eligible users at their request. Such services are to occur within the designated days and hours of operation, to and/or from any origin or destination within the City of Council Bluffs, Iowa, and certain designated points within Omaha, Nebraska.

Southwest Iowa Planning Council/Southwest Iowa Transit Agency (hereafter “Contractor”) shall provide service operation, administration, dispatching, communication, record keeping, personnel training, required drug and alcohol testing and reporting, and all other services necessary to fulfill the requirements under this Agreement. The City will provide promotion and marketing of the system, determination of client eligibility and client certification.

Vehicles and Repair

The City shall own and maintain the vehicles necessary for STS services. Contractor will be responsible for coordinating and scheduling routine vehicle maintenance with the City Fleet Maintenance supervisor, as needed. The cost of any vehicle repairs resulting from the fault of a driver, shall be paid by the Contractor.

Daily pre-trip inspections are required to be completed by the drivers and turned into the City Fleet Maintenance Supervisor on a weekly basis. The inspection forms will be provided by the City.

Vehicles shall only be fueled at the City owned fueling facility located at 901 10th Avenue. The City will maintain all records associated with fuel usage. Fuel costs will be paid by the City.

The Contractor shall lease the City's fleet of STS vehicles at a rate of \$1 per vehicle per year. The Contractor may substitute like vehicles from its own fleet as necessary to ensure full service and continuous coverage under this Agreement. The cost to do so shall be \$150 per day per vehicle charged by the Contractor to the City. The Contractor shall not charge for the use of an additional vehicle prior to delivery of the out of service STS vehicle to the City's maintenance facility, or other mutually agreed upon repair facility.

It is anticipated that the City will replace three vehicles within the existing fleet of STS vehicles by June 30, 2026.

Basis of Service

1. The City of Council Bluffs' Special Transit Service shall be provided 5:05 a.m. to 11:35 p.m. Monday – Friday and 6:35 a.m. to 8:55 p.m. on Saturday. There is no service on Sunday.
 - a. Monday – Friday normally three to four (3-4) of the four vehicles will be operational during the Contractor's service hours. On Saturday normally only one or two vehicles are necessary for operation. Any approved rider who is riding at the STS charge of \$2.50 will be counted in the City's statistics.
2. A service hour is defined as that time which a driver and vehicle are available to provide transportation service. Revenue hours will be defined as the time a vehicle makes the first pick up until the last drop off for the day.
3. The Contractor shall provide actual on-street service beginning at the starting time and until the ending time specified by the City. The Contractor shall accept requests for service for any time before the specified ending time. Trips in transit after the ending time shall be completed in the most cost-effective manner for the City of Council Bluffs. No new trips may be scheduled after the ending time.
4. Anticipated revenue hours are as follows:

Monday through Friday	6:00 a.m. to 5:00 p.m.
Saturday	9:00 a.m. to 5:00 p.m.

In addition to these hours, service will also be provided if needed and scheduled for the day before at the following times: any time service is requested during the following hours, the Contractor is required to provide this service in the most economical method for the City, i.e. utilize designated cab service. The City will not pay for cab service during the revenue hours noted above.

Monday through Friday	5:05 a.m. to 6:00 a.m. 5:00 p.m. to 11:35 p.m.
Saturday	6:35 a.m. to 9:00 a.m. 5:00 p.m. to 8:55 p.m.

The City reserves the right to adjust the service schedule as it deems necessary.

5. Holidays to be observed during the Agreement period are:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

Vehicle Operators

1. The goal of the STS is to provide responsible, courteous, timely and efficient transportation, and to increase the client's confidence in the service. All operational procedures and employee training should be developed by the Contractor with these points in mind.
2. It is the responsibility of the Contractor to provide the necessary driver training and orientation, and develop operating policies and procedures with regard to the special needs of STS clientele, passenger assistance and STS user policies, as well as report and record keeping, radio communication, vehicle and lift operation and driver safety.
3. Drivers shall be responsible for locking wheelchairs into place with the tie-down devices and ensuring that seated passengers wear seat belts. Driver negligence regarding the securing of wheelchairs with tie-downs and seated passengers with seat belts shall be the sole responsibility of the Contractor and shall be considered a failure to maintain the required level of service. Riders have the right to refuse tie-down devices and/or seat belts. If riders refuse tie-down devices and/or seat belts, drivers will be considered as having fulfilled their responsibilities concerning tie-down devices and/or seat belts.
4. Drivers will collect STS fares and tickets on the vehicles and a complete record of all monies and tickets collected will be maintained.
5. Drivers and dispatchers are subject to the drug and alcohol regulations adopted by the Federal Transit Administration (FTA). The Contractor will maintain the necessary policy, testing program and reporting system to meet FTA regulations. The Contractor will furnish an annual report of the testing results to the City by February 15 of each year.
6. The drivers shall not be required to wait more than ten (10) minutes at any pick up location.

7. The driver shall assist passengers at the curb and sidewalk when necessary in boarding and leaving the vehicle. ADA Complementary Paratransit is origin/destination service, meaning if a passenger needs additional assistance getting to the bus from the front door of their origin and/or needs assistance getting from the bus to the front door of their destination, the driver must provide that assistance.

Dispatch

1. The Contractor is required to provide dispatching for STS. A specific telephone number, for this purpose only, shall be established to receive service requests and one or more schedulers shall be available to answer calls during the specified hours.
2. Requests for STS service, including next day service, shall be taken Monday-Friday from 8 a.m. to 5 p.m. Requests for other than next day trips will be taken up to 14 days in advance. Reservations can be accepted using electronic means (e.g. answering machines or voice mail) on Saturdays and Sundays or after 5 p.m. Monday-Friday.
3. The Contractor shall take the necessary steps to provide schedulers who are sensitive to the specialized needs of the disabled, who are familiar with the City and the STS service area, who are orientated in the policies for use of STS established by the City, and the operational procedures of the Contractor.
4. The Contractor will notify the City (712-890-5296) as soon as possible if unable to provide paratransit service due to inclement weather. Dispatch personnel will notify scheduled passengers of any cancellations. Local media is acceptable for announcement of cancellation of service.

Level of Service

The Contractor will provide efficient, courteous and timely transportation to the disabled citizens of the City. The level and quality of service provided by the Contractor shall be maintained under normal and extraordinary levels of demand. The following service parameters will be strictly adhered to in the service delivery:

1. Trips must be scheduled within one hour of requested time. The Contractor does have the option of negotiating with the client a pick up time of an hour either before or after his/her requested time if scheduling capacities justify this action.
2. Clients shall be picked up with no more than a thirty-minute variance from the scheduled time. The thirty-minute time window is from 15 minutes before the scheduled pickup time to 15 minutes past the scheduled pickup time.
3. Clients shall be delivered at, or before, their assigned delivery time.
4. No client shall be limited in the number of trips he/she may schedule.

5. No client shall be denied a trip because of the purpose of the trip.
6. The client will be notified by telephone if the STS vehicle dispatched to provide service will be more than fifteen (15) minutes late. A new pick-up and delivery time will be given to the client at that time.
7. Service is available anywhere within the city limits of Council Bluffs.
8. Service is provided in Omaha as far north as Hamilton Street, as far south as Woolworth Avenue and as far west as 42nd Street. This includes service to the University of Nebraska Medical Center (UNMC) main campus and the Veterans Affairs Medical Center (VA).

Records

1. Various internal records and procedures will be developed by the Contractor. All records associated with the Contractor's provision and operation of STS, whether requested by the City or whether part of records normally kept by the Contractor on his operations, shall be open to the City. The records and procedures are subject to City approval for form content and accuracy. Indirect costs, such as administrative staff time, training expenses, vehicle storage space, and others shall be assigned to the STS service based on SWIPCO's Iowa DOT approved cost allocation plan, which takes into account the percentage of usage based on miles driven and hours of service.
2. All records applicable to the operation of this service must be retained and be available to the City for a period of three (3) years after the termination of this Agreement. If the Contractor discontinues its business operation, it will turn over relevant records to the City within three (3) business days.
3. The Contractor shall provide to the City the monthly trip information and other pertinent data needed to qualify for Federal or State subsidies.
4. The contractor shall establish record keeping and operating procedures to provide the following:
 - a. A dispatch log shall be established on which both subscription and reservation service trips shall be entered daily by the dispatcher. Information required on the dispatch log sheet includes, in addition to normal dispatch information, trip purpose, presence of non-pay escort and/or paying companion, and client identification. Such information may be recorded electronically.

The dispatch log shall reflect all requests for service received from STS users, whether or not service was provided, and if no service was provided, the reasons for such failure.

- b. Trip sheets maintained by the drivers indicating vehicle identification, date, client identification, scheduled and actual pick-up and delivery time, and origin and destinations. Copies of trip sheets will be provided to a City representative monthly. Electronic format is acceptable.
- c. A daily record of all fare receipts.
- d. A file indicating certified users of STS and procedure to monitor subscription service, no-shows, and other data necessary to operate the service in accordance with user policy established by the City.

Required Reports

1. On or before February 15th of each calendar year, the Contractor must submit to the City the Management Information System (MIS) Report on substance testing for the previous calendar year, in compliance with federal law. The Contractor must annually provide a statement of compliance with the drug and alcohol testing rules using language similar to that required by federal law.
2. The Contractor must submit a monthly report which will include: a) the total vehicle miles; b) the total revenue miles; c) the total number of passengers (rides); d) the total fare box revenue (cash & tickets); e) types/purposes of trips; f) revenue hours (per week) which includes documentation from driver's logs or Contractor's dispatch records.

Communication

The Contractor shall provide and maintain the capability of two-way voice communication between dispatch and drivers. The communication system shall be between the Contractor's base station and all vehicles utilized in providing paratransit service.

Insurance

The Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents from any and all liability from any damage, loss or injury including death (this will include attorney fees and the cost of litigation) arising out of an event or incident related to the Contractor, its employees and agents performing or attempting to perform its obligations to the City and public as set out in this agreement.

As evidence of its ability to perform its obligation set out in the above paragraph, the Contractor shall provide proof of insurance covering all aspects of its operations as they related to the City and this agreement. This insurance must be in at least the amounts set forth below and require thirty (30) days written notice to the City prior to cancellation. The City shall be identified as an additional insured on the Contractor's policy.

The Contractor shall insure vehicles and equipment as follows:

1. Commercial General Liability
 - a. Each Occurrence Limit \$1,000,000
 - b. General Aggregate Limit \$1,000,000

2. Commercial Automobile Liability
 - a. Limits of Liability:
Bodily Injury & Property Damage \$1,000,000

 - Each Accident:
 - b. Limits of Liability:
Uninsured and Underinsured Motorists \$1,000,000

3. Umbrella Liability
 - a. Limits of Liability:
Bodily Injury and/or property damage

 - Each Occurrence \$2,000,000
 - General Aggregate \$3,000,000

In case of an accident resulting in a total loss, either fair market value or a replacement vehicle, subject to City approval, the title of which shall be relinquished to the City, shall be returned to the program.

Compensation

1. On or before the fifteenth day of each month, the Contractor shall submit to the City an invoice equal to one-twelfth of the annual lump sum amount of \$385,000, minus any fares collected and retained, plus the cost to provide coverage by SWITA vehicles when STS vehicles are unavailable, at a rate of \$150 per vehicle per day.
2. The City will, upon receipt of the Contractor's monthly invoice, remit payment of the balance due, net of any credits to the Contractor, promptly within thirty (30) days.
3. The annual service fee will be reviewed annually by SWITA and City personnel, resulting in a mutually agreed upon contract addendum if needed.

General

The Contractor shall submit for the City's approval written procedures and reporting policies for the following:

1. Vehicle accidents.
2. Vehicle failure.

3. Service complaints.

The Contractor shall provide access to an established place of business for the conducting of management activities including the acceptance of information.

The Contractor shall submit a monthly invoice for providing service in accordance with the accepted proposal. All costs charged to the operation shall be supported by properly executed payrolls, time records, invoices, contracts, or other documentation to the satisfaction of the City. The Contractor shall deduct an amount equal to fare revenues collected from the monthly billing.

Client eligibility and cancellation of eligibility shall be entirely within the discretion of the City.

Federal and State Requirements

This Agreement is subject to financial assistance contracts, and the conditions of said contracts between the City and the State of Iowa, and between the City and the FTA that require the Contractor comply with certain regulations. The regulations are listed in "Exhibit B."

Term of Agreement

This Agreement is effective for one year, with service commencing on July 1, 2024 and terminating June 30, 2025, with one option to extend for an additional year in 2025. The annual compensation will be renegotiated if the option to extend is exercised.

Signed this _____ day of _____, 2024

Southwest Iowa Planning Council

By: _____
John P. McCurdy, Executive Director

Attest: _____

Signed this _____ day of _____, 2024

City of Council Bluffs

By: _____
Matthew J. Walsh, Mayor

Attest: _____
Jodi Quakenbush, City Clerk

EXHIBIT "A"

**FARE
STRUCTURE**

The following fare structure, implemented on March 12, 2012, will remain in effect unless changed by the City:

ADA – Eligible Passenger	\$2.50 per one-way trip
Personal Care Attendant	Free
Non-Personal Care Attendant/ Riding Companion (space available)	\$2.50 per one-way trip

EXHIBIT “B”

Federal Transit Administration (FTA) Requirements

Charter Service Operations – The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions at 49 CFR 604.9 must be “incidental,” i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations – Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemption, recipients and sub-recipients may not use federal funded equipment, vehicles or facilities.

Energy Conservation – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Clean Water – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser, and understands and agrees that the Purchaser in turn will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Lobbying – Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause, pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq].

-Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, “New Restrictions on Lobbying,” at 49 CFR § 20.110(d).

-Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A. Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

-Use of “Disclosure of Lobbying Activities,” Standard Form-LLL – Set forth in Appendix B of 49 CFR Part 20, as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.) – Contractors who apply for bid for an award of \$100,000 or more shall file the certification required by CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Council Bluffs (STS).

Access to Records – The following access to records requirements apply to this Agreement:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agree, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor’s failure to comply shall constitute a material breach of this Agreement.

Clean Air – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § § 7401 et seq. The

Contractor agrees to report each violation to the Purchaser, and understands and agrees that the Purchaser in turn will report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Recovered Materials – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

No Obligation by the Federal Government

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

- (1) The Contractor acknowledges that the provision of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which the work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C § 5307, the Government reserve the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract

financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

- a. Opportunity to Cure – The City of Council Bluffs (STS) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City of Council Bluffs' satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within ten (10) days after receipt by Contractor of written notice from the City setting for the nature of said breach or default, the City shall have the right to terminate the Agreement without any further obligation to the Contractor. Any such termination for default shall not preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- b. Waiver of Remedies for any Breach – In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or any other term, covenant, or condition of this Agreement.
- c. Termination for Convenience – The City of Council Bluffs, by written notice, may terminate this Agreement, in whole or in part, when it is in the City's interest. If this Agreement is terminated, the City shall be liable only for payment under the payment provisions of this Agreement for service rendered before the effective date of termination.
- d. Termination for Default – If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this Agreement or any extension or if the Contractor fails to comply with any other provisions of this Agreement, the City may terminate this Agreement for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the Agreement price for service performed in accordance with the manner of performance set forth in this Agreement. If this Agreement is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the City, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If after termination for failure to fulfill contractual obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issues for the convenience of the City.

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.940 and 29.945, are suspended or debarred.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

- 1) Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency;
- 2) Contractor has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Contractor has not had one or more public transactions (Federal, State or local) terminated for cause or default within a three-year period preceding this Agreement.

Contracts Involving Federal Privacy Act Requirements – The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government with any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974.

Among other things, the Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

Civil Rights – The following requirements apply to the Agreement:

- (1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the Agreement:
 - (a) Race, Color Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”, 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity”, as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (b) In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 29 U.S.C. § 12112, the Contractor agrees they will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act”, 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disputes – Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Council Bluffs’ STS. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the City of Council Bluffs, the Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages – Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies – Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Council Bluffs and the Contractor arising out of or in relation to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies – The duties and obligation imposed by this Agreement and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of him or her under the Agreement, nor shall any such action or failure to act constitute an approval of our acquiescence in any breach there under, except as may be specifically agreed in writing.

Transit Employee Protective Provisions

- (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - (a) **General Transit Employee Protective Requirements** – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work under this Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and

equitable to protect the interest of employees employed under this Agreement and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on this Agreement. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the Agreement involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on this Agreement, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with this Agreement in compliance with the conditions state in that U.S. DOL letter.

- (2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises

- (a) This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 3.53%. A separate contract goal has not been established for this procurement.

The successful bidder/offerer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Incorporation of Federal Transit Administration (FTA) Terms

If this Agreement does not include or fully set forth all the terms of FTA Circular 4220.1E or conflicts with Circular 4221.1E, then Circular 4220.1E shall control and the Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of any of the FTA Circular 4110.1E terms which are hereby incorporated by reference.

Drug and Alcohol Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the Iowa Department of Transportation or the City of Council Bluffs, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 1st of each contract year and to submit a copy of the submitted Management Information System (MIS) report to HIRTA by March 15 of each contract year with a copy to the Transit Coordinator for the City of Council Bluffs' STS at 209 Pearl Street, Council Bluffs, Iowa 51503. To certify compliance the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

RESOLUTION
NO 24-193

**RESOLUTION AUTHORIZING THE 28E AGREEMENT WITH
THE SOUTHWEST IOWA PLANNING COUNCIL/SOUTHWEST IOWA
TRANSIT AGENCY TO PROVIDE PARATRANSIT SERVICE UNDER
THE CITY’S SPECIAL TRANSIT SERVICE**

WHEREAS, as part of the City of Council Bluffs’ commitment to comprehensive public transit services, the City intends to provide a transportation alternative to residents who are disadvantaged in regard to transportation due to disability; and

WHEREAS, entering into a 28E agreement with another governmental transit agency meets Federal Transit Administration and Iowa Department of Transportation regulations; 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 City shall enter into the 28E Agreement with the Southwest Iowa Planning Council/ Southwest Iowa Transit Agency to provide paratransit service under the City’s Special Transit Service.

ADOPTED
AND
APPROVED

July 8, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
 Case/Project No.: PW24-21
 Submitted by: Matthew Cox, Public Works
 Director

Resolution 24-194
 ITEM 5.F.

Council Action: 7/8/2024

Description
 Resolution accepting the bid of Western Iowa Utilities (Hildreth Landscape Inc.) for the Kanesville Sanitary Sewer Extension. Project # PW24-21

Background/Discussion

On June 20, 2024 bids were received through the City bidding software Ion Wave as follows:

	Division I <u>General</u>	Division IV <u>San. Sewer</u>	<u>Total</u>
Western Iowa Utilities (Hildreth landscape Inc.) Council Bluffs, IA	\$154,636.95	\$1,155,205.30	\$1,309,842.25
Compass Utility LLC, Council Bluffs, IA	\$152,832.72	\$1,289,477.96	\$1,442,310.68
United Utilities and Excavation LLC Council Bluffs, IA	\$139,697.75	\$1,651,205.00	\$1,790,902.75
Neuvirth Construction, Inc. Blair, Nebraska	\$243,505.51	\$1,553,698.63	\$1,797,204.14
Vrana Construction, Omaha, NE	\$208,794.27	\$1,640,755.00	\$1,849,549.27
Valley Corporation, Valley Nebraska	\$287,418.64	\$1,609,808.20	\$1,897,226.84
McCarthy Trenching, LLC Avoca, IA	\$262,378.70	\$1,786,051.23	\$2,048,429.93
Judds Bros. Construction Co. Lincoln, NE	\$221,778.90	\$1,904,920.00	\$2,126,698.90
Carley Construction LLC Council Bluffs, IA	\$251,206.80	\$1,967,732.60	\$2,218,939.40
Bluffs Paving and Utility Co. Inc. Crescent, IA	\$380,603.92	\$2,178,492.49	\$2,559,096.41
Boomernag Corp. Anamosa, IA	\$272,102.00	\$2,967,010.00	\$3,239,112.00
Engineer's Opinion (HGM)	\$251,158.00	\$1,864,704.50	\$2,115,862.50

Future commercial developments near the I-80 Interchange at Kanesville Boulevard will require sanitary sewer improvements. The proposed sewer will tie into the existing sanitary sewer on the west side of the BNSF railroad tracks south of Kanesville Boulevard, and extend to the east just west of the I-80 westbound on-ramp. This will provide service to the open ground at the southwest quadrant of the I-80 Interchange.

A second phase will extend the sewer east of I-80 to serve future development to the east.

The project was included in the FY24 CIP with ARPA identified as the funding source. ARPA Revenue Loss funds have been authorized for the engineering and construction costs of the project.

The project schedule is as follows:

	Award	July 8, 2024
	Construction Start	Summer/Fall 2024

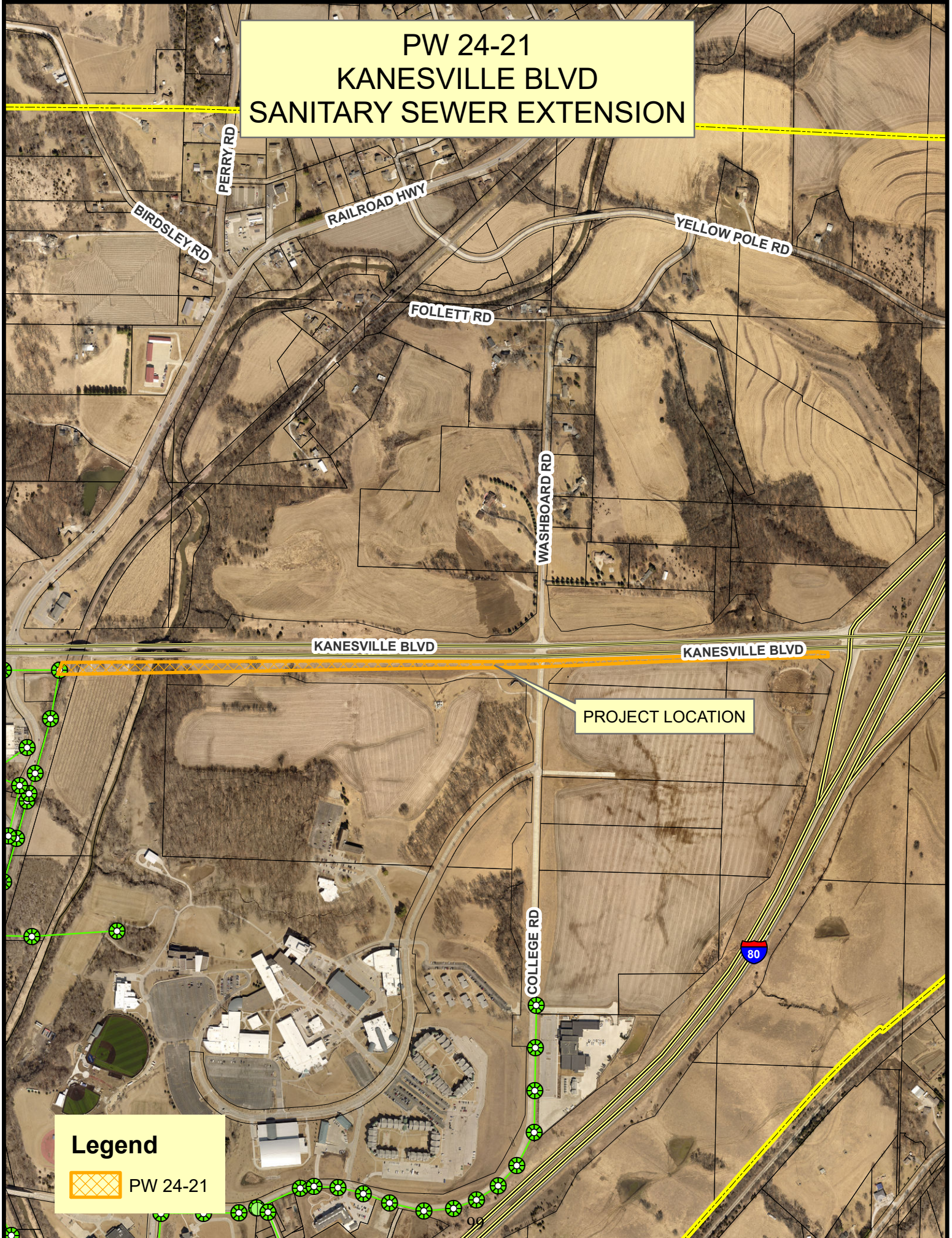
Recommendation

Approval of this resolution to accept the bid of Western Iowa Utilities (Hildreth Landscape Inc.) for the Kanesville Sanitary Sewer Extension project.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	6/28/2024
Resolution 24-194	Resolution	7/2/2024

PW 24-21
KANESVILLE BLVD
SANITARY SEWER EXTENSION



PROJECT LOCATION

Legend

 PW 24-21

RESOLUTION
NO 24-194

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
WESTERN IOWA UTILITIES (HILDRETH LANDSCAPE INC.) FOR THE
KANESVILLE SANITARY SEWER EXTENSION
PROJECT #PW24-21**

WHEREAS, the plans, specifications, and form of contract for the Kanesville Sanitary Sewer Extension are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on May 20, 2024, and the plans, specifications and form of contract were approved; and

WHEREAS, Western Iowa Utilities (Hildreth Landscape Inc.) has submitted a low bid in the amount of \$1,309,842.25 for this contract.

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

That the bid of Western Iowa Utilities (Hildreth Landscape Inc.) of \$1,309,842.25 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Kanesville Sanitary Sewer Extension; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Western Iowa Utilities (Hildreth Landscape Inc.) for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

ADOPTED
AND
APPROVED

July 8, 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 24-195
ITEM 5.G.

Council Action: 7/8/2024

Description
Resolution accepting the bid of Charles Vrana & Son Construction Company for the TSL Intermodal Container Freight Station in Council Bluffs.

Background/Discussion
On June 18, 2024 bids were received by the DOT as follows:

Charles Vrana & Son Construction Company, Omaha, NE	\$1,956,742.54
Hawkins Construction Company, Omaha, NE	\$2,071,767.02
Cedar Valley Corp., LLC, Waterloo, IA	\$2,081,165.70
Peterson Contractors Inc., Reinbeck, IA	\$2,392,636.08
Engineer’s Estimate (Renaissance Infrastructure Consulting)	\$2,003,854.30

The City of Council Bluffs and TSL Company Holdings, Ltd. applied for grant funding under the Linking Iowa’s Freight Transportation Systems (LIFTS) Program. TSL has secured \$1,536,000 in construction funding through the LIFTS Program. LIFTS requires administration of the project by a local municipality. Iowa DOT and TSL requested that the City fill that role.

A development agreement between the City of Council Bluffs and TSL was signed in November of 2021. TSL has purchased 54-acres at 116 N. 29th Street and an existing building at 2427 South Avenue and plans to relocate 38 new full-time positions to Council Bluffs from their Omaha facility. When fully operational, the economic activity generated by this project is expected to add approximately \$9.7 million to the local economy each year.

TSL plans to build an intermodal container freight station that will enhance the Iowa Interstate Railroad intermodal ramp by centralizing intermodal support operations. This project is the initial phase of construction. Future additions will be funded by TSL Company Holdings, LTD.

TSL will be responsible for any project costs above the grant amount.

The project is scheduled to start construction in August 2024.

Recommendation
Approval of the resolution to accept the bid of Charles Vrana & Son Construction Company for the TSL Intermodal Container Freight Station.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	6/28/2024
Resolution 24-195	Resolution	7/2/2024

TSL COMPANY HOLDINGS, LTD INTERMODAL CONTAINER FREIGHT STATION



RESOLUTION
NO 24-195

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
CHARLES VRANA & SON CONSTRUCTION COMPANY FOR THE
TSL INTERMODAL CONTAINER FREIGHT STATION**

- WHEREAS, the plans, specifications, and form of contract for the TSL Intermodal Container Freight Station are on file in the office of the City Clerk; and
- WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on May 20, 2024, and the plans, specifications and form of contract were approved; and
- WHEREAS, Charles Vrana & Son Construction Company has submitted a low bid in the amount of \$1,956,742.54 for this contract.

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

That the bid of Charles Vrana & Son Construction Company in the amount of \$1,956,742.54 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the TSL Intermodal Container Freight Station; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Charles Vrana & Son Construction Company for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

ADOPTED
AND
APPROVED

July 8, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 24-196
ITEM 5.H.

Council Action: 7/8/2024

Description

Resolution awarding the contract for Auditing Services for the City of Council Bluffs for the period of three fiscal years beginning with fiscal year 2024.

Background/Discussion

Due to an unexpected announcement by the current audit firm, RSM, they will be unable to perform the City's annual audit for fiscal year 2024 and meet the City's deadline. Therefore, an immediate Request for Proposal (RFP) for Professional Auditing Services was issued on May 21, 2024. The request was posted on the City's website. Additionally, several firms were directly contacted who are currently engaged by other cities within the state of Iowa.

The City received two qualified proposals. The proposals were reviewed by a designated committee consisting of employees from the City's finance team. The proposals were evaluated for technical qualifications, audit approach, customer service and price. Additionally, references were reviewed and interviews were held with each firm.

Pricing for the two firms were as follows:

Forvis Mazars, LLP fees, including assistance with the ACFR preparation, totaled \$122,250, \$130,010 and \$136,895 for fiscal years 2024, 2025 and 2026, respectively.

Clifton Larson Allen LLP fees, including assistance with the ACFR preparation, totaled \$98,400, \$104,600 and \$110,400 for fiscal years 2024, 2025 and 2026, respectively.

As a point of reference the City paid \$89,750 for audit services for fiscal year 2023 and budgeted \$90,000 and \$85,500 for fiscal years 2024 and 2025, respectively. The City plans to amend the budget for fiscal year 2025 and plan accordingly for fiscal year 2026 to account for the increase in cost, driven by the level of service to be received and inflation costs seen since 2019.

Additionally, both firms priced the services of auditing the City's component unit, which included the Council Bluffs Library Foundation and Council Bluffs Airport Authority. If these organizations choose to be part of the audit contract, the City will pay the total of those audit services and then bill those organization for the audit services provided. At this time, the Council Bluffs Airport Authority has elected to utilize a private firm selected by the Airport Authority Board.

After evaluation of the criteria listed above, the evaluation team recommends that Forvis Mazars, LLP be awarded the contract for Professional Auditing Services for the City of Council Bluffs. The engagement would begin with the audit of the upcoming financial statements for Fiscal Year 2024 and continue through Fiscal Year 2026. An option to continue for an additional three years is available.

Recommendation

Due to the tight turnaround to preform the FY2024 audit for the City of Council Bluffs, city staff is recommending approving the award to Forvis Mazars, LLP.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-196	Resolution	7/2/2024

RESOLUTION NO. 24-196

A RESOLUTION APPROVING PROFESSIONAL AUDITING SERVICES FOR THE CITY OF COUNCIL BLUFFS.

WHEREAS, the City of Council Bluffs issued a Request for Proposals for Professional Auditing Services on May 21, 2024; and

WHEREAS, the City of Council Bluffs received proposals from two auditing firms; and

WHEREAS, the proposals were evaluated by a committee using objective and subjective scoring criteria, reference responses were reviewed and interviews were conducted; and

WHEREAS, it is in the best interest of the City to award the contract for auditing services to Forvis Mazars, LLP.

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

Forvis Mazars, LLP is hereby awarded the contract for Auditing Services for the City of Council Bluffs for the period of three fiscal years beginning with fiscal year 2024.

ADOPTED
AND
APPROVED

July 8, 2024

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKEBUSH

City Clerk

Council Communication

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

Liquor Licenses
ITEM 6.A.

Council Action: 7/8/2024

Description

1. Puerto Vallarta Mexican Restaurant, 3312 W Broadway
2. Pilot #329, 2647 S 24th St – Renewal
3. The Olive Garden Italian Restaurant #1856, 3707 Denmark Dr.
4. StreetSide Lounge, 319 N 16th St.
5. Sugar’s Restaurant & Lounge, 2725 East Kanesville
6. Wal-Mart, 3200 Manawa Dr.

Background/Discussion

See attached for calls for service.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Liquor Licenses	Other	7/2/2024

CBPD ALCOHOL PERMIT RENEWAL REVIEW

	ESTABLISHMENT	ADDRESS	OWNER	RENEWAL DATE
1.				
2.				
3.				
4.				
5.				
6.				
7.				

	CITATIONS	CFS*	NEXUS*	GREEN*	YELLOW*	RED*	
1.							*CFS - Calls in the area, establishment mentioned
2.							*Nexus - Calls originated at establishment
3.							
4.							
5.							*Green - No issues
6.							*Yellow - Minor issues
7.							*Red - Major issues

COMMENTS

*Additional information relating to the CFS can be made available upon request

SIGNATURE _____

Pilot Travel Center #329- LG0000865

Premise Street : 2647 South 24th Street

Application Number : App-203903

Class B Retail Alcohol License

> Application Type Renewal	Tentative Effective Date 2024-08-30	Tentative Expiration Date 2025-08-29	Application Status  Submitted to Local Authority
--------------------------------------	--	---	--

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>AF</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>BS</u>	Issued _____	
ZONING <u>CB</u>	Expires _____	
	Council <u>7-8-24</u>	

Puerto Vallarta Mexican Restaurant- LC0045565

Premise Street : 3312 W Broadway

Application Number : App-204278

Class C Retail Alcohol License

> Application Type Renewal	Tentative Effective Date 2024-07-02	Tentative Expiration Date 2025-07-01	Application Status  Submitted to Local Authority
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<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>z</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>BJ</u>	Issued _____	
ZONING <u>Ca</u>	Expires _____	
	Council <u>7-8-24</u>	

StreetSide Lounge- LC0042687

Premise Street : 319 N 16th Street

Class C Retail Alcohol License

Application Number : App-202543

> Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status 
Renewal	2024-06-30	2025-06-29	Submitted to Local Authority

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>AK</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>ES</u>	Issued _____	
ZONING <u>CS</u>	Expires _____	
	Council <u>7-8-24</u>	

Sugar's Restaurant & Lounge- LC0047339

Premise Street : 2725 East Kanesville Boulevard

Application Number : App-200525

Class C Retail Alcohol License

> Application Type Renewal	Tentative Effective Date 2024-07-15	Tentative Expiration Date 2025-07-14	Application Status  Submitted to Local Authority
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<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>AP</u>	Local Amt _____	
FIRE <u>AP</u>	Endorsed _____	
BUILDING <u>AS</u>	Issued _____	
ZONING <u>AS</u>	Expires _____	
	Council <u>7-8-24</u>	

The Olive Garden Italian Restaurant #1856- LC0037943

Premise Street : 3707 Denmark Drive

Application Number : App-203991

Class C Retail Alcohol License

>	Application Type Renewal	Tentative Effective Date 2024-09-01	Tentative Expiration Date 2025-08-31	Application Status  Pending Dramshop Review
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<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u> </u>	Local Amt <u> </u>	
FIRE <u> </u> <i>AF</i>	Endorsed <u> </u>	
BUILDING <u> </u> <i>B</i>	Issued <u> </u>	
ZONING <u> </u> <i>CA</i>	Expires <u> </u>	
	Council <u>7-8-24</u>	

Wal-Mart Supercenter #1965- LE0000981

Premise Street : 3200 Manawa Dr

Application Number : App-204053

Class E Retail Alcohol License

> Application Type Renewal	Tentative Effective Date 2024-09-01	Tentative Expiration Date 2025-08-31	Application Status Submitted to Local Authority
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<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>[Signature]</u>	Issued _____	
ZONING <u>[Signature]</u>	Expires _____	
	Council <u>7-8-24</u>	

Council Communication

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

Cigarette/Tobacco/Nicotine/Vapor Permit
Renewal (11)
ITEM 6.B.

Council Action: 7/8/2024

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Tobacco Permit Renewals	Other	7/2/2024

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): California Union LLC DBA 7 Days Mart

Iowa sales and use tax account number: 178024475

Retail address: 501 South 21 st City: Council Bluffs State: IA ZIP: 51501

Mailing address: same City: _____ State: _____ ZIP: _____

Phone: 619-787-7202

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: California Union LLC

Primary office address: 501 South 21 st City: Council Bluffs State: IA ZIP: 51501

Phone: 619-787-7202 Fax: _____ Email: abebe99@yahoo.com

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions) Mobile sales (see instructions) VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Other (provide description) _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Shumet Abebe Title: owner

Address: 501 S. 21 st

City: Council Bluffs State: IA ZIP: 50501

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Shumet Abebe

Printed name: _____

Signature: [Signature]

Signature: _____

Date: 06/18/2024

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the city/county: 1234903
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/ 2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): Caddy Shack
Iowa sales and use tax account number: 1-78-017356
Retail address: 1426 4th Ave City: Co Bluffs State: IA ZIP: 51501
Mailing address: 5005 Providence Rd City: Co. Bluffs State: IA ZIP: 51503
Phone: 402-210-6500

Legal Ownership Information:

Type of ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [x] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP: Caddy Shack Inc.
Primary office address: 5005 Providence Rd City: Co Bluffs State: IA ZIP: 51503
Phone: 402-210-6500 Fax: Email: robinmf17@yahoo.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine [] Vending machine that assembles cigarettes [] Delivery sales of alternative nicotine/vapor products (see instructions) [] Mobile sales (see instructions) [] VIN: License plate number:
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [] Alternative nicotine products [] Vapor products []

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store [] Bar [x] Convenience store/gas station [] Drug store [] Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store [] Other (provide description) []

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Robin Helm Title: Owner
Address: 5005 Providence Rd
City: Co. Bluffs State: IA ZIP: 51503
Name: Title:
Address:
City: State: ZIP:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Robin Helm

Printed name: _____

Signature: R Helm

Signature: _____

Date: 6-12-24

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the city/county: 1235065
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/ 2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): Do's Express

Iowa sales and use tax account number: 1-78-025669

Retail address: 1220 N. 25th St. City: Co. Bluffs State: Ia ZIP: 51521

Mailing address: 2924 N. Broadway City: Co. Bluffs State: Ia ZIP: 51503

Phone: 712-322-2170

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: Trace Enterprises Inc.

Primary office address: 17709 Dookey Dr. City: Co. Bluffs State: Ia ZIP: 51523

Phone: 402 659 2973 Fax: _____ Email: ddoebelin@cox.net

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions)

Mobile sales (see instructions) VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Other (provide description) _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

alcohol

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Donald W. Doebelin Jr. Title: President

Address: 17709 Dookey Dr.

City: Co. Bluffs State: Ia ZIP: 51523

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Donald W. Jacobson, Jr.

Printed name: _____

Signature: [Handwritten Signature]

Signature: _____

Date: 6-14-24

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 100.00
- Fill in the date the permit was approved by the council or board: 7-8-2024
- Fill in the permit number issued by the city/county: 1235002
- Fill in the name of the City or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): DAS Xpress
Iowa sales and use tax account number: 1-78-025669
Retail address: 2924 N. Broadway City: Council Bluffs State: IA ZIP: 51503
Mailing address: Same City: _____ State: _____ ZIP: _____
Phone: 712-322-4403

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Trace Enterprises Inc
Primary office address: 17709 Dooley Dr City: C. Bluffs State: IA ZIP: 51503
Phone: 402-659-2973 Fax: _____ Email: ddoebelin@cox.net

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions)
Mobile sales (see instructions) VIN: _____ License plate number: _____
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Other (provide description) _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Alcohol

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Donald W. Doebelin Jr. Title: President
Address: 17709 Dooley Drive
City: Council Bluffs State: IA ZIP: 51503
Name: _____ Title: _____
Address: _____
City: _____ State: _____ ZIP: _____

Name: _____ Title: _____
 Address: _____
 City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: <u>Donald W. Doehlein Jr.</u>	Printed name: _____
Signature: <u><i>Donald W. Doehlein Jr.</i></u>	Signature: _____
Date: <u>6-14-24</u>	Date: _____
Printed name: _____	
Signature: _____	
Date: _____	

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the city/county: 1235063
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/ 25

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): J+S Express
Iowa sales and use tax account number: 1-78-025669
Retail address: 4640 S. Expressway City: Co Bluffs State: Ia ZIP: 51501
Mailing address: 2924 N. Broadway City: Co. Bluffs State: Ia ZIP: 51503
Phone: 712-366-1132

Legal Ownership Information:

Type of ownership: Sole Proprietor [] Partnership [] Corporation [x] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP: Trace Enterprises Inc
Primary office address: 17709 Dooley Dr. City: Co Bluffs State: Ia ZIP: 51503
Phone: 402-659-2973 Fax: Email: ddoebelin@cox.net

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine [] Vending machine that assembles cigarettes [] Delivery sales of alternative nicotine/vapor products (see instructions) [] Mobile sales (see instructions) [] VIN: License plate number:
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [x] Alternative nicotine products [x] Vapor products []

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [x] Drug store [] Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store [] Other (provide description) []

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

alcohol

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Donald W. Yoebelin Jr Title: president
Address: 17709 Dooley Dr.
City: Co. Bluffs State: Ia ZIP: 51503
Name: Title:
Address:
City: State: ZIP:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Donald W Doebelin Jr

Printed name: _____

Signature: [Handwritten Signature]

Signature: _____

Date: 6-14-24

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the (C) city/county: 1235004
- Fill in the name of the (C) city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): Alohma, LLC / Kure CBD & Vape - Lake Manawa

Iowa sales and use tax account number: 1-78-026652

Retail address: 3134 Manawa Center Dr. 30-C City: Council Bluffs State: IA ZIP: 51501

Mailing address: 130 Oak Park Drive STE B City: Mooreville State: NC ZIP: 28115

Phone: 910-863-1522

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: AMV Holdings, LLC

Primary office address: 130 Oak Park Drive STE B City: Mooreville State: NC ZIP: 28115

Phone: 910-863-1522 Fax: _____ Email: compliance@amvholdings.com

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions) Mobile sales (see instructions) VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Other (provide description) _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Sameh J. Salaymeh Title: President & CEO

Address: 130 Oak Park Drive STE B

City: Mooreville State: NC ZIP: 28115

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Sameh J. Salaymeh

Printed name: _____

Signature: Sameh Salaymeh
Sameh Salaymeh (Jun 13, 2024 14:19 EDT)

Signature: _____

Date: 13/06/24

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the city/county: 1235594
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Suppliers:

Vapor Beast

LA Vapor

E-Liquid Brands

Additional instructions are on the final page.

For period (MM/DD/YYYY) ____ / ____ / ____ through 06/30/____

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): Alohma, LLC / Kure CBD & Vape - Council Bluffs

Iowa sales and use tax account number: 1-78-026333

Retail address: 285 West Broadway City: Council Bluffs State: IA ZIP: 51503

Mailing address: 130 Oak Park Drive STE B City: Mooreville State: NC ZIP: 28115

Phone: 910-863-1522

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: AMV Holdings, LLC

Primary office address: 130 Oak Park Drive STE B City: Mooreville State: NC ZIP: 28115

Phone: 910-863-1522 Fax: _____ Email: compliance@amvholdings.com

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions) Mobile sales (see instructions) VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Other (provide description) _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Sameh J. Salaymeh Title: President & CEO

Address: 130 Oak Park Drive STE B

City: Mooreville State: NC ZIP: 28115

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Sameh J. Salaymeh

Printed name: _____

Signature: Sameh Salaymeh
Sameh Salaymeh (Jun 13, 2024 14:20 EDT)

Signature: _____

Date: 13/06/24

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the city/county: 1235595
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Suppliers:

Vapor Beast

LA Vapor

E-Liquid Brands

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07/01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): TFL Inc, DBA Mega Saver

Iowa sales and use tax account number: 301509028

Retail address: 1749 W Broadway City: Council Bluffs State: IA ZIP: 51501

Mailing address: 202 S 73rd Str City: Omaha State: NE ZIP: 68114

Phone: 712-323-7765

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: TFL Inc

Primary office address: 202 S 73 Street City: Omaha State: NE ZIP: 68114

Phone: 402-399-5377 Fax: _____ Email: lola@tflcorp.net

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions) Mobile sales (see instructions) VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Other (provide description) _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Abdurashid Samiev Title: President

Address: 202 S 73rd Street

City: Omaha State: NE ZIP: 68114

Name: Kamol Samiev Title: VP

Address: 202 S 73rd Street

City: Omaha State: NE ZIP: 68114

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Kamol Samiev

Printed name: _____

Signature: [Handwritten Signature]

Signature: _____

Date: 06.17.2024

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the (C)city/county: 1235603
- Fill in the name of the (C)city or county issuing the permit: Council BuAs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07/01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): TFGA LLC, DBA Mega Saver

Iowa sales and use tax account number: 178027205

Retail address: 3607 9th Ave City: Council Bluffs State: IA ZIP: 51501

Mailing address: 202 S 73rd Str City: Omaha State: NE ZIP: 68114

Phone: 712-796-3494

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: TFGA LLC

Primary office address: 202 S 73 Street City: Omaha State: NE ZIP: 68114

Phone: 402-399-5377 Fax: Email: lola@tflcorp.net

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions) Mobile sales (see instructions) VIN: License plate number:

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Other (provide description)

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Abdurashid Samiev Title: President

Address: 202 S 73rd Street

City: Omaha State: NE ZIP: 68114

Name: Kamol Samiev Title: VP

Address: 202 S 73rd Street

City: Omaha State: NE ZIP: 68114

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: Abdugaffor Gafurov Title: Supervisor
Address: 202 S 73 Street
City: Omaha State: NE ZIP: 68114

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Kamol Samiev Printed name: _____
Signature: *Kamol Samiev* Signature: _____
Date: 06.17.2024 Date: _____
Printed name: _____
Signature: _____
Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the city/county: 1235598
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 07/01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): TFL Inc, DBA Mega Saver

Iowa sales and use tax account number: 178025865

Retail address: 3540 W Broadway City: Council Bluffs State: IA ZIP: 51501

Mailing address: 202 S 73rd Str City: Omaha State: NE ZIP: 68114

Phone: 712-256-2126

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: TFL Inc

Primary office address: 202 S 73 Street City: Omaha State: NE ZIP: 68114

Phone: 402-399-5377 Fax: Email: lola@tflcorp.net

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions)

Mobile sales (see instructions) VIN: License plate number:

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store

Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Other (provide description)

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Abdurashid Samiev Title: President

Address: 202 S 73rd Street

City: Omaha State: NE ZIP: 68114

Name: Kamol Samiev Title: VP

Address: 202 S 73rd Street

City: Omaha State: NE ZIP: 68114

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Kamol Samiev

Printed name: _____

Signature: [Handwritten Signature]

Signature: _____

Date: 06.17.2024

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the city/county: 1235596
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) 7 / 1 / 2024 through 06/30/ 2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Sapp Bros Inc

Legal name/Doing business as (DBA): _____

Iowa sales and use tax account number: 47-0720019

Retail address: 2608 S. 24th St. City: Council Bluffs State: IA ZIP: 51501

Mailing address: 2608 S. 24th St. City: Council Bluffs State: IA ZIP: 51501

Phone: 531-283-1912

Legal Ownership Information:

Type of ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP: SAPP BROS INC

Primary office address: 2608 S. 24th St. City: Council Bluffs State: IA ZIP: 51501

Phone: 712-322-3000 Fax: N/A Email: chanks@sappbros.net

Retail Information:

Types of Sales: Over-the-counter Vending machine Vending machine that assembles cigarettes Delivery sales of alternative nicotine/vapor products (see instructions)

Mobile sales (see instructions) VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative nicotine products Vapor products

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Other (provide description) _____

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

1129972

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Tyler Marsh Title: CFO

Address: 9915 S. 148th Omaha, NE 68138

City: Andrew Richards State: _____ ZIP: _____

Name: _____ Title: CEO

Address: 9915 S. 148th St

City: Omaha State: NE ZIP: 68138

Name: China Hanks Title: GM
 Address: 2608 S. 24th
 City: Council Bluffs State: IA ZIP: 51501

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: <u>China Hanks</u>	Printed name: _____
Signature: <u>China Hanks</u>	Signature: _____
Date: <u>6/24/24</u>	Date: _____
Printed name: _____	
Signature: _____	
Date: _____	

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the city/county: 1235127
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Additional instructions are on the final page.

For period (MM/DD/YYYY) July / 1 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): TAO operating LLC dba Travel Centers of America

Iowa sales and use tax account number:

Retail address: 3210 South Seven Street City: Council Bluffs State: IA ZIP: 51501

Mailing address: 255 Washington Street City: Newton State: MA ZIP: 02458

Phone: 617-750-8387

Legal Ownership Information:

Type of ownership: Sole Proprietor [] Partnership [] Corporation [] LLC [x] LLP []

Name of sole proprietor, partnership, corporation, LLC, or LLP: TAO operating LLC

Primary office address: 255 Washington Street City: Newton State: MA ZIP: 02458

Phone: 617-750-8387 Fax: Email: egamboc@ta-petro.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine [] Vending machine that assembles cigarettes [] Delivery sales of alternative nicotine/vapor products (see instructions) [] Mobile sales (see instructions) [] VIN: License plate number:

Types of Products Sold: (Check all that apply) Cigarettes [x] Tobacco [x] Alternative nicotine products [x] Vapor products [x]

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [x] Drug store [] Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store [] Other (provide description) []

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s):

Include with this application a list of your suppliers and customers on a separate sheet.

Identify partners or corporate officers if the business is not a sole proprietorship.

Name: Title:

Address:

City: State: ZIP:

Name: Title:

Address:

City: State: ZIP:

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: _____ Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Mark R. Young
EVP & General Counsel
TA Operating LLC

Printed name: _____

Signature: 

Signature: _____

Date: 6-17-2024

Date: _____

Printed name: _____

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 100.00
- Fill in the date the permit was approved by the council or board: 7-8-24
- Fill in the permit number issued by the city/county: 1934846
- Fill in the name of the city or county issuing the permit: Council Bluffs
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

**TA Operating LLC
Executive Officers & Directors**

Name	Title	Address			
Boffa, Deborah C.	Chief Executive Officer	24601 Center Ridge Road, Westlake, OH 44145			
Franks, Gregory A.	President & Chairman, Director	24601 Center Ridge Road, Westlake, OH 44145			
Rajalingam, Babu V.	Vice President & CFO	24601 Center Ridge Road, Westlake, OH 44145			
Young, Mark R.	Executive Vice President and General Counsel	255 Washington Street, Newton, MA 02458			
King, Dennis E.	Director	24601 Center Ridge Road, Westlake, OH 44145			
Alvarado, Jason E.	Secretary	501 Westlake Park Boulevard, Houston, TX 77079			
Castillo Cheng, Mayrena M.	Director	30 South Wacker Drive, Chicago, IL 60606			
Tomoff, Brett J.	Vice President & Treasurer	24601 Center Ridge Road, Westlake, OH 44145			