

**Executive Session**



**City Council Meeting Minutes  
May 5, 2025**

**CALL TO ORDER**

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

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

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

**CONSENT AGENDA**

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

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

**Resolution 25-119**

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

**Resolution 25-120**

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

**Resolution 25-121**

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

**Resolution 25-122**

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

#### Claims

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

### **MAYORS PROCLAMATIONS**

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

Proclamations received at study session.

### **PUBLIC HEARINGS**

#### Ordinance 6645

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

#### Heard From:

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

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

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

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

#### Resolution 25-123

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

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

#### Resolution 25-124



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

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

## **ORDINANCES ON 1ST READING**

### **Ordinance 6647**

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

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

### **Ordinance 6648**

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

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

## **ORDINANCES ON 2ND READING**

### **Ordinance 6646**

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

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

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

## **RESOLUTIONS**

### **Resolution 25-125**

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

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

Resolution 25-126

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

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

Resolution 25-127

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

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

Resolution 25-128

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

Item removed from agenda with Consent agenda motion.

Resolution 25-129

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

Heard from:

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

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

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

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

## **APPLICATIONS FOR PERMITS AND CANCELLATIONS**

#### Liquor Licenses

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

#### Special Event Application

Celebrate CB Parade

#### Noise Variance

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

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

### **OTHER BUSINESS**

### **CITIZENS REQUEST TO BE HEARD**

### **ADJOURNMENT**

Mayor Walsh adjourned the meeting at 10:22 p.m.

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

Matthew J. Walsh, Mayor

Attest: 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: 5/5/2025

<b>Description</b>
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<b>Background/Discussion</b>
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<b>Recommendation</b>
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## Council Communication

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

Reading, correction and approval of the April  
21, 2025 regular City Council meeting minutes.  
ITEM 3.B.

Council Action: 5/5/2025

<b>Description</b>
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<b>Background/Discussion</b>
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<b>Recommendation</b>
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### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">4-21-25 Minutes</a>	Minutes	4/28/2025



## **City Council Meeting Minutes April 21, 2025**

### **CALL TO ORDER**

Mayor Walsh called the meeting to order at 7:00 p.m. on Monday April 21, 2025.

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

Council Member present via Zoom: Jill Shudak.

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

### **CONSENT AGENDA**

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

Reading, correction and approval of the March 24, 2025 Special City Council meeting minutes, March 24, 2025 and April 7, 2025 regular City Council meeting minutes and April 9, 2025 Special City Council Meeting Minutes.

Ordinance 6645

Ordinance to amend the zoning map as adopted by reference in Section 15.27.020, and setting a public hearing for May 5, 2025 at 7:00 p.m., by appending a PR-2/Planned Residential Overlay on property legally described as the west 110 feet of Lot 1, Block 5, Park Addition, as defined in Chapter 15.28. Location: 1003 High Street. PR-25-001

Resolution 25-107

Resolution setting a public hearing for 7:00 p.m. on May 5, 2025 for the Southwest Pump Station Trash Rack Rehab. Project #PW25-17

Resolution 25-108

Resolution accepting the bid of Bluffs Paving & Utility Co. Inc. for the Avenue B Reconstruction, Phase I. Project # PW25-13

Resolutions 25-109 and 25-110

Resolution 25-109 approving request for proposals for approximately 8.5 acres of land south of Hwy 275 and between E. Manawa Drive and the Council Bluffs Country Club. And;

Resolution 25-110 approving minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the urban renewal area; and soliciting proposals in accordance with the request for proposals and setting a public hearing for July 14, 2025 at 7:00 p.m. as the date of public hearing on the intent to accept the selected development proposal submitted.

February 2025 Financial Reports, Zoning Board of Adjustment 2024 Annual Report (R&F), Planning Commission 2024 Annual Report (R&F), Boards/Commissions, Right of Redemption and Claims

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

## **PUBLIC HEARINGS**

Resolution 25-111

Resolution approving the plans and specifications in connection with the Kenmore Avenue Sanitary Sewer Reconstruction. Project # PW25-24

Roger Sandau and Chris Peterson moved and seconded approval of Resolution 25-111. Unanimous, 5-0 vote.

Resolution 25-112

Resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and Cornerstone CB Power Drive Partners LP.

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 25-112. Unanimous, 5-0 vote.

Resolution 25-113

Resolution authorizing the City to apply for FY2026 State Transit Assistance through the Iowa Department of Transportation.

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 25-113. Unanimous, 5-0 vote.

## **ORDINANCES ON 1ST READING**

Ordinance 6646

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

Steve Gorman and Chris Peterson moved and seconded approval of first consideration of Ordinance 6646. Second Consideration to be held Monday May 5, 2025 at 7:00 p.m. Unanimous, 5-0 vote.

## **ORDINANCES ON 2ND READING**

### **Ordinance 6644**

Ordinance providing that general property taxes levied and collected each year on all property located within the Kaneshville Urban Renewal Area, in City of Council Bluffs, County of Pottawattamie State of Iowa, by and for the benefit of the State of Iowa, City of Council Bluffs, County of Pottawattamie, Council Bluffs Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Kaneshville Urban Renewal Area (the Kaneshville Urban Renewal Plan.) URN-25-002

Roger Sandau and Joe Disalvo moved and seconded approval of second consideration of Ordinance 6644. Unanimous, 5-0 vote.

Roger Sandau and Chris Peterson moved and seconded approval of Motion to waive third consideration of Ordinance 6644. Ordinance passes to law. Unanimous, 5-0 vote.

## **RESOLUTIONS**

### **Resolution 25-114**

Resolution to approve a change order in the amount of \$38,163.00 since it exceeds the approval threshold of a Director.

Chris Peterson and Steve Gorman moved and seconded approval of Resolution 25-114. Voice Vote, 4-1 vote. (Nays: Sandau)

### **Resolution 25-115**

Resolution adopting a site-specific development plan for a 'financial service' (Midland Credit Union) on property legally described as Lot 7, except the southeast corner thereof dedicated for right-of-way, and Lot 8, all in Block 20, Bayliss and Palmer's Addition. Location: 1900 West Broadway. MIS-25-001

Steve Gorman and Chris Peterson moved and seconded approval of Resolution 25-115. Unanimous, 5-0 vote.

### **Resolution 25-116**

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

Roger Sandau and Steve Gorman moved and seconded approval of Resolution 25-116. Unanimous, 5-0 vote.



Resolution 25-117

Resolution authorizing the Mayor to execute Iowa Department of Transportation Cooperative Agreement No. 2023-16-081 in connection with the Intelligent Transportation System (ITS).

Steve Gorman and Roger Sandau moved and seconded approval of Resolution 25-117. Unanimous, 5-0 vote.

Resolution 25-118

Resolution to adopt the current Schedule of Fees for 2025, Version 2, dated April 21, 2025.

Jill Shudak and Roger Sandau moved and seconded approval of Resolution 25-118. Unanimous, 5-0 vote.

**APPLICATIONS FOR PERMITS AND CANCELLATIONS**

Liquor Licenses

1. 1892 German Beer Haus, 142 West Broadway
2. Buffalo Wild Wings, 3701 Metro Drive
3. Dusty's Lounge, 1501 Avenue A
4. Godfather's Pizza, 3020 West Broadway
5. J&B's Lounge, 16 South 19th Street
6. Kikkers, 1503 Avenue C
7. T'z, 128 West Broadway

Roger Sandau and Joe Disalvo moved and seconded approval of Applications for permits and cancellations, Item 8A 1-7. Unanimous, 5-0 vote.

**OTHER BUSINESS**

**CITIZENS REQUEST TO BE HEARD**

Heard from Gabby Dowdy, 1003 High Street

**ADJOURNMENT**

Mayor Walsh adjourned the meeting at 7:07 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: Public Works Admin  
Case/Project No.: PW24-17  
Submitted by: Matthew Cox, Public Works  
Director

Resolution 25-119  
ITEM 3.C.

Council Action: 5/5/2025

### Description

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

### Background/Discussion

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

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

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

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

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

The project schedule is as follows:	Set Public Hearing	May 5, 2025
	Hold Public Hearing	May 19, 2025
	Bid Letting	June 24, 2025
	Award	July 14, 2025
	Construction Start	August 2025

### Recommendation

Approval of this resolution to set the Public Hearing.

### ATTACHMENTS:

Description	Type	Upload Date
<a href="#">Notice of Public Hearing</a>	Notice	4/23/2025
<a href="#">Resolution 25-119</a>	Resolution	4/30/2025

Notice of Public Hearing  
on the  
Plans, Specifications, Form of Contract and Cost Estimate  
for the  
6th Avenue Pump Station Odor Control  
Project #PW24-17

A public hearing will be held on May 19, 2025, at 7:00 p.m. in the council chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract and cost estimate for the 6th Avenue Pump Station Odor Control project. The project will include demolition, and furnishing and installing an air scrubber with associated controls and electrical modifications. At said hearing, any interested person may appear and file objections to such plans and specifications.

By Order of the City Council  
of the  
City of Council Bluffs, Iowa  
Jodi Quakenbush, City Clerk

**RESOLUTION**  
**NO 25-119**

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE  
AND SETTING A PUBLIC HEARING ON THE  
PLANS, SPECIFICATIONS, FORM OF CONTRACT  
AND COST ESTIMATE FOR THE  
6<sup>TH</sup> AVENUE PUMP STATION ODOR CONTROL  
PROJECT #PW24-17**

WHEREAS, the City wishes to make improvements known as the  
6<sup>th</sup> Avenue Pump Station Odor Control within the  
City, as therein described; and

WHEREAS, the plans, specifications, form of contract and cost  
estimate are on file in the office of the city clerk.

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

That the City Clerk is hereby ordered to set a public hearing on the plans, specifications, form of  
contract and cost estimate for the 6<sup>th</sup> Avenue Pump Station Odor Control project.

AND BE IT FURTHER RESOLVED

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

ADOPTED  
AND  
APPROVED

May 5, 2025

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

ATTEST:

\_\_\_\_\_  
Amanda Kopera, Deputy City Clerk

## Council Communication

Department: Community Development  
Case/Project No.: URV-25-005  
Submitted by: Marianne Collins, Housing &  
Economic Development Planner

Resolution 25-120  
ITEM 3.D.

Council Action: 5/5/2025

<b>Description</b>
Resolution of necessity and intent and setting a public hearing for June 9, 2025 at 7:00 p.m. to amend the Amended and Restated Consolidated Urban Revitalization Plan – Amendment 2 and subareas for the City of Council Bluffs. URV-25-005
<b>Background/Discussion</b>
See attached staff report.
<b>Recommendation</b>

### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Staff Report</a>	Staff Report	4/25/2025
<a href="#">Attachment A – Draft of the Amended and Restated Consolidated Urban Revitalization Plan</a>	Other	4/25/2025
<a href="#">Attachment B – Boundary Map for Kanesville Subarea</a>	Map	4/25/2025
<a href="#">Attachment C – Boundary Map for Valley View South Subarea</a>	Map	4/25/2025
<a href="#">Notice of Public Hearing</a>	Notice	4/25/2025
<a href="#">Resolution 25-120</a>	Resolution	4/30/2025

## Council Communication

<p>Department: Community Development</p> <p>Case No.: URV-25-005</p> <p>Submitted by: Housing &amp; Economic Development</p>	<p>Resolution No.: 25-</p>	<p>Resolution of Intent: 05/05/25</p> <p>Planning Commission: 05/13/25</p> <p>Public Hearing &amp; First Reading: 06/09/25</p> <p>Second Reading: 06/23/2025</p> <p>Third Reading: Request to Waive</p>
<b>Subject/Title</b>		
<p>Request: Amendment to add two additional subareas, Kanesville Subarea and Valley View South Subarea to the Amended and Restated Consolidated Urban Revitalization Plan.</p>		
<b>Background/Discussion</b>		
<p><u>Background</u></p> <p>Chapter 404 of the Iowa Code authorizes a City to designate an area as an urban revitalization area. Improvements to qualified real estate within designated areas may then be eligible to receive a total or partial exemption from property taxes for a specified number of years. The exemptions are intended to stimulate private investment by reducing the tax increase that would normally result from making improvements to real estate property.</p> <p>Urban revitalization tax abatement incentives can apply to residential, commercial and industrial development. Both new construction on vacant or unimproved land and rehabilitation of existing structures are eligible for tax abatement.</p> <p>Staff has prepared an Amended and Restated Consolidated Urban Revitalization Plan-Amendment 2, including Kanesville Subarea and Valley View South Subarea, in accordance with Chapter 404 of the Iowa Code and has scheduled the matter for City Council consideration.</p> <p><u>Discussion</u></p> <p>City Council approved the Consolidated Urban Revitalization Plan April 22, 2024 with Ordinance 6603. The Consolidated Plan includes the 17 current Urban Revitalization Area Plans. City Council approved the Amended and Restated Consolidated Urban Revitalization Plan-Amendment #1 October 21, 2024 with Ordinance 6614. The Amendment added the 1<sup>st</sup> Avenue &amp; 17<sup>th</sup> Street Subarea and extended the period of abatement for new construction multi-family housing developments. Community Development is proposing adding two additional Subareas.</p> <p>Two updates are included in the Amended and Restated Consolidated Urban Revitalization Plan - Amendment 2:</p> <ol style="list-style-type: none"> <li>1. Additional Area Added: The City is working with a developer that has plans of adding housing that would be available for rent to low and moderate income households. It is located east of interstate 80 and north of highway 6. The area is comprised of 57.43 acres, more or less, of land. If the Kanesville Subarea is approved, the project as proposed could be eligible for full exemption for 3 years or a sliding scale for 10 years from taxation.</li> <li>2. Additional Area Added: The City is working with a developer that has plans of adding a commercial building. It is located east of Valley View Drive and west of interstate 80 between Franklin Avenue and McPherson Ave. The area is comprised of 2.73 acres, more or less, of land. If the Valley view South Subarea is approved, the project as proposed could be eligible for full exemption for 3 years or a sliding scale for 10 years from taxation.</li> </ol>		

## Council Communication

Although Chapter 404 of the Iowa Code does not specifically require review by the City Planning Commission, staff believes that such review is appropriate.

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

- The proposed Kanesville Subarea and the Valley View South subarea furthers the goals of the City's Comprehensive Plan.
- The Kanesville Subarea and Valley View South Subarea are areas appropriate for urban revitalization designation as specified in Iowa Code Section 404.1.4, which discusses an area which is appropriate as an economic development area as defined in section 403.17. Provides that "economic development area" means an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises or housing and residential development for low and moderate income families, including single or multi-family housing.

### **Recommendation**

The Community Development Department recommends approval to add additional area, Kanesville Subarea and Valley View South Subarea to the Amended and Restated Consolidated Urban Revitalization Plan.

### **Attachments**

Attachment A – Draft of the Amended and Restated Consolidated Urban Revitalization Plan

Attachment B – Boundary Map for Kanesville Subarea

Attachment C – Boundary Map for Valley View South Subarea

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

AMENDMENT NO. 2  
TO THE  
AMENDED AND RESTATED  
CONSOLIDATED URBAN REVITALIZATION PLAN  
FOR THE  
CITY OF COUNCIL BLUFFS, IOWA

INTRODUCTION

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

In October 2024, the City Council of the City of Council Bluffs, Iowa (the “City”) adopted the Amended and Restated Consolidated Urban Revitalization Plan (the “Amended and Restated Plan” or “Plan”) Amendment No. 1 to add the 1<sup>st</sup> Avenue and 17<sup>th</sup> Street area to the previously adopted Amended and Restated Consolidated Urban Revitalization Plan. The various revitalization areas that now comprise the subareas of the Revitalization Area, and their corresponding original designating ordinances, are:

- 1<sup>st</sup> Avenue Urban Revitalization Area – Ordinance No. 6177
- 5<sup>th</sup> and West Broadway Urban Revitalization Area – Ordinance No. 6411
- 14<sup>th</sup> Avenue Urban Revitalization Area – Ordinance No. 6412
- 16<sup>th</sup> Avenue Urban Revitalization Area – Ordinance No. 6479
- 21<sup>st</sup> Avenue Urban Revitalization Area – Ordinance No. 6495
- American Games Urban Revitalization Area – Ordinance No. 6476
- Black Squirrel Flats Urban Revitalization Area – Ordinance No. 6532
- Bluffs Northway Urban Revitalization Area – Ordinance No. 6281
- College Road Urban Revitalization Area – Ordinance No. 6310
- Council Pointe Road Urban Revitalization Area – Ordinance No. 6326
- Mid-America Urban Revitalization Area – Ordinance No. 6469
- River Road Urban Revitalization Area – Ordinance No. 6464
- South Pointe Urban Revitalization Area – Ordinance No. 6375
- Valley View Urban Revitalization Area – Ordinance No. 6289
- Veterans Memorial Highway Urban Revitalization Area – Ordinance No. 6409
- Whispering Oaks Urban Revitalization Area – Ordinance No. 6533
- South Expressway Subarea, designated in connection with adoption of the Amended and Restated Plan – Ordinance No. 6603
- 1<sup>st</sup> Avenue and 17<sup>th</sup> Street Subarea, designated in connection with adoption of the Amended and Restated Plan Amendment No. 1 – Ordinance No. 6614



The corresponding legal descriptions that now comprise the subareas of the Amended and Restated Consolidated Urban Revitalization Area are attached as Exhibit A.

#### AMENDMENT TO PLAN – NEW SUBAREA - KANESVILLE

With the adoption of this Amendment No. 2 to the Amended and Restated Consolidated Urban Revitalization Plan (the “Amendment”), the City is designating additional land as a new subarea of the Revitalization Area. The first new subarea is legally described and depicted in Exhibit B, attached hereto and incorporated by this reference. The new subarea will be known as the Kanesville Subarea of the Revitalization Area.

The City is designating the Kanesville Subarea of the Revitalization Area as a revitalization area meeting the criteria of Iowa Code Sections 404.1(4) and Section 404.1(5).

Existing zoning classifications of the property within the Kanesville Subarea is Agricultural. Existing land use within the subarea is consistent with these zoning classifications. New development that remains consistent with the City’s zoning ordinance is proposed for the subarea.

A listing of the names and addresses of the owners of record for the real estate within the Kanesville Subarea, as well as the assessed valuations stated separately for land and buildings for the real estate, as of the date of this Amendment is attached as Exhibit C.

#### AMENDMENT TO PLAN – NEW SUBAREA – VALLEY VIEW SOUTH

With the adoption of this Amendment No. 2 to the Amended and Restated Consolidated Urban Revitalization Plan (the “Amendment”), the City is designating additional land as a new subarea of the Revitalization Area. The second new subarea is legally described and depicted in Exhibit D, attached hereto and incorporated by this reference. The new subarea will be known as the Valley View South Subarea of the Revitalization Area.

The City is designating the Valley View South Subarea of the Revitalization Area as a revitalization area meeting the criteria of Iowa Code Sections 404.1(4) and Section 404.1(5).

Existing zoning classifications of the property within the Valley View South Subarea is Residential with a planned residential overlay. Existing land use within the subarea is consistent with these zoning classifications. New development that remains consistent with the City’s zoning ordinance is proposed for the subarea.

A listing of the names and addresses of the owners of record for the real estate within the Valley View South Subarea, as well as the assessed valuations stated separately for land and buildings for the real estate, as of the date of this Amendment is attached as Exhibit E.

## EFFECTIVE DATE AND SEVERABILITY

This Amendment shall be effective upon the approval of a resolution by the City Council adopting the Amendment.

Applications submitted following the Amendment's effective date shall be eligible to apply only for those exemptions contained in the Amended and Restated Plan, as amended by this Amendment, subject to the terms of the Plan. All previously awarded exemptions shall continue until their expiration.

Except as modified by this Amendment, the provisions of the Amended and Restated Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections of the Amended and Restated Plan not mentioned in this Amendment shall continue to apply to the Plan.

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

## EXHIBIT A

### SUBAREAS OF REVITALIZATION AREA – LEGAL DESCRIPTIONS

#### Whispering Oaks Urban Revitalization Area

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

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 5, TOWNSHIP 74N, RANGE 43 WEST; THENCE N1°06'10"E (ASSUMED BEARING), 53.00 FEET TO THE POINT OF BEGINNING; THENCE N88°28'13"W A DISTANCE OF 351.12 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FOREST GLEN DRIVE; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE OF FOREST GLEN DRIVE ON THE FOLLOWING DESCRIBED COURSES: THENCE N1°20'57"E, A DISTANCE OF 433.34 FEET; THENCE N88°16'18"W, A DISTANCE OF 15.99 FEET; THENCE N1°31'50"E, A DISTANCE OF 313.54 FEET TO THE SOUTHWEST CORNER OF LOT 106, WHISPERING OAKS; THENCE S88°34'04"E, A DISTANCE

OF 56.87 FEET ALONG THE SOUTH LINE OF LOT 106, WHISPERING OAKS TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2017 PAGE 2889; THENCE S88°28'13"E, A DISTANCE OF 306.04 FEET ALONG THE SOUTH LINE OF LOT 106 & SOUTH LINE OF OUTLOT A, WHISPERING OAKS TO A POINT AT THE INTERSECTION OF THE SOUTH LINE OF OUTLOT A & THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2017 PAGE 2889; THENCE S88°15'01"E, A DISTANCE OF 562.24 FEET ALONG THE SOUTH LINE OF OUTLOT A, & LOTS 87-90 WHISPERING OAKS TO THE SOUTHEAST CORNER OF LOT 87 WHISPERING OAKS; THENCE S88°15'01"E, A DISTANCE OF 714.76 FEET; THENCE S88°15'01"E, A DISTANCE OF 17.46, TO THE WEST RIGHT OF WAY LINE OF FRANKLIN AVENUE; THENCE S1°43'39"W, A DISTANCE OF 747.00 FEET ALONG SAID WEST RIGHT-OF-WAY LINE OF FRANKLIN AVENUE; THENCE N88°15'01"W DISTANCE OF 1,086.30 FEET TO THE EAST LINE OF A PARCEL BOOK 87, PAGE 22729; THENCE N01°06'10"E ALONG SAID EAST LINE OF SAID PARCEL BOOK 87, PAGE 22729, A DISTANCE OF 180.01 FEET TO THE NORTHEAST CORNER OF SAID PARCEL BOOK 87, PAGE 22729; THENCE N88°15'01"W ALONG THE NORTH LINE OF SAID PARCEL, B00K 87, PAGE 22729 A DISTANCE OF 200.00 FEET; THENCE S1°06'10"W ALONG SAID PARCEL BOOK 87, PAGE 22729, A DISTANCE OF 180.01 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 1,193,878.13 SQ.FT. OR 27.40 ACRES MORE OR LESS

South Pointe Urban Revitalization Area

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

BEGINNING AT THE CENTER OF SAID SECTION 10, SAID CENTER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF RICHARD DOWNING AVENUE; THENCE EASTERLY ON SAID SOUTH RIGHT-OF-WAY LINE, 2,730 FEET MORE OR LESS TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 24TH STREET; THENCE SOUTHERLY ON SAID WESTERLY RIGHT-OF-WAY LINE, 2,329 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF

VETERANS MEMORIAL HIGHWAY; THENCE WESTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, 197 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF SAID SECTION 10; THENCE SOUTHERLY ON SAID EASTERLY LINE AND ON IT'S SOUTHERLY PROLONGATION, 390 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VETERANS MEMORIAL HIGHWAY; THENCE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 2,760 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTH POINTE SUBDIVISION REPLAT 2; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTH POINTE SUBDIVISION REPLAT 2, 1,246 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTH POINTE SUBDIVISION REPLAT 1; THENCE SOUTHERLY ON THE EAST LINE OF SAID SOUTH POINTE SUBDIVISION REPLAT 1, 533 FEET MORE OR LESS TO A POINT ON THE NORTH LINE OF SAID SOUTH POINTE SUBDIVISION PHASE 2; THENCE EASTERLY ON SAID NORTH LINE, 110 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID SOUTH POINTE SUBDIVISION PHASE 2, SAID NORTHEAST CORNER ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN CREEK; THENCE SOUTHWESTERLY ON THE EAST LINE OF SAID SOUTH POINTE SUBDIVISION PHASE 2 AND ON SAID WESTERLY RIGHT-OF-WAY LINE, 2,742 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 5 IN SAID SOUTH POINTE SUBDIVISION PHASE 2; THENCE WESTERLY ON THE SOUTH LINE OF SAID LOT 5, 149 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF GIFFORD ROAD; THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 1,420 FEET MORE OR LESS TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GIFFORD ROAD; THENCE WESTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE, 1,209 FEET MORE OR LESS; THENCE SOUTHWESTERLY, 1,883 FEET MORE OR LESS TO A POINT ON THE MISSOURI RIVER MEANDER LINE; THENCE SOUTHWESTERLY ON SAID MISSOURI RIVER MEANDER LINE, 1,174 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID SECTION 15; THENCE NORTHERLY ON SAID EAST LINE, 802 FEET MORE OR LESS; THENCE WESTERLY, 631 FEET MORE OR LESS; THENCE NORTHWESTERLY, 2,019 FEET MORE OR LESS TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 15; THENCE WESTERLY ON SAID EAST-WEST CENTERLINE, 1,322 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF GATEWAY SUBDIVISION IN SAID CITY OF COUNCIL BLUFFS; THENCE NORTHERLY ON SAID EAST LINE, 1,256 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID VETERANS MEMORIAL HIGHWAY; THENCE NORTHEASTERLY ON SAID SOUTH RIGHT-OF-WAY LINE, 1,355 FEET MORE OR LESS TO A POINT ON THE SOUTHERLY PROLONGATION OF THE NORTH-SOUTH CENTERLINE OF SAID SOUTHEAST QUARTER OF SECTION 10; THENCE NORTHERLY ON SAID SOUTHERLY PROLONGATION AND ON SAID NORTH-SOUTH CENTER, 2,480 FEET MORE OR LESS; THENCE WESTERLY, 1,315 FEET MORE OR LESS TO A POINT ON THE

WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTHERLY ON SAID WEST LINE, 998 FEET MORE OR LESS TO THE POINT OF BEGINNING.

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

#### Valley View Urban Revitalization Area

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

#### Veterans Memorial Highway Urban Revitalization Area

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

#### College Road Urban Revitalization Area

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

#### Council Pointe Road Urban Revitalization Area

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

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

Mid-America Urban Revitalization Area

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

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

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

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

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

THENCE NORTHWESTERLY ON SAID EASTERLY RIGHT-OF-WAY LINE, 3,909 FEET MORE OR LESS TO A POINT ON THE SOUTHWESTERLY PROLONGATION OF THE NORTH LINE OF SAID INRIP SUBDIVISION TRACT NO 1 1<sup>st</sup> ADDITION;

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

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

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

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

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

River Road Urban Revitalization Area

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

American Games Urban Revitalization Area

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

Black Squirrel Flats Urban Revitalization Area

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

Bluffs Northway Urban Revitalization Area

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

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

### 16<sup>th</sup> Avenue Urban Revitalization Area

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

AND

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

### 21<sup>st</sup> Avenue Urban Revitalization Area

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



*And*

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

#### 14<sup>th</sup> Avenue Urban Revitalization Area

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

#### 5<sup>th</sup> and West Broadway Urban Revitalization Area

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

And:

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

#### 1<sup>st</sup> Avenue Urban Revitalization Area

Lots 1-5 and 9-16, Block 6, Bayliss First Addition, City of Council Bluffs, Pottawattamie County, Iowa

South Expressway Subarea of Revitalization Area

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

1<sup>st</sup> Avenue & 17<sup>th</sup> Street Subarea of Revitalization Area

Lots 1-8, Block 4, Everetts Addition along with Lots 1-8, Block 26, Beer's Subdivision and the vacated east/west alley adjacent, City of Council Bluffs, Pottawattamie County, Iowa.

## EXHIBIT B

### LEGAL DESCRIPTION AND MAP OF NEW SUBAREA

A tract of land located in part of Lot 1, Auditor's Subdivision of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; part of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; part of Lots 1, 2 and 3, Auditor's Subdivision of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; and part of the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ , all located in Section 22, Township 75 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa.

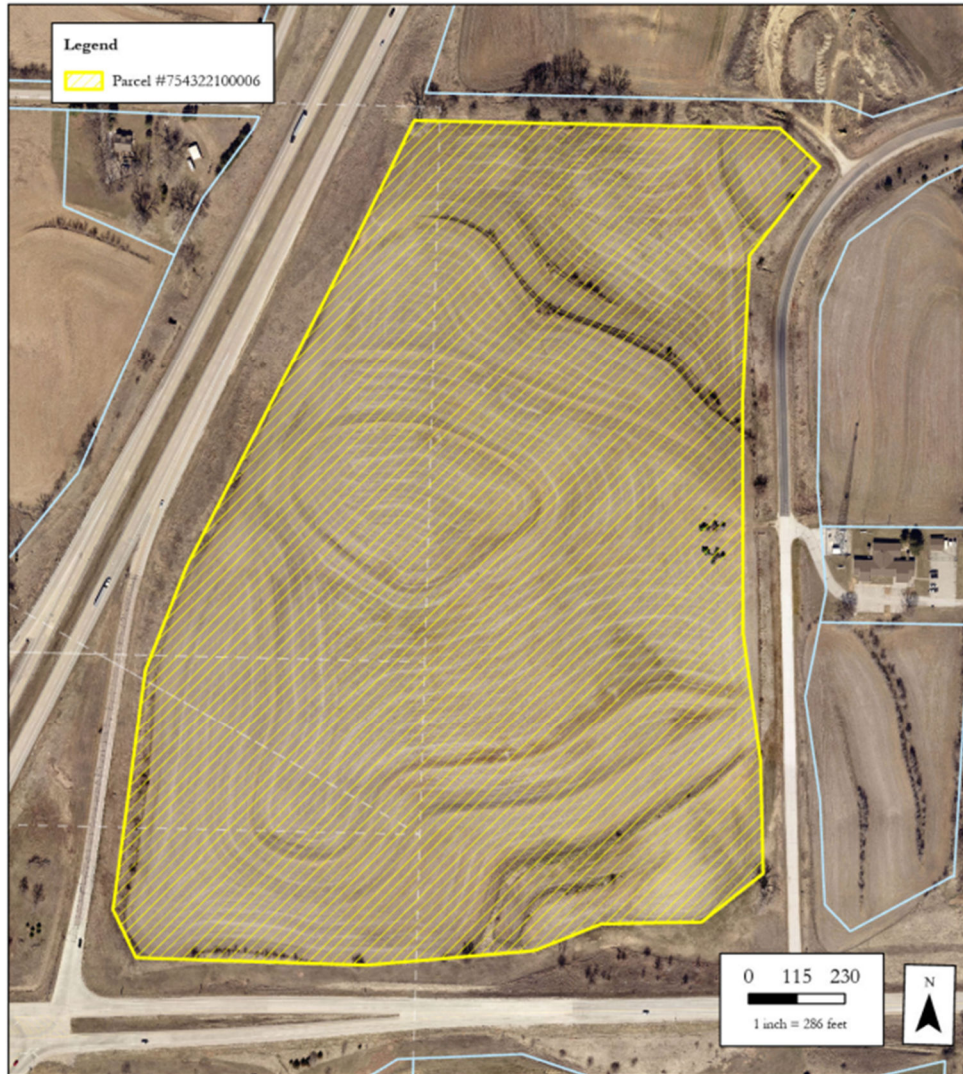


EXHIBIT C  
INFORMATION CONCERNING KANESVILLE SUBAREA

Current Tax Parcel Number	Name of Property Owner	Address of Record for Property Owner	Current Assessed Value – Land Value	Current Assessed Value – Improvement Value
754322100006	KCI Council Bluffs Land LLC	14747 N. Northsight Blvd, Ste # 111-431 Scottsdale, AZ 85260	\$135,700.00	\$0

## EXHIBIT D

### LEGAL DESCRIPTION AND MAP OF NEW SUBAREA

Lots 2-4, Jilla Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.





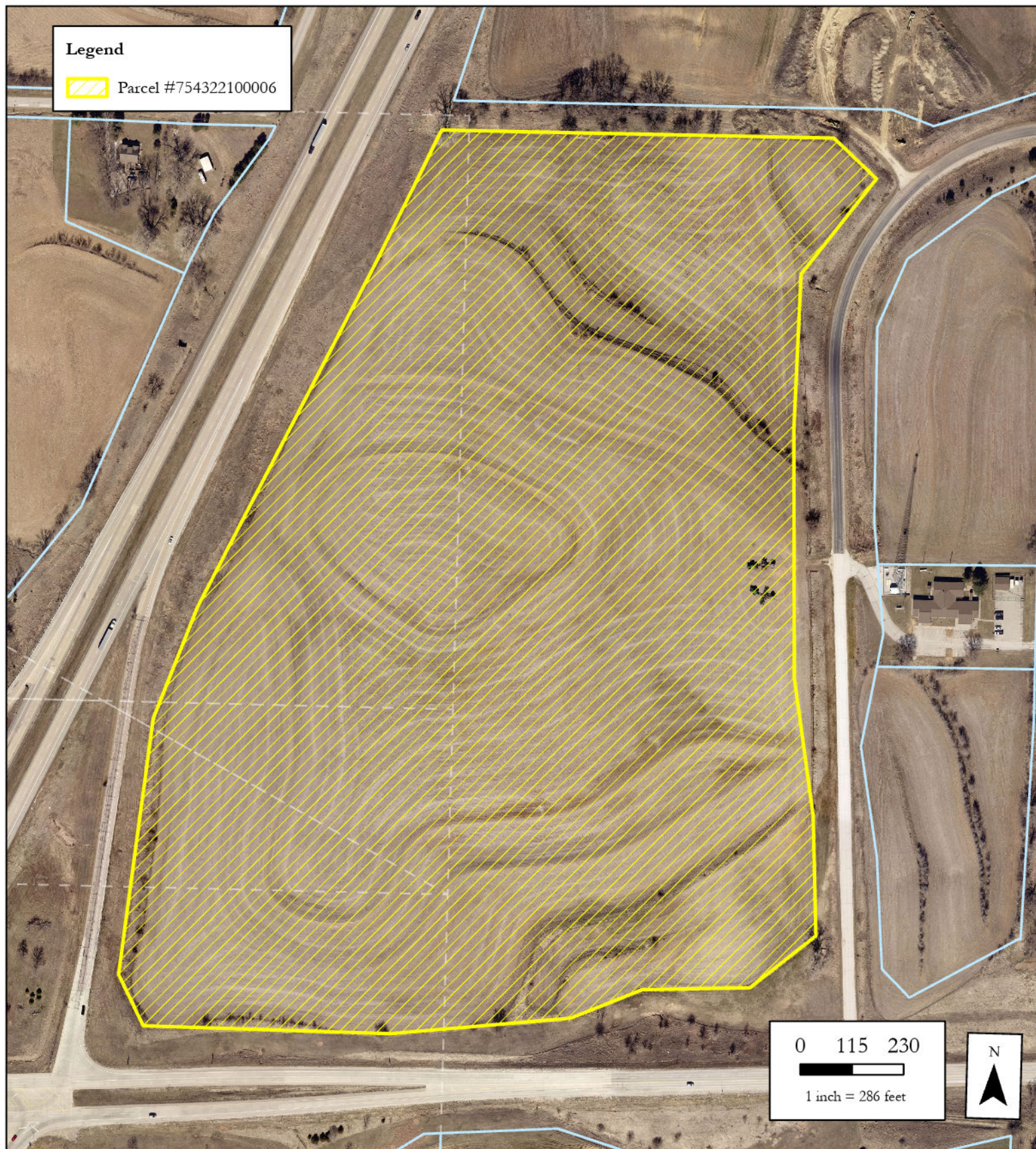
EXHIBIT E

INFORMATION CONCERNING VALLEY VIEW SOUTH SUBAREA

Current Tax Parcel Number	Name of Property Owner	Address of Record for Property Owner	Current Assessed Value – Land Value	Current Assessed Value – Improvement Value
754332256002	Hunt Ventures LLC	23699 Murphy Ln Council Bluffs, IA 51503	\$104,100.00	\$0
754332256003	R-J Capital LLC	PO Box 33 Council Bluffs, IA 51502	\$119,500.00	\$0
754332256004	R-J Capital LLC	PO Box 33 Council Bluffs, IA 51502	\$127,200.00	\$0



# CONSOLIDATED REVITALIZATION PLAN AMENDMENT #2 (PARCEL #754322100006)





# CONSOLIDATED REVITALIZATION PLAN AMENDMENT #2 (VALLEY VIEW DRIVE PARCELS)





## NOTICE OF PUBLIC HEARING

TO ALL INTERESTED PERSONS, GROUPS AND AGENCIES:

THE CITY OF COUNCIL BLUFFS, IOWA proposes to exercise the authority conferred upon it by the Urban Revitalization Act by designating an urban revitalization area that is generally located on approximately 57.43 acre parcel located at the corner of interstate 80 and highway 6.

This area is legally described as: A tract of land located in part of Lot 1, Auditor's Subdivision of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; part of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; part of Lots 1, 2 and 3, Auditor's Subdivision of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; and part of the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ , all located in Section 22, Township 75 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa.

THE CITY OF COUNCIL BLUFFS, IOWA proposes to exercise the authority conferred upon it by the Urban Revitalization Act by designating an urban revitalization area that is generally located on approximately 2.73 acre parcel that is currently being subdivided into three-lot subdivision located on Valley View Drive between Franklin Avenue and McPherson Avenue

This area is legally described as : Lots 2-4, Jilla Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.

The Urban Revitalization Act authorizes cities to make available property tax exemptions for eligible improvements made in the area. The Amended and Restated Consolidated Urban Revitalization Plan - Amendment #2 has been prepared by the City of Council Bluffs, Iowa, which more fully describes the proposed activities and includes information as required under the Urban Revitalization Act. This proposed plan is on file and is available for public examination at the office of the City Clerk, 209 Pearl Street, Council Bluffs, Iowa from 8:00 a.m. to 5:00 p.m., Monday through Friday.

A public hearing before the City Council has been set on this matter for Monday, June 9, 2025 at 7:00 p.m. in the Council Chambers in City Hall, 209 Pearl Street, Council Bluffs, Iowa.

All persons, groups, agencies interested in this matter are invited to submit written comments to the City Clerk on or before the public hearing or may appeal in person at the public hearing.

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Jodi Quakenbush, City Clerk  
Council Bluffs, Iowa

**RESOLUTION NO. 25-120**

**A RESOLUTION OF NECESSITY AND INTENT TO AMEND THE AMENDED AND  
RESTATED CONSOLIDATED URBAN REVITALIZATION PLAN – AMENDMENT 2 AND  
SUBAREAS FOR THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.**

WHEREAS, the subject subareas are appropriate areas as defined in Section 404.1.5 of the Iowa Code;  
and

WHEREAS, an amended plan for the area must be developed in accordance with Section 404.2 of the  
Iowa Code; and

WHEREAS, thirty days notice of public hearing is required to be sent to all property owners and  
occupants within the area; and

WHEREAS, notice of public hearing is also required in accordance with Section 362.3 of the Iowa  
Code.

WHEREAS, the legal description of these subareas are attached as Exhibit A.

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

That the development of the area is necessary in the interest of the City and the area substantially meets  
the criteria of Section 404.1.5.

**BE IT FURTHER RESOLVED**

That the City Council directs staff to prepare a final plan pursuant to Section 404.2 of the Iowa Code by  
June 9, 2025.

**BE IT FURTHER RESOLVED**

That the City Council directs the City Clerk to set this matter for public hearing on June 9, 2025.

**ADOPTED  
AND  
APPROVED:**

May 5, 2025

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

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Amanda Kopera

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

## EXHIBIT A

### LEGAL DESCRIPTION OF KANESVILLE SUBAREA

A tract of land located in part of Lot 1, Auditor's Subdivision of the SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; part of the SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ; part of Lots 1, 2 and 3, Auditor's Subdivision of the NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ; and part of the NE  $\frac{1}{4}$  SW  $\frac{1}{4}$ , all located in Section 22, Township 75 North, Range 43 West of the 5<sup>th</sup> Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa.

### LEGAL DESCRIPTION OF VALLEY VIEW SOUTH SUBAREA

Lots 2-4, Jilla Subdivision, City of Council Bluffs, Pottawattamie County, Iowa.

## Council Communication

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

Resolution 25-121  
ITEM 3.E.

Council Action: 5/5/2025

<b>Description</b>  Resolution setting public hearing for May 19, 2025 at 7:00 pm on the proposal to enter into a Development Agreement with Spin Lofts, LLC for the construction of a multi-family housing development.
<b>Background/Discussion</b>  See attached staff report.
<b>Recommendation</b>

### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Staff Report</a>	Staff Report	4/28/2025
<a href="#">Development Agreement</a>	Agreement	4/28/2025
<a href="#">Public Hearing Notice</a>	Notice	4/28/2025
<a href="#">Certificate of Publishers Affidavit</a>	Other	4/28/2025
<a href="#">Resolution 25-121</a>	Resolution	4/30/2025

### Council Communication

Department: Community Development	Resolution No.: 24 -	City Council: May 5, 2025 Public Hearing: May 19, 2025
<b>Subject/Title</b> Resolution setting public hearing for May 19, 2025 at 7:00pm on the proposal to enter into a Development Agreement with Spin Lofts, LLC for the construction of a multi-family housing development.		
<b>Background/ Discussion</b> <u>Background</u> In 2009, the City began acquisition and demolition of structures on the 3.0 acres of land located at 21 <sup>st</sup> Avenue and South 6 <sup>th</sup> Street utilizing Community Development Block Grant (CDBG) and Neighborhood Stabilization (NSP) funds. The properties were considered blighted and/or in foreclosure at the time. In 2022, the City received a grant for \$904,336 to complete the needed infrastructure and site work to assist in the creation of a new multi-family project. Because CDBG funds were used, the City must meet the Housing and Urban Development (HUD) performance measure of creation of affordable housing on the property. This means at least 51% of all units constructed on the site must be rented/sold to persons at or below 80% of the median family income (MFI). <u>Discussion</u> In June of 2022, Spin Lofts, LLC entered into a purchase agreement with the City of Council Bluffs for the purchase of this property to develop an affordable multi-family housing project. This is to convey real property to Spin Lofts, LLC and to consider a proposal in the form of a Purchase, Sale, and Development Agreement (“Agreement”). The City is updating the agreement with the following terms: \$800,000 HOME Investment Partnership Program funds and \$700,000 HOME-ARP funds. Additionally, the land value of \$100,000 will be forgiven upon issuance of Certificate of Occupancy. The draft agreement has been finalized between City’s legal counsel and the developer and is ready for Council to review and will be voted on at the May 19, 2025 Public Hearing.		
<b>Recommendation</b> The Community Development Department recommends setting a public hearing for May 19, 2025 at 7:00pm on the proposed agreement for private development with Spin Lofts, LLC Amendment 2 for the construction of a 45 unit multi-family development.		
<b>Attachments</b> Draft Development Agreement Resolution		

SECOND AMENDED AND RESTATED  
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF COUNCIL BLUFFS, IOWA

AND

SPIN LOFTS, LLC

\_\_\_\_\_, 2025

AGREEMENT FOR  
PRIVATE DEVELOPMENT

THIS SECOND AMENDED AND RESTATED PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called "Agreement") is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of Iowa of the State of Iowa, and SPIN LOFTS, LLC, an Iowa limited liability company, having offices for the transaction of business at 509 Walker Street, Woodbine, Iowa 51579 ( "Owner").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City and Owner entered into an Amended and Restated Purchase, Sale, and Development Agreement dated March 25, 2024 (“First Amended and Restated Agreement”), pursuant to which the Owner was to acquire the Development Property from the City by no later than January 31, 2025 contingent on, inter alia, Owner receiving a Low Income Housing Tax Credit (“LIHTC”) award from the State of Iowa; and

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

WHEREAS, Owner and the City intend for this Second Amended and Restated Agreement to replace the First Amended and Restated Agreement in its entirety; and

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

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

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

## ARTICLE I. DEFINITIONS

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

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

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



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

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

City Improvements means (a) the grading and fill work necessary to raise the Development Property to the elevation of the existing recreational trail adjacent to the Development Property; and (b) the improvement of that portion of 21<sup>st</sup> Avenue east of S. 6<sup>th</sup> Street to City standards for a paved public road, each as contemplated by the Original Agreement.

Code means the Code of Iowa, 2025, as amended.

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

County means the County of Pottawattamie, Iowa.

Effective Date means the date of this Agreement.

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

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

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

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

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

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

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

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

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

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

State means the State of Iowa.

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

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

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

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever

nature to which City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing, nor do they conflict with or contravene any laws, order, rule or regulation applicable to City.

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

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

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

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

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

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

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

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

g. To its knowledge, Owner has not received any notice from any local, State, or federal official that the activities of Owner with respect to the Development Property and/or the Minimum Improvements may or will be in violation of any environmental law or regulation (other than those notices,

if any, of which City has previously been notified in writing). Owner is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property and/or Minimum Improvements, and Owner is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

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

i. Owner expects that, barring Unavoidable Delays, construction of the Minimum Improvements shall be complete on or before December 31, 2029. For purposes of this Agreement, the Minimum Improvements shall be deemed “complete” or “completed” upon Owner’s receipt of a Certificate of Occupancy for the Minimum Improvements.

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

### ARTICLE III. SALE AND PURCHASE OF DEVELOPMENT PROPERTY

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

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

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

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

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

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

under the terms and conditions of this Agreement and following all process required by City pursuant to Section 364.7 of the Iowa Code.

Section 3.3. Closing. City's transfer of title of the Development Property to Owner, and Owner's payment of the Purchase Price to City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before January 31, 2026 (the "Closing Date"). Possession of the Development Property ("Possession") shall be delivered to Owner on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to City's possession shall be made as of the date of Possession. Owner shall pay the Purchase Price to City (subject to prorations, reductions, and credits as provided below). The transfer shall be considered closed upon the delivery to Owner of a duly executed special warranty deed for the Development Property in substantially the form attached hereto as Exhibit C ("Deed"), and the filing of all title transfer documents ("Closing"). All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 3.4. Real Estate Taxes and Special Assessments.

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

b. All special assessments, if any, assessed post-Closing shall be paid by Owner.

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

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

a. Owner agrees to take the Development Property "As Is," including with respect to environmental matters. Except as specifically set forth in this Agreement, City makes no warranties or representations as to the condition of the Development Property. City and Owner acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Owner's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Notwithstanding anything herein to the contrary, Owner hereby waives all claims against City as to the condition of the Development Property. Owner agrees to indemnify, release,

defend, and hold harmless the Indemnified Parties for all claims, damages, or costs relating to the Development Property that arise after the date of Closing.

b. At Closing, City will file with the County Recorder's Office a properly executed Groundwater Hazard Statement to the extent required by law.

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

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

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

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

Section 3.11 Right of First Refusal. For a period of twenty years after recordation of the Deed or until a Certificate of Completion for the Minimum Improvements issued by the City pursuant to Section 4.3 is recorded, whichever is earlier (the "Restriction Period"), if at any time Owner seeks to sell the Development Property (or any portion thereof) to a third party, then Owner shall provide written notice to City of Owner's intent to sell the Development Property (or a portion thereof) and shall provide an appraisal of the fair market value of the Development Property (or the applicable portion thereof) at such time, and City shall have thirty (30) days after City's receipt of such notice to exercise this right of first refusal to purchase the applicable portion of the Development Property from Owner at the appraised amount. To exercise its right of first refusal, City shall deliver written notice to Owner of City's intent to exercise this right of first refusal, and closing of the transfer of the applicable portion of the Development

Property from Owner to City under such terms shall occur sixty (60) days after City notifies Owner of City's intention to exercise this right of first refusal. Owner shall take all reasonable steps to ensure City acquires marketable title to the Development Property (or the applicable portion thereof) unencumbered by any mortgage, lien, or other encumbrance, through its exercise of its rights under this Section 3.11 within sixty (60) days of City's demand, including without limitation, the execution of appropriate deeds and other documents.

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

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

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

#### ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

##### Section 4.1. Construction of Minimum Improvements.

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

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

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

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

Section 4.2. Construction Plans. A preliminary description and depictions of the Minimum Improvements are provided in Exhibit A and Exhibit A-1 attached hereto. Upon City's approval of the Construction Plans, as provided below, such approved Construction Plans shall automatically replace and supersede the preliminary description and depictions set forth in Exhibit A and Exhibit A-1. Owner shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by City as provided in this Section 4.2. The Construction Plans shall be in conformity with this Agreement, and all applicable State and local laws and regulations. Within thirty (30) days of Owner's provision of the Construction Plans to City, City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iii) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (iv) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by City with respect to any building, fire, zoning or other ordinances or regulations of City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official. If City does not approve of the Construction Plans, City shall, within thirty (30) days of City's receipt of the Construction Plans, provide Owner with written notice of City's non-acceptance, and such notice shall detail all reasons for City's non-acceptance. Upon receipt of City's written notice of non-acceptance, Owner shall revise the Construction Plans in accordance with City's comments and resubmit revised Construction Plans to City, and the approval process for the Construction Plans detailed in this Section 4.2 shall begin anew.

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

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

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

Section 4.3. Certificate of Completion. Upon written request of Owner after issuance of a Certificate of Occupancy for the Minimum Improvements, City will furnish Owner with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit D attached hereto. Such



Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Owner to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Owner's sole expense. If City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 4.3, City shall, within twenty (20) days after written request by Owner provide a written statement indicating in what respects Owner has failed to complete the Minimum Improvements, in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the reasonable opinion of City, for Owner to take or perform in order to obtain such Certificate of Completion. If Owner completes City's requested measures or acts within ninety (90) days after receiving City's notice, City shall promptly issue a Certificate of Completion to Owner.

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

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

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

## ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

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

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

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

## ARTICLE VI. FURTHER COVENANTS OF OWNER

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII. CITY IMPROVEMENTS

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

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

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

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

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Owner or its officers, agents, servants, or employees or any other person who may be about

the Development Property or Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

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

Section 9.2. Indemnification for Related Agreements and Costs. Owner agrees to indemnify, defend, and hold harmless the Indemnified Parties from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the Interlocal HOME Agreement, Interlocal HOME-ARP Agreement, or State Agreement due all or in part to Owner's failure to perform under the Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, or State Agreement. Furthermore, Owner agrees to indemnify City for any repayment of funds that City is required to make that is due, all or in part, to Owner's failure to perform under this Agreement, the Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, and/or State Agreement, including but not limited to any repayment of grant funds which City expends in connection with the Project.

## ARTICLE X. DEFAULT AND REMEDIES

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

- a. Failure by Owner to cause the construction of the Minimum Improvements, as applicable, to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;
- b. Failure by Owner to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, the Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, or the State Agreement;
- c. Transfer of Owner's interest in the Development Property or this Agreement in violation of the provisions of this Agreement;
- d. Failure by Owner to pay ad valorem taxes on the Development Property or Minimum Improvements owned by Owner as of the date such taxes become delinquent;
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, owned by Owner, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. Owner shall:
- i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

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

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

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

g. Any representation or warranty made by Owner in this Agreement, or made by Owner in any written statement or certification furnished by Owner pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

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

a. City may suspend its performance under this Agreement until it receives assurances from Owner, deemed adequate by City, that Owner will cure its default and continue its performance under this Agreement;

b. City may terminate this Agreement; and

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

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

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

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

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

## ARTICLE XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written, including but not limited to the Original Agreement, the First Amended and Restated Agreement, and any exhibits thereto, with the express exception of the Interlocal HOME Agreement, the Interlocal HOME-ARP Agreement, and the State Agreement, all of which survive the execution of this Agreement and are incorporated by reference herein. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

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

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the latest of: (a) January 31, 2026 if the Closing has not occurred on or before this date; (b) the termination of the right of first refusal contained in Section 3.11; (c) the termination date contained in the Interlocal HOME Agreement; or (d) the termination date contained in the Interlocal HOME-ARP Agreement, unless the Agreement is terminated earlier by the other terms of this Agreement.

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

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

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



(SEAL)

## CITY OF COUNCIL BLUFFS, IOWA

By: \_\_\_\_\_  
Matt Walsh, Mayor

ATTEST:

By: \_\_\_\_\_  
Jodi Quakenbush, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

SPIN LOFTS, LLC, an Iowa limited liability company

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

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

By: \_\_\_\_\_  
Darin Smith, Manager

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Darin Smith to me personally known, who, being by me duly sworn, did say that he is the Manager of AI Investment, LLC, the manager of Spin Lofts Managing Member, LLC, the manager of Spin Lofts, LLC and that said instrument was signed on behalf of said company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said state

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

EXHIBIT A  
MINIMUM IMPROVEMENTS

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

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

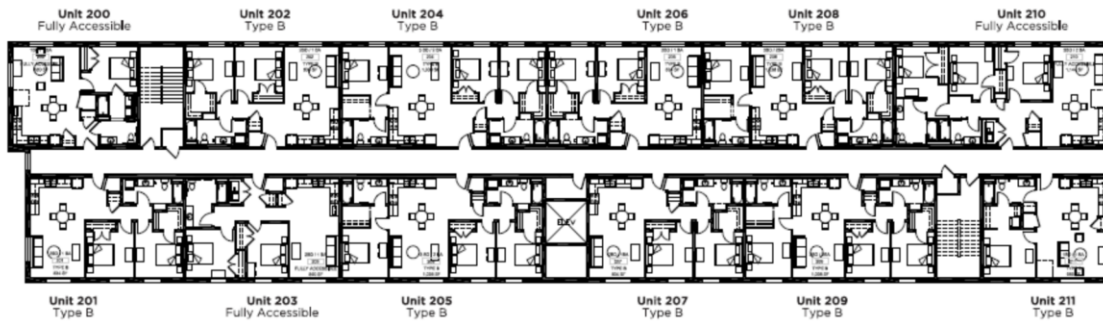
EXHIBIT A-1  
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS  
(4 pages)



Exhibit A-2

Execution Version

## Floor Plans



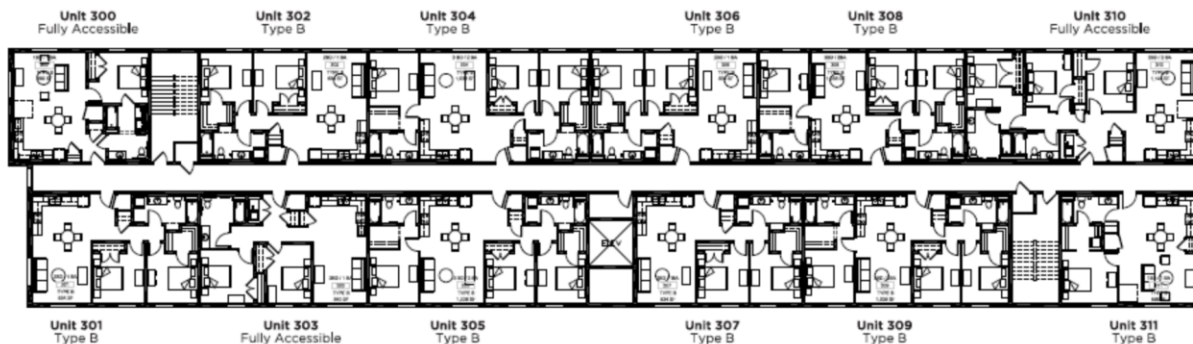
### Second Floor

<b>Unit Mix:</b>		
200 1-Bed	680 SF	Fully Accessible
201 2-Bed	834 SF	
202 2-Bed	834 SF	
203 2-Bed	840 SF	Fully Accessible
204 3-Bed	1038 SF	
205 3-Bed	1038 SF	
206 2-Bed	834 SF	
207 2-Bed	834 SF	
208 3-Bed	1038 SF	
209 3-Bed	1038 SF	
210 3-Bed	1144 SF	Fully Accessible
211 1-Bed	686 SF	
<b>Total</b>	<b>11,138 NSF Residential</b>	

ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S. 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.15 | 6

## Floor Plans



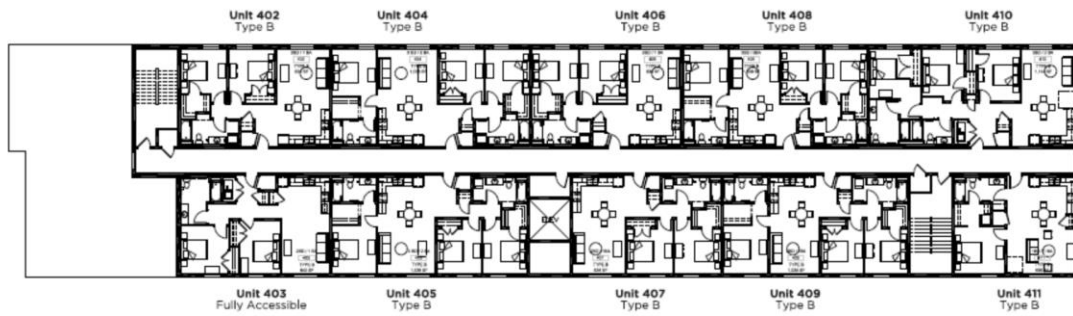
### Third Floor

<b>Unit Mix:</b>		
200 1-Bed	680 SF	
201 2-Bed	834 SF	
202 2-Bed	834 SF	
203 2-Bed	840 SF	
204 3-Bed	1038 SF	
205 3-Bed	1038 SF	
206 2-Bed	834 SF	
207 2-Bed	834 SF	
208 3-Bed	1038 SF	
209 3-Bed	1038 SF	
210 3-Bed	1144 SF	
211 1-Bed	686 SF	
<b>Total</b>	<b>11,138 NSF Residential</b>	

ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S. 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.15 | 7

## Floor Plans



### Fourth Floor

#### Unit Mix:

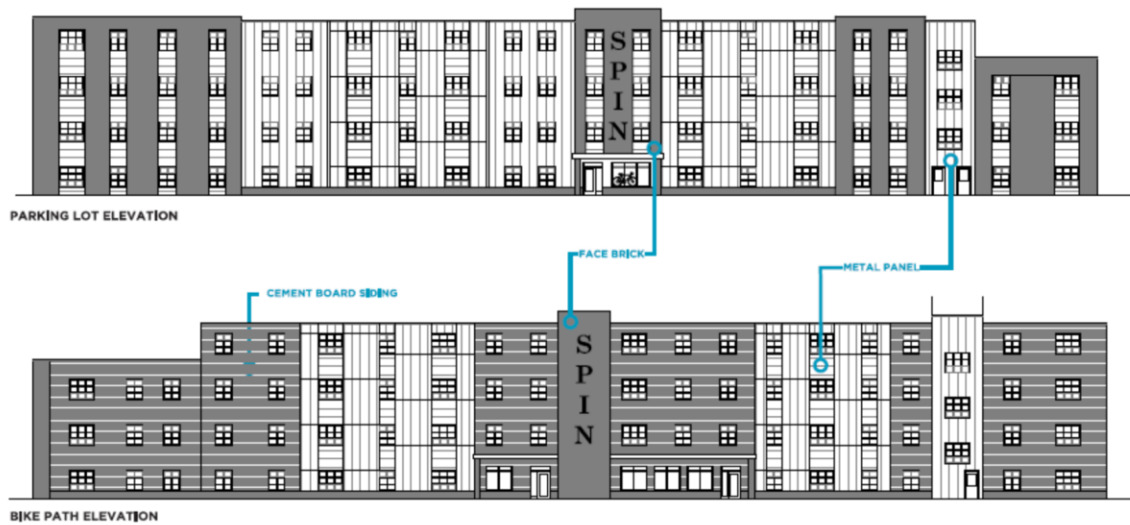
402 2-Bed	834 SF
403 2-Bed	840 SF
404 3-Bed	1038 SF
405 3-Bed	1038 SF
406 2-Bed	834 SF
407 2-Bed	834 SF
408 3-Bed	1038 SF
409 3-Bed	1038 SF
410 3-Bed	1144 SF
411 1-Bed	686 SF

**Total 9,624 NSF Residential**

ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S, 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.15 | 8

## Exterior Elevations



ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | S, 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.15 | 9

Exterior Elevations



ALLEY POYNER MACCHIETTO ARCHITECTURE

SPIN LOFTS | 5, 6TH ST & 21ST AVE, COUNCIL BLUFFS | 2024.03.25 | 10



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

WHEREAS, the City of Council Bluffs, Iowa (“City”) and Spin Lofts, LLC, an Iowa limited liability company (“Owner”), did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2025, make, execute, and deliver a Second Amended and Restated Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Owner agreed, in accordance with the terms of the Agreement, to purchase, develop, and maintain certain real property located within the City and as more particularly described as follows:

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

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

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

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

- 1) North 49 Degrees 26 Minutes 05 Seconds West, 177.48 feet to a point on a non-tangent curve, concave Southwesterly, to which point a radial line bears North 41 Degrees 15

Exhibit B-1

*Execution Version*

Minutes 44 Seconds East, 5759.58 feet;  
2) Northwesterly along said curve, through a central angle of 04 Degrees 04 Minutes 19 Seconds, 409.34 feet to a point on the West line of said Block 14; thence along said West line, North 00 Degrees 33 Minutes 27 Seconds East, 141.10 feet to the Point of Beginning. The above described parcels contain 126,653 square feet, more or less

(the “Development Property”); and

WHEREAS, the term of the Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2025 and terminate on the Termination Date, as set forth in the Agreement; and

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

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

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

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

WHEREAS, the City and Owner previously entered into an Amended and Restated Purchase, Sale, and Development Agreement dated March 25, 2024 (“First Amended and Restated Agreement”), pursuant to which the Owner was to acquire the Development Property from the City by no later than January 31, 2025; and

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

WHEREAS, Owner and the City intend for the Agreement to replace the Original Agreement and the First Amended and Restated Agreement in their entirety.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

Exhibit B-2

*Execution Version*

advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, City and Owner have executed this Memorandum of Second Amended and Restated Purchase, Sale, and Development Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

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

(SEAL)

## CITY OF COUNCIL BLUFFS, IOWA

By: \_\_\_\_\_  
Matt Walsh, Mayor

ATTEST:

By: \_\_\_\_\_  
Jodi Quakenbush, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

SPIN LOFTS, LLC, an Iowa limited liability company

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

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

By: \_\_\_\_\_  
Darin Smith, Manager

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Darin Smith to me personally known, who, being by me duly sworn, did say that he is the Manager of AI Investment, LLC, the manager of Spin Lofts Managing Member, LLC, the manager of Spin Lofts, LLC and that said instrument was signed on behalf of said company; and that the said officer as such, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said state

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

**DRAFT – DO NOT SIGN UNTIL CLOSING**

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

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**EXHIBIT C  
SPECIAL WARRANTY DEED**

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

See Exhibit A. *[legal description to be attached upon execution]*

**This transfer is exempt from transfer tax under Iowa Code Chapter 428A.2(6).**

*There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.*

This Deed is subject to all the terms, provisions, covenants, conditions, and restrictions contained in the Second Amended and Restated Purchase, Sale, and Development Agreement by and between Grantor and Grantee dated \_\_\_\_\_, 2025 (“Agreement”), including use restrictions and a right of first refusal held by Grantor more particularly described in the Agreement and below. The Agreement is incorporated herein by reference and is on file for public inspection at the office of the City Clerk of the Grantor.

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

RIGHT-OF-FIRST REFUSAL. For a period of twenty years after recordation of this Deed or until the recordation of a Certificate of Completion for the Minimum Improvements issued by the Grantor pursuant to the Agreement, whichever is earlier (“Restriction Period”), if at any time Grantee seeks to sell the Property (or any portion thereof) to a third party, Grantee shall provide written notice to Grantor of Grantee’s intent to sell the Property (or a portion thereof), along with an appraisal of the fair market value of the Development Property (or the applicable portion thereof) at such time, and Grantor shall have thirty (30) days after Grantor’s receipt of such notice to exercise a right of first refusal to purchase the applicable

Exhibit C-1

*Execution Version*



Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

---

Notary Public in and for the State of Iowa

*[Signature page to Special Warranty Deed]*



EXHIBIT D  
CERTIFICATE OF COMPLETION

WHEREAS, the City of Council Bluffs, Iowa (“City”) and Spin Lofts, LLC, an Iowa limited liability company (“Owner”), did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2025, make, execute, and deliver a Second Amended and Restated Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Owner agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within City and as more particularly described as follows:

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

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

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

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

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

(the “Development Property”); and

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

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

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

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

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

**DRAFT – DO NOT SIGN UNTIL IMPROVEMENTS COMPLETE**

By: \_\_\_\_\_  
Matt Walsh, Mayor

ATTEST:

**DRAFT – DO NOT SIGN UNTIL IMPROVEMENTS COMPLETE**

By: \_\_\_\_\_  
Jodi Quakenbush, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Certification of Completion]*

EXHIBIT E

INTERLOCAL HOME AGREEMENT

EXHIBIT F

INTERLOCAL HOME-ARP AGREEMENT

4927-0631-4042-1\10342-101

**(One publication required)**

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

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on May 19, 2025, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to convey real property to Spin Lofts, LLC (the "Owner") under the terms of a proposed Second Amended and Restated Purchase, Sale and Development Agreement (the "Agreement").

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

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

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

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

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

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

The Agreement would replace an Amended and Restated Purchase, Sale, and Development Agreement previously entered into by and between the City and Owner on March 25, 2024 (the "First Amended and Restated Agreement"), and provides that the City would convey the Development Property to the Owner for the purchase price of \$100,000 and the Owner would construct certain Minimum Improvements (including Housing Units) on the Development Property. The Owner would also enter into an Interlocal HOME Agreement with the City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Owner's receipt of a forgivable mortgage of \$800,000 in connection with the Project; and an Interlocal HOME-ARP Agreement with the City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Owner's receipt of a forgivable mortgage of \$700,000 in connection with the Project.

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

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

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

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

---

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

(End of Notice)

4929-8425-5546-1\10342-177

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

# NOTICE OF PUBLIC HEARING

\_\_\_\_\_, 2025.

WITNESS my official signature at Council Bluffs, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City Clerk, City of Council Bluffs, State of  
Iowa

4922-1361-7722-1\10342-101

**Resolution 25-121**

**ITEM TO INCLUDE ON AGENDA**

**CITY OF COUNCIL BLUFFS, IOWA**

May 5, 2025

7:00 P.M.

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

**IMPORTANT INFORMATION**

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

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



May 5, 2025

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

Disalvo, Gorman, Peterson, Sandau and Shudak

Absent: none

Vacant: n/a

\* \* \* \* \*

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

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION NO. 25-121

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

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

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

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

- 1) South 44 Degrees 26 Minutes 36 Seconds East, 14.14 feet;
- 2) South 00 Degrees 33 Minutes 27 Seconds West, 4.00 feet;
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- 7) South 08 Degrees 08 Minutes 37 Seconds East, 66.78 feet;
- 8) South 00 Degrees 22 Minutes 12 Seconds West, 113.16 feet to a point on the Northeasterly right-of-way line of Wabash Trace;

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

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

(the "Development Property"); and

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

WHEREAS, the City and Owner entered into an Amended and Restated Purchase, Sale, and Development Agreement dated March 25, 2024 ("First Amended and Restated Agreement"), pursuant to which the Owner was to acquire the Development Property from the City by no later than January 31, 2025 contingent on, inter alia, Owner receiving a Low Income Housing Tax Credit ("LIHTC") award from the State of Iowa; and

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

WHEREAS, the City and Owner desire to amend and restate the terms of the First Amended and Restated Agreement by a proposed Second Amended and Restated Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and the Owner, which would replace the First Amended and Restated Agreement and provide that the City would convey the Development Property to the Owner for the purchase price of \$100,000 and the Owner would construct certain Minimum Improvements (including Housing Units) on the Development Property; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M. on May 19, 2025, for the purpose of taking action on the matter of the proposal to enter into a Second Amended and Restated Purchase, Sale, and Development Agreement with Spin Lofts, LLC.

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

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

**(One publication required)**

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

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on May 19, 2025, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to convey real property to Spin Lofts, LLC (the "Owner") under the terms of a proposed Second Amended and Restated Purchase, Sale and Development Agreement (the "Agreement").

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

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

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

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

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- 2) Northwesterly along said curve, through a central angle of 04 Degrees 04 Minutes 19 Seconds, 409.34 feet to a point on the West line of said Block 14; thence along said West line, North 00 Degrees 33 Minutes 27 Seconds East, 141.10 feet to the Point of Beginning. The above described parcels contain 126,653 square feet, more or less.

The Agreement would replace an Amended and Restated Purchase, Sale, and Development Agreement previously entered into by and between the City and Owner on March 25, 2024 (the "First Amended and Restated Agreement"), and provides that the City would convey the Development Property to the Owner for the purchase price of \$100,000 and the Owner would construct certain Minimum Improvements (including Housing Units) on the Development Property. The Owner would also enter into an Interlocal HOME Agreement with the City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Owner's receipt of a forgivable mortgage of \$800,000 in connection with the Project; and an Interlocal HOME-ARP Agreement with the City and/or the Omaha/Council Bluffs Interlocal HOME Consortium related to Owner's receipt of a forgivable mortgage of \$700,000 in connection with the Project.

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

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

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

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

---

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

(End of Notice)

PASSED AND APPROVED this 5<sup>th</sup> day of May, 2025.

---

Mayor

ATTEST:

---

Deputy City Clerk

# CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

WITNESS my hand and the seal of the Council hereto affixed this 6<sup>th</sup> day of May, 2025.

Deputy City Clerk, City of Council Bluffs,  
State of Iowa

(SEAL)



## Council Communication

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

Resolution 25-122  
ITEM 3.F.

Council Action: 5/5/2025

<b>Description</b>
Resolution setting a public hearing for May 19, 2025 at 7:00 p.m. on the proposal to enter into a Development Agreement with Hoppe
<b>Background/Discussion</b>
See attached staff report.
<b>Recommendation</b>

### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Staff Report</a>	Staff Report	4/30/2025
<a href="#">Development Agreement</a>	Agreement	4/30/2025
<a href="#">Public Hearing Notice</a>	Notice	4/30/2025
<a href="#">Certificate of Publishers Affidavit</a>	Other	4/30/2025
<a href="#">Resolution 25-122</a>	Resolution	4/30/2025

## Council Communication

Department: Community Development	Ordinance No.: N/A	City Council: 5-5-2025 Public Hearing: 5-19-2025
Case/Project No.:	Resolution No.: 25-	
<b>Subject/Title</b>		
Resolution setting a public hearing for May 19, 2025 at 7:00 p.m. on the proposal to enter into a purchase, sale and development agreement with WE Roost, LLC (Hoppe & Son, LLC)		
<b>Location</b>		
2800 Block between 1 <sup>st</sup> and 2 <sup>nd</sup> Avenue		
<b>Background/Discussion</b>		
<p><u>Background</u></p> <p>On September 9, 2024, the Council Bluffs City Council approved Resolution No. 24-239 which authorized the Community Development Department to release a Request for Proposals (RFP) for City-owned property in the 2800 block between 1<sup>st</sup> and 2<sup>nd</sup> Avenue. Hoppe Development of Lincoln, Nebraska proposed an 89-unit mixed-income multi-family rental housing project that will serve households at 50% MFI, 60% MFI and market rate to meet the required 51% affordable units as required for the Community Development Block Grant (CDBG) funds previously used on the site. The developer does not anticipate applying for LIHTC.</p> <p><u>Discussion</u></p> <p>The Staff wishes to enter into a development agreement with Hoppe Development's subsidiary WE Roost, LLC to proceed with the project. Having site control is required for the Workforce Housing Tax Credit (WHTC) program.</p> <p>The proposed development agreement has the following terms:</p> <ul style="list-style-type: none"> <li>• The Developer commits to 51% of the units being rented to persons at or below 80% MFI for a period of 10 years.</li> <li>• The City agrees to provide the lot cost of \$415,000 as a forgivable mortgage to be forgiven over a term of 10 years to match the required affordability period for CDBG.</li> <li>• The City will establish an Urban Revitalization area to provide tax exemption of 100% on the new increment for a period of 10 years as outlined in the Consolidated Urban Revitalization Plan. Prior to the transfer of land, the Developer may approach the City requesting tax increment financing (TIF) instead of tax exemption but acknowledges they cannot receive both benefits and this change is subject to City Council approval.</li> </ul>		
<b>Staff Recommendation</b>		
Staff recommends City Council set a public hearing for May 19, 2025 at 7:00 p.m. on the proposal to enter into a purchase, sale and development agreement with WE Roost, LLC (Hoppe Development)		
<b>Attachments</b>		
1) Resolution 2) Draft Development Agreement		

PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

By and Between

THE CITY OF COUNCIL BLUFFS, IOWA

AND

WE ROOST, LLC

\_\_\_\_\_, 2025

AGREEMENT FOR  
PRIVATE DEVELOPMENT

THIS PURCHASE, SALE, AND DEVELOPMENT AGREEMENT (hereinafter called “Agreement”) is made on or as of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (hereinafter called “City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2025, as amended (hereinafter called “Urban Renewal Act”) and WE ROOST, LLC, a Nebraska limited liability company, having offices for the transaction of business at 1620 S. 84<sup>th</sup> Street, Lincoln, NE 68506 ( “Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, City has undertaken a program for the development of a blighted area in the City and, in this connection, is engaged in carrying out urban renewal projects in an area known as the West Broadway Urban Renewal Area (the “Area” or “Urban Renewal Area”) as described in the West Broadway Urban Renewal Plan (“Plan” or “Urban Renewal Plan”), which Plan has subsequently been amended several times, most recently by the adoption of a 2024 Amendment to the Plan, adopted on November 4, 2024, and which Plan, as amended, is on file in the office of the Recorder of Pottawattamie County, Iowa; and

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

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition, City of Council Bluffs, Pottawattamie County, Iowa.

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

WHEREAS, the Plan provides for, among other things, the disposition of properties for development or redevelopment as an urban renewal project; and

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

WHEREAS, Developer has applied for Workforce Housing Tax Credits and Brownfield/Grayfield Tax Credits for the Project from the Iowa Finance Authority; and

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

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

## ARTICLE I. DEFINITIONS

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

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

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

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

City Mortgage means the mortgage to be provided by the Developer to the City on the Development Property, in substantially the form attached as Exhibit E, as further described in Section 3.3.

Code means the Code of Iowa, 2025, as amended.

Commencement Date means the date the Agreement becomes legally enforceable and valid, being the date that the Agreement has been executed by all parties to the Agreement, determined as the latest date of execution by one of the Parties.

Construction Plans means the plans, specifications, drawings and related documents reflecting the construction work to be performed by Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means the County of Pottawattamie, Iowa.

Developer means WE Roost, LLC, a Nebraska limited liability company, and its permitted successors and assigns.

Development Property means that portion of the West Broadway Urban Renewal Area legally described as: Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition, City of Council Bluffs, Pottawattamie County, Iowa.

Effective Date means the date of this Agreement.

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

Housing Unit means each dwelling unit constructed on the Development Property.

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

LMI Housing Unit means a multifamily housing unit that is affordable to families, including single person households, who earn no more than eighty percent (80%) of the higher of the median family income of Pottawattamie County or the state-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

Minimum Improvements means a 2.54 acre multi-family development with no fewer than 85 multi-family Housing Units (of which, at least 51% of the units shall qualify as LMI Housing Units), and related site improvements to be constructed on the Development Property, as more particularly described in Exhibits A and A-1 to this Agreement. For the avoidance of doubt, the proposed bike pump track depicted in Exhibit A-1 is not part of the Minimum Improvements.

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

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

Ordinance means the Ordinance of City under which the taxes levied on the taxable portion of the Development Property shall be divided and a portion paid into the West Broadway Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

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

Promissory Note means the promissory note to be provided by the Developer to the City, in substantially the form attached as Exhibit D, as further described in Section 3.3.

State means the State of Iowa.

State Agreement means the agreement(s) that Developer may enter into with the Iowa Finance Authority related to Developer's receipt of Workforce Housing Tax Credits and/or Brownfield/Grayfield Tax Credits in connection with the Project.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property divided and made available to City for deposit in the WE Roost, LLC TIF Account of the West Broadway Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.9 of this Agreement.

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

acts of terrorism, riots, or other civil or military disturbances; epidemics or pandemics recognized by the World Health Organization affecting the parties hereof; loss or malfunction of utilities, computer or telephone communication service, or similar technology or services for more than thirty days; inability of the parties to obtain labor, material, equipment, or transportation necessary to the Project; litigation commenced by third parties; or the acts of any federal, State, or local governmental unit (other than City with respect to City's obligations), including any unreasonable delays by the United States Department of Housing and Urban Development and/or the Iowa Finance Authority with respect to processing any timely-filed applications by Developer for the Project.

Urban Renewal Area shall mean the area known as the West Broadway Urban Renewal Area.

Urban Renewal Plan means the West Broadway Urban Renewal Plan, as amended, approved in respect of the West Broadway Urban Renewal Area, described in the preambles hereof.

Urban Revitalization Plan means the Amended and Restated Consolidated Urban Revitalization Plan adopted by the City's City Council on April 1, 2024, as subsequently amended.

WE Roost, LLC TIF Account means a separate account within the West Broadway Urban Renewal Area Tax Increment Revenue Fund of City in which there shall be deposited Tax Increments received by City with respect to the Minimum Improvements and Development Property.

West Broadway Urban Renewal Tax Increment Revenue Fund means the special fund of City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City

only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

d. The City owns the Development Property in fee title, subject to encumbrances of record, and the conveyance of the Development Property from the City to the Developer, as provided for in this Agreement and any other documents, instruments and agreements now or hereafter to be executed and delivered by the City pursuant to this Agreement are within the power of the City and have been duly authorized by all necessary or proper action.

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

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

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

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

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

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

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



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

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

i. Developer expects that, barring Unavoidable Delays and subject to the provisions of Section 4.3, construction of the Minimum Improvements shall commence (evidenced by the issuance of building permits) on or before June 30, 2026 and shall be completed on or before December 31, 2027.

j. Developer anticipates that the construction of the Minimum Improvements will require a total investment of approximately \$18,000,000.

### ARTICLE III. SALE AND PURCHASE OF DEVELOPMENT PROPERTY

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

a. Developer has been approved to receive Workforce Housing Tax Credits and/or Brownfield/Grayfield Tax Credits for the Project from the Iowa Finance Authority; and

b. Developer is in material compliance with all terms of this Agreement; and

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

Section 3.2. Transfer of Development Property. For the purchase price of \$415,000 (the "Purchase Price") and other consideration, including the obligations being assumed by Developer under this Agreement, City agrees to sell, and Developer agrees to purchase, the Development Property, including all improvements, streets, alleys, rights-of-way and appurtenances thereto, subject to easements and appurtenant servient estates and any zoning and other ordinances and further subject to the Reversionary Right described in Section 3.12. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by City pursuant the Iowa Code. The Purchase Price shall be financed by City and payable by Developer in the form of the Forgivable Loan from City to Developer, as detailed in Section 3.3. Developer shall not be required to issue payment to City for the

Purchase Price of the Development Property prior to transfer of the Development Property but shall instead execute the Promissory Note as described below.

Section 3.3. Forgivable Loan for Purchase Price; Promissory Note and City Mortgage.

a. Forgivable Loan. For and in consideration of the obligations being assumed by Developer hereunder, City agrees to make a forgivable loan to Developer in the amount of Four Hundred Fifteen Thousand Dollars (\$415,000) (the “Forgivable Loan”) at Closing to be used for the purpose of paying the Purchase Price, subject to the following terms and conditions:

- i. City and Developer shall have executed this Agreement;
- ii. Developer shall have executed a promissory note in an amount equal to the amount of the Forgivable Loan, in the form attached as Exhibit D (the “Promissory Note”), and the mortgage in favor of the City in the form attached as Exhibit E (the “City Mortgage”); and
- iii. No Event of Default under this Agreement shall have occurred and be continuing past applicable cure periods.

b. Forgiveness of Forgivable Loan. The Forgivable Loan shall be forgiven over a period of ten (10) years, with one-tenth (1/10) of the initial Forgivable Loan amount forgiven annually, beginning on the first anniversary of the issuance of a final Certificate of Occupancy for the entirety of the Minimum Improvements and continuing on each subsequent anniversary date, subject to and conditioned upon satisfaction of the following conditions:

- i. Developer’s completion of construction of the Minimum Improvements by the deadline established under the provisions of Section 4.3, subject to Unavoidable Delays, consistent with this Agreement;
- ii. Developer shall have timely paid all property taxes that are due and owing on the Development Property as of the date such property taxes became delinquent;
- iii. Developer shall be leasing the Minimum Improvements consistent with the requirements of Section 6.6 and shall be submitted appropriate documentation verifying compliance with Section 6.6’s obligations in connection with the Annual Certification required under Section 6.7; and
- iv. No Event of Default under this Agreement, or the State Agreement shall have occurred, subject to applicable cure periods.

Upon occurrence of an Event of Default that is not cured in the 30-day period provided for in Section 10.1, if the Forgivable Loan has not yet been forgiven and the Promissory Note has not yet been cancelled, in addition to all other remedies available to City in Section 10.2, City may immediately demand repayment of the Forgivable Loan and the entirety of the then-outstanding balance of the Promissory Note will become immediately due and payable thirty (30) days after City gives written notice to Developer of such demand for repayment. In the event City accelerates the debt secured by the Promissory Note as provided above, and Developer fully and timely satisfies repayment of such debt,

Developer shall retain fee simple title to the Development Property without further obligation under the Promissory Note, Forgivable Loan or this Agreement. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due.

c. Promissory Note. The Promissory Note shall be terminated and cancelled upon forgiveness of the Forgivable Loan. Should the Developer fail to qualify for forgiveness of the Forgivable Loan in whole, the entirety of the then-outstanding balance of the Promissory Note will become immediately due and payable thirty (30) days after City gives written notice to Developer of such failure to qualify for loan forgiveness. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due. Following Developer's full satisfaction of the Promissory Note, City shall provide, within thirty (30) days upon receipt of the written request of Developer, an instrument executed by City evidencing termination and cancellation of the Forgivable Loan and Promissory Note. In the event City accelerates the debt secured by the Promissory Note as provided above, and Developer fully and timely satisfies repayment of such debt, Developer shall retain fee simple title to the Development Property without further obligation under the Promissory Note, Forgivable Loan or this Agreement.

d. City Mortgage. As security for the repayment of the Loan, Developer shall execute the City Mortgage and shall pay the costs of recording the City Mortgage against the Development Property. Furthermore, Developer shall obtain subordination agreements from any holders of mortgages or liens preceding the City Mortgage, excluding up to one mortgage or lien related to Developer's construction and permanent financing for the Project, such that the City Mortgage shall be in a position of second priority on the Development Property. The City shall provide all subordination agreements required by the first lienholder, with respect to the single permitted first-priority mortgage or lien related to Developer's construction and permanent financing for the Project. Upon (i) forgiveness in full of the Forgivable Loan or (ii) the City's receipt of full repayment of the Forgivable Loan (or repayment of the amount of the Forgivable Loan that has not previously been forgiven), the City shall execute and provide to the Developer a recordable release and termination of the City Mortgage.

#### Section 3.4. Due Diligence Period; Closing.

a. Within one hundred twenty (120) days after the Commencement Date, Developer may, at its sole cost and expense, conduct due diligence to assess the legal and physical condition of the Development Property, including without limitation, conducting physical inspections and environmental studies on the Development Property, procuring a title report or commitment for the Development Property, and procuring a survey of the Development Property. If such due diligence reveals, in Developer's sole and absolute discretion, conditions that inhibit Developer's ability to construct the Project or carry out its obligations under this Agreement, Developer shall provide written notice to City detailing such conditions. Within fifteen (15) days after receipt of such written notice, City shall respond via written notice to Developer whether and how such conditions can be cured prior to Closing. If any such conditions cannot be cured prior to Closing, or if the actions required to cure such conditions are unduly burdensome, costly or time-intensive, in Developer's sole and absolute discretion, Developer may terminate this Agreement via written notice to City without further rights, liabilities or obligations of City or Developer under this Agreement.

b. City's obligation to transfer title of the Development Property to Developer, and Developer's obligation to pay the Purchase Price to City, upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, shall occur on or before October

1, 2025 (the “Closing Date”). Possession of the Development Property (“Possession”) shall be delivered to Developer on the Closing Date. Any adjustments of rent, insurance, taxes, interest, and all charges attributable to City’s possession shall be made as of the date of Possession. Developer shall pay the Purchase Price to City by executing the Promissory Note (subject to prorations, reductions, and credits as provided below). The transfer shall be considered closed upon the delivery to Developer of a duly executed special warranty deed for the Development Property, the filing of all title transfer documents, and City’s receipt of the executed Promissory Note and City Mortgage (“Closing”). All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 3.5. Real Estate Taxes and Special Assessments.

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

b. All special assessments, if any, assessed post-Closing shall be paid by Developer.

Section 3.6. Risk of Loss and Insurance. City shall bear the risk of loss or damage to the Development Property prior to Closing, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. City agrees to maintain existing insurance, if any, and Developer may purchase additional insurance on the Development Property prior to Closing, in Developer’s discretion. In the event of substantial damage or destruction prior to the Closing, City shall have the option of using insurance proceeds to repair the Development Property such that this Agreement shall continue, subject to Unavoidable Delays, and Developer shall complete the Closing, provided that such insurance proceeds are sufficient to reconstruct and return the Development Property to a condition substantially similar to that prior to the casualty event, excepting any improvements undertaken or caused by Developer on the Development Property prior to Closing. Developer shall bear the risk of loss or damage to: (i) any improvements undertaken or caused by Developer on the Development Property prior to Closing, and (ii) the Development Property after the Closing.

Section 3.7. Condition of Property; Care and Maintenance; Environmental Matters. Developer agrees to take the Development Property “As Is,” including with respect to environmental matters. Except as specifically set forth in this Agreement, City makes no warranties or representations as to the condition of the Development Property. City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer’s proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Notwithstanding anything herein to the contrary, Developer hereby waives all claims against City as to the condition of the Development Property. Developer agrees to indemnify, release, defend, and hold harmless the Indemnified Parties for all claims, damages, or costs relating to the Development Property that arise after the date of Closing. Such release shall not include claims, damages, costs or other liabilities that arise directly out of the gross negligence or willful misconduct of the Indemnified Parties.

Section 3.8. Abstract and Title. The City does not have an abstract of title for the Development Property. Developer, at Developer’s sole expense, may have an abstract of title for the Development Property created and may deliver it to Developer for examination. If Developer elects to have an abstract of title for the Development Property created, such abstract of title shall show merchantable title in City

in conformity with this Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa State Bar Association. Developer may, at its sole cost and expense, obtain title insurance on the Development Property for itself and/or its lenders.

Section 3.9. Survey and Platting. Developer may, at Developer's expense prior to Closing, have the Development Property surveyed and certified by a Registered Land Surveyor. Developer shall be responsible for all surveys and platting of the Development Property after Closing, if any.

Section 3.10. Certification. Developer and City each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

Section 3.11. Deed Restriction. Developer acknowledges and agrees that City is selling the Development Property to Developer on the condition that it be developed for the Minimum Improvements as described in this Agreement, in accordance with all terms of this Agreement. The deed used to convey the Development Property to the Developer shall include a use restriction that prohibits the Development Property from being used or developed for any purpose other than the Minimum Improvements described herein without City's written consent, until the Termination Date of this Agreement. If Developer violates such use restrictions, then City may obtain an appraisal of the fair market value of the Development Property at such time and, upon delivery of such appraisal to Developer, City may purchase the Development Property from Developer at the appraised amount, with closing of such transfer to occur no more than sixty (60) days after City delivers such appraisal to Developer. Developer shall take all reasonable steps to ensure City acquires marketable title to the Development Property at such closing, including without limitation, the execution of appropriate deeds and other documents.

Section 3.12 Reversionary Right.

a. As security for Developer's obligations related to construction of the Minimum Improvements, the City shall hold a right of reversion in the Development Property (the "Reversionary Right") until the Developer has commenced construction of the Minimum Improvements on the Development Property. Upon Developer's commencement of construction of the Minimum Improvements, evidenced by issuance of building permits for the Minimum Improvements, the City shall record a release of its Reversionary Right.

b. Prior to the release of the City's Reversionary Right, the City may exercise its Reversionary Right, in its reasonable discretion, if: (i) Developer has not commenced construction of the Minimum Improvements by the deadline set forth in this Agreement; provided, however, that the City and the Developer may agree in writing to amend or extend such deadline; or (ii) Developer otherwise commits an Event of Default, subject to any applicable cure periods, under this Agreement, as defined in Section 10.1. If one of the above conditions occurs, then the City shall automatically be entitled to exercise the

City's Reversionary Right to reacquire title to any portion of the Development Property that has not been released from the Reversionary Right.

c. To exercise the Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within sixty (60) days of the City providing notice to the Developer of an Event of Default under this Agreement, and record such notice with the County Recorder of deeds, in which case title to the entirety of the Development Property that has not been released from this Reversionary Right shall automatically revert to the City as of the date of the recording of the notice at no cost to the City. Upon request from the City, within sixty (60) days of the City's request, Developer shall obtain and record, at no cost to the City, releases of all mortgages or liens on the Development Property (excepting any portion of the Development Property that has been previously released from the Reversionary Right) and shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of its rights under this Section, including without limitation, the execution of appropriate deeds and other documents. Notwithstanding the foregoing, the City's Reversionary Right shall terminate automatically upon the Termination Date, except if the City has already begun the process to exercise its reversionary rights under this Section 3.12. This provision shall survive the Closing.

Section 3.13. Survival of Closing. All terms of this Agreement shall survive the Closing described in this Article III.

#### ARTICLE IV. CONSTRUCTION OF MINIMUM IMPROVEMENTS, TAXES AND PAYMENTS

Section 4.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$18,000,000. Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 4.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 4.2, which approval shall not be unreasonably withheld, delayed or conditioned. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate to provide for the construction of the Minimum Improvements and; and (v) no Event of Default under the terms of this Agreement has occurred and is continuing beyond any applicable cure period; provided, however, that any such approval of the Construction Plans pursuant to

this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and Minimum Improvements shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

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

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be commenced (evidenced by the issuance of building permits) by no later than June 30, 2026. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed by no later than December 31, 2027. Time lost as a result of Unavoidable Delays occurring prior to either of the foregoing dates shall be added to extend the respective date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

Notwithstanding the forgoing, the Developer may, one time, submit a written request to the City's Community Development Department seeking an up to a one-year extension of these deadlines. The Developer's written request must include a detailed explanation of the reason for the requested deadline extension. If, in their sole discretion, the Community Development Department determines that the requested extension is reasonable, then the Community Development Department may administratively approve up to a one-year extension of these deadlines, without further action by the City's City Council. If the Developer seeks to request an extension greater than one year and/or seeks to request an extension more than one time, then Developer must submit a written request to the City requesting an amendment to this Agreement to provide for such deadline extension(s).

Section 4.4. Certificate of Completion. Upon written request of the Developer after completion of the Minimum Improvements (as evidenced by the issuance of an occupancy permit for the Minimum Improvements), the City will furnish the Developer with a Certificate of Completion for the Minimum Improvements in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement solely with respect to the obligations of the Developer to construct the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of Section 4.4, the City shall, within twenty (20) calendar days after written request by the Developer, provide the

Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 4.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose nor shall it subject the City to any liability for the Development Property, Minimum Improvements, or Infrastructure Improvements as constructed.

Section 4.5. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes.

Developer and its permitted successors and assigns agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. Except as permitted by Section 8.1 of this Agreement, they will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date.

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

## ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.



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

i. Builder's risk insurance, written on the so-called "Builder's Risk- Completed Value Basis," in an amount equal to one hundred percent (90%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, members, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City, which consent shall not be unreasonably withheld, delayed or conditioned. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

## ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions, based upon Developer's reasonable judgment.

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

Section 6.3. Compliance with Laws. Developer will comply with all State, federal and local laws, rules and regulations relating to the Development Property, Minimum Improvements, and this Project.

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

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

Section 6.6. LMI Housing Units. The Minimum Improvements are being constructed with the expectation that at least 51% of the included Housing Units will qualify as LMI Housing Units for at least ten (10) years following completion of the Minimum Improvements. To qualify as an LMI Housing Unit, Developer shall verify, at the time of move in, that the proposed tenant's household income qualifies as a Low or Moderate Income Family. Developer shall verify the tenant family's income according to U.S. Department of Housing and Urban Development (HUD)'s Technical Guide for Determining Income in effect at the time the income is verified. Notwithstanding anything to the contrary in the foregoing, the Developer shall rent the Housing Units constructed as part of the Project consistently with all requirements of the Workforce Housing Tax Credits Program, if the Developer is awarded incentives under such program. These rental restrictions shall be in effect from the Commencement Date through at least December 31, 2037.

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements owned by the Developer have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) certification of the number of housing units on the Development Property that have been rented as LMI Housing Units and copies of any written reports provided to the State under the State Agreement; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2028 and continuing through the Termination Date. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit F for form required for Developer's Annual Certification.

## ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Minimum Improvements, or this Agreement to any other party (except with respect to dedication of Infrastructure Improvements to the City or the sale of individual parcels or LMI Housing Units to homebuyers) unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall be given or withheld in the reasonable discretion of the City.

In the event that Developer wishes to assign this Agreement, including its rights and duties hereunder, Developer and transferee individual or entity shall request that the City and Developer consent to an amendment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the City and Developer consent in writing to an amendment of this Agreement authorizing the transfer, which consent shall be given or withheld in the reasonable discretion of the City.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability; provided, however, that the Developer may dedicate portions of the Development Property and Minimum Improvements to the City to be owned by the City as public infrastructure. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

## ARTICLE VIII. FINANCIAL INCENTIVES

### Section 8.1. Urban Revitalization Plan Tax Abatement.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Revitalization Plan, the City provides its consent, despite the Development Property being located within the Urban Renewal Area, for the Developer to apply for tax abatement, under the Urban Revitalization Plan, with respect to the Minimum Improvements, subject to the Developer being and remaining in compliance with the terms of this Agreement. The Developer acknowledges that the tax abatement/exemption schedule available under the Urban Revitalization Plan may be modified or limited due to changes in the Urban Revitalization Plan and/or changes in Iowa Code Chapter 404 (the Urban Revitalization Act). The actual tax abatement/exemption schedule that the Developer may receive for the Minimum Improvements shall be determined at the time of the Developer's application under the Urban Revitalization Plan.

b. The Developer agrees and acknowledges that the Developer is responsible for reading and understanding the terms and conditions set forth in the Urban Revitalization Plan and, furthermore, is responsible for timely submitting any applications for tax abatement under the Urban Revitalization Plan.

c. The Developer further acknowledges and agrees that the City will not provide additional financial incentives to the Developer for the Project described in this Agreement, unless additional financial incentives are agreed upon in the detailed terms and conditions of a written amendment to this Agreement that is approved by the City's City Council.

## ARTICLE IX. INDEMNIFICATION

### Section 9.1. Release and Indemnification Covenants.

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

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

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

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

Section 9.2. Indemnification for Related Agreements and Costs. Developer agrees to indemnify, defend, and hold harmless the Indemnified Parties from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the State Agreement due all or in part to Developer's failure to perform under the State Agreement. Furthermore, Developer agrees to indemnify City for any repayment of funds that City is required to make due all or in part to Developer's failure to perform under this Agreement and/or State Agreement, including but not limited to any repayment of grant funds which City expends in connection with the Project.

## ARTICLE X. DEFAULT AND REMEDIES

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

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

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

- a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;
- b. The City may terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City may enforce and pursue all remedies under the Promissory Note and/or City Mortgage; or
- e. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive and Liability Limitation. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. However, Developer's total monetary liability to the City under this Agreement, whether in contract, tort, or otherwise, shall in no event exceed the Purchase Price (\$415,000). Under no circumstances shall the Developer be liable to the City for any indirect, incidental, consequential, or punitive damages arising out of the obligations set forth in the terms of this Agreement, for the Project described herein.

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

## ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract,

or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

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

- a. In the case of Developer, is addressed or delivered personally to WE Roost, LLC at 5631 South 48<sup>th</sup> Street, Suite 220, Lincoln, NE 68516; Attn: Ben Kunz; and
- b. In the case of City, is addressed to or delivered personally to the City of Council Bluffs at City Hall, 209 Pearl Street, Council Bluffs, IA 51503, Attn: City Clerk;

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

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2039, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit B, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

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



Section 11.11. Reimbursement of City Costs. Developer shall pay to the City an amount equal to the actual costs incurred by the City, but not to exceed \$5,000, in connection with the negotiation, drafting and adoption of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Payment of such costs will be made by the Developer to the City within 30 days of the Agreement's Commencement Date.

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

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

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: \_\_\_\_\_  
Matt Walsh, Mayor

ATTEST:

By: \_\_\_\_\_  
Jodi Quakenbush, City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

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

WE ROOST, LLC,  
a Nebraska limited liability company

Title/Its: \_\_\_\_\_

This record acknowledged before me on \_\_\_\_\_, 2025 by Ben Kunz as the \_\_\_\_\_ of WE Roost, LLC.

My commission expires: \_\_\_\_\_

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EXHIBIT A  
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of a 2.54 acre multi-family development with no fewer than 85 Housing Units, and related site improvements, to be constructed by Developer on the Development Property, consistent with approved plats and plans, the Urban Renewal Plan, and the terms of the Agreement, including this Exhibit A and the diagrams in Exhibit A-1. At least 51% of the Housing Units shall qualify as LMI Housing Units.

For the avoidance of doubt, the proposed bike pump track depicted in Exhibit A-1 is not part of the Minimum Improvements.

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

EXHIBIT A-1  
SITE PLANS AND RENDERINGS OF MINIMUM IMPROVEMENTS



Exhibit A-2

Execution Version





Exhibit A-3





NORTH ELEVATION



WEST ELEVATION



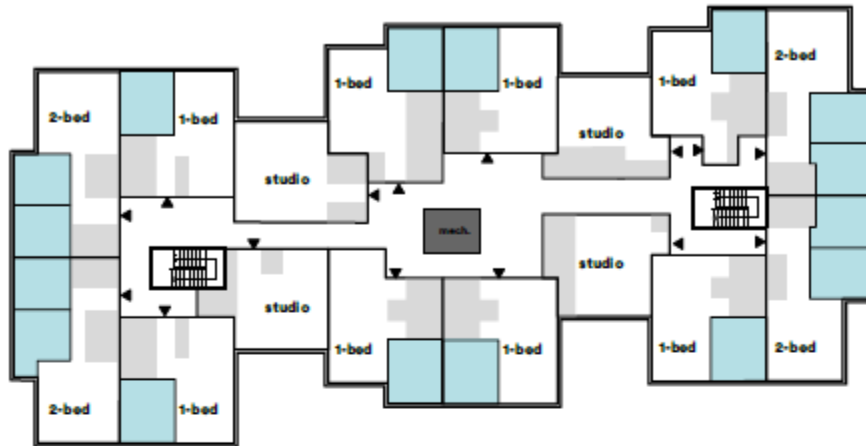
SOUTH ELEVATION



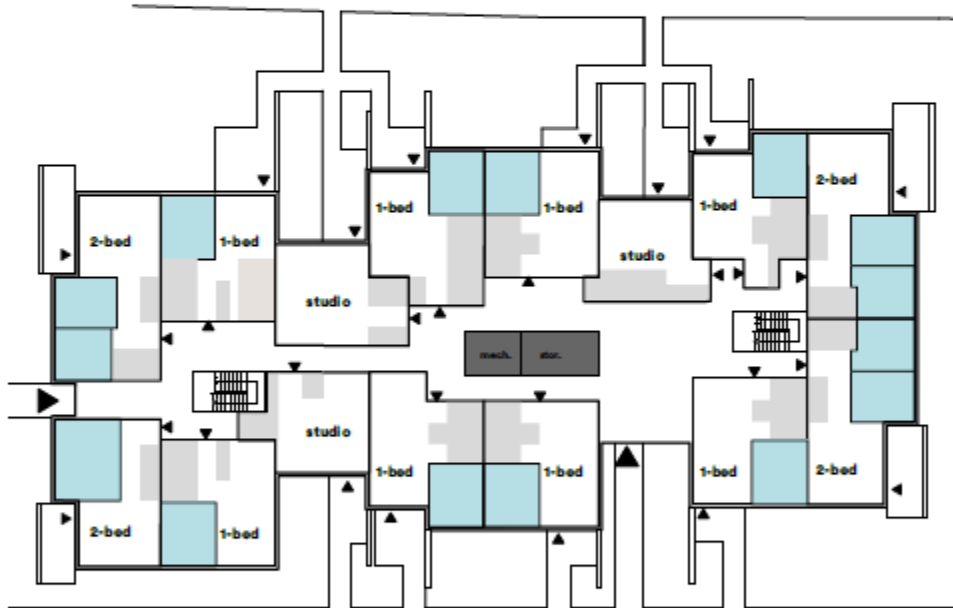
EAST ELEVATION

0 20 40 80  
SCALE: 1/32" = 1'-0"

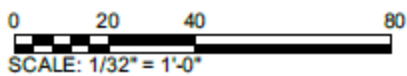
**47-Unit Multifamily**  
 Unit Count: 47 Units  
 Studios: 11  
 1-Bed: 24  
 2-Bed: 12



**2ND & 3RD FLOOR**



**FIRST FLOOR**



RFP - S. 28th St. & 2nd Ave. Floor Plan: 47 Unit Building

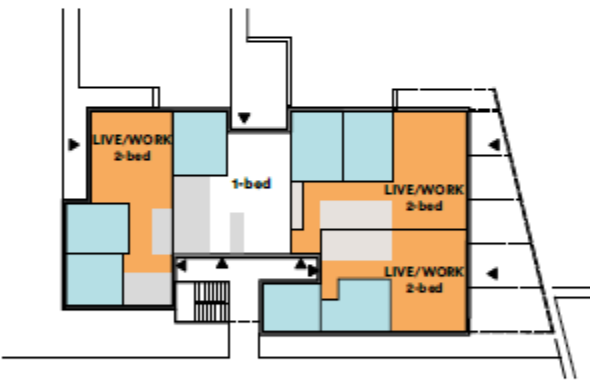




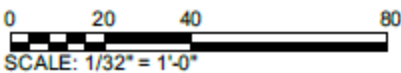
**12-Plex with LIVE/WORK units**  
 Unit Count: 12 Units  
 1-Bed: 3  
 2-Bed: 9 (3 with Flex Space)



2ND & 3RD FLOOR



FIRST FLOOR



RFP - S. 28th St. & 2nd Ave. Floor Plan: 8- and 12-Plex

**8-Plex**  
 Unit Count: 8 Units  
 1-Bed: 2  
 2-Bed: 6



2ND FLOOR



FIRST FLOOR



4-Plex (typical)  
 Unit Count (3 buildings): 12 Units  
 1-Bed: 6  
 2-Bed: 6



2ND & 3RD FLOOR

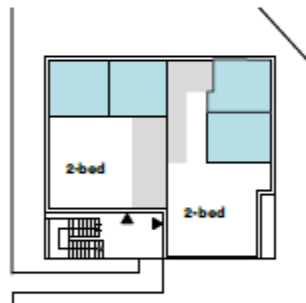


FIRST FLOOR

6-Plex  
 Unit Count: 6 Units  
 2-Bed: 6



2ND & 3RD FLOOR

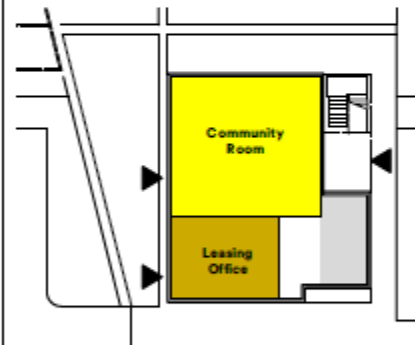


FIRST FLOOR

Community Room/Leasing with 4 Units  
 Unit Count: 4  
 2-Bed: 4



2ND & 3RD FLOOR



FIRST FLOOR

**Legend**

- Bedroom
- Bathrooms, Mech., Closets
- Unit Entry
- Main Entry

0 20 40 80  
 SCALE: 1/32" = 1'-0"

RFP - S. 28th St. & 2nd Ave. Floor Plan: 4- & 6-Plex



**EXHIBIT B**  
**MEMORANDUM OF PURCHASE, SALE, AND DEVELOPMENT AGREEMENT**

WHEREAS, the City of Council Bluffs, Iowa (“City”) and WE Roost, LLC, a Nebraska limited liability company (“Developer”), did on or about \_\_\_\_\_, 2025, make, execute, and deliver a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition,  
City of Council Bluffs, Pottawattamie County, Iowa.

(the “Development Property”); and

WHEREAS, the term of this Agreement shall commence on the date first set forth above and terminate on December 31, 2039, unless terminated earlier, as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

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

IN WITNESS WHEREOF, City and Developer have executed this Memorandum of Purchase, Sale, and Development Agreement as of \_\_\_\_\_, 2025.

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

CITY OF COUNCIL BLUFFS, IOWA

ATTEST:

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

---

Notary Public in and for the State of Iowa

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

WE ROOST, LLC, a Nebraska  
limited liability company

Title/Its: \_\_\_\_\_

This record acknowledged before me on \_\_\_\_\_, 2025 by Ben Kunz as the \_\_\_\_\_ of WE Roost, LLC.

My commission expires: \_\_\_\_\_

### Execution Version

**DRAFT – DO NOT SIGN UNTIL MINIMUM IMPROVEMENTS COMPLETED**

**EXHIBIT C**  
**CERTIFICATE OF COMPLETION**

WHEREAS, the City of Council Bluffs, Iowa (“City”) and WE Roost, LLC, a Nebraska limited liability company (“Developer”), did on or about \_\_\_\_\_, 2025, make, execute, and deliver a Purchase, Sale, and Development Agreement (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within City and as more particularly described as follows:

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition, City of Council Bluffs, Pottawattamie County, Iowa.

(the “Development Property”); and

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

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

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

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

*[Signature page follows]*

(SEAL)

## CITY OF COUNCIL BLUFFS, IOWA

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

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

Notary Public in and for the State of Iowa

*[Signature page to Certification of Completion]*



EXHIBIT D  
PROMISSORY NOTE

FOR VALUE RECEIVED, WE ROOST, LLC (the “Borrower”) agrees and promises to pay to the order of the CITY OF COUNCIL BLUFFS, IOWA (the “Lender”) the sum of \$415,000, which is the total amount of the Forgivable Loan as defined in that certain Purchase, Sale, and Development Agreement between the Lender and the Borrower dated \_\_\_\_\_, 2025 (the “Agreement”). The following are the terms of this Promissory Note (the “Note”).

1. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Agreement, unless this Note is forgiven or cancelled pursuant to the terms of the Agreement. If Lender does not forgive or cancel this Note, or if Borrower has not repaid the amount of the principal or the portion due and owing, as defined by the Agreement, or if Borrower defaults under any term or condition of the Agreement, then Borrower will be in Default and subject to the consequences for Default in Paragraph 3 of this Note and the Agreement.

2. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Note.

3. Any default under the Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Note with interest accruing at an annual rate of 4% beginning 30 days following City’s demand for payment until paid in full. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Note.

4. If this Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender’s exercise of any or all of its rights and remedies under this Note, including, without limitation, court costs, and attorneys’ fees.

5. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

6. The obligations of the Borrower under the terms of this Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender’s successors-in-interest, legal representatives, and assigns.

7. This Note is also subject to the terms and conditions of the Agreement.

**IMPORTANT: READ BEFORE SIGNING: The terms of this Note and the Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises**

**not contained may be legally enforced. You may change the terms of this Note only by another written agreement.**

Dated as of \_\_\_\_\_, 2025.

**BORROWER:**

WE ROOST, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_

Print Name: Ben Kunz

Title/Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This record acknowledged before me on \_\_\_\_\_, 2025 by Ben Kunz as the \_\_\_\_\_ of WE Roost, LLC.

Notary Public in and for said state

My commission expires: \_\_\_\_\_

*[Signature Page to Promissory Note]*

EXHIBIT E  
CITY MORTGAGE

**THIS MORTGAGE** (“Mortgage”) is made between WE ROOST, LLC, a Nebraska limited liability company (“Mortgagor”) and the CITY OF COUNCIL BLUFFS, IOWA, a municipality (“Mortgagee”).

**RECITALS**

**WHEREAS**, the Mortgagor and Mortgagee did on or as of \_\_\_\_\_, 2025, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), a copy of which is on file at City Hall of the Mortgagee, wherein and whereby Mortgagor agreed, in accordance with the terms of the Agreement, to develop certain real property, legally described as follows:

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition, City of Council Bluffs, Pottawattamie County, Iowa.

(the “Development Property”); and

**WHEREAS**, the Agreement requires the Mortgagor to provide this Mortgage to secure a Forgivable Loan of \$415,000 (the “Loan”) to be paid by Mortgagee to Mortgagor under the terms of the Agreement; and

**WHEREAS**, this Mortgage is given pursuant to the Agreement, and payment, fulfillment, and performance by Mortgagor of its obligations thereunder are secured hereby, and each and every term and provision of the Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations, and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Mortgage.

**NOW, THEREFORE**, in consideration of the terms of the Agreement, this Mortgage is given to secure the amount of FOUR HUNDRED FIFTEEN THOUSAND AND 00/100 DOLLARS (\$415,000.00) during the term of the Agreement as follows:

1. **Grant of Mortgage and Security Interest.** Mortgagor hereby sells, conveys and mortgages unto Mortgagee, and grants a security interest to Mortgagee in the following described property:

a. **Land and Buildings.** All of Mortgagor’s right, title and interest in and to the Development Property, as legally described above and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Development Property, including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Development Property.

b. **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Development Property or Buildings. whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all

proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the “Personal Property”).

c. **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Development Property, Buildings and Personal Property, or any part thereof (the “Revenues and Income”).

TO HAVE AND TO HOLD the Development Property, Buildings, Personal Property and Revenues and Income (collectively called the “Mortgaged Property”), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

2. **Obligations.** This Mortgage secures the following (hereinafter collectively referred to as the “Obligations”):

a. The repayment of the Loan under the terms of the Agreement; and

b. All other obligations of Mortgagor to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

3. **Representations and Warranties of Mortgagor.** Mortgagor represents, warrants and covenants to Mortgagee that (i) Mortgagor holds clear title to the Mortgaged Property and title in fee simple in the Development Property; (ii) Mortgagor has the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagor will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land; and (vi) Mortgagor is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

4. **Payment and Performance of the Obligations.** Mortgagor will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagor under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

5. **Taxes.** Mortgagor shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without

notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.

6. **Liens.** Mortgagor shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

7. **Compliance with Laws.** Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

8. **Permitted Contests.** Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as Mortgagor shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent: (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. **Care of Property.** Mortgagor shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage.

10. **Insurance.** Mortgagor, at its sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Development Property in accordance with the terms of the Agreement. If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

11. **Inspection.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagor shall in no way rely or claim reliance thereon.

12. **Fixture Filing.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagor as set forth in paragraph 18 herein

and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 18 herein.

13. **Events of Default.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

a. Mortgagor shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.

b. Mortgagor shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagor under the United States Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

d. An event of default shall occur under the Agreement, or under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

14. **Acceleration; Foreclosure.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

b. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

15. **Redemption.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be

consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or his successors in interest in such action. If the redemption period is so reduced, Mortgagor or his successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

16. **Attorneys' Fees.** Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

17. **Forbearance not a Waiver, Rights and Remedies Cumulative.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

18. **Notices.** All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

- a. In the case of Mortgagor, is addressed or delivered personally to WE Roost, LLC at 5631 South 48th Street, Suite 220, Lincoln, NE 68516; Attn: Ben Kunz; and
- b. In the case of the Mortgagee, is addressed to or delivered personally to the City of Council Bluffs, Iowa at City Hall, 209 Pearl Street, Council Bluffs, IA 51503, Attn: City Clerk;

or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

19. **Severability.** In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of

this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

20. **Further Assurances.** At any time and from time to time until payment in full of the Obligations, Mortgagor will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements, and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagor secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagor to Mortgagee.

21. **Successors and Assigns bound; Number; Gender; Agents; Captions.** The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

22. **Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

Dated as of \_\_\_\_\_, 2025.

**BORROWER:**  
WE ROOST, LLC,  
a Nebraska limited liability company

By: \_\_\_\_\_  
Ben Kunz

Title/Its: \_\_\_\_\_

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ )) ss

This record acknowledged before me on \_\_\_\_\_, 2025 by Ben Kunz as the  
\_\_\_\_\_ of WE Roost, LLC.

\_\_\_\_\_  
Notary Public in and for said state

My commission expires: \_\_\_\_\_





**(One publication required)**

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA,  
ON THE MATTER OF THE PROPOSAL TO ENTER INTO A  
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT  
WITH WE ROOST, LLC, AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing before itself at its meeting that commences at 7:00 P.M. on May 19, 2025, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Purchase, Sale, and Development Agreement (the "Agreement") with WE Roost, LLC (the "Developer"), and the proposal to convey certain real property (the "Development Property") located within the West Broadway Urban Renewal Area to the Developer, pursuant to the terms and conditions of the Agreement. The Development Property is legally described as:

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition,  
City of Council Bluffs, Pottawattamie County, Iowa.

The Agreement proposes that the City would sell the Development Property to Developer for \$415,000 and in consideration of Developer's other obligations set forth in the Agreement, including that the Development Property will be used to construct Minimum Improvements comprised of approximately 85 multi-residential housing units (of which at least 51% would be rented as LMI Housing Units), and related site improvements, subject to the detailed terms and conditions set forth in the Agreement.

The Agreement further provides that the City would provide the Developer with a forgivable loan in the amount of \$415,000 to finance the Developer's purchase of the Development Property, which forgivable loan would be forgiven over a period of 10 years. The Developer would be required to provide a promissory note to the City and a mortgage on the Development Property to the City securing the amount of the forgivable loan.

Pursuant to the terms and conditions set forth in the Agreement, the Agreement would permit the Developer to apply for tax abatement with respect to the Minimum Improvements under the City's Consolidated Urban Revitalization Plan.

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

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

This notice is given by order of the City Council of the City of Council Bluffs in the State of Iowa, as provided by Section 364.6, Code of Iowa.

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

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

(End of Notice)

4913-1169-3372-1\10342-207

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

# NOTICE OF PUBLIC HEARING

\_\_\_\_\_, 2025.

WITNESS my official signature at Council Bluffs, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

**Resolution 25-122**

**ITEM TO INCLUDE ON AGENDA**

**CITY OF COUNCIL BLUFFS, IOWA**

May 5, 2025

7:00 P.M.

West Broadway Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Purchase, Sale, and Development Agreement with WE Roost, LLC.

**IMPORTANT INFORMATION**

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

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

May 5, 2025

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

Disalvo, Gorman, Peterson, Sandau and Shudak

Absent: none

Vacant: n/a

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH WE ROOST, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION NO. 25-122

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON  
THE PROPOSAL TO ENTER INTO A PURCHASE, SALE, AND  
DEVELOPMENT AGREEMENT WITH WE ROOST, LLC, AND  
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 87-570, adopted December 14, 1987, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Broadway Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the West Broadway Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, the Plan has subsequently been amended, lastly by a 2024 Amendment to the Plan adopted by Resolution No. 24-310 on November 4, 2024; and

WHEREAS, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of the objectives of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter, and it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, by Resolutions No. 24-239 and 24-240, both adopted on September 9, 2024, this Council approved a Request for Proposals related to the purchase and development of certain real property owned by the City and located in the Urban Renewal Area, legally described as follows (the "Development Property"):

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition,  
City of Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, the Request for Proposals called for the development of the Development Property into multi-family or mixed-use housing and set forth minimum requirements for proposals to develop the Development Property and evaluation criteria for such proposals; and

WHEREAS, the Council determined that the minimum development requirements, competitive criteria, and procedures set forth in the Request for Proposals were "reasonable competitive bidding procedures" in substantial conformance with the provisions of Iowa Code Section 403.8; and directed that notice of the City's intention to accept proposals for the sale and redevelopment of the Development Property in accordance with the procedures set forth in the Request for Proposals be published; and

WHEREAS, notice of the City's intention to accept proposals for the sale and redevelopment of the Development Property in accordance with the procedures set forth in the Request for Proposals was duly published in The Daily Nonpareil, a legal newspaper published at least once weekly and having general circulation in said City, in conformance with Iowa Code Section 362.3; and

WHEREAS, on November 18, 2024, by Resolution 24-327, the City Council declared its intent to accept a proposal from Hoppe Development to acquire and redevelop the Development Property subject to the parties negotiating a purchase, sale and development agreement related thereto; and

WHEREAS, the City has subsequently negotiated a proposed Purchase, Sale, and Development Agreement (the "Agreement") by and between the City and WE Roost, LLC (an entity related to Hoppe Development) (the "Developer"), pursuant to which, among other things, the City would agree to sell the Development Property to Developer for a purchase price of \$415,000.00 and in consideration of Developer's other obligations under the Agreement, which other obligations include the construction of at least 85 housing units (part of the "Minimum Improvements"), of which at least 51% would be rented as LMI Housing Units, as further described in the terms and conditions set forth in the Agreement; and

WHEREAS, the Agreement provides that the City will provide the Developer with a forgivable loan in the amount of \$415,000 to finance the Developer's purchase of the Development Property (the "Forgivable Loan"), which Forgivable Loan would be forgiven over a period of 10 years, subject to terms and conditions set forth in the Agreement; and

WHEREAS, the Agreement would require the Developer to provide a promissory note to the City and a mortgage on the Development Property to the City, as security for the amount of the Forgivable Loan; and

WHEREAS, pursuant to the terms and conditions set forth in the Agreement, the City Council would provide its consent for the Developer to apply for tax abatement with respect to the Minimum Improvements under the City's Consolidated Urban Revitalization Plan; and

WHEREAS, this Council has determined that the purchase of the Development Property for \$415,000.00, when combined with the redevelopment obligations of the Developer under the Agreement's terms and conditions, offers fair value for the Development Property, in accordance with Iowa Code Section 403.8; and

WHEREAS, to comply with the procedural requirements of Iowa Code Chapter 403 and other Iowa Code provisions, pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action on the Agreement and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M. on May 19, 2025, for the purpose of taking action on the matter of the proposal to enter into a Purchase, Sale, and Development Agreement with WE Roost, LLC.



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

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

**(One publication required)**

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA,  
ON THE MATTER OF THE PROPOSAL TO ENTER INTO A  
PURCHASE, SALE, AND DEVELOPMENT AGREEMENT  
WITH WE ROOST, LLC, AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing before itself at its meeting that commences at 7:00 P.M. on May 19, 2025, in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Purchase, Sale, and Development Agreement (the "Agreement") with WE Roost, LLC (the "Developer"), and the proposal to convey certain real property (the "Development Property") located within the West Broadway Urban Renewal Area to the Developer, pursuant to the terms and conditions of the Agreement. The Development Property is legally described as:

Lots 1 through 16, Block 12 and all the vacated alley, Bryant and Clark Addition,  
City of Council Bluffs, Pottawattamie County, Iowa.

The Agreement proposes that the City would sell the Development Property to Developer for \$415,000 and in consideration of Developer's other obligations set forth in the Agreement, including that the Development Property will be used to construct Minimum Improvements comprised of approximately 85 multi-residential housing units (of which at least 51% would be rented as LMI Housing Units), and related site improvements, subject to the detailed terms and conditions set forth in the Agreement.

The Agreement further provides that the City would provide the Developer with a forgivable loan in the amount of \$415,000 to finance the Developer's purchase of the Development Property, which forgivable loan would be forgiven over a period of 10 years. The Developer would be required to provide a promissory note to the City and a mortgage on the Development Property to the City securing the amount of the forgivable loan.

Pursuant to the terms and conditions set forth in the Agreement, the Agreement would permit the Developer to apply for tax abatement with respect to the Minimum Improvements under the City's Consolidated Urban Revitalization Plan.

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

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

This notice is given by order of the City Council of the City of Council Bluffs in the State of Iowa, as provided by Section 364.6, Code of Iowa.

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

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

(End of Notice)

PASSED AND APPROVED this 5<sup>th</sup> day of May, 2025.

---

Mayor

ATTEST:

---

Deputy City Clerk

STATE OF IOWA )  
 ) SS  
COUNTY OF POTTAWATTAMIE )

WITNESS my hand and the seal of the Council hereto affixed this 6<sup>th</sup> day of May, 2025.

(SEAL)

150

Council Communication

Department: City Clerk

Case/Project No.:

Submitted by:

Claims  
ITEM 3.G.

Council Action: 5/5/2025

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
<a href="#">Claims</a>	Other	4/28/2025

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

CITY CLAIM NO. 25-PW-2292

### NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Russell Bothwell DAY PHONE: [REDACTED]  
ADDRESS: [REDACTED]

DATE & TIME OF LOSS/ACCIDENT: \_\_\_\_\_

LOCATION OF LOSS/ACCIDENT: 529 Oakland Ave

DESCRIPTION OF LOSS/ACCIDENT: City truck hit my parked car.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 5,406.26

WITNESS(ES) (Name(s), Address(es), Phone No(s)) \_\_\_\_\_

WAS POLICE REPORT FILED ☒ YES \_\_\_\_\_ NO

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

HAVE YOU RESUMED NORMAL ACTIVITIES? ☒ YES \_\_\_\_\_ NO

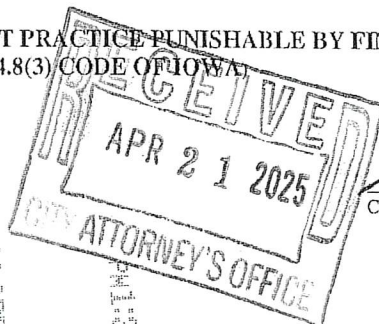
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION: \_\_\_\_\_

LIST INSURANCE PROVIDER AND COVERAGE: [REDACTED]

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

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

4-8-25  
DATE



[Signature]  
CLAIMANT'S SIGNATURE

CLERK

21 APR 25

4-8-25

Action by Council:

Receive & File:

Date: 5-5-25

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

CITY CLAIM NO. 25-PW-2293

### NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: William Johnson

DAY PHONE: [REDACTED]

ADDRESS: [REDACTED]

DOB: \_\_\_\_\_

DATE & TIME OF LOSS/ACCIDENT: 4-14-25 10:00 A.M.

LOCATION OF LOSS/ACCIDENT: Southbound left turn lane onto 16<sup>th</sup> Ave & So Expressway

DESCRIPTION OF LOSS/ACCIDENT: Hit pot hole did damage to Car

Geo Struts, Stabilizer Bar, Control Arm & Tire

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$

10,356.61

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

Honest Auto - Larry Large came & Towed  
the car to his shop. 712-256-8699

WAS POLICE REPORT FILED ☐ YES ☒ NO

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

HAVE YOU RESUMED NORMAL ACTIVITIES? ☒ YES ☐ NO

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

LIST INSURANCE PROVIDER AND COVERAGE:

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

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

DATE

4-15-25

CLERK

21 APR 25

PM 1:34

CLAIMANT'S SIGNATURE

William C Johnson  
William C Johnson

Receive & File:

Date:

5-5-25



**Council Communication**

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

National Travel and Tourism Week  
ITEM 4.A.

Council Action: 5/5/2025

**Description**

**Background/Discussion**

**Recommendation**

**ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">National Travel and Tourism Week</a>	Proclamation	4/25/2025

# City of Council Bluffs Iowa

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

**WHEREAS** the travel industry is essential to the success of every industry and will continue to be a critical part of Council Bluffs' and Pottawattamie County's economy, development, and workforce, being at the crossroads of Interstates 80 and 29.

**WHEREAS** travel is an economic powerhouse for every state and destination across the country, with an economic output of \$2.9 trillion, supporting 15 million American jobs, and generating \$89 billion in state and local tax revenue in 2024, according to the US Travel Association.

**WHEREAS** the City of Council Bluffs collected more than \$3.466 million in hotel/motel taxes, a record amount in fiscal year 2024 that covered services benefiting local residents.

**WHEREAS** Pottawattamie County realized \$336.24 million in direct spending by travelers in 2023 according to Tourism Economics – the sixth highest of Iowa's 99 counties and part of the state's \$7.3 billion in direct traveler spending that in turn supported small businesses which account for more than 60 percent of leisure and hospitality employment.

**WHEREAS** travel is an essential industry, and we must continue to communicate that growing travel leads to economic growth, benefits both small and large businesses, produces city hotel/motel tax and local sales tax revenue, and fosters mutual understanding by connecting the nation.


**NOW, THEREFORE, I,** Matthew J. Walsh, Mayor of the City of Council Bluffs, do hereby proclaim May 4-10, 2025, as

### NATIONAL TRAVEL AND TOURISM WEEK

in the City of Council Bluffs, Iowa and urge the city's citizens to join me in recognizing the essential role this industry plays in Council Bluffs. *Simply put – Travel means business.*



**WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Council Bluffs, Iowa to be affixed this 5th day of May, in the year Two Thousand Twenty-Five.**

  
Matthew J. Walsh, Mayor

**Council Communication**

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

Celebrate CB Week  
ITEM 4.B.

Council Action: 5/5/2025

Description

Background/Discussion

Recommendation

**ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Celebrate CB Week</a>	Proclamation	4/25/2025

# City of Council Bluffs Iowa

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

**WHEREAS,** In 1971, the first Council Bluffs Community Pride Parade was launched to promote unwavering pride in our city and to foster a stronger community spirit, encouraging greater civic involvement; and

**WHEREAS,** Council Bluffs is a vibrant and robust community, thanks to the tireless efforts of our city officials, departments, businesses, churches, schools, organizations, and citizens; and

**WHEREAS,** the upcoming Celebrate CB Week comprises an exciting lineup of events, featuring old and new favorites like a week-long Scavenger Hunt, Clean Sweep, Farmers Market Council Bluffs, and the Celebrate CB Parade; and

**WHEREAS,** these events are made possible by the generous support of our sponsors and partners, who have demonstrated their commitment to our community and its residents.

**NOW, THEREFORE, I,** Matthew J. Walsh, Mayor of the City of Council Bluffs, Iowa do hereby proclaim May 5th – May 11th, 2025 as

## CELEBRATE CB WEEK

### “CB Eras”

in the City of Council Bluffs, Iowa and I encourage all residents to participate in these events and celebrate our community's achievements.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Council Bluffs, Iowa to be affixed this 5th day of May, in the year Two Thousand Twenty-Five.

  
Matthew J. Walsh, Mayor

## Council Communication

Department: City Clerk  
Case/Project No.: PR-25-001  
Submitted by: Christopher Gibbons, AICP,  
Planning and Code Compliance Manager

Ordinance 6645  
ITEM 5.A.

Council Action: 5/5/2025

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

### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Staff Report</a>	Staff Report	4/10/2025
<a href="#">Attachment A: Letter of Intent and ‘The Upper Room’ Program Information</a>	Letter	4/10/2025
<a href="#">Attachment B: Location/zoning map</a>	Map	4/10/2025
<a href="#">Attachment C: Amber and Ross Miller opposition email</a>	Other	4/10/2025
<a href="#">Attachment D: Amber Dobbs opposition email</a>	Other	4/10/2025
<a href="#">Attachment E: Nikki Ferguson support email</a>	Other	4/10/2025
<a href="#">Attachment F: Existing site condition photographs</a>	Other	4/10/2025
<a href="#">Exhibit A: Letters of support submitted by the applicant at the April 8, 2025 Planning Commission meeting</a>	Letter	4/10/2025
<a href="#">Notice of Public Hearing</a>	Notice	4/10/2025
<a href="#">Ordinance 6645</a>	Ordinance	4/16/2025

### City Council Communication

<p>Department: Community Development</p> <p>CASE #PR-25-001</p> <p>Applicant/Property Owner: Heidi Mazel 12618 Polo Place Broomfield, CO 80020</p> <p>Representative: Gabrielle (Gabby) Dowdy 1003 High Street Council Bluffs, IA 51503</p>	<p>Ordinance No. _____</p> <p>Resolution No. _____</p>	<p><u>City Council</u></p> <p>1<sup>st</sup> Consideration: 4/21/2025 2<sup>nd</sup> Consideration: 5/5/2025 3<sup>rd</sup> Consideration: 5/19/2025</p> <p>Planning Commission: 4/08/2025</p>
<b>Subject/Title</b>		
<p><b>Request:</b> Public hearing on the request of Heidi Mazel, represented by Gabrielle Dowdy, to append a PR-2/Planned Residential Overlay and to adopt the associated development plan for a 'boarding, lodging, rooming house' on property legally described as the West 110 feet of Lot 1, Block 5, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa.</p> <p><b>Location:</b> 1003 High Street, Council Bluffs, Iowa 51503</p>		
<b>Background/Discussion</b>		
<p>The Community Development Department has received an application from Heidi Mazel, represented by Gabrielle Dowdy, to append a PR-2/Planned Residential Overlay onto property located at 1003 High Street and legally described as the west 110 feet of Lot 1, Block 5, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated development plan. The applicant operates a non-profit organization (The Upper Room) that provides structured support services and housing for single women and women with children who have experienced domestic violence, sexual exploitation, homelessness, and/or addictions. Per the applicant's letter of intent, a maximum of four women (with or without children) will live at 1003 High Street for six-months to two years and will commit to 'The Upper Room's' faith based programming and therapeutic environment. There will be one on-site staff member who will help the program participants accomplish their short-term and long-term goals relative to building life-skills, healthy habits, parenting, and mentorship. A full description of 'The Upper Room' program is included with this report as Attachment 'A'.</p> <p>The applicant is requesting approval to append a PR-2/Planned Residential Overlay to the subject property so that they can convert the property from a single-family residential dwelling into a four-unit 'boarding, lodging, rooming house'. The property is zoned R-3/Low Density Multifamily Residential District, which allows a 'boarding/rooming/lodging house' as a permitted use. However, as the site is only 7,480 square feet as opposed to the minimum 7,500 square feet required for a multi-family structure in the R-3 District, the applicant is requesting to append a PR-2 Overlay and to adopt an associated development plan to allow the proposed use at the subject property, with a non-conforming lot size for a multi-family structure.</p>		



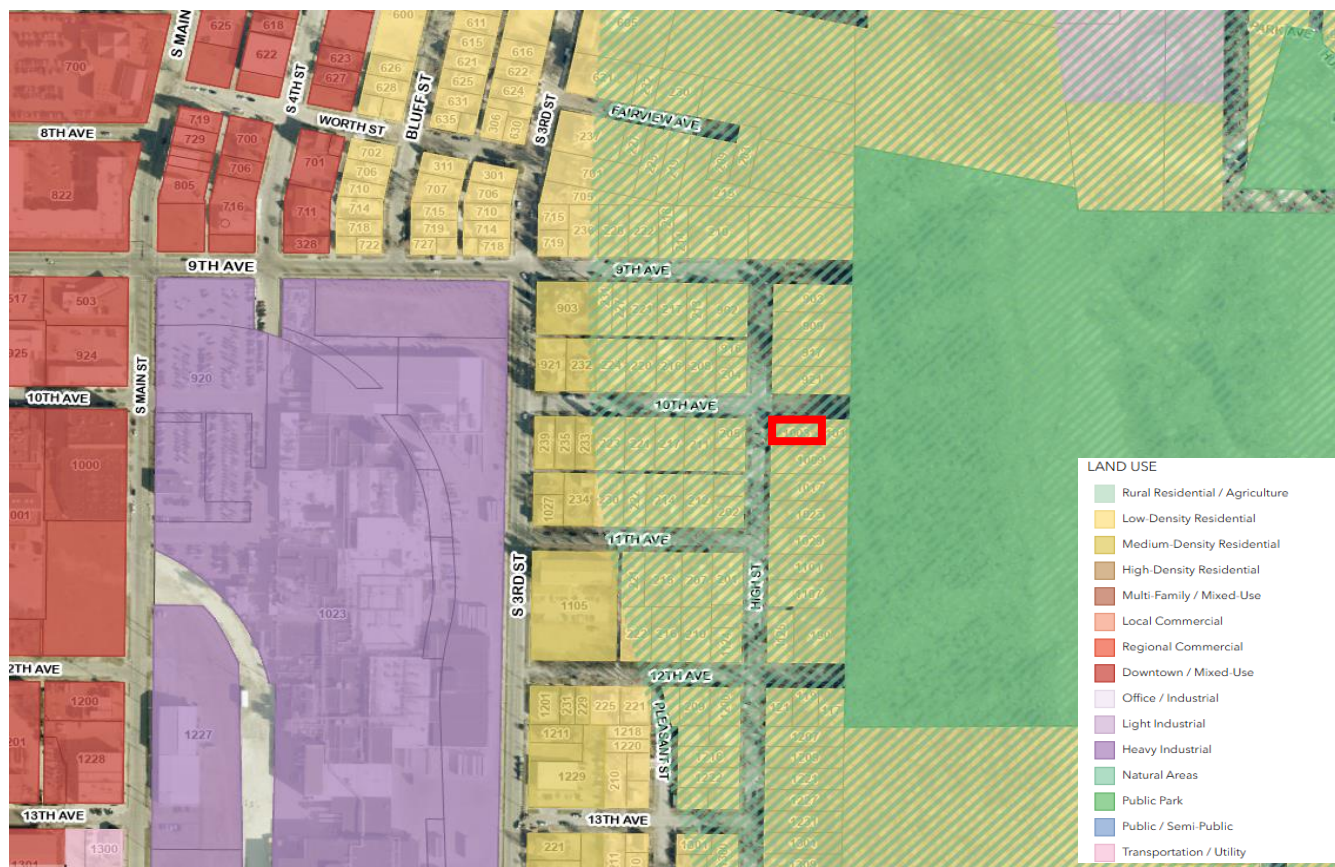
## Land Use/Zoning

The subject property is zoned R-3/Low Density Multi-Family Residential District and contains an existing single-family residential dwelling. Surrounding land uses and zoning districts are summarized below:

Direction	Existing Zoning Districts	Existing Land Uses
North	R-3/Low Density Multi-Family Residential District	Single-family residential dwellings
South	R-3/Low Density Multi-Family Residential District	Single-family residential dwellings
East	R-3/Low Density Multi-Family Residential District and A-2/Parks, Estates, and Agricultural District	Single-family residential dwelling and Fairmount Park (City-owned)
West	R-3/Low Density Multi-Family Residential District	Single-family residential dwellings

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

The future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as 'Medium Density Residential' and part of the 'Loess Hills Preservation Area' (see map below). The proposed 'boarding, lodging, rooming house' is consistent with the Medium Density Residential land use designation.



Property Owner Notification – Public notices were mailed to all property owners within 200 feet of the request. The Community Development Department received the following comment:

- A. Amber and Ross Miller, 1009 High Street, Council Bluffs, IA, stated they are opposed to the request due to concerns the proposed 'boarding, lodging, rooming house' will have a negative impact on their neighborhood. They are also opposed to the request due to negative online reviews about The Upper Room's affiliated company (Shannon's Hope) in Colorado (see Attachment C).
- B. Amber Dobbs, on behalf of Dobbs Holdings, LLC, 204 10<sup>th</sup> Avenue, Council Bluffs, IA, stated she is opposed to the request due to inadequate space for a 'boarding, lodging, rooming house' to operate on the subject property. Ms. Dobbs stated there are other areas of the city where this use can successfully operate. Ms. Dobbs is also concerned 'The Upper Room' is advertising their Council Bluffs site online when the proposed 'boarding, lodging, rooming house' has not been approved by the City of Council Bluffs (see Attachment D).
- C. Stanley Gregory, 101 10<sup>th</sup> Avenue, stated he is opposed to the request as it is not a compatible land use in the neighborhood. Mr. Gregory also stated the city should expand their 200' public notification boundary to include more landowners for similar type requests.
- D. Niki Ferguson, Manager, Entrepreneurial Development, Advance Southwest Iowa Corporation, provided the Community Development Department an email of support for the proposed request (see Attachment E).

City Departments and Utilities – All applicable City departments and utilities were notified of the proposed request and following comments were received:

A. Council Bluffs Community Development Department stated the following:

- 1. The applicant's letter of intent states the property will be used as a 'group home' for single women who have experienced domestic violence, sexual exploitation, homelessness, and/or addictions, and their children. Program participants will be living at this location for a period of time between six months to two years.

A 'group home' is defined in Section 15.03.320 of the Council Bluffs Zoning Ordinance as *"a boarding, lodging or rooming house operated by a nonprofit corporation, which provides shelter and personal care or counseling to families or individuals on a temporary emergency basis not to exceed ninety (90) days per roomer. However, the term shall not include any home which is required to be licensed pursuant to any state regulations"*.

A 'group care home' is a permitted use in the R-3 District; however, all program participants will be living at the subject property for longer than 90-days, which exceeds the maximum time allowed for a group care home. The use cannot be considered a 'group care home' based on the duration of time each program participant will be living at the subject property.

- 2. A 'boarding, lodging, rooming house' is a permitted use in the R-3 District and is defined in Section 15.03.080 of the Council Bluffs Zoning Ordinance as *"a rooming house, as defined CBMC 17.01"*.

Section 17.01.010, Definitions, of the Council Bluffs Housing Ordinance defines a 'rooming house' as *"any dwelling or that part of any dwelling containing one or more rooming units in which space is let by the owner or operator to one or more roomers"*.



Section 17.01.010, *Definitions*, of the Council Bluffs Housing Ordinance defines a ‘rooming unit’ as “Any room or group of rooms forming a single habitable unit in a rooming house, used or intended to be used for living or sleeping, but not for cooking or eating”.

The submitted floor plans (see Attachment A) shows the building is comprised of three separate levels. Level one is the basement is used for storage and utilities. No bedrooms and/or rooming units are proposed in the basement level. Level two serves as the primary shared living space and is comprised of kitchen/laundry room, dining room, living room, bathroom with a shower, and staff office. Level three is comprised of a bathroom with a shower, three bedrooms for program participants, and one staff bedroom with a walk-out deck. Based on the layout of the building and the use of each level, City staff determined the building will be converted from a single-family dwelling into a ‘boarding, lodging, rooming house’, which is considered a multi-family residential use.

3. The subject property is zoned R-3/Low Density Multi-Family Residential District and contains 7,480 square feet of land area, as per the Pottawattamie County Assessor’s Office. The minimum lot size for a 3-to-4-unit multi-family residential dwelling in an R-3 District is 7,500 square feet, as per Section 15.10.040 of the Council Bluffs Municipal Code (Zoning Ordinance). The subject property is 20 square feet under the minimum lot size (7,500 square feet) requirements for a multi-family residential use.

City staff advised the applicant of this deficiency and informed them they could not convert the building into a 'boarding, lodging, rooming house'. The applicant asked for options to allow the 'boarding, lodging, rooming house' with this deficiency and were provided the following information:

- Comment 1: Request a variance from Section 15.10.040, *Site development standards, R-3 District*, of the Council Bluffs Zoning Ordinance, relative to minimum lot size for a multi-family residential dwelling. This request would be reviewed by the Council Bluffs Zoning Board of Adjustment (ZBA) in accordance with the requirements outlined in Section 15.02.080, *Variances*, of the Council Bluffs Zoning Ordinance and would require the ZBA to make a determination that the property has an unnecessary hardship for complying with the lot size requirements stated said Section 15.10.040 of the Council Bluffs Zoning Ordinance, based on the below five findings of fact, as required by Iowa Code:
  - i. *The particular property, because of size, shape, topography or other physical conditions suffers singular disadvantage through the application of this ordinance, which does not apply to other properties in the vicinity.*
  - ii. *Because of such disadvantage, the owner is unable to make reasonable use of the affected property.*
  - iii. *The disadvantage does not exist because of conditions created by the owner or previous owners of the property.*
  - iv. *Granting the variance will not confer on the applicant any special privileges that are denied by this ordinance to other properties or structures in the same district.*
  - v. *Granting the variance will not be contrary to the public interest, will not adversely affect other property in the vicinity, and will be in harmony with the purpose and intent of this ordinance.*

- Comment 2: Request an amendment to Section 15.10.040, Site development standards, R-3 District, of the Council Bluffs Zoning Ordinance relative to minimum lot size for a multi-family residential dwelling. The process of approval includes public hearings at the City Planning Commission and City Council. If successful, the change would be applicable to all properties zoned R-3 District in the City of Council Bluffs.
- Comment 3: Request to append a PR-2/Planned Residential Overlay and to adopt a site-specific development plan for their proposed 'boarding, lodging, rooming house' for the subject property. The process of approval includes public hearings at the City Planning Commission and City Council, as well as, notifying all property owners within 200' of the subject property of the request. Additionally, the applicant must prepare a set of plans in accordance with Section 15.28, P-R/Planned Residential Overlay of the Council Bluffs Zoning Ordinance.

As per Section 15.28.020, PR/Planned Residential Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance), a PR-2 Overlay for site-specific development may be applied to any property zoned R-1, R-1E, R-2, R-3, or R-4 if it contains no more than 1 ½ acres of total land area and includes one of the following:

- i. A minimum of two (2) residential structures.
- ii. A minimum of one (1) residential structure that contains a minimum of two (2) dwelling units.
- iii. A minimum of one (1) mixed commercial-residential structure.

The combination of the property size being less than 1 ½ acres and use of the property as a multi-family residential dwelling (boarding, lodging, rooming house) met the minimum threshold standards for being eligible for a PR-2 Overlay. City staff informed the applicant that the use of the PR-2 Overlay to circumvent the minimum lot size requirements for a multi-family residential dwelling, which is not part of a broader master-planned development, is concerning from a zoning administration standpoint as it could set a bad precedent for future multi-family projects in the city.

The applicant ultimately decided to pursue the PR-2 Overlay/development plan options rather than seek a variance or change the minimum lot size requirements for a multi-family residential dwelling in an R-3 District, as discussed above.

4. The subject property contains sufficient land area to be used as a single-family residential dwelling, two-family dwelling (duplex), or single-family attached dwelling, as per Section 15.10.040, Site development regulations, R-3/Low Density Multi-Family Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).
5. The minimum number of required off-street parking spaces for a single-family dwelling is two spaces and the minimum number of required off-street parking spaces for a 'boarding, lodging, rooming house' is one-half space for each rooming unit, as per Section 15.23.060, Parking Spaces Required, of the Council Bluffs Zoning Ordinance. The submitted floor plan shows a total of four rooming-units on the second floor (one of which is a staff bedroom). Based on the aforementioned parking calculation, a total of two off-street parking spaces are required for the proposed 'boarding, lodging, rooming house'.

The subject property has an existing one-stall garage and a driveway that measures 16 feet-wide

by 64 feet-deep. Additionally, on-street parking is available on High Street and 10<sup>th</sup> Avenue for overflow parking. The combination of the existing one-stall garage and the 16'x 64' concrete driveway provides conforming parking for the single-family dwelling. The driveway has sufficient space to provide two off-street parking spaces for proposed 'boarding, lodging, rooming house'; however, the driveway is not designed to comply with the parking requirements for a multi-family use, which requires a minimum five-foot setback from adjacent property lines, landscaping, handicap accessible stall(s), and a two-way drive aisle for traffic circulation. In addition to seeking relief from the minimum lot size requirement for a 'boarding, lodging, rooming house', the applicant is also seeking relief from having to provide a conforming parking lot for their proposed use through the adoption of a PR-2 development plan. This request is being made due to the topography of the site and existing site conditions which make it challenging to construct a conforming parking lot on the subject property. Additionally, the applicant wants to maintain a residential appearance to the property so that their 'boarding, lodging, rooming house' does not detract from the character of the surrounding neighborhood. An expansive parking lot on the subject property could potentially be perceived as being out of character for the surrounding neighborhood.

City staff also made the applicant aware that using the PR-2 Overlay/development plan process to circumvent parking lot design standards for a multi-family use, which is not part of a broader master planned development, could set a bad precedent for future multi-family projects in the city.

- B. Council Bluffs Public Works Department stated they have no comments for the proposed request.
- C. Council Bluffs Permits and Inspections Division stated the change of use from a single-family dwelling to a 'boarding, lodging, rooming house' will require a licensed Iowa architect to perform a code review, and a licensed general contractor must pull permits for any required new work.
- D. Council Bluffs Fire Department stated that anymore than five clients (not including staff) will require a fire sprinkler system to be installed in the proposed 'boarding, lodging, rooming house'.
- E. Council Bluffs Police Department stated they have no concerns or objections to the request.
- F. Council Bluffs Parks and Recreations Department stated they have no comments for the request.
- G. Council Bluffs Water Works stated they have no comments for the request.

Planned Residential Development Plan – Section 15.28.010, *Statement of Intent*, PR/Planned Residential Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance) states that *“the Planned Residential Overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where modifications of requirements of the underlying zone would not be inconsistent with the comprehensive plan or harmful to the surrounding neighborhoods.”* The purpose of this request to convert a single-family residential dwelling in an R-3/Low Density Multi-Family Residential District into a 'boarding, lodging, rooming house'. Photographs that document the existing conditions of the property area included with this report as Attachment 'F'. The following standards shall only be applicable to the proposed multi-family residential dwelling conversion:

#### **A. Site Development**

1. The subject property contains an existing single-family dwelling that is being converted into a multi-family residential dwelling (boarding, lodging, rooming house). All uses on the subject property shall

comply with Chapter 15.10, *R-3/Low Density Multi-Family Residential District* and Chapter 15.28, *P-R/Planned Residential Overlay*, of the Council Bluffs Zoning Ordinance.

2. No new building additions and/or accessory structures are proposed at this time, as per the applicant's submitted application. Any new building additions/modification and/or accessory structures built on the property shall comply with Section 15.10.050, *Site Development Standards*, R-3/Low Density Multi-Family Residential District of the Council Bluffs Municipal Code.
3. The subject property has a six-foot tall wooden privacy fence around the existing residential dwelling. The portion of the within the fence that are located within the front and street side yards are non-conforming, as they exceed the maximum six feet allowed in said yards, as per Section 15.24.040, *Fence Regulations*, of the Council Bluffs Municipal Code (Zoning Ordinance). The fence was constructed prior to the applicant purchasing the subject property and they intend to keep it in order to provide privacy and security for their on-site program participants. The fence shall be allowed to remain in-place for safety and security purposes for the on-site program participants. In the event the property is no longer being used as a 'boarding, lodging, rooming house', the fence shall be retrofitted to comply with current fence regulations if it's destroyed by 50% or more of its replacement value. Any modifications to the existing fence and any new fencing added to the property shall comply with the standards stated in Section 15.24.040, *Fence Regulations*, of the Council Bluffs Municipal Code (Zoning Ordinance).

#### **B. Off-Street Parking**

1. The required number of off-street parking spaces for the subject property shall be based on the standards in Section 15.23.060, *Parking Spaces Required*, of the Municipal Code (Zoning Ordinance).
  - a. The total number of required off-street parking for a 'boarding, lodging, rooming house' is based on a calculation of one-half space per rooming unit, as per Section 15.23.060, *Parking Spaces Required*, of the Council Bluffs Municipal Code (Zoning Ordinance). Based on the number of rooming units (4) and said parking calculation, a minimum of two off-street parking spaces shall be required for the 'boarding, lodging, rooming house'. There is an existing one-stall garage and a 16' x 64' paved driveway that can be used to provide the required amount of off-street parking on-site (see Attachment F). Additionally, on-street parking is available on 10<sup>th</sup> Avenue and High Street for any overflow parking needs.
2. All off-street parking areas shall be designed to comply the standards for one-and-two family uses, as per Section 15.23, *Off-Street Parking, Loading, and Unloading* of the Council Bluffs Zoning Ordinance in order for the property to maintain a residential appearance that is compatible with the surrounding neighborhood.

#### **C. Landscaping**

1. All existing and proposed new landscaping on the property shall be maintained in accordance with all applicable City codes.
2. All proposed raised garden beds shall be kept behind the six-foot-tall privacy fence and shall be maintained in accordance with applicable City codes.

#### **D. Architecture**

1. Any additions/modifications to the existing residential dwelling and/or new accessory structures built on the subject property shall be designed with a residential appearance that is compatible with the architectural character/design of the surrounding neighborhood.

#### **E. Signage**

1. Only exempt signs and temporary signs shall be permitted on the subject property, in accordance with Sections 15.33.080 and 15.33.090 of the Council Bluffs Municipal Code (Zoning Ordinance).

#### **F. Miscellaneous**

1. The property shall not be used as an emergency shelter, as defined in Section 15.03.250, Emergency Shelter and Homeless Service Center, of the Council Bluffs Zoning Ordinance.
2. The conversion of the building from a single-family residential dwelling into a multi-family residential dwelling (boarding, lodging, rooming house) shall comply with all applicable Federal, State, and local codes and ordinances.
3. Any modifications to the approved development plan which substantially alters the design, layout, configuration, and/or appearance of the property and/or intensity of the 'boarding, lodging, rooming house' shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.

#### **Recommendation**

The Community Development Department recommends denial of the request from Heidi Mazel to append a PR-2/Planned Residential Overlay and to adopt the associated development plan for a 'boarding, lodging, rooming house' on property legally described as the West 110 feet of Lot 1, Block 5, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa, based on staff comments above.

#### **Public Hearing**

Staff speakers for the request:

1. Christopher Gibbons, AICP. Planning and Code Compliance Manger, City of Council Bluffs, 209 Pearl Street, Council Bluffs IA, 51503

Speakers in favor:

1. Gabrielle Dowdy, 1003 High Street, Council Bluffs, IA 51503
2. Leslie Pottebaum, 16155 W. 74<sup>th</sup> Drive, Arvada, CO 80007
3. Camille Mandono, 9990 Jasper Street, Commerce City, CO 80022
4. Joseph Hall, 5322 Hardings Landing Road, Council Bluffs, IA 51501
5. Patti McAtee, 22465 Three Bridge Road, Council Bluffs, IA 51503
6. Bill Davis, 23521 Old Lincoln Highway, Crescent, IA 51526
7. Jensen Dowdy, 23521 Old Lincoln Highway, Crescent, IA 51526
8. Mary Cummings, 3529 11<sup>th</sup> Avenue, Council Bluffs, IA 51501
9. Jolene Lee, 8 Osage Street, Council Bluffs, IA 51501

10. Dave McAtee, 22493 Mudhollow Road, Council Bluffs, IA 51503
11. Cynthia Williams, 2363 Waubonsie Avenue, Thurman, IA 51654

**Speakers against:**

1. Ross Miller, 1009 High Street, Council Bluffs, IA 51503
2. Carolynn Storm, 921 High Street, Council Bluffs, IA 51503
3. Amy Guzman – 1023 High Street, Council Bluffs, IA 51503
4. Christine Merrill, 1023 High Street, Council Bluffs, IA 51503
5. Jason Kuehnhold, 2006 8<sup>th</sup> Avenue, Council Bluffs, IA 51501

The Planning Commission recommended denial to append a PR-2/Planned Residential Overlay and to adopt the associated development plan for a 'boarding, lodging, rooming house' on property legally described as the West 110 feet of Lot 1, Block 5, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa, based on reasons stated above, and as per staff's recommendation.

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

**Attachments**

Attachment A: Letter of Intent and 'The Upper Room' Program Information

Attachment B: Location/zoning map

Attachment C: Amber and Ross Miller opposition email

Attachment D: Amber Dobbs opposition email

Attachment E: Nikki Ferguson support email

Attachment F: Existing site condition photographs

Exhibit A: Letters of support submitted by the applicant at the April 8, 2025 Planning Commission meeting

Prepared by: Christopher Gibbons, AICP, Planning and Code Compliance Manager



# UPPER ROOM

## Attachment A

✉ info@The-Upper-Room.org

☎ (712) 310 - 8572

March 11, 2025

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

RE: Planned Residential Development Request Plan  
- Reclassification of Single-Family Home to Boarding, Rooming, and  
Lodging House  
- The Upper Room, 1003 High Street, Council Bluffs, Iowa

Honorable City Council Members,

We are writing to express our interest in reclassifying 1003 High Street from a single-family home to a boarding, rooming, and lodging house for The Upper Room, a non-profit organization.

### **Our Story**

Founded in Arvada, Colorado in 1982, Shannon's Hope was created to provide a refuge for homeless pregnant women and become a voice for the unborn. Shannon's Hope has evolved to home, currently serving women and children coming out of crisis, which encompasses domestic violence, sexual exploitation, homelessness, and addictions. We are not a shelter but operate as a group home model offering a long-term program that allows women to find safety and begin a new life of healing and resiliency. Shannon's Hope has existed for 45 years, empowering approximately 2,250 families, and that number continues to grow. The Upper Room is the expansion into Council Bluffs and will be offering the same program.

### **Colorado to Council Bluffs**

Beginning in 2017, Gabrielle (Gabby) Dowdy, began serving the Denver-area communities by working with Shannon's Hope and assisting with their anti-trafficking efforts. Gabby learned that one-third of the women in communities throughout the country are victims of domestic violence, one third are substance abusers, and the other third are homeless. Building upon the work being done in Colorado, Gabby's passion to serve women coming out of crisis brought her to Council Bluffs in 2024 when the concept of The Upper Room was born.

### **Who We Are / What To Know**

The Upper Room is a branch of Shannon's Hope in Colorado - a home for women and children coming out of crisis, which encompasses domestic violence, sexual exploitation, homelessness, and addictions. Serving as a group home, The Upper Room is not a shelter. We are a Christian home that teaches women parenting, life skills, healthy habits, and much-needed Bible studies.

---

Safe Harbor for New Beginnings

[www.The-Upper-Room.org](http://www.The-Upper-Room.org)



# UPPER ROOM

✉ info@The-Upper-Room.org

☎ (712) 310 - 8572

## **What to Know / Services Offered**

Our program is a six-month to two-year program. We offer a sober, faith-based and therapeutic environment for women and children. The program consists of setting and accomplishing short-term and long-term goals, life skills, health and safety plans, and mentorship. The goal for The Upper Room is to break generational dependencies to enable a brighter future for their children. Our mentorship provides them with the opportunity to grow into a healthy, more cohesive family in which they can succeed. The independence they gained will allow them to reenter the community as a stronger member of society.

## **Hours of Operation**

Operating hours are twenty-four hours a day, three hundred and sixty-five days a year. We will have two staff members on site daily, and one will be our overnight staff. Adhering to the five people in the house who can stay overnight, we will have four clients, a combination of a single woman, or a woman with a child, to make the four clients. The fifth person will be the staff member who stays at the house with the clients.

## **Collaboration / Partnerships**

In this program, we meet our clients where they are, and they will receive an individualized program to meet their specific needs in mental health support, addiction recovery, and medical support from local health providers and Heartland Family Services. We will also provide a four-level program where the clients complete weekly tasks, find a job to further their independence, and leave our program ready to live independently.

## **Financial Sustainability**

The Upper Room is privately funded through donations to its nonprofit organization and contributions through Shannon's Hope. To stay enrolled in the program, our clients must pay their program fee, meet with staff weekly for program accountability, fulfill program requirements, remain sober and clean, and complete all mental, substance, and medical support conditions. We also have consequences for clients if they do not satisfy the program requirements.





# UPPER ROOM

✉ info@The-Upper-Room.org

☎ (712) 310 - 8572

## **Need**

We believe that opening this group home will offer the Council Bluffs community many opportunities to better the lives of its clients and aid those suffering from domestic violence, sexual exploitation, homelessness, and addictions. We also hope to encourage our clients to give back to the community, for example, volunteering at churches, within the neighborhood in which we live, and with other non-profit organizations.

## **Reclassification Request**

The Upper Room is submitting this Letter of Intent for the Planned Residential Development Plan to reclassify the home from a single-family home to a boarding, rooming, and lodging house. **Currently, the City of Council Bluffs requires the lot to be 7,500 square feet for the house to be classified as a boarding, rooming, and lodging house. Unfortunately, the current single-family residential lot size at 1003 High Street is 7,480 square feet - only 20 square feet short of the required square footage needed to be reclassified.** Based on this lot's size, we kindly request you consider this reclassification request.

Please know that we understand that living in a close-knit community such as Council Bluffs requires us to continue building strong connections with our neighbors to create a safer and more pleasant living environment and help foster a sense of belonging. We want to be good neighbors, cultivate a strong community bond with those we live and work with, and expand our community partnerships.

## **Contact**

We believe that God can turn beginnings into purpose and want to offer new beginnings to the women in the Council Bluffs community. Thank you for your time and consideration. If you have any questions, please contact The Upper Room Director Gabrielle (Gabby) Dowdy at 303-949-1158 or at [gabbyd@the-upper-room.org](mailto:gabbyd@the-upper-room.org). We look forward to discussing this opportunity with you further.

Blessings,

***Gabby Dowdy***

Shannon's Hope and The Upper Room

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Safe Harbor for New Beginnings

[www.The-Upper-Room.org](http://www.The-Upper-Room.org)

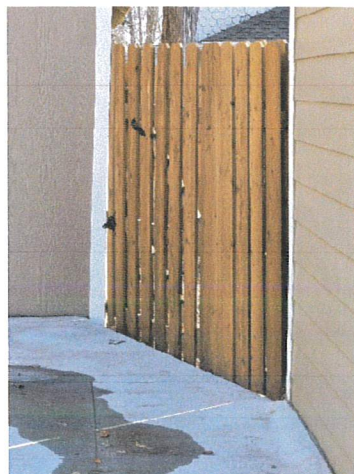
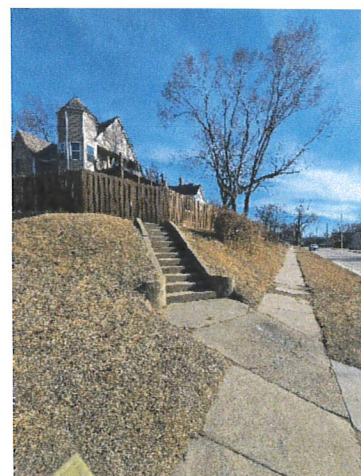
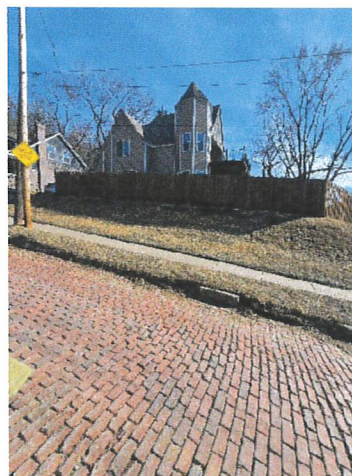
## Landscape Plan

The Upper Room is excited to utilize the property at 1003 High St. This unique house has undergone significant renovations. It offers a sound structure that can become a Boarding, Rooming, and Lodging house. In the before and after photos, you can see significant changes. These changes also include a six-foot privacy fence that will afford our clients and neighbors fewer disruptions in our yards. The fenced area will also provide a protected area for the moms and children to play outside safely.

We plan to create a backyard gardening space for our clients to grow their food. We will also bring in a raised garden therapist to offer our clients therapy through gardening. This lot is therapeutic and an oasis for our clients to restructure and regain their lives.

The yard is pristine, and we plan to keep it that way. To maintain curb appeal, we will add more shrubs to the fence line facing 8<sup>th</sup> St. and add flowers to appeal to the neighborhood.

In the following pictures, you will see the fence around the yard.



The last picture shows the backyard where we will put our raised garden.



## Parking Plan

The zoning and Codes require us to have one half of a parking space per living quarter/bedroom and a parking pad nine feet wide by fourteen feet deep. Our current driveway is sixteen feet wide and sixty-four feet deep. We can fit four cars in the driveway at any time. Most clients that come to us do not have a car. If they do have a car, they may park in the driveway. There is off-street parking on High Street for our short-term guests to use.

Typically, our guests consist of Case Workers, Volunteers, and other Service Providers. We plan to have only one staff member car at the house.



Driveway



Off street parking - High Street



## OUR HISTORY

After 42 years of operating a safe house in Colorado, Shannon's Hope has decided to branch out into other states. The Upper Room is a safe home branch of Shannon's Hope serving Council Bluffs, Iowa, and the surrounding areas. The home will offer sober living, program work, and partnership with the community to provide safety, mental health resources, parenting support, and more. We strive to support women with or without children to reach their full potential and reenter society after experiencing crisis and trauma. The Upper Room will offer life skill classes, parenting classes, trauma-based classes, and group therapy in a family-style living opportunity.

## CONTACT US

✉ [info@the-upper-room.org](mailto:info@the-upper-room.org)

🌐 [www.the-upper-room.org](http://www.the-upper-room.org)

☎ 712-310-0572

*Guided by Faith,  
Driven by Compassion*



## ABOUT US

The Upper Room is a crisis center for women and children coming out of crisis, domestic violence, exploitation, homelessness, and addictions. We strive to offer a haven for individuals to find mental health resources, life skill training, support, mentorship, and care through difficult times to find healing and help as they gain independence.

*The Upper Room*



I have heard your prayer and  
seen your tears; I will heal you.

**2 Kings 20:5**



## OUR MISSION

The Upper Room exists as a Christ-centered sober living refuge for single women, pregnant mothers, and mothers with children who are experiencing homelessness, battling addictions, domestic violence, and exploitation.

## OUR SERVICES

- Life Planning
- Mentorship
- Resource Navigation
- Care and Support
- Life Skill Classes
- Job Readiness
- Prenatal Care
- Parenting Classes
- Community Resources
- Recovery Care

- UR Welcome
- UR Seen
- UR Cherished
- UR Loved
- UR Safe
- UR Home



*Now Serving  
Council Bluffs,  
Iowa*





## Use of the House

The Upper Room plans to use the house in a community living arrangement. According to the Fire Marshall, we can house five people.

Kitchen: The kitchen will be a space for all our clients and staff to prepare meals.

First Level Bathroom: Community bathroom.

Dining Room: The dining room will host community meals, individual meals, group classes, and community meetings.

Office: Staff office and confidential one-on-one meetings.

Living Room: This is a shared area for relaxation and group meetings.

Foyer and Entry Closet: The foyer will house our communication boards and schedules. The Entry Closet contains strollers, car seats, and baby swings.

First Level Deck/Porch: Shared community area.

Second Level Deck/Porch: Staff Deck.

Bedroom Connected to the Upper Deck: This bedroom is the largest. We plan to convert the one room to two rooms. Converting the bedroom to two rooms will give us one small bedroom with access to the upper deck. The small bedroom will be the staff bedroom where one staff member can sleep. The second bedroom will be able to house one or two single women.

Bedroom Facing 8th St.: One mom and one child or two single women will stay in this room.

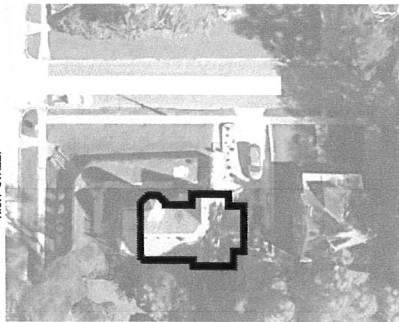
Bedroom Facing the Backyard: This room will accommodate one mom and one child or one single woman.

Second Level Bathroom: Community bathroom.

Basement: Storage.

Go gle Maps

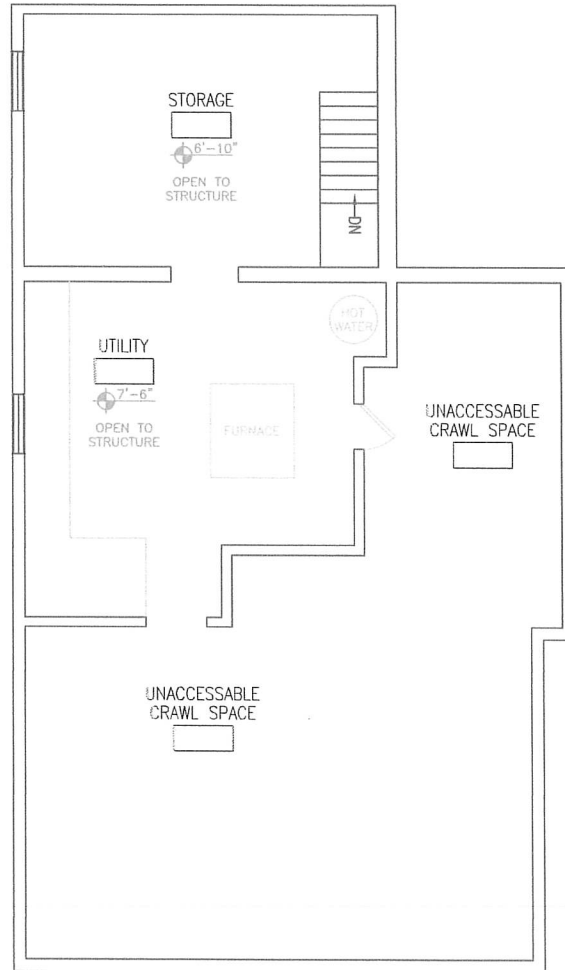
1003 High St



10TH AVENUE

HIGH STREET

Go gle

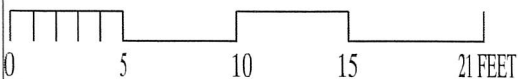


BASEMENT LEVEL

1/8" = 1'-0"

390 SQFT

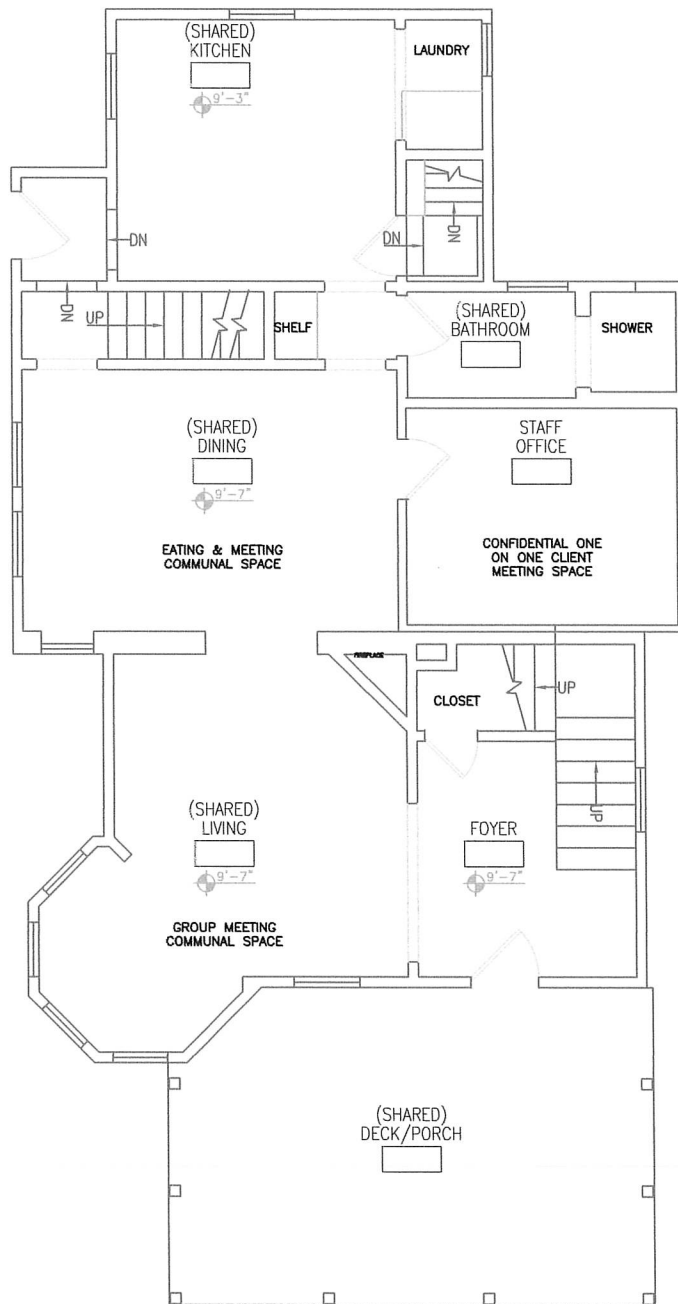
1003 HIGH STREET  
COUNCIL BLUFFS, IOWA, 51503




A-2.0



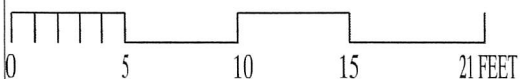
5 TOTAL OCCUPANTS  
 1 STAFF MEMBER  
 4 CLIENTS



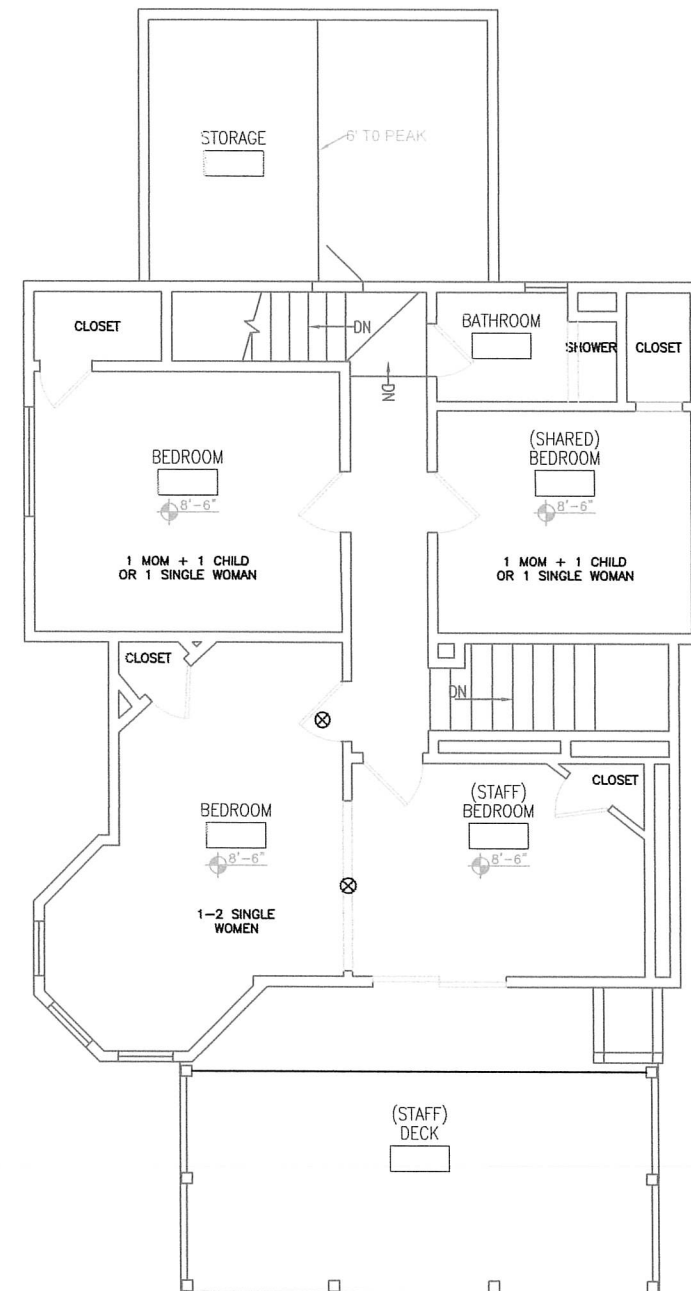
1,046 SQFT

 **1ST LEVEL**  
 1/8" = 1'-0"  
 NORTH


1003 HIGH STREET  
 COUNCIL BLUFFS, IOWA, 51503



**A-2.1**

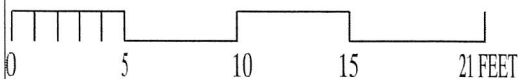


⊗ FUTURE: ADD A WALL  
& DOOR TO DIVIDE  
THIS ROOM INTO 2  
SEPARATE SPACES.

 **2ND LEVEL**  
1/8" = 1'-0"  
NORTH

1,034 SQFT

1003 HIGH STREET  
COUNCIL BLUFFS, IOWA, 51503



**A-2.2**



2011:













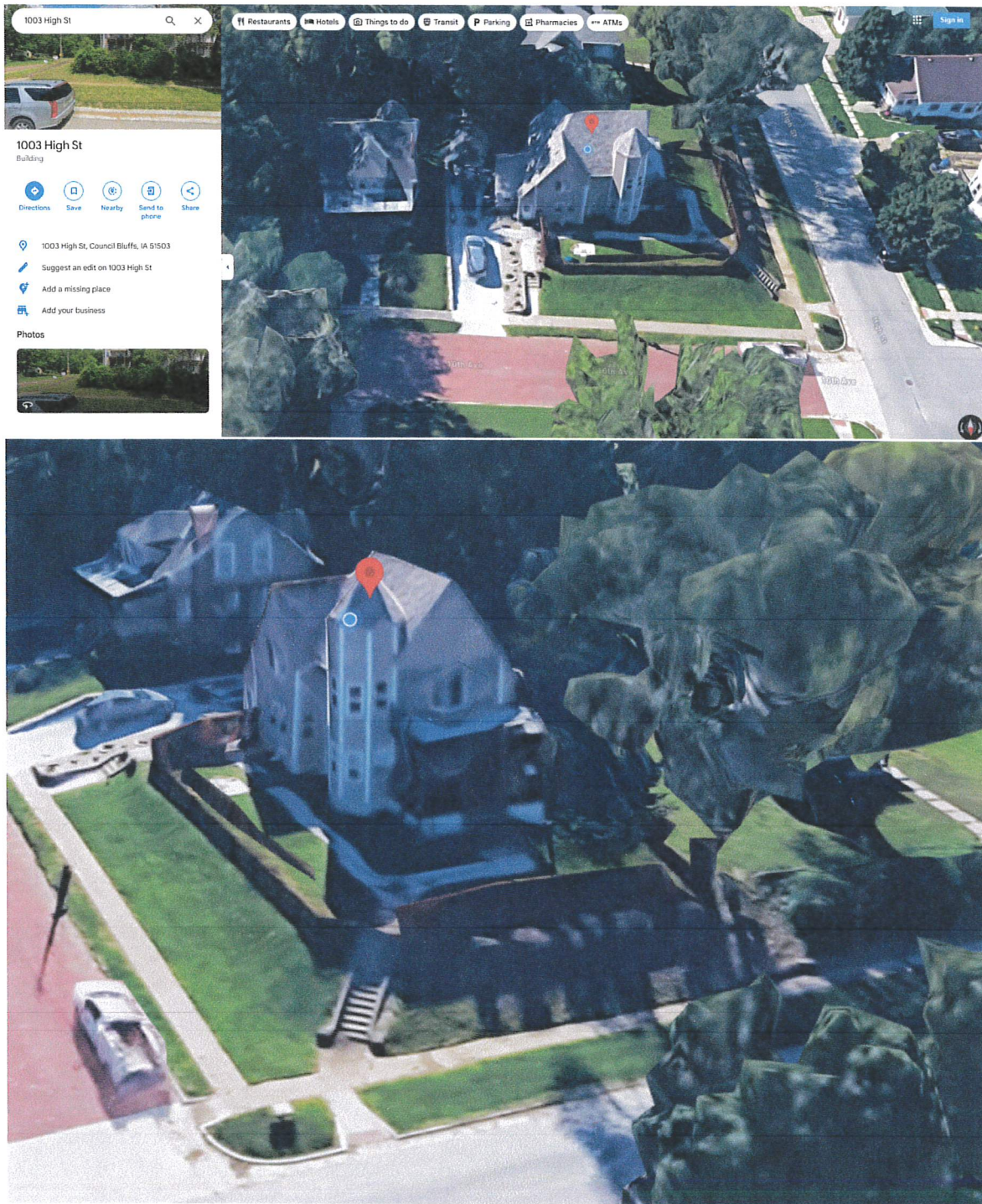
2021:














# CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION

## CASE #PR-25-001 LOCATION/ZONING MAP

### Attachment B

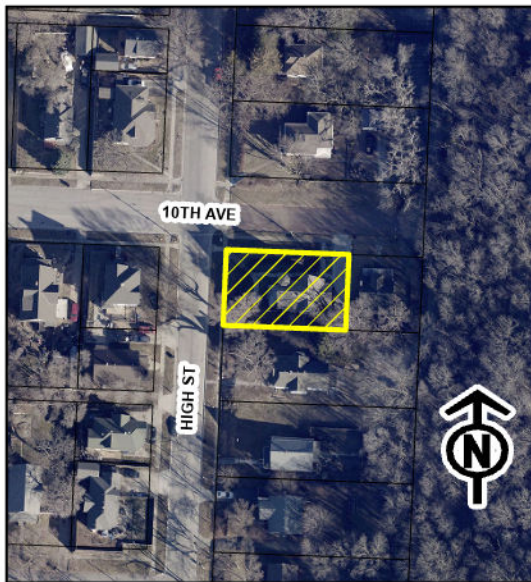
#### Legend

 Subject Property  
Case #PR-25-001

0 20 40



1 inch = 30 feet

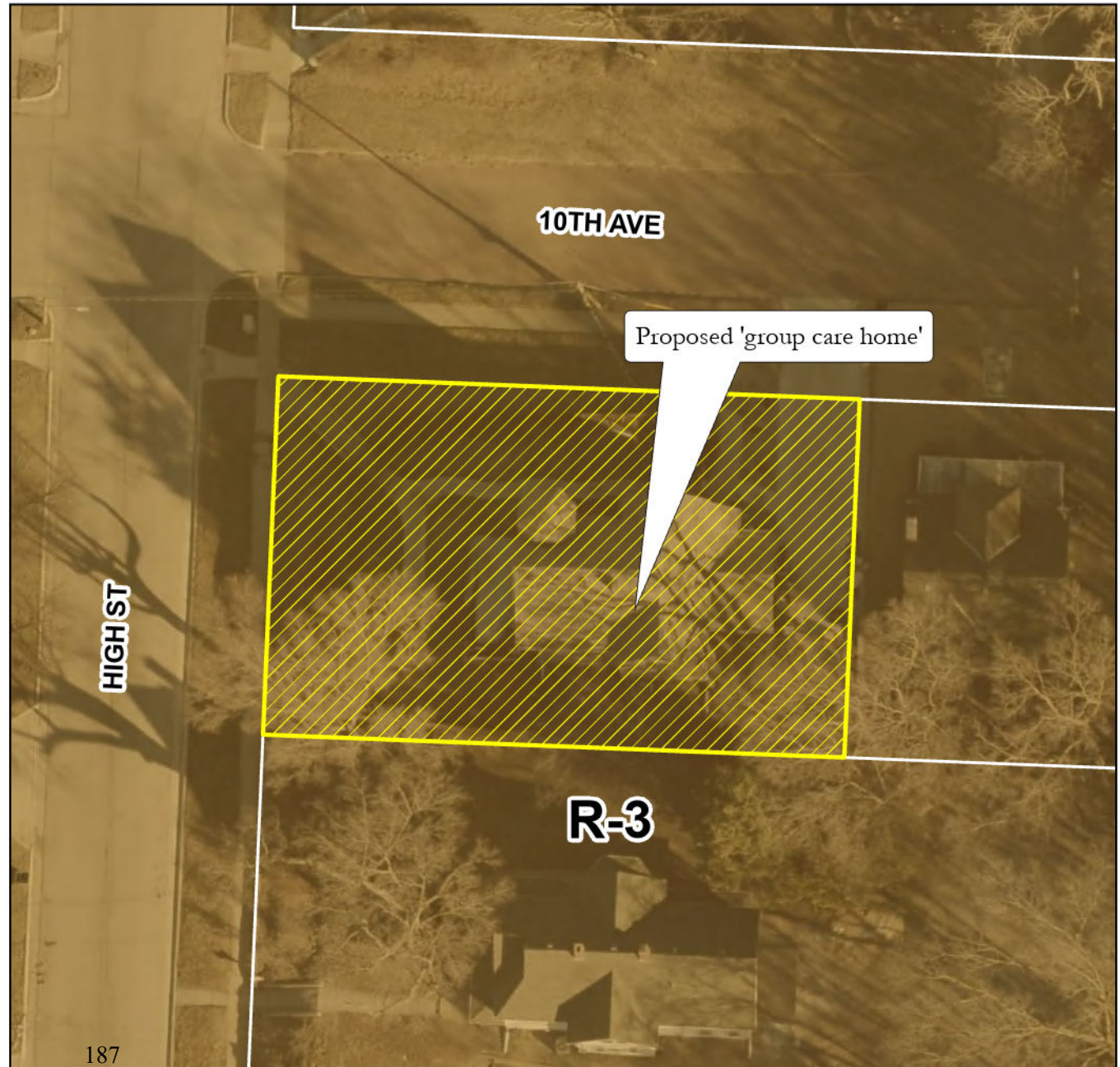


Last Amended: 3/17/2025



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

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



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**From:** Amber Miller <amber.bc.miller@gmail.com>  
**Sent:** Wednesday, March 26, 2025 10:41 AM  
**To:** Christopher Gibbons  
**Subject:** Case # PR-25-001  
**Attachments:** IMG\_9430.png; IMG\_9431.png; IMG\_9411.png; IMG\_9412.png

**THIS MESSAGE IS FROM AN EXTERNAL SENDER.**

Look closely at the **SENDER** address. Do not open **ATTACHMENTS** unless expected. Check for **INDICATORS** of phishing.

Hover over **LINKS** before clicking.

[Learn to spot a phishing message](#)

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Good morning Christopher,

We spoke on the phone yesterday regarding the boarding house proposal for 1003 High St in Council Bluffs.

As mentioned, I'm attaching screen shots of negative Google reviews regarding the Shannon's Hope location in Colorado, the applicant's prior employer. These are an handful of reviews, if you look further, there are images of a filthy house, blood stains, holes in the wall, etc. Some even say the place doesn't exist. Google earth says it is "permanently closed." Obviously, this is not the kind of place I want next door to my home.

Over the last several years, the residents of High Street and the 712 have devoted a considerable amount of time and money to improving our street. We are, naturally, very concerned about the negative impact this type of establishment would have on our neighborhood.

We will be attending the planning meeting and the city council hearings regarding the proposal.

Thank you,

Amber Miller

**Alicia Del Valle**

12 reviews



2 years ago

Came across this pinned on google. There is no shelter in this location. It is chase Bank!! The website to this place called Shannon's hope looks bogus. I have lived in this area for 6 years why does this show up on google maps



1



11:14 W 74th Ave

Shannon's Hope

Overview

Reviews

Photos

Updates

Abc

Filter

Relevance

pregnancy 2

nolan blackburn

1 review

10 months ago

This is a private residence

1

Ashley Marie

8 reviews

6 years ago

They don't help you.

4

Porshia King

Local Guide · 74 reviews

3 years ago

Never called back

2

Call

Save

Share

190

**Chadell Hardwick (Angry Chef)**

Local Guide · 304 reviews · 216 photos



★☆☆☆☆ 7 years ago

Women often complain about rats. My was in the program and often told me about mice eating the rubber nipples off her baby bottles. The crazy rules to live in this place, if any normal person was able to look the handbook would recognize that it is a money trap. You pay rent fine, but you can't work between certain hours basically YOU ARE STUCK....



10





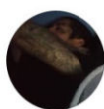
## Reviews

Do you recommend Shannon's Hope Maternity Home?

Yes

No

Not yet rated (1 Review)



Trina Geyer recommends Shannon's Hope Maternity Home. ...

Jan 13, 2022 ·

they need to have certified staff to deal with the seriousness of certain types of residence make it 1 house mothers only or single women have realistic expectations better intake process drug test upon moving in to assure sobriety staff should be more aware and they need to understand not everyone parents the same and the 2 faced crap is childish and immature i don't recommend going there it's worse then prison a halfway house not ideal unless u r desperate and don't mind everyone in your business

1 comment



Like



Comment



Share



Home



Video



Friends



1 Marketplace



2 Notifications



Menu

## Attachment D

**From:** Amber Dobbs <atdobbs76@gmail.com>  
**Sent:** Monday, March 31, 2025 4:46 PM  
**To:** Christopher Gibbons  
**Subject:** Referring to 1003 High St.

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

Hi Chris,

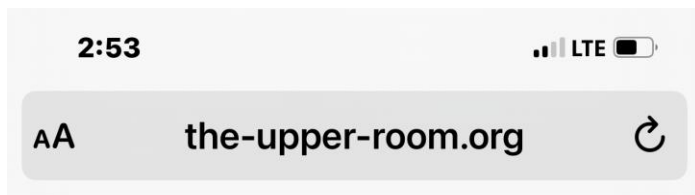
I wanted to follow up from our phone call to reach out to receive the FIF regarding the proposal of the property located at 1003 High St. Thanks again for the conversation and insight.

For all parties at large;

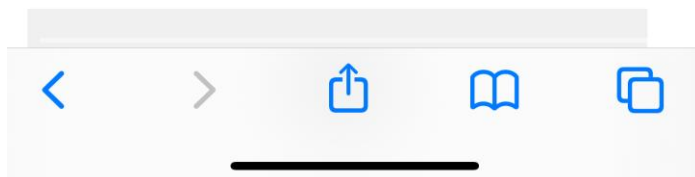
At this juncture we are not in support of this entity of lodging and having it being housed at 1003 High St. There is not adequate space for this type of housing in this area, to be able to accommodate Ms. Dowdy's request which is being made through Heidi Mazel. Having a direct experience with this type of institution: this gives us a unique perspective of why this location is not a best fit. There is space, safety and proper security are first concerns that come to mind. Now with that being said: I think there other areas that may fit her [Gabby] criteria more appropriately and on a better scale for what she is trying to achieve. Also another concern is she is already advertising that this is happening. When to our knowledge this has not been set in stone. IE-below.

\*If further comment is wanted or needed we are happy to contribute as needed.





Gabby has worked in the anti-trafficking scene in Denver since 2017. Over the years, the understanding of the women being served through Shannon's Hope and the women Gabby has served has overlapped with the crisis. Shannon's Hope and Gabby began the journey to Council Bluffs in June of 2024 with the passion to serve women coming out of Crisis. The idea of The Upper Room has been formed, and we are honored to announce that our services in the Council Bluffs will begin in the fall of 2024.



Best Regards,  
Randall and Amber Dobbs

## Christopher Gibbons

---

**From:** Niki Ferguson <nferguson@selectgreateromaha.com>  
**Sent:** Wednesday, March 26, 2025 4:11 PM  
**To:** Christopher Gibbons  
**Subject:** Project Upper Room

**THIS MESSAGE IS FROM AN EXTERNAL SENDER.**

Look closely at the **SENDER** address. Do not open **ATTACHMENTS** unless expected. Check for **INDICATORS** of phishing.

Hover over **LINKS** before clicking.

[Learn to spot a phishing message](#)

---

Hi Chris!

I know you've been in contact with Gabby who's opening the safe house over on High Street. Wanted to get your thoughts on potential roadblocks or ways to mitigate pushback. I definitely think it's an incredibly important work they're doing and have done in Denver, and it's obviously an issue here in the Midwest. Anonymity and keeping a low profile are, of course, paramount to the work they're doing, so maybe it comes down to education for the neighbor who is voicing opposition. I don't know. Anyway, thanks for your time. I value your knowledge and expertise and appreciate any input. Have a great evening!

**Niki Ferguson** (she/her)

Input – Belief – Connectedness – Ideation – Developer

**Manager, Entrepreneurial Development**

**Advance Southwest Iowa Corporation**

149 W. Broadway, Council Bluffs, IA 51503

402-720-8799

[Let's connect! Book a call!](#)

[nferguson@selectgreateromaha.com](mailto:nferguson@selectgreateromaha.com)

[www.advancesouthwestiowa.com](http://www.advancesouthwestiowa.com)





View of 1003 High Street from intersection of High Street and 10<sup>th</sup> Avenue



View of existing driveway for off-street parking at 1003 High Street

# Patti J. McAtee

April 8, 2025

Mr. Christopher Gibbons  
Planning Manager, Community Development Department  
City of Council Bluffs  
209 Pearl Street  
Council Bluffs, Iowa 51503

RE: CASE #PR-24-001  
Applicant/Property Owner: Heidi Mazel, 12618 Polo Place, Broomfield, CO 80020  
Representative: Gabrielle (Gabby) Dowdy, 1003 High Street, Council Bluffs, IA 51503

Dear Mr. Gibbons,

As a lifelong resident of Council Bluffs, I would like to share my support for The Upper Room and the work Gabby Dowdy is doing in our community. I am writing in support of the request to allow a 'boarding, lodging, rooming house' at 1003 High Street.

I currently serve on the Council Bluffs Airport Authority board of directors, and have volunteered and served on several boards and advisory committees of non-profit organizations over the past 30 years. More recently, I have focused my career on promoting regional economic development in both Iowa and Nebraska.

Last year I met Gabby at Crossroads Church and learned about The Upper Room and the mission of this non-profit organization. I personally know how passionate Gabby is about making a positive impact on our community through this supportive housing initiative and the services they offer to help women transform their lives.

While I agree that Council Bluffs needs to continue to monitor future development plans for multi-family residential use, I disagree that this would set a bad precedent for future projects in the City. Gabby understands and recognizes that there are local regulations that she must be compliant with and has gone through the appropriate channels to get this multi-family housing project up and running to the best of her ability. This has included multiple meetings, phone calls and emails with city officials, community leaders, and other non-profit organizations.

As I have learned through the years city governments must be 'firm, but fair' with their development plans, but I also believe there is room for compromise with both parties. I am praying that the City of Council Bluffs makes a 'firm, but fair' decision when it comes to moving forward with the development plan for The Upper Room so that they may be able to help more women and their families in our community.

During my first conversation with Gabby she stated, "I praise God everyday that we live in this special city," and I could not agree with her more. We do live in a special city and I am reminded daily of the special people that work behind-the-scenes to make Council Bluffs a better place to live, work and play. Thank you for your time and consideration. I will continue to keep the faith and pray that the City of Council Bluffs approves this request.

Blessings,

***Patti J. McAtee***

22465 Three Bridge Road . Council Bluffs, Iowa 51503  
402.968.8308 . pmcatee2@gmail.com

# Patti J. McAtee

April 8, 2025

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Planning Manager, Community Development Department  
City of Council Bluffs  
209 Pearl Street  
Council Bluffs, Iowa 51503

RE: CASE #PR-24-001  
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Blessings,

***Patti J. McAtee***

22465 Three Bridge Road . Council Bluffs, Iowa 51503  
402.968.8308 . pmcatee2@gmail.com





Town Council Meeting

Apr 7, 2025

Re: The Upper Room

1003 High Street

Council Bluffs, IA 51503

To Whom It May Concern,

I am writing on behalf of The Upper Room and Gabby Dowdy to express my unwavering support for their mission to establish a stabilization home at 1003 High Street, Council Bluffs, IA 51503. With over a decade of experience working alongside individuals emerging from crises involving addiction, trauma, and mental illness, I have witnessed firsthand the profound need for such homes across the United States. It is imperative to increase the availability of these residential stabilization homes to integrate these individuals into our communities, rather than marginalizing them due to unfounded fears.

Some may have concerns about the potential impact on neighborhood safety and crime rates. However, research indicates supportive housing programs significantly reduce emergency service utilization and interactions with the criminal justice system. For instance, Denver's Supportive Housing Social Impact Bond (SIB) initiative demonstrated a 40% reduction in arrests and a 34% decrease in police contacts among participants of stabilization homes over three years.

The women, who will be housed in The Upper Room stabilization home, will be held accountable for transforming their lives. Within these supportive environments, residents often achieve significant personal milestones: obtaining their GEDs, securing gainful employment, and accessing opportunities previously beyond their reach. Many experience genuine love and care for the first time, fostering healing and personal growth. These homes are sanctuaries where brokenness is mended, dreams are realized, and lives are profoundly transformed.

It should be recognized that one can never fully know the backgrounds of those who move into our neighborhoods. In this instance, neighbors are informed about the home's



purpose: to aid those who have experienced trauma and hardship. Our response should be one of support and inclusion, not exclusion based on personal discomfort or fear.

Studies have shown that supportive housing programs have high success rates in maintaining housing stability. For example, 86% of participants in Denver remained in stable housing one year after moving in, with rates of 81% after two years and 77% after three years. By welcoming a stabilization home into your neighborhood, you will be fostering an environment of support and unity, which can strengthen the fabric of your community.

Furthermore, supportive housing is a cost-effective solution for addressing chronic homelessness and associated challenges. In New York City, the average daily cost to house an individual in a homeless shelter is approximately \$124, while the price rises to \$201 per day for a family. In contrast, supportive housing reduces these expenses and alleviates the financial burden on emergency services and the criminal justice system. For instance, the cost of incarcerating an individual at Rikers Island is approximately \$1,525 per day, highlighting the economic advantage of providing supportive housing alternatives.

In conclusion, establishing The Upper Room's stabilization home represents a compassionate and pragmatic approach to addressing the needs of women striving to overcome adversity. By supporting this ministry, you aid these individuals on their recovery journey and enrich our community through increased cohesion, safety, and shared humanity. I urge you to approve the opening of this home and join us in embracing a future where our neighborhoods stand as a beacon of hope and support for those in need.

Thank you for your time and consideration.

Sincerely,

**Jessi K. Burge**

*Founder, Executive Director*

7173 S. Havana Street, Suite 600-305

Centennial, CO 80112



Sources:

Denver Supportive Housing Social Impact Bond Initiative (SIB):

- Urban Institute:  
<https://www.urban.org/policy-centers/metropolitan-housing-and-communities-policy-center/projects/denver-supportive-housing-social-impact-bond-initiative>

New York City Supportive Housing & Cost Analysis:

- Columbia University Housing Lab:  
<https://www.arch.columbia.edu/research/labs/15-housing-lab/question6>
- The Fortune Society:  
[https://fortunesociety.org/media\\_center/opinion-supportive-housing-can-help-break-the-cycle-between-homelessness-and-incarceration](https://fortunesociety.org/media_center/opinion-supportive-housing-can-help-break-the-cycle-between-homelessness-and-incarceration)



Taletha Pettis  
Case Consultant  
Timlin & Rye P.C.  
899 Logan st. Ste 203  
Denver CO 80203

April 4, 2025

To Whom It May Concern:

My name is Taletha Pettis, and I am writing to express my wholehearted support for Shannon's Hope in Colorado. I have worked in the field of child protection for over 25 years, and in that time, I have been blessed to collaborate with Shannon's Hope on numerous occasions. I can attest that I have had many clients who would not have achieved success without the support and safety provided by this program.

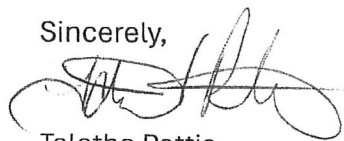
Shannon's Hope is instrumental in assisting women, who have typically experienced some type of trauma, in either keeping their children in their care or being reunified with their children. I have seen firsthand the positive impact they have on the lives of vulnerable families. I have had the pleasure of visiting this facility on many occasions, and I have never witnessed any concerns regarding interactions with the neighbors. The home is consistently kept clean and in a manner that is community friendly, reflecting the program's commitment to being a valuable and respectful member of the neighborhood.

What truly sets Shannon's Hope apart is their unique and effective approach. This facility excels at meeting people where they are, without resorting to shaming or blaming tactics. They understand and respect that we are all unique individuals with different needs and challenges. The opportunities offered through this community-based program remove some of the stigma often associated with asking for help. It fosters a supportive environment where individuals can grow and learn at their own pace, with the guidance of compassionate and skilled professionals.

In my professional experience, programs like Shannon's Hope are crucial to the well-being of our community. They provide essential services that empower families to overcome adversity and create brighter futures for themselves and their children.

I wholeheartedly support Shannon's Hope and believe their work is invaluable to the families and the community they serve. I urge you to consider their positive impact and lend your support to their mission.

Sincerely,



Taletha Pettis  
303-345-7335

Respectfully to the members of Council Bluffs City Council, Council Bluffs Iowa

Re: Upper Room (and Shannon's Hope)

Even the best of our communities has challenges in helping its most vulnerable, which is too often homeless mothers and children and exploited individual women. Shannon's Hope has been successful for decades in offering an in-depth supportive program not only for individuals in need but also for tackling this critical local Community need. The success of coordinating volunteers and resources (including churches and service organizations) to help relieve this growing community concern is reflected in the accolades of many other community representatives.

Some of the benefits and extraordinary support of this program to qualified individuals and to our Community include:

1. Safety. Established protocols protect participants and the Community through a safe and loving environment from commencement through final completion and graduation from individualized programs.
2. Motivation and qualification of participants includes their willingness to pass initial protocol requirements and their commitment to an individualized program proven to be successful over the decades.
3. Opportunity for community volunteers, professionals, and public services for comprehensive and cooperative support as needed.
4. Assimilation of individuals into the local Community as active and productive citizens and family members
5. Growth of local Community members by an opportunity to participate in collaborative purpose-driven support

The Community also enjoys some relief from financial, organizational, and departmental pressures by *private funding and volunteer efforts*. The local neighborhood enjoys the more orderly flow of productive relationships. Program participants find strength and purpose in becoming vibrant members of our local Community.

The Upper Room and Shannon's Hope provide a proven Win-Win for all parties and have my full support and appreciation.

Rick Lunnon

720-363-6287

Arvada, Colorado

### Personal Recommendation

I have known Gabby for more than four years now prior to the time that she came from Refined to work with us at Shannon's Hope. In her role as Programs Director, she plans for and facilitates educational training which provides a base for our client's future employment and life-skills necessities. She has proven to exceed all my expectations of leadership, reliability, and integrity. Her selfless devotion to our clients at Shannon's Hope has been mixed with powerful organizational and leadership skills that have benefited all. She is one of the best decision makers I have been around and shows wisdom in handling conflict. I am thrilled to see her step out in a foundational role with our new home in Council Bluffs. Over the last four years she has been invested with, not only the care of many individuals, but also the balance of being responsible to a larger group of under resourced, homeless women. Her honesty stands out as a powerful fundamental trait that allows for consistent care of individuals as well as a binding force for the staff and board members of Shannon's Hope. She has the mettle of an experience combat veteran as well as the deep sensitivity to share tears with women in need. I highly recommend her as a model citizen, a trustworthy, mentor, as an example of integrity that will benefit the council Bluffs community and her neighborhood in particular. I'm certain her beneficial impact to the community will be felt beyond the individuals rescued from the streets where less homelessness will be evidenced. Each person she rescues from homelessness is one more for whom Council Bluffs doesn't have to provide. As president of the having served as president of the Shannon's Hope board of directors for the last four years, and as a personal friend, I heartily recommend, without reservation, Gabby Dowdy as founder and director of the Upper Room.

Sincerely

Gary Tucker

President, Shannon's Hope Board of Directors

## KEEPING IT CIMPLE | SHANNON WOODS

---

8910 Ralston Road, STE 102 | Arvada, CO 80002 | keepingcimple@gmail.com | 720-270-4899

April 7, 2025

Dear members of Iowa City Hall,

I'm Shannon Woods, Grants /Special Project Manager and small business owner, I would like to offer my endorsement of expanding the Ministry / Mission of Shannon's Hope in Colorado through the opening of the Upper Room in Iowa. The Upper Room will be able to offer your community resources and support specifically Women and Children in need of the options, resources, education and hope.

Shannon's Hope Ministry has more than forty (40) years of experience and has made a difference to innumerable women and their unborn/ born children. I am personally very proud to be in the community and witness "families" /women become success stories through the ministry. In fact, the first true success story is the founder of Shannon's Hope Ministry starting the ministry from her own personal tragedy and now the ministry has become a safe place for countless women and children; over the last four decades.

I believe I can provide significant assistance to this project by ensuring communication and transparency at the Upper Room. In addition, I will be offering my support finding grants and private donations for the Upper Room to become a safe place for women and children in need in your community.

In conclusion, I would like to endorse expanding Shannon's Hope Ministry in Colorado and the Upper Room of Iowa which will benefit the surrounding community of Iowa by offering key resources, options and education to Women in need. Ultimately the program will make a difference for your community through reducing domestic violence, mental health resources (including substance abuse), homelessness and unemployment.

Sincerely,



Shannon Woods

[keepingcimple@gmail.com](mailto:keepingcimple@gmail.com)

720-270-4899

## **NOTICE OF PUBLIC HEARING**

### **TO WHOM IT MAY CONCERN:**

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing to append a PR-2/Planned Residential Overlay and to adopt an associated development plan to allow a 'boarding, lodging, rooming house' on property legally described as the West 110 feet of Lot 1, Block 5, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that the public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 5th day of May, 2025 in the City Council Chambers, 2<sup>nd</sup> Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

---

Jodi Quakenbush, City Clerk

**ORDINANCE NO. 6645**

**AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY APPENDING A PR-2/PLANNED RESIDENTIAL OVERLAY ON PROPERTY LEGALLY DESCRIBED AS THE WEST 110 FEET OF LOT 1, BLOCK 5, PARK ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AS SET FORTH AND DEFINED IN CHAPTER 15.28 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.**

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

**SECTION 1.** That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2020 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by appending a PR-2/Planned Residential Overlay on property legally described as the West 110 feet of Lot 1, Block 5, Park Addition, City of Council Bluffs, Pottawattamie County, Iowa and pursuant to all development standards set forth in attached “Planning Commission Communication” and “Attachments A-F”.

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

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

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

ADOPTED AND APPROVED

May 5, 2025.

\_\_\_\_\_  
MATTHEW J. WALSH

\_\_\_\_\_  
Mayor

Attest:

First Consideration: 4-21-25  
Second Consideration: 5-5-25  
Public Hearing: 5-5-25  
Third Consideration: \_\_\_\_\_

\_\_\_\_\_  
JODI QUAKENBUSH

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

## Council Communication

Department: Public Works Admin  
Case/Project No.: PW25-17  
Submitted by: Matthew Cox, Public Works  
Director

Resolution 25-123  
ITEM 5.B.

Council Action: 5/5/2025

### Description

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

### Background/Discussion

The Southwest sanitary sewer pump station is one of the larger stations within the City's sanitary sewer collection system and is critical to providing sewer service for the community.

The wastewater entering the pump station is screened for solids and debris. This removal process protects the pumps from clogging and limits the potential for damage. Larger stations, like Southwest, utilize a mechanically operated trash rack to clean the screens.

The pump station still has the original bar screen unit constructed in 1989. This project will replace the trash rack system which has reached its service life limit. The newer technology of a modern trash rack will provide reliable removal, handling, storage, and disposal of the screenings.

The project will include the necessary modifications to the screenings room and electrical controls to accommodate the new system.

This project was included in the FY25 CIP and has a budget of \$600,000 in Sewer funds.

The project schedule is as follows:	Hold Public Hearing	May 5, 2025
	Bid Letting	June 5, 2025
	Award	June 23, 2025
	Construction Start	July 2025

### Recommendation

Approval of this resolution to approve the plans and specifications for the Southwest Pump Station Trash Rack Rehab project.

### ATTACHMENTS:

Description	Type	Upload Date
<a href="#">Resolution 25-123</a>	Resolution	4/30/2025



**RESOLUTION**  
**NO 25-123**

**RESOLUTION APPROVING THE  
PLANS, SPECIFICATIONS, FORM OF CONTRACT  
AND COST ESTIMATE FOR THE  
SOUTHWEST PUMP STATION TRASH RACK REHAB  
PROJECT #PW25-17**

WHEREAS,           the City wishes to make improvements known as the Southwest Pump Station Trash Rack Rehab within the City, as therein described; and

WHEREAS,           the plans, specifications, form of contract and cost estimate 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 5, 2025.

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

That the plans, specifications, form of contract and cost estimate are hereby approved for the Southwest Pump Station Trash Rack Rehab Project.

ADOPTED  
AND  
APPROVED

May 5, 2025

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

ATTEST:

\_\_\_\_\_  
Amanda Kopera, Deputy City Clerk

## Council Communication

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

Resolution 25-124  
ITEM 5.C.

Council Action: 5/5/2025

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

<b>Background/Discussion</b>  See attached staff report.
--

<b>Recommendation</b>
-----------------------

### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Staff Report</a>	Staff Report	4/25/2025
<a href="#">Funding Application</a>	Other	4/25/2025
<a href="#">Resolution 25-124</a>	Resolution	4/30/2025

## Council Communication

Department: Community Development	Resolution No.: 25 -	Public Hearing: May 5, 2025
-----------------------------------	----------------------	-----------------------------

### Subject/Title

Resolution supporting the City's application to Iowa Economic Development Authority (IEDA) for Community Development Block Grant-Covid (CDBG-CV) funds to support operating expenses to New Visions Homeless Services (NVHS) and MICA House, and that the Mayor is hereby authorized and directed to submit an application to IEDA for CDBG-CV grant funding and execute any related contracts with IEDA upon award.

### Background/Discussion

IEDA is accepting applications CDBG-CV grant funding from cities in partnership with a limited number of emergency shelters throughout the state. IEDA identified two shelters within Pottawattamie County which include NVHS and MICA House for the following:

Program	Amount of Funds	Activity Delivery Cost Per Unit or Individual Activity	National objective
1. MICA House	\$125,000	Operating Costs	LMC – Low/Mod Limited Clientele Benefit
2. New Visions Homeless Services	\$300,000	Operating Costs	LMC – Low/Mod Limited Clientele Benefit
Total amount	\$425,000		

In addition to the \$425,000 the City can apply for \$1,500 per shelter (\$3,000) for activity delivery/administration fees.

Iowa Finance Authority (IFA) has heard from many emergency shelters serving homeless about the financial strain they are experiencing while operating. The identified CDBG-CV funding source does require a city to act as the applicant for the funds through a streamlined application process. If the city's application is approved by IEDA, the city will enter into a contract with IEDA to receive the CDBG-CV grant funding, and in turn, the city will enter into a subrecipient agreement with your nonprofit agency to provide the grant funding for emergency shelter operations. Maximum grant awards have been pre-determined by IEDA | IFA and will be communicated to the city and your agency directly. Eligible uses of the funding will be emergency shelter operating expenses, including costs for staffing, utilities, maintenance, and insurance. Contracts will have an expiration date of May 31, 2026, and monthly draw submissions for eligible expenses on a cost reimbursement basis will be required to be submitted through the city. CDBG-CV funding will be used for individuals, families, men and women experiencing homelessness. Activities will assist NVHS and MICA House with operating expenses of the facilities to assist homeless persons defined as low- and moderate-income persons. Activities may include relocation, plans to minimize any displacement of persons as a result of the funded activity, and plans to assist persons actually displaced if that were to occur. Community Development and Housing Needs of low to moderate persons in the City and any other planned or potential activities to address these needs.

The City is asking for public input on Community Development and Housing Needs of low to moderate persons and activities to address these needs. All members of the community are encouraged to attend and provide feedback. The need for this CDBG-CV project comes from individuals, families, men and women experiencing homelessness. The project and activities will assist NVHS (1325 N. 15<sup>th</sup> Street) and MICA House (1415 Ave J) with operating expenses of the facilities to assist homeless persons defined as low- and moderate-income persons. The amount of assistance is \$300,000 to NVHS that anticipates to assist 800 men and \$125,000 to MICA House that anticipates to assist 700 families and women. The project does not include relocation that, or displacement of persons.

It shall be the policy of the City to take affirmative steps to ensure that a duplication of benefit does not occur in the administration of its CDBG-CV funding. Subrecipients and partners responsible for implementing projects and activities funded under the City's CDBG-CV grants shall be required to adhere to the policy and procedures outlined in this document and must ensure that DOB prevention is specifically addressed in their policies and procedures. The Duplication of Benefits policy can be found in the City's CDBG-CV Guidelines.

Staff believes the City of Council Bluffs should apply for the CDBG-CV funds as it will be beneficial to New Visions Homeless Services and MICA House and that it would be in the best interest of the City to allocate CDBG-CV funds as outlined above.

### Staff Recommendation

The Community Development Department recommends approval of resolution supporting the City's application to IEDA for CDBG-CV funds to support operating expenses to New Visions Homeless Services and MICA House; and that the Mayor is hereby authorized and directed to submit an application to IEDA for CDBG-CV grant funding and execute any related contracts with IEDA upon award.

## Council Communication

### Attachments

Notice of Public Hearing  
Resolution  
Application



April 24, 2025

Ms. Sarah Plowmann  
CDBG Project Manager  
1963 Bell Ave, Suite 200  
Des Moines, Iowa 50315

RE: Emergency Shelter Operating Funding – Authorizing IDEA to consider City of Council Bluffs Application

Dear Ms. Plowman,

Please accept this letter signed by me, Mayor Matthew Walsh – the mayor of the City of Council Bluffs, authorizing IDEA to consider the City's application for Emergency Shelter Operating Funding through the Community Development Block Grant-Covid (CDBG-CV) program.

Thank you for your considerations.

Sincerely,

Mayor Matthew Walsh  
City of Council Bluffs

## Homelessness Operations CDBG-CV Application

**Name of City:** City of Council Bluffs

**Allocation Amount:** \$425,000

### General Considerations:

1. 100% of funds must be for Low-to Moderate Income Activities. 24 CFR 570.208(a)(2)(i)(A) includes homeless persons in the definition of presumed to be principally low and moderate income persons.
2. Activity costs must be for shelter operations expenses; no construction, rehab, etc., work is allowed. CDBG matrix code 03T "Homeless/AIDS Patients Programs" (e.g., staff costs, utilities, maintenance, insurance).
3. Estimate the amount of funds allocated to activity delivery cost per activity/homeless program. Activity delivery cost would be the source of administration dollars for entitlement cities to administer these funds, and non-entitlement communities would allocate those admin dollars to a grant administrator as per regular CDBG program awards. HUD put out a CPD Notice about activity delivery costs vs. general administration costs: <https://files.hudexchange.info/resources/documents/Notice-CPD-13-07-Allocating-Staff-Costs-Program-Administration-Delivery-Costs-CDBG.pdf>.
4. This is a non-competitive application. IEDA is seeking information on how you will expend your allocation (referenced above) of IEDA's remaining CDBG-CV allocation.
5. 100% of funds must be expended post-award after the IEDA environmental/historic review and approval date and before the contract end date of 5/31/26. All costs must be incurred post-award and before 5/31/26.
6. This is a reimbursement grant. Requests for reimbursement of shelter operations expenses and any city activity delivery expenses should be submitted in IowaGrants ideally monthly but at a minimum on a quarterly basis.
7. Unless waived or modified by the Federal Register Notice, all state CDBG regulations will govern these funds. This includes but is not limited to: going through IEDA for the environmental/historic review process, using IowaGrants for all form submissions, using the IEDA Procurement Policy for any purchases made with grant funds, and complying with IEDA records retention, monitoring, and other requirements.

### Submit with the Application:

1. Cover Page: The application must be accompanied by a letter on City letterhead signed by the Chief Elected Official authorizing IEDA to consider the application
2. Applicant Disclosure Report: <https://www.hud.gov/sites/dfiles/OCHCO/documents/2880.pdf>
3. Federal Assurances Signature Page: Included on page seven (7) of this document.
4. Public Hearing minutes and the notification of the public hearing. Instructions for the public hearing can be found on page two (2).
5. The completed Program pages that follow in this document, on pages 3-6. Complete one page per shelter that would receive funding.
6. Duplication of Benefits (DOB) documentation: a) the IEDA CDBG DOB Policy to be adopted by the City, and b) documentation demonstrating that this award would not constitute a duplication of benefits for either the City as recipient or shelter subrecipient(s).
7. Email all materials to Sarah Plowman ([sarah.plowman@iowaeda.com](mailto:sarah.plowman@iowaeda.com)) by June 1, 2025.

### Origin of Funds:

In 2020, HUD made three allocations of CDBG-CV funds to states. States are allowed to fund either entitlement or non-entitlement communities with these funds. For the Federal Register notice, see here: [https://www.hud.gov/sites/dfiles/CPD/documents/CDBG-CV\\_Note\\_Federal\\_Register\\_Publication\\_2002-08.pdf](https://www.hud.gov/sites/dfiles/CPD/documents/CDBG-CV_Note_Federal_Register_Publication_2002-08.pdf)  
For memos regarding the methodology of the second and third allocations of funds, see these links respectively: [https://www.hud.gov/sites/dfiles/CPD/documents/Revised\\_CDBG-CV2\\_Methodology.pdf](https://www.hud.gov/sites/dfiles/CPD/documents/Revised_CDBG-CV2_Methodology.pdf) and <https://www.hud.gov/sites/dfiles/CPD/documents/Methodology-for-CDBG-CARES-Act-Final-Allocation-CV-3-Part-A-9-11-2020.pdf>

**Next Steps:**

Applications due by 6/1/25. After your community submits the entitlement application, it will be reviewed by IEDA staff who will notify you if any other application materials will be needed for clarification. If the application is complete and meets the CDBG-CV regulations, upon Director approval IEDA would then send you an award letter and contract. Award funds are contingent upon the successful return and execution of the contract.

**Overall Budget** *(fill as many lines as you need):*

Program	Amount of Funds	Activity Delivery Cost Per Unit or Individual Activity	National objective
1. MICAH House	\$125,000	Operating Costs	LMC – Low/Mod Limited Clientele Benefit
2. New Visions Homeless Services	\$300,000	Operating Costs	LMC – Low/Mod Limited Clientele Benefit
Total amount	\$425,000		

Plus, \$1,500 per shelter (\$3,000 total) for activity delivery/admin fees.

**Public Hearing Instructions:**

The purpose of the hearing is to make the public aware of the application to IEDA to spend the CDBG-CV funds allocated to the City.

*Publication:* The public hearing notice must be published no more than 20 days and no less than 4 days from the date of the public hearing. The notification should follow the City's normal protocols for publication but should at a minimum be published in a newspaper of general circulation.

*Public Hearing:* The City should follow their normal public hearing protocols. These can be virtual or in-person. The public hearing must include:

1. Need for the CDBG project
2. Description of the CDBG funded project & activities
3. The amount of CDBG funds for the project
4. Estimated amount of CDBG assistance that will benefit low-and moderate-income persons
5. The location of project activities
6. Any relocation that will have to take place because of the CDBG project, plans to minimize any displacement of persons as a result of the funded activity, and plans to assist persons actually displaced if that were to occur
7. City/ County contact information for residents to contact with concerns or complaints regarding the project
8. Community Development and Housing Needs of low to moderate persons in the City and any planned or potential activities to address these needs. The City should ask for public input on this item and include public comments in the minutes.
9. Other Community Development and Housing needs and any planned or potential activities to address these needs. The City should ask for public input on this item and include public comments in the minutes.

*Minutes:* The public hearing minutes from the hearing must include the information provided at the hearing on the 9 points listed above.



## Applicant Disclosure Report

### Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Number: 2501-0044  
Expiration Date: 2/28/2027

**Public Reporting Burden Statement:** This collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of the requested information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R. 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed HUD-2880 forms to this address. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. This agency is authorized to collect this information under Section 102 of the Department of Housing and Urban Development Reform Act of 1989. The information you provide will enable HUD to carry out its responsibilities under this Act and ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. This information is required to obtain the benefit sought in the grant program. Failure to provide any required information may delay the processing of your application and may result in sanctions and penalties including of the administrative and civil money penalties specified under 24 CFR §4.38. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552). The information contained on the form is not retrieved by a personal identifier, therefore it does not meet the threshold for a Privacy Act Statement.

<b>Applicant/Recipient Information</b>	<b>* UEI Number:</b> MP6AX535XXK3	<b>* Report Type:</b> <span style="border: 1px solid black; padding: 2px;">INITIAL UPDATE</span>
1. Applicant/Recipient Name, Address, and Phone (include area code)		
* Applicant Name: City of Council Bluffs		
* Street 1: 209 Pearl Street		
Street 2:		
City: Council Bluffs	State Abbreviation: IA	* Zip Code: 51503
County: Pottawattamie		
* Country: USA		
* Phone: 712-890-5350		
2. Employer ID Number (do not include individual social security numbers): 42-6004428		
3. HUD Program Name: CDBG-CV		
4. Amount of HUD Assistance Requested/Received: \$400,000		
5. State the name and location (street address, City and State) of the project or activity		
Project Name: New Visions Homeless Services/MICAH House		
* Street 1: 1435 N 15th Street		
Street 2: 1415 Ave J		
City: Council Bluffs	State Abbreviation: IA	* Zip Code: 51501
County: Pottawattamie		
* Country: USA: UNITED STATES		

#### Part I Threshold Determinations

- |   |  |
|---|--|
| 1. Are you applying for assistance for a specific project or activity?<br>These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. For further information see 24 CFR Sec. §4.3. | 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR §4.9. |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. However, you must sign the certification at the end of the report.

**Part II Other Government Assistance Provided or Requested/Expected Sources and Use of Funds.** Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name	Department/State/Local Agency Name
* Government Agency Name:	* Government Agency Name:
Government Agency Address:	Government Agency Address:
* Street 1:	* Street 1:
Street 2:	Street 2: 1415 Ave J
City: State Abbreviation: * Zip Code:	City: State Abbreviation: * Zip Code:
County:	County:
Country:	Country:
* Type of Assistance:	* Type of Assistance:
* Amount Requested/Provided: \$	* Amount Requested/Provided: \$
* Expected Uses of the Funds:	* Expected Uses of the Funds:

**Note:** For Part 1, use additional pages if necessary. Add Attachment:

**Part III Interested Parties. You must disclose:**

1. All developers, contractors, or consultants involved in the application for assistance or in the planning, development, or implementation of the project or activity.

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* Unique Entity ID	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)			
			\$			%
			\$			%
			\$			%

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

* Alphabetical list of all persons with a reportable financial interest in the project or activity (for individuals, give the last name first)	* City of Residence	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)			
			\$			%
			\$			%
			\$			%

**Note:** For Part 2, use additional pages if necessary. Add Attachment:

**Certification:**

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(iii)).

\* Signature:  \* Date: (mm/dd/yyyy): 04/24/2025

## Instructions

### Overview.

**A. Coverage.** You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

### B. Update reports (filed by "Recipients" of HUD Assistance):

**General.** All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

### Line-by-Line Instructions.

#### Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's EIN, as appropriate, is optional. Individuals must not include social security numbers on this form.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. **NOTE:** In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

#### Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. Recipients filing Update Reports should not complete this Part.

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

#### Part II. Other Government Assistance and Expected Sources and Uses of Funds.

**A. Other Government Assistance.** This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as

any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

**B. Non-Government Assistance.** Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD and any other source - that have been or are to be, made available for the project or activity. Non-government sources of Form HUD-2880 funds typically include (but are not limited to) foundations and private contributors.

#### Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower). **Note:** A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Unique Entity Identifier (UEI), for non-individuals, or city of residence, for individuals, for each organization and person listed is **optional**.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

**Note** that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, or on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required. Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Form HUD-2880 (1/27/2023)

**Notes:**

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or

any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.

5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

**TO BE ADDED AFTER 5/5/2025 Public Hearing**

## Notification of the Public Hearing

To Whom It May Concern:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing for the purpose to make the public aware of the application to Iowa Economic Development Authority (IEDA) to spend the CDBG-CV funds allocated to the City for the funds to support operating expenses to New Visions Homeless Services (NVHS) located at 1435 N. 15<sup>th</sup> Street, Council Bluffs IA 51503 and MICAH House located at 1415 Avenue J, Council Bluffs, IA 51501. The need for this CDBG-CV project comes from individuals, families, men and women experiencing homelessness. The project and activities will assist NVHS and MICAH house with operating expenses of the facilities to assist homeless persons defined as low- and moderate-income persons. The amount of assistance is \$300,000 to NVHS that anticipates to assist 800 men and \$125,000 to MICAH House that anticipates to assist 700 families and women. The project may include relocation that will have to take place, plans to minimize any displacement of persons as a result of the funded activity, and plans to assist persons actually displaced if that were to occur. Community Development and Housing Needs of low to moderate persons in the City and any other planned or potential activities to address these needs. The City is asking for public input on Community Development and Housing Needs of low to moderate persons and activities to address these needs. All members of the community are encouraged to attend and provide feedback. Any questions, concerns or complaints regarding this project should be directed, at least 48 hours in advance to Jodi Quakenbush, City Clerk, 209 Pearl Street, Council Bluffs, Iowa 51503; phone (712) 890-5263 or email [jquakenbush@councilbluffs-ia.gov](mailto:jquakenbush@councilbluffs-ia.gov). You are further notified that the public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 5th day of May, 2025 in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

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Jodi Quakenbush, City Clerk



## Federal Assurances Signature Page

I, Mayor Matthew Walsh, (applicant official) hereby certify that in carrying out the activities funded under the CDBG Program, the City of Council Bluffs:

- A. will minimize displacement of persons as a result of such activities;
- B. will conduct and administer the program in conformity with Public Law 88-352 (Title VI of the Civil Rights Act of 1964), and Public Law 90-284 (Title VIII of the Civil Rights Act of 1968) and will affirmatively further fair housing);
- C. will provide for opportunities for citizen participation, hearings, and access to information with respect to our community development program comparable to the requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1975 as amended through 1987; and
- D. will not attempt to recover any capital costs of public improvements assisted in whole or part under the CDBG Program by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under the CDBG Program are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Public Law 93-383, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not of very low income, the city/county has certified to the State that it lacks sufficient funds received under the CDBG Program to comply with the requirements of clause (i) above.

I also certify that to the best of my knowledge and belief, data in the application is true and correct, including commitment of local resources; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all applicable federal and state requirements, including the following, if assistance is approved:

- A. Civil Rights Acts;
- B. Housing and Community Development Acts of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973;
- E. Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act; the Copeland Anti-kickback Act; the Department of Defense Reauthorization Act of 1986 and the Fair Labor Standards Act.
- F. National Environmental Policy Act of 1969 and 24 CFR 58 (Environmental Review).
- G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- H. State of Iowa Citizen Participation Plan;
- I. Lead-based Paint Poisoning Prevention Act;
- J. Residential Anti-displacement and Relocation Assistance Plan;
- K. Government-wide Restriction on Lobbying and the Hatch Act; and
- L. Prohibition on the Use of Excessive Force.

Mayor Walsh  
Typed Name of Applicant Official

  
Signature

4/24/2025  
Date

Courtney Harter  
Typed Name of Person Attesting

  
Signature

4/24/2025  
Date

**Program Descriptions** (fill as many as would be funded):



## Shelter 1 Name: MICAH House

1. Amount of funds to be allocated to the shelter: \$125,000
2. Description (pre- and post-pandemic) of the shelter and its operations:

MICAH House (MH) has remained a consistent, essential resource for families and women experiencing homelessness—before, during, and after the COVID-19 pandemic. While our core service model has not changed, the pandemic required increased focus on infection control, staffing stability, and safety protocols. Specifically, MICAH House co-created an Infectious Disease policy and guidelines with the Pottawattamie County Health Department.

Our non-congregate shelter model proved invaluable during the height of COVID-19, allowing us to implement distancing and safety precautions more effectively than traditional models. Post-pandemic, this model continues to offer a health-conscious and trauma-informed environment that promotes dignity and stability for our residents.

We've also seen our clients experience significant challenges to exiting our shelter into safe, affordable housing. This has dramatically increased our length of stay. Before the COVID-19 pandemic, MICAH House served an average of 802 clients annually, with 50% exiting into stable housing. In 2023, MICAH House's average length of stay shifted to 100 days in the family shelter and 57 days in the women's shelter (triple the length of stay prior to COVID). In 2024, we saw a decrease, but still double what it was before the pandemic. Now, MICAH House is averaging 771 clients served annually, with only 32% exiting into stable housing. MICAH House still serves high rates of extremely low-income individuals - what has changed is their ability to exit shelters into safe, affordable housing.

3. Estimate of the number of individuals to be assisted with this funding over the contract period: 700
4. Describe how the planned activity will prevent, prepare for, and/or respond to the effects of the COVID-19 pandemic in this shelter specifically and the community as a whole:

MICAH House is a safety net for individuals experiencing housing instability, which has only increased since the pandemic. Housing costs have risen, individual landlords have decreased, and increased eviction rates have created an additional barrier for families and individuals. While there is much community work to address our local affordable housing issues, these plans take time to implement and work downstream. MICAH House works directly with community members needing support now. Funds will help cover costs to maintain critical programming and shelter operations to help families and women experiencing homelessness and support their journey to self-sufficiency. MICAH House programming and services work to address each barrier through our intensive case management, trauma-informed care, and basic needs support, including daily meals, health and wellness programming, economic empowerment programming, and our onsite childcare center. Together, through implementation with our essential, caring staff, MICAH House provides safety and hope to these individuals.

5. Describe any additional ways that the planned activity will address public health, coronavirus, and/or housing and economic disruption needs:

Continued funding is essential to sustain safe, clean, and operational shelter facilities while maintaining qualified, compassionate staff who can provide trauma-informed care. The intended outcome is to ensure uninterrupted shelter services that meet public health standards and adapt swiftly to future crises.

6. Describe how the full allotment of funds will be expended on operations expenses by 5/31/26:

Funds will be utilized to cover our largest operational expense, personnel, by supporting the hiring and retention of qualified staff members to assist clients on a daily basis and providing ongoing maintenance and upkeep to the shelters.

7. Describe how this funding will not constitute a duplication of benefits (DOB) for either the City as recipient or the shelter as subrecipient. Attach supporting documentation.

It shall be the policy of the City to take affirmative steps to ensure that a duplication of benefit does not occur in the administration of its CDBG-CV funding. Subrecipients and partners responsible for implementing projects and activities funded under the City's CDBG-CV grants shall be required to adhere to the policy and procedures outlined in this document and must ensure that DOB prevention is specifically addressed in their policies and procedures.

## Shelter 2 Name: New Visions Homeless Services

1. Amount of funds to be allocated to the shelter: \$300,000
2. Description (pre- and post-pandemic) of the shelter and its operations:

New Visions Homeless Services operates western Iowa's only low-barrier men's shelter. Pre-pandemic, NVHS was serving approximately 1,000 men a year in our shelter and only about 12% of our shelter guests had a chronicity of homelessness of over a year and we were able to quickly exit them into a housing situation.

Post pandemic our numbers have dropped to serving about 800 men a year in our shelter but the chronicity of homelessness of over a year has dramatically increased to 40% of the men we serve, not allowing us to turn over beds and overflow mats as often. This is due to a less than a 1.5% rental vacancy rate in Pottawattamie County leaving our vulnerable neighbors not having affordable and attainable housing options. According to HUD's national Point-In-Time(PIT) data, Council Bluffs' COC is experiencing the fastest increase in street level homelessness in the country and Council Bluffs have counted half of the number of people experiencing street level homelessness in our COC during the last two PIT, even though Omaha is 10x bigger than Council Bluffs. Due to this we are seeing extreme pressure on our shelter, facility, and staffing needs as the level of individuals experiencing street level homeless are accessing our shelter services but are not able to stay in due to no open beds, or shelter options in our community (i.e. no couple shelters, limited women shelter beds, no inter-generation shelters, or pet friendly shelter other than ours). Many live in their cars in front of our shelter or in tents around our facility but still utilize our showers, hygiene kits, food and other programming services offered at our shelter as it is the only facility that is open and welcomes this population daily regardless if they receive a bed or mat at night.

NVHS has slept overflow men in our shelter since we opened our doors in 2008, but for the first time in history and post pandemic we have had to start capping how many men we have in our dining room on mats due to safety concerns from the fire department and we now have men lining up to get an available bed/ mat leaving some of them on the streets trying daily to get a spot.

3. Estimate of the number of individuals to be assisted with this funding over the contract period: 800 men
4. Describe how the planned activity will prevent, prepare for, and/or respond to the effects of the COVID-19 pandemic in this shelter specifically and the community as a whole:

The pandemic broke the housing system where many of "mom and pop" landlords sold to corporations which then resulted in rent increases in our community of 30 to 40% forcing many low-income earners of those on fixed income to seek shelters due to not being able to find places that would rent to them, or they could afford. Increased funding can help expand the services available in our low-barrier shelter, providing immediate, safe places for people to sleep, especially crucial during Iowa's harsh weather conditions. Low-barrier shelters minimize requirements for entry, such as sobriety or participation in mandatory classes regardless if they are needed in individual situations, making our shelter more accessible to a wider range of individuals, including those with substance use disorders or mental health challenges. This inclusivity ensures that more people can access safety and warmth without facing immediate obstacles. This model helps benefit our community as a whole as our shelter provides a place where individuals can go to access immediate assistance as opposed to being on the streets in our community with no access to support or help.

5. Describe any additional ways that the planned activity will address public health, coronavirus, and/or housing and economic disruption needs:

Additional funding will address the public health and housing needs as our shelter acts as a crucial first point of contact, connecting individuals with essential support services that can aid in their transition out of homelessness. Increased support will allow our shelters to employ case managers and give our community partners a place to assess individual needs and link our shelter guests to resources such as mental health care, substance abuse treatment, medical services, and job training which all address our public health and housing crisis. Funding is also crucial in the sustainability of our programs post pandemic especially with the uncertainty of some of our federal funding that we receive to run our programs in this political climate.

6. Describe how the full allotment of funds will be expended on operations expenses by 5/31/26:

NVHS has a proven track record of expending all of their grants by the deadlines outlined in our grant agreements. All CV and ARPA funding awarded to our agency over the past couple of years have had successful draws that were audited and showed the correct allowable expenditure of all of our funding. Looking at our shelter's remaining budget of the year and into the first half of 2026 we will have enough expenses to expend all of the funding by the requested date.

7. Describe how this funding will not constitute a duplication of benefits (DOB) for either the City as recipient or the shelter as subrecipient. Attach supporting documentation.

It shall be the policy of the City to take affirmative steps to ensure that a duplication of benefit does not occur in the administration of its CDBG-CV funding. Subrecipients and partners responsible for implementing projects and activities funded under the City's CDBG-CV grants shall be required to adhere to the policy and procedures outlined in this document and must ensure that DOB prevention is specifically addressed in their policies and procedures.

## Duplication of Benefits (DOB) Documentation

### Duplication of Benefits

The purpose of the Policy on Duplication of Benefits (DOB) is to ensure that the City of Council Bluffs is not providing federal funds to pay for particular costs where there is another source of federal financial assistance that has paid for that same cost. Further, this document will identify specific processes that will assist in preventing the DOB.

*“The CARES Act requires HUD to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 42 U.S.C. 5121 et seq.).”*

It shall be the policy of the City to take affirmative steps to ensure that a duplication of benefit does not occur in the administration of its CDBG-CV funding. Subrecipients and partners responsible for implementing projects and activities funded under the City’s CDBG-CV grants shall be required to adhere to the policy and procedures outlined in this document and must ensure that DOB prevention is specifically addressed in their policies and procedures.

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance.

All proposals/applications that are being considered for funds provided by the CARES Act Funds shall be assessed by how they address a community need and to what extent the prevent, prepare for and/or respond to the coronavirus. Additionally, proposals shall be evaluated alongside other available resources to meet the same need.

No proposals that duplicate a benefit at the time of funding will be recommended for approval. An analysis of funding available and current unmet need will be conducted prior to finalizing agreements.

Prior to award, Staff shall identify total need and determine whether all costs are reasonable and necessary. The City shall require applicants to identify all sources of funding received and reasonably anticipated and provide supporting documentation of such sources (for example, bank statements showing the receipt and expenditure of Payroll Protection Program funds). The City shall require the applicant (individual or entity) to certify that all assistance is reported. Whenever possible, third party verification for all sources of assistance shall be obtained.

If it is found that a duplication of benefits occurs after the award of funds (CDBG-DR, CDBG-CV or ESG-CV funds were used to pay expenses covered by other federal coronavirus relief programs and the total paid exceeds the demonstrated and documented need), the applicant/beneficiary must repay the CDBG-CV funds to the City.

Reference the HUD CDBG-CV Duplication of Benefits Quick Guide

**RESOLUTION NO. 25-124**

**A RESOLUTION SUPPORTING THE CITY'S APPLICATION TO IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) FOR COMMUNITY DEVELOPMENT BLOCK GRANT-COVID (CDBG-CV) GRANT FUNDING AND THAT THE MAYOR IS HEREBY AUTHORIZED AND DIRECTED TO SUBMIT AN APPLICATION TO IEDA FOR CDBG-CV GRANT FUNDING AND EXECUTE ANY RELATED CONTRACTS WITH IEDA UPON AWARD.**

WHEREAS, the IEDA has funds for CDBG-CV that will be allocated to designated Emergency Shelters; and

WHEREAS, IEDA has allocated the amount of assistance of \$300,000 to New Visions Homeless Services (NVHS) that anticipates to assist 800 men and \$125,000 to MICAH House that anticipates to assist 700 families and women; and

WHEREAS, all funds must be for low-to moderate income activities. 24 CFR 570.208(a)(2)(i)(A) includes homeless persons in the definition of presumed to be principally low- and moderate-income persons; and

WHEREAS, CDBG-CV funds are to support operating expenses to NVHS located at 1435 N. 15th Street, Council Bluffs IA 51503 and MICAH House located at 1415 Avenue J, Council Bluffs, IA 51501; and

WHEREAS, it is the option of the City Council that it would be in the best interest of the City to apply to IEDA for CDBG-CV grant funding.

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

That the City Council supports an application to IEDA for CDBG-CV grant funding.

**BE IT FURTHER RESOLVED**

That the Mayor is hereby authorized and directed to submit an application to IEDA for CDBG-CV grant funding and execute any related contracts with IEDA upon award.

ADOPTED  
AND  
APPROVED:

May 5, 2025

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Matthew J. Walsh, Mayor

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Amanda Kopera, Deputy City Clerk

## Council Communication

Department: Legal  
Case/Project No.:  
Submitted by: Graham Jura on behalf of City  
Council

Ordinance 6647  
ITEM 6.A.

Council Action: 5/5/2025

<b>Description</b>  Ordinance to amend Chapter 3.62 "Solicitors" of the 2020 Municipal Code of Council Bluffs, Iowa, by amending Chapter 3.62.020 "Definitions-Solicitors."
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<b>Background/Discussion</b>  This amendment has been drafted at the request of City Council to include asking for monetary donations in this Section, unless otherwise authorized by CBMC.
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<b>Recommendation</b>  Approval is recommended.
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### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Ordinance-red line version</a>	Other	4/23/2025
<a href="#">Ordinance 6647</a>	Ordinance	4/30/2025



### **3.62.020 Definitions - Solicitors**

For the purpose of this chapter, the following words, terms and phrases are defined as follows:

Person: An individual.

Solicitor: Any person, traveling by foot, motor vehicle, or other type of conveyance from dwelling to dwelling, or street to street, **requesting donations of funds or other monetary value (unless authorized under CBMC 3.62.135)**, carrying, conveying, or transporting candies, foods, magazines, or other merchandise, offering and exposing the same for sale, or making sales, and delivering such articles to purchasers, or taking orders for sales for future delivery, whether or not such person has, carries, or exposes for sale a sample of the subject of such sale, or whether or not he/she is collecting advance payment on such sales, or offering to furnish or perform services to be furnished now or in the future.

(Ord. 5794 § 3 (part), 2004)

### **HISTORY**

Repealed & Reenacted by Ord. 6591 on 11/13/2023

**ORDINANCE NO. 6647**

**AN ORDINANCE TO AMEND CHAPTER 3.62 SOLICITORS OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING CHAPTER 3.62.020 “DEFINITIONS-SOLICITORS”.**

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

**SECTION 1.** That Chapter 3.62 Solicitors of the 2020 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending Chapter 3.62.020 “Definitions-Solicitors” to read as follows:

**3.62.020 Definitions - Solicitors**

For the purpose of this chapter, the following words, terms and phrases are defined as follows:

Person: An individual.

Solicitor: Any person, traveling by foot, motor vehicle, or other type of conveyance from dwelling to dwelling, or street to street, requesting donations of funds or other monetary value (unless authorized under CBMC 3.62.135) carrying, conveying, or transporting candies, foods, magazines, or other merchandise, offering and exposing the same for sale, or making sales, and delivering such articles to purchasers, or taking orders for sales for future delivery, whether or not such person has, carries, or exposes for sale a sample of the subject of such sale, or whether or not he/she is collecting advance payment on such sales, or offering to furnish or perform services to be furnished now or in the future.

(Ord. 5794 § 3 (part), 2004)

**HISTORY**

*Repealed & Reenacted by Ord. 6591 on 11/13/2023*

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

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

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

PASSED  
AND  
APPROVED

May 19, 2025.

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MATTHEW J. WALSH

Mayor

Attest:

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JODI QUAKENBUSH

City Clerk

First Consideration: 5-5-25

Second Consideration: 5-19-25

Public Hearing: n/a

Third Consideration: \_\_\_\_\_

## Council Communication

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

Ordinance 6648  
ITEM 6.B.

Council Action: 5/5/2025

### Description

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

### Background/Discussion

The Code of Iowa §380.8 provides that a city shall compile a code of ordinances containing all of the city ordinances in effect, except grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.

The City of Council Bluffs, Iowa, has compiled a code of ordinances containing all the city ordinances in effect, with the exceptions set forth above and the code contains only existing ordinances edited and compiled without change in substance.

The update for the municipal code shall be adopted at least once every five years and this adoption will replace the 2020 Municipal Code of Council Bluffs, Iowa.

### Recommendation

Approval is recommended.

### ATTACHMENTS:

Description	Type	Upload Date
<a href="#">Ordinance 6648</a>	Ordinance	4/30/2025

**ORDINANCE NO. 6648**

**AN ORDINANCE ADOPTING THE 2025 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.**

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

**SECTION 1.** That the 2025 ordinances of the City of Council Bluffs, Iowa, entitled “Municipal Code of Council Bluffs, Iowa” as codified, revised, edited and indexed by the Municipal Code Corporation, Tallahassee, Florida, and select personnel for the City, are ordained as general ordinances and are hereby adopted. A complete copy is available online at [https://library.municode.com/ia/council\\_bluffs](https://library.municode.com/ia/council_bluffs) or through the Council Bluffs City Clerk.

**SECTION 2. REPEALER.** Ordinance No. 6436 or any other ordinances or parts of ordinance in conflict with the provision of this ordinance shall be and are hereby repealed upon passage, approval, and publication of this ordinance.

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

**SECTION 4. EFFECTIVE DATE.** That this ordinance shall be in full force and effect from and after its passage, approval, and publication, as by law provided.

PASSED  
AND  
APPROVED

May 19, 2025.

\_\_\_\_\_  
MATTHEW J. WALSH

\_\_\_\_\_  
Mayor

Approved:

\_\_\_\_\_  
JODI QUAKENBUSH

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

First Consideration: 5-5-25

Second Consideration: 5-19-25

Public Hearing: n/a

Third Consideration: \_\_\_\_\_

## Council Communication

Department: City Clerk  
Case/Project No.:  
Submitted by: Graham Jura on behalf of PD

Ordinance 6646  
ITEM 7.A.

Council Action: 5/5/2025

### Description

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

### Background/Discussion

Iowa Code designates 2 different code sections for Open Container in Motor Vehicle. Iowa Code Section 321.284 identifies the driver and Iowa Code Section 321.282A identifies the passenger, making it clear to all parties when which role was played when issuing and filing the citations. PD and Legal have reviewed the Iowa Code and our current CBMC 9.72.357 and have determined that it is best to be consistent with Iowa Code and differentiate between parties as well.

### Recommendation

Approval is recommended.

### ATTACHMENTS:

Description	Type	Upload Date
<a href="#">Ordinance-red line version</a>	Other	4/8/2025
<a href="#">Ordinance 6646</a>	Ordinance	4/16/2025

#### 9.72.357 Open Containers In Motor Vehicles

- A. A driver ~~or passenger~~ of a motor vehicle upon a public street or highway shall not possess in the passenger area of the motor vehicle an open or unsealed bottle, can, jar, or other receptacle containing an alcoholic beverage. "Passenger area" means the area designed to seat the driver and passengers while the motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in their seating positions, including the glove compartment. An open or unsealed receptacle containing an alcoholic beverage may be transported in the trunk of the motor vehicle. An unsealed receptacle containing an alcoholic beverage may be transported behind the last upright seat of the motor vehicle if the motor vehicle does not have a trunk. A person convicted of a violation of this Section is guilty of a simple misdemeanor punishable as a scheduled violation under Iowa Code Section 805.8A.
- B. A passenger of a motor vehicle upon a public street or highway shall not possess in the passenger area of the motor vehicle an open or unsealed bottle, can, jar, or other receptacle containing an alcoholic beverage. "Passenger area" means the area designed to seat the driver and passengers while the motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in their seating positions, including the glove compartment. An open or unsealed receptacle containing an alcoholic beverage may be transported in the trunk of the motor vehicle. An unsealed receptacle containing an alcoholic beverage may be transported behind the last upright seat of the motor vehicle if the motor vehicle does not have a trunk. A person convicted of a violation of this Section is guilty of a simple misdemeanor punishable as a scheduled violation under Iowa Code Section 805.8A.

(Ord. 5379 § 1, 1998)

#### HISTORY

Amended by Ord. [6559](#) on 5/8/2023

**ORDINANCE NO. 6646**

**AN ORDINANCE TO AMEND TITLE 9 “TRAFFIC” OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING CHAPTER 9.72.357 “OPEN CONTAINERS IN MOTOR VEHICLES” TO DIFFERENTIATE BETWEEN THE DRIVER AND A PASSENGER.**

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

**SECTION 1.** That Title 9 “Traffic” of the 2020 Municipal Code of Council Bluffs, Iowa, is hereby amended “Chapter 9.72.357 Open Containers in Motor Vehicles” to read as follows:

**9.72.357 Open Containers In Motor Vehicles**

- A. A driver of a motor vehicle upon a public street or highway shall not possess in the passenger area of the motor vehicle an open or unsealed bottle, can, jar, or other receptacle containing an alcoholic beverage. “Passenger area” means the area designed to seat the driver and passengers while the motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in their seating positions, including the glove compartment. An open or unsealed receptacle containing an alcoholic beverage may be transported in the trunk of the motor vehicle. An unsealed receptacle containing an alcoholic beverage may be transported behind the last upright seat of the motor vehicle if the motor vehicle does not have a trunk. A person convicted of a violation of this Section is guilty of a simple misdemeanor punishable as a scheduled violation under Iowa Code Section 805.8A.
- B. A passenger of a motor vehicle upon a public street or highway shall not possess in the passenger area of the motor vehicle an open or unsealed bottle, can, jar, or other receptacle containing an alcoholic beverage. “Passenger area” means the area designed to seat the driver and passengers while the motor vehicle is in operation and any area that is readily accessible to the driver or a passenger while in their seating positions, including the glove compartment. An open or unsealed receptacle containing an alcoholic beverage may be transported in the trunk of the motor vehicle. An unsealed receptacle containing an alcoholic beverage may be transported behind the last upright seat of the motor vehicle if the motor vehicle does not have a trunk. A person convicted of a violation of this Section is guilty of a simple misdemeanor punishable as a scheduled violation under Iowa Code Section 805.8A.

(Ord. 5379 § 1, 1998)

**HISTORY**

*Amended by Ord. 6559 on 5/8/2023*



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

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

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

PASSED  
AND  
APPROVED

May 5, 2025.

\_\_\_\_\_  
MATTHEW J. WALSH

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
JODI QUAKENBUSH

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

First Consideration: 4-21-25  
Second Consideration: 5-5-25  
Public Hearing: n/a  
Third Consideration: \_\_\_\_\_

## Council Communication

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

Resolution 25-125  
ITEM 8.A.

Council Action: 5/5/2025

### Description

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

### Background/Discussion

Safe Streets and Roads for All (SS4A) is a competitive grant program through the US Department of Transportation that will provide \$5 billion over 5 years to improve traffic safety by supporting local communities in the development of safety action plans, and the implementation of projects which reduce traffic fatalities and serious injuries on the local road network. In 2023, MAPA was awarded grant funding to develop a regional Comprehensive Safety Action Plan (CSAP).

Nationwide, traffic deaths are increasing at an alarming rate, particularly in disadvantaged and underrepresented communities. From 2016-2020 the MAPA region has experienced a higher rate of nonmotorist fatalities than either the Nebraska or Iowa state averages, with a disproportionately high impact on disadvantaged communities.

The SS4A project aims to make streets safer within the Greater Omaha-Council Bluffs region. The team is focused on reducing traffic fatalities to zero and improving safety for all road users. After gathering safety data relating to the City of Council Bluffs and other communities, the CSAP was developed with potential safety-related solutions. Another outcome of these discussions was what considerations needed to be included to help governing bodies procure formal resolutions, through a memorandum of understanding (MOU), to focus on achieving zero traffic fatalities and serious injuries and alignment with the CSAP's goals, recommendations, and tools.

The Safe System Approach, the comprehensive strategy behind this plan, emphasizes the importance of redundancy throughout our transportation system and how responsibility is shared amongst all of us; through this Memorandum of Understanding, all communities can align behind the message that death and serious injuries are unacceptable and that, together, we can utilize the CSAP and coordinate at a regional level to make a positive impact on our communities by creating safer roads for all road users.

### Recommendation

Approval of this resolution to authorize the Mayor to execute the MOU with MAPA.

### ATTACHMENTS:

Description	Type	Upload Date
<a href="#">Memorandum of Understanding</a>	Other	4/23/2025
<a href="#">Resolution 25-125</a>	Resolution	4/30/2025

METROPOLITAN AREA PLANNING AGENCY  
**MEMORANDUM OF UNDERSTANDING**

A Memorandum of Understanding (MOU) by the City of Council Bluffs regarding the Metropolitan Area Planning Agency (MAPA) Comprehensive Safety Action Plan (CSAP) and the commitment to jurisdiction-level actions to reduce traffic fatalities and serious injuries to zero by the year 2040.

One death on our streets is one too many; between 2018 and 2022, there were 268 traffic fatalities and 2,266 serious injuries in the MAPA region. This MOU aims to inform communities within the MAPA region of resources available to them through the development of the CSAP and ensure commitment by The City of Council Bluffs to the priorities of the CSAP.

The CSAP is a comprehensive, data-driven document that states the aforementioned overarching goal for the region, informs about the U.S. DOT's Safe System Approach, emphasizes the current state of safety through regional trends, safety focus areas, and the High Priority Network, and provides a Vision Zero Toolbox, prioritized safety projects, recommendations, and safety metrics that communities can measure their progress in achieving the goal of zero traffic fatalities and serious injuries by 2040.

Through the Safe System Approach and the Comprehensive Safety Action Plan, communities within the MAPA region can create safer streets and roads for all; for this reason, this MOU states that:

The City of Council Bluffs should incorporate the Safe System Approach into a comprehensive and holistic approach to eliminating traffic fatalities and severe injuries and should use the Safe System Approach when evaluating projects, conducting traffic studies, and implementing transportation improvements. Additionally, recommendations and goals from the CSAP should be acknowledged in comprehensive and master plans in support of regional safety efforts.

The City of Council Bluffs should coordinate with MAPA and the Iowa Department of Transportation to share relevant transportation and safety data.

The City of Council Bluffs should use the High Priority Network tool ([MAPA SS4A App](#)) in assessing safety concerns.

The City of Council Bluffs should utilize the Vision Zero Toolbox, which is contained within the CSAP, to implement vetted infrastructure, behavioral, and enforcement countermeasures to create safer roads for all users.

The City of Council Bluffs should work to align funding and prioritize projects identified in the CSAP to improve systemic safety concerns, such as within their Capital Improvements Program.

The City of Council Bluffs should work to adopt and implement, where feasible, applicable recommendations defined within the CSAP.

This Memorandum of Understanding shall take effect immediately upon its adoption.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: Matthew J. Walsh, Mayor

**RESOLUTION**  
**NO 25-125**

**RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE A MEMORANDUM OF UNDERSTANDING  
WITH THE METROPOLITAN AREA PLANNING AGENCY  
IN SUPPOERT OF THE COMPREHENSIVE SAFETY ACTION PLAN**

- WHEREAS, the City and the Metropolitan Area Planning Agency (MAPA) desire to reduce traffic fatalities and serious injuries in the local region; and
- WHEREAS, A Comprehensive Safety Action Plan (CSAP) has been developed to provide communities with recommendations and tools for creating safer roads; and
- WHEREAS, City shall implement the Safe System Approach as further defined within the Memorandum of Understanding (MOU) as provided by MAPA; and
- WHEREAS, the city council deems approval of said MOU to be in the best interest of the City of Council Bluffs.

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

That the Mayor is hereby authorized, empowered, and directed to execute a Memorandum of Understanding with the Metropolitan Area Planning Agency in support of the Comprehensive Safety Action Plan.

ADOPTED  
AND  
APPROVED

May 5, 2025

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Matthew J. Walsh, Mayor

ATTEST:

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Amanda Kopera, Deputy City Clerk

## Council Communication

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

Resolution 25-126  
ITEM 8.B.

Council Action: 5/5/2025

### Description

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

### Background/Discussion

Hiring of a new City Attorney to serve as the Director of the Legal Department of the City of Council Bluffs, Iowa. Said new hire shall possess all powers, duties, and responsibilities for said position as set out in the Code of Iowa, the Council Bluffs City Charter, and the Council Bluffs Municipal Code. New hire will be compensated at the grade 36, step level of 4 and will receive benefits available to department heads as provided in the City's Personnel Policies.

### Recommendation

Approval

### ATTACHMENTS:

Description	Type	Upload Date
<a href="#">Resolution 25-126</a>	Resolution	4/30/2025

**RESOLUTION NO. 25-126**

**A RESOLUTION APPROVING THE APPOINTMENT OF THE CITY ATTORNEY**

**WHEREAS,** After advertising for applicants to fill the position of City Attorney for the City of Council Bluffs, Iowa, and interviewing qualifying candidates, it has been determined that Malina Dobson is best suited to fill said position and that it would be in the best interest of the City to appoint Malina Dobson to the position of City Attorney for the City of Council Bluffs, Iowa, and serve as Director of the City's Legal Department effective May 12, 2025; and,

**WHEREAS,** As City Attorney, Malina Dobson shall possess all the powers, duties, and responsibilities for said position as set out in the Code of Iowa, the Council Bluffs City Charter, and the Council Bluffs Municipal Code; and,

**WHEREAS,** It is recommended that compensation for providing the services of City Attorney for the City of Council Bluffs, Iowa, will be at the grade 36, step level of 4 and will include other benefits available to department heads as provided for in the City's Personnel Policies.

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

That Malina Dobson be, and is hereby appointed, City Attorney for the City of Council Bluffs, Iowa, and to serve as the Director of the City's Legal Department under the terms and conditions set out above effective May 12, 2025.

ADOPTED  
AND  
APPROVED

May 5, 2025.

\_\_\_\_\_  
MATTHEW J. WALSH

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
AMANDA KOPERA

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

## Council Communication

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

Resolution 25-127  
ITEM 8.C.

Council Action: 5/5/2025

<b>Description</b>  Resolution changing the status of Richard Wade from the Council Bluffs City Attorney to Attorney of Counsel for the City of Council Bluffs, Iowa.
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<b>Background/Discussion</b>  It is in the best interest of the City to retain Richard Wade in the capacity of Attorney of Counsel for a period of time to assist with the transition of the newly appointed City Attorney.
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<b>Recommendation</b>  Approval
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### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Resolution 25-127</a>	Resolution	4/30/2025

**RESOLUTION NO. 25-127**

**A RESOLUTION CHANGING THE STATUS OF RICHARD WADE FROM THE COUNCIL  
BLUFFS, IOWA, CITY ATTORNEY, TO ATTORNEY OF COUNSEL FOR THE CITY OF  
COUNCIL BLUFFS, IOWA**

- WHEREAS,** The City Council appointed Malina Dobson to be the Council Bluffs City Attorney effective May 12, 2025; and,
- WHEREAS,** It is deemed to be in the best interest of the City to retain current City Attorney, Richard Wade, in the capacity of Attorney of Counsel for a period of time to assist with the transition; and,
- WHEREAS,** It is agreed that this period shall begin on the effective date set out above and continue to July 4<sup>th</sup> 2025, and that during this time as Attorney of Counsel, Wade will continue to be compensated at the same rate of pay he is currently being compensated and that at the conclusion of this period, he will be entitled to the benefits as set out in in the City's Personnel Policies; and ,
- WHEREAS,** During this time, Wade shall organize his working files so that they will provide guidance to the Legal Department on a variety of ongoing responsibilities of the City and he shall make himself available for consultation as needed. It is also understood that during this time Wade shall be utilizing some of his accrued leave.

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

That effective on the date set out above, City Attorney, Richard Wades status will be changed to Attorney of Counsel for the term and under the conditions set out above.

ADOPTED  
AND  
APPROVED

May 5, 2025.

\_\_\_\_\_  
MATTHEW J. WALSH

Mayor

Attest:

\_\_\_\_\_  
AMANDA KOPERA

Deputy City Clerk



## Council Communication

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

Resolution 25-128  
ITEM 8.D.

Council Action: 5/5/2025

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

Background/Discussion
See attached Staff Report

Recommendation
Approval

### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Staff Report</a>	Staff Report	4/28/2025
<a href="#">Resolution 25-128</a>	Resolution	4/30/2025

## Council Communication

Department: Community Development	Resolution No.: 25 -	City Council: May 5, 2025																														
<b>Subject/Title</b> Resolution establishing a deadline for submission of executed agreement for the Development of the East Manawa Housing Development Project along with proof of financing for the project.																																
<b>Background/ Discussion</b> <u>Background</u> In December 2024, the City applied for a grant from the Iowa Economic Development Authority (IEDA) Community Development Block Grant Disaster Recovery (CDBG-DR) for the construction of 40 new, for-sale single-family dwelling units to support households at or below 80% of the median family income. As part of the application, the City requested proposals from interested builders to assist in the construction of the units. The City selected Jarrod McIntyre of Turn the Paige Homes/Investments as the preferred builder on the project (Resolution 24-245).  The City received notification in March 2025 of its award from IEDA for \$6,873,501 which includes the following expenses: <table border="1"><thead><tr><th>Item</th><th>CDBG- DR Grant</th><th>City Match</th><th>Developer Match</th><th>Total Cost</th></tr></thead><tbody><tr><td>Infrastructure</td><td>\$270,411.00</td><td>\$1,911,452.00</td><td>\$0.00</td><td>\$2,181,863.00</td></tr><tr><td>Housing Construction</td><td>5,000,000.00</td><td>0.00</td><td>7,000,000.00</td><td>12,000,000.00</td></tr><tr><td>Mitigation (storm shelters)</td><td>203,090.00</td><td>0.00</td><td>0.00</td><td>203,090.00</td></tr><tr><td>Down Payment Assistance</td><td>1,400,000.00</td><td>0.00</td><td>0.00</td><td>1,400,000.00</td></tr><tr><td>TOTAL</td><td>\$6,873,501.00</td><td>\$1,911,452.00</td><td>\$7,000,000.00</td><td>\$15,784,953.00</td></tr></tbody></table> As part of the commitment to the project, Turn the Paige must be able to financially secure \$7,000,000.00 to construct the homes. A construction cost offset of \$5,000,000.00 is provided by the CDBG-DR grant.  Because the timeline for the project is limited, Staff proposes Turn the Paige must sign the attached development agreement and provide proof of financing by May 12, 2025. If this cannot be completed, the City will request proposals to secure a new builder.			Item	CDBG- DR Grant	City Match	Developer Match	Total Cost	Infrastructure	\$270,411.00	\$1,911,452.00	\$0.00	\$2,181,863.00	Housing Construction	5,000,000.00	0.00	7,000,000.00	12,000,000.00	Mitigation (storm shelters)	203,090.00	0.00	0.00	203,090.00	Down Payment Assistance	1,400,000.00	0.00	0.00	1,400,000.00	TOTAL	\$6,873,501.00	\$1,911,452.00	\$7,000,000.00	\$15,784,953.00
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TOTAL	\$6,873,501.00	\$1,911,452.00	\$7,000,000.00	\$15,784,953.00																												
<b>Recommendation</b> The Community Development Department recommends approval of the resolution establishing a deadline for the submission of the executed agreement for development of the East Manawa Phase I Housing Project along with proof of financing for the project.																																
<b>Attachments</b> Resolution																																

**RESOLUTION NO. 25-128**

**RESOLUTION ESTABLISHING A DEADLINE FOR SUBMISSION OF EXECUTED AGREEMENT FOR THE DEVELOPMENT OF THE EAST MANAWA PHASE I HOUSING PROJECT ALONG WITH PROOF OF FINANCING FOR THE PROJECT.**

**WHEREAS;** On September 9, 2024, this City Council did approve Resolution No. 24-245 that authorizing the Mayor to execute an Agreement with Turn the Paige Homes as the builder for the East Manawa Phase I Housing Project; and

**WHEREAS;** Time is of the essence for the execution of the duties and responsibilities under this Agreement; and

**WHEREAS;** It appears that there may be issues with the Developer's ability to perform said duties within the timeframe permitted.

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

That Turn the Paige Homes shall be given to May 12, 2025 at 5:00 P.M. to submit to the Office of the Clerk for the City of Council Bluffs, Iowa, an executed copy of said Agreement, along with Proof of Financing which will demonstrate the ability to perform their duties and responsibilities pursuant to the terms of the agreement.

**BE IT FURTHER RESOLVED**

That if Turn the Paige Homes does not meet the above deadline, staff is hereby authorized and directed to seek new proposals for the completion of the East Manawa Phase I Housing Development Project.

ADOPTED  
AND  
APPROVED

May 5, 2025.

\_\_\_\_\_  
MATTHEW J. WALSH

Mayor

Attest:

\_\_\_\_\_  
AMANDA KOPERA

Deputy City Clerk

## Council Communication

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

Resolution 25-129  
ITEM 8.E.

Council Action: 5/5/2025

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

Background/Discussion
<p>The city of Council Bluffs is experiencing a shortage of housing, with rental vacancy rate of 1.7% and owner-occupied vacancy rate of 0.6%. The shortage of units has contributed to an increase in median rents and home values. 64.1% of the city's housing stock was built prior to 1990. 21,131 of the 32,898 members (64.2%) of the Council Bluffs workforce lives somewhere outside of city limits; 12,971 of those workers (39.4%) live in the state of Nebraska. Employers in Council Bluffs are in competition for that workforce that often has opportunities in Nebraska that come available that are more geographically convenient than commuting through the whole metro to Council Bluffs.</p> <p>Upon the death of his brother Nathan, in the 1911-1913 timeframe, General Grenville Dodge donated a 400' wide strip of land along the Missouri River between the Union Pacific bridge and the Douglas Street Bridge amounting to roughly 40 acres with the conditions of: a) a park be named after his deceased brother Nathan P. Dodge; b) a levee be constructed at City expense along the river between the two bridges; and c) a boulevard be constructed atop the levee to also be named after Nathan P. Dodge. The City recommends naming a park space and/or street after a Dodge Family member. The remainder of the golf course land was donated by Ben Marks and acquired/purchased by the City in 1913. Landscapes Unlimited manages the golf course. The City owes the company due notice for any potential termination of contract and/or communication as to how many more golf seasons can be played. With a property of this magnitude, the timeline may be such that at least two more golf seasons (through 2026) might be played.</p> <p>A housing market study was conducted by SB Friedman. A conceptual plan layout based on the market study was laid out by HDR. This exercise was to get a sense for a ballpark of costs, yield of housing units and types of units, and ultimately the assessed value and property tax that could be generated with a similar type of development. At full buildout, the conceptual exercise yielded over 3,900 units and over \$1 billion in assessed value with over \$22 million in property tax generated. 100% tax increment financing for 20 years was not the assumption for this conceptual plan, nor is that a desire by the City. This concept gives the City confidence that a quality development will create housing opportunities and last value.</p> <p>Any future requests for proposals (RFPs) for a master plan or for a master developer would be required to be approved by the City Council. Numerous additional actions and steps would lie ahead for the public, City Planning Commission, and City Council such as Comprehensive Plan Amendments, master plan, Changes of Zone, Development Plans, Subdivisions, Urban Renewal Plans, tax increment financing districts, development agreements, or infrastructure improvements. Coordination and approval with the Army Corps of Engineers is required with any project related to levees. Stormwater management (flow, detention, infiltration, etc.) is required of all developments in the engineering design phase. Each and every sale of property is approved by the City Council.</p>

Recommendation
Approval

### ATTACHMENTS:

Description	Type	Upload Date
<a href="#">Resolution 25-129</a>	Resolution	4/30/2025

**RESOLUTION**  
**NO 25-129**

**RESOLUTION TO RECLASSIFY CITY-OWNED PROPERTY AS TRANSITIONAL  
PRESERVE WITH THE INTENTION OF PURSUING DEVELOPMENT BY ONE OR  
MORE PARTIES**

- WHEREAS, the City wishes to provide an adequate supply of affordable and market-rate housing; and
- WHEREAS, the City wishes to substantially broaden the property tax base in order to stabilize and/or reduce property tax burdens while maintaining levels of City services; and
- WHEREAS, in response to a homeowner vacancy rate of 0.6% and a rental vacancy rate of 1.7%; and
- WHEREAS, in response to median rents which have increased from \$691 in 2005 to \$980 in 2023 and to median home values which have increased from \$110,500 in 2010 to \$164,300 in 2023;
- WHEREAS, in response to a significant proportion (64.1%) of the housing stock was built prior to 1990;
- WHEREAS, in response to an opportunity to reverse population stagnation and out-migration and attracting new residents is essential to maintaining a vibrant, growing city and sustaining critical services such as public safety, infrastructure, and education;
- WHEREAS, to provide housing opportunities to some of the 21,131 of the 32,898 members (64.2%) of the Council Bluffs workforce that commutes from places outside of city limits into the city daily; and
- WHEREAS, to provide housing choice in Iowa to the 12,971 members (39.4%) of the Council Bluffs workforce that lives in and commutes from Nebraska into the city daily; and
- WHEREAS, to provide housing choice in Iowa to commuters in industries and professions that drive past numerous employers of those same professions in Nebraska; and
- WHEREAS, the Dodge Riverside Golf Course is a strategically-located piece of real estate owned by the City of Council Bluffs, where it can support the attraction and retention of a skilled workforce by offering modern, attainable housing options within the city limits, reducing commute times and increasing quality of life; and

WHEREAS, the Dodge Riverside Golf Club is operated through a contract with Landscapes Unlimited; and

WHEREAS, Landscapes Unlimited is entitled to due notice of a timeline for the termination of contract; and

WHEREAS, in 1911 General Grenville Dodge donated a 400' wide strip of land along the Missouri River between the Union Pacific bridge and the Douglas Street Bridge amounting to roughly 40 acres with the conditions of: a) a park be named after his deceased brother Nathan P. Dodge; b) a levee be constructed at City expense along the river between the two bridges; and c) a boulevard be constructed atop the levee to also be named after Nathan P. Dodge ; and

WHEREAS, any such development as may occur should provide ample park and open spaces and should name a park and/or street after a member of the Dodge Family; and

WHEREAS, any such development would ideally be mixed-use and pedestrian-friendly in nature with a variety of housing types; and

WHEREAS, any such development as may occur should provide no more than 30% of units as "Low and Moderate Income" (which is defined as 80% Area Median Income and pays full market rates); and

WHEREAS, any such development as may occur should provide housing opportunities for both owners and renters; and

WHEREAS, any such development as may occur should generate significant assessed value capable of creating property tax revenue that would fund and/or reimburse infrastructure improvements; and

WHEREAS, any such development as may occur should provide multiple vehicular ingress and egress points for traffic circulation and public safety; and

WHEREAS, any such development as may occur should provide adequate pedestrian and bicycle connections to the sidewalk and trails network; and

WHEREAS, any such development as may occur shall abide by permitting and inspection processes of the Army Corps of Engineers in respect to the levee; and

WHEREAS, any such development as may occur shall adequately address stormwater detention requirements; and

- WHEREAS, the City's due diligence may include any or all of the following: civil engineering, master planning, landscape architecture; design standards; phasing; and
- WHEREAS, any requests for proposals (RFPs) for a master developer and/or a master plan design team will be approved by City Council; and
- WHEREAS, any typical development actions such as Comprehensive Plan Amendments, Changes of Zone, Development Plans, Subdivisions, Urban Renewal Plans, tax increment financing districts, development agreements, or infrastructure improvements will be approved by City Council; and
- WHEREAS, the City Council does not support 100% TIF agreements for a 20 year duration at this location; and
- WHEREAS, the City Council approves all sales of property, subject to appraisal and a request for proposals (RFP).

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

That the reclassification of Dodge Riverside Golf Club to transitional preserve has been approved and due diligence may commence.

ADOPTED  
AND  
APPROVED

May 5, 2025

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Matthew J. Walsh, Mayor

ATTEST:

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Amanda Kopera, Deputy City Clerk



## Council Communication

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

Liquor Licenses  
ITEM 9.A.

Council Action: 5/5/2025

<b>Description</b>  1. Bike Night, 100 & 200 Blocks of West Broadway 2. Bottoms Up, 2800 Twin City Dr. 3. C'mon Inn, 144 West Broadway 4. IWCC – Special Event (89.7 The River Concert at Hanafan Park 7/12/25) 5. Railway Inn, 1115 1st Ave. 6. Red Anchor, 3515 Metro Dr. 7. Spillway Grill and Bar, 1840 Madison Ave.
<b>Background/Discussion</b>  See attached calls for service.
<b>Recommendation</b>

### ATTACHMENTS:

Description	Type	Upload Date
<a href="#">Liquor Licenses</a>	Other	4/25/2025

**BIKE NIGHT**

Premise Street : 100 AND 200 BLOCK West Broadway

Application Number : App-219436

**Class C Retail Alcohol License**

Application Type New	Tentative Effective Date 2025-05-15	Tentative Expiration Date 2025-05-19	Application Status ? Pending Dramshop Review
License Length 5 Day	Local Authority City of Council Bluffs	Dramshop	Corporation Name 100 BLOCK EVENTS, LLC

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt	
FIRE <input checked="" type="checkbox"/>	Endorsed	
BUILDING <input checked="" type="checkbox"/>	Issued	
ZONING <input checked="" type="checkbox"/>	Expires	
	Council	5-5-2025

From: Amanda Kopera  
Sent: Thursday, April 24, 2025 12:22 PM

Sorry guys, one came through after I sent the email and their expiration is before the 5/19 meeting.

- Bottoms Up, 2800 Twin City Dr. – Renewal

From: Amanda Kopera  
Sent: Thursday, April 24, 2025 9:22 AM  
To: Alex Ford <aford@councilbluffs-ia.gov>; Christopher Gibbons <cgibbons@councilbluffs-ia.gov>; Mark Galvan <magalvan@councilbluffs-ia.gov>; Rodney Schultz <rschultz@councilbluffs-ia.gov>  
Subject: Liquor Licenses - Tentative 5/5/2025 Agenda

Good morning,  
Below is the list of renewals and special event liquor licenses on the next agenda.  
Rodney and Alex - I have your initials on all of these except for C'Mon Inn. The State is making them refile as a New license because of some ownership changes.

1. Bike Night, 100 & 200 Blocks of West Broadway – Special Events x6 (Event dates: 5/15, 6/19, 7/17, 8/21, 9/6 and 9/18)
2. C'mon Inn, 144 West Broadway – New
3. Iowa Western Community College – Temp Premise Transfer/ Special Event (89.7 The River Concert at Hanafan Park 7/12/25)
4. Railway Inn, 1115 1<sup>st</sup> Ave. – Renewal
5. Red Anchor, 3515 Metro Dr. – Renewal
6. Spillway Grill and Bar, 1840 Madison Ave. – Renewal

Mark, will you provide CFS on the businesses?

Liquor Licenses - Tentative 5/5/2025 Agenda	
File Message Insert Options Format Text Review Foxit PDF	
This message was sent on 4/24/2025 9:22 AM. Reply Totals: Approve 3; Reject 0	
Recipient	Response
Alex Ford	Approve: 4/24/2025 9:48 AM
Christopher Gibbons	Approve: 4/24/2025 10:09 AM
Mark Galvan	Approve: 4/24/2025 10:53 AM
Rodney Schultz	

**BIKE NIGHT**

Premise Street : 100 AND 200 BLOCK OF West Broadway

Application Number : App-219467

**Class C Retail Alcohol License**

Application Type New	Tentative Effective Date 2025-06-19	Tentative Expiration Date 2025-06-23	Application Status ? Pending Dramshop Review
License Length 5 Day	Local Authority City of Council Bluffs	Dramshop	Corporation Name 100 BLOCK EVENTS, LLC

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt	
FIRE <input checked="" type="checkbox"/>	Endorsed	
BUILDING <input checked="" type="checkbox"/>	Issued	
ZONING <input checked="" type="checkbox"/>	Expires	
	Council	5-5-2025

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Subject: Liquor Licenses - Tentative 5/5/2025 Agenda

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4. Railway Inn, 1115 1<sup>st</sup> Ave. – Renewal
5. Red Anchor, 3515 Metro Dr. – Renewal
6. Spillway Grill and Bar, 1840 Madison Ave. – Renewal

Mark, will you provide CFS on the businesses?

Liquor Licenses - Tentative 5/5/2025 Agenda.	
File Message Insert Options Format Text Review Foxit PDF	
This message was sent on 4/24/2025 9:22 AM. Reply Totals: Approve 3; Reject 0	
Recipient	Response
Alex Ford	Approve: 4/24/2025 9:48 AM
Christopher Gibbons	Approve: 4/24/2025 10:09 AM
Mark Galvan	Approve: 4/24/2025 10:53 AM
Rodney Schultz	

# BIKE NIGHT

Premise Street : 100 AND 200 BLOCK OF West Broadway

Application Number : App-219470

## Class C Retail Alcohol License

Application Type New	Tentative Effective Date 2025-07-17	Tentative Expiration Date 2025-07-21	Application Status ? Pending Dramshop Review
License Length 5 Day	Local Authority City of Council Bluffs	Dramshop	Corporation Name 100 BLOCK EVENTS, LLC

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt _____	
FIRE <u>AT</u>	Endorsed _____	
BUILDING <input checked="" type="checkbox"/>	Issued _____	
ZONING <input checked="" type="checkbox"/>	Expires _____	
	Council <u>5-5-2025</u>	

From: Amanda Kopera  
Sent: Thursday, April 24, 2025 12:22 PM

Sorry guys, one came through after I sent the email and their expiration is before the 5/19 meeting.  
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To: Alex Ford <aford@councilbluffs-ia.gov>; Christopher Gibbons <cgibbons@councilbluffs-ia.gov>; Mark Galvan <magalvan@councilbluffs-ia.gov>; Rodney Schultz <rschultz@councilbluffs-ia.gov>  
Subject: Liquor Licenses - Tentative 5/5/2025 Agenda

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Mark, will you provide CFS on the businesses?

Recipient	Response
Alex Ford	Approve: 4/24/2025 9:48 AM
Christopher Gibbons	Approve: 4/24/2025 10:09 AM
Mark Galvan	Approve: 4/24/2025 10:53 AM
Rodney Schultz	

**BIKE NIGHT**

Premise Street : 100 AND 200 BLOCK OF West Broadway

Application Number : App-219473

## Class C Retail Alcohol License

Application Type New	Tentative Effective Date 2025-08-21	Tentative Expiration Date 2025-08-25	Application Status ? Pending Dramshop Review
License Length 5 Day	Local Authority City of Council Bluffs	Dramshop	Corporation Name 100 BLOCK EVENTS, LLC

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt	
FIRE <input checked="" type="checkbox"/>	Endorsed	
BUILDING <input checked="" type="checkbox"/>	Issued	
ZONING <input checked="" type="checkbox"/>	Expires	
	Council	5-5-2025

From: Amanda Kopera  
Sent: Thursday, April 24, 2025 12:22 PM

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To: Alex Ford <[aford@councilbluffs-ia.gov](mailto:aford@councilbluffs-ia.gov)>; Christopher Gibbons <[cgibbons@councilbluffs-ia.gov](mailto:cgibbons@councilbluffs-ia.gov)>; Mark Galvan <[magalvan@councilbluffs-ia.gov](mailto:magalvan@councilbluffs-ia.gov)>; Rodney Schultz <[rschultz@councilbluffs-ia.gov](mailto:rschultz@councilbluffs-ia.gov)>  
Subject: Liquor Licenses - Tentative 5/5/2025 Agenda

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Liquor Licenses - Tentative 5/5/2025 Agenda	
File Message Insert Options Format Text Review Foxit PDF	
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Recipient	Response
Alex Ford	Approve: 4/24/2025 9:48 AM
Christopher Gibbons	Approve: 4/24/2025 10:09 AM
Mark Galvan	Approve: 4/24/2025 10:53 AM
Rodney Schultz	



BIKE NIGHT

Premise Street : 100 AND 200 BLOCK OF West Broadway

Application Number : App-219475

Class C Retail Alcohol License

Application Type New	Tentative Effective Date 2025-09-06	Tentative Expiration Date 2025-09-10	Application Status ? Pending Dramshop Review
License Length 5 Day	Local Authority City of Council Bluffs	Dramshop	Corporation Name 100 BLOCK EVENTS, LLC

*Call Show*

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt	
FIRE <i>AF</i>	Endorsed	
BUILDING <i>RS</i>	Issued	
ZONING <input checked="" type="checkbox"/>	Expires	
	Council	<i>5-5-2025</i>

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Mark, will you provide CFS on the businesses?

Liquor Licenses - Tentative 5/5/2025 Agenda	
File Message Insert Options Format Text Review Foxit PDF	
This message was sent on 4/24/2025 9:22 AM. Reply Totals: Approve 3; Reject 0	
Recipient	Response
Alex Ford	Approve: 4/24/2025 9:48 AM
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Rodney Schultz	

**BIKE NIGHT**

Premise Street : 100 AND 200 BLOCK OF West Broadway

Application Number : App-219477

**Class C Retail Alcohol License**

Application Type New	Tentative Effective Date 2025-09-18	Tentative Expiration Date 2025-09-22	Application Status ? Pending Dramshop Review
License Length 5 Day	Local Authority City of Council Bluffs	Dramshop	Corporation Name 100 BLOCK EVENTS, LLC

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt	
FIRE <u>AF</u>	Endorsed	
BUILDING <input checked="" type="checkbox"/>	Issued	
ZONING <input checked="" type="checkbox"/>	Expires	
	Council	<u>5-5-2025</u>

From: Amanda Kopera  
Sent: Thursday, April 24, 2025 12:22 PM

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> Application Type <b>Renewal</b>	Tentative Effective Date 2025-05-15	Tentative Expiration Date 2026-05-14	Application Status ? <b>Submitted to Local Authority</b>
--------------------------------------	--	---	---

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt	\$812.50
FIRE <input checked="" type="checkbox"/>	Endorsed	
BUILDING <input checked="" type="checkbox"/>	Issued	5-15-2025
ZONING <input checked="" type="checkbox"/>	Expires	5-14-2025
	Council	5-5-2025

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## Class C Retail Alcohol License

> Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
New	2025-05-01	2026-04-30	Submitted to Local Authority

## STILL NEED

- ☒ Deed/Lease
- ☒ Sketch
- ☐ Notary page
- ☒ Background Info Sheet
- ☐ State criminal history record check

<input type="checkbox"/> RENEWAL	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt _____	
FIRE <input checked="" type="checkbox"/>	Endorsed _____	
BUILDING _____	Issued _____	
ZONING <input checked="" type="checkbox"/>	Expires _____	
	Council <u>5-5-25</u>	

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## Class C Retail Alcohol License

Application Type Amendment	Tentative Effective Date 2024-11-27	Tentative Expiration Date 2025-11-26	Application Status ? Pending Dramshop Review
License Length 12 Month	Local Authority City of Council Bluffs	Dramshop	Corporation Name Iowa Western Community College
Privileges and Sub Permits	Licensee Consented for Automatic Renewal	Amendment Type Temporary Premise Transfer	

## Outdoor Service

Selected

Allows the selling/serving of alcoholic beverages permitted by the license/permit in a designated, adjacent outdoor area.

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input checked="" type="checkbox"/> SPECIAL EVENT
POLICE <input checked="" type="checkbox"/>	Local Amt	
FIRE <input checked="" type="checkbox"/>	Endorsed	
BUILDING <input checked="" type="checkbox"/>	Issued	
ZONING <input checked="" type="checkbox"/>	Expires	
	Council	5-5-25

\* Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises

Outdoor river front concert venue. owned and operated by the City of Council Bluffs

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Railway Inn- LC0049693

Premise Street : 1115 1st Avenue

Application Number : App-219433

Class C Retail Alcohol License

>	Application Type <b>Renewal</b>	Tentative Effective Date 2025-05-09	Tentative Expiration Date 2026-05-08	Application Status ? <b>Pending Dramshop Review</b>
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<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>✓</u>	Local Amt	
FIRE <u>AF</u>	Endorsed	
BUILDING <u>RS</u>	Issued	<u>5-9-2025</u>
ZONING <u>✓</u>	Expires	<u>5-8-2026</u>
	Council	<u>5-5-2025</u>

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RED ANCHOR LC0048426

Premise Street : 3515 Metro Drive

Application Number : App-219115

Class C Retail Alcohol License

> Application Type <b>Renewal</b>	Tentative Effective Date 2025-06-21	Tentative Expiration Date 2026-06-20	Application Status ? <b>Pending Dramshop Review</b>
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<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>✓</u>	Local Amt _____	
FIRE <u>AF</u>	Endorsed _____	
BUILDING <u>135</u>	Issued <u>6-20-2025</u>	
ZONING <u>✓</u>	Expires <u>6-21-2026</u>	
	Council <u>4-21-2025</u>	

5-5-25

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Spillway Grill and Bar- LC0035481

Premise Street : 1840 Madison Ave

Application Number : App-219063

Class C Retail Alcohol License

> Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status ?
Renewal	2025-06-15	2026-06-14	Pending Dramshop Review

<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>✓</u>	Local Amt _____	
FIRE <u>AB</u>	Endorsed _____	
BUILDING <u>BS</u>	Issued <u>6-15-2025</u>	
ZONING <u>✓</u>	Expires <u>6-14-2026</u>	
	Council <u>4-21-2025</u>	

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# CBPD ALCOHOL PERMIT RENEWAL REVIEW

	ESTABLISHMENT	ADDRESS	OWNER	RENEWAL DATE
1.	Bike Night/ Special events	100-200 Block of W Broadway		05/15-6/19-7/17-8/21-9/6-9/18
2.	C'mon inn	144 W Broadway		
3.	Iowa Western Community College	Hanafan Park		7/12/25
4.	Railway Inn	1115 1st Ave		
5.	Red Anchor	3515 Metro Dr		
6.	Spillway	1840 Madison Ave		
7.	Bottoms Up	2800 Twin City Dr		

	CITATIONS	CFS*	NEXUS*	GREEN*	YELLOW*	RED*	
1.	0	2	1	X			*CFS - Calls in the area, establishment mentioned
2.	0	5	13		X		*Nexus - Calls originated at establishment
3.	0	0	0	X			
4.	0	3	4	X			
5.	0	0	7		X		*Green - No issues
6.	0	2	4	X			*Yellow - Minor issues
7.	0	6	1	X			*Red - Major issues

## COMMENTS

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

SIGNATURE Mark Galvan

Digitally signed by Mark Galvan  
DN: cn=Mark Galvan, o=City of Des Moines, ou=Police Department, email=mark.galvan@ci.mo.us  
Date: 2025.09.18 15:08:00 -0500

## Council Communication

Department: City Clerk  
Case/Project No.: Special Event Application  
Submitted by:

Special Event Application  
ITEM 9.B.

Council Action: 5/5/2025

<b>Description</b> Celebrate CB Parade
<b>Background/Discussion</b>
<b>Recommendation</b>

### **ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Special Event Application (Parade)</a>	Other	4/25/2025
<a href="#">Parade Route Map</a>	Other	4/25/2025

***SPECIAL EVENT PERMIT APPLICATION***  
(Must be turned in at least 2 weeks prior to event)

**Effective July 1, 2024:** there will be a permit fee for all special event applications.  
\$25 – Neighborhood block parties, smaller events with a smaller amount of attendees.  
\$50 – Events with main road closures, events with a larger amount of attendees.

A Special Event Permit is required from the City of Council Bluffs for any special activity that requires exclusive use of city streets and sidewalks, requires special assistance of a city department, or is likely to have a large impact on traffic.

Please Note: If you are having a small event in a City park (small wedding, family picnic, etc.) you may need to fill out the Parks & Rec. Special Event Form.

Please check any boxes that apply:

**I. General Information.**

- Organization/Person Requesting: The 712 Initiative
- Name of Event: Celebrate CB (Council Bluffs)
- Contact Name: Lindsey Rodgers
- Mailing Address for Contact: 149 W Broadway Council Bluffs, IA 51503
- Contact Phone Number: 712-325-1000
- Email: [Lindsey@the712initiative.org](mailto:Lindsey@the712initiative.org)
- Address of Event: Downtown Bayliss Park/Council Bluffs
- Estimate of Number of Participants:
  - ☐ 1-50                      ☐ 251-500
  - ☐ 51-100                   ☐ 501-1,000
  - ☐ 100-250                ☒ > 1,000
- Attach map of event location, set-up, and/or route

**II. Type of Event:**

- |   |  |
|---|--|
| <input type="checkbox"/> Circus*            | <input type="checkbox"/> Walk, Run, Bicycle Event                                      |
| <input type="checkbox"/> Carnival*          | <input checked="" type="checkbox"/> Concert  |
| <input type="checkbox"/> Fireworks*         | <input type="checkbox"/> Neighborhood/Block or Private Party                           |
| <input checked="" type="checkbox"/> Parade* | <input checked="" type="checkbox"/> Other: <u>Games and Activities in Bayliss Park</u> |

\*The above events require City Council approval, which could take 2-4 weeks to obtain.

**III. Date of Event**

Date Set Up: May 9, 2025

Date Taken Down: May 10, 2025

Date Held: May 9 & 10, 2025

Times Held: 9<sup>th</sup> 11:30AM-1PM &

10<sup>th</sup> 8AM -2PM

*3PM*



**IV. Brief description of event:**

Celebrate CB is a week-long celebration of Council Bluffs.

Friday, May 9<sup>th</sup> – Ag Committee Cookout from 11:30Am to 1:00PM on east quad.

Saturday May 10<sup>th</sup> - The Pancake Man will be serving breakfast in Bayliss Park from 8-10:30 am. Parade staging starts at 9 am. Parade at 10:30 am. Map attached.

Following the parade there will be kids' activities, games, and music (Council Bluffs Symphony Orchestra) set up in Bayliss Park. Food trucks will be parked on 1<sup>st</sup> Avenue. Skatefest, a skateboard exhibition will also be on 1<sup>st</sup> Ave requiring that street to be closed from 8AM to 3PM on Saturday, May 10<sup>th</sup>.

**V. Additional permits required when event includes**

☐ Sale of Alcoholic Beverages

- Requires temporary liquor license from the Iowa Alcoholic Beverage Division. Apply on-line at [www.iowaabd.com](http://www.iowaabd.com). ABD can be reached at 1-866-469-2223.

- The application for a temporary liquor license must be reported to the City Clerk's office and approved by multiple City Departments before final approval of the City Council. (this process could take 2-4 weeks)

☐ Sale of Food Products

- Requires permit from Iowa Department of Inspections & Appeals (515-281-6538).

☐ Fireworks

- Requires permit from City Fire Department (712-328-4646).

☐ Noise

- If event includes music, a live band, or noise of any kind a request for a noise variance must be made. See form attached.

**VI. Traffic Control**

**X Request Police Assistance for:** the parade.

*Cost for City worker's overtime may be required. Administrative fees for police services and cruisers are provided at additional costs.*

**X Street closures (Must include a Map)**

If using the 712 Initiative Block Party Trailer, please complete section VIII.

- Street closures must be in compliance with the Manual for Uniform Traffic Control Devices. Traffic control barricades and signage must be furnished and placed by qualified companies or by the city. The city charges fees for this service.

- Street closures require abutting property owners' concurrence. Petition/permission form attached. Requires signature of any property affected by the closure.

- Event Organizers are responsible for notifying businesses that affected by street closure. Notice to businesses must be given at least 4 weeks in advance of the event.

**VII. Please check any of the following boxes that apply to this event.**

**X** animals

☐ open fires (other than barbeques)

**X** portables (porta-potties) – recommendations based on duration/people attending

- ☒ using a park, sidewalk or street surrounding a park
- ☐ using any portion of a public trail
- ☒ using any public area
- ☐ there will alcoholic beverages be sold
- ☐ there will alcoholic beverages be served
- ☒ there will there be a fee/charge to take part in this event

**If you checked any of the boxes above, please give a brief description below:**

Animals may be in the parade. Port-a-johns in Bayliss Park and on the corner of S Main and 6<sup>th</sup> Ave. Bayliss Park will be utilized for breakfast, kids' activities, Food Trucks on Saturday, May 10. Public streets (see attached map) for the parade on Saturday, May 10. There is an entry fee for participants in the parade.

#### **VIII. Street Closure while utilizing the 712 Initiative Block Party Trailer.**

The following items must be completed and submitted with this application to the City Clerk's Office, 209 Pearl Street, Suite 102, Council Bluffs.:

- ☒ Diagram of Street Closure attached
- ☐ Completed Street Closure Permission form, with signatures from all properties affected by the closure.

The 712 Initiative will provide the City Clerk's Office with your reservation information once they have approved the use of the trailer.

**If not using the 712 Initiative Block Party Trailer, you must obtain insurance, as outlined below.**

**Insurance Requirements:** For all events, an *Insurance Certificate* is required in the amount of \$1,000,000.00, for Liability coverage, listing the City of Council Bluffs as an Additional Insured and as a Certificate Holder.

**PLEASE NOTE:** The request form must be returned to the City Clerk's Office, 209 Pearl Street, at least 2 weeks prior to the event or the event will be denied. If you have any questions please contact us at 712-890-5261





# CB ERAS PARADE MAY 10, 2025

## TIMELINE

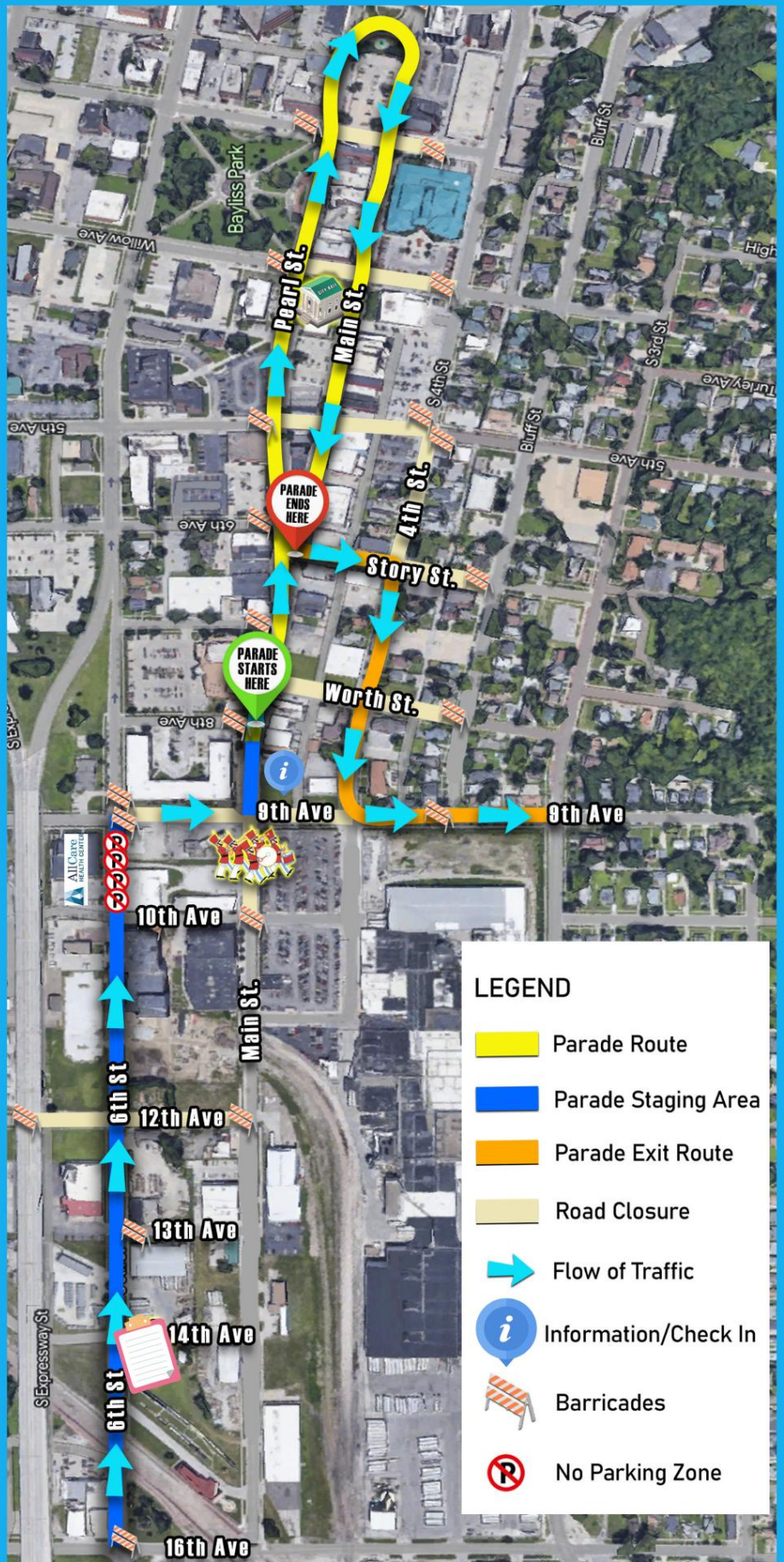
- 9:00AM** Roads Close along route
- 9:10AM** Staging Area Opens at 16th Ave for Parade Entry Lineup
- 10:00AM** All Entries must be in line. Staging Zone access closes
- 10:30AM** Parade Starts!

**LINEUP:** Please enter parade lineup in staging area via 16th Ave/6th St. ONLY.

**EXIT:** Exit parade route on Story St. and go south on 4th St to 9th Ave. Turn left at 9th Ave.



**CelebrateCB**  
COUNCIL BLUFFS COMMUNITY PRIDE WEEK



**Council Communication**

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

Noise Variance  
ITEM 9.C.

Council Action: 5/5/2025

**Description**  
Block Party 7/4/2025 until 12:00 a.m.

**Background/Discussion**

**Recommendation**

**ATTACHMENTS:**

Description	Type	Upload Date
<a href="#">Noise Variance Request</a>	Other	4/25/2025



## NOISE VARIANCE REQUEST

APPLICATION DATE: 04/14/2025  
REQUESTING PERSON:  
NAME: Lilly Jones  
MAILING ADDRESS: 2711 5th Ave CB IA 51501  
PHONE NUMBER: 712-406-1041  
EMAIL: lillystevensbn9@gmail.com  
ORGANIZATION/EVENT: \_\_\_\_\_  
EVENT LOCATION: 2711 5th Ave CB IA 51501  
EVENT DATE: 07/04/2025  
EVENT TIME: 12:00 pm - 12:00 AM

### EXPLAIN SOURCE OF NOISE AND SPECIFIC HOURS OF NOISE:

Noise will be music from a speaker, laughing, talking loudly. fireworks

Please return to the City Clerk's Office, 209 Pearl Street, Ste 102, Council Bluffs, IA 51503  
Phone Number: 712-890-5261

Please Note: This application is approved/disapproved by the City Council. Applications **MUST** be received 15 days before the event, to ensure enough time to be reviewed by City Council.

\*\*\*\*\*  
City Council met on \_\_\_\_\_, 20\_\_\_\_, regarding this application requesting noise variance as described above.

APPROVED ( )

DISAPPROVED ( )

APPROVED WITH STIPULATION ( )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Police have the authority to cease music or require reduction of volume for the remainder of event if complaints are received.

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

\_\_\_\_\_  
Date