



**Study Session Agenda
City of Council Bluffs, Iowa
November 13, 2017, 3:45 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

STUDY SESSION AGENDA

A. Review Agenda



**Council Agenda, City of Council Bluffs, Iowa
Regular Meeting November 13, 2017, 7:00 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

AGENDA

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. CONSENT AGENDA

- A. Approval of Agenda & tape recordings of these proceedings to be incorporated into the official minutes.
- B. Reading, correction and approval of the October 23, 2017 and October 30, 2017 City Council Meeting Minutes.
- C. Resolution 17-242
Resolution of intent to dispose of City property legally described as Lots 13 through 15, Auditor's Subdivision of part of Lot 4, NE 1/4 NW 1/4 and part of Lot 1, NW 1/4 NW 1/4 all in Section 30-75-43 and setting a public hearing for November 27, 2017.. (Location: adjacent to 115 Norton Avenue)
- D. Resolution 17-243
Resolution of intent to dispose of City property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition and setting a public hearing for November 27, 2017. (Location: formerly addressed as 3033 6th Avenue)
- E. Resolution 17-259
Resolution setting the public hearing on the Plans, Specifications, and Form of Contract for the Iowa Department of Transportation IMN-029-3(211)54-0E-78, Phase 2 project for realignment of Dodge Riverside Golf Club, November 27, 2017, at 7:00 p.m.
- F. Receive & File - IWCC Letter
- G. Claims (2)

4. MAYORS PROCLAMATIONS

- A. Small Business Saturday - November 25, 2017

5. PUBLIC HEARINGS

- A. Ordinance 6312
Ordinance to amend Chapter 15.24 Supplemental Use and Site Development Regulations, by amending Section 15.24.040 "Fence Regulations".
- B. Resolution 17-244
Resolution authorizing the Mayor and City Clerk to execute an electric easement in connection with the installation of electric facilities by MidAmerican Energy Company.
- C. Resolution 17-245
Resolution to vacate and dispose of that portion of 11th Avenue extending from the East right-of-way line of South 8th Street to the West right-of-way line of South 7th Street and abutting Blocks 12 and 13, Riddles Subdivision. (Location: next to 1105 South 8th Street)
- D. Resolution 17-246
Resolution authorizing disposal of City property legally described as Lots 1 thru 16, Block 12 and all vacated alley adjacent, Bryant and Clark's Subdivision. (Location: 110 South 28th Street - 28th Street and 2nd Avenue)

6. ORDINANCES ON 1ST READING

- A. Ordinance 6314
Ordinance to amend Title 9 Traffic, Chapter 9.34 Emergency Snow Routes of the 2017 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 Emergency snow routes established.

7. ORDINANCES ON 2ND READING

- A. Ordinance 6310
Ordinance establishing the College Road Urban Revitalization Area within the City of Council Bluffs.
- B. Ordinance 6311
Ordinance to amend Chapter 15.03 Definitions, by amending Section 15.03.595 "School" to include "Post-Secondary Schools".
- C. Ordinance 6313
Ordinance to amend Title 9 Traffic, Chapter 9.88 Speed Regulations, by amending Section 9.88.080 Schedule of posted streets.

8. RESOLUTIONS

- A. Resolution 17-248
Resolution authorizing the Mayor to execute Iowa Department of Transportation Federal Aid Agreement No. 04-18-HDP-5 for the Steven Road East Construction. Project # PW18-16A.

- B. Resolution 17-249
Resolution authorizing the use of eminent domain for the East Beltway Project.
- C. Resolution 17-250
Resolution authorizing the Mayor to submit an US Environmental Protection Agency (EPA) Brownfields Assessment Grant.
- D. Resolution 17-251
Resolution granting final plat approval of an 11-Lot Residential Subdivision to be known as Gethsemane Gardens, Replat 2.
(Location: southwest corner of East Manawa Drive and Wallace Avenue)
- E. Resolution 17-252
Resolution to amend Chapter 2.08 "Schedule of Fees" in connection with building permits correcting mislabeled units for sizing air conditioning and heating equipment and correcting fees for consistency with other permit fees.
- F. Resolution 17-253
Resolution authorizing the Mayor and City Clerk to execute Iowa Department of Transportation Agreement No. 2017-TJ-002 in connection with the I-29 Interstate Improvements and Railroad Consolidation.
- G. Resolution 17-254
Resolution authorizing the Mayor to execute an agreement with Olsson Associates, Inc. for engineering services in connection with the S. 6th Street Reconstruction. Project #PW18-08
- H. Resolution 17-255
Resolution approving the Annual Urban Renewal Report for Fiscal Year 2016-2017.
- I. Resolution 17-256
Resolution authorizing for annual certification for Tax Increment Financing Indebtedness.
- J. Resolution 17-257
Resolution abolishing one (1) Civil Engineer I position, and establishing one (1) Right-of-Way Agent position within the Public Works Department.
- K. Resolution 17-258
Resolution authorizing the Mayor and City Clerk to execute an agreement with Olson Bros. Constuction for the the CB Fire Station 5 Storage Building Project. (FD-18-02)

9. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor License Renewals

- 1) Canvas Concoctions Art Studio, 116 West Broadway
- 2) Casey's General Store, 2301 South 24th Street
- 3) Dixie Quicks Luncheonette, Inc., 157 West Broadway
- 4) Great Wall, 900 Woodbury Avenue
- 5) Hy-Vee #2, 1745 Madison Avenue
- 6) Lighthouse Lounge, 401 Veteran's Memorial Hwy
- 7) Pizza King, 1101 North Broadway
- 8) Puerto Vallarta Mexican Restaurant, 3312 West Broadway
- 9) Target, 3804 Metro Drive

10. CITIZENS REQUEST TO BE HEARD

11. OTHER BUSINESS

12. ADJOURNMENT

DISCLAIMER:

If you plan on attending this meeting and require assistance please notify the City Clerk's office at (712) 328-4616, by 5:00 p.m., three days prior to the meeting.



City Council Meeting Minutes October 23, 2017

CALL TO ORDER

A regular meeting was called to order by Matthew J. Walsh on Monday October 23, 2017 at 7:00 p.m.

Council Members Present: Melissa Head, Al Ringgenberg, Roger Sandau, Nate Watson and Sharon White.

Staff Present: Jodi Quakenbush and Richard Wade.

CONSENT AGENDA

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

Reading, correction and approval of the October 9, 2017 City Council Meeting Minutes.

Resolution 17-225

Resolution setting a public hearing for 7:00 p.m. on November 13, 2017, for granting an electric easement in connection with the installation of electric facilities by MidAmerican Energy Company.

Resolution 17-226

Resolution setting a public hearing for 7:00 p.m. on December 18, 2017 on the Authorizing Resolution to apply for FY 2017 statewide federal capital assistance through the Iowa DOT for the purchase of new vehicles for the Special Transit Service.

August 2017 Financial Reports

September 2017 Financial Reports

Offer to Buy

Claim

Sharon White and Al Ringgenberg moved and seconded approval of Consent Agenda. Unanimous, 5-0 vote.

PUBLIC HEARINGS

Resolution 17-227

Resolution approving the plans, specifications, form of contract, and cost estimate for the Levee Certification Project, Drainage MR_2. Project # PW17-06B.

Al Ringgenberg and Melissa Head moved and seconded approval of Resolution 17-227. Unanimous, 5-0 vote.

Resolution 17-228

Resolution granting final plat approval of a 27-Lot Residential Subdivision to be known as Whispering Oaks Phase II.

Roger Sandau and Nate Watson moved and seconded approval of Resolution 17-228. Unanimous, 5-0 vote.

Resolution 17-229

Resolution approving the Plans, Specifications, Form of Contract, and Cost Estimate for the Council Bluffs Fire Station #6 Renovation Project.

Al Ringgenberg and Melissa Head moved and seconded approval of Resolution 17-229. Unanimous, 5-0 vote.

ORDINANCES ON 1ST READING

Ordinance 6310

Ordinance establishing the College Road Urban Revitalization Area within the City of Council Bluffs.

Sharon White and Melissa Head moved and seconded approval of First consideration of Ordinance 6310. Second consideration will be November 13, 2017.. Unanimous, 5-0 vote.

Ordinance 6311

Ordinance to amend Chapter 15.03 Definitions, by amending Section 15.03.595 "School" to include "Post-Secondary Schools".

Melissa Head and Al Ringgenberg moved and seconded approval of First consideration of Ordinance 6311. Second consideration will be November 13, 2017.. Unanimous, 5-0 vote.

Ordinance 6312

Ordinance to amend Chapter 15.24 Supplemental Use and Site Development Regulations, by amending Section 15.24.040 "Fence Regulations".

Heard from Scott with Camping World.

Sharon White and Nate Watson moved and seconded approval of Motion to Deny. Withdrawn, 0-0 vote.

Sharon White and Nate Watson moved and seconded approval of Motion to set for Public Hearing only on November 13, 2017 at 7:00 p.m.. Unanimous, 5-0 vote.

Ordinance 6313

Ordinance to amend Title 9 Traffic, Chapter 9.88 Speed Regulations, by amending Section 9.88.080 Schedule of posted streets.

Nate Watson and Melissa Head moved and seconded approval of First consideration of Ordinance 6313. Second consideration will be November 13, 2017. Unanimous, 5-0 vote.

ORDINANCES ON 2ND READING

Ordinance 6309

An Ordinance to amend Chapter 1.70 "Board of Library Trustees" by amended Section 1.70.110 "Annual Report".

Nate Watson and Sharon White moved and seconded approval of Second consideration of Ordinance 6309. Unanimous, 5-0 vote.

Nate Watson and Sharon White moved and seconded approval of Motion to waive third consideration.. Unanimous, 5-0 vote.

ORDINANCES ON 3RD READING

Ordinance 6305

An Ordinance to amend the Zoning Map as adopted by reference in Section 15.02.070, by rezoning the NW1/4 SW1/4 of Section 17-74-43, except State right-of-way along with part of the SW1/4 SW1/4 of Section 17-74-43, except State right-of-way and Railroad lying north of the Railroad right-of-way from A-2/Parks, Estates and Agricultural District to I-2/General Industrial District as defined in Chapter 15.21.

Al Ringgenberg and Melissa Head moved and seconded approval of Third consideration of Ordinance 6305. Unanimous, 5-0 vote.

Ordinance 6307

An Ordinance to amend Section 3.44 Pawnbrokers.

Sharon White and Nate Watson moved and seconded approval of Third consideration of Ordinance 6307. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 17-230

Resolution approving the Urban Revitalization Plan for the College Road Urban Revitalization Area.

Melissa Head and Al Ringgenberg moved and seconded approval of Resolution 17-230. Unanimous, 5-0 vote.

Resolution 17-231

Resolution of intent to vacate that portion of 11th Avenue extending from the East right-of-way line of South 8th Street to the West right-of-way line of South 7th Street and abutting Blocks 12 and 13, Riddles Subdivision.

Al Ringgenberg and Melissa Head moved and seconded approval of Resolution 17-231. Unanimous, 5-0 vote.

Resolution 17-232

Resolution authorizing the Mayor to execute the management agreement for the operation, management and maintenance of Dodge Riverside Golf Course.

Heard from Mark Young with Landscapes Unlimited.

Discussion on the pros and cons from Mayor and Council Members.

Sharon White and Nate Watson moved and seconded approval of postponing Resolution 17-232 until Monday October 30, 2017. Unanimous, 5-0 vote.

Resolution 17-233

Resolution to dispose of certain property interest located on parts of Lots 1 and 4, Hotel Plaza at the M.A.C., Replat One and also part of Outlot A (Arena Way), Hotel Plaza at the M.A.C., Replat One, by granting an easement for the benefit of the Board of Water Works Trustees of the City of Council Bluffs.

Nate Watson and Melissa Head moved and seconded approval of Resolution 17-233. Unanimous, 5-0 vote.

Resolution 17-234

Resolution authorizing a joint application to the Iowa Economic Development Authority (IEDA) by the City of Council Bluffs and Immanuel for Workforce Housing Tax Incentive Program (WHTIP) benefits.

Melissa Head and Nate Watson moved and seconded approval of Resolution 17-234. Unanimous, 5-0 vote.

Resolution 17-235

Resolution of intent to dispose of City property legally described as Lots 1 thru 16, Block 12 and all vacated alley adjacent, Bryant and Clark Addition.

Sharon White and Al Ringgenberg moved and seconded approval of Resolution 17-235 and set Public Hearing for November 13, 2017 at 7:00 pm. Unanimous, 5-0 vote.

Resolution 17-236

Resolution authorizing the Mayor to enter into cooperative agreement with the Iowa Department of Natural Resources for a REAP (Resource Enhancement and Protection) grant for the Tom Hanafan River's Edge Park Woodland Restoration Phase I Project.

Nate Watson and Al Ringgenberg moved and seconded approval of Resolution 17-236. Unanimous, 5-0 vote.

Resolution 17-237

Resolution accepting the bid of Siemens Industry, Inc. in the amount of \$143,899 to provide HVAC Controls for the Police Department Headquarters project. Project# PD18-01.

Al Ringgenberg and Nate Watson moved and seconded approval of Resolution 17-237. Unanimous, 5-0 vote.

Resolution 17-238

Resolution accepting the bid of Security Equipment, Inc. in the amount of \$157,661 to provide security equipment for the Police Department Headquarters project. Project# PD18-01.

Al Ringgenberg and Roger Sandau moved and seconded approval of Resolution 17-238. Unanimous, 5-0 vote.

Resolution 17-239

Resolution rejecting all bid and authorizing a re-bid for emergency generator equipment for the Police Department Headquarters Project. PD 18-01.

Melissa Head and Nate Watson moved and seconded approval of Resolution 17-239. Unanimous, 5-0 vote.

Resolution 17-240

Resolution authorizing the Mayor to execute a Reimbursement Agreement with MidAmerican Energy Company for Levee Pole Mitigation in connection with Levee Certification Projects, Geotechnical MR_3, MR_4, MR_5, and IC_1. Projects #FY15-06C and #FY17-06C.

Al Ringgenberg and Roger Sandau moved and seconded approval of Resolution 17-240. Unanimous, 5-0 vote.

Resolution 17-241

Resolution approving the abolishment of 1 FT Records Technician position, abolishment of 1 PT Identification Technician position, and the creation of 1 FT CSI/Police Services Manager position within the Police Department.

Sharon White and Al Ringgenberg moved and seconded approval of Resolution 17-241. Unanimous, 5-0 vote.

CITIZENS REQUEST TO BE HEARD

Heard from Andrew Morris, 10566 Woodland, regarding Item 7A on the agenda.

Heard from Bruce Kelly, 864 McKenzie Avenue, regarding a bike trail.

OTHER BUSINESS

Head mentioned Council is wearing the pink breast cancer awareness t-shirt.

ADJOURNMENT

Mayor Walsh adjourned the meeting at 8:20 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



City Council Special Meeting Minutes October 30, 2017

CALL TO ORDER

A special meeting was called to order by Matthew J. Walsh on Monday October 30, 2017 at 7:00 a.m.

Council Members Present: Melissa Head, Al Ringgenberg, Roger Sandau, and Sharon White.

Present via telephone: Nate Watson.

Staff Present: Jodi Quakenbush and Richard Wade.

RESOLUTIONS

Resolution 17-232

Resolution authorizing the Mayor to execute the management agreement for the operation, management and maintenance of Dodge Riverside Golf Course. (Continued from October 23, 2017)

Discussion by Mayor and Council Members.

Heard from Mark with Landscapes Unlimited.

Also heard from Bob Wilson, Kris Madsen and Brian Cadwallader.

Nate Watson and Sharon White moved and seconded approval of Resolution 17-232. Failed, 2-3 vote.

(Nays: Head, Ringgenberg, Sandau)

ADJOURNMENT

Mayor Walsh adjourned the meeting at 9:08 a.m.

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

Matthew J. Walsh, Mayor

Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Community

Development

Case/Project No.: OTB-17-004

Submitted by: Rose Brown

Resolution 17-242

Council Action: 11/13/2017

Description

Resolution of intent to dispose of City property legally described as Lots 13 through 15, Auditor's Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43 and setting a public hearing for November 27, 2017.. (Location: adjacent to 115 Norton Avenue)

Background/Discussion

The City has received an offer to purchase a strip of property adjacent to 115 Norton Avenue. The property is classified as 'transitional dispose' and 'not buildable'. According to the adopted policy of March 14, 2016, the property should be priced at the appraised value or the amount most recently established by the Pottawattamie County Assessor. The applicant has offered \$300.00.

The applicant has indicated he maintains the property and would like to formally incorporate it into his property. He is agreeable to the owner at 1304 East Washington acquiring the portion of the property that abuts their property. The City has attempted to contact the owner of record to determine if they are interested in the property in order to create a more uniform boundary. According to the Pottawattamie County Assessor website there is no 2017 value assigned to the land.

The property was platted in 1924 and is not public right-of-way. No recent costs have been incurred by the City. MidAmerican Energy has overhead power facilities on the property.

Recommendation

The Community Development Department recommends setting a public hearing on the disposal of the property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition on the November 27, 2017 City Council meeting.

ATTACHMENTS:

Description	Type	Upload Date
OTB-17-004 Tyler PH Notice CC (11-13-17)	Resolution	11/3/2017
OTB-17-004 Tyler Location Map CC (11-13-17)	Resolution	11/3/2017
Resolution 17-242	Resolution	11/7/2017

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

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to dispose of property legally described as Lots 13 through 15, Auditor's Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43, City of Council Bluffs, Pottawattamie County, Iowa.

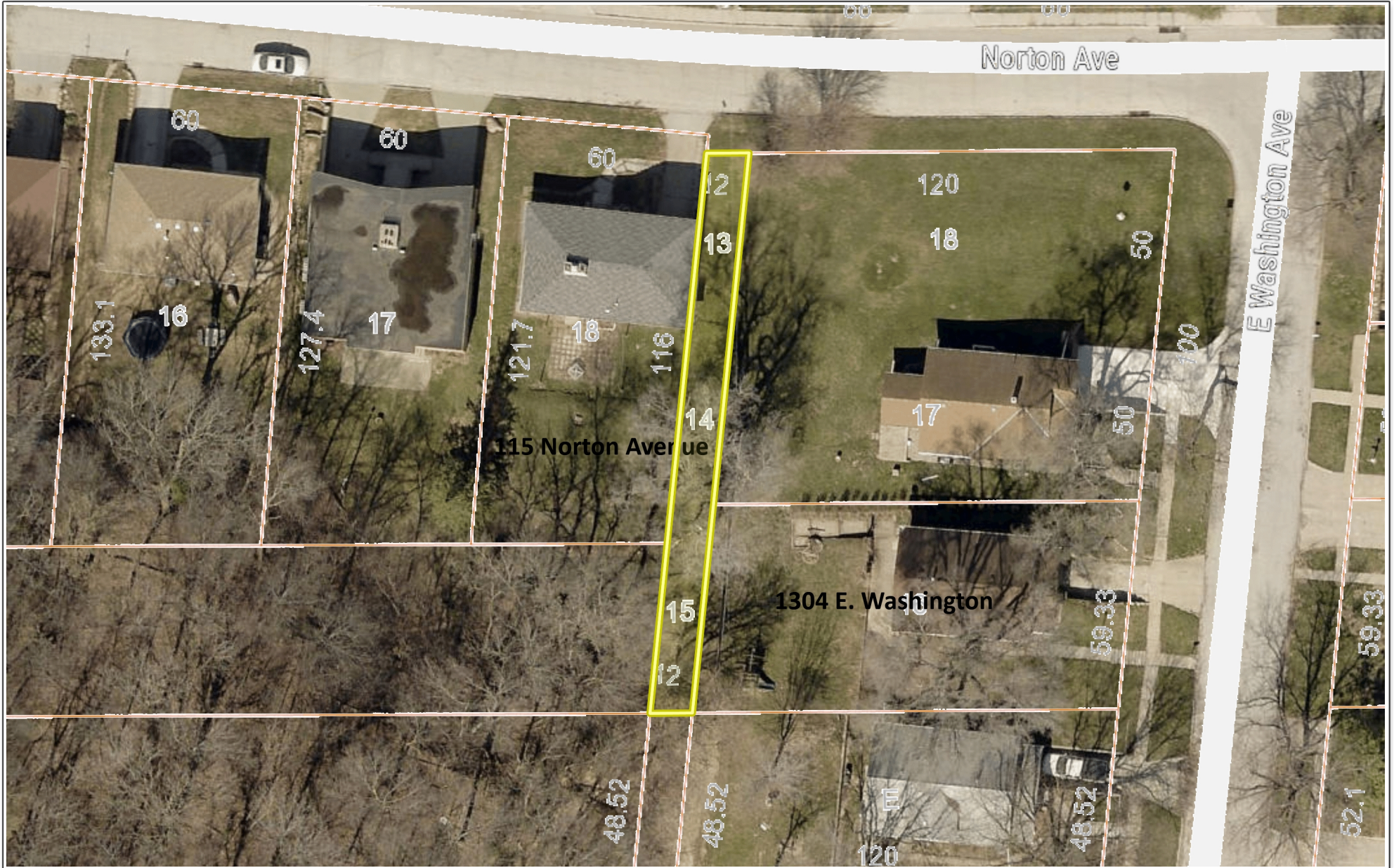
You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 27th day of November, 2017, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush

City Clerk

REB

CASE #OTB-17-004



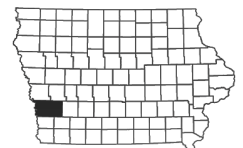
Pottawattamie County GIS
 223 S. 6th St
 Council Bluffs, IA 51501
 (712) 328-4885
 gis@pottcounty.com
 http://gis.pottcounty.com



1 in = 51 ft

Map Published: 11/3/2017

Pottawattamie County makes no representation or warranty as to the accuracy of this map and its information nor to its fitness for use. Any user of this map product accepts this same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further, covenants and agrees to hold Pottawattamie County harmless from any and all damage, loss, or liability arising from any use of this map.



Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 328-4629
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 328-4616

RESOLUTION NO. 17-242

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED AS LOTS 13 THROUGH 15, AUDITOR'S SUBDIVISION OF PART OF LOT 4, NE1/4 NW1/4 AND PART OF LOT 1, NW1/4 NW1/4 ALL IN SECTION 30-75-43, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City has received an offer from Mike Tyler, to purchase the City owned property legally described as Lots 13 through 15, Auditor's Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43, City of Council Bluffs, Pottawattamie County, Iowa; and

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

That the City does hereby express its intent to dispose of City property legally described as Lots 13 through 15, Auditor's Subdivision of part of Lot 4, NE1/4 NW1/4 and part of Lot 1, NW1/4 NW1/4 all in Section 30-75-43, City of Council Bluffs, Pottawattamie County, Iowa West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for November 27, 2017.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

Department: Community
Development
Case/Project No.: OTB-17-003
Submitted by: Rose Brown

Resolution 17-243

Council Action: 11/13/2017

Description

Resolution of intent to dispose of City property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition and setting a public hearing for November 27, 2017. (Location: formerly addressed as 3033 6th Avenue)

Background/Discussion

The City has received an offer for purchase of property formerly addressed as 3033 6th Avenue. The property is classified as 'transitional dispose' and 'buildable'. According to the adopted policy of March 14, 2016, the property should be priced at the appraised value or the amount most recently established by the Pottawattamie County Assessor. The applicant has offered \$13,700.00.

Title of the property was awarded to the City of Council Bluffs on January 20, 2017. The previous single family house has been removed and the property is vacant. The 2017 land valuation according to the Pottawattamie County Assessor's Office is \$10,680.00.

Costs incurred by the City will be compiled and provided in the staff report prior to the public hearing.

Recommendation

The Community Development Department recommends setting a public hearing on the disposal of the property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition on the November 27, 2017 City Council meeting.

ATTACHMENTS:

Description	Type	Upload Date
OTB-17-003 Allmon PH Notice CC (11-13-17)	Resolution	11/3/2017
OTB-17-003 Allmon Location Map CC (11-13-17)	Resolution	11/3/2017
Resolution 17-243	Resolution	11/7/2017

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

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to dispose of property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition, City of Council Bluffs, Pottawattamie County, Iowa.

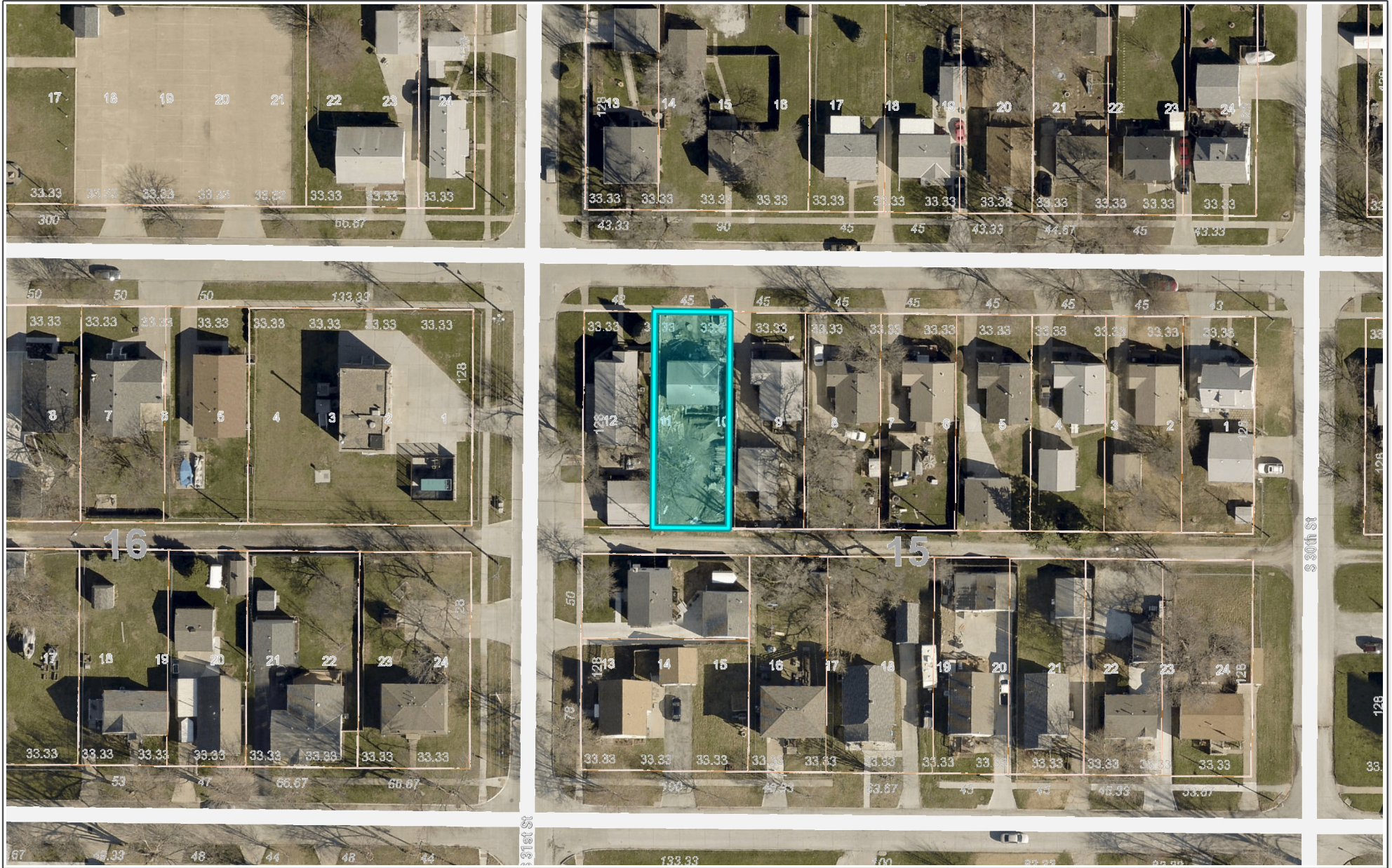
You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 27th day of November, 2017, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush

City Clerk

REB

CASE #OTB-17-003



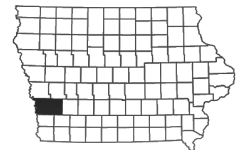
Pottawattamie County GIS
 223 S. 6th St
 Council Bluffs, IA 51501
 (712) 328-4885
 gis@pottcounty.com
 http://gis.pottcounty.com



1in = 107ft

Map Published: 11/2/2017

Pottawattamie County makes no representation or warranty as to the accuracy of this map and its information nor to its fitness for use. Any user of this map product accepts this same AS-IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold Pottawattamie County harmless from any and all damage, loss, or liability arising from any use of this map.



Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 328-4629
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 328-4616

RESOLUTION NO. 17-243

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED AS THE WEST 20 1/3 FEET OF LOT 10 AND THE EAST 24 2/3 FEET OF LOT 11, BLOCK 15, OMAHA ADDITION.

WHEREAS, the City has received an offer from Michael B. Allmon, to purchase the City owned property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition; and

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

That the City does hereby express its intent to dispose of City property legally described as the West 20 1/3 feet of Lot 10 and the East 24 2/3 feet of Lot 11, Block 15, Omaha Addition City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for November 27, 2017.

ADOPTED
AND
APPROVED: November 13, 2017

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

(Case #OTB-17-003)

Council Communication

Department: Parks and Recreation

Case/Project No.:

Resolution 17-259

Council Action: 11/13/2017

Submitted by: Larry Foster

Description

Resolution setting the public hearing on the Plans, Specifications, and Form of Contract for the Iowa Department of Transportation IMN-029-3(211)54-0E-78, Phase 2 project for realignment of Dodge Riverside Golf Club, November 27, 2017, at 7:00 p.m.

Background/Discussion

The Iowa Department of Transportation is advancing significant improvements to the I-480 and I-29 interchange and expanding portions of I-29. This project, IMN-029-3(211)54-0E-78, Phase 2 impacts the City of Council Bluffs Dodge Riverside Golf Club. Specifically, the IDOT project will impact the existing #13 green and adjacent elements, #14 tee and portions of the #14 fairway. As a result, these sections of the course must be realigned to accommodate the final IDOT project grades and the relocated frontage road.

Through the joint efforts of the City and IDOT, a course realignment concept has been developed that will accommodate the IDOT required adjustments. This concept also minimizes course disruption and the resultant revenue losses. The redesign was authored by Wyss and Associates, golf course architects, with input from the course staff.

The concept accomplishes two primary objectives. First, the new alignment maintains the course's current Par 72 rating.

Additionally, the course construction activities are phased to allow the course to be played as a full 18 hole facility throughout both the golf course and Interstate renovations.

The funding will come from state funds provided by the Iowa Department of Transportation.

Recommendation

I recommend that the City Council adopt the resolution setting the Public Hearing for the Iowa Department of Transportation IMN-029-3(211)54-0E-78, Phase 2 project for realignment of Dodge Riverside Golf Club, November 27, 2017, at 7:00 p.m.

ATTACHMENTS:

Description	Type	Upload Date
Public Hearing Notice	Resolution	11/6/2017
Resolution 17-259	Resolution	11/8/2017

PUBLIC HEARING NOTICE

Notice is hereby provided that the City Council for the City of Council Bluffs, Iowa, has expressed its intent to set the Public Hearing on the plans, specifications, and form of contract for the Iowa Department of Transportation IMN-029-3(211)54-0E-78, Phase 2 Project for realignment of Dodge Riverside Golf Club project.

You are further notified that a Public Hearing will be held on said matter by the City Council of the City of Council Bluffs, Iowa, at its regular meeting to be held on November 27, 2017 at 7:00 p.m., in the Council Chambers 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 Quackenbush, City Clerk
City of Council Bluffs, Iowa

RESOLUTION NO. 17-259

RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH NOTICE AND SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE IOWA DEPARTMENT OF TRANSPORTATION IMN-029-3(211)54-0E-78, PHASE 2 PROJECT FOR REALIGNMENT OF DODGE RIVERSIDE GOLF CLUB.

WHEREAS, the City of Council Bluffs desires to realign the Dodge Riverside Golf Club; and

WHEREAS, Wyss and Associates was hired for professional services related to this project; and

WHEREAS, funding for this project will be provided by the Iowa Department of Transportation; and

WHEREAS, the plans, specifications and form of contract as prepared by Wyss and Associates are on file in the Office of City Clerk.

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

The City Clerk is hereby directed to set a Public Hearing for November 27, 2017 at 7:00 p.m. for the Iowa Department of Transportation IMN-029-3(211)54-0E-78, Phase 2 Project for realignment of Dodge Riverside Golf Club.

ADOPTED
AND
APPROVED November 13, 2017

Matthew J. Walsh Mayor

Attest:

Jodi Quackenbush City Clerk

November 6, 2017

Mayor Matt Walsh
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

Dear Mayor Walsh:

Iowa Western Community College has operated cable channel 17, CBTV, for more than 20 years and provided programming for local news, sports, City Council meetings and various local events such as the Celebrate CB Parade. Over those years the college's costs have increased and worn out equipment has needed to be replaced. All of this was accomplished at the college's expense.

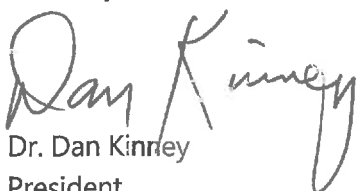
The city has contributed a portion of the cable franchise fee paid to it by Cox Communications to help support the operation. Over the years, the city's contribution has declined steadily requiring the college to continuously increase its financial support. Costs have also steadily increased due to inflation in the cost of supplies, equipment and salaries needed to achieve the mission of CBTV.

The college has experienced significant declines in revenue from the sources that provide for its operation. As a result, the college has had to reduce the size of its employee base, eliminate programs of study and increase student tuition. As we evaluate how every dollar is allocated, we find it is difficult to justify spending increased dollars to support the operation of CBTV.

For those reasons, we regretfully submit this letter as our 90 day notice to the city that we will no longer continue in the agreement with the city to operate CBTV. Therefore, the last day of the college operation of CBTV will be February 4, 2018. We will plan to remove our equipment from City Hall on February 5, 2018.

We would welcome the opportunity to meet and discuss future funding and programming opportunities outlined in a new contract.

Sincerely,



Dr. Dan Kinney
President

Council Communication

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

Claims (2)

Council Action: 11/13/2017

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Claims	Resolution	11/8/2017

APPLICATION TO PURCHASE CITY PROPERTY

CLERK RGD
30 OCT 17
PM 2:24

Submit To: Jodi Quakenbush, City Clerk
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, generally described as follows:

City owned Railroad ROW that spans parcel # 754435458001

Buyers are applying to purchase this property for the following purpose(s):

Build an addition to my building

Buyers offer a total sum of \$ 2,000.00

In consideration of the information above, Buyers hereby certify and agree to the following:

- (a) City personnel shall review all applications submitted and make any recommendations deemed appropriate with respects to acceptance, rejection or modification (if any), however, approval of this application shall be in the sole discretion of the Council Bluffs City Council.
- (b) Title shall be taken subject to applicable zoning restrictions, and Buyer understands and attests that their proposed use would conform with all permitted uses in that zoning classification. Any proposed use deemed to be non-conforming shall result in forfeiture of this application.
- (c) Title shall be taken subject to all applicable easements, covenants, servient estates and any other appurtenant restrictions to the land.
- (d) Buyers are not subject to any liens, delinquent taxes, unpaid property violations or other outstanding costs and/or fines associated with property ownership and maintenance.
- (e) Buyers shall finance the purchase of the property by any one of the following means (please circle):
 - a. Cash
 - b. Certified Check**
 - c. Third Party Mortgage
 - d. City Financing with Mortgage/Promissory Note
- (f) All subsequent taxes shall be paid by Buyers.
- (g) All subsequent special assessments shall be paid by Buyers.
- (h) Buyers shall pay a one-time fee of \$50 dollars for filing and costs in the event they are awarded title.
- (i) Buyers are purchasing the property **AS IS**, and may obtain insurance to cover risk of loss at their own cost.
- (j) Buyers are entitled to possession of the described property upon receipt of the City Deed.
- (k) Upon payment of the purchase price as provided in paragraph (e), the City shall convey title by City Deed.

JLS Investments LLC by Matthew 10-27-17
Buyer Date Buyer Date

JLS Investments LLC by Matthew B. Sain
Print Name 402-306-2500 - Matt

Print Name

<input type="checkbox"/> Buildable Lot	<input type="checkbox"/> Date Received	<input type="checkbox"/> Offer Sufficient For Review
<input type="checkbox"/> Remnant Parcel	<input type="checkbox"/> Case # Assigned	Approved For
<input type="checkbox"/> Previously Vacated ROW	<input type="checkbox"/> Payment W/Offer	Processing : _____
<input type="checkbox"/> Other		

APPLICATION TO PURCHASE CITY PROPERTY

CLERK ROOM
27 OCT 17
PM 2:40

Submit To: Jodi Quakenbush, City Clerk
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, generally described as follows:

Oak Grove Ark. Lots 10-12, Block 1

Buyers are applying to purchase this property for the following purpose(s):

Expand our back yard

Buyers offer a total sum of \$ 600⁰⁰

In consideration of the information above, Buyers hereby certify and agree to the following:

- (a) City personnel shall review all applications submitted and make any recommendations deemed appropriate with respects to acceptance, rejection or modification (if any), however, approval of this application shall be in the sole discretion of the Council Bluffs City Council.
- (b) Title shall be taken subject to applicable zoning restrictions, and Buyer understands and attests that their proposed use would conform with all permitted uses in that zoning classification. Any proposed use deemed to be non-conforming shall result in forfeiture of this application.
- (c) Title shall be taken subject to all applicable easements, covenants, servient estates and any other appurtenant restrictions to the land.
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- (e) Buyers shall finance the purchase of the property by any one of the following means (please circle):
 - a. Cash
 - b. Certified Check
 - c. Third Party Mortgage
 - d. City Financing with Mortgage/Promissory Note
- (f) All subsequent taxes shall be paid by Buyers.
- (g) All subsequent special assessments shall be paid by Buyers.
- (h) Buyers shall pay a one-time fee of \$50 dollars for filing and costs in the event they are awarded title.
- (i) Buyers are purchasing the property **AS IS**, and may obtain insurance to cover risk of loss at their own cost.
- (j) Buyers are entitled to possession of the described property upon receipt of the City Deed.
- (k) Upon payment of the purchase price as provided in paragraph (e), the City shall convey title by City Deed.

[Signature] 10/27/17
Buyer Date

[Signature] 10/27/17
Buyer Date

Jeff Kraft
Print Name
27 Grove St, (402)-321-1526

Alicia Kraft
Print Name

<input type="checkbox"/> Buildable Lot	<input type="checkbox"/> Internal Use Only	<input type="checkbox"/> Offer Sufficient For Review
<input type="checkbox"/> Remnant Parcel	<input type="checkbox"/> Date Received	
<input type="checkbox"/> Previously Vacated ROW	<input type="checkbox"/> Case # Assigned	Approved For
<input type="checkbox"/> Other	<input type="checkbox"/> Payment W/Offer	Processing : _____

Council Communication

Department: City Clerk
Case/Project No.: ZT-17-006
Submitted by: Christopher
Gibbons

Ordinance 6312

Council Action: 11/13/2017

Description

Ordinance to amend Chapter 15.24 Supplemental Use and Site Development Regulations, by amending Section 15.24.040 "Fence Regulations".

Background/Discussion

On January 11, 2016, the Council Bluffs City Council passed and approved Ordinance No. 6255 which amended Chapter 15.03, Definitions by adding Section 15.03.271a ' fence, electrical security' and amended Chapter 15.24.040 *Supplemental Use and Site Development regulations*, Fence Regulations relative to adding 'fence. electrical security'. The amendment was drafted by a committee of City staff members and included input from the applicant. The purpose of this amendment was to legitimize an electrically charged security fence that was installed by the applicant around the Camping World's retail store site at 2802 South 21st Street. The adopted amendment allowed property owners located in a C-2/Commercial District to install an electrically charged security fence to protect their capital investment from theft and vandalism. The amendment also included standards to insure that said fence did not put the general public at risk by a establishing a minimum separation distance, as stated in Section 15.24.0040(3)(e)(i) of the Council Bluffs Municipal Code (Zoning Ordinance):

(3) General Requirements for Residential and Commercial Districts

(E) Fence, electrically charged security may be allowed in a C-2 District in accordance with Section 13.16.485, subject to the following conditions:

(i) The site shall not be within 300 feet of a residential district, or legal non-conforming residential use.

The applicant has proposed to eliminate the required 300-foot separation distance between an electrically charged security fence and a residential zoning district in order to rectify an illegal fence they installed around the perimeter of Camping World's new vehicles sales lot. The fence was installed without a permit and is located 195 feet, as opposed to the required 300 feet, from a residential zoning district (see Attachment B). On August 15, 2017, the applicant appeared before the Council Bluffs Zoning Board of Adjustment and requested a variance to allow the fence to remain in its current location (Case #BA-17-003). The Board reviewed the request and then denied the variance on the basis that the property did not have an unnecessary hardship that prevented the applicant from installing the fence in accordance with City zoning standards.

For reference purposes, the applicant provided safety studies for the electrically charged security fences (see Attachment C).

This proposed text amendment will apply to all properties zoned C-2/Commercial District within the City. For reference purposes, the following images below show the electrically charged fenced installed by the applicant around the new Camping World vehicle sales lot: (see Exhibits A, B and C)

All City departments and utility providers received a copy of the proposed text amendment. The following comments were received:

- Council Bluffs Fire Department stated the existing chain-link perimeter fence around the electrically

charged security fence does not comply with the eight foot height requirement, as stated in Section 13.16.485(3), *Electric Code, Fence, electrically charged security*, of the Council Bluffs Municipal Code.

- Council Bluffs Building Division stated the electrically charged security fence was installed without a permit and does not comply with City standards. They are opposed to the text amendment request.
- The Community Development Department is opposed to the text amendment as the 300 foot separation requirements provides a reasonable balance between allowing commercial property owners to protect their capital investment with an electrically charged security fence while at the same time protecting the public from any risks associated with an electronically charged fence.

Recommendation

The Community Development Department recommends denial of the proposed text amendment based on reasons stated above.

Public Hearing

Speakers in favor:

1. Michael Pate, 3131 Heyward Street, Columbia, SC 29205

Speakers against: None

Planning Commission Recommendation

The Planning Commission recommends denial of the proposed text amendment based on reasons stated above.

VOTE: AYE 6 NAY 0 ABSTAIN 0 ABSENT 5 Motion: Carried

ATTACHMENTS:

Description	Type	Upload Date
ZT-17-006 Electric Guard Dog, LLC Attach A, B and C (10-23-17) CC	Resolution	10/13/2017
ZT-17-006 Electric Guard Dog, LLC Exhibit A. B and C (10-23-17) CC	Resolution	10/13/2017
Ordinance 6312	Ordinance	10/17/2017

15.24.040 - Fence regulations



Fences, including masonry walls, vegetation, ornamental iron, chain link, open wood, solid wood or metal, forming a physical barrier, placed on private property, used for any purpose shall conform to the following requirements:

(3) General Requirements for Residential and Commercial Districts.

- (A) In a front yard or a street side yard, the height of a fence shall not exceed four feet, unless its placement meets the setback requirements for principal and accessory structures. Exception: ornamental iron fences located in front or street side yards may exceed four feet in height, but are limited to six feet in overall height.
- (B) No solid fence shall be placed within a front yard or street side yard which creates a safety hazard by obstructing the clear view of pedestrians or vehicles.
- (C) In an interior side yard or rear yard, the height of a fence, excepting vegetation fences, shall not exceed six feet. Fences in residential areas proposed to exceed six feet in height shall be reviewed on a case-by-case basis by the mayor or designee.
- (D) Security fences with sharp or pointed projections or containing barbed wire strands may be permitted in a C-2 district when placed on top of an otherwise conforming fence, if the following conditions are met:
 - (i) The site shall not abut any residential district; and
 - (ii) The use shall comply with all requirements for conforming uses and the site development regulations in a C-2 district.
- (E) Fence, electrically charged security may be allowed in C-2 District in accordance with [Section 13.16.485](#), subject to the following conditions:
 - (i) The site shall not be within 300 feet of a residential district, or a legal non-conforming residential use;
 - (ii) The use shall comply with all requirements for conforming use and site development regulations in a C-2 District;
 - (iii) Shall not be located within the area defined as the front yard setback, street side yard setback, or the area between a structure and the front property line or street side property line, if greater than the minimum required setback; and
 - (iv) Shall not be located within the corridor design overlay district (CDO).

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION LOCATION/ZONING MAP - CASE #ZT-17-006

Map Legend

-  Camping World Sales Lot (new)
-  Parcel



2016 Aerial Photograph



Note: Subject property highlighted in red.

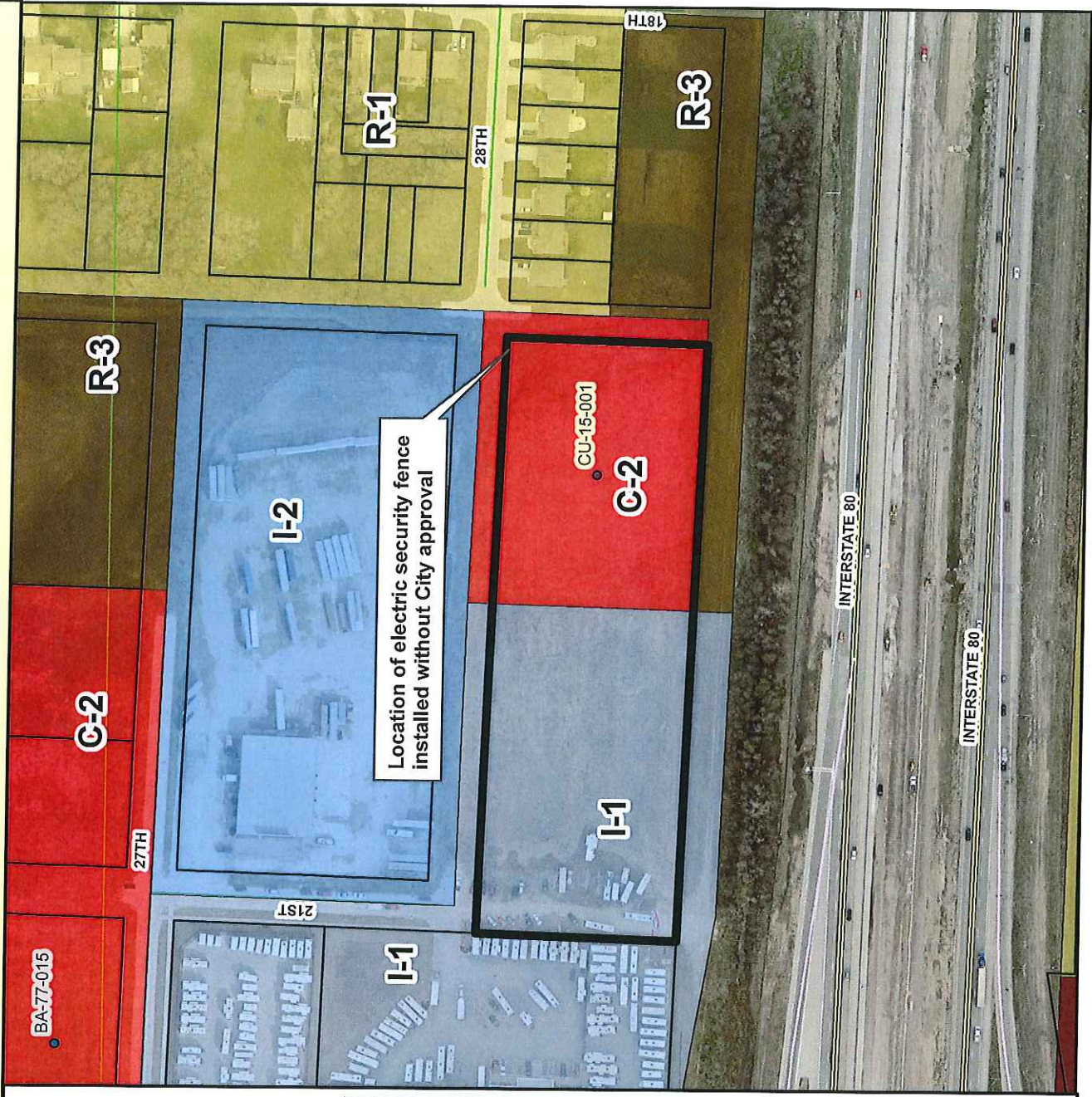


Last Amended: 9/13/17



Council Bluffs Community
Development Department
209 Pearl Street
Council Bluffs, IA 51503
Telephone: (712) 328-4629

DISCLAIMER
This map is prepared and compiled from records and data. Users of this map are advised that the City of Council Bluffs does not warrant or assume any liability for errors or omissions. This map is intended for informational purposes only. The City assumes no responsibility for any loss or damage resulting from the use of this map.



Safety of electric security fences

John G. Webster

Professor Emeritus of Biomedical Engineering

University of Wisconsin-Madison

Madison WI 53706

Electric current shocks us, not voltage

Most of us can remember receiving an electric shock; it can happen during a regular day. How can that happen and when? Walking across a carpet during dry weather, then touching a doorknob and feeling a spark that jumps to the doorknob is a very common way. Placing a finger inside of a lamp socket that inadvertently was turned on is yet another. Touching the spark plug in a car or lawn mower has happened to many people as well. But why are we all still alive after receiving these electric shocks during a regular day? *We are still alive because even though the voltage is high, not enough electric current flowed through our heart.*

Even when the voltage is high, when the current flows for only a very short duration we can not be electrocuted. Furthermore, it is even hard to get electrocuted in the home because the power line voltage of 120 volts can't drive enough continuous current through the high resistance of our dry skin. Kitchens and bathrooms fall in a different category; they are dangerous places because our skin may be wet. When our skin is wet, our skin resistance is low and permits a large electric current to flow through the body as shown in Figure 1. A large enough current can cause ventricular fibrillation. During ventricular fibrillation the pumping action of the heart ceases and death occurs within minutes unless treated. In the United States, approximately 1000 deaths per year occur in accidents that involve cord-connected appliances in kitchens, bathrooms, and other wet locations.

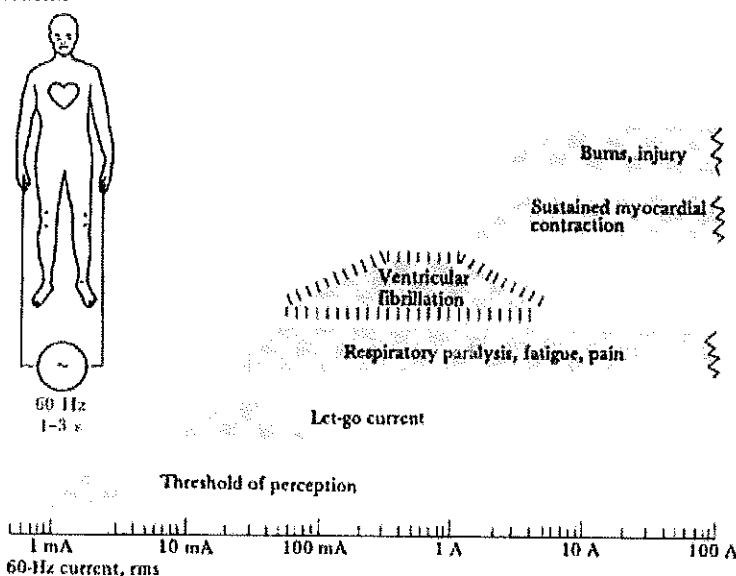


Figure 1 Physiological effects of electricity. Threshold or estimated mean values are given for each effect in a 70 kg human for a 1- to 3 s exposure to 60 Hz current applied via copper wires grasped by the hands. From W. A. Olson, *Electrical Safety*, in J. G. Webster (ed.), *Medical Instrumentation Application and Design*, 3rd ed., New York: John Wiley & Sons, 1998.

Department of Biomedical Engineering

2130 Engineering Centers Building University of Wisconsin-Madison 1550 Engineering Drive Madison, Wisconsin 53706-1609
608/263-4660 Fax: 608/265-9239 Email: bme@engr.wisc.edu <http://www.bme.wisc.edu/>

Short duration pulses are safer than continuous electric current

Figure 2 shows that shock durations longer than 1 second are the most dangerous. Note that as the shock duration is shortened to 0.2 seconds, it requires much more electric current to cause ventricular fibrillation. Electric security fences have taken advantage of this fact by shortening their shock duration to an even shorter duration of about 0.0003 seconds. Therefore, electric security fences are safe and do not lead to ventricular fibrillation due to the short 0.0003 second shock duration.

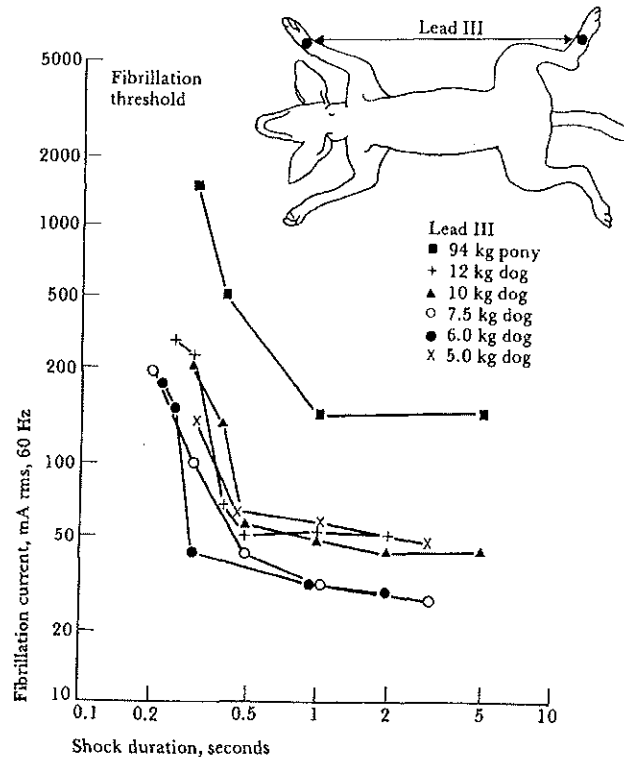


Figure 2 Thresholds for ventricular fibrillation in animals for 60-Hz ac current. Duration of current (0.2 to 5 s) and weight of animal body were varied. Fibrillation current versus shock duration for a 70 kg human is about 100 milliamperes for 5 second shock duration. It increases to about 800 milliamperes for 0.3 second shock duration. From L. A. Geddes, *IEEE Trans. Biomed. Eng.*, 1973, 20, 465-468.

Electricity near the heart is most dangerous

There are four situations where electricity may be applied close to the heart. (1) Figure 3(b) shows when a catheter tube is threaded through a vein into the heart, any accidental current is focused within the heart and a small current can cause ventricular fibrillation. (2) Cardiac pacemakers also pass electric current inside the heart, but the current is kept so small that ventricular fibrillation does not occur. (3) A Taser weapon may rarely shoot a dart between the ribs very close to the heart and apply a 0.0001 second pulse, but this has not been shown to cause ventricular fibrillation. Typically when a person takes an overdose of drugs, he creates a disturbance, police are called, the person refuses to obey, the police Taser him, afterwards he dies of a drug overdose, and the newspapers report, "Man dies after Taser shot." (4) A defibrillator applies a 0.005 second, 40 ampere electric current. This causes massive heart contraction that can change ventricular fibrillation to normal rhythm and save a life.

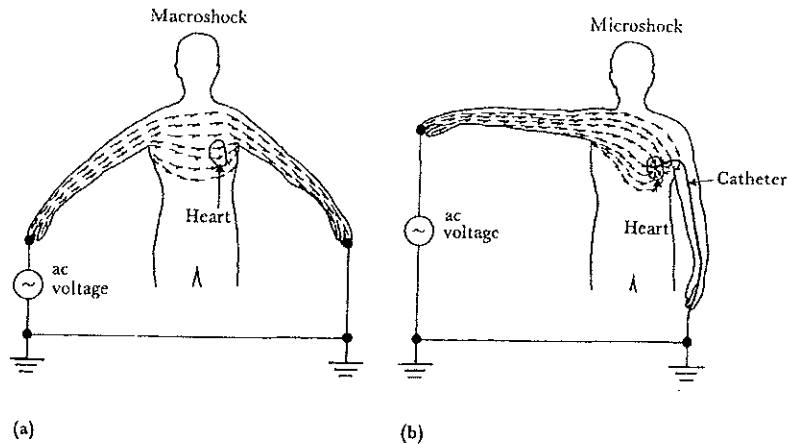


Figure 3 Effect of entry points on current distribution. (a) *Macroshock*, externally applied current spreads throughout the body, (b) *Microshock*, all the current applied through an intracardiac catheter flows through the heart. From F. J. Weibell, "Electrical Safety in the Hospital," *Annals of Biomedical Engineering*, 1974, 2, 126-148.

When comparing an electric security fence to the above examples, we know that an electric security fence is similar to Figure 3(a). Why do we know that? If a person contacts an electric fence, electric current is concentrated in the limbs and causes a deterrent shock; when it continues to pass through the torso, it spreads out and becomes more diffuse. Therefore as shown in Figure 3(a) and in Figure 2 electric security fences are safe because the deterrent shock spreads out and becomes more diffuse and is of a very short duration.

Only power lines cause ventricular fibrillation

Table 1 shows that short duration electric pulses, even though applied near the heart do not cause ventricular fibrillation. In contrast, the continuous current from power lines kills 1000 persons per year.

Table 1 Only power lines cause ventricular fibrillation

	Duration of pulse in seconds	Current in amperes	Likely to be applied near heart?	Caused ventricular fibrillation?
Power lines	Continuous	0.1	No	1000 per year
Electric security fence	0.0003 0.8 times/sec	10	No	No
Taser	0.0001 19 times/sec	2	May be	No
Cardiac pacemaker	0.001 1 time/sec	0.005	Yes	No
Defibrillator	0.005 1 time	40	Yes	Cures ventricular fibrillation
Spark plug	0.00002 1 time	0.2	No	No
Doorknob	0.00002 1 time	0.2	No	No

**Sentry Security Systems, LLC position on the relationship of security fences
to codes and standards**

Electric fencing is used safely throughout the world, with applications for both animal control and commercial security. In a commercial security setting, security fences deter crime and help apprehend criminals. The mere presence of a security fence discourages unlawful entry, theft and the destruction of property. Additionally, it is easier to apprehend the determined criminal because the owner and police are notified instantaneously when the criminal distorts or breaks the fence. Security fences also protect the people who work at a site, providing business owners and employees significant peace of mind.

The security fence sold by Sentry Security Systems is powered by a 12 volt DC marine (or similar) battery. The National Electric Code does not cover battery powered products such as smoke alarms. Therefore, the security fence sold by Sentry Security Systems is not covered by the NEC.

There is in fact no US standard that addresses security fences whether main or battery powered. UL 69 addresses animal control fences but not security fences. There is, however, a good international standard - IEC 60335-2-76 - that addresses security fences. This standard is attached for your information.

We respectfully request that you determine that, as a battery powered device, security fences do not fall under the National Electric Code.

Safety of electric fence energizers

Amit J. Nimunkar¹ and John G. Webster¹

¹Department of Biomedical Engineering, University of Wisconsin, 1550 Engineering Drive, Madison, WI 53706 USA.

E-mail: Webster@engr.wisc.edu (John G. Webster) Tel 608-263-1574, Fax 608-265-9239

Abstract

The strength–duration curve for tissue excitation can be modeled by a parallel resistor–capacitor circuit that has a time constant. We tested five electric fence energizers to determine their current-versus-time waveforms. We estimated their safety characteristics using the existing IEC standard and propose a new standard. The investigator would discharge the device into a passive resistor–capacitor circuit and measure the resulting maximum voltage. If the maximum voltage does not exceed a limit, the device passes the test.

Key words: strength–duration curve, cardiac stimulation, ventricular fibrillation, electric safety, electric fence energizers, standards.

1. Introduction

The vast majority of work on electric safety has been done using power line frequencies such as 60 Hz. Thus most standards for electric safety apply to continuous 60 Hz current applied hand to hand. A separate class of electric devices applies electric current as single or a train of short pulses, such as are found in electric fence energizers (EFEs). A standard that specifically applies to EFEs is IEC (2006). To estimate the ventricular fibrillation (VF) risk of EFEs, we use the excitation behavior of excitable cells. Geddes and Baker (1989) presented the cell membrane excitation model (Analytical Strength–Duration Curve model) by a lumped parallel resistance–capacitance (RC) circuit. This model determines the cell excitation thresholds for varying rectangular pulse durations by assigning the strength–duration rheobase currents, chronaxie, and time constants (Geddes and Baker, 1989). Though this model was originally developed based on the experimental results of rectangular pulses, the effectiveness of applying this model for other waveforms has been discussed (IEC 1987, Jones and Geddes 1977). The charge–duration curve, derived from the strength–duration curve, has been shown in sound agreement with various experimental results for irregular waveforms. This permits calculating the VF excitation threshold of EFEs with various nonrectangular waveforms. We present measurements on electric fence energizers and discuss their possibility of inducing VF.

2. Mathematical background and calculation procedures

Based on the cell membrane excitation model (Weiss–Lapique model), Geddes and Baker (1989) developed a lumped RC model (analytical strength–duration curve) to describe the membrane excitation behavior. This model has been widely used in various fields in electrophysiology to calculate the excitation threshold. Figure 1 shows the normalized strength–duration curve for current (I), charge (Q) and energy (U). The expression of charge is also known as the charge–duration curve which is important for short duration stimulations.

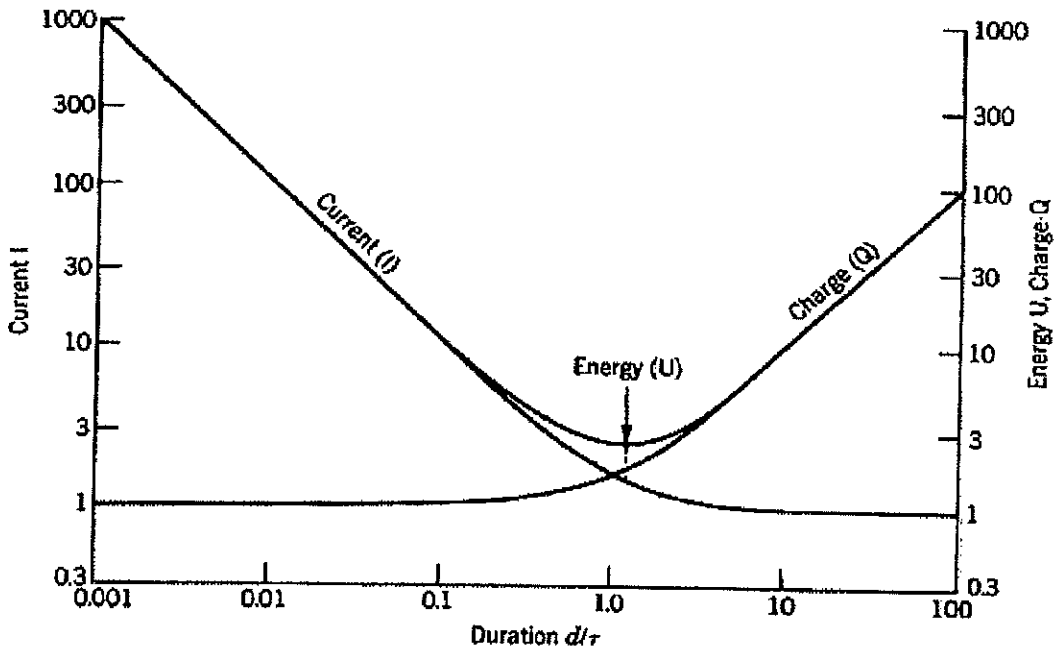


Figure 1. Normalized analytical strength–duration curve for current I , charge Q , and energy U . The x axis shows the normalized duration of d/τ . Note that for $d \ll \tau$, Q is constant and the most appropriate variable for estimating cell excitation. (from Geddes and Baker, 1989).

The equation for the strength–duration curve is (Geddes and Baker, 1989),

$$\Delta v = IR(1 - e^{-\frac{t}{\tau}}), \quad (1)$$

where I is a step current intensity, R is the shunt resistance, Δv is the depolarization potential threshold which is about 20 mV for myocardial cells, τ is the RC time constant, and t is the time I is applied.

If we let the stimulation duration go to infinity, the threshold current is defined as the rheobase current ($I = b$). If we substitute I in equation (1) by b and define the threshold current $I_d = \Delta v/R$ for the stimulation with duration d . Equation (1) becomes,

$$I_d = \frac{b}{1 - e^{-\frac{d}{\tau}}}. \quad (2)$$

We can calculate the threshold charge (Q_d) by integrating equation (2) and it becomes,

$$Q_d = I_d d = \frac{bd}{1 - e^{-\frac{d}{\tau}}}, \quad (3)$$

For short duration stimulation ($d \ll \tau$) with duration shorter than 0.1 times the RC time constant, equation (3) can be approximated by equation (4) and it yields equation (5),

$$1 - e^{-\frac{d}{\tau}} \approx \frac{d}{\tau}, \quad (4)$$

$$Q_d = b\tau \quad (5)$$

Equation (5) suggests that the charge excitation threshold for short duration stimulation is constant and equals the product of the RC time constant τ and the rheobase b . Geddes and Bourland (1985) showed that the charge-duration curve for single rectangular, trapezoidal, half sinusoid and critically damped waveforms had a good agreement for short duration stimulations. Therefore we used the same model to estimate thresholds for stimulation sources where I was not constant, under the same stimulation setting.

Cardiac cell excitation has been intensively studied at the 60 Hz power line frequency because most accidental electrocutions occur with 60 Hz current, which has a longer duration relative to the cardiac cell time constant of about 2 ms. However, EFEs operate with pulse durations much shorter than the time constant.

3. Methods

Figure 2 shows our experimental test set-up. The EFEs under test consist of Gallagher Group Ltd PowerPlus B600 (EFE1), Gallagher Group Ltd PowerPlus B280 (EFE2), Speedrite HPB (EFE3), Intellishock 20B (EFE4) and Blitzer 8902 (EFE5) EFEs. The short duration electrical pulses from these EFEs are passed through a series of eleven 47 Ω (ARCOL D4.29, HS50 47 R F) resistors which measure 518 Ω , which represents approximately the internal resistance of the human body. It is further connected to two 18 Ω (RH 10 207 DALE 10 W 3%) resistors connected in parallel which measure 9.08 Ω . This is used as the sensing resistor across which the oscilloscope measures the output voltage. For these very short pulses it is important to use noninductive resistors because the same current flowing through a resistor that has substantial inductance will measure a larger current than a resistor that is noninductive. To reduce electromagnetic interference, a faraday cage, covered with aluminum foil, was connected to ground. This diverted the electromagnetic interference to ground. The data were collected in EXCEL format from a disk in the Agilent 54621 oscilloscope. The calculations for different parameters presented in Table 1 and the Figures 3–5 were plotted using MATLAB.

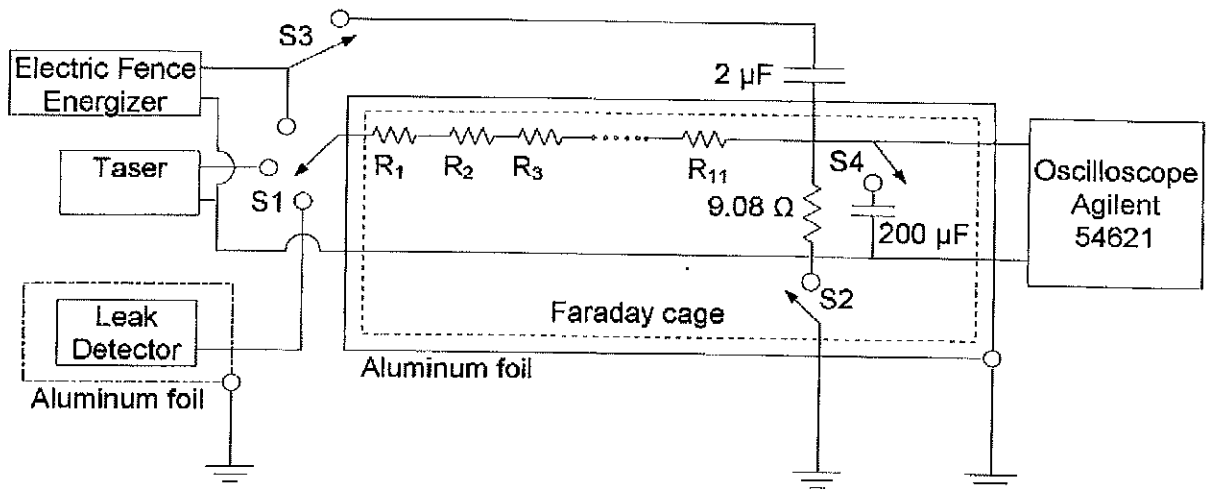


Figure 2. The EFE is selected by S1. The current flows through a string of 47 Ω resistors R_1 – R_{11} (total 518 Ω) which approximates the internal body resistance of 500 Ω. The 9.08 Ω yields a low voltage that is measured by the oscilloscope.

3.1. Determination of current

EFEs are used in conjunction with fences wires to form animal control fences and security fences. We tested five EFEs (EFE1–EFE5) using the experimental set-up in Figure 2 and obtained the output currents shown in Figure 3.

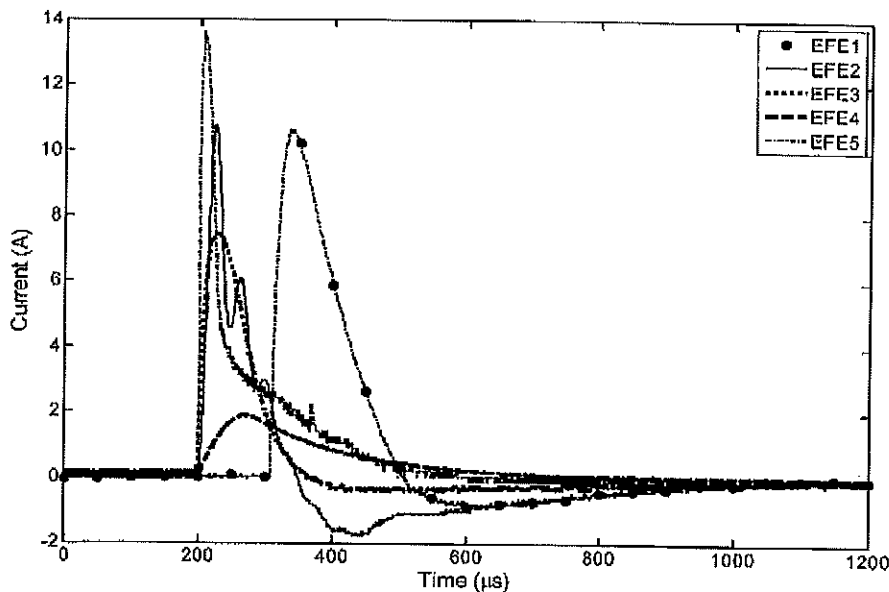


Figure 3. The output current waveform for five EFEs. EFE1 yields about 7.75 A for 151 μs = 1170 μC, EFE2 yields about 3.34 A for 345 μs = 1150 μC, EFE3 yields about 5.69 A for 91 μs =

518 μC , EFE4 yields about 1.25 A for 252 μs = 315 μC and EFE5 yields about 5.7 A for 137 μs = 781 μC .

4. Results

Table 1 shows the approximate results for the rms current, power, duration and charge for all the EFEs.

Table 1 Approximate results for all EFEs.

EFEs		EFE1	EFE2	EFE3	EFE4	ECF5
Parameters	Units					
A. (IEC)						
Total Energy	A^2ms	7.94	4.04	3.10	0.42	4.69
95% Energy Duration	μs	129	346	91	253	138
I_{rms}	A	7.65	3.33	5.69	1.25	5.69
IEC Standard I_{rms}	A	13.0	6.21	16.8	7.85	7.37
Pass IEC Standard	Yes/No	Yes	Yes	Yes	Yes	Yes
B. Proposed standard						
Voltage	V	3.88	2.91	NAv	NAv	NAv
Duration	μs	233	132			
Current	A	3.33	4.41			
Charge	μC	776	582			

NA- not applicable, NAV- not available

IEC (2006) defines in 3.116 “impulse duration: duration of that part of the impulse that contains 95% of the overall energy and is the shortest interval of integration of $P(t)$ that gives 95% of the integration of $P(t)$ over the total impulse. $I(t)$ is the impulse current as a function of time.” In 3.117 it defines “output current: r.m.s. value of the output current per impulse calculated over the impulse duration.” In 3.118 it defines “standard load: load consisting of a non-inductive resistor of $500 \Omega \pm 2.5 \Omega$ and a variable resistor that is adjusted so as to maximize the energy per impulse or output current in the 500Ω resistor, as applicable.” In 22.108, “Energizer output characteristics shall be such that – the impulse repetition rate shall not exceed 1 Hz; – the impulse duration of the impulse in the 500Ω component of the standard load shall not exceed 10 ms; – for energy limited energizers the energy/impulse in the 500Ω component of the standard load shall not exceed 5 J; The energy/impulse is the energy measured in the impulse over the impulse duration. – for current limited energizers the output current in the 500Ω component of the standard load shall not exceed for an impulse duration of greater than 0.1 ms, the value specified by the characteristic limit line detailed in Figure 102; an impulse duration of not greater than 0.1 ms, 15 700 mA. The equation of the line relating impulse duration (ms) to output current (mA) for $1\,000 \text{ mA} < \text{output current} < 15\,700 \text{ mA}$, is given by impulse duration = $41.885 \times 10^3 \times (\text{output current})^{-1.34}$.” We used these definitions and calculated the total energy, the shortest duration where 95% of the total energy occurs, the rms current for that duration from Figure 3 for the EFEs (EFE1–EFE5). Similarly we calculated the output current using the relationship impulse duration = $41.885 \times 10^3 \times (\text{output current})^{-1.34}$, provided by the IEC for all the EFEs (EFE1–EFE5). Table 1 lists these under the heading “A. (IEC)”. Table 1 shows that all the EFEs pass the IEC standard.

5. Proposed new standard

IEC (2006) uses the rms current for the shortest duration where 95% of the total energy occurs as the standard to determine if the EFE is safe for use. Geddes and Baker (1989) have shown that for pulses shorter than the cardiac cell time constant of 2 ms, the electric charge is the quantity that excites the cells. We propose a simple experimental set-up shown in Figure 2 to determine the maximum amount of charge that would flow from the EFES and cause cardiac cell excitation. The cardiac cell is modeled as an RC circuit in Fig. 2 with $R = 9.08 \Omega$ and $C = 200 \mu\text{F}$ (GECONOL 9757511FC $200 \mu\text{F} \pm 10\%$ 250 VPK) with the RC time constant of 1.82 ms. For the EFES (EFE1 and EFE2) the switches S1 and S4 are closed. This allows the $200 \mu\text{F}$ capacitor to charge rapidly (about $100 \mu\text{s}$) and discharge fairly slowly ($\tau = RC = 1.82 \text{ ms}$). Figures 4 and 5 show the voltage vs time waveforms for the different EFES. The test was not performed for electric fence energizers EFE3–EFE5.

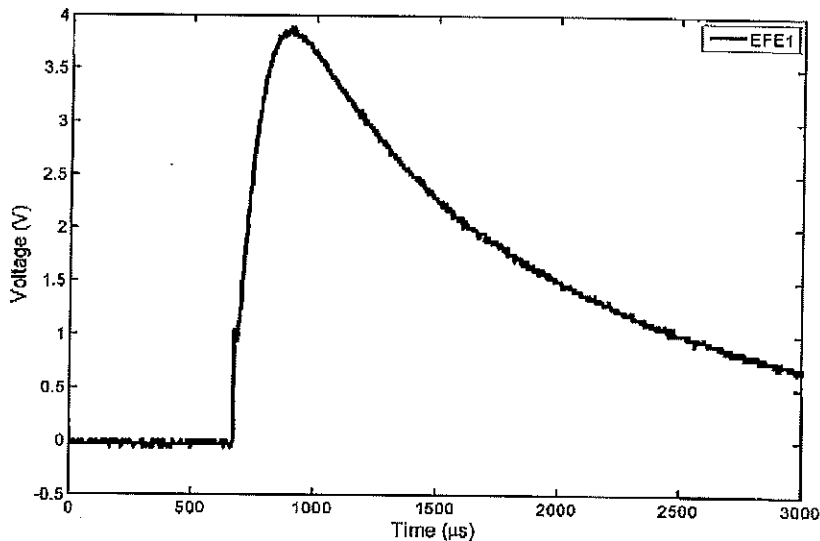


Figure 4. Output voltage waveform for EFE1. The maximal charge that flows through the cardiac cell model is given by $Q = CV = 200 \mu\text{F} \times 3.88 \text{ V} = 775 \mu\text{C}$, the current during which the capacitor charges to maximal value is given by $I = CV/T = (200 \mu\text{F} \times 3.88 \text{ V})/233 \mu\text{s} = 3.33 \text{ A}$.

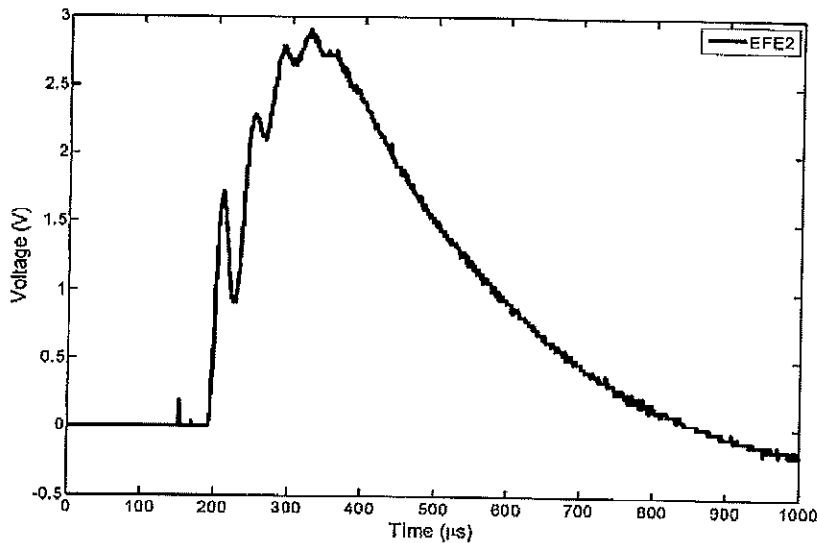


Figure 5. Output voltage waveform for the electric fence energizers EFE2. The maximal charge that flows through the cardiac cell model is given by $Q = CV = 200 \mu\text{F} \times 2.91 \text{ V} = 582 \mu\text{C}$, the current during which the capacitor charges to maximal value is given by $I = CV/T = (200 \mu\text{F} \times 2.91 \text{ V})/132 \mu\text{s} = 4.41 \text{ A}$.

6. Discussion

Geddes and Baker (1989) have shown that for pulses shorter than the cardiac cell time constant of 2 ms, the electric charge is the quantity that excites cardiac cells. Because the first half wave is the largest, the charge integrated in the first half wave determines cardiac cell excitation. The next half wave discharges the cardiac cell capacitance and does not contribute to cardiac cell excitation. Thus we list integral $I(t) = \text{charge } Q$ in Table 1.

IEC (2006) integrates $P(t)$, which is roughly equal to $I(t)$. Their Figure 102 roughly follows charge.

We propose revising EFE standards for measuring current to determine a safety standard to prevent VF. The new standard would measure cardiac cell excitation. It would not require the complex calculations required to determine “The current which flows during the time period in which 95 percent of the output energy (is delivered).” It would use a simple circuit similar to that in Figure 2 composed of resistors and a capacitor. The investigator would discharge the device into the circuit and measure the maximum voltage. If the maximum voltage does not exceed 5 V (as a conservative estimate), the EFE passes the test. The 500 Ω resistor closely approximates the resistance of the body and determines the current that flows through the body.

Acknowledgements

We thank L Burke O’Neal and Silas Bernardoni for their help and suggestions.

References

- Geddes L A, and Baker L E 1989 *Principles of applied biomedical instrumentation* (New York: John Wiley & Sons) pp 458–61
- Geddes L A and Bourland J D 1985 The strength-duration curve. *IEEE. Trans. Biomed. Eng.* **32(6)** 458–9
- IEC 1987 *International Electrotechnical Commission IEC Report: Effects of current passing through the human body* (IEC 60479-2) pp 47
- IEC 2006 *Household and similar electrical appliances – Safety – Part 2-76: Particular requirements for electric fence energizers*, (IEC 60335-2-76, Edition 2.1)
- Jones M and Geddes L A 1977 Strength duration curves for cardiac pacemaking and ventricular fibrillation *Cardiovasc. Res. Center Bull.* **15** 101–12

Exhibit A: View of the electric security fence facing west.

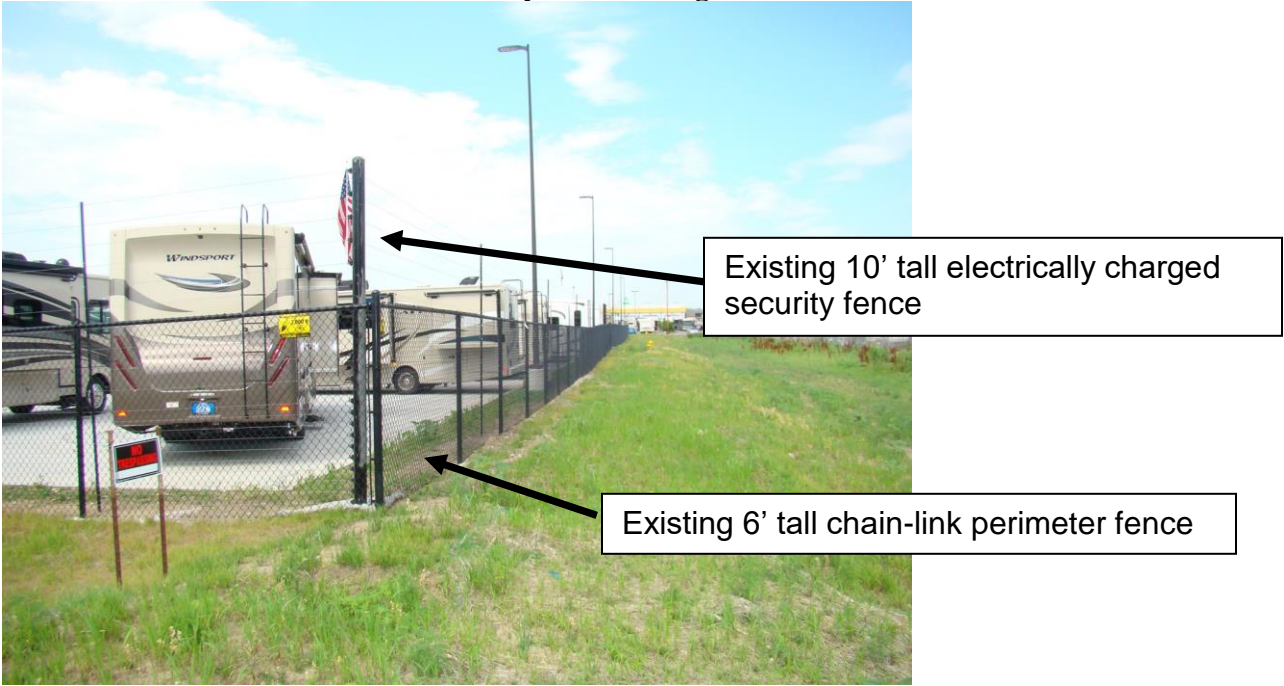


Exhibit B: View of the electric security fence that faces the residential area to the east.



Exhibit C: View of residential dwellings to the east of the subject property.



ORDINANCE NO. 6312

AN ORDINANCE TO AMEND CHAPTER 15.24 SUPPLEMENTAL USE AND SITE DEVELOPMENT REGULATIONS OF THE 2015 MUNICIPAL CODE (ZONING ORDINANCE) OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 15.24.040 “FENCE REGULATIONS”.

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

SECTION 1. That Chapter 15.24 “Supplemental Use and Site Development Regulations” of the 2015 Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by amending Section 15.24.040 “Fence Regulations” to read as follows:

15.24.040 - Fence regulations.

Fences, including masonry walls, vegetation, ornamental iron, chain link, open wood, solid wood or metal, forming a physical barrier, placed on private property, used for any purpose shall conform to the following requirements:

- (1) General Requirements for All Zoning Districts.
 - (A) No fence placed on any lot shall project over the property line. No fence or obstruction shall be placed in the public right-of-way.
 - (B) The height of a fence shall be measured from the grade on which the fence is placed.
 - (C) The finished side of any fence shall be directed toward the street right-of-way and adjoining properties.
 - (D) No fence or any other obstruction shall be placed within an equilateral triangle having sides of thirty-five (35) feet each running along the edge of the pavement, or curb if present, of each abutting street. The apex of this triangle shall be at the point of the intersection of the edges of the pavement or curbs of such streets when extended out to a point.
 - (E) No fence shall be placed within three feet of a fire hydrant. No fence shall block visibility or access to a fire hydrant from the street.
- (2) General Requirements for Open Space/ Recreation and Industrial Districts.
 - (A) A fence placed in any yard shall not exceed eight feet in height.
 - (B) In I-2 and I-3 districts when the parcel is fifty (50) contiguous acres or more, a fence not to exceed ten (10) feet in height is permitted in the interior, street side and rear yards. In the front yard, the height of the fence shall not exceed eight feet unless its placement meets the setback requirements for structures. Fencing material for a ten (10) foot tall fence shall be limited to vinyl-coated chain link material with no sharp or pointed projections or barbed wire strands permitted.
 - (C) Barbed wire fences zero to six feet in height are permitted in A-1 and A-2 districts for agricultural uses only.

- (D) Security fences with sharp or pointed projections or containing barbed wire strands are allowed in the A-2, I-1, I-2 and I-3 districts if placed atop a conforming fence of at least six feet in height, with total fence height not to exceed eight feet.
 - (E) Fence, electrically charged security located within the boundaries of a conforming fence are permitted in A-1, A-2, I-1, I-2 and I-3 districts for agricultural uses only.
- (3) General Requirements for Residential and Commercial Districts.
- (A) In a front yard or a street side yard, the height of a fence shall not exceed four feet, unless its placement meets the setback requirements for principal and accessory structures. Exception: ornamental iron fences located in front or street side yards may exceed four feet in height, but are limited to six feet in overall height.
 - (B) No solid fence shall be placed within a front yard or street side yard which creates a safety hazard by obstructing the clear view of pedestrians or vehicles.
 - (C) In an interior side yard or rear yard, the height of a fence, excepting vegetation fences, shall not exceed six feet. Fences in residential areas proposed to exceed six feet in height shall be reviewed on a case-by-case basis by the mayor or designee.
 - (D) Security fences with sharp or pointed projections or containing barbed wire strands may be permitted in a C-2 district when placed on top of an otherwise conforming fence, if the following conditions are met:
 - (i) The site shall not abut any residential district; and
 - (ii) The use shall comply with all requirements for conforming uses and the site development regulations in a C-2 district.
 - (E) Fence, electrically charged security may be allowed in C-2 District in accordance with Section 13.16.485, subject to the following conditions:
 - (i) The use shall comply with all requirements for conforming use and site development regulations in a C-2 District; and
 - (ii) Shall not be located within the area defined as the front yard setback, street side yard setback, or the area between a structure and the front property line or street side property line, if greater than the minimum required setback.
 - (iii) Shall not be located within the Corridor Design Overlay District (CDO).
- (4) Required Fences.
- (A) A fence shall be required where any conforming commercial or industrial use abuts a residential district. The fence shall be provided at the abutting side and rear property lines. A fence shall also be required for any open storage area in an industrial district which blocks all view of the storage area at or beyond the property line. The fence shall be provided by one of the following methods:
 - (i) A wood and/or masonry fence, at least fifty (50) percent opaque, six feet in height;
 - (ii) A vegetation fence capable of providing a substantially opaque barrier and attaining a height of six feet within three years of planting;

- (iii) A landscaped earth berm with a maximum slope of three to one vertical/horizontal, no more than six feet above the existing grade of the property line separating the zoning districts; or
 - (iv) Any combination of the described methods that achieves a cumulative height of six feet.
- (5) Maintenance. Upon placement of a fence, appropriate measures shall be taken by the fence owner to ensure continued maintenance.

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 _____, 2017.
APPROVED

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

First Consideration: 10/23/17
Second Consideration: 11/13/17
Public Hearing: 11/13/17
Third Consideration: _____

Council Communication

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

Resolution 17-244

Council Action: 11/13/2017

Description

Resolution authorizing the Mayor and City Clerk to execute an electric easement in connection with the installation of electric facilities by MidAmerican Energy Company.

Background/Discussion

MidAmerican Energy Company is planning to install new electrical facilities along Kanesville Boulevard. The installation will include two new poles, underground conduits and switch gear.

Due to the location of existing utilities already located along the corridor, MidAmerican Energy Company is proposing to install their new line to the south of the street right-of-way, near 2nd Street. The City owns the parcel within this portion of the project.

The perpetual, non-exclusive electric easement allows MidAmerican Energy Company to construct, reconstruct, operate, maintain, replace or remove electrical supply lines, underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, and other reasonably necessary equipment.

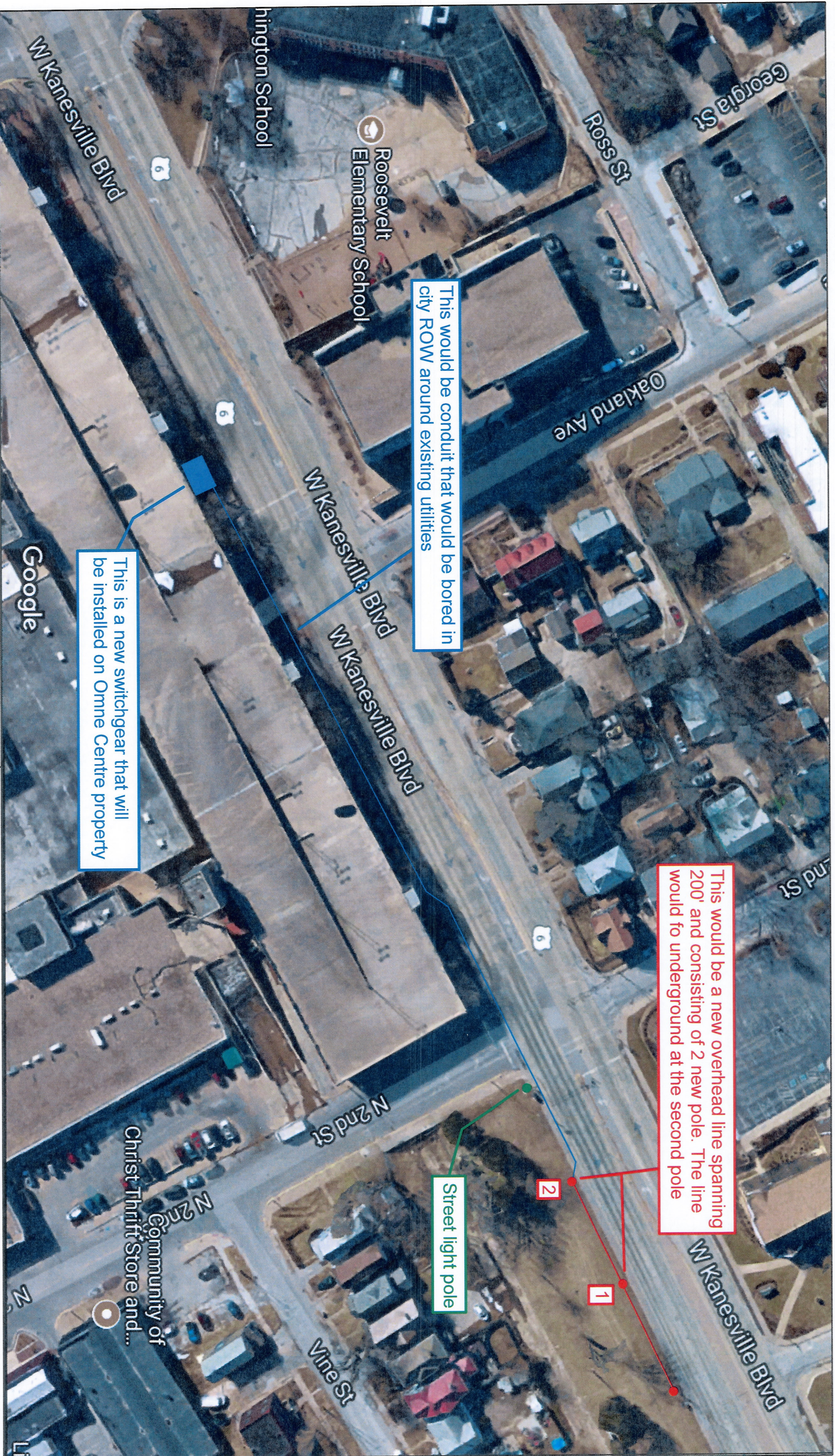
The easement is located along the south side of Kanesville Boulevard, east of 2nd Street. The easement area is the north 10 feet of Lots 8, 9, 10, 11, 12, and 13 of Thomas Elder's Addition.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	10/17/2017
GIS Parcel Aerial	Map	10/17/2017
Agreement	Agreement	11/1/2017
Resolution 17-244	Resolution	11/7/2017



This would be conduit that would be bored in city ROW around existing utilities

This is a new switchgear that will be installed on Omne Centre property

This would be a new overhead line spanning 200' and consisting of 2 new poles. The line would be underground at the second pole

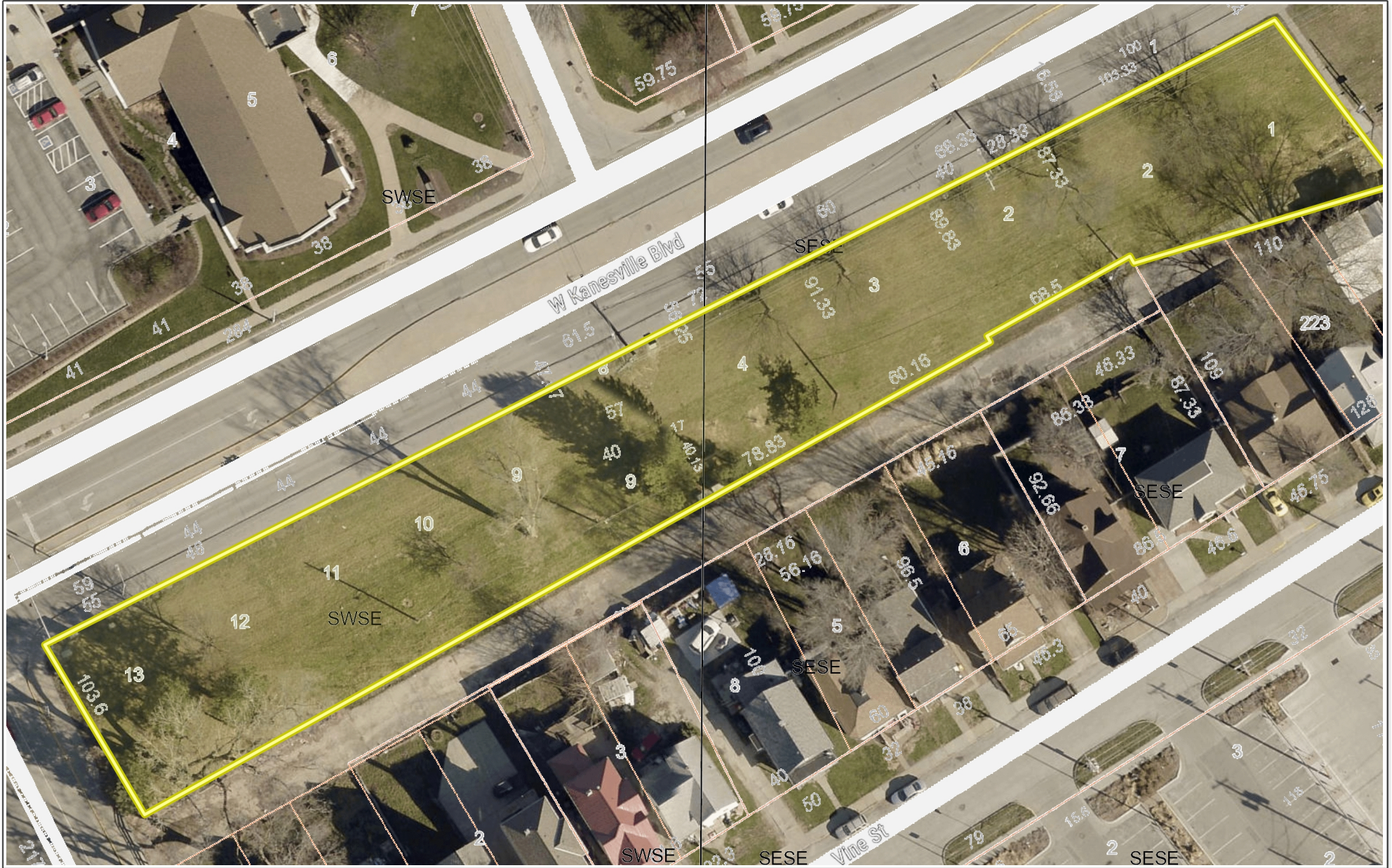
Street light pole

MidAmerican ENERGY
 CUST: 2017 UG CABLE REPLACEMENT MEC
 ADDR: W BROADWAY
 CITY: COUNCIL BLUFFS
 CREW HQ: CBSC
 DATE: 8/28/2017
 SCALE: 1 in = 133 ft
 DESIGNER: HEIDEN, CHASE A
 WMS_REV: 2643835-1

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

DISCLAIMER OF LIABILITY

Pottawattamie County Web Map



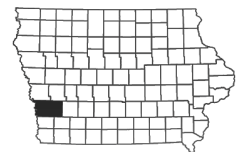
Pottawattamie County GIS
 223 S. 6th St
 Council Bluffs, IA 51501
 (712) 328-4885
 gis@pottcounty.com
 http://gis.pottcounty.com



1in = 75ft

Map Published: 10/3/2017

Pottawattamie County makes no representation or warranty as to the accuracy of this map and its information nor to its fitness for use. Any user of this map product accepts this same AS-IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further, covenants and agrees to hold Pottawattamie County harmless from any and all damage, loss, or liability arising from any use of this map.



Prepared by and return to: Kirk Maxfield 712-277-7580
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 401 Douglas Street, Sioux City, IA 51101

**MIDAMERICAN ENERGY COMPANY
OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>2017-4612</u>	State of	<u>Iowa</u>
Work Req. No.	<u>2017-2643835</u>	County of	<u>Pottawattamie</u>
Project No.	<u>D57Q2</u>	Section	<u>25</u>
		Township	<u>75</u> North
		Range	<u>44</u> West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owners(s) **CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AN IOWA MUNICIPAL CORPORATION**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove electric supply line(s), underground conduit, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires, guys, guy stubs, anchors, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground and upon, over, along, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Lots 8, 9, 10, 11, 12, & 13, Thomas Elder's Addition, City of Council Bluffs, Pottawattamie County, Iowa.

EASEMENT AREA: An underground electric easement described as follows: The North 10.00 feet of said Lots 8, 9, 10, 11, 12, & 13.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

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

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

Signed, sealed and delivered this _____ day of _____, 20_____.

City of Council Bluffs

By: _____

Typed or Printed name and title

By: _____

Typed or Printed name and title

STATE OF _____ :
: SS
COUNTY OF _____ :

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Iowa personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Pottawattamie County, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance/Resolution No. _____ of the City Council on the _____ day of _____, 20_____; and _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

(S E A L)

Notary Public

RESOLUTION
NO 17-244

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN ELECTRIC EASEMENT
IN CONNECTION WITH THE INSTALLATION OF
ELECTRIC FACILITIES
BY MIDAMERICAN ENERGY COMPANY**

WHEREAS, Mid American Energy Company wishes to acquire an overhead and underground electrical easement to install electric facilities within the city, as therein described; and

WHEREAS, Mid American Energy Company has submitted an easement for said improvements and the acquisition documents 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 November 13, 2017; and

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

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

That the Mayor and City Clerk are hereby authorized and directed to execute an overhead and underground electrical easement in connection with the installation of electric facilities by MidAmerican Energy Company.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community
Development

Case/Project No.: SAV-17-003

Resolution 17-245

Council Action: 11/13/2017

Submitted by: Christopher
Gibbons

Description

Resolution to vacate and dispose of that portion of 11th Avenue extending from the East right-of-way line of South 8th Street to the West right-of-way line of South 7th Street and abutting Blocks 12 and 13, Riddles Subdivision. (Location: next to 1105 South 8th Street)

Background/Discussion

The Community Development Department has received an application from Driver Properties, LLC, represented by Dan Driver, to vacate and dispose of the above described 11th Avenue right-of-way (see Attachment A). If vacated, the applicant intends to purchase their portion of right-of-way and construct a new parking lot and driveway for their contracting business (Driver Sewer & Water) at 1105 South 8th Street.

The subject 11th Avenue right-of-way is unimproved and measures 66 feet in width by 296 feet (m/l) in length. In early 2017, the Iowa Department of Transportation removed the former Burling Northern-Santa Fe railroad tracks from 11th Avenue as part of their rail consolidation plan associated with the Interstate 29/80 reconstruction project. The City has no plans to build a new street in the subject right-of-way.

The following exhibits show the existing conditions of the subject right-of-way and surrounding area.

Please see Exhibits A, B and C as attachments.

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

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

There are four parcels of land which abut the subject right-of-way, as follows:

North – Vacant land owned by Black Hills/Iowa Gas Utility (no address)

South – Contractor's office/shop owned by Driver Properties, LLC (1105 South 8th Street)

Contractor's shop/warehouse owned by Robert and Kay Driver (no address)

Warehouse owned by Richard & Michele Bowers Trust (1100 South 7th Street)

All abutting property owners were mailed petitions asking if they are in favor of/opposed to and/or willing to/not willing to purchase the portion of the right-of-way that abuts their property, if vacated. Responses to these petitions are summarized in Comment #10 below.

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

All abutting properties, except for one, have frontage on either South 7th Street or South 8th Street and will not be landlocked or have their access negatively impacted if the subject right-of-way is vacated.

The property owned by Mr. and Mrs. Robert Driver is centrally located in Block 13, Riddles

Subdivision and has only one road frontage that is 11th Avenue. The property is accessed from an abutting alley to the east and from South 8th Street through the applicant's property to the west. Mr. and Mrs. Driver along with Driver Properties, LLC utilize their properties together to operate Driver Sewer & Water. If the abutting 11th Avenue right-of-way is vacated this property would be landlocked, which is contrary the City's adopted policy and procedures for street right-of-way vacations. Mr. Robert Driver spoke with City staff and stated he is willing to deed his property to the applicant so that the two properties can be combined, if necessary for vacation approval.

3. *To discourage the creation and eliminate or reduce existing dead-end alleys, streets or other rights-of-way.* This request will not create a dead-end right-of-way.

4. *To reduce or eliminate hazardous and dangerous traffic conditions.* The subject right-of-way is unimproved and is not used for vehicular and/or pedestrian traffic.

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

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

- Public Works Departments stated they have utilities along South 7th and 8th Street but none located in the subject portion of 11th Avenue. Public Works also stated that any parking lot improvements must comply with current City standards and specifications.
- Council Bluffs Water Works stated they have no utilities in the subject right-of-way.
- MidAmerican Energy stated they have no objection to the right-of-way vacation.

Based on the information above, there are no utilities within this segment of 11th Avenue to the best of the City's knowledge. If vacated, an easement over said right-of-way will not be retained.

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

7. *To discourage the vacation of a portion of an existing alley, street or other right-of-way.* This request is to vacate a full 66' x 296' foot segment of 11th Avenue right-of-way between South 7th Street and South 8th Street.

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

9. *To reduce the City's maintenance liability on previously vacated right-of-way parcels from public improvement projects and various lots acquired through delinquent taxes or assessments.* Not applicable.

10. *To establish an equitable price for surplus public property.* All abutting property owners were notified about this vacation request. The following responses were received:

- Driver Properties, LLC stated they are in favor of the request and are willing to purchase their portion for the sum of \$599.25.
- Robert and Kay Driver stated they are in favor of the request and are willing to purchase their portion for the sum of \$315.46.
- Richard and Michele Bowers Trust stated they are in favor of the request and are willing to purchase their portion for the sum of \$629.40.
- No response has been received from Black Hills/Iowa Gas Utility as of the date of this report.

Note: The portion of 11th Avenue right-of-way located north of the east alley of Block 13, Riddles

Subdivision was not included in any owner petitions, as this alley is owned by the City. If the vacation is approved, the segment of right-of-way (12' x 33') abutting said alley will remain under City ownership unless the City Council approves to dispose of the right-of-way to abutting property owners located to the east and west of the alley. This would require that the purchase price of right-of-way sold Mr. and Mrs. Driver and Richard & Michele Bowers Trust be recalculated as they would be purchasing more right-of-way than what was stated in their petitions.

UPDATE: On November 1, 2017, Black Hills Energy notified the Community Development Department that they are not opposed to the vacation but are unwilling to acquire the portion of 11th Avenue right-of-way that abuts their property. City staff mailed out updated notifications and petitions to the adjacent owners asking if they are willing to acquire the north half of the right-of-way that abuts Black Hills Energy's property, as shown on the revised map (see Attachment B). The applicant stated that he and his father are willing to acquire the additional land area. No response has been received from Richard and Michele Bowers Trust to date.

The subject right-of-way shall be disposed of as follows:

Driver Properties, LLC and all successors in interest: The North ½ of the vacated 11th Avenue right-of-way abutting Lot 14, Block 12, Riddles Subdivision and the South ½ of the vacated 11th Avenue right-of-way abutting Lot 9, Block 13, Riddles Subdivision for the total sum of \$1,970.00; and

Robert L. and Kay V. Driver and all successors in interest: The North ½ of the vacated 11th Avenue right-of-way abutting Lot 7 and the vacated West north/south alley adjacent and the West ½ of the vacated East north/south alley adjacent, all in Block 12, Riddles Subdivision along with the South ½ of the vacated 11th Avenue right-of-way abutting Lot 8 and the vacated West north/south alley adjacent along with the West ½ of the East north/south alley adjacent, all in Block 13, Riddles Subdivision) for the sum of \$660.33; and

Richard and Michele Bowers Trust and all successors in interest: The North ½ of the vacated 11th Avenue right-of-way abutting Lot 6 and the East ½ of the vacated East north/south alley adjacent, all in Block 12, Riddles Subdivision along with the South ½ of the vacated 11th Avenue right-of-way abutting Lot 1 and the East ½ of the East north/south alley adjacent, all in Block 13, Riddles Subdivision) for the sum of \$2,069.00.

In the event that Richard and Michele Bowers Trust does not want to acquire the north half of the vacated right-of-way the City will notify the other abutting property owner, Mr. and Mrs. Robert Driver, and ask if they are willing to acquire it.

Recommendation

The Community Development Department recommends the following:

1. Approval of the request to vacate and dispose of that part of 11th Avenue extending from the east right-of-way line of South 8th Street to the west right-of-way line of South 7th Street and abutting Block 12 and 13 Riddle's Subdivision subject to the applicant and Mr. and Mrs. Robert Driver combining properties in order to not create a landlocked parcel and that all portions of the vacated right-of-way be acquired by the abutting property owners; and
2. Approval to dispose of the 12' x 33' section of 11th Avenue, located north of the east alley in Block 13, Riddles Subdivision, to each abutting property owner if vacated.

Public Hearing

Speakers in favor:

1. Dan Driver, 15195 220th Street, Council Bluffs, IA 51503

Speakers against: None

Planning Commission Recommendation

The Planning Commission recommends the following:

1. Approval of the request to vacate and dispose of that part of 11th Avenue extending from the east right-of-way line of South 8th Street to the west right-of-way line of South 7th Street and abutting Block 12 and 13 Riddle’s Subdivision subject to the applicant and Mr. and Mrs. Robert Driver combining properties in order to not create a landlocked parcel and that all portions of the vacated right-of-way be acquired by the abutting property owners; and
2. Approval to dispose of the 12’x 33’ section of 11th Avenue, located north of the east alley in Block 13, Riddles Subdivision, to each abutting property owner if vacated.

VOTE: AYE 6 NAY 0 ABSTAIN 0 ABSENT 5 Motion: Carried

ATTACHMENTS:

Description	Type	Upload Date
SAV-17-003 Driver Properties, LLC Attach B (11-13-17) CC	Resolution	11/3/2017
SAV-17-003 Driver Properties, LLC Attach A (10-23-17) (11-13-17) CC	Resolution	11/3/2017
SAV-17-003 Driver Properties, LLC Exhibit A, B and C (10-13-17) (11-13-17) CC	Resolution	11/3/2017
Resolution 17-245	Resolution	11/8/2017

**CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
 RIGHT-OF-WAY VACATION MAP CASE #SAV-17-003 **UPDATED NOTIFICATION****



CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION RIGHT-OF-WAY VACATION MAP CASE #SAV-17-003



Exhibit A: 2016 Aerial view of the subject alley and abutting properties facing south.



Exhibit B: View of the subject right-of-way facing east.



Exhibit C: View of the east alley in Block 13, Riddles Subdivision from the subject right-of-way.



Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 - Phone: 328-4616
Prepared by: Community Development Dept., Co. Bluffs, IA 51503 - Phone: 328-4629

RESOLUTION NO. 17-245

A RESOLUTION TO VACATE AND DISPOSE OF THAT PORTION OF 11TH AVENUE EXTENDING FROM THE EAST RIGHT-OF-WAY LINE OF SOUTH 8TH STREET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 7TH STREET AND ABUTTING BLOCKS 12 AND 13, RIDDLES SUBDIVISION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, following public hearing and having given careful study to the proposal, the City Council determines that city-owned right-of-way described as follows: 11th Avenue extending from the east right of way line of South 8th Street to the west right-of-way line of South 7th Street and abutting Blocks 12 and 13, Riddles Subdivision, City of Council Bluffs, Pottawattamie County, Iowa is of no benefit to the public and should be vacated; and

WHEREAS, the subject 11th Avenue right-of-way measures 66' x 296' more or less and is unimproved with no known utilities located within in it; and

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

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

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

Driver Properties, LLC and all successors in interest: The North ½ of the vacated 11th Avenue right-of-way abutting Lot 14, Block 12, Riddles Subdivision and the South ½ of the vacated 11th Avenue right-of-way abutting Lot 9, Block 13, Riddles Subdivision for the total sum of \$1,970.00; and

Robert L. and Kay V. Driver and all successors in interest: The North ½ of the vacated 11th Avenue right-of-way abutting Lot 7 and the vacated West north/south alley adjacent and the West ½ of the vacated East north/south alley adjacent, all in Block 12, Riddles Subdivision along with the South ½ of the vacated 11th Avenue right-of-way abutting Lot 8 and the vacated West north/south alley adjacent along with the West ½ of the East north/south alley adjacent, all in Block 13, Riddles Subdivision) for the sum of \$660.33; and

Richard and Michele Bowers Trust and all successors in interest: The North ½ of the vacated 11th Avenue right-of-way abutting Lot 6 and the East ½ of the vacated East north/south alley adjacent, all in Block 12, Riddles Subdivision along with the South ½ of the vacated 11th Avenue right-of-way abutting Lot 1 and the East ½ of the East north/south alley adjacent, all in Block 13, Riddles Subdivision) for the sum of \$2,069.00.

BE IT FURTHER RESOLVED

The conveyance of said right-of-way is subject to the following conditions:

1. The applicant, Driver Properties, LLC and the abutting property owners, Mr. and Mrs. Robert Driver, shall combine their properties in order to prevent Lot 8, Block 13, Riddles Subdivision from becoming a landlocked; and
2. All portions of said 11th Avenue right-of-way shall be disposed of to an abutting property owner within 90 days of City Council approval otherwise the request shall become null and void.

BE IT FURTHER RESOLVED

That the Mayor and the City Clerk be and are hereby authorized, empowered and directed to execute a City deed conveying the City's interest in the above-described right-of-way; and

BE IT FURTHER RESOLVED

That the City Clerk is directed to deliver this resolution and attached documents to the County Recorder according to Iowa Code 354.23.

ADOPTED
AND
APPROVED:

November 13, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

STATE OF IOWA)
COUNTY OF _____)ss
POTTAWATTAMIE)

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

Notary Public in and for said State

Council Communication

Department: Community

Development

Case/Project No.:

Submitted by: Brenda Carrico

Resolution 17-246

Council Action: 11/13/2017

Description

Resolution authorizing disposal of City property legally described as Lots 1 thru 16, Block 12 and all vacated alley adjacent, Bryant and Clark's Subdivision. (Location: 110 South 28th Street - 28th Street and 2nd Avenue)

Background/Discussion

In August 2013, the City acquired 110 South 28th Street (28th Street and 2nd Avenue). This property consisted of a vacant industrial facility and is approximately 2.5 acres in size. Demolition of the structure occurred in November 2014. In November 2015, City Council approved the form and content of a RFP for the disposition of the property and in February 2016 approved the sale of the property to Brinshore Development, LLC for the construction of a multi-family senior housing project. Brinshore applied to the Iowa Finance Authority (IFA) in November 2016 for Low-Income Housing Tax Credits (LIHTC) and was not funded. They intend to apply again in November 2017 for the same project. Each year, IFA issues new rules and funding preferences for their allocation of LIHTC through a document called the Qualified Allocation Plan (QAP). This year's QAP has some distinct differences from previous years, including the omission of additional funding points for any type of local government contributions (land or cash). However, they will award additional points if the land or cash is available to the project directly from a certified local housing trust fund, which Council Bluffs has.

In order to maximize the project's points and increase the probability of award, Brinshore and the Community Development Department wish to collaborate with the Council Bluffs Housing Trust Fund (CBHTF). This will involve the transfer of the property at 110 South 28th Street to CBHTF who will ultimately transfer it to the project developer upon award of LIHTC from IFA.

The City, CBHTF and Brinshore will clearly delineate all roles, responsibilities and restrictions for the development of the property through the mortgage, promissory note and option agreements, which are attached for your review.

Recommendation

The Community Development Department recommends disposal of the property legally described as Lots 1 thru 16, Block 12, and all vacated alley adjacent, Bryant and Clark's Subdivision to the Council Bluffs Housing Trust Fund for \$315,000, per the terms of a mortgage, promissory note and option agreements detailing the conditions of the purchase.

ATTACHMENTS:

Description	Type	Upload Date
110 S 28th St Option Agreement CBHTF & CITY (11-13-17) CC	Resolution	11/3/2017
110 S 28th St CBHTF City Deed (11-13-17) CC.	Resolution	11/3/2017
110 S 28th St CHICAGO-#203485-v2-Option_A_greement_--_CBHTF_to_WBSV_LLC (11-13-17) CC	Resolution	11/3/2017

110 S 28th St Map (11-13-17) CC	Resolution	11/3/2017
110 S 28th St CHICAGO-#203486-v2-Mortgage (11-13-17) CC	Resolution	11/3/2017
110 S 28th St CHICAGO-#203487-v3-Deferred_Promissory_Note (11-13-17) CC	Resolution	11/3/2017
Resolution 17-246	Resolution	11/8/2017

OPTION AGREEMENT
(West Broadway Village)

THIS OPTION AGREEMENT (this “**Agreement**”) is entered into as of _____, 2017 (the “**Effective Date**”), by and between the Council Bluffs Housing Trust Fund, Inc, an Iowa Corporation,%Jack Ruesch, 25 Main Place, Suite 200, Council Bluffs, Iowa 51503 (the “**Seller**”), and City of Council Bluffs, Iowa with an address of 209 Pearl Street, Council Bluffs, Iowa, 51503 (the “**Buyer**”).

RECITALS

A. Seller is the owner of fee simple title to an approximately 2.54 acres vacant parcel of real estate located at 110 S. 28th Street, in Council Bluffs, Iowa bearing Parcel Identification No. 754434129003 and legally described as “Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 12, Bryant and Clark’s Subdivision, including all vacated alley adjacent in Council Bluffs, Pottawattamie County, Iowa” (the “**Option Property**”).

B. Seller wishes to grant to Buyer and Buyer wishes to obtain an option to purchase the Option Property on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby enter into this Agreement, the terms of which follow:

ARTICLE I

THE LIMITED OPTION

1.1 **Grant of Option.** Seller hereby grants to Buyer the exclusive right and option (the “**Option**”) to purchase all of Seller’s right, title, and interest in and to the Option Property on the terms and conditions set forth herein; however, it is LIMITED BY the terms and conditions of an existing and outstanding option given by Seller to WBSV, LLC (the First Option), a copy of which is provided to Buyer with this agreement. Buyer may exercise the Option only if the First Option has not been exercised and has terminated by its terms and conditions and by delivery to Seller of written notice (the “**Option Notice**”) on or before 5:00 p.m. Central Standard Time (C.S.T) on December 31, 2018 (the “**Option Notice Date**”). If Buyer fails to timely give the Option Notice on or before the Option Notice Date the Option shall expire. If Buyer timely gives the Option Notice by the Option Notice Date, then, subject to the terms and provisions hereof, Seller shall be obligated to sell the Option Property to Buyer and Buyer shall be obligated to purchase the Option Property from Seller on the terms and conditions set forth herein and the closing of the purchase of the Option Property (the “**Closing**”) shall take place on the date (the “**Closing Date**”) and at the time designated by Buyer in the Option Notice (which shall be reasonably acceptable to Seller and shall not be later than January 11, 2019. Seller shall deliver possession of the Option Property on the Closing Date in accordance with the terms of this Agreement. In the event the option agreement between the Seller and WBSV LLC is exercised, Buyer agrees to reimburse Seller for all title fees and premiums, real estate taxes and prorations and other expenses incurred by Seller under the terms of said option agreement.

1.2 **Option Payment.** As consideration for the Option, Buyer paid \$10.00 on the Effective Date to Seller as a nonrefundable payment subject to only to the contingencies contained herein (the “**Option Payment**”). The Option Payment is only refundable in whole if Buyer terminates this Agreement before the

expiration of the Due Diligence Period (as hereinafter defined) or if Seller fails to convey the Option Property to Buyer on the Closing Date in accordance with this Agreement.

1.3 Purchase Price. If the Option is exercised, subject to the prorations and credits hereinafter provided, the Purchase Price for the Option Property shall be \$10.00. The Option Payment shall be applied to the Purchase Price at Closing.

1.4 Re-conveyance. In their complete discretion and at any time, Seller may re-convey the property to the Buyer and Buyer shall accept said re-conveyance.

ARTICLE II

CLOSING

2.1 Closing. If the Option is exercised, the Closing shall take place on the Closing Date at the offices of Title Company (as defined below) or such other location mutually agreeable to Buyer and Seller. At the Closing, Seller shall convey the Option Property to Buyer by warranty deed. Buyer shall deliver the Purchase Price to Seller at the Closing.

2.2 Seller's Deliveries. At the Closing, Buyer shall receive all of the following, to be in form and substance reasonably satisfactory to Buyer, and where the delivery requires execution by Seller, to be duly executed, attested, and, where necessary, acknowledged by Seller:

- (a) a warranty deed executed by Seller for the Option Property subject only to the Permitted Exceptions (as defined below);
- (b) a closing statement executed by Seller setting forth all prorations and credits;

2.3 Buyer's Deliveries. At the Closing, Seller shall receive all of the following, in form and substance reasonably satisfactory to Seller and where the delivery requires execution by Buyer, to be duly executed, attested, and, where necessary, acknowledged by Buyer:

- (a) The Purchase Price, less the Option Payment and subject to Buyer's share of closing costs and prorations pursuant to the terms of this Agreement.
- (b) such other documents and instruments and other deliveries as are customary for delivery by buyers in similar transactions.

ARTICLE III

REAL ESTATE TAXES

If the Option is exercised, Buyer shall be obligated to assume all real estate taxes and reimburse Seller for all real estate taxes paid on the property during Seller's ownership.

ARTICLE IV

EXPENSES

4.1 Seller's Expenses. If the Closing shall occur, Seller shall not pay any closing costs associated with the sale.

4.2 Buyer's Expenses. If the Closing shall occur, Buyer shall pay all closing costs.

ARTICLE V

SURVEY AND TITLE INSURANCE

5.1 Title Review Period. This provision is not applicable to Buyer's purchase of the property.

5.2 Title Policy. At closing, Buyer may choose at its expense to have a title policy and lien search.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller. To induce Buyer to execute and deliver this Agreement, and to close the transaction contemplated herein if Buyer exercises the Option, Seller represents and warrants to Buyer as of the Effective Date as follows:

A. Authority. Seller represents to Buyer that it is duly incorporated, validly existing and qualified and empowered to conduct its business and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Neither the execution and delivery of this Agreement nor its performance by Seller will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Seller is a party or by which it is bound. The individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

B. No Eminent Domain. Seller has not received written notice of any pending or threatened condemnation or eminent domain proceedings relating to the Option Property.

C. No Litigation. Seller has not received written notice of any pending or threatened action, suit or proceeding before any court or governmental agency or body relating to the Option Property or that would restrain the consummation of the transactions contemplated by this Agreement or would declare illegal, invalid or non-binding any of Seller's obligations or covenants to Buyer. Seller has not received any written notice of pending foreclosure or enforcement actions relating to the Option Property.

D. Real Estate Taxes. To Seller's knowledge, no new special assessments are contemplated or threatened against the Option Property.

E. Environmental. Seller has not received any written notice of any violations of any environmental laws, regulations, or guidelines by the condition of the Option Property. To Seller's knowledge, no underground storage tanks exist at the Option Property and the Option Property has not been used for the storage, disposal, or manufacturing of hazardous wastes or materials.

F. Code Violations. Except as disclosed to Buyer in writing prior to the Effective Date, Seller has not received written notice that there are any local, state, or federal code violations, notices or actions pending that are related to the Option Property.

Seller shall be deemed to have remade the representations and warranties as of the Closing Date, the truth and accuracy of the same as of the Closing Date shall be a condition precedent to Purchaser's obligation to proceed with the Closing, and the same shall survive Closing and not merge with the deed for a period of six (6) months.

6.2 Covenants of Seller. From and after the Effective Date until first to occur of the Closing Date or termination of this Agreement, Seller covenants as follows:

A. Access. During the Due Diligence Period, Seller shall allow Buyer to come onto the Option Property for purposes of surveying, and conducting environmental, architectural and engineering studies, appraisal and similar purposes, either itself or through its agents and contractors, provided that (i) Buyer returns the Option Property to the condition prior to same and (ii) Buyer furnishes Seller with a certificate of insurance insuring Seller against all loss by reasons of matters set forth in the following sentence. Buyer hereby agrees to pay, protect, defend, indemnify and save Seller harmless against all liabilities, obligations, claims (including mechanic's lien claims), damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) imposed upon, incurred by or asserted against Seller in connection with or arising out of the entry by Buyer or its agents or representatives upon the Option Property, either prior to or after the Effective Date. Upon entry onto the Option Property, Buyer shall have the right to conduct on-site investigations and collect information as to the condition of the Option Property. Buyer shall have the right to inspect and copy the books and records of Seller as pertains to the operation, maintenance and repair of the Option Property, provided that Buyer shall notify Seller one (1) business day in advance that it desires to inspect and copy such books and records, that Buyer shall conduct such inspection and copying at a time designated by Seller at Seller's offices and that Buyer shall use commercially reasonable efforts not to interfere with Seller's operations. Seller agrees to cooperate with Buyer in making available to Buyer such records and other information in the possession of Seller as is reasonably necessary or desirable by Buyer in conducting Buyer's due diligence for ascertaining the feasibility of Buyer's proposed use of the Option Property. After the expiration of the Due Diligence Period, Buyer may enter the Option Property only after two (2) business days' prior notice to Seller and any such entry shall be subject to the other terms and conditions in this

paragraph. The indemnification set forth in this paragraph shall survive the Closing or earlier termination of this Agreement.

B. Condemnation. Upon Seller's receipt of written notice thereof, Seller shall promptly notify Buyer of any condemnation or eminent domain proceedings pending or threatened against the Option Property. If any such condemnation or eminent domain proceeding, in Buyer's reasonable business judgment, impairs Buyer's ability to develop the Option Property for affordable apartments, Buyer shall have the right to terminate this Agreement within ten (10) days after Buyer's receipt of such notice and receive a refund of the Option Payment made by Buyer hereunder, in which event neither party shall have any further obligations hereunder except the Surviving Obligations. If Buyer is entitled to terminate this Agreement in accordance with the forgoing sentence but elects not to terminate this Agreement, Buyer and Seller shall proceed to close this transaction and Seller shall assign to Buyer at Closing all proceeds paid or payable as a result of such condemnation or eminent domain proceedings.

C. Environmental. Seller shall notify Buyer of any written notice of adverse environmental matters received by Seller.

D. Code Violations. Seller shall advise Buyer of any written notice of any local, state, or federal code violations, notices or actions received by Seller.

E. Exclusivity and Prohibited Transfers. Seller will not solicit, negotiate, nor accept any other options, contracts of sale, purchase options, articles of agreement or the like for conveyance of any of Seller's interest in the Option Property. Seller shall not lease, mortgage, pledge, encumber, or assign any interest in the Option Property unless the same expire prior to Closing or are repaid at or prior to Closing, as applicable, and unless Seller provides Buyer with written notice and a copy of documentation evidencing said encumbrance.

F. Possession. Seller shall deliver possession of the Option Property to Buyer on the Closing Date, free of any claims to rights of possession and subject only to Permitted Exceptions.

6.3 Representations and Warranties of Buyer. To induce Seller to execute and deliver this Agreement, and to close the transaction contemplated herein if Buyer exercises the Option, Buyer represents, warrants and covenants to Seller as of the date of this Agreement as follows:

A. Good Standing. Buyer represents to Seller that it is duly organized, validly existing and qualified and empowered to conduct its business and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Neither the execution and delivery of this Agreement nor its performance by Buyer will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Buyer is a party or by which it is bound.

B. Authority. The individual executing this Agreement and the instruments referenced herein on behalf of Buyer has the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

C. No Litigation. Buyer has not received written notice of any threatened litigation, which if determined adversely would restrain the consummation of the transactions contemplated by this Agreement or would declare illegal, invalid or non-binding any of Buyer's obligations or covenants to Seller.

Buyer shall be deemed to have remade the representations and warranties as of the Closing Date, the truth and accuracy of the same as of the Closing Date shall be a condition precedent to Seller's obligation to proceed with the Closing, and the same shall survive Closing and not merge with the deed for a period of six (6) months.

ARTICLE VII

ZONING AND LAND USE

At Buyer's sole cost, Seller agrees to reasonably cooperate in the rezoning of the Option Property if necessary.

ARTICLE VIII

FINANCING AND APPROVALS

Not applicable to this transaction.

ARTICLE IX

ENVIRONMENTAL

Not applicable to this transaction.

ARTICLE X

MISCELLANEOUS

10.1 Waiver. Each party hereto may, at any time or times, at its election, waive any of the conditions to its obligations hereunder by a written waiver expressly detailing the extent of such waiver (and no other waiver or alleged waiver by such party shall be effective for any purpose). No such waiver shall reduce the rights or remedies of such party by reason of any breach by the other party or parties of any of its or their obligations hereunder.

10.2 Brokers. Each of the parties hereto represents and warrants to each other that it has not dealt with any broker or finder in connection with the transactions described herein, and that it has not caused any commissions or fees to be paid in connection herewith. Each of the parties hereto shall indemnify and hold harmless the other party as a result of a breach by it of each representation and warranty it makes hereunder.

10.3 No Third Party Benefits. This Agreement is made for the sole benefit of Buyer and Seller and their respective successors, and, as to Buyer, its nominee and assigns, and no other person or persons shall have any right or remedy or other legal interest of any kind under or by reason of this Agreement.

10.4 Integration; Interpretation. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by Buyer and Seller.

10.5 Notices. All notices and other communications which either party is required or desires to send to the other shall be in writing and shall be sent by personal delivery or courier (such as Federal Express), registered or certified mail, postage prepaid, return receipt requested. Notices and other communications shall be deemed to have been given on actual receipt or refusal. Notices shall be sent to the addresses set forth below:

Buyer:
City of Council Bluffs, Iowa
209 Pearl Street
Council Bluffs, Iowa 51503
Attn: Director, Community Development Department

Seller:

Council Bluffs Housing Trust Fund Inc
%Jack Ruesch
25 Main Place
Suite 200
Council Bluffs, Iowa, 51503

10.6 Attorneys' Fees. In the event either party institutes legal proceedings to enforce its rights hereunder, the prevailing party in such litigation shall be paid all reasonable expenses of the litigation by the losing party, including its reasonable attorneys' fees.

10.7 Memorandum. Upon execution of this Agreement, Buyer shall have the right to record, at Buyer's expense, a memorandum of this Agreement (a "**Memorandum**") in the real estate records of the County in which the Option Property is located. If a Memorandum is recorded, Buyer and Seller shall execute a termination of this Agreement in recordable form upon the Closing and conveyance of the Option Property to Buyer and the Purchase Price to Seller. In any event in which Buyer is permitted to terminate this Agreement or if Buyer notifies Seller that it is not electing to exercise the Option, such notice shall include a recordable release of any Memorandum, properly executed and notarized by Buyer, and such termination will not be effective unless Buyer has delivered to Seller such release.

10.8 Buyer's Nominees. Not applicable to this transaction.

10.9 Seller's Remedies. Notwithstanding anything to the contrary contained in this Agreement, if Buyer defaults under this Agreement, the Option Payment shall be forfeited to Seller as liquidated damages, which shall be Seller's sole and exclusive remedy at law or equity against Buyer (plus Seller may recover attorneys' fees as provided herein), and neither party shall have any rights or obligations under this Agreement other than the Surviving Obligations. Seller and Buyer acknowledge and agree that (1) the Option Payment is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Option Property from sale and the failure of Closing to occur due to a default of Buyer under this Agreement; (2) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Agreement would be extremely difficult and impractical to determine; (3) Buyer seeks to limit its liability under this Agreement to the amount of the Option Payment in the event this Agreement is terminated and the transaction contemplated by this Agreement does not close due to a default of Buyer under this Agreement; and (4) the Option Payment shall be and constitute valid liquidated damages and not a penalty.

10.10 Buyer's Remedies. Except as expressly set forth elsewhere herein, if Seller defaults under this Agreement, at Buyer's option, Buyer may elect as its sole remedy to either (i) terminate this Agreement, in which case the Option Payment shall be returned to Buyer and this Agreement shall, without further action of the parties, become null and void and neither party shall have any rights or obligations under this Agreement other than the Surviving Obligations, or (ii) sue Seller for specific performance of the sale of the Option Property in accordance with the terms of this Agreement.

10.11 Time of Essence. Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

10.12 Governing Law. This Agreement shall be governed and interpreted in accordance with the internal laws of the State of Iowa.

10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Each party (i) has agreed to permit the use, from time to time, of telecopied or electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its telecopied or electronic signature, (iii) is aware that the other will rely on the telecopied or electronic signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term "telecopied signature" shall include any signature sent via facsimile or via email in portable document format (".pdf").

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

SELLER: **Council Bluffs Housing Trust Fund, Inc**
By: _____
Its _____

BUYER: **CITY OF COUNCIL BLUFFS, IOWA**
By: _____
Matthew J. Walsh, Mayor

Prepared by/Return to: A.W Tauke, 310 W. Kanesville Blvd, Council Bluffs, IA 51503, Phone: (712) 322-4033
Tax Statement: Council Bluffs Housing Trust Fund, Inc, 25 Main Place, Suite 200, Council Bluffs, IA 51503

City Deed

For the consideration of One Dollar and other valuable consideration, the City of Council Bluffs, Iowa, a municipal corporation in the County of Pottawattamie and the State of Iowa, by its Mayor thereunto duly authorized as hereinafter set forth, does hereby release, demise, convey and quitclaim unto Council Bluffs Housing Trust Fund, Inc, an Iowa Corporation, all of its right, title and interest in and to the following described real estate in Pottawattamie County, Iowa:

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15, and 16, Block 12, Bryant and Clark's Subdivision, including all vacated alley adjacent in Council Bluffs, Pottawattamie County, Iowa

Exemption No. 6 – City Deed

In witness whereof the City of Council Bluffs, Iowa has caused these presents to be signed by its Mayor and its City Clerk duly attested hereunto affixed this ____ day of November 2017.

By _____
Matthew J. Walsh, Mayor (Grantor)

By _____
Jodi Quakenbush, City Clerk (Grantor)

STATE OF POTTAWATTAMIE, COUNTY OF IOWA

On this ____ day of November, 2017, before me, a Notary Public in and for the State of Iowa, personally appeared Matthew J. Walsh and Jodi Quakenbush, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a municipal corporation; and that the instrument was signed on behalf of the City of Council Bluffs by authority of its City Council, as contained in Resolution No. _____ adopted and approved by the City Council on _____ and that Matthew J. Walsh and Jodi Quakenbush acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City of Council Bluffs, by it voluntarily executed.

Notary Public

OPTION AGREEMENT
(West Broadway Village)

THIS OPTION AGREEMENT (this “**Agreement**”) is entered into as of _____, 2017 (the “**Effective Date**”), by and between the Council Bluffs Housing Trust Fund, Inc., an Iowa corporation, with an address c/o Jack Ruesch, 25 Main Place, Suite 200, Council Bluffs, Iowa 51503 (the “**Seller**”), and WBSV, LLC, an Iowa limited liability company, with an address at 666 Dundee Road, Suite 1102, Northbrook, Illinois (together with its nominee or assignee, the “**Buyer**”).

RECITALS

A. Seller is the owner of fee simple title to an approximately 2.54 acre vacant parcel of real estate located at 110 S. 28th Street, in Council Bluffs, Iowa bearing Parcel Identification No. 754434129003 and legally described as “Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 12, Bryant and Clark’s Subdivision, including all vacated alley adjacent in Council Bluffs, Pottawattamie County, Iowa” (the “**Option Property**”).

B. Seller wishes to grant to Buyer and Buyer wishes to obtain an option to purchase the Option Property on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby enter into this Agreement, the terms of which follow:

ARTICLE I

THE OPTION

1.1 **Grant of Option.** Seller hereby grants to Buyer the exclusive right and option (the “**Option**”) to purchase all of Seller’s right, title, and interest in and to the Option Property on the terms and conditions set forth herein. Buyer may exercise the Option by delivery to Seller of written notice (the “**Option Notice**”) on or before 5:00 p.m. Central Standard Time (C.S.T) on December 14, 2018 (the “**Option Notice Date**”). If Buyer fails to timely give the Option Notice on or before the Option Notice Date the Option shall expire. If Buyer timely gives the Option Notice by the Option Notice Date, then, subject to the terms and provisions hereof, Seller shall be obligated to sell the Option Property to Buyer and Buyer shall be obligated to purchase the Option Property from Seller on the terms and conditions set forth herein and the closing of the purchase of the Option Property (the “**Closing**”) shall take place on the date (the “**Closing Date**”) and at the time designated by Buyer in the Option Notice (which shall be reasonably acceptable to Seller and shall not be later than January 11, 2019. Seller shall deliver possession of the Option Property on the Closing Date in accordance with the terms of this Agreement.

1.2 **Option Payment.** As consideration for the Option, Buyer paid \$1,000 on the Effective Date to Seller as a nonrefundable payment subject to only to the contingencies contained herein (the “**Option Payment**”). The Option Payment is only refundable in whole if Buyer terminates this Agreement before the expiration of the Due Diligence Period (as hereinafter defined) or if Seller fails to convey the Option Property to Buyer on the Closing Date in accordance with this Agreement.

1.3 **Purchase Price.** If the Option is exercised, subject to the prorations and credits hereinafter provided, the Purchase Price for the Option Property shall be \$1,000.00 along with the

Buyer's assumption of a certain Deferred Promissory Note and the Buyer taking title to the Option Property subject to a certain Mortgage, copies of which are both attached hereto as Exhibit A and incorporated herein by reference. The Option Payment shall be applied to the Purchase Price at Closing.

ARTICLE II

CLOSING

2.1 Closing. If the Option is exercised, the Closing shall take place on the Closing Date at the offices of Title Company (as defined below) or such other location mutually agreeable to Buyer and Seller. At the Closing, Seller shall convey the Option Property to Buyer by warranty deed. Buyer shall deliver the Purchase Price to Seller at the Closing by wire transfer of immediately available funds, less the Option Payment, and subject to any prorations and credits hereinafter provided.

2.2 Seller's Deliveries. At the Closing, Buyer shall receive all of the following, to be in form and substance reasonably satisfactory to Buyer, and where the delivery requires execution by Seller, to be duly executed, attested, and, where necessary, acknowledged by Seller:

- (a) a warranty deed executed by Seller for the Option Property subject only to the Permitted Exceptions (as defined below);
- (b) a closing statement executed by Seller setting forth all prorations and credits;
- (c) ALTA or Gap Undertakings as required for the closing by the title company selected by Buyer (the "**Title Company**") executed by Seller, for issuance of the Title Policy (as defined below) concurrently with Buyer's deposit of the items in Section 2.3;
- (d) a Certificate of Non-Foreign Status;
- (e) an assignment and assumption of the Deferred Promissory Note; and
- (f) such other documents and instruments and other deliveries as are customary for delivery by sellers in similar transactions.

2.3 Buyer's Deliveries. At the Closing, Seller shall receive all of the following, in form and substance reasonably satisfactory to Seller and where the delivery requires execution by Buyer, to be duly executed, attested, and, where necessary, acknowledged by Buyer:

- (a) The Purchase Price, less the Option Payment, and subject to Buyer's share of closing costs and prorations pursuant to the terms of this Agreement.
- (b) Good standing certificates, resolutions, and other materials evidencing Buyer's authority to enter into and consummate this transaction as may be reasonably required by Seller and/or the Title Company;
- (c) ALTA or Gap Undertakings as required for the closing by the Title Company executed by Buyer for issuance of the Title Policy;

- (d) an assumption and assumption of the Deferred Promissory Note; and
- (e) such other documents and instruments and other deliveries as are customary for delivery by buyers in similar transactions.

ARTICLE III

PRORATIONS

If the Option is exercised, prorations and credits shall be determined as of the Closing Date for all real estate taxes and utilities, if any, for the Option Property and shall not be subject to reparation. For the Option Property, the real estate taxes and installments of special assessments to be prorated are those accruing for the year in which the Closing occurs (the "**Closing Year**"), and any previous years, with Seller responsible for the portion of the Closing Year prior to the Closing Date, and any previous years, and Buyer responsible for the portion of the Closing Year from and after the Closing Date. For the Option Property, if any real estate taxes shall not be fixed or paid by the Closing Date, an estimate shall be made thereof based on 105% of the most recent bills therefor, which shall not be subject to reparation.

ARTICLE IV

EXPENSES

4.1 Seller's Expenses. If the Closing shall occur, Seller shall pay, with regard to the Option Property, (a) all state, county and local transfer taxes payable in connection with the delivery of the deed, (b) one-half of the premium for the Title Policy (hereinafter defined), (c) all of the expenses of any endorsements necessary to deliver title subject only to the Permitted Exceptions, but no other endorsements, (d) one-half of the escrow closing fees, (e) Seller's own legal fees, and (f) the cost of recording any documents necessary to deliver title subject only to the Permitted Exceptions other than the deed to the Option Property.

4.2 Buyer's Expenses. If the Closing shall occur, Buyer shall pay, with regard to the Option Property, (a) the cost of any search and exam fees charged by the Title Company and any endorsements to the Title Policy other than those described in Section 4.1, including, without limitation, all endorsements to any lender's title insurance policy obtained by any lender of Buyer, (b) the cost for recording the deed and any other financing documents for the Option Property, (c) one-half of the escrow closing fees, and (d) Buyer's own legal fees and due diligence expenses.

ARTICLE V

SURVEY AND TITLE INSURANCE

5.1 Title Review Period. If Buyer exercises the Option, Buyer shall obtain a title commitment covering the Option Property (the "**Title Commitment**") and all documents of record referred to in the Title Commitment from the Title Company. At its own expense, Buyer shall obtain an ALTA survey of the Option Property (the "**Survey**"). Buyer shall notify Seller not less than fifteen (15) days prior to expiration

of the Due Diligence Period (the “**Title/Survey Review Deadline**”) of any defects to title. Any matters disclosed by the Title Commitment or Survey that are not objected to by Buyer in writing prior to the Title/Survey Review Deadline shall be deemed approved and shall constitute Permitted Exceptions. If Seller fails to have each exception to which Buyer objects prior to the expiration of the Title/Survey Review Deadline removed or corrected or to have the Title Company commit to insure over such defects not less than three (3) business days prior to the expiration of the Due Diligence Period, Buyer may prior to the expiration of the Due Diligence Period elect, as its sole and exclusive remedy, to (a) either terminate this Agreement and receive from Seller the full Option Payment, whereupon this Agreement shall be null and void and neither party shall have any further obligations hereunder, except those obligations that expressly survive the Closing or earlier termination of this Agreement (collectively the “**Surviving Obligations**”), or (b) elect to accept title to the Option Property subject to such objectionable exception(s) with no reduction in the Purchase Price, whereupon such objectionable exception(s) shall be deemed to have been approved by Buyer and shall be deemed to constitute Permitted Exceptions. If Buyer fails to make either such election, Buyer shall be deemed to have elected (b) and such objectionable exception(s) shall be deemed to have been approved by Seller and shall be deemed to constitute a Permitted Exception.

5.2 Title Policy. At the Closing, Seller shall cause to be delivered to Buyer an ALTA Form (2006) Owner's Title Insurance Policy (the “**Title Policy**”), issued by the Title Company dated the Closing Date, naming Buyer as the insured, with a liability amount equal to the Purchase Price, showing Buyer to be the owner in fee simple of the Option Property, subject to only (i) those covenants, conditions, restrictions and other exceptions to title which are approved or deemed approved by Buyer; (ii) the lien of general real estate taxes which are not yet due or payable; and (iii) any title exceptions arising by reason of acts of Buyer (collectively the “**Permitted Exceptions**”). The Title Policy shall include extended coverage over the standard exceptions. Prior to Closing, Buyer shall obtain a “pro-forma” title policy showing all exceptions to title which will be included in the Title Policy to be delivered at Closing. If Buyer objects to any defects disclosed on the “pro-forma” Title Policy that were not disclosed by the Title Commitment or Survey and are not otherwise Permitted Exceptions (the “**Defects**”), Buyer shall provide written notice to Seller of any such Defects not less than ten (10) business days prior to Closing. Seller shall cause such Defects to be removed or insured over by the Title Company at Seller's expense, unless such title defects are the result of Buyer's own actions. If Seller fails to cure, remove, or insure over any Defects prior to or at the Closing, Buyer may terminate this Agreement and pursue all remedies at law or in equity.

ARTICLE VI

REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Representations and Warranties of Seller. To induce Buyer to execute and deliver this Agreement, and to close the transaction contemplated herein if Buyer exercises the Option, Seller represents and warrants to Buyer as of the Effective Date as follows:

A. Authority. Seller represents to Buyer that it is duly incorporated, validly existing and qualified and empowered to conduct its business and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Neither the execution and delivery of this Agreement nor its performance by Seller will conflict with or result in the breach of any contract, agreement, law, rule or regulation to

which Seller is a party or by which it is bound. The individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof.

B. No Eminent Domain. Seller has not received written notice of any pending or threatened condemnation or eminent domain proceedings relating to the Option Property.

C. No Litigation. Seller has not received written notice of any pending or threatened action, suit or proceeding before any court or governmental agency or body relating to the Option Property or that would restrain the consummation of the transactions contemplated by this Agreement or would declare illegal, invalid or non-binding any of Seller's obligations or covenants to Buyer. Seller has not received any written notice of pending foreclosure or enforcement actions relating to the Option Property.

D. Real Estate Taxes. To Seller's knowledge, no new special assessments are contemplated or threatened against the Option Property.

E. Environmental. Seller has not received any written notice of any violations of any environmental laws, regulations, or guidelines by the condition of the Option Property. To Seller's knowledge, no underground storage tanks exist at the Option Property and the Option Property has not been used for the storage, disposal, or manufacturing of hazardous wastes or materials.

F. Code Violations. Except as disclosed to Buyer in writing prior to the Effective Date, Seller has not received written notice that there are any local, state, or federal code violations, notices or actions pending that are related to the Option Property.

Seller shall be deemed to have remade the representations and warranties as of the Closing Date, the truth and accuracy of the same as of the Closing Date shall be a condition precedent to Purchaser's obligation to proceed with the Closing, and the same shall survive Closing and not merge with the deed for a period of six (6) months.

6.2 Covenants of Seller. From and after the Effective Date until first to occur of the Closing Date or termination of this Agreement, Seller covenants as follows:

A. Access. During the Due Diligence Period, Seller shall allow Buyer to come onto the Option Property for purposes of surveying, and conducting environmental, architectural and engineering studies, appraisal and similar purposes, either itself or through its agents and contractors, provided that (i) Buyer returns the Option Property to the condition prior to same and (ii) Buyer furnishes Seller with a certificate of insurance insuring Seller against all loss by reasons of matters set forth in the following sentence. Buyer hereby agrees to pay, protect, defend, indemnify and save Seller harmless against all liabilities, obligations, claims (including mechanic's lien claims), damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) imposed upon, incurred by or asserted against Seller in

connection with or arising out of the entry by Buyer or its agents or representatives upon the Option Property, either prior to or after the Effective Date. Upon entry onto the Option Property, Buyer shall have the right to conduct on-site investigations and collect information as to the condition of the Option Property. Buyer shall have the right to inspect and copy the books and records of Seller as pertains to the operation, maintenance and repair of the Option Property, provided that Buyer shall notify Seller one (1) business day in advance that it desires to inspect and copy such books and records, that Buyer shall conduct such inspection and copying at a time designated by Seller at Seller's offices and that Buyer shall use commercially reasonable efforts not to interfere with Seller's operations. Seller agrees to cooperate with Buyer in making available to Buyer such records and other information in the possession of Seller as is reasonably necessary or desirable by Buyer in conducting Buyer's due diligence for ascertaining the feasibility of Buyer's proposed use of the Option Property. After the expiration of the Due Diligence Period, Buyer may enter the Option Property only after two (2) business days' prior notice to Seller and any such entry shall be subject to the other terms and conditions in this paragraph. The indemnification set forth in this paragraph shall survive the Closing or earlier termination of this Agreement.

B. Condemnation. Upon Seller's receipt of written notice thereof, Seller shall promptly notify Buyer of any condemnation or eminent domain proceedings pending or threatened against the Option Property. If any such condemnation or eminent domain proceeding, in Buyer's reasonable business judgment, impairs Buyer's ability to develop the Option Property for affordable apartments, Buyer shall have the right to terminate this Agreement within ten (10) days after Buyer's receipt of such notice and receive a refund of the Option Payment made by Buyer hereunder, in which event neither party shall have any further obligations hereunder except the Surviving Obligations. If Buyer is entitled to terminate this Agreement in accordance with the forgoing sentence but elects not to terminate this Agreement, Buyer and Seller shall proceed to close this transaction and Seller shall assign to Buyer at Closing all proceeds paid or payable as a result of such condemnation or eminent domain proceedings.

C. Environmental. Seller shall notify Buyer of any written notice of adverse environmental matters received by Seller.

D. Code Violations. Seller shall advise Buyer of any written notice of any local, state, or federal code violations, notices or actions received by Seller.

E. Exclusivity and Prohibited Transfers. Seller will not solicit, negotiate, nor accept any other options, contracts of sale, purchase options, articles of agreement or the like for conveyance of any of Seller's interest in the Option Property. Seller shall not lease, mortgage, pledge, encumber, or assign any interest in the Option Property unless the same expire prior to Closing or are repaid at or prior to Closing, as applicable, and unless Seller provides Buyer with written notice and a copy of documentation evidencing said encumbrance.

F. Possession. Seller shall deliver possession of the Option Property to Buyer on the Closing Date, free of any claims to rights of possession and subject only to Permitted Exceptions.

6.3 Representations and Warranties of Buyer. To induce Seller to execute and deliver this Agreement, and to close the transaction contemplated herein if Buyer exercises the Option, Buyer represents, warrants and covenants to Seller as of the date of this Agreement as follows:

A. Good Standing. Buyer represents to Seller that it is duly organized, validly existing and qualified and empowered to conduct its business and has full power and authority to enter into and fully perform and comply with the terms of this Agreement. Neither the execution and delivery of this Agreement nor its performance by Buyer will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Buyer is a party or by which it is bound.

B. Authority. The individual executing this Agreement and the instruments referenced herein on behalf of Buyer has the legal power, right, and actual authority to bind Buyer to the terms and conditions hereof and thereof.

C. No Litigation. Buyer has not received written notice of any threatened litigation, which if determined adversely would restrain the consummation of the transactions contemplated by this Agreement or would declare illegal, invalid or non-binding any of Buyer's obligations or covenants to Seller.

Buyer shall be deemed to have remade the representations and warranties as of the Closing Date, the truth and accuracy of the same as of the Closing Date shall be a condition precedent to Seller's obligation to proceed with the Closing, and the same shall survive Closing and not merge with the deed for a period of six (6) months.

ARTICLE VII

ZONING AND LAND USE

At Buyer's sole cost, Seller agrees to reasonably cooperate in the rezoning of the Option Property if necessary.

ARTICLE VIII

FINANCING AND APPROVALS

Buyer shall use commercially reasonable efforts to diligently pursue the necessary public and private financing to construct low income housing apartments on the Option Property (the "**Project Financing**"). If Buyer is unable to secure the Project Financing then Buyer may terminate this Agreement, Seller shall retain the Option Payment as consideration for taking the Option Property off the market, and neither party shall have any further obligations hereunder except the Surviving Obligations.

ARTICLE IX

ENVIRONMENTAL

Commencing on the Effective Date and continuing for a period of 90 days after Seller's Receipt of the Option Notice (the "**Due Diligence Period**"), Buyer may conduct an Environmental Phase I Site Assessment of the Option Property (the "**Phase One**"). If Buyer determines that the Option Property is unacceptable on the basis of the Phase One, then Buyer shall have until the expiration of the Due Diligence Period to terminate this Agreement by written notice to Seller and shall receive a refund of the Option Payment. If the Phase One indicates the need for additional environmental testing, then Buyer shall have an additional period of 30 days to conduct an Environmental Phase II Site Assessment as well as any additional related environmental testing of the Option Property (the "**Phase Two**"). If Buyer determines that the Option Property is unacceptable on the basis of the Phase Two, then Buyer shall have until the end of the additional 30-day period to terminate this Agreement by written notice to Seller and shall receive a refund of the Option Payment, in which event neither party shall have any further obligations hereunder, except the Surviving Obligations.

ARTICLE X

MISCELLANEOUS

10.1 Waiver. Each party hereto may, at any time or times, at its election, waive any of the conditions to its obligations hereunder by a written waiver expressly detailing the extent of such waiver (and no other waiver or alleged waiver by such party shall be effective for any purpose). No such waiver shall reduce the rights or remedies of such party by reason of any breach by the other party or parties of any of its or their obligations hereunder.

10.2 Brokers. Each of the parties hereto represents and warrants to each other that it has not dealt with any broker or finder in connection with the transactions described herein, and that it has not caused any commissions or fees to be paid in connection herewith. Each of the parties hereto shall indemnify and hold harmless the other party as a result of a breach by it of each representation and warranty it makes hereunder.

10.3 No Third Party Benefits. This Agreement is made for the sole benefit of Buyer and Seller and their respective successors, and, as to Buyer, its nominee and assigns, and no other person or persons shall have any right or remedy or other legal interest of any kind under or by reason of this Agreement.

10.4 Integration; Interpretation. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by Buyer and Seller.

10.5 Notices. All notices and other communications which either party is required or desires to send to the other shall be in writing and shall be sent by personal delivery or courier (such as Federal Express), registered or certified mail, postage prepaid, return receipt requested. Notices and other communications shall be deemed to have been given on actual receipt or refusal. Notices shall be sent to the addresses set forth below:

Buyer:

WBSV, LLC
c/o Brinshore Development, L.L.C.
666 Dundee Road, Suite 1102
Northbrook, Illinois 60062
Attn: David B. Brint

with a copy to Buyer's Attorney:

Applegate & Thorne-Thomsen, P.C.
440 S. LaSalle, Suite 1900
Chicago, IL 60605
Attn: Bennett P. Applegate

Seller:

Council Bluffs Housing Trust Fund Inc
c/o Jack Ruesch
25 Main Place
Suite 200
Council Bluffs, Iowa, 51503

10.6 Attorneys' Fees. In the event either party institutes legal proceedings to enforce its rights hereunder, the prevailing party in such litigation shall be paid all reasonable expenses of the litigation by the losing party, including its reasonable attorneys' fees.

10.7 Memorandum. Upon execution of this Agreement, Buyer shall have the right to record, at Buyer's expense, a memorandum of this Agreement (a "**Memorandum**") in the real estate records of the County in which the Option Property is located. If a Memorandum is recorded, Buyer and Seller shall execute a termination of this Agreement in recordable form upon the Closing and conveyance of the Option Property to Buyer and the Purchase Price to Seller. In any event in which Buyer is permitted to terminate this Agreement or if Buyer notifies Seller that it is not electing to exercise the Option, such notice shall include a recordable release of any Memorandum, properly executed and notarized by Buyer, and such termination will not be effective unless Buyer has delivered to Seller such release.

10.8 Buyer's Nominees. Buyer may designate a nominee, assignee or otherwise transfer its rights under this Agreement to another entity so long as such other entity is owned and controlled by Brinshore Development, L.L.C. and Buyer gives prior written notice to Seller of such designation or transfer, including in such notice the name, address and contact person of the nominee or transferee, and gives to Seller a copy of the document transferring Buyer's interest hereunder.

10.9 Seller's Remedies. Notwithstanding anything to the contrary contained in this Agreement, if Buyer defaults under this Agreement, the Option Payment shall be forfeited to Seller as liquidated damages, which shall be Seller's sole and exclusive remedy at law or equity against Buyer (plus Seller may

recover attorneys' fees as provided herein), and neither party shall have any rights or obligations under this Agreement other than the Surviving Obligations. Seller and Buyer acknowledge and agree that (1) the Option Payment is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Option Property from sale and the failure of Closing to occur due to a default of Buyer under this Agreement; (2) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Agreement would be extremely difficult and impractical to determine; (3) Buyer seeks to limit its liability under this Agreement to the amount of the Option Payment in the event this Agreement is terminated and the transaction contemplated by this Agreement does not close due to a default of Buyer under this Agreement; and (4) the Option Payment shall be and constitute valid liquidated damages and not a penalty.

10.10 Buyer's Remedies. Except as expressly set forth elsewhere herein, if Seller defaults under this Agreement, at Buyer's option, Buyer may elect as its sole remedy to either (i) terminate this Agreement, in which case the Option Payment shall be returned to Buyer and this Agreement shall, without further action of the parties, become null and void and neither party shall have any rights or obligations under this Agreement other than the Surviving Obligations, or (ii) sue Seller for specific performance of the sale of the Option Property in accordance with the terms of this Agreement.

10.11 Time of Essence. Time is of the essence in this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which the period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

10.12 Governing Law. This Agreement shall be governed and interpreted in accordance with the internal laws of the State of Iowa.

10.13 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. Each party (i) has agreed to permit the use, from time to time, of telecopied or electronic signatures in order to expedite the transaction contemplated by this Agreement, (ii) intends to be bound by its telecopied or electronic signature, (iii) is aware that the other will rely on the telecopied or electronic signature, and (iv) acknowledges such reliance and waives any defenses (other than fraud) to the enforcement of any document based on the fact that a signature was sent by telecopy. As used herein, the term "telecopied signature" shall include any signature sent via facsimile or via email in portable document format (".pdf").

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

SELLER: **Council Bluffs Housing Trust Fund, Inc**
By: _____
Its _____

BUYER: **WBSV, LLC,**
an Iowa limited liability company

By: WBSV Manager, LLC,
its managing member

By: Brinshore Development, L.L.C.,
its managing member

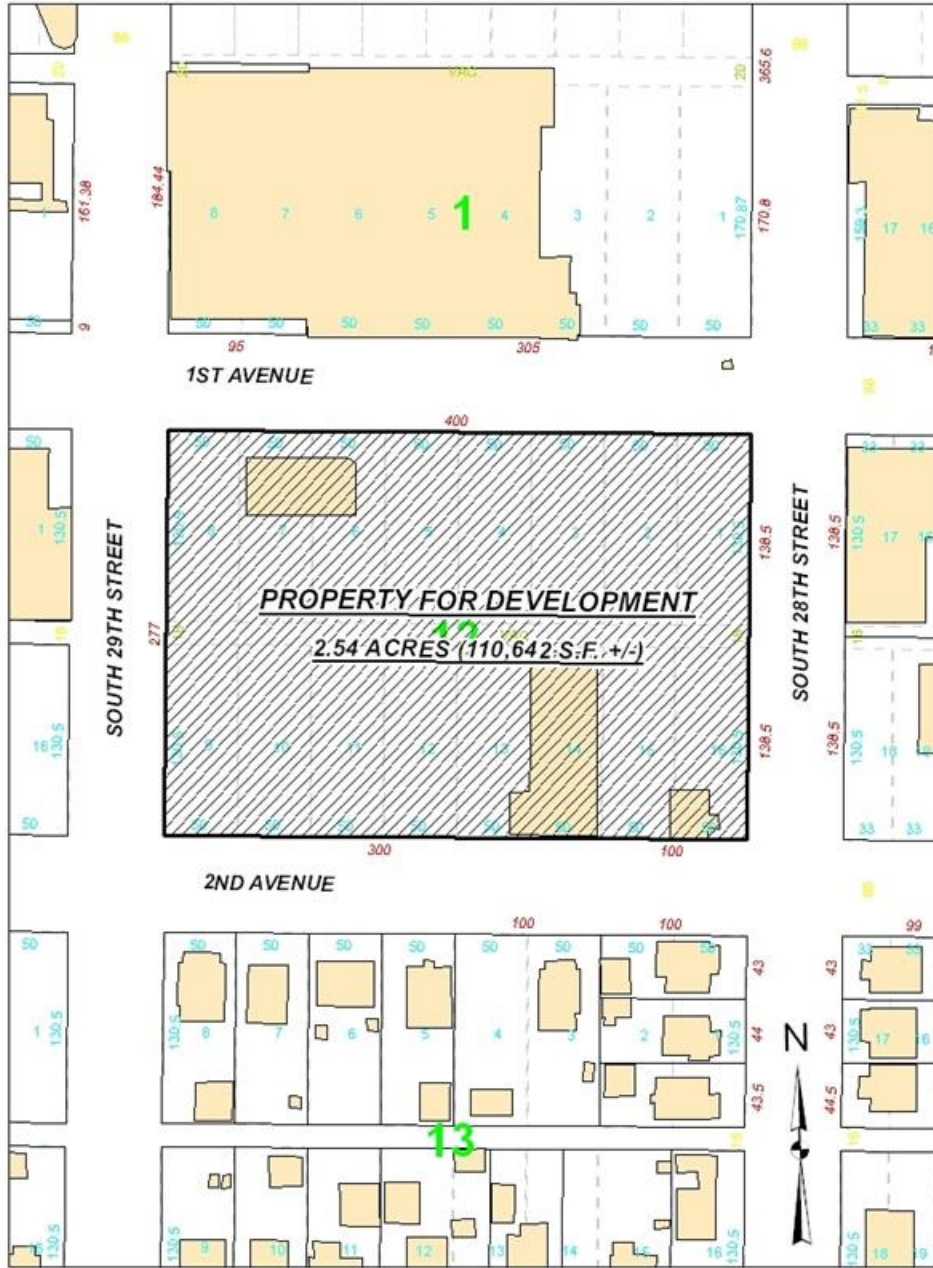
By: Brint Development, Inc.,
a member

By: _____
David B. Brint, President

Exhibit A

Copies of the Deferred Promissory Note and the Mortgage

(See Attached)



110 South 28th Street - Site Map

MORTGAGE
THE IOWA STATE BAR ASSOCIATION
Official Form No. 128
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Community Development Department
209 Pearl Street
Council Bluffs, IA 51503
Phone: (712) 328-4620

Taxpayer Information:

Council Bluffs Housing Trust Fund, Inc.
Address: c/o Jack Ruesch, 25 Main Place, Suite 200,
Council Bluffs, Iowa, 51503

Return Document To: (name and complete address)

Council Bluffs Community Development Department
209 Pearl Street
Council Bluffs, IA 51503
Phone: (712) 328-4630

Grantors:

Buyers: Council Bluffs Housing Trust Fund, Inc.

Grantees:

City of Council Bluffs, Pottawattamie County, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

MORTGAGE

THIS MORTGAGE is made between Council Bluffs Housing Trust Fund, Inc. ("Mortgagors"), and City of Council Bluffs, Pottawattamie County, Iowa ("Mortgagee").

[XX] If this box is checked, this Mortgage is a Purchase Money Mortgage as defined in the Iowa Code.

1. Grant of Mortgage and Security Interest. Mortgagors hereby sell, convey and mortgage unto Mortgagee, and grant a security interest to Mortgagee in the following described property:

a. **Land and Buildings.** All of Mortgagors' right, title and interest in and to the following described real estate situated in Pottawattamie County, Iowa (the "Land");

"Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 12, Bryant and Clark's Subdivision, including all vacated alley adjacent in Council Bluffs, Pottawattamie County, Iowa")

and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), 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 Land.

b. **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land 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 Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, 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 payment of the loan made by Mortgagee to **Buyers**, evidenced by a certain deferred promissory note dated _____ day of _____ 2017 in the principal amount of **\$315,000.00** (the "Note") with a due date **set out in the note**, any renewals, extensions, modifications or refinancing thereof and any promissory notes issued in substitution therefor; and

b. All other obligations of Mortgagors 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 Mortgagors. Mortgagors represent, warrant and covenant to Mortgagee that (i) Mortgagors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagors have 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) Mortgagors 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; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land.

4. Payment and Performance of the Obligations. Mortgagors 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 Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

5. **Taxes.** Mortgagors 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.** Mortgagors 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. Mortgagors 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.** Mortgagors 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.** Mortgagors 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 mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagors' 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. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. **Care of Property.** Mortgagors 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. Mortgagors shall not make any material alteration to the Mortgaged Property except in connection with satisfying the Construction Condition (as defined in the Note) without the prior written consent of Mortgagee.

10. **Insurance.**

a. **Risks to be Insured.** Mortgagors, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagors' option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagors will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagors will maintain such other insurance as Mortgagee may reasonably require.

b. **Policy Provisions.** All insurance policies and renewals thereof maintained by Mortgagors pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.

c. **Delivery of Policy or Certificate.** If requested by Mortgagee, Mortgagors will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagors shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagors shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.

d. **Assignment of Policy.** 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 Mortgagors 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.

e. **Notice of Damage or Destruction; Adjusting Loss.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagors will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagors in good faith to exceed \$25,000 unless

Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagors do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagors.

f. Application of Insurance Proceeds. All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.

g. Reimbursement of Mortgagee's Expenses. Mortgagors shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys fees, and all such expenses shall be additional amounts secured by this Mortgage.

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 Mortgagors shall in no way rely or claim reliance thereon.

12. Protection of Mortgagee's Security. Subject to the rights of Mortgagors under paragraph 8 hereof, if Mortgagors fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of **8.00%** per annum, shall become an Obligation of Mortgagors secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagors for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

13. Condemnation. Mortgagors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagors, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

14. 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 Mortgagors as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

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

a. Mortgagors 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 after delivery of written notice of such default to Mortgagor and Mortgagor's failure to cure the same within a reasonable period of time.

b. Mortgagors shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code or Mortgagors 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, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

e. If any of the following occur within the specified term of the assistance: title to ownership and/or any other interest in the property is sold and/or transferred to another party without the consent of Mortgagee. Mortgagee hereby consents to the transfer of the Mortgaged Property to WBSV, LLC, an Iowa limited liability company (the "Developer"), pursuant to the terms of that certain Option Agreement dated on or about the date hereof between the Mortgagor and the Developer (the "Option Agreement") and the assumption of the Note by the Developer pursuant to the terms of the Option Agreement.

16. 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 shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.

c. 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 Mortgagors 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.

17. 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 Mortgagors 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 Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their 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 Mortgagors 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.

18. **Attorneys' Fees.** Mortgagors 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.

19. **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.

20. **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. If to Mortgagor, to:

Name: Council Bluffs Housing Trust Fund, Inc
Address: %Jack Ruesch, 25 Main Place, Suite 200,
Council Bluffs, IA 51503

b. If to Mortgagee, to:

City of Council Bluffs
Community Development Department
209 Pearl Street
Council Bluffs, IA 51503

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.

21. **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.

22. **Further Assurances.** At any time and from time to time until payment in full of the Obligations, Mortgagors 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 Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.

23. **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.

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

25. **Release of Rights of Dower, Homestead and Distributive Share.** Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

26. **Acknowledgment of Receipt of Copies of Debt Instrument.** Mortgagors hereby acknowledge the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

27. **Release and Discharge.** This Mortgage shall automatically terminate upon satisfaction of the Construction Condition (as defined in the Note), and upon request Mortgagee shall promptly execute and deliver to

Mortgagors an instrument in recordable form releasing and discharging this Mortgage from the real estate records.

28. **Subordination.** In the event the Developer exercises its option to acquire the Land from the Mortgagor pursuant to the terms of the Option Agreement, the Mortgagee, by accepting this Mortgage, acknowledges and agrees that this Mortgage and the Note shall be subordinate to any financing the Developer obtains in connection with satisfying the Construction Condition (as defined in the Note) even though this Mortgage is recorded prior to the mortgages securing the Developer's other financing. This subordination shall be automatic and self-effectuating; provided, however, the Mortgagee, by accepting this Mortgage, agrees that upon request the Mortgagee shall promptly execute and deliver to the Developer and its lenders agreements in recordable form acceptable to Developer's lenders confirming the subordination of this Mortgage to the debt and liens of the Developer's lenders.

Dated: _____

Council Bluffs Housing Trust Fund, Inc.

by _____
its _____
MORTGAGOR

STATE OF IOWA)
) SS
POTTAWATTAMIE COUNTY)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, its _____ to be by me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

NOTARY PUBLIC

DEFERRED PROMISSORY NOTE

Total Deferred Purchase Price of the Property \$315,000.00

For city property received, the undersigned, each as principal, jointly and severally, promise to pay to the order of the CITY OF COUNCIL BLUFFS, IOWA, City Hall, Council Bluffs, Pottawattamie County, Iowa, the sum(s) indicated as follows:

0% of the Deferred Purchase Price if a developer constructs a low to moderate income housing project on the property described below (i.e. at least 51% of the units in the project are set aside to be leased to individuals or families with incomes at or below 80% of the area median income) and obtains a certificate of occupancy from the City of Council Bluffs on or before January 15th, 2021 (the "Construction Condition") or in the event such property is re-conveyed to the City of Council Bluffs at any time.

100% of the Deferred Purchase Price of \$315,000.00 along with interest at the rate of 5% per annum from the date of the execution of this note if the Construction Condition is not satisfied on or before January 15th, 2021.

The undersigned hereby agrees to maintain the property in compliance with all Council Bluffs Municipal Codes and keep current all applicable tax payments relative to the property during the term of this note, or shall risk forfeiture of the property through foreclosure procedures as applicable by law.

The undersigned hereby waives protest of this note, and agree that if any collection fee is incurred or if proceedings are commenced to collect this note by law, that a reasonable sum shall be allowed for collection and attorney's fees and shall be included in the judgment rendered thereon. Principal and interest not paid when due to draw 5% interest. Upon default in payment of any interest or principal, the whole amount then remaining unpaid shall become due and payable forthwith at the option of the holder of said note, without notice.

This note secured by a Mortgage dated _____ on the following described property, to wit:

Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15, and 16, Block 12, Bryant and Clark's Subdivision, including all vacated alley adjacent in Council Bluffs, Pottawattamie County, Iowa

Council Bluffs Housing Trust Fund, Inc.

By: _____ Date

Its _____

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

On this day of _____ 2017 before me the undersigned, a Notary Public in and for said County and State, personally appeared _____, its _____, to me personally known or satisfactorily identified, and who, being by me duly sworn, acknowledges the execution of said instrument to be by them voluntarily executed.

Notary Public in and for said State

Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 328-4629
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 328-4616

RESOLUTION NO. 17-246

A RESOLUTION AUTHORIZING DISPOSAL OF CITY PROPERTY LEGALLY DESCRIBED AS LOTS 1 THRU 16, BLOCK 12 AND ALL VACATED ALLEY ADJACENT, BRYANT AND CLARK'S SUBDIVISION.

WHEREAS, this City Council previously expressed its intent to dispose of the property legally described as Lots 1 thru 16, Block 12, and all vacated alley adjacent, Bryant and Clark's Subdivision; and
WHEREAS, a public hearing has been held in this matter.

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

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

Council Bluffs Housing Trust Fund: Lots 1 thru 16, Block 12, and all vacated alley adjacent, Bryant and Clark's Subdivision.

BE IT FURTHER RESOLVED

That the purchase price to be \$315,000.00, with the applicant to sign a mortgage, promissory note and option agreements detailing the conditions of the purchase.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.:
Submitted by: Pat Miller, Public
Works Operations Director

Ordinance 6314

Council Action: 11/13/2017

Description

Ordinance to amend Title 9 Traffic, Chapter 9.34 Emergency Snow Routes of the 2017 Municipal Code of Council Bluffs, Iowa, by amending Section 9.34.030 Emergency snow routes established.

Background/Discussion

Emergency snow routes consist of main/major streets that facilitate access to public transportation, hospitals, schools, business areas, fire stations, police stations, and other public safety and critical needs at times of snow and/or ice events.

Emergency snow routes have not been updated since 2010. Since that time, new streets have been added within the city that need emergency snow routes established.

Proposed changes to Title 9 are to update the emergency snow routes as recommended by the city's operations division to increase the efficiency of the routes and safety to the public.

Other proposed changes include making minor corrections of previous errors and omissions.

Recommendation

Approval of the ordinance changes.

ATTACHMENTS:

Description	Type	Upload Date
Snow Route Changes - redlined	Other	10/31/2017
Ordinance 6314	Ordinance	11/7/2017

9.34.030 - Emergency snow routes established.

(a) The following are hereby designated as the emergency snow routes:

Street	From	To
<u>1st Avenue</u>	<u>South 8th Street</u>	<u>South 4th Street</u>
2nd Avenue	South 8th Street	Dodge Riverside Drive
5th Avenue	Bluff Street	South 35th Street
9th Avenue	South 3rd Street	I-29
16th Avenue	High Street	South 16th Street
23rd Avenue	South Expressway	South 35th Street
32nd Avenue	South Expressway	South 11th Street
35th Avenue	South Expressway	Metro Drive
<u>Adrian Avenue</u>	<u>Bennett Avenue</u>	<u>Wenwood Circle</u>
Avenue A	North 16th Street	North 37th Street
Avenue B	North 8th Street	North 37th Street
Avenue G	North 8th Street	North 40th Street
Avenue K	North 28th Street	North 32nd Street
Avenue L	North 16th Street	North 21st Street
Bennett Avenue	Madison Avenue	McPherson Avenue
<u>Big Lake Road</u>	<u>Nash Blvd.</u>	<u>Joslin Avenue</u>
Bluff Street	9th Avenue	West Pierce <u>Street</u>
<u>Bonham Street</u>	<u>Gleason Avenue</u>	<u>Bennett Avenue</u>

East Broadway	South 1st Street	Kanesville Blvd.
West Broadway	Kanesville Blvd.	South 1st Street
<u>College Road</u>	<u>Kanesville Blvd.</u>	<u>Highway 6</u>
Comanche <u>Street</u>	Piute <u>Street</u>	Navajo <u>Street</u>
<u>Council Pointe Road</u>	<u>Veterans Memorial Hwy</u>	<u>55th Avenue</u>
De <u>L</u> ong Avenue	North 8th Street	Marshall Avenue
Dodge Riverside Drive	2nd Avenue	I-480
<u>East Broadway</u>	<u>South 1st Street</u>	<u>Kanesville Blvd.</u>
<u>East Ferndale Drive</u>	<u>West Ferndale Drive</u>	<u>Cloverdale Drive</u>
<u>East Graham Avenue</u>	<u>South 1st Street</u>	<u>West Graham Avenue</u>
East Manawa Drive	Veterans Memorial Hwy	South Shore Drive
<u>East Pierce Street</u>	<u>South 1st Street</u>	<u>McPherson Avenue</u>
Eastern Hills Drive	State Orchard Road	Dead End
Elliot <u>t</u> Street	Marshall Avenue	North Broadway
Elm Street	Frank Street	Morningside Avenue
Frank Street	Kanesville Blvd.	Elm Street .
Franklin Avenue	Lincoln Avenue	<u>Valley View Park</u> Bennett Avenue
<u>Franklin Avenue</u>	<u>Valley View Drive</u>	<u>Greenview Road</u>
Gleason Avenue	McPherson Avenue	Lincoln Avenue
East Graham	South 1st Street	Fairmont Avenue

<u>West Graham</u>	<u>Fairmont Avenue</u>	<u>High Street</u>
Greenview Road	Valley View Drive	<u>State Orchard Road</u> Longview Loop
Harrison Street	Kanesville Blvd.	Morgan Street
Harry Langdon Blvd.	16th Avenue	Highway 92
<u>High Street</u>	<u>West Graham</u>	<u>16th Avenue</u>
Lincoln Avenue	East Pierce <u>Street</u>	Gleason Avenue
<u>Locust Lodge Avenue</u>	<u>North Broadway</u>	<u>North Avenue</u>
Madison Avenue	South 1st Street	Valley View <u>Drive</u>
Marshall Avenue	De <u>l</u> ong Avenue	Morgan Street
<u>McKenzie Avenue</u>	<u>Simms Avenue</u>	<u>Kanesville Blvd.</u>
McPherson Avenue	East Pierce <u>Street</u>	City Limits
Metro Drive	35th Avenue	Hwy 275/92
<u>Middle Ferry Road</u>	<u>Council Pointe Road</u>	<u>South 35th Street</u>
<u>Morgan Street</u>	<u>Marshall Avenue</u>	<u>Harrison Street</u>
Morningside Avenue	Elm Street	Gleason Avenue
<u>Mt Vernon Street</u>	<u>Trail Ridge Drive</u>	<u>Marshal Avenue</u>
<u>Nash Blvd.</u>	<u>North 25th Street</u>	<u>North 16th Street</u>
Navajo <u>Street</u>	Comanche <u>Street</u>	East Manawa Drive
<u>Nebraska Avenue</u>	<u>South 35th Street</u>	<u>River Road</u>
<u>North 6th Street</u>	<u>Kanesville Blvd.</u>	<u>Avenue G</u>

<u>North 7th Street</u>	<u>Avenue G</u>	<u>Kanesville Blvd.</u>
<u>North 8th Street</u>	<u>West Broadway</u>	<u>DeLong Avenue</u>
<u>North 16th Street</u>	<u>West Broadway</u>	<u>Nash Blvd.</u>
North 21st Street	West Broadway	Avenue L
North 25th Street	West Broadway	Water Works
North 28th Street	West Broadway	Avenue K
North 32nd Street	West Broadway	Avenue K
North 35th Street	West Broadway	I-29
North 40th Street	I-480	Avenue G
North 8th Street	West Broadway	DeLong Avenue
<u>North Avenue</u>	<u>Locust Lodge Avenue</u>	<u>East Pierce Street</u>
North Broadway	Kanesville Blvd.	North <u>C</u> ity <u>L</u> imits
<u>North Main Street</u>	<u>West Broadway</u>	<u>Kanesville Blvd.</u>
East Pierce	South 1st Street	McPherson Avenue
West Pierce	Bluff Street	South 1st Street
<u>Pearl Street</u>	<u>West Broadway</u>	<u>7th Avenue</u>
Piute <u>Street</u>	Veterans Memorial Hwy	Comanche <u>Street</u>
<u>Railroad Avenue</u>	<u>College Road</u>	<u>Kanesville Blvd.</u>
<u>Railroad Hwy</u>	<u>Kanesville Blvd.</u>	<u>City Limits</u>
Richard Downing Avenue Blvd.	Twin City Drive	South 24th Street

Service Road B	2nd Avenue	9th Avenue
Simms Avenue	McKenzie Avenue Spencer Avenue	Kanesville Blvd.
<u>South 1st Street</u>	<u>Broadway</u>	<u>Madison Avenue</u>
South 3rd Street	9th Avenue	16th Avenue
<u>South 6th Street</u>	<u>South Expressway</u>	<u>Kanesville Blvd.</u>
<u>South 7th Street</u>	<u>Kanesville Blvd.</u>	<u>South Expressway</u>
South 8th Street	West Broadway	16th Avenue
South 11th Street	32nd Avenue	Veterans Memorial Hwy
<u>South 13th Street</u>	<u>16th Avenue</u>	<u>23rd Avenue</u>
South 16th Street	23rd Avenue	West Broadway
<u>South 1st Street</u>	<u>Broadway</u>	<u>Madison Avenue</u>
<u>South 19th Street</u>	<u>Veterans Memorial Hwy</u>	<u>Gifford Road</u>
South 21st Street	9th Avenue	West Broadway
South 24th Street	Veterans Memorial Hwy	23rd Avenue
South 25th Street	9th Avenue	West Broadway
South 28th Street	9th Avenue	West Broadway
South 32nd Street	9th Avenue	West Broadway
South 35th Street	23rd Avenue	West Broadway
South Expressway	Veterans Memorial Hwy	<u>6th Avenue</u> -80/I-29
<u>South Main Street</u>	<u>16th Avenue</u>	<u>West Broadway</u>

Spencer Avenue	North Broadway	Simms Avenue
<u>Timbercrest Drive</u>	<u>Madison Avenue</u>	<u>Skyline Drive</u>
<u>Trail Ridge Drive</u>	<u>Grand Avenue</u>	<u>Mt Vernon Street</u>
Twin City Drive	Veterans Memorial Hwy	Richard Downing Avenue Blvd.
Valley View <u>Drive</u>	<u>Highway 92</u> Madison Avenue	<u>College Road</u> McPherson Avenue
<u>Wedgewood Drive</u>	<u>Wenwood Circle</u>	<u>Bennett Avenue</u>
<u>Wenwood Circle</u>	<u>Adrian Avenue</u>	<u>Wedgewood Drive</u>
<u>West Broadway</u>	<u>6th Street</u>	<u>35th Street</u>
<u>West Broadway</u>	<u>Kanesville Blvd.</u>	<u>South 1st Street</u>
<u>West Ferndale Drive</u>	<u>McPherson Avenue</u>	<u>Cloverdale Drive</u>
<u>West Graham Avenue</u>	<u>East Graham Avenue</u>	<u>High Street</u>
<u>West Pierce Street</u>	<u>Bluff Street</u>	<u>South 1st Street</u>
Willow Avenue	Bluff Street	South 8th Street
Woodbury Avenue	Harry Langdon Blvd.	Madison Avenue

(b) The mayor is authorized empowered and directed to cause signs to be erected on the emergency snow routes to designate such streets as "Emergency Snow Routes." Upon declaration of such emergency situation by the mayor or his/her designated representative, as hereinbefore provided, parking will be prohibited on these streets for the period of such emergency.

(Ord. No. 6050, 2-22-2010; Ord. No. 6233, § 1, 6-8-2015).

Editor's note— Ord. No. 6050, adopted Feb. 22, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5834, 2005; Ord. No. 5029, § 2, 1991.

ORDINANCE NO. 6314

ORDINANCE TO AMEND TITLE 9 TRAFFIC, CHAPTER 9.34 EMERGENCY SNOW ROUTES OF THE 2017 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 9.34.030 - EMERGENCY SNOW ROUTES ESTABLISHED.

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

SECTION 1. That Chapter 9.34 “Emergency Snow Routes” of the 2017 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending Section 9.34.030 to read as follows:

9.34.030 - Emergency Snow Routes Established.

(a) The following are hereby designated as the emergency snow routes:

Street	From	To
1st Avenue	South 8th Street	South 4th Street
2nd Avenue	South 8th Street	Dodge Riverside Drive
5th Avenue	Bluff Street	South 35th Street
9th Avenue	South 3rd Street	I-29
16th Avenue	High Street	South 16th Street
23rd Avenue	South Expressway	South 35th Street
32nd Avenue	South Expressway	South 11th Street
35th Avenue	South Expressway	Metro Drive
Adrian Avenue	Bennett Avenue	Wenwood Circle
Avenue A	North 16th Street	North 37th Street
Avenue B	North 8th Street	North 37th Street
Avenue G	North 8th Street	North 40th Street
Avenue K	North 28th Street	North 32nd Street
Avenue L	North 16th Street	North 21st Street
Bennett Avenue	Madison Avenue	McPherson Avenue
Big Lake Road	Nash Blvd.	Joslin Avenue
Bluff Street	9th Avenue	West Pierce Street
Bonham Street	Gleason Avenue	Bennett Avenue
College Road	Kanesville Blvd.	Highway 6
Comanche Street	Piute Street	Navajo Street

Council Pointe Road	Veterans Memorial Hwy	55th Avenue
Delong Avenue	North 8th Street	Marshall Avenue
Dodge Riverside Drive	2nd Avenue	I-480
East Broadway	South 1st Street	Kanesville Blvd.
East Ferndale Drive	West Ferndale Drive	Cloverdale Drive
East Graham Avenue	South 1st Street	West Graham Avenue
East Manawa Drive	Veterans Memorial Hwy	South Shore Drive
East Pierce Street	South 1st Street	McPherson Avenue
Eastern Hills Drive	State Orchard Road	Dead End
Elliott Street	Marshall Avenue	North Broadway
Elm Street	Frank Street	Morningside Avenue
Frank Street	Kanesville Blvd.	Elm Street
Franklin Avenue	Lincoln Avenue	Valley View Park
Franklin Avenue	Valley View Drive	Greenview Road
Gleason Avenue	McPherson Avenue	Lincoln Avenue
Greenview Road	Valley View Drive	State Orchard Road
Harrison Street	Kanesville Blvd.	Morgan Street
Harry Langdon Blvd.	16th Avenue	Highway 92
Lincoln Avenue	East Pierce Street	Gleason Avenue
Locust Lodge Avenue	North Broadway	North Avenue
Madison Avenue	South 1st Street	Valley View Drive
Marshall Avenue	Delong Avenue	Morgan Street
McKenzie Avenue	Simms Avenue	Kanesville Blvd.
McPherson Avenue	East Pierce Street	City Limits
Metro Drive	35th Avenue	Hwy 275/92
Middle Ferry Road	Council Pointe Road	South 35th Street
Morningside Avenue	Elm Street	Gleason Avenue
Mt Vernon Street	Trail Ridge Drive	Marshall Avenue
Nash Blvd.	North 25th Street	North 16th Street
Navajo Street	Comanche Street	East Manawa Drive
Nebraska Avenue	South 35th Street	River Road
North 6th Street	Kanesville Blvd.	Avenue G
North 7th Street	Avenue G	Kanesville Blvd.

North 8th Street	West Broadway	Delong Avenue
North 16th Street	West Broadway	Nash Blvd.
North 21st Street	West Broadway	Avenue L
North 25th Street	West Broadway	Water Works
North 28th Street	West Broadway	Avenue K
North 32nd Street	West Broadway	Avenue K
North 35th Street	West Broadway	I-29
North 40th Street	I-480	Avenue G
North Avenue	Locust Lodge Avenue	East Pierce Street
North Broadway	Kanesville Blvd.	North City Limits
North Main Street	West Broadway	Kanesville Blvd.
Pearl Street	West Broadway	7th Avenue
Piute Street	Veterans Memorial Hwy	Comanche Street
Railroad Avenue	College Road	Kanesville Blvd.
Railroad Hwy	Kanesville Blvd.	City Limits
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Service Road B	2nd Avenue	9th Avenue
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South 1st Street	Broadway	Madison Avenue
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South 6th Street	South Expressway	Kanesville Blvd.
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South 8th Street	West Broadway	16th Avenue
South 11th Street	32nd Avenue	Veterans Memorial Hwy
South 13th Street	16th Avenue	23rd Avenue
South 16th Street	23rd Avenue	West Broadway
South 19th Street	Veterans Memorial Hwy	Gifford Road
South 21st Street	9th Avenue	West Broadway
South 24th Street	Veterans Memorial Hwy	23rd Avenue
South 25th Street	9th Avenue	West Broadway
South 28th Street	9th Avenue	West Broadway
South 32nd Street	9th Avenue	West Broadway
South 35th Street	23rd Avenue	West Broadway

South Expressway	Veterans Memorial Hwy	6th Avenue
South Main Street	16th Avenue	West Broadway
Spencer Avenue	North Broadway	Simms Avenue
Timbercrest Drive	Madison Avenue	Skyline Drive
Trail Ridge Drive	Grand Avenue	Mt Vernon Street
Twin City Drive	Veterans Memorial Hwy	Richard Downing Avenue
Valley View Drive	Highway 92	College Road
Wedgewood Drive	Wenwood Circle	Bennett Avenue
Wenwood Circle	Adrian Avenue	Wedgewood Drive
West Broadway	6th Street	35th Street
West Broadway	Kanesville Blvd.	South 1st Street
West Ferndale Drive	McPherson Avenue	Cloverdale Drive
West Graham Avenue	East Graham Avenue	High Street
West Pierce Street	Bluff Street	South 1st Street
Willow Avenue	Bluff Street	South 8th Street
Woodbury Avenue	Harry Langdon Blvd.	Madison Avenue

(b) The mayor is authorized empowered and directed to cause signs to be erected on the emergency snow routes to designate such streets as "Emergency Snow Routes." Upon declaration of such emergency situation by the mayor or his/her designated representative, as hereinbefore provided, parking will be prohibited on these streets for the period of such emergency.

(Ord. No. 6050, 2-22-2010; Ord. No. 6233, § 1, 6-8-2015).

Editor's note— Ord. No. 6050, adopted Feb. 22, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5834, 2005; Ord. No. 5029, § 2, 1991.

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 _____, 2017.
APPROVED

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

First Consideration: 11/13/17
Second Consideration: 11/27/17
Public Hearing: n/a
Third Consideration:

Council Communication

Department: City Clerk

Case/Project No.: URV-17-005

Ordinance 6310

Council Action: 11/13/2017

Submitted by: Brenda Carrico

Description

Ordinance establishing the College Road Urban Revitalization Area within the City of Council Bluffs.

Background/Discussion

Background

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.

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.

Discussion

A development proposal has been submitted by Immanuel Senior Housing for the construction of a senior housing facility, designed for independent living for residents 55 years and older. The developer will construct a building with 56 units consisting of 28 one-bedroom units and 28 two-bedroom units. The units will be affordable to individuals between 30% and 60% of the area median income. This means most of the units will be affordable to seniors with annual incomes between \$15,750 and \$36,000. Rents will range from \$400 up to \$775. Six units will be market rate units without any income restrictions.

The project will include a main lobby, community room, salon, manager's office, storage, wellness room, activity room and resident storage lockers. Each floor will also have its own community space. At least 35% of the building will be fully accessible for those with physical disabilities. The development is expected to create approximately five permanent jobs, primarily in property management and maintenance.

Total development costs are estimated to be \$11.4 million. The developer will apply for low income housing tax credits from the Iowa Finance Authority in November of 2017. Immanuel has submitted a development plan that shows a second phase which likely will be initiated upon the successful completion and lease up of the first building. Assuming that Phase I is approved by the Iowa Finance Authority this funding cycle, Immanuel plans to submit Phase II for funding in November of 2018.

Iowa Code permits the City to establish urban revitalization areas, which satisfy one of the five conditions outlined in Section 404.1. Staff believes a finding would be consistent under 404.1.4. Section 404.1.4 discusses an area, which is appropriate as an economic development area as defined in section 403.17.

On September 11, 2017, City Council approved Resolution 17-201 which directed staff to initiate the process of creating the College Road Urban Revitalization Plan and Area. This resolution set October 23, 2017 as the date of the public hearing.

This matter was brought before the City Planning Commission at their October 10, 2017 meeting. The

Commission found the following: 1) That the proposed College Road Urban Revitalization Plan furthers the goals of the City's *Bluffs Tomorrow: 2030 Plan* which is the general plan for the development of the City of Council Bluffs; and 2) That the College Road Urban Revitalization Area is an area appropriate for urban revitalization as specified in Section 404.1.4. Section 404.1.4 discusses areas that are appropriate for economic development as defined by Section 403.17.

Property owners were notified and no written correspondence was received by the Community Development Department either in support or against the proposed plan. Concurrent with the adoption of an urban revitalization plan, an ordinance establishing the urban revitalization area can be considered. Upon adoption of the area and approval of an ordinance, the City is permitted to grant tax abatement to qualified projects.

Recommendation

The Community Development Department recommends approval of the College Road Urban Revitalization Plan and Area and 1st consideration of the ordinance.

Public Hearing

Scott Bear, Vice President of Finance and Accounting, Immanuel
Rose Brown, Community Development Department
No one appeared in opposition.

Planning Commission Recommendation

The Planning Commission recommends approval of the College Road Urban Revitalization Plan and Area.

VOTE: AYE 6 NAY 0 ABSTAIN 0 ABSENT 5 VACANCY 0 Motion: Carried

ATTACHMENTS:

Description	Type	Upload Date
UR Plan	Other	10/17/2017
6310	Ordinance	10/17/2017

College Road Urban Revitalization Plan



Prepared by

Community Development Department
City of Council Bluffs, Iowa

Adopted by

City Council on _____, 2017

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INTRODUCTION

The Urban Revitalization Act empowers a municipality to designate an area appropriate for commercial and industrial enterprises, public improvements related to housing and residential development, or construction of housing and residential development for low and moderate-income families, including single or multi-family housing.

The City of Council Bluffs wishes to utilize property tax abatement incentives under the Urban Revitalization Act to facilitate the construction of commercial facilities providing elderly care in the community. The preparation and subsequent adoption of an Urban Revitalization Plan is required by the Iowa Code prior to the provision of property tax abatement.

Section 404.1 of the Iowa Code stipulates that the Council may, by ordinance, designate an area of the City as the revitalization area, if that area is classified as any of the following:

1. An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare.
2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety or welfare in its present condition and use.
3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.
4. An area which is appropriate as an economic development area as defined in Section 403.17(10) of the Iowa Code which states “an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises, public improvements related to housing and residential development, or construction of housing and residential development for low and moderate income families, including single or multi-family housing.”

5. An area designated as appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multi-family housing.

The City of Council Bluffs concluded that the College Road Urban Revitalization Area meets the criteria of element 4. Consequently, on September 11, 2017, the City Council adopted Resolution No. 17-201, which directed staff to prepare a plan for the proposed revitalization area. Illustration 1 is the City Council Resolution.

College Road Urban Revitalization Plan
Illustration 1 – Resolution

RESOLUTION NO. 17-201

A RESOLUTION OF NECESSITY AND INTENT TO ESTABLISH A COLLEGE ROAD URBAN REVITALIZATION AREA LEGALLY DESCRIBED AS PROPOSED LOTS 1-4, NEW HORIZON SUBDIVISION, REPLAT 2, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

- WHEREAS, the subject area is an appropriate area as defined in Sections 404.1.4 of the Iowa Code; and
- WHEREAS, a proposal has been submitted for the construction of a commercial project on the vacant land; and
- WHEREAS, a 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.

**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 404.1.4.

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 no later than September 29, 2017.

BE IT FURTHER RESOLVED

That the City Council directs the City Clerk to set this matter for public hearing on October 23, 2017.

**ADOPTED
AND
APPROVED:**

September 11, 2017


Matthew J. Walsh Mayor

ATTEST:


Jodi Quakenbush City Clerk

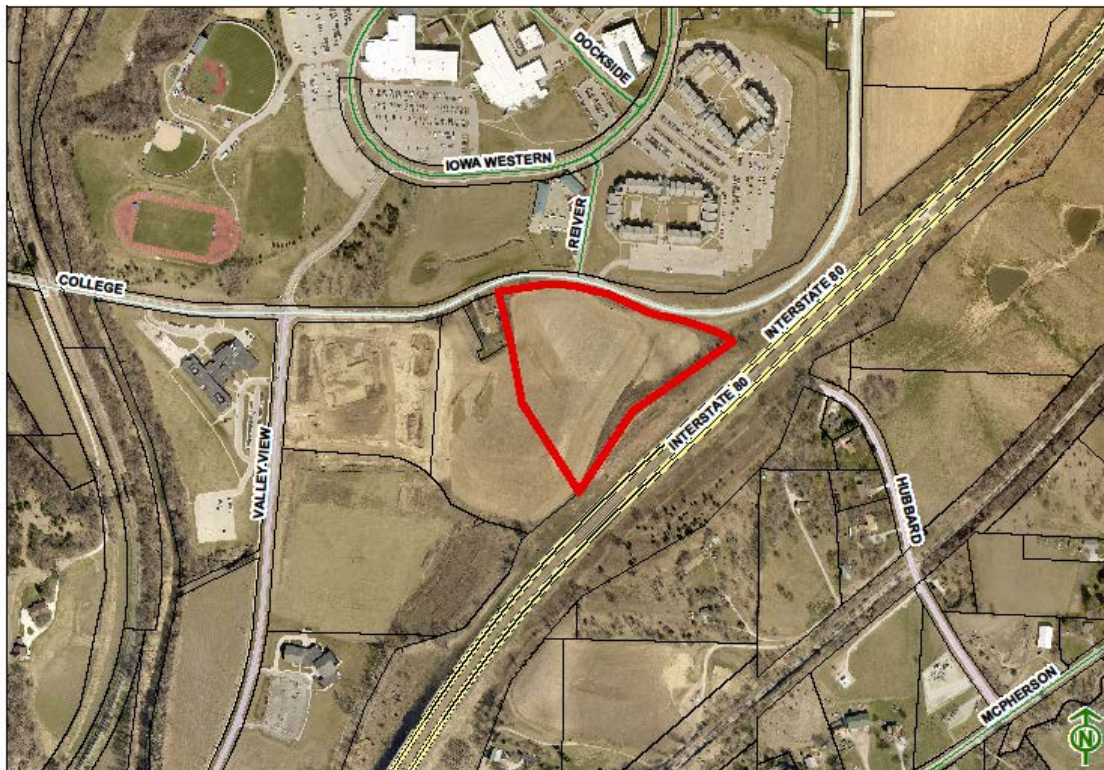
LEGAL DESCRIPTION

The College Road Urban Revitalization Area is a tract of land containing the following legally described parcels:

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

Illustration 2 shows the location and the boundary of the College Road Urban Revitalization Area. The area is 12.29 acres.

College Road Urban Revitalization Plan Illustration 2 - Boundary



PROPERTY OWNERS AND ASSESSED VALUES

The College Road Urban Revitalization Area will be comprised of 12.29 acres of land owned by 92 Investments, LLC. Lots 1-4, New Horizon Subdivision, Replat 2, is part of parcel 754328300025. The land valuation for the proposed development was not complete at the time of the plan completion and is estimated to be \$16,277.86*. Estimated value is based on per acre land value for proposed Lots 1-4, based on the 2017 land valuation of the current parcel. This information was obtained from the records of the Pottawattamie County Assessor.

Parcel Number	Owner & Address	Land Valuation	Dwelling Valuation	Building Valuation	Total Valuation
754328300025	92 Investments, LLC	\$16,277.86*	\$0	\$0	\$16,277.86*

EXISTING ZONING AND PROPOSED LAND USE

The College Road Urban Revitalization Area is zoned R-3/Low Density Multi-Family Residential (pending) with a Planned Residential Overlay (pending). The R-3/Low Density Multi-Family District is intended and designed for development of medium density multi-family residential units. The Planned Residential Overlay is intended to provide flexibility in the use and design of structures and land in situations where conventional development may be inappropriate. The Overlay also permits projects that involve the mixture of commercial and residential uses.

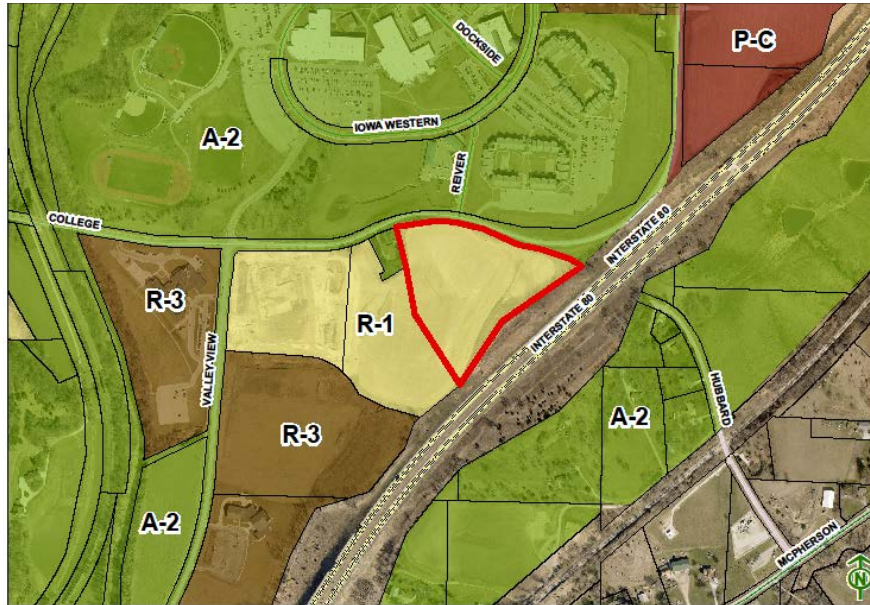
Surrounding zoning includes R-1 District to the west, R-3 District to the south and A-2 District to the north and east. Existing land uses abutting the proposed subdivision include Iowa Western Community College to the north, College View Elementary School and a church (under construction) to west, and New Horizons Presbyterian Church and a senior care and housing facility (under construction) to the south. An attached townhome development is proposed immediately to the west of the project site. The Bluffs Tomorrow: 2030 Future Land Use Plan designates the subject property as Rural Residential/Agricultural. Illustration 3 depicts the existing on-site and surrounding zoning.

A development proposal has been submitted by Immanuel Senior Housing for the construction of a multi-component project. The first phase of the project will include 56 units of senior independent living. The building will include a main lobby, community room, salon, manager's office and storage. Other residential support spaces including a community space on each floor and a wellness room and staff offices on the first floor, along with an activity room on the third floor. Future phases could include two additional buildings with similar programming. Associated parking and landscaping will also be provided with each phase of construction.

A more specific project narrative can be found in Attachment B.

College Road Urban Revitalization Plan

Illustration 3 – Zoning



PROPOSALS FOR IMPROVING OR EXPANDING CITY SERVICES

The proposed College Road Urban Revitalization Area will be served with all municipal services (sanitary sewer, water and storm sewer) and can be accessed by a dedicated roadway. A water main extension will be required. Electricity and gas service are also available to the project. The project is located adjacent to College Road Drive which is adequate to handle the additional traffic generated by this proposed project.

RELOCATION PROVISIONS

The College Road Urban Revitalization Area is currently undeveloped; therefore, the City will not displace any residential or non-residential tenants as a result of proposed improvements in the urban revitalization area.

OTHER PUBLIC ASSISTANCE

The developer is requesting property tax exemption. The developer has not requested any other public assistance.

APPLICABILITY AND TAX EXEMPTION SCHEDULE

1. Eligibility - The College Road Urban Revitalization Plan will apply to commercial and multi-family residential (12 or more units).

Both new construction and rehabilitation of existing structures will be eligible for tax abatement under the plan. Rehabilitation may include renovation of a structure to bring it

to code standards, remodeling and expansion. New construction of multi-family structures containing 12 or more units or the renovation of existing multi-family properties containing 3 or more units will also be eligible for property tax exemption under the plan.

2. Term - The term of this Plan shall be until December 31, 2035 or amended by City Council.

3. Commercial and Industrial

Ten Year - All eligible commercial and industrial real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements. The exemption is for a period of ten years. The amount of the partial exemption is equal to a percent of the actual value added by the improvements, determined as follows:

- a. For the first year, eighty percent.
- b. For the second year, seventy percent.
- c. For the third year, sixty percent.
- d. For the fourth year, fifty percent.
- e. For the fifth year, forty percent.
- f. For the sixth year, forty percent.
- g. For the seventh year, thirty percent.
- h. For the eighth year, thirty percent.
- i. For the ninth year, twenty percent.
- j. For the tenth year, twenty percent.

-OR-

Three Year - All eligible commercial and industrial real estate is eligible to receive a one hundred percent exemption from taxation on the actual value added by the improvements. The exemption is for a period of three years.

4. Multi-Family New Construction (12 or more units) - All eligible multi-family construction shall be eligible to receive a 100% exemption for a period of four years.

5. Multi-Family Rehabilitation (3 or more units) - All eligible multi-family rehabilitation projects shall be eligible to receive a 100% exemption for a period of ten years.

6. Improvements - Improvements shall include commercial and industrial rehabilitation and additions to existing structures as well as new construction on vacant land or on land with existing structures. Improvements involving multi-family projects shall include new construction of projects resulting in 12 or more units or the rehabilitation of existing multi-family projects containing 3 or more units (assessed as commercial property). In addition, all improvements must result in the following increases in value:

- For non-residential property, improvements must increase the actual value of the structure by at least 15%. If more than one building is located on the property, the 15% increase requirement applies only to the structure or structures upon which the improvements were made.

- For residential property, the improvement must increase the actual value of the structure by at least 10%.
- If no structures were located on the property prior to the improvements, any improvements may qualify.

7. Actual Value - Actual value added by the improvements means the actual value added as of the first year for which the exemption was received. However, if such construction was begun one year prior to the adoption by the City of a Plan of Urban Revitalization pursuant to Chapter 404 of the Iowa Code, the value added by such construction, shall not constitute an increase in value for purposes of qualifying for the exemptions listed in this section.

APPLICATION AND REVIEW PROCESS

Upon completion of all improvements made within the assessment year for which the exemption is first claimed, the owner shall use the following procedure to secure the tax exemption.

1. The applicant requests a conference with the Community Development Department to discuss applicability of the request to established policy and review the application process.
2. The applicant completes the required forms and submits them along with all required data by February 1st to the Community Development Department. As part of the acceptance procedure, the Community Development Department shall review the submission for completeness. If there is a deficiency, the Department shall notify the applicant within seven (7) days.
3. The Department shall review the application according to the following criteria: 1) conformance with the Urban Revitalization Plan; 2) a finding that the site is within a designated area; 3) a finding that the work has been completed within the time required to qualify for abatement in the assessment year; 4) a finding that the application is consistent with Chapter 404 of the Iowa Code; and 5) a finding that the application is consistent with all applicable city codes and ordinances.
4. Upon review of the application, the Community Development Department will prepare a recommendation and schedule the proposal for City Council consideration.
5. By resolution, the City Council will accept the application and improvements as consistent with the intent of this plan and state law.
6. The City Council will then direct the Community Development Department to transmit a copy of the case file to the Assessor's Office by March 1st as required by Chapter 404 of the Iowa Code.

Attachment B

Immanuel Senior Housing Council Bluffs, IA Project Overview

Sponsor/Developer:

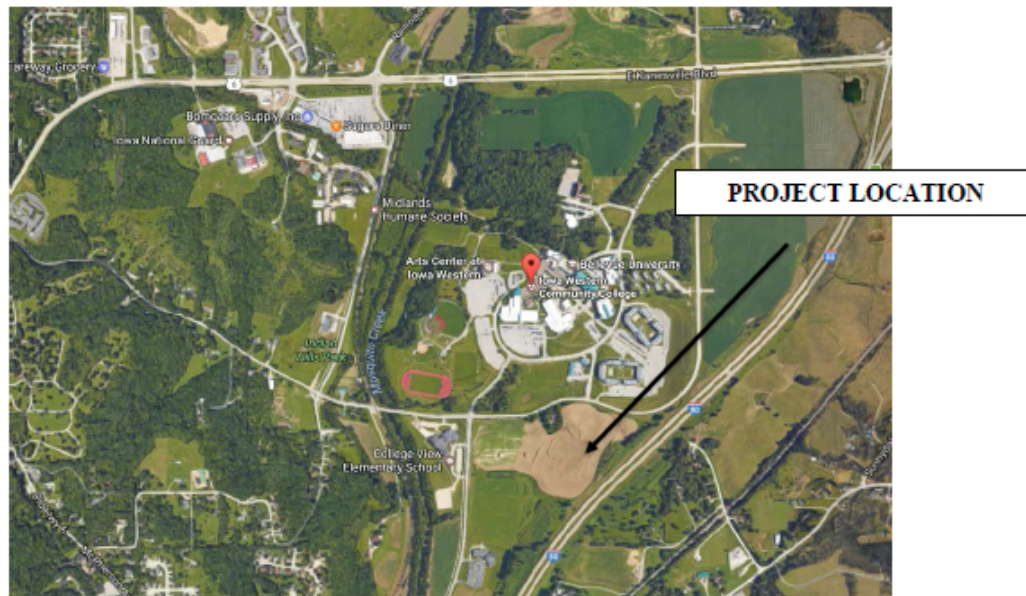
Immanuel
1044 North 115th Street, Ste. 500
Omaha, NE 68154
Scott Bear, V.P. of Finance & Accounting
402-829-2922
SBear@immanuel.com

Rhonda Distefano
V.P. of Construction, Facility Mgmt. & Environmental Services
402-829-2915
rdistefano@immanuel.com

Consultant:

Lightengale Group
140 S. Dearborn St., Suite 1500A
Chicago, IL 60603
Maggy Jares
312.999-9457
maggy@lightengalegroup.com

Map: Site is located south of the College Road and West of I-80, near the Iowa Western Community College campus



Immanuel Senior Housing
Council Bluffs, IA
Project Overview

Project Rendering



Property Description

<i>Address:</i>	South of College Road, and west of I-80, Council Bluffs, IA 51503; Pottawattamie County
<i>Census Tract:</i>	317.00
<i>Site:</i>	Site is 12.3 acres total of vacant land; project will use a portion of the overall site
<i>Building Area:</i>	56,700 SF
<i>Target Population:</i>	Independent Elderly, 55 and older

Building Description

<i>Construction Type:</i>	New construction
<i>Number of units:</i>	56
<i>ADA Accessible units:</i>	20
<i>Parking Spaces:</i>	70
<i>Common Area Amenities:</i>	Fitness/Wellness Room, Community Room, Salon, Activity Room

**Immanuel Senior Housing
Council Bluffs, IA
Project Overview**

Neighborhood Amenities

Within five miles of the site there are many places to shop, including a Walmart, Target, Kmart, and many other national retailers. Dining options include several diners as well as a Cracker Barrel, Olive Garden and other fast-casual options. The Council Bluffs Library, Council Bluffs Branch YMCA and Connections Area Agency on Aging (Connections) are within 4 miles of the site. Connections offers healthy living programs and case management services. The site is very close to the Iowa West Community College campus, which offers many personal enrichment courses such as arts and crafts, computers, dance, gardening, music, photography, recreation, weight loss and healthy cooking. The College's Arts Center has a full schedule of musicals, concerts and theatrical performances.

Timeline

Apply for Low Income Housing Tax Credits:	11/16/17
Finance Closing/Begin Construction:	10/1/2018
Construction Completion:	10/1/2019
100% Occupancy:	4/1/2020

Development Team

The owner has assembled an experienced development team. Each team member has vast LIHTC experience, and brings unique knowledge to the project. The team members are as follows:

Owner/Developer/Property Manager: Immanuel is an experienced developer, owner, manager of senior living communities including independent, assisted, memory support and long-term care housing. Immanuel has been serving the greater Omaha area for more than 125 years. Immanuel is a member of Lutheran Services in America (LSA), one of the largest health and human services networks in the country. The LSA network includes more than 300 members and touches the lives of 1 in 50 people each year in thousands of communities across the U.S. and the Caribbean.

There are thirteen people on Immanuel's executive team and the two main project contacts, Scott Bear and Rhonda Distefano each have extensive experience in finance, construction and management. Scott is the V.P. of Finance and Accounting and has a strong background in healthcare finance. He has nearly 13 years of experience in strategic, operational and financial planning and budgeting. He served on the board of (LFMA) Lutheran Financial Managers Association and is currently a member. Rhonda is the V.P. of Construction, Facilities Management and Environmental Services and has nearly 30 years of experience in commercial construction and is a past board member of Habitat for Humanity.

General Contractor: Lund-Ross Constructors Lund Ross Constructors is a local construction company established 35 years ago. They have built 54 projects, totaling over 2,400 units involving Low Income Housing Tax Credits in seven states, including Iowa. Their understanding of the process and demands of this project type are unparalleled in this market. LR has worked often in Council Bluffs, including recent housing projects, and has an excellent relationship with the city staff and local subcontractors. LR completed the Immanuel corporate offices renovation.

Architect: Holland Basham – the firm was established in 1989 and consists of 40 design professionals. This full-service design firm has experience in health care, education, hospitality, commercial, retail and

**Immanuel Senior Housing
Council Bluffs, IA
Project Overview**

Project Description:

Immanuel Senior Housing is a proposed fifty-six (56) unit new construction senior development (aged 55 and older) to be located near College Road and I-80 in Council Bluffs, Iowa. Immanuel's goal is to address an affordable housing shortage in Council Bluffs. Based on a recent market survey, the senior population is expected to increase through 2021, and approximately 57.6% of senior renter households have an annual income of less than \$30,000. There are at least three income-restricted senior properties in Council Bluffs. All three are fully occupied with low vacancy rates and long waitlists, signaling a shortage of affordable housing options for local seniors.

The project will consist of twenty-eight (28) one-bedroom units and twenty-eight (28) two-bedroom units. Units will be affordable to individuals between 30% AMI and 60% AMI, which means units will be affordable to seniors with annual incomes between \$15,750 and \$36,000. The proposed unit mix and rent schedule is as follows:

Unit Mix / Initial Rents

	<u>30% AMI</u>	<u>40% AMI</u>	<u>60% AMI*</u>	<u>Market Rate</u>	<u>Total</u>
1 Bedroom Units	3	9	13	3	28
1 BR Rent	\$400	\$530	\$700	\$700	
2 Bedroom Units	3	8	14	3	28
2 BR Rent	\$480	\$640	\$775	\$775	
Total Units	6	17	27	6	56

* Owner pays all utilities.

Unit and Site Amenities

Immanuel Senior Housing's design allows for an abundance of social space. The building's design includes the main lobby, community room, salon, manager's office and storage. Resident support spaces include additional community space on each floor, a wellness room and staff offices on the first floor and an activity room on the third floor. The building will also offer storage lockers and a trash/recycling room. At least thirty-five percent (35%) of the building will be fully accessible for those with physical disabilities. There is a second phase planned and there will be a no-smoking on the entire campus.

Units will be cable ready. All bedrooms and living rooms will have wall-to-wall carpet. Bathrooms will have ceramic tile and kitchens will have vinyl flooring. Appliances will include dishwasher, refrigerator/freezer, microwave, electric range/oven, fan/hood/light, and a stainless-steel sink. All units will have an in-unit washer and dryer. Windows will have faux wood blinds and kitchens will include wood cabinets and laminate counters. Bathrooms will include vertical grab bars in the bathtub/shower and lever door hardware throughout the unit.

The building will include automatic fire sprinklers, a fire alarm and smoke detectors. With regards to the interior paints, primers, adhesives, caulks and water heaters, the building will incorporate a variety of environmentally friendly products and features. Further, the building will also abide by strict green and energy efficiency standards, including a Home Energy Rating Systems (HERs) rating of 62 or less.

**Immanuel Senior Housing
Council Bluffs, IA
Project Overview**

Neighborhood Amenities

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Architect: Holland Basham – the firm was established in 1989 and consists of 40 design professionals. This full-service design firm has experience in health care, education, hospitality, commercial, retail and

ORDINANCE NO. 6310

AN ORDINANCE ESTABLISHING THE COLLEGE ROAD URBAN REVITALIZATION AREA WITHIN THE CITY OF COUNCIL BLUFFS.

- WHEREAS,** the City of Council Bluffs has the authority under Chapter 404 of the Code of Iowa to declare an area as an urban revitalization area to be known as the “College Road Urban Revitalization Area;” and
- WHEREAS,** the City of Council Bluffs is contemplating exercising said authority by designating an area legally described as proposed Lots 1-4, New Horizon Subdivision, Replat 2, City of Council Bluffs, Pottawattamie County, Iowa, as an urban revitalization area, thus allowing tax abatement for qualified projects; and
- WHEREAS,** this City Council of the City of Council Bluffs, Iowa, finds that the subject area is appropriate as an urban revitalization area as outlined in Sections 404.1(4) of the Iowa Code; and
- WHEREAS,** on September 11, 2017, the City Council passed a Resolution of Necessity and Intent to establish an urban revitalization area for the College Road Urban Revitalization Area, directing staff to prepare the required revitalization plan and a public hearing was set for October 23, 2017; and
- WHEREAS,** the Revitalization Plan has been written and packaged, notification sent to all the property owners and tenants affected and published notification has appeared in the daily newspaper; and
- WHEREAS,** at its October 10, 2017, meeting, the City Planning Commission reviewed the plan for the College Road Urban Revitalization Area and has forwarded its recommendation to this City Council.

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

SECTION 1. That the urban revitalization plan for the College Road Urban Revitalization Area, known as the "College Road Urban Revitalization Plan," attached hereto and made a part hereof, is hereby approved as to form and content.

SECTION 2. That the proposed College Road Urban Revitalization Area be and the same is hereby approved, pursuant to the proposed plan attached hereto and incorporated herein by this reference.

SECTION 3. EFFECTIVE DATE. That this ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

ADOPTED
AND
APPROVED , 2017

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

PUBLIC HEARING: 11/13/17

FIRST CONSIDERATION: 10/23/2017

SECOND CONSIDERATION: 11/13/17

THIRD CONSIDERATION: REQUEST TO WAIVE

Council Communication

Department: City Clerk
Case/Project No.: ZT-17-005
Submitted by: Chris Meeks

Ordinance 6311

Council Action: 11/13/2017

Description

Ordinance to amend Chapter 15.03 Definitions, by amending Section 15.03.595 "School" to include "Post-Secondary Schools".

Background/Discussion

The Community Development Department received a request of EQ School of Hair Design for a text amendment to Title 15 of the Municipal Code (Zoning Ordinance) to:

- Amend the definition of a "School", §15.03.595, to read: "School" means all schools, public or non-public, at all levels from prekindergarten level through grade twelve, which meet the requirements of the State Board of Public Instruction, and accredited schools that provide post-secondary education. Said "School" shall include the buildings and all land contiguous to said buildings.

The applicant has requested this amendment because they are interested in purchasing a new property to move their school to the new location. This text amendment would allow the school to operate in this location without requiring the property to be rezoned. The applicant notes that their school is recognized as a post-secondary school by the State of Iowa, and is nationally accredited through the National Accrediting Commission of Cosmetology Arts and Science.

The Zoning Ordinance currently defines a "School" as any school, public or nonpublic, at all levels from pre-kindergarten level through grade twelve (12), which meets the requirements of the State Board of Public Instruction, said school to include the buildings and all land contiguous to said buildings. "Post-secondary Schools" currently fall under the category of a "College or University", which is currently listed as a Conditional Use in the R-3 and R-4 Districts, and a Principal Use in the A-P, C-3, and C-4 Districts.

The approval of this text amendment would currently allow post-secondary schools to operate as a Principal Use in the R-1, R-2, R-3, R-4, A-P, C-1, C-2, and C-3 Districts. The school would be required to meet all applicable standards as set forth in the Zoning Ordinance.

All City departments and utility providers received a copy of the proposed text amendment. Council Bluffs Water Works and MidAmerican Energy Company responded that they have no objections to the request.

No other comments have been received.

Recommendation

The Community Development Department recommends approval of the request to include "accredited Post-Secondary Schools" under the definition of a "School". The definition of a "School" will become:

§15.03.595 School. "School" means all schools, public or non-public, at all levels from prekindergarten level through grade twelve, which meet the requirements of the State Board of Public Instruction, and accredited schools that provide post-secondary education. Said "School" shall include the buildings and all land contiguous to said buildings.

Public Hearing

Speakers in favor:

- 1. Craig Mead, 536 West Broadway, Council Bluffs, IA 51503

Speakers against: None

Planning Commission Recommendation

The Planning Commission recommends approval of the request to include “accredited Post-Secondary Schools” under the definition of a “School”. The definition of a “School” will become:

§15.03.595 School. "School" means all schools, public or non-public, at all levels from prekindergarten level through grade twelve, which meet the requirements of the State Board of Public Instruction, and accredited schools that provide post-secondary education. Said “School” shall include the buildings and all land contiguous to said buildings.

VOTE: AYE 6 NAY 0 ABSTAIN 0 ABSENT 5 Motion: Carried

ATTACHMENTS:

Description	Type	Upload Date
ZT-17-005 Post Secondary Schools 15.03.595 PH Notice (11-13-17) (10-13-17) CC	Resolution	10/13/2017
ZT-17-005 Post Secondary Schools 15.03.595 Proposed Text Amendment Attach A (10-23-17) CC	Resolution	10/13/2017
Ordinance 6311	Ordinance	10/17/2017

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

A public hearing is to be held by the City Council of the City of Council Bluffs, Iowa, on the 13th day of November, 2017 at 7:00 p.m. 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.

The hearing is in regards to the City's intent to amend §15.03.595, the definition for 'School' to include 'post-secondary schools' in the Municipal Code (Zoning Ordinance) of Council Bluffs, Iowa.

Jodi Quakenbush, City Clerk

Attachment A

Proposed Text Amendment

15.03.595 School. "School" means all schools, public or non-public, at all levels from prekindergarten level through grade twelve, which meet the requirements of the State Board of Public Instruction, and accredited schools that provide post-secondary education. Said "School" shall include the buildings and all land contiguous to said buildings.

ORDINANCE NO. 6311

AN ORDINANCE TO AMEND CHAPTER 15.03 DEFINITIONS OF THE 2015 MUNICIPAL CODE (ZONING ORDINANCE) OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 15.03.595 “SCHOOL” TO INCLUDE “POST-SECONDARY SCHOOLS”.

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

SECTION 1. That Chapter 15.03 “Definitions” of the 2015 Municipal Code of Council Bluffs, Iowa, be and the same is hereby amended by amending Section 15.03.595 “School” to include “post-secondary schools” by reading as follows:

15.03.595-School.

"School" means all schools, public or non-public, at all levels from prekindergarten level through grade twelve, which meet the requirements of the State Board of Public Instruction, and accredited schools that provide post-secondary education. Said “School” shall include the buildings and all land contiguous to said buildings.

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 2017.

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

First Consideration: 10/23/17
Second Consideration: 11/13/17
Public Hearing: 11/13/17
Third Consideration: _____

Council Communication

Department: City Clerk

Case/Project No.:

Submitted by: Pat Miller, Public

Works Operations Director

Ordinance 6313

Council Action: 11/13/2017

Description

Ordinance to amend Title 9 Traffic, Chapter 9.88 Speed Regulations, by amending Section 9.88.080 Schedule of posted streets.

Background/Discussion

Proposed changes to Title 9 are to update speed limits of posted streets as recommended by the city's traffic division.

19th Street from Veteran's Memorial Highway to Gifford Road is a new street with no established speed limit. The speed limit of 25 mph is proposed to maintain consistency with the 25 mph speed limit of Gifford Road.

23rd Avenue east of the South Expressway is a new street with no established speed limit. The proposed 35 mph speed limit is appropriate for the adjacent land use and street characteristics.

The one-half mile section of Harry Langdon Boulevard from 29th Avenue to Highway 92 has a current speed limit of 45 mph. The speed limit of Harry Langdon Boulevard north of 29th Avenue is 40 mph and the speed limit of Harry Langdon Boulevard south of Highway 92 is 35 mph. The proposed change reduces the current speed limit of Harry Langdon Boulevard from 29th Avenue to Highway 92 from 45 mph to 40 mph to be more consistent with the speed limits of the other two sections of Harry Langdon Boulevard.

The elimination of the references to State Highway 192 and US Highway 6 are proposed due to the recent transfers of jurisdiction of these highways to the City of Council Bluffs.

Other proposed changes include making minor corrections of previous errors and omissions as well as formatting adjustments.

Recommendation

Approval of the ordinance changes.

ATTACHMENTS:

Description	Type	Upload Date
Relined proposed changes	Other	10/13/2017
Ordinance 6313	Ordinance	10/17/2017

9.88.080 - Schedule of posted streets.

The speed limits set forth opposite the street named in the schedule of posted streets constituting a portion of this section are the maximum lawful speeds at which motor vehicles and motorcycles shall be operated thereon. The speed limits being established are at the recommendation of the city's traffic engineer, based upon engineering studies conducted in connection therewith.

Name of Streets	From	To	Speed Limit
Bennett Avenue	Madison Avenue	McPherson Avenue	35 mph
Big Lake Park Road	North 8th Street	North 16th Street	25 mph
Bluff Street	9th Avenue	Pierce Street	25 mph
College Road (east)	East Kanesville Blvd. (US Hwy 6)	Valley View Drive	35 mph
College Road (west)	East Kanesville Blvd.	Valley View Drive	25 mph
Commanche Street <u>Street</u>	Piute <u>Street</u>	Navajo <u>Street</u>	25 mph
DeLong Avenue	North 8th Street	Marshall Avenue	25 mph
East Broadway	South 1st Street	Kimball Street	25 mph
East Manawa Drive	250' North of Wallace <u>Avenue</u>	South Shore Drive	35 mph
East Manawa Drive	2,900' South of Hwy 275/92	250' North of Wallace <u>Avenue</u>	45 mph
East Pierce Street	North Avenue	McPherson Avenue	35 mph
East Pierce Street	South 1st Street	North Avenue	30 mph
Eastern Hills Drive	State Orchard Road	North Larchmont Drive	35 mph
Elliot Street	North Broadway	Marshall Avenue	25 mph

Franklin Avenue	Lincoln Avenue	Bennett Avenue	25 mph
Franklin Avenue	Valley View Drive	Stevens Road	40 mph
Franklin Avenue	Stevens Road	Forest Glen Drive	40 mph
Gifford Road	South 24th Street	5600' South of 24th Street	25 mph
Gifford Road	5,600' South of 24th Street	6401 Gifford Road (Water Works Plant)	45 mph
Gifford Road	6401 Gifford Road (Water Works Plant)	South 35th Street	25 mph
Greenview Drive Road	Valley View Drive	Longview Drive	35 mph
Harrison Street	East Kanesville Blvd. (US Hwy 6)	Morgan Street	30 mph
Indian Hills Road	McPherson Avenue	College Road	25 mph
Harry Langdon Blvd.	16th Avenue	2,500' south of 16th Avenue	35 mph
Harry Langdon Blvd.	1,500' south of 16th Avenue	29th Avenue Hwy 275/92	40 mph
Harry Langdon Blvd.	29th Avenue	Hwy 275/92	45 mph
Harry Langdon Blvd.	Hwy 92	South East C City L imits	35 mph
Lew Ross Road	15th Street	11th Street	35 mph
West Kanesville Blvd. (US Hwy 6)	8th Street	Ridge Street	35 mph
East Kanesville Blvd. (US Hwy 6)	Ridge Street	College Road (west)	40 mph
East Kanesville Blvd. (US Hwy 6)	College Road (west)	Railroad Hwy.	45 mph
East Kanesville Blvd. (US Hwy 6)	Railroad Hwy.	East city limits	55 mph

Lincoln Avenue	Park Lane	East Pierce	25 mph
Madison Avenue	South 1st Street	Palmer Avenue	30 mph
Madison Avenue	Palmer Avenue	Bennett Avenue	35 mph
Main Street	West Kanesville Blvd. (US Hwy 6)	16th Avenue	25 mph
Mall Drive	Bennett Avenue	Valley View Drive	30 mph
McPherson Avenue	East Pierce Street	Valley View Drive	35 mph
McPherson Avenue	Valley View Drive	East city limits	35 mph
Nash Blvd.	North 16th St. (IA Hwy 192)	North 24th Street	40 mph
Nash Blvd.	North 24th Street	North 25th Street	30 mph
Navajo Street	Commanche Street	Shore Acres Road	25 mph
Navajo Street	Shore Acres Road	Power Plant	35 mph
Nebraska Avenue	South 35th Street	23rd Avenue	25 mph
Nebraska Avenue	South 35th Street	River Road	35 mph
North Broadway	East Kanesville Blvd. (US Hwy 6)	North city limits	35 mph*
Pearl Street	West Broadway	7th Avenue	25 mph
Piute Street	US Hwy 275/IA Hwy 92	Commanche Street	35 mph
Railroad Avenue	East Kanesville Blvd.	College Road	35 mph
Railroad Hwy.	East Kanesville Blvd. (US Hwy 6)	North city limits	45 mph

Richard Downing Avenue	South 24th Street	West to end	35 mph
River Road	North Park Entrance	Nebraska Avenue	35 mph
Simms Avenue	East Kanesville Blvd.	Spencer Avenue	30 mph
South Avenue	Harry Langdon Blvd.	Harry Langdon Blvd.	30 mph
South Expressway	Interstate 80	US Hwy 275/IA Hwy 92	35 mph
Twin City Drive	US Hwy 275/IA Hwy 92	Richard Downing Avenue	25 mph
Valley View Drive	2,300' north of Hwy 92	McPherson Avenue	35 mph
Valley View Drive	2,300' north of Hwy 92	Hwy 92	40 mph
Valley View Drive	McPherson Avenue	College Road	35 mph
West Broadway - (US Hwy 6)	8th Street	36th Street	35 mph
West Broadway	Kanesville - (US Hwy 6) West Link	South 1st Street	25 mph
West Pierce Street	South 1st Street	Bluff Street	30 mph
Woodbury Avenue	Harry Langdon Blvd.	2,000' east to curve	30 mph
Woodbury Avenue	Madison Avenue	2,500' south to curve	35 mph
State and Federal Highways (Moved North 16 th and South Expressway to other categories.)			
North 16th Street- (IA Hwy 192 Northbound)	Big Lake Road	Interstate 29	55 mph
North 16th Street- (IA Hwy 192 Southbound)	Big Lake Road	Interstate 29	45 mph
North 16th Street- (IA Hwy 192)	Big Lake Road	Avenue "P"	45 mph

North 16th Street (IA Hwy 192)	Avenue "P"	Avenue "G"	40 mph
North 16th Street (IA Hwy 192)	Avenue "G"	West Broadway -(US Hwy 6)	35 mph**
South Expressway (IA Hwy 192)	1,000' south of 6th Avenue	Interstate 80	45 mph
South Expressway (IA Hwy 192)	6th Avenue	1,000' south of 6th Avenue	35 mph
IA Hwy 92	Harry Langdon Blvd.	East city limits	50 mph
US Hwy 6	(See Kaneshville and West Broadway)		
US Hwy 275/IA Hwy 92	Harry Langdon Blvd.	1,365' east of South Expressway	50 mph
US Hwy 275/IA Hwy 92	1,365' east of South Expressway	365' east of South 15th Street	40 mph
US Hwy 275/IA Hwy 92	365' east of South 15th Street	West city limits	50 mph
Interstates			
Interstate 29	South city limits	North city limits	55 mph
Interstate 80	East city limits	Valley View Drive	65 mph
Interstate 80	Valley View Drive	West city limits	55 mph
Interstate 480	36th Street	West city limits	50 mph
Minor Streets with Modified Speed Limits			
Aztec Street	Huron Circle	Huron Circle	15 mph
Black Hawk Street	Huron Circle	Huron Circle	15 mph
Huron Circle (entire length)	Osage Street	Osage Street	15 mph

North Shore Drive	Commanche <u>Street</u>	Apache Street	15 mph
Osage <u>Street</u>	Huron Circle	Huron Circle	15 mph
Pickard Lane	Navajo <u>Street</u>	Navajo <u>Street</u>	15 mph
Shore Acres Road	Navajo <u>Street</u>	Navajo <u>Street</u>	15 mph
Victor <u>Street</u>	Pickard Lane	Black Hawk <u>Street</u>	15 mph
Lettered Avenues			
Avenue "A"	North 16th Street	North 37th Street	30 mph
Avenue "B"	North 8th Street	North 37th Street	30 mph
Avenue "G"	North 16th Street	North 35th Street	30 mph
Numbered Avenues and Streets			
Second Avenue	South 16th Street	South 37th Street	30 mph
Fifth Avenue	South Main Street	South 35th Street	30 mph
Ninth Avenue	South 3rd Street	South 37th Street	30 mph***
16th Avenue	South 8th Street	South 16th Street	30 mph
23rd Avenue	South Expressway	29th Avenue	35 mph
23rd Avenue	South Expressway (IA Hwy 192)	South 13th Street	30 mph
23rd Avenue	South 13th Street	24th Street	35 mph
23rd Avenue	24th Street	Nebraska Avenue	40 mph
29th Avenue	33rd Street	1,840' east of MAC Blvd.	35 mph

32nd Avenue	South Expressway (IA Hwy 192)	South 11th Street	30 mph
32nd Avenue	South Expressway (IA Hwy 192)	Manawa Centre Drive	25 mph
34th Avenue	South 21st Street	South 24th Street	25 mph
34th Avenue	South Expressway	South 11th Street	35 mph
35th Avenue	South Expressway	Metro Drive	25 mph
North 8th Street	Parkwild Drive	Big Lake Road	35 mph
North 25th St. Extension	North 25th Street	North city limits	35 mph
North 35th Street	West Broadway (US Hwy 6)	Avenue "I"	30 mph
South 1st Street	Pierce Street	Madison Avenue	30 mph
South 3rd Street	9th Avenue	16th Avenue	35 mph
South 6th Street	7th Avenue	West Broadway (US Hwy 6)	25 mph
South 7th Street	16th Avenue	West Broadway (US Hwy 6)	25 mph
South 7th Street	16th Avenue	23rd Avenue	30 mph
South 7th Street	23rd Avenue	29th Avenue	25 mph
South 11th Street	US Hwy 275/IA Hwy 92	32nd Avenue	35 mph
South 16th Street	West Broadway (US Hwy 6)	16th Avenue	30 mph
South 16th Street	16th Avenue	23rd Avenue	45 mph
South 19 th Street	US Hwy 275/IA Hwy 92	Gifford Road	25 mph
South 24th Street	US Hwy 275/IA Hwy 92	Interstate 29/I-80	40 mph

South 24th Street	Interstate 80	23rd Avenue	35 mph
Mid America Drive	23rd Avenue	29th Avenue	35 mph
South 35th Street	14th Avenue	West Broadway -(US Hwy 6)	30 mph
South 35th Street	14th Avenue	Nebraska Avenue	40 mph
South 35th Street	John Street	US Hwy 275/IA Hwy 92	25 mph
South 35th Street	Gifford Road	Veteran's Memorial Highway	45 mph

* 25 mph in school zones during school hours and when children are present.

~~** 35 mph in school zones during school hours and when children are present. (This was an error – should have been 25 mph.)~~

~~*** 20 mph in school zones during school hours and when children are present (from 28th Street to 400' west of 32nd Avenue). (9th Ave School Zone no longer exists.)~~

(Ord. 5837, 2005; Ord. 5511 § 1, 2000).

(Ord. No. 6234, § 1, 6-8-2015).

ORDINANCE NO. 6313

ORDINANCE TO AMEND TITLE 9 TRAFFIC, CHAPTER 9.88 SPEED REGULATIONS OF THE 2016 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY AMENDING SECTION 9.88.080 - SCHEDULE OF POSTED STREETS.

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

SECTION 1. That Chapter 9.88 “Speed Regulations” of the 2016 Municipal Code of Council Bluffs, Iowa, is hereby amended by amending Section 9.88.080 to read as follows:

9.88.080 - Schedule of posted streets.

The speed limits set forth opposite the street named in the schedule of posted streets constituting a portion of this section are the maximum lawful speeds at which motor vehicles and motorcycles shall be operated thereon. The speed limits being established are at the recommendation of the city's traffic engineer, based upon engineering studies conducted in connection therewith.

Name of Streets	From	To	Speed Limit
Bennett Avenue	Madison Avenue	McPherson Avenue	35 mph
Big Lake Park Road	North 8th Street	North 16th Street	25 mph
Bluff Street	9th Avenue	Pierce Street	25 mph
College Road (east)	East Kanesville Blvd.	Valley View Drive	35 mph
College Road (west)	East Kanesville Blvd.	Valley View Drive	25 mph
Comanche Street	Piute Street	Navajo Street	25 mph
DeLong Avenue	North 8th Street	Marshall Avenue	25 mph
East Broadway	South 1st Street	Kimball Street	25 mph
East Kanesville Blvd.	Ridge Street	College Road (west)	40 mph
East Kanesville Blvd.	College Road (west)	Railroad Hwy.	45 mph
East Kanesville Blvd.	Railroad Hwy.	East city limits	55 mph
East Manawa Drive	250' North of Wallace Avenue	South Shore Drive	35 mph
East Manawa Drive	2,900' South of Hwy 275/92	250' North of Wallace Avenue	45 mph
East Pierce Street	North Avenue	McPherson Avenue	35 mph
East Pierce Street	South 1st Street	North Avenue	30 mph

Eastern Hills Drive	State Orchard Road	North Larchmont Drive	35 mph
Elliot Street	North Broadway	Marshall Avenue	25 mph
Franklin Avenue	Lincoln Avenue	Bennett Avenue	25 mph
Franklin Avenue	Valley View Drive	Stevens Road	40 mph
Franklin Avenue	Stevens Road	Forest Glen Drive	40 mph
Gifford Road	South 24th Street	5600' South of 24th Street	25 mph
Gifford Road	5,600' South of 24th Street	6401 Gifford Road (Water Works Plant)	45 mph
Gifford Road	6401 Gifford Road (Water Works Plant)	South 35th Street	25 mph
Greenview Road	Valley View Drive	Longview Drive	35 mph
Harrison Street	East Kanesville Blvd.	Morgan Street	30 mph
Harry Langdon Blvd.	16th Avenue	2,500' south of 16th Avenue	35 mph
Harry Langdon Blvd.	1,500' south of 16th Avenue	Hwy 275/92	40 mph
Harry Langdon Blvd.	Hwy 92	South East city limits	35 mph
Indian Hills Road	McPherson Avenue	College Road	25 mph
Lew Ross Road	15th Street	11th Street	35 mph
Lincoln Avenue	Park Lane	East Pierce	25 mph
Madison Avenue	South 1st Street	Palmer Avenue	30 mph
Madison Avenue	Palmer Avenue	Bennett Avenue	35 mph
Main Street	West Kanesville Blvd.	16th Avenue	25 mph
Mall Drive	Bennett Avenue	Valley View Drive	30 mph
McPherson Avenue	East Pierce Street	Valley View Drive	35 mph
McPherson Avenue	Valley View Drive	East city limits	35 mph
Mid America Drive	23rd Avenue	29th Avenue	35 mph
Nash Blvd.	North 16th St.	North 24th Street	40 mph
Nash Blvd.	North 24th Street	North 25th Street	30 mph
Navajo Street	Comanche Street	Shore Acres Road	25 mph
Navajo Street	Shore Acres Road	Power Plant	35 mph
Nebraska Avenue	South 35th Street	23rd Avenue	25 mph
Nebraska Avenue	South 35th Street	River Road	35 mph
North Broadway	East Kanesville Blvd.	North city limits	35 mph*
Pearl Street	West Broadway	7th Avenue	25 mph
Piute Street	US Hwy 275/IA Hwy 92	Comanche Street	35 mph

Railroad Avenue	East Kanesville Blvd.	College Road	35 mph
Railroad Hwy.	East Kanesville Blvd.	North city limits	45 mph
Richard Downing Avenue	South 24th Street	West to end	35 mph
River Road	North Park Entrance	Nebraska Avenue	35 mph
Simms Avenue	East Kanesville Blvd.	Spencer Avenue	30 mph
South Avenue	Harry Langdon Blvd.	Harry Langdon Blvd.	30 mph
South Expressway	1,000' south of 6th Avenue	Interstate 80	45 mph
South Expressway	6th Avenue	1,000' south of 6th Avenue	35 mph
South Expressway	Interstate 80	US Hwy 275/IA Hwy 92	35 mph
Twin City Drive	US Hwy 275/IA Hwy 92	Richard Downing Avenue	25 mph
Valley View Drive	2,300' north of Hwy 92	McPherson Avenue	35 mph
Valley View Drive	2,300' north of Hwy 92	Hwy 92	40 mph
Valley View Drive	McPherson Avenue	College Road	35 mph
West Broadway	8th Street	36th Street	35 mph
West Broadway	Kanesville West Link	South 1st Street	25 mph
West Kanesville Blvd.	8th Street	Ridge Street	35 mph
West Pierce Street	South 1st Street	Bluff Street	30 mph
Woodbury Avenue	Harry Langdon Blvd.	2,000' east to curve	30 mph
Woodbury Avenue	Madison Avenue	2,500' south to curve	35 mph
State and Federal Highways			
IA Hwy 92	Harry Langdon Blvd.	East city limits	50 mph
US Hwy 275/IA Hwy 92	Harry Langdon Blvd.	1,365' east of South Expressway	50 mph
US Hwy 275/IA Hwy 92	1,365' east of South Expressway	365' east of South 15th Street	40 mph
US Hwy 275/IA Hwy 92	365' east of South 15th Street	West city limits	50 mph
Interstates			
Interstate 29	South city limits	North city limits	55 mph
Interstate 80	East city limits	Valley View Drive	65 mph
Interstate 80	Valley View Drive	West city limits	55 mph
Interstate 480	36th Street	West city limits	50 mph
Minor Streets with Modified Speed Limits			
Aztec Street	Huron Circle	Huron Circle	15 mph

Black Hawk Street	Huron Circle	Huron Circle	15 mph
Huron Circle (entire length)	Osage Street	Osage Street	15 mph
North Shore Drive	Comanche Street	Apache Street	15 mph
Osage Street	Huron Circle	Huron Circle	15 mph
Pickard Lane	Navajo Street	Navajo Street	15 mph
Shore Acres Road	Navajo Street	Navajo Street	15 mph
Victor Street	Pickard Lane	Black Hawk Street	15 mph
Lettered Avenues			
Avenue "A"	North 16th Street	North 37th Street	30 mph
Avenue "B"	North 8th Street	North 37th Street	30 mph
Avenue "G"	North 16th Street	North 35th Street	30 mph
Numbered Avenues and Streets			
Second Avenue	South 16th Street	South 37th Street	30 mph
Fifth Avenue	South Main Street	South 35th Street	30 mph
Ninth Avenue	South 3rd Street	South 37th Street	30 mph
16th Avenue	South 8th Street	South 16th Street	30 mph
23rd Avenue	South Expressway	29th Avenue	35 mph
23rd Avenue	South Expressway	South 13th Street	30 mph
23rd Avenue	South 13th Street	24th Street	35 mph
23rd Avenue	24th Street	Nebraska Avenue	40 mph
29th Avenue	33rd Street	1,840' east of MAC Blvd.	35 mph
32nd Avenue	South Expressway	South 11th Street	30 mph
32nd Avenue	South Expressway	Manawa Centre Drive	25 mph
34th Avenue	South 21st Street	South 24th Street	25 mph
34th Avenue	South Expressway	South 11th Street	35 mph
35th Avenue	South Expressway	Metro Drive	25 mph
North 8th Street	Parkwild Drive	Big Lake Road	35 mph
North 16th Street (Northbound)	Big Lake Road	Interstate 29	55 mph
North 16th Street (Southbound)	Interstate 29	Big Lake Road	45 mph
North 16th Street	Big Lake Road	Avenue "P"	45 mph
North 16th Street	Avenue "P"	Avenue "G"	40 mph

North 16th Street	Avenue "G"	West Broadway	35 mph*
North 25 th Street Extension	North 25 th Street	North city limits	35 mph
North 35 th Street	West Broadway	Avenue "I"	30 mph
South 1st Street	Pierce Street	Madison Avenue	30 mph
South 3rd Street	9th Avenue	16th Avenue	35 mph
South 6th Street	7th Avenue	West Broadway	25 mph
South 7th Street	16th Avenue	West Broadway	25 mph
South 7th Street	16th Avenue	23rd Avenue	30 mph
South 7th Street	23rd Avenue	29th Avenue	25 mph
South 11th Street	US Hwy 275/IA Hwy 92	32nd Avenue	35 mph
South 16th Street	West Broadway	16th Avenue	30 mph
South 16th Street	16th Avenue	23rd Avenue	45 mph
South 19 th Street	US Hwy 275/IA Hwy 92	Gifford Road	25 mph
South 24th Street	US Hwy 275/IA Hwy 92	Interstate 29/I-80	40 mph
South 24th Street	Interstate 80	23rd Avenue	35 mph
South 35th Street	14th Avenue	West Broadway	30 mph
South 35th Street	14th Avenue	Nebraska Avenue	40 mph
South 35th Street	John Street	US Hwy 275/IA Hwy 92	25 mph
South 35th Street	Gifford Road	Veteran's Memorial Highway	45 mph

* 25 mph in school zones during school hours and when children are present.

(Ord. 5837, 2005; Ord. 5511 § 1, 2000).

(Ord. No. 6234, § 1, 6-8-2015).

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 _____, 2017.
APPROVED

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

First Consideration: 10/23/17
Second Consideration: 11/13/17
Public Hearing: N/A
Third Consideration: _____

Council Communication

Department: Public Works Admin
Case/Project No.: PW18-16A
Submitted by: Matthew Cox, City
Engineer

Resolution 17-248

Council Action: 11/13/2017

Description

Resolution authorizing the Mayor to execute Iowa Department of Transportation Federal Aid Agreement No. 04-18-HDP-5 for the Steven Road East Construction. Project # PW18-16A.

Background/Discussion

In January of 2016, a Record of Decision was signed for the Eastern Hills Drive project. This completed a 7-year process for the documentation required to comply with the National Environmental Policy Act (NEPA).

The project will improve the transportation network in eastern Council Bluffs by completing Eastern Hills Drive between US Highway 6 and Iowa Highway 92, while providing improved connections to developments along Greenview Road, Steven Road, and Cottonwood Road. The continuity for the local transportation system will support future land development, increases the capacity of existing roads to accommodate traffic demands and improves emergency access.

This segment proposed for construction is Cedar Lane from 900 ft. west of Eastern Hills Drive to 2,200 feet west on existing alignment and then 2,300 feet southwest on new alignment to State Orchard Road. A 10 foot wide paved trail will be included on the south side of Cedar Lane\Steven Road.

The project received Federal funding from a \$3.5M appropriation and \$10.2M in earmarks. The funding agreement authorizes Iowa DOT to administer the project and is necessary to utilize the Federal funds, which support 80% of the improvement costs. The remaining 20% will be shared by the City of Council Bluffs and Pottawattamie County. The City's match will be paid using sales tax funds.

The estimated project cost for this portion of Cedar Lane and Steven Road is \$3,430,000 and includes right-of-way acquisitions, construction, and construction engineering.

Future segments of the project will also include STP funding. The total project cost for all phases is expected to be approximately \$25M.

The project is scheduled to be let in 2018.

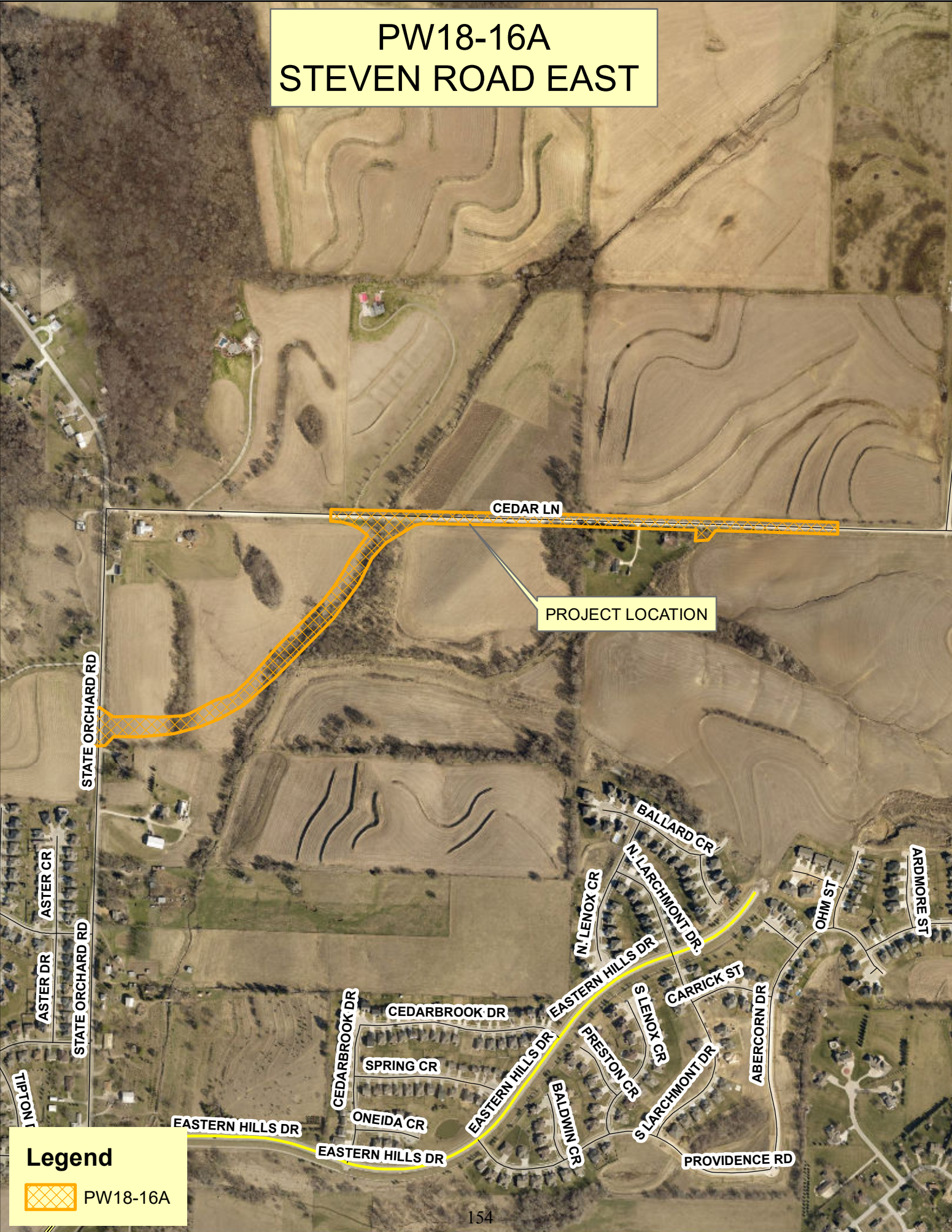
Recommendation

Approval of this resolution.

ATTACHMENTS:


Description	Type	Upload Date
Map	Map	11/1/2017
Agreement	Agreement	11/1/2017
Resolution 17-248	Resolution	11/8/2017

PW18-16A STEVEN ROAD EAST



PROJECT LOCATION

Legend

 PW18-16A

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement for a Non-Primary Highway Project**

Recipient: Council Bluffs

Project Number(s): HDP-1642(677)—71-78

Iowa DOT Agreement Number: 04-18-HDP-5

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the city of Council Bluffs, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44, provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. Federal regulations require Federal funds to be administered by the Department.

The United States Congress has provided Federal funding for this project described below from the High Priority Projects (HPP) program. These funds are hereinafter referred to as HPP funds.

Pursuant to the terms of this agreement and applicable statutes, the Department agrees to provide the funding named above to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be the District 4 Local Systems Engineer. The Recipient's contact person shall be the Public Works Director.
3. The Recipient shall be responsible for the development and completion of the following described project:

In the city of Council Bluffs, Cedar lane: beginning 900 feet west of Eastern Hills Drive, thence west 2200 feet, thence 2300 feet southwest on new alignment to State Orchard Road.

4. SAFTEA-LU set a total upper limit of \$1,200,000 in HPP funds for this project (Demo I.D. IA 089, HP 1631); \$6,000,000 in HPP funds for this project (Demo I.D. IA 108, HP 4003); and \$3,000,000 in HPP funds for this project (Demo I.D. IA 124, HP 4019). Beginning with Federal Fiscal Year (FFY) 2005, and continuing through FFY 2009, 20% of this total will be allocated each year. However, after each year's allocation is distributed, the actual amount of HPP funds available for obligation (and consequently, reimbursement) will be limited by the amount of obligation authority made available each year by Congress, or the total amount of obligation authority accumulated to date. Therefore, the portion of the project costs reimbursed with HPP funds shall be limited to a maximum of either 80% of eligible costs (other than those costs reimbursed with other Federal funds) or the total amount of obligation authority, whichever is less.
5. The Recipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
6. The Recipient shall let the project for bids through the Department.
7. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
8. It is the intent of both parties that no third party beneficiaries be created by this agreement.
9. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.

10. This agreement and the attached exhibits constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

City of Council Bluffs:

By _____ Date _____, _____

Title _____

I, _____, certify that I am the City Clerk of Council Bluffs, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the city on the _____ day of _____, _____.

Signed _____ Date _____, _____

City Clerk of Council Bluffs, Iowa

Iowa Department of Transportation:

Highway Division

By _____ Date _____, _____

Vince Ehlert, P.E.
District 4 Local Systems Engineer

EXHIBIT 1

General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements which includes the requirement to provide a copy of the Recipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by 49 CFR 18.26, the Recipient is responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-7507) and Subpart F of 2 CFR 200. Subpart F of 2 CFR 200 stipulates that non-Federal entities expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 3.710, DBE Guidelines.

iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.310, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.810, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 225. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient. If approved, the approved indirect cost rate shall be incorporated by means of an amendment to this agreement.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.305, Federal-aid Participation in Consultant Costs.

- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.105, Concept Statement Instructions; 3.110, Environmental Data Sheet Instructions; 3.112, FHWA Environmental Concurrence Process; and 3.114, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 3.120, Farmland Protection Policy Act Guidelines.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 3.130, 404 Permit Process; 3.140, Storm Water Permits; 3.150, Highway Improvements in the Vicinity of Airports or Heliports; and 3.160, Asbestos Inspection, Removal and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.605, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Iowa DOT Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding

reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.505, Check and Final Plans and I.M. 3.510, Check and Final Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 3.730, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 3.720, Local Letting Process, Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 3.750, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.

- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Recipient shall follow the procedures in I.M. 3.805, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

10. Project Close-out.

- a. Within 30 days of completion of construction and/or other activities authorized by this agreement, the Recipient shall provide the completed pre-audit checklist to the Department and request a final audit, in accordance with the procedures in I.M. 3.910, Final Review, Audit, and Close-out Procedures for Federal-aid Projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer or architect, as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized

representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.

- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

**RESOLUTION
NO 17-248**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE IOWA DEPARTMENT OF TRANSPORTATION
FEDERAL AID AGREEMENT NO. 04-18-HDP-5
IN CONNECTION WITH THE
STEVEN ROAD EAST CONSTRUCTION
PROJECT #PW18-16A**

- WHEREAS, the City wishes to make improvements known as the Steven Road East Construction within the city, as therein described; and
- WHEREAS, Iowa Department of Transportation has submitted a federal aid agreement for said improvements; and
- WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized and directed to execute a federal aid agreement with Iowa Department of Transportation in connection with Steven Road East Construction.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 17-249

Council Action: 11/13/2017

Description

Resolution authorizing the use of eminent domain for the East Beltway Project.

Background/Discussion

In January of this year, a Record of Decision was signed for the Eastern Hills Drive project. This completed a 7-year process for the documentation required to comply with the National Environmental Policy Act (NEPA).

The project will improve the transportation network in eastern Council Bluffs by completing Eastern Hills Drive between US Highway 6 and Iowa Highway 92, while providing improved connections to developments along Greenview Road, Steven Road, and Cottonwood Road. The continuity for the local transportation system will support future land development, increases the capacity of existing roads to accommodate traffic demands and improves emergency access.

Right-of-way authorization was approved September 26, 2016 with Resolution No. 16-246.

The property at 20777 Greenview Road is located near the intersection of Greenview and State Orchard and is in conflict with the proposed improvements.

The property was appraised as a total acquisition, however during the relocation study phase the house experienced a fire in May 2017. The City had not yet presented an offer for purchase.

A revised appraisal was completed to purchase only the land. The certified appraiser determined the land value to be \$12,700, which was confirmed by a review appraiser. The subject site has several challenges, including no public sewer and being located in the 100-year flood hazard area.

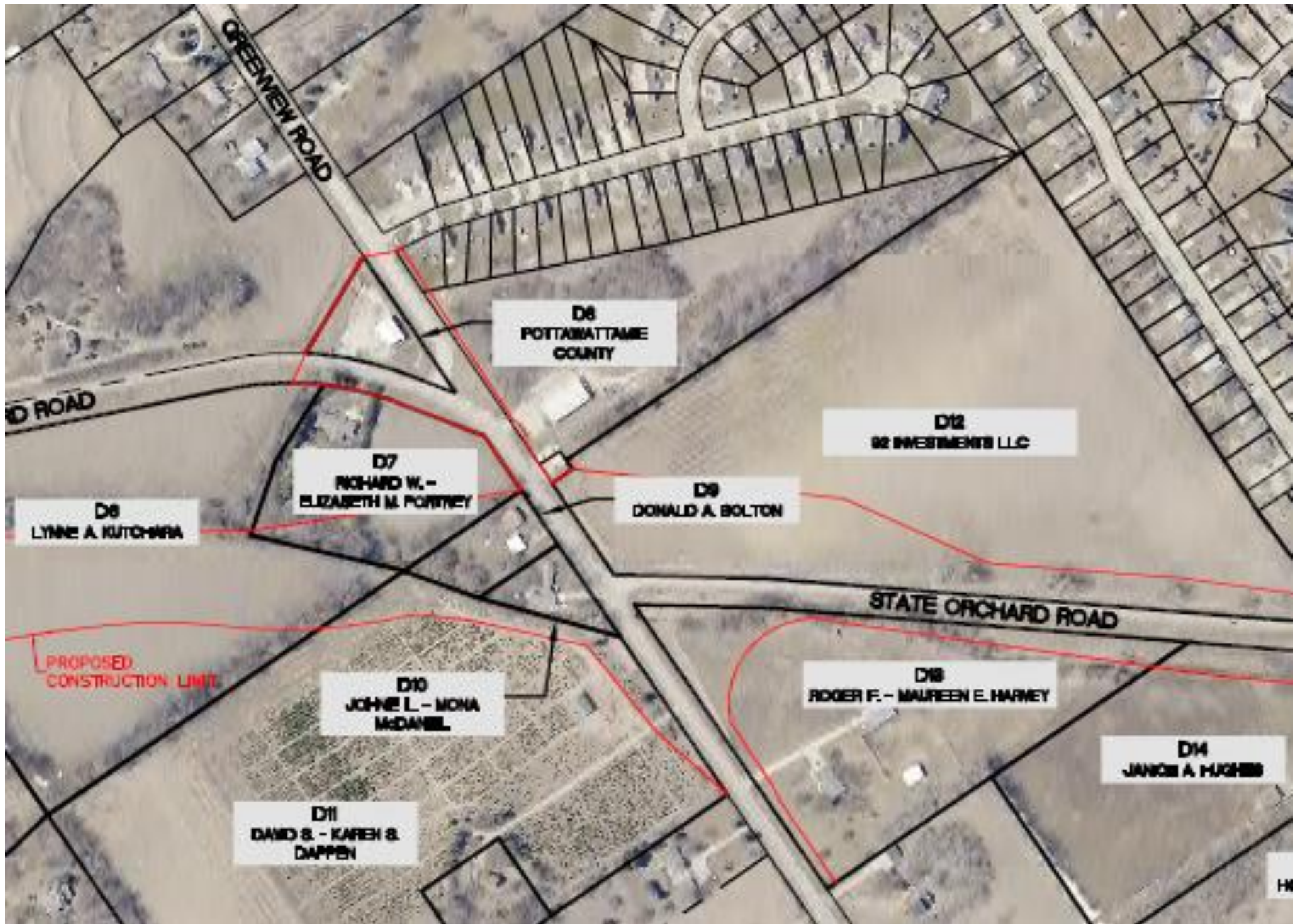
Despite numerous attempts to negotiate with the property owner, a settlement has not been reached. In order to complete the acquisition and avoid delays to the project, eminent domain proceedings are necessary.

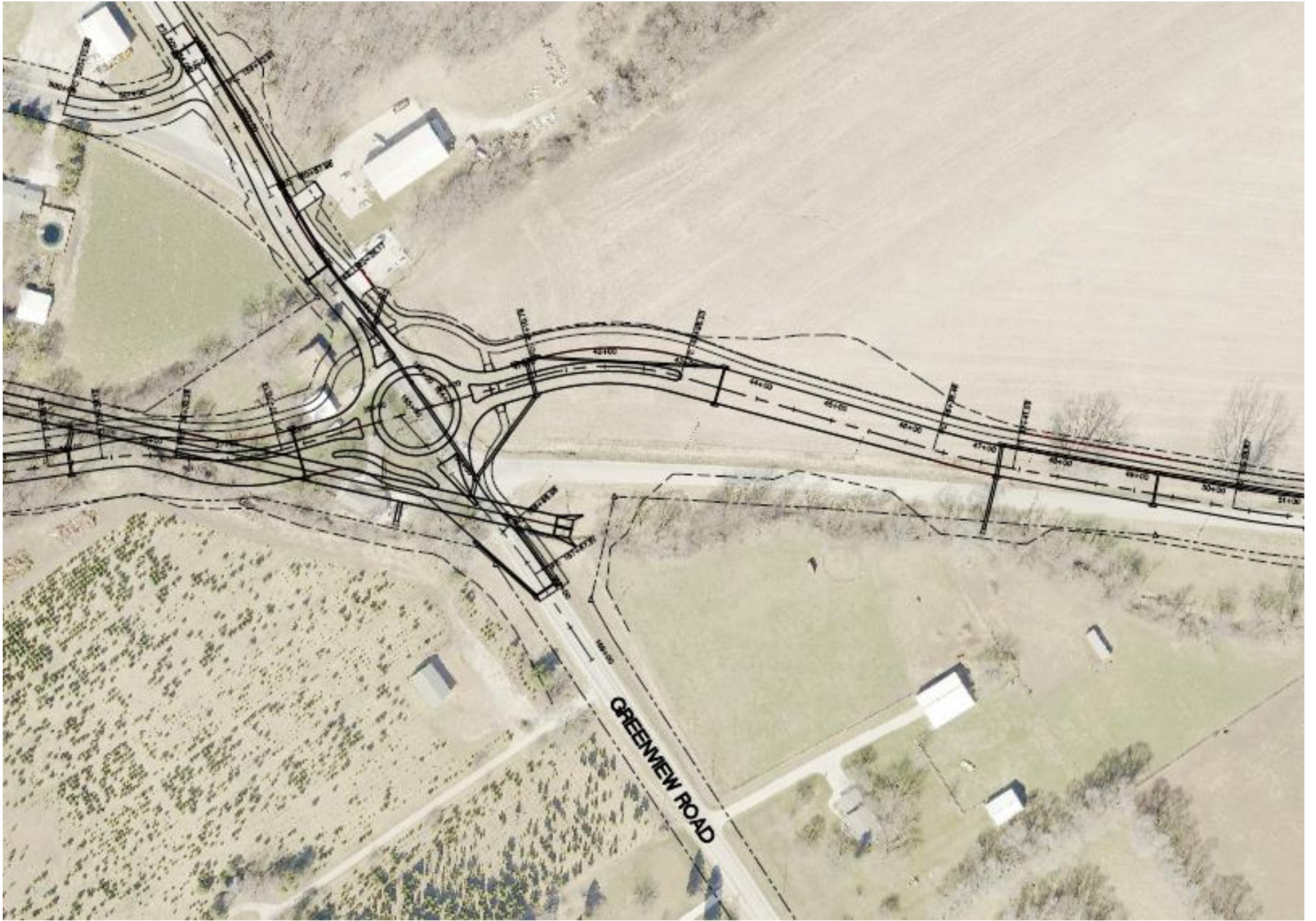
Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	11/1/2017
EHD Roundabout	Map	11/1/2017
Resolution 17-249	Resolution	11/8/2017





**RESOLUTION
NO 17-249**

**RESOLUTION DECLARING THE CITY'S INTENT
TO ACQUIRE CERTAIN PROPERTIES LOCATED
ALONG GREENVIEW ROAD, AND GENERALLY
IDENTIFIED HEREIN, BY THE USE OF EMINENT DOMAIN
FOR THE EAST BELTWAY PROJECT**

WHEREAS, it is in the best interest of the public for the City to acquire certain properties for the East Beltway Project; and

WHEREAS, these properties are listed below:

Parcel No. D9

Address: 20777 Greenview Road

Owner: Donald A. Bolton.

Total Acquisition: 36,764 Square Feet (0.84 Acres)

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

That the use of eminent domain is hereby approved for the acquisition of said properties hereinabove described for the East Beltway Project.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community

Development

Case/Project No.:

Submitted by: Courtney Harter

Resolution 17-250

Council Action: 11/13/2017

Description

Resolution authorizing the Mayor to submit an US Environmental Protection Agency (EPA) Brownfields Assessment Grant.

Background/Discussion

The U.S. Environmental Protection Agency (EPA) established a Brownfields Assessment Grant Program. This Program provides local communities with up to \$200,000 for assessment activities, cleanup activities, revolving loan programs, planning grants and technical assistance. These grants may be used to address sites contaminated by petroleum and hazardous substances, pollutants or contaminants. To date, the City has received \$1,400,000 in EPA Brownfields Grants for environmental assessment, clean-up, and planning activities focused on South Main, Mid-City and West Broadway.

The City expended all of its FY 2013 EPA Brownfields Assessment Grant funds at the end of 2016. An application was submitted for the 2016 funding cycle but was not funded.

At this time, staff is proposing another EPA Brownfields Assessment Grant application to focus on the City's West Broadway. These funds will be utilized to inventory, characterize, assess and conduct planning for many properties located throughout the city with priority in the West Broadway Corridor. If awarded, funding is envisioned to assist environment assessments for the following activities:

- Updating assessments on properties and structures already owned by the City which are scheduled for demolition; and
- Completing assessments on properties that the City may acquire along the corridor in the future; and
- Completing assessments on private redevelopment activities in the corridor.

Recommendation

The Community Development Department recommends City Council adopt a resolution authorizing the Mayor to submit an US EPA Brownfields Assessment Grant application.

ATTACHMENTS:

Description	Type	Upload Date
Brownfields EPA Assessment Grant Application DRAFT CC (11-13-17)	Resolution	11/2/2017
Resolution 17-250	Resolution	11/8/2017

Grant Application Package

Opportunity Title:	FY18 GUIDELINES FOR BROWNFIELDS ASSESSMENT GRANTS
Offering Agency:	Environmental Protection Agency
CFDA Number:	66.818
CFDA Description:	Brownfields Assessment and Cleanup Cooperative Agreemen
Opportunity Number:	EPA-OLEM-OBLR-17-07
Competition ID:	
Opportunity Open Date:	09/18/2017
Opportunity Close Date:	11/16/2017
Agency Contact:	Jerry Minor-Gordon (202-566-1817) minor-gordon.jerry@epa.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: City of Council Bluffs, 2018 Iowa Brownfield Hazardous Assessment Grant Proposal

Select Forms to Complete

Mandatory

[Application for Federal Assistance \(SF-424\)](#)

[Project Narrative Attachment Form](#)

Optional

[Other Attachments Form](#)

Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here. If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: Completed by Grants.gov upon submission.	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="City of Council Bluffs"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="42-6004428"/>	* c. Organizational DUNS: <input type="text" value="0519554330000"/>

d. Address:

* Street1:	<input type="text" value="209 Pearl Street"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Council Bluffs"/>
County/Parish:	<input type="text" value="Pottawattamie"/>
* State:	<input type="text" value="IA: Iowa"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="51503-0826"/>

e. Organizational Unit:

Department Name: <input type="text" value="Community Development"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Courtney"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Harter"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-17-07

* Title:

FY18 GUIDELINES FOR BROWNFIELDS ASSESSMENT GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Council Bluffs Brownfields Assessment - Inventory, prioritize, complete env. assessments, and evaluate cleanup options on potentially contaminated properties for redevelopment.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="200,000.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="200,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Project Narrative File(s)

* Mandatory Project Narrative File Filename:

Add Mandatory Project Narrative File

Delete Mandatory Project Narrative File

View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File

Delete Optional Project Narrative File

View Optional Project Narrative File

IV.C.3.1. Community Need

IV.C.3.1.a Target Area and Brownfields

IV.C.3.1.a.i Community and Target Area Descriptions

The City of Council Bluffs (City) is a dynamic diverse community of 62,524 people (population as of July 1, 2016, as estimated by the U.S. Census Bureau) strategically located on the banks of the Missouri River across from downtown Omaha, at the intersection of Interstates 29 and 80, in Pottawattamie County, Iowa. The City is part of the growing Omaha-Council Bluffs metropolitan statistical area (MSA) with a population of 924,129 (The MSA population as of July 1, 2016, as estimated by the U.S. Census Bureau). Council Bluffs has had significant links to agricultural, food production, and heavy manufacturing since its incorporation in 1853. The early and rapid expansion of the regional railroad system fostered much of this industrial development. The wide availability of access attracted railroad-dependent uses such as foundries, bulk warehousing, general manufacturers (e.g. truck bodies, furniture, tool and die, etc.), grain elevators, rail yards, coal yards, lumber yards, and food processing plants.

The West Broadway Corridor (Corridor) brownfield redevelopment target area (Target Area) captured much of this growth developing along the rail lines and U.S. Highway 6 (West Broadway Avenue). The Corridor enjoyed success as the City's industrial and manufacturing hub for most of the 20th century. As production processes required one-story facilities and as industrial parks offered quicker access to multi-modal transportation options, many of the industries relocated to greenfield sites along the urban fringe or suburban locales. Further, the area's slow transition to a more automobile-dependent corridor altered location decisions for local businesses. These factors collectively resulted in the economic decline of this Corridor. Historic industries left their legacy on the Corridor. While originally contributing to the economic strength of the area, many of the sites now pose adverse environmental impacts on surrounding neighborhoods reducing property values and negatively impacting reinvestment.

Council Bluffs will focus its brownfields redevelopment initiative in the Corridor to reverse these patterns of decay. **City Resolution No. [REDACTED] (See Attachment A)** was passed in support of this application and redevelopment efforts in the Corridor. The Corridor is a commercial right of way serving adjacent neighborhoods, downtown Council Bluffs, and downtown Omaha. Residential neighborhoods are located to the north and south of this Corridor with Downtown Council Bluffs to the east and the Missouri River and Downtown Omaha to the west. The Corridor is strategically located as a critical link between these two downtowns with nearby interstate access. The City's specific priority area boundaries for this corridor are bordered by 27th Street on the east, 1st Ave to the north, 35th Street to the west and 2nd Ave to the south. Council Bluffs has long identified the Corridor as needing a comprehensive and concentrated revitalization and redevelopment effort. This awareness began in 1987 with Resolution 87-570 which formally adopted the *West Broadway Urban Renewal Area Plan*. The plan permitted the City to undertake activities associated with the removal of blight and initiate partnerships to help address the identified concerns.

Most recently in 2015, the City developed the *Corridor Plan*. This plan highlighted the target area as a process of transitioning from a mixture of light industrial and commercial uses to a denser mixed-use corridor that will ultimately include the addition of new housing, pedestrian amenities, a new regional and interconnected trail, and public transportation linking this corridor with the adjacent downtowns of Council Bluffs and Omaha. This plan recommended both the continued acquisition of land in targeted areas of the Corridor to increase "opportunities for transformative redevelopment" as well as the redevelopment of obsolete commercial properties to "enhance the appearance, safety, and functionality of the corridor." The plan gained extensive public support and its anticipated implementation is well received by the community.

The City successfully pursued and used previous U.S. EPA Brownfield Assessment Grants to help facilitate the "transition" of this Corridor by beginning to inventory, characterize, assess, and conduct cleanup planning on sites with potential contamination issues identified in the *Corridor Plan*. Much of the previous EPA Assessments focused on a key vacant former grain elevator operation, the Bunge property, spanning several city blocks along 1st Avenue (3000-3300 blocks). Additional work is required in this Corridor to include the former Echo Electric Supply sites also located along 1st Avenue (2900, 3000, 3400 blocks). There are 4 Echo parcels (4.2/2.35/0.56/0.15 acres). Phase II ESA work identified benzo a pyrene in shallow soil and arsenic in the groundwater. These parcels are adjacent to the former railroad corridor where PAHs and metals have been found exceeding statewide standards. Further, this area contains five commercial and eight residential properties in the 2900, 3100, and 3400 blocks. If targeted environmentally and economically constrained sites are addressed and acquired, the City would own eight contiguous blocks for redevelopment between 1st and 2nd Avenues. Aggressively addressing

these parcels will facilitate continued and future reinvestment. To date, the City is working to complete the first phase of the redevelopment in the 2800 block of 2nd Avenue to construct a new 49-unit senior housing complex. In conjunction with this project, the City will complete the first phase of the 1st Avenue reconstruction in the abandoned railroad right-of-way. The remaining portion of the priority area for redevelopment is projected to accommodate 500 new residential units and 20,000 sq ft of commercial space with a construction value estimated at \$66 million. This EPA Brownfields Hazardous Site Assessment Grant is needed to continue the redevelopment actively occurring in this Corridor by overcoming known and perceived environmental barriers and leveraging critical outside funding to spur reinvestment.

IV.C.3.1.a.ii. Demographic Information and Indicators of Need

Council Bluffs is characterized by low individual and household income levels and high rates of poverty when compared to both state of Iowa and National statistics. The tables below highlight this fact using socio-economic data from a variety of sources including the U.S. Census Bureau - American Community Survey 2015 - 5 Year Estimate and the U.S. Bureau of Labor Statistics.

	Council Bluffs	State of Iowa	National
Population	62,524	3,134,693	323,127,513 ¹
Unemployment Rate	3.4%	3.3%	4.2% ²
Poverty Rate	16.3%	12.5%	15.5% ³
Percent Minority	13.1%	13.8%	38.7% ³
Median Household Income	45,551	53,183	\$53,889 ³
Female Household, no husband, children under 18	9.9%	6.0%	7.1% ³
Disability under Age 65	12.3%	7.9%	8.6% ³

¹Data are from the U.S. Census Bureau's Annual Estimates of Resident Population available on American FactFinder at https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=PEP_2016_PEPANNRES&src=pt

²Data are from the Bureau of Labor Statistics and are available at <https://www.bls.gov/lau/>

³Data are from the 2015 American Community Survey data profile and are available on American FactFinder at https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_15_5YR_DP03&prodType=table.

The brownfield target area lies within Pottawattamie County Census Tracts 304.01, 304.02, 305.01, 305.02, 306.01, 306.02, and 307. Demographics specifically for these census tracts show an even starker picture of an area dealing with high rates of poverty and unemployment and with lower median household incomes when compared to the entire City of Council Bluffs.

Demographic ¹	West Broadway Target Area						
	304.01	304.02	305.01	305.02	306.01	306.02	307
Population	4,172	2,743	2,141	2,763	1,958	2,753	2,976
Unemployment rate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Poverty rate	24.7%	21.1%	13.3%	12.3%	16.1%	25.3%	32.8%
Percent minority	25.8%	7.1%	11.4%	20.1%	7.8%	27.2%	24.4%
Median household income	\$42,428	\$33,776	\$43,098	\$42,108	\$41,862	\$32,500	\$28,750
Female Household, no husband, with children under 18 years of age	15.6%	9.9%	11.3%	6.3%	5.7%	7.9%	10.7%
Disability under Age 65	15.0%	11.8%	12.2%	13.1%	10.0%	12.2%	21.0%

¹ Same information sources as the table above. Corridor lies within census tracts 304.01, 304.02, 305.01, 305.02, 306.01, 306.02, and 307.

The Target Area contains 19,506 residents or 31.2% of Council Bluff's total population. As evidenced above, those residing within the Corridor are often financially disadvantaged when contrasted with others in Council Bluffs, the State of Iowa, and the U.S.

- The median household income data for residents of the Target Area highlights a significant financial disparity. All seven census tracts have lower median household incomes when compared to Council Bluffs, the State of Iowa, and the U.S.
- Relatively low income levels experienced by residents in the target area coincide with elevated levels of poverty. The percentages of individuals with incomes below the poverty line in six census tracts exceed the rate for the U.S. average. Moreover, approximately one in four people within Census Tracts 306.02 and 307 are living in poverty.
- The target area also displays considerably different demographic characteristics when compared with the City of Council Bluffs the State of Iowa, and the United States. This includes elevated

percentages of three sensitive population groups: 1) minorities, 2) single-parent households with children, and 3) individuals with a disability.

- Roughly 17.0% of the target area is comprised of minorities which surpasses the local (13.1%) and state (13.8%) percentages. In fact, the percentage of minorities in the target area cultivates potential environmental justice concerns for this segment of the population.
- Over 15% of one of the census tracts within the Corridor identifies as being a female-run household, no husband, with children less than 18 years of age. This figure is much higher than the comparative percentages for the City of Council Bluffs (9.9%), the State of Iowa (6.0%), and the U.S. (7.1%). Single-parent households more frequently experience income limitations that hinder their ability to find housing in neighborhoods with fewer environmental impacts. Living near brownfields undoubtedly enhances exposure potential for affected families - especially those with children under 18 who are often more susceptible to harm.
- The targeted area also has a comparatively large percentage of residents identifying themselves as having some form of a disability. An average of 13.0% of individuals under 65 living in the Corridor target area have some form of a disability. The percentage of disabled individuals under 65 in the target area is greater than the rest of the state (7.9%) and U.S. (8.6%) as a whole. Consequently, the individuals are more vulnerable to adverse conditions associated with brownfield properties.

The sensitive populations within the target area will continue to experience a disproportionate share of adverse health and environmental effects if conditions remain unchanged. In fact, the population in the Corridor had an Environmental Justice (EJ) Index for Lead Paint Indicator percentile of 77 when compared to the State¹. Therefore, only 23% percent of the State population has a higher EJ Index. In addition, the population in the Corridor had an EJ Index for National-Scale Air Toxics Assessments (NATA) Air Toxics Cancer Risk percentile greater than 84 when compared to the State (only 16% percent of the State population has a higher EJ Index). This U.S. EPA Brownfields Hazardous Site Assessment Grant will provide the City with a secure funding source to continue to proactively investigate the real threat posed by the targeted properties and help protect these sensitive populations from known contaminants.

IV.C.3.1.a.iii. Description of Brownfields

Brownfield properties have negatively impacted the City of Council Bluffs and the targeted Corridor for decades. Historically, the Corridor captured much of the City's industrial growth and enjoyed success as the City's industrial and manufacturing hub for most of the 20th century. As production processes required one-story facilities and as industrial parks offered quicker access to multi-modal transportation options, many of the industries relocated to greenfield sites along the urban fringe or to suburban locales. These factors collectively initiated the decline of this area.

Industries of the past have left their legacy on the Corridor. While originally contributing to the economic strength of the area, many of the sites now pose adverse environmental impacts on surrounding neighborhoods. The Corridor is a strategically located, serving as commercial corridor for adjacent neighborhoods, downtown Council Bluffs, and downtown Omaha. Residential neighborhoods are located to the north and south of this Corridor with Downtown Council Bluffs to the east and the Missouri River and Downtown Omaha to the west. Perceived environmental contamination issues have left many properties in this Corridor undeveloped, underutilized or redeveloped with conflicting land uses. Haphazard development patterns have prevailed as declining residential neighborhoods immediately surround a mixture of commercial and light industrial uses within this corridor. These factors have contributed to reduced property values which have negatively impacted area reinvestment. Actual environmental impacts associated with these brownfield properties include greater costs associated with real estate transactions as well as the role "environmental uncertainty" plays in obtaining capital for reinvestment/redevelopment. A property may not have contributed to or have environmental impairments but if a neighboring property is identified with a recognized environmental condition (REC) the property transaction is typically either delayed or halted by the need to determine if the RECs have impacted the adjacent property. This dilemma has indirectly forestalled redevelopment and reinvestment in this Corridor.

Previous U.S. EPA Assessment Grants have allowed the City of Council Bluffs to begin to facilitate the "transition" of this Corridor by starting to inventory, characterize, assess, and conduct cleanup planning on sites with potential contamination issues identified in the *Corridor Plan*. Much of this work

¹ <https://ejscreen.epa.gov/mapper/>

focused on a key vacant former grain elevator operation spanning several City blocks along 1st Avenue. Additional work is required in this Corridor to include the former Echo Electric Supply sites also located along 1st Avenue. This immediate area contains five commercial and eight residential properties that the City wishes to acquire, demolish and redevelop. If all the above tasks were completed, the City of Council Bluffs would own eight contiguous blocks for redevelopment between 1st and 2nd Avenues. The City selected the properties based on their potential to impact area groundwater and soils, their relative proximity to at least one of the following: residential dwellings (adjacent to the south of 2nd Avenue), schools, rivers, streams, parks, and/or sensitive populations, and their redevelopment potential. These parcels will facilitate continued and future reinvestment in the City.

IV.C.3.1.b. Welfare, Environmental, and Public Health Impacts

IV.C.3.1.b.i. Welfare Impacts

Much of the previous assessment, characterization and cleanup planning work in the Corridor has focused on a key vacant former grain elevator operation spanning several blocks along 1st Avenue. However, additional work is required to include the former Echo Electric Supply sites also located along 1st Avenue. The City intends on prioritizing five commercial and eight residential in the Target Area based on their stagnant declining value, potential to impact area groundwater and soils, and their relative proximity to at least one of the following: residential dwellings (adjacent to the south of 2nd Avenue), schools, rivers, streams, parks, and/or sensitive populations, and redevelopment potential. Blight and safety concerns are the primary welfare issues but the lack of a community health agency to monitor blood lead levels in children or other neighborhood detrimental health trends is a surmounting concern in an area with a higher percentage of single-parent households. These households more frequently experience income limitations that hinder their ability to find housing in neighborhoods with fewer environmental impacts. In fact, the population in the Corridor had an Environmental Justice (EJ) Index for Lead Paint Indicator percentile of 77 when compared to the State. Therefore, only 23% percent of the State population has a higher EJ Index². Providing these community services at the county level with limited county budgets remains an impediment to effective community services for those residing in the Target Area and especially those with children under 18 who are often more susceptible to harm.

IV.C.3.1.b.ii. Cumulative Environmental Issues

Cumulative environmental factors beyond brownfields plague the Target area. In general, lead levels in the soils are higher than background levels because of the Omaha Asarco lead smelter that operated for decades and eventually resulted in Superfund action to clean up much of the Metro area. Historic railroad operations, the North Omaha power plant, and the Walter Scott Jr. Energy Center all contribute to cumulative environmental issues in the target area. In fact, the population in the Corridor had an EJ Index for National-Scale Air Toxics Assessments (NATA) Air Toxics Cancer Risk percentile greater than 84 when compared to the State. Therefore, only 16% percent of the State population has a higher EJ Index. The Walter Scott Jr. Energy Center coal power plant ranked 31st on the list of the most polluting coal-fired power plants in the United States based in a 2013 report by the Environment America Research and Policy Center³.

The EPA Envirofacts database indicates the Corridor has 22 Resource Conservation and Recovery Act (RCRA) sites, 15 Air Emissions sites, and 3 Toxic Release Inventory sites. Moreover, the target area has 26 Iowa Department of Natural Resources (IDNR) Leaking Underground Storage Tanks sites and 38 IDNR Underground Storage Tank sites (<https://programs.iowadnr.gov/tanks/pages/advanced.aspx>). Although unfair to automatically categorize these facilities as brownfields sites, it intensifies environmental justice issues when they are located near underserved population groups. Many of these sites, in combination with the previously identified brownfield sites, clearly pose threats to human health and the environment because of the potential exposure to known carcinogens or alternative health impairments.

IV.C.3.1.b.iii. Cumulative Public Health Impacts

Perceived environmental contamination and cumulative environmental issues have left many properties in this Corridor undeveloped, underutilized or redeveloped with conflicting land uses. These factors have contributed to reduced property values which have negatively impacted area reinvestment.

Potential exposure to numerous contaminants via direct contact, inhalation of airborne particulates, and vapor intrusion pathways negatively impact area individuals. The proposed EPA grant funding will allow the City to assess the extent of suspected contamination levels and address exposure pathways. The

² <https://ejscreen.epa.gov/mapper/>

³ <https://environmentamericacenter.org/reports/amc/america%E2%80%99s-dirtiest-power-plants>

direct impact of the individual brownfields sites is currently unknown but recent health studies indicate exposure to carcinogens in the greater Council Bluffs area is higher than other communities and counties in Iowa (see below). This is a substantial concern as many of the potential contaminants associated with the priority brownfield sites are known to cause cancer.

- A University of Iowa study entitled 2017 *Cancer in Iowa* report listed Pottawattamie County as being one of the top six counties in Iowa for estimated cases of new cancer and estimated numbers of deaths attributed to cancer (<https://www.public-health.uiowa.edu/shri/cancer-data/iowa-cancer-reports/>).
- The Iowa Cancer Registry (ICR) lists Pottawattamie County within the top 20 counties in Iowa with for Cancer Mortality Rates (including all races, all ages, and both sexes) in Iowa from 2010-2014 (<https://www.public-health.uiowa.edu/shri/cancer-data/data-tools/>). The county's mortality rate of 183.8 per 100,000 individuals significantly exceeds the State and U.S. rates of 168.9 and 166.1 per 100,000 respectively.
- As evident, the Corridor contains a considerable concentration of facilities that have the potential to adversely impact nearby populations and the environment. Moreover, the Council Bluffs area is predisposed to higher cancer incidence and mortality rates. The referenced circumstances make it critical for the City to continue protecting the health of all residents living near brownfield sites. This is especially true when considering the demographics of the area.

IV.C.3.1.c. Financial Need

IV.C.3.1.c.i. Economic Conditions

As a smaller City, with a population under 63,000 people, Council Bluffs faces the task of handling several urban type issues (high poverty, lower household income) while grappling with an older housing stock and an older commercial and industrial building stock and site inventory in need of redevelopment and reinvestment. The City also is grappling with an aging infrastructure and poor aesthetics of the commercial and retail areas which further dampens reinvestment. The targeted Corridor also has the added pressures of having to compete with newer suburban developments and the City and surrounding areas of Omaha for industrial and commercial users.

The Corridor target area has several heightened demographic challenges to deal with as well. Specifically, the 19,506 residents residing within the Corridor are often financially disadvantaged when contrasted with others in Council Bluffs, the State of Iowa, and the U.S. Of specific import, the median household income data for residents of the Corridor highlights a significant financial disparity. All of the seven census tracts have lower median household incomes when compared to Council Bluffs, the State of Iowa, and the U.S. Relatively low income levels experienced by residents in the target area coincide with elevated levels of poverty. The percentages of individuals with incomes below the poverty line in five census tracts exceed the rate for Iowa and the United States. Moreover, nearly 1 in 4 people within Census Tracts 304.01, 306.02, and 307 are living in poverty.

These demographic challenges impact the overall operating budget and bonding capacity of the City of Council Bluffs. Additional funds are limited for redevelopment and infrastructure enhancements to help drive reinvestment to improve the lives of City residents. The additional U.S. EPA Brownfields funding is needed to further characterize and assess brownfield properties in this Corridor to propel this redevelopment and reinvestment.

IV.C.3.1.c.ii. Economic Effects of Brownfields

The City successfully pursued and used previous U.S. EPA Brownfield Assessment Grants to help facilitate the "transition" of this Corridor by beginning to inventory, characterize, assess, and conduct cleanup planning on sites with potential contamination issues identified in the *Corridor Plan*. Much of this previous EPA Assessments focused on a key vacant former grain elevator operation, the Bunge Property, spanning several City blocks along 1st Avenue. Additional work is required in this Corridor to include the former Echo Electric Supply sites also located along 1st Avenue. Further, this immediate area contains five commercial and eight residential properties that the City wishes to acquire, demolish and redevelop.

The City's objective to own eight economically troubled contiguous blocks for redevelopment between 1st and 2nd Avenues would constitute a critical step to overcoming economic adversity in the area as the environmental conditions of these properties are addressed and remedied. These future aggregated parcels will facilitate continued and future reinvestment in the Target Area. To date, the City is working to complete the first phase of the redevelopment in the 2800 block of 2nd Avenue to construct a new 49-unit senior housing complex. In conjunction with this project, the City will complete the first phase of the 1st Avenue reconstruction in the abandoned railroad right-of-way. The remaining portion of the priority

area for redevelopment is projected to accommodate 500-600 new residential units and 20,000-30,000 square feet of commercial space with an estimated construction value estimated at \$66 million.

Some of the properties in the corridor are second generation land uses in a historically commercial and industrial area along the railroad. As such, the existence of contamination may not be clear based on the current uses. Outside of priority purchases, the City expects to encounter underground storage tanks and possible contamination based due to automotive related businesses within or previously in the corridor.

The City looks to continue the momentum and success of the EPA Brownfields Program. This EPA Hazardous Site Assessment grant is needed to address known and perceived environmental concerns to continue the redevelopment occurring in this Corridor. EPA funding addressing environmental hurdles will also facilitate leveraging critical outside funding to spur reinvestment.

IV.C.3.2. Project Description and Feasibility of Success

IV.C.3.2.a Project Description, Redevelopment Strategy, and Timing and Implementation

IV.C.3.2.a.i Project Description and Alignment with Revitalization Plans

The City of Council Bluffs will continue to use the *Corridor Plan* to help guide all assessment and characterization efforts. The City has used and will continue to use these documents to prioritize the remaining brownfield sites in the Corridor. This proposed Grant is essential to continue efforts to break down the initial barriers which stigmatize the area and has prevented reinvestment because of unknown or perceived environmental liabilities. The City of Council Bluffs will use this proposed U.S. EPA Brownfields Hazardous Site Assessment Grant to continue the aggressive and positive work completed as part of the previous EPA Assessment Grants. This previous work as well as the proposed future assessments will assist the City with efforts to facilitate the “transition” of this Corridor into a viable and fully redeveloped corridor between downtown Omaha and Council Bluffs.

Specifically, under this Brownfield Hazardous Site Assessment Grant, the City will continue to complete Phase I and II Environmental Site Assessments (ESAs) on sites with potential contamination issues identified in the *Corridor Plan*. Much of this previous EPA Assessments focused on a key vacant former grain elevator operation, the Bunge Property, spanning several City blocks along 1st Avenue. Additional brownfield and hazardous site assessment and characterization work is required in this Corridor to include the former Echo Electric Supply sites also located along 1st Avenue as well as five commercial and eight residential properties immediately contiguous to these parcels. In addition to Phase I and II ESAs, the City will also utilize grant funding to perform asbestos and lead based paint (LBP) inspections on structures that have a high probability renovation or demolition prior to site redevelopment.

The City of Council Bluffs will once again work with the EPA and the Iowa Department of Natural Resources (IDNR) through this investigation and analysis to determine how best to assess, manage and remove identified contaminants using risk-based cleanup standards. The City will also use this grant funding to satisfy the All Appropriate Inquiry (AAI) requirement prior to the redevelopment of properties posing significant health threats. While these activities focus on improving the environment and protecting human health, the City will also work with the EPA and IDNR to facilitate ongoing redevelopment and reinvestment activities. The sustainable reuse of any site will prevent pollution and resource consumption while simultaneously promoting economic opportunities and a healthy, vibrant community.

The city understands the importance of implementing smart growth values. As such, every aspect of this project builds upon sustainable design and reuse principles. Specifically, the brownfields initiative aligns with the *Six Livability Principles* identified by the EPA, HUD, and the U.S. DOT.

Principle	City of Council Bluffs Brownfield Project
Provide more transportation choices.	The construction of 1 st Avenue will feature a “Complete Streets” design. The resulting increased number of walkers/bikers on the new trail and public transit users lowers the number of cars on the road and lower pollutant emissions.
Promote equitable, affordable housing.	The <i>Corridor Plan</i> targeted the Bunge Properties area for future higher density, mixed-use development. The city will promote equitable and affordable housing options by requiring that a portion of the residential infill development for low-to-moderate income households.
Enhance economic competitiveness.	The re-use of the Bunge Properties will create new jobs and result in an enhanced tax base (see Economic Benefits Section). The project will also serve as an anchor for redevelopment due to its prominent location within the Corridor.
Support existing communities.	All sites targeted for environmental investigations and redevelopment have municipal services and utilities serving the properties. Clearing these sites for reuse mitigates

Principle	City of Council Bluffs Brownfield Project
	environmental contamination and liability concerns which helps “level the playing field” with greenfield development opportunities in terms of development costs.
Coordinate and leverage federal policies and investment.	This proposal creates an opportunity to engage several governmental agencies, including the EPA and HUD, working toward a common purpose – restoring the economic vitality to an area and eliminating exposure to environmental contaminants. The purpose brings federal, state, and local governmental agencies and community-based organizations together to work toward a common objective.
Value communities and neighborhoods.	The <i>Corridor Redevelopment Plan</i> is guiding the redevelopment of the target area. The study ensued from extensive public input. The result will be a sustainable core neighborhood where individuals can work, shop, and live.

IV.C.3.2.a.ii Redevelopment Strategy

The *Corridor Plan* highlighted that this target area is in the process of transitioning from a mixture of light industrial and commercial uses to a denser mixed-use corridor that will ultimately include the addition of new housing, pedestrian amenities, a new regional and interconnected trail, and the potential for public transportation linking this corridor with the adjacent downtowns of Council Bluffs and Omaha. To the extent practical the revitalization will make use of existing infrastructure. Continued assessment and characterization activities will help the City with these “transitioning” efforts. Once these projects are completed, the City will enjoy an enhanced tax base, new jobs, and plentiful affordable housing options for Low to Moderate Income Households. Further, pedestrian amenities, an interconnected trail network and the potential for public transportation linking this corridor to the adjacent downtowns of Council Bluffs and Omaha will increase community sustainability, reduce vehicle miles driven and related airborne and greenhouse gas pollution, and facilitate a livable and walkable community.

IV.C.3.2.a.iii Timing and Implementation

With any brownfield assessment effort, time is of the essence to facilitate reinvestment and redevelopment. The City of Council Bluffs has a demonstrated track record of successfully utilizing and implementing EPA grant funding to facilitate brownfield characterization and assessment efforts. For this next phase to continue the positive transitioning of this Corridor, the City has already secured access to many of the targeted properties. This will allow the City to “hit the ground running” and begin conducting assessment activities as early as possible in the grant cycle’s first year. The City will issue a Request for Qualifications and hire a professional environmental services firm during the first quarter of the grant cycle. All hiring will follow federal procurement requirements and satisfy the Iowa Code. The City will begin the process to prioritize identified brownfields sites during the second quarter of year one.

Associated actions will include updating the current approved Quality Assurance Project Plan (if required), submitting eligibility requests to the EPA, continuing the outreach campaign (update brownfield website, host a public open house, etc.) and obtaining access agreements for targeted properties. The City will dedicate the third and fourth quarters of year one and the first and second quarters of year two to conducting Phase I Environmental Site Assessments (ESAs). Phase II ESAs will occur in the third and fourth quarters of year two along with cleanup alternative strategies and re-use plans. The City will close the grant during the final quarter of year three.

The City may deviate from the above schedule as redevelopment opportunities arise or field investigations pose unanticipated challenges. The selection of brownfield properties for this grant will efficient wasting little time. Assessment activity will begin with the sites described in the Project Description Section. In addition, the City maintains a list of properties that are ready for assessment. Sites are typically added to the list based on municipal projects or redevelopment opportunities. The City has developed a series of criteria to identify and prioritize additional brownfield properties for assessment. Examples of these criteria are as follows:

Exposure Sensitive Populations	Evaluates sites that are close to concentrations of residential areas with a high poverty rate as well as those unemployed.
Exposure to Air, Water and Soil	Considers the operational history of targeted sites and the potential threat the sites pose to release contaminants via air, water or soil.
Exposure to Public Facilities	Includes potential brownfield sites that are adjacent to schools, hospitals, senior citizens centers, municipal wells, parks and recreational facilities, or capital improvements projects that may be delayed or complicated due to the potential presence of environmental contamination.

Status of the Site	Category considers properties with delinquent property taxes, exhibit blighting conditions, potential abandonment, ability to secure access, and proximity to potentially landlocked businesses.
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The City has had great success identifying and assessing properties over the past two years. This has been demonstrated with the completion of 32 Phase I ESAs and 16 Phase II ESAs in less than three years. This has been made possible through collaboration with city staff and key community partners as. The City proposes to use amicable means of accessing privately held properties. However, it will also consider involuntary methods (e.g. condemn for the use of a temporary easement) to secure access for conducting environmental site assessments where the public interest is significant (i.e., protection of the health, safety and general welfare of citizens).

Obtaining and securing site access has been a relatively seamless process throughout the previous EPA Assessment Grant. The city and its environmental consultant developed a site access agreement that was utilized throughout the life of the grant. When targeted property owners were unfamiliar with the process, one on one meetings were scheduled to educate them on any potential concerns.

IV.C.3.2.b. Task Descriptions and Budget Table

IV.C.3.2.b.i Task Descriptions

Task 1 - Program Coordination: 10% of grant funds will be used for this task which will address expenses incurred for activities integral to achieving the purpose of the grant. These responsibilities will be executed by the City’s designated Brownfields Project Coordinator. Contractual expenses will include preparation of documents that are consistent with the programmatic requirements of the grant (e.g., Quarterly Progress Reports (QPRs), Closeout Report, Property Profile Forms (PPFs) in the ACRES database, Site Eligibility Determinations, etc.), and contacting/interfaces with targeted property owners to secure access agreements. The Coordinator will also prepare a request for proposals and qualifications from qualified professional environmental consultants via a competitive selection process. In addition, a budgetary allowance has been included to offset travel, lodging, food and related expenses associated with attending one national and/or regional brownfields conference during the grant period.

Task 2 – Site Assessments: 82% of grant funds will be dedicated to the completion of ESAs and preparing the necessary Work Plans required by the EPA. A qualified environmental consultant will conduct all assessments per ASTM E 1527-13 and ASTM E1903-11 standards and consistent with EPA’s All Appropriate Inquiry requirements. Actual costs for a Phase I and II ESA vary widely depending upon the site size, number of buildings, age, previous uses, and identified chemicals of concern. For budgeting purposes, the City will use estimated costs of \$2,500 - 3,500 and \$15,000 for the completion of Phase I and Phase II ESAs, respectively. The City is basing these figures on work conducted by its environmental contractor under previous Brownfields Assessment Grants. The City has allocated \$164,000 (82%) of the proposed grant funding amount towards the ESAs. It will spend approximately 32% and 64% of the funds on completing Phase I ESAs and Phase II ESAs, respectively. This means the City can complete Phase I and II ESAs on all priority sites in the targeted Corridor. Finally, the City’s qualified environmental consultant will also complete a Quality Assurance Project Plan for the grant under this task. The contractual budget of the task also includes fees for preparing access agreements for targeted property owners, preparing documents for site eligibility determination, and completing Phase II ESA Work Plans.

Task 3 - Cleanup Planning: Approximately 4% of grant funds will be dedicated to reviewing the results of the Phase I and II ESAs and evaluating the need for cleanup and site use alternatives based on contaminant levels. The City and selected environmental consultant will work in close contact with the IDNR to evaluate cleanup alternatives and enrollment in Iowa’s Land Recycling Program. Cleanup and redevelopment alternatives will emphasize the use of risk-based cleanup options (e.g., institutional/engineered controls and exposure reduction remediation). Planning activities will likely include conducting design charrettes with project stakeholders to develop viable and sustainable solutions.

Task 4 - Community Outreach: This task accounts for 4% of grant funds and focuses on activities designed to continually engage affected citizens, elected public officials, local non-elected public officials (e.g., planning and zoning staff, health department, etc.), ancillary organizations (e.g., regional economic development organizations, utility companies, and developers, etc.), and media outlets throughout the project period. Specific task expenditures include the continued development of a brownfields program brochure; preparing the project webpage; preparing information/public displays for open house events; hosting open house events, and making presentations to the City Council. Lastly, the “supplies” portion of the task includes covering costs associated with community outreach meeting mailings and printing the brownfields program brochure for distribution. The City will make the brochure publicly available at City hall and will also include it as part of its access agreement mailings to private property owners.

IV.C.3.2.b.ii. Budget Table

The following budget categories and tasks outline how grant funds will be allocated. Note that 82% of grant funds will be used for Phase I and II ESAs on properties already identified by the City.

Categories	Project Tasks - Hazardous Substances				
	Task 1-Program Implementation	Task 2-Site Assessments	Task 3-Cleanup Planning	Task 4-Community Outreach	Total
Personnel	\$16,000	\$4,000	\$0	\$0	\$20,000
Fringe Benefits	\$0	\$0	\$0	\$0	\$0
Travel	\$4,000	\$0	\$0	\$0	\$4,000
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$2,000	\$2,000
Contractual	\$0	\$160,000	\$8,000	\$6,000	\$174,000
Total	\$20,000	\$164,000	\$8,000	\$8,000	\$200,000

IV.C.3.2.c. Ability to Leverage

The City of Council Bluffs has proven experience with EPA Brownfield Assessment Grants and securing additional funds to fill funding gaps for targeted efforts in the Corridor. The Corridor is a redevelopment priority for the City and substantial financial and programmatic resources have been and will continue to be allocated to this area. These previous and future resources include both public sector and private sector and foundation funding.

- With the assistance of a \$2.5 million grant from the Iowa West Foundation, a \$500,000 grant from the Southwest Iowa Foundation and City CIP allocation of 2.0 million, the City has acquired the Bunge Grain Elevators and demolished the structure. This phase also included the acquisition of six commercial structures and two residential structures. Total costs for acquisition and demolition was over \$4.5 million dollars. The importance of this project is it resulted in the removal of the railroad spur in 1st Avenue and allowed the City to take a more comprehensive view of the Corridor.
- In July 2015, the City completed its *Corridor Master Plan*. The plan includes a five-phase reconstruction of West Broadway including the roadway and all utilities within the road and is estimated to cost \$34 million. The project began in 2017 and will be completed in 2021.
- Using \$600,000 in CDBG funds, the City acquired and demolished a vacant industrial facility at 2800 1st Avenue. The City has selected a developer and has entered development agreements for the construction of 49 residential units. In conjunction with the redevelopment of the 2800 Block of 2nd Avenue project, the City will complete the first phase (\$450,000) of the 1st Avenue reconstruction in the abandoned railroad right-of-way.
- Using CIP allocations and tax increment financing, the City has acquired Echo Electric Supply. Total cost of the acquisition was \$3.42 million. The property consists of four industrial buildings located on three separate parcels adjacent to the Bunge parcels. The City has recently taken possession of the property and is working on preliminary demolition specifications.
- Using \$1.0 million in foundation funding and City resources, 6 commercial and 2 residential properties were acquire and demolished adjacent or nearby the Bunge and Echo properties. This occurred in period from 2014 to present.

The City also plans to initiate the Impacted Property Program. This program will provide grants and loans for the rehabilitation of single family property adjacent the corridor. The program will be funded through the CBDG Program. In addition to the resources above, the City has access to several incentives to assist in the redevelopment of the Brownfield sites to be assessed as part of this grant including:

State and Federal Historic Tax Credits - A state credit is available for 25% of qualified rehabilitation costs. A Federal tax credit is available for 20% of qualified costs for rehab of income producing properties.

IDNR Derelict Building – Provides communities under 5,000 people with financial assistance to address neglected structures.

Iowa Brownfield Tax Credits -Credits of up to 24% for qualifying costs of a brownfield project.

Iowa Brownfield Redevelopment Program –Provides technical and financial resources to communities in order to help them with environmental cleanup, planning, and reuse strategies.

Iowa Workforce Housing Tax Credit – State sales tax reimbursement and 10% tax credit per residence.

IV.C.3.3. Community Engagement and Partnerships

IV.C.3.3.a. Engaging the Community

IV.C.3.3.a.i. Community Involvement Plan

The City recognizes the importance of community involvement activities and the role they play in building social strength and stability. Further, it acknowledges that understanding the needs of the affected neighborhoods is critical to the viability of any redevelopment within the Corridor. The City has previously actively engaged community participation and involvement in all phases of reinvestment and redevelopment in this Corridor both during the previous EPA Assessment Grants and during the development of the *Corridor Plan*.

Related to the recently completed *Corridor Plan*, public outreach and community involvement was a critical component of this entire design process. Specifically, City staff and consultant met with the identified client group, Steering Committee, and focus groups. Group and individual interviews and meetings were convened with key Corridor stakeholders and an open house/public meeting was also held. At each of these meetings, stakeholders were asked to provide their input on the key strengths and weaknesses of the Corridor as well as on their visions and opportunities for the future.

This proposed U.S. EPA Brownfield Hazardous Site Assessment Grant provides the City with another great opportunity to continue engaging area citizens, elected public officials, local non-elected public officials, ancillary organizations that can assist with revitalization efforts, in site selection for assessments, cleanup decisions, and reuse planning activities. City officials have developed several well-established outreach methods to involve the community in the decision-making process as part of its previously-awarded EPA Brownfields Assessment Grants. The City will replicate its previous efforts to ensure a high level of participation. This includes implementing the following Community Engagement Plan with the following key components:

- Hosting periodic open house events at varying times and at multiple venues throughout the community, such as a church or elementary school, to keep interested citizens apprised about the progress of the program, findings, and a summary of next steps. Several outlets publicize the open houses (e.g., *The Daily Nonpareil* newspaper, the city's website and its brownfields website, posted notices at public buildings such as City Hall and the public library, etc.). Combined, this strategy allows for maximum citizen notification and participation.
- Developing a dedicated brownfields project website. The website will provide the following: a summary of the EPA Brownfields Program; highlights of brownfield projects; a listing of all funding leveraged; current project news; project photographs; and, a feedback/citizen comment page.
- Developing and maintaining a brochure which summarizes the purpose of the Brownfields Hazardous Site Assessment Grant and overall EPA Brownfields program. The outreach tool will provide examples of common brownfield sites, explain the Phase I and Phase II ESA process, describe the benefits of participating in the program, and provide answers to several frequently-asked questions.
- Making presentations at City Council meetings. Face-to-face contact with elected officials and interested citizens provides opportunities for project updates and question/answer sessions. City staff and its environmental contractor will present several times during the project period.
- Maintaining a depository of all technical reports at City Hall. This allows the referenced documents to be readily available for public review.

The City will also make a concerted effort to empower traditionally disenfranchised persons within the Corridor. City staff will initiate this process by identifying and contacting area community members involved in local school, civic, church and community organizations to encourage further outreach and engagement. Further, the city will work with the area community members to devise a plan to encourage involvement of the neighborhoods most impacted by area changes.

Approximately 7.6% of the community speaks a language other than English at their home per a 2015 ACS One-Year Estimate. As such, the City provides "reasonable accommodations", including language interpreting, free of charge. The City also contracts with a private company to translate into 250 foreign languages through a single telephone number to assist persons with limited English proficiency. The service can assist persons in all city-owned buildings.

IV.C.3.3.a.ii. Communicating Progress

Throughout the project period, City Community Development staff, to specifically include the City Brownfields Coordinator, will communicate regularly with stakeholders and the public on topics that should include what brownfields are, progress of the brownfields initiative (specific assessment projects), how to mitigate the impacts of brownfields, and redevelopment resources (technical assistance and funding). Communications will include the following methods of communication:

- **Speaking engagements and Public Meetings** – The City Brownfield Project Coordinator will work to provide brownfield updates during meetings of groups such as the local chamber of commerce, service groups, economic development groups, etc. Again, this provides an opportunity to update

engage local community leaders on progress of the Brownfields program. Hosting periodic public meetings at varying times and at multiple venues throughout the community will keep interested citizens apprised about the progress of the program, findings, and a summary of next steps. Several outlets publicize the open houses (e.g., *The Daily Nonpareil* newspaper, the city's website and its brownfields website, posted notices at public buildings such as City Hall and the public library, etc.). The City is committed and will focus on working with area community members and leaders to more actively engage the sensitive populations within the Corridor to solicit input and build community trust.

- **Website** – The Community Development Department will develop a dedicated brownfields project website. The website will provide the following: a summary of the EPA Brownfields Program; highlights of brownfield projects; a listing of all funding leveraged by various projects; current project news; project photographs; and, a feedback/citizen comment page.
- **Social media** – The City maintains a Facebook page that provides information to its users on progress of projects, news articles, legislation updates, events, etc. This will be used to provide updates on the Brownfield Grant progress and to inform members of upcoming brownfield events.
- **Newspaper/radio media** – Most of the communication tools above are targeted towards specific professions and those more engaged in day to day activities. As appropriate, press releases will be published along with radio interviews to reach a broader public audience. This may also include holding a brownfields event or inviting newspaper and radio media to do a story on the progress.

IV.C.3.3.b Partnerships with Government Agencies

IV.C.3.3.b.i. Local/State/Tribal Environmental Authority

The city has long standing and solid working relationships with both the IDNR and Region 7 office of the EPA. In fact, the city has already worked with the referenced entities as part of its previous involvements with the EPA Brownfields program. An example of this intimate collaboration includes the City's successful enrollment of the 1001 South 6th Street and Katelman Foundry properties in the Iowa DNR administered Land Recycling Program (LRP). The City will continue to work with the IDNR through this investigation and analysis to determine how best to assess, manage and remove identified contaminants using established risk-based cleanup standards. Mel Pins, Iowa's Brownfield Redevelopment Program Executive Officer has worked previously with City staff and will continue to be a key partner and programmatic resource (See Attachment B for Letter from Iowa DNR).

IV.C.3.3.b.ii Other Governmental Partnerships

The City will continue to perpetuate these relationships during the project period by forwarding a copy of work products, project updates, and invitations to project-related meetings. The on-going communication will promote a sound understanding of this program and project progress. Additionally, the city will involve the EPA and IDNR in strategies to discuss findings resulting from environmental investigations; outlining appropriate clean-up options, including the use of institutional and technical controls and enrollment in the Iowa LRP; and defining cleanup costs and funding options.

The City will also engage the U.S. Department of Housing and Urban Development (HUD) as part of this brownfields redevelopment project. As an Entitlement Community, the City annually receives CDBG and HOME funds. The City typically reserves these funds to specifically benefit areas with the highest percentages of low-to-moderate income households which includes residential areas of the Corridor. Further, the City will continue engaging the Iowa Department of Transportation (IDOT) as part of the ongoing reconstruction of West Broadway Street. The estimated cost to reconstruct the five-lane roadway from 16th Street to I-480 is \$30 million. The IDOT is also an active participant and stakeholder in all ongoing transportation issues identified as part of the *Corridor* Plan. Identified transportation related items include new streetscapes and landscaping for main Corridor roadways as well as potential interconnected trails and public transportation.

The City also has great working relationships with local and state health agencies to include the Iowa Department of Health. The City will involve the local health agencies throughout the process to inform them of identified hazardous materials and for funding assistance.

IV.C.3.3.c Partnerships with Community Organizations

IV.C.3.3.c.i. Community Organization Description and Role

The City has successfully partnered with and will continue to partner with a wide array of organizations throughout its previous EPA Brownfields Assessment Grants and related redevelopment efforts in the Corridor. The list below provides a summary of key community-based organizations and their involvement with this project.

- 712 Initiative (formerly the Pottawattamie County Development Corporation) is a non-profit organization that focuses solely on the redevelopment of underutilized or contaminated sites. The 712

Initiative works with private developers to convert land-banked properties into reuse projects that provide renewed investment in the City's urban core, enhances the tax base, and creates jobs. The organization has been an instrumental committed partner in the City's brownfields redevelopment initiative including funding supplemental soil and vapor intrusion assessments and soil excavation at the International Harvester property, a national Phoenix Award-winning project. Recently, the 712 Initiative demonstrated this commitment to assisting the City in its redevelopment efforts by donating a \$76,000 parcel of land in the Corridor and offering National Development Council assistance for their redevelopment and financing expertise. The 712 Initiative is committing to working to acquire three properties in the Corridor (located at 8th Street and West Broadway) as part of ongoing redevelopment efforts.

- Iowa West Foundation (IWF) is a non-profit, community-based organization with a mission "to improve lives and strengthen communities for today and future generations." IWF's four primary interests include: community development and beautification; economic development; education; and human and social services. IWF has a very strong interest in the Corridor given the area's social/economic characteristics and the need to reinvigorate and recreate the area. IWF's past brownfields-related awards include a \$2.4 million grant to facilitate the International Harvester building revitalization and redevelopment into 36 live/work units, a \$2.5 million grant that enabled the City to acquire and demolish the Bunge site, redevelopment projects at 25th and 100 block of West Broadway, and a \$7 million grant to the Pottawattamie Arts, Culture and Entertainment (PACE) nonprofit group to help fund the new Hoff Family Arts and Culture Center in the building located at 1001 S 6th Street in downtown Council Bluffs. IWF will consider future funding requests for the Corridor. In addition to these specific brownfields related initiatives, the IWF also has a long history of supporting grants and initiatives focused on the overall beautification of the Corridor. Such initiatives include: streetscape and entrance features at 36th and West Broadway; streetscape enhancements at the Thomas Jefferson High School (25th and West Broadway); and the West Broadway Viaduct Public Art project. The IWF is a committed partner in all brownfields redevelopment efforts in the Corridor.
- Southwest Iowa Foundation (SWIF) is a non-profit, community-based organization dedicated to improving the Target Area. SWIF committed \$735,000 to previous City brownfields redevelopment projects in the form of two grants to the City. This included a \$500,000 to acquire and demolish the Bunge properties and \$235,000 for the acquisition of a former adult entertainment property located adjacent to the Bunge.
- Iowa Western Community College (IWCC) is a local two-year technical school that in 2012 received an EPA Workforce and Job Training Grant designed to provide workforce training for unemployed/underemployed residents living in the targeted brownfields area. IWCC's partnership with the City, combined with this proposed EPA funding, will provide underemployed individuals with an employment opportunity in proactively address environmental issues. Specifically, IWCC plans to partner with NeighborWorks Home Solutions and the City to involve students in a project to construct approximately 15 new homes in the Corridor. The EPA Hazardous Site Assessment grant is critical for these efforts to fund Phase I ESA and asbestos inspections prior to property acquisitions and demolition.
- NeighborWorks Home Solutions operates as a non-profit organization involved in community building and engagement through neighborhood associations, the acquisition of homes for rehabilitation, and the construction of quality new homes for low to moderate income families. In its partnership with the City and Iowa Western Community College, NeighborWorks utilizes city-owned lots to construct single family homes throughout the City with potentially 15 homes to be built within or immediately adjacent to the Corridor. The EPA Hazardous Site Assessment grant funding is critical for these efforts to fund Phase I ESA and asbestos inspections prior to acquisition, demolition, and redevelopment of properties.

IV.C.3.3.c.ii. Letters of Commitment

Attachment C includes a letter of commitment from the community organizations described above.

IV.C.3.3.d. Partnerships with Workforce Development Programs

The Iowa Western Community College (IWCC) is a local two-year technical school that in 2012 received an EPA Workforce and Job Training Grant designed to provide workforce training for unemployed/underemployed residents living in the Target Area. The Corridor project offers the opportunity to apply lessons learned in the classroom to real world applications. IWCC's partnership with the City, combined with this proposed EPA Hazardous Site Assessment Grant funding, will provide underemployed individuals with an employment opportunity proactively protecting their environment. Specifically, IWCC plans to partner with NeighborWorks Home Solutions and the City to construct approximately 15 new homes in the 2900 Block of Avenue J (the site of the former Walnut Grove

Elementary School) in the Corridor. The Brownfields Hazardous Site Assessment grant funding is critical to these efforts to fund Phase I ESA and asbestos inspections prior to demolition and redevelopment.

IV.C.3.4. Project Benefits

IV.C.3.4.a. Welfare, Environmental, and Public Health Benefits

The Corridor targeted for environmental investigations contained operations that utilized a variety of petroleum products, heavy metals, volatile organic compounds, and semi-volatile organic compounds. The sites are near schools, residential neighborhoods, a family medical clinic, and a comparatively high percentage of minorities and individuals with disabilities. The proximity of these brownfield properties to sensitive populations/receptors and the potential impacts resulting from releases raises significant issues about protecting the health, safety and welfare of area citizens. This is particularly true when considering the high percentage of children and disabled individuals that are often more susceptible to harm.

Instituting field testing techniques consistent with ASTM standards, an approved QAPP, and establishing risk-based responses to reduce the threat of exposure to potential contaminants will mitigate adverse impacts to human health and the environment. Iowa LRP enrollment will address long-term maintenance and control of sites where environmental threats are greatest. This will help return the properties to a productive reuse through redevelopment or rehabilitation. If sites show evidence of contaminant(s) exceeding state and/or federal EPA standards, the city will authorize additional testing to better define the impacts and concentration of contaminant(s) and identify appropriate responses to reduce risk. The city will use risk-based standards to evaluate exposure pathways. Generally a combination of remediation and institutional and/or engineering controls will be explored to manage exposure.

IV.C.3.4.b. Economic and Community Benefits

The *Corridor Plan* identified the Bunge and Echo properties as priority sites for future higher density, mixed-use development. The identified development on target properties between South 35th to South 29th between West Broadway and 2nd Avenue encompass about 12 acres can create approximately 500 single family units at \$120,000 each which equals \$66 million in property value and approximately 40,000 sq ft of commercial space at \$150/sq ft which equals \$6 million in property value. With a levy of \$43.99, property tax revenues would exceed \$3,000,000. In addition, total new employment from the development is expected to be 140 individuals with an annual wage impact of \$2.8 million. Future phases of redevelopment in this area will be similar in scope and benefits. The city will enhance the stability of target area neighborhoods impacted by brownfields sites by incorporating a new recreational trail into their redevelopment. The pedestrian and bike trail, recommended in the *Corridor Redevelopment Plan*, will connect downtown Council Bluffs to downtown Omaha via the Bob Kerry Pedestrian Bridge over the Missouri River. The city proposed to include a trail in its construction of 1st Avenue from 11th to 36th Streets (which runs through the center of the target area but is currently vacant former railroad right-of-way). The city negotiated with Union Pacific to abandon and remove the tracks as part of an effort to increase area safety and connectivity. The trail also improves access for west-end and downtown residents to the 14.5-mile Missouri River Trail which wraps the community on the north, west, and south.

The new recreational trail will expand opportunities to safely use alternative forms of transportation (biking, walking, etc.) to travel to work, school, run errands, etc. In fact, the improvement will link residential neighborhoods adjoining the Target Area with nearby retail and employment centers along West Broadway Street. This is critical as a significant percentage of Corridor households (16.6%) lack access to a personal vehicle, a likely consequence of lower income levels (2006-2010 American Community Survey). Moreover, a recreational trail will also serve as an effective transition between varying land use intensities. The city will utilize the open space to buffer the residential development to the south from the adjoining larger-scale commercial district to the north.

IV.C.3.5. Programmatic Capability and Past Performance

IV.C.3.5.a. Audit Findings

Council Bluffs has not had any adverse audit findings for any state or federal grant. As evidenced in the Past Performance section below, the city has successfully managed its EPA Brownfields grants.

IV.C.3.5.b. Programmatic Capability

Council Bluffs past performance in the brownfields arena resulted in the City receiving the coveted Phoenix Award for its brownfields redevelopment success. Mr. Brandon Garrett, City of Council Bluffs Community Development Program Director and Ms. Courtney Harter, City of Council Bluffs Community Development Project Coordinator and Brownfields Coordinator, will be assigned grant management responsibilities based on their previous experience managing federal contracts.

Mr. Garrett received his B.A. in geography from Kansas State University and Masters of Community and Regional Planning from the University of Nebraska-Lincoln. He has worked with the City as the Community Development Director since early 2017. Previously he worked in the private sector as a land development planner and for the City of Lincoln as a long-range planner. Mr. Garrett has over 18 years' experience in urban development, land use planning, long-range planning, and site design.

Ms. Harter received her B.A. in political science from Northwest Missouri State University in 2006 and Masters of Public Administration from the University of Nebraska at Omaha in 2009. In her capacity as Community Development Project Coordinator, Ms. Harter is the City's Brownfields Coordinator, responsible for administering the City's EPA Brownfields program and assisting Ms. Carrico with the management of the Community Development Block Grant and HOME Programs. Ms. Harter has been employed with the City for close to two years. From 2010 to 2015, Ms. Harter was employed as a Community Development Coordinator for Southwest Iowa Planning Council which is a Council of Governments for an eight-county region. In this capacity, she assisted non-entitlement communities with infrastructure projects, downtown revitalization, transportation planning, and federally funded loans.

The City of Council Bluffs Community Development Department has extensive experience in successfully managing federal and state grants. This includes \$1,400,000 in EPA Brownfields Grants, approximately \$1,500,000 annually in CDBG and HOME funds and program income. In the last 5 years, the City secured the following from the state of Iowa: \$3,000,000 for 125 West Broadway Mixed Use Redevelopment, \$3,000,000 for the Gunn Elementary School/Linden Place Apartments, and \$3,500,000 from the Iowa DOT on three infrastructure grants for the S 24th Street reconstruction, River's Edge Infrastructure, and Gifford Road reconstruction.

The City will acquire additional expertise and resources through the services of a qualified environmental contractor subject to a competitive selection process. The City Community Development Department consistently maintains low employee turnover. However, the City will retain project leadership should an employee turnover occur by relying on the hired environmental contractor and the EPA Region 7 Project Officer to provide. Further, the grant management team will work with the EPA Project Officer and the environmental contractor to assure that the city complies with all reporting and grant management responsibilities during the transitional time.

IV.C.3.5.c. Measuring Environmental Results: Anticipated Outputs/Outcomes

As with the previous assessment grant, Council Bluffs will develop a detailed schedule and work plan for implementing planned outputs under the proposed grant. The work plan will detail key milestones within the grant period for documenting and communicating outputs and outcomes to the public, EPA Region 7, and other partners. At a minimum, outputs and outcomes will be detailed in quarterly reports to EPA. Public health issues will be addressed and tracked both during the project and following completion of specific area redevelopment plans during the grant period. The overarching goal is to redevelop the Corridor. To once again become a desirable place to live, work and play, the city must increase the tax base, create and sustain jobs, and establish a "sense of place" within the Target Area. Project benefits will be recorded by the city's brownfield coordinator by implementing the following:

1. Tracking the number of sites perceived as contaminated but following assessment work, reveal no additional action relative to their planned reuse.
2. Tracking the number of sites perceived to be contaminated and requiring remediation.
3. Tracking the number of sites that currently do not contribute to property tax revenues.
4. Tracking the number of "no further action letters" from the Iowa Department of Natural Resources for properties determined to be "clean" following the assessment process.
5. Tracking the number of cleanup plans and Analysis of Brownfields Cleanup Alternatives.
6. Tracking the number of jobs created, housing unit additions, commercial and residential occupancy rates, and expanded tax base on redevelopment.

The EPA ACRES Database will be continually updated throughout the life of the grant by the city. When new activities, including assessments, redevelopment or job creation are accomplished on a parcel during the grant period, it will be immediately updated and submitted to EPA for review and approval.

IV.C.3.5.d. Past Performance and Accomplishments

IV.C.3.5.d.i. Currently or Has Ever Received an EPA Brownfields Grant

The EPA has awarded the Council Bluffs six Brownfields Grants totaling \$1.4 million over twelve years. This includes three Assessment Grants in 2005, 2008, and 2013 (Hazardous only) and a single Cleanup Grant in 2009 and 2011. The City has satisfied all previous grant requirements including complying with the cooperative agreement work plan and successfully completing all reporting in a

timely-manner. Further, the City has worked diligently to update the ACRES database as additional information (i.e. leveraged funding, project updates, jobs created, properties cleared for redevelopment etc.) has become available. City officials are committed to continuing to report these future accomplishments to the EPA even beyond the grant period to support the EPA Brownfields program. Recent grants include the following:

1. 1001 South 6th Street Cleanup (2009), *Brownfield Cleanup Grant (BF-97712001)*

- Funds Expended (Remaining Balance): \$200,000 (\$0)
- Compliance with Cooperative Agreement Requirements: Met
- Select Accomplishments: Completion of Community Involvement Plan, QAPP, ABCA, and enrollment of site into the Iowa LRP

1001 South 6th Street (Harvester II) Cleanup: Site cleanup activities focused on excavating polycyclic aromatic hydrocarbons (PAHs), lead, and arsenic contaminated soils from the site. Excavation included removal of the upper three feet of material in identified areas and the top soil from the entire property. Upon completion, clean backfill was brought in to fill all excavated areas. IDNR approved cleanup report without any restrictions on the land. The newly formed nonprofit Pottawattamie Arts, Culture and Entertainment (PACE) is currently working to redevelop this building into an arts and cultural center and has received \$7 million from the Iowa West Foundation for the \$25 million dollar project.

2. Former Katelman Foundry Cleanup (2011), *Brownfield Cleanup Grant (BF-97728101)*

- Funds Expended (Remaining Balance): \$200,000 (\$0)
- Compliance with Cooperative Agreement Requirements: Met
- Select Accomplishments: Completion of Community Involvement Plan, QAPP, ABCA, and enrollment of site into the Iowa LRP

Former Katelman Foundry Cleanup: Excavation activities included removing the top two feet of material from identified contamination areas which totaled approximately 4,840 cubic yards of material. Upon the completion of the excavation activities, clean backfill was brought in to fill the excavated areas. Plans were approved by the IDNR with land covenants restricting use due to the depth of contamination. The depth of soil removed was sufficient for commercial and industrial type land uses but is not compliant with the regulations for residential land-use types. Since the completion of cleanup, the city has partnered with EPA for a conceptual design utilizing the Land Revitalization Technical Assistance Program.

3. Mid-City Area-Wide Plan (2013), *Brownfield Area-Wide Planning Grant (TR-977417010)*

- Funds Expended (Remaining Balance): \$165,620 (\$0)
- Compliance with Cooperative Agreement Requirements: Met
- Select Accomplishments: Implemented Brownfields Area-Wide Plan for Mid-City Area.

Mid-City Area-Wide Plan: In November 2015, the City adopted the Mid-City Area Wide Plan as an amendment to the *Bluffs Tomorrow: 2030 Plan* (Comprehensive Plan). The outcomes of the plan included a comprehensive land use assessment and analysis; an economic and market trends analysis of regional and local forces; identification and description of all brownfield sites with an emphasis on the reuse and redevelopment potential; and recommendations for future uses and actions to redevelop strategic sites and revitalize the community. Since the completion of the Mid-City Area-Wide Plan, the City was awarded a Making a Visible Difference (MVD) technical assistance grant to complete conceptual plans for the Mid-City Park located between South 12th Street to the east, Indian Creek to the west, Avenue B to the north and 5th Avenue to the south.

4. West Broadway Assessment Grant (2013), *Assessment Grant (BF-97741201)*

- Funds Expended (Remaining Balance): \$200,000 (\$0)
- Compliance with Cooperative Agreement Requirements: Met
- Select Accomplishments: Completed Phase I ESAs on 26 parcels and Phase II ESAs on 15 parcels.

Assessment funds have been primarily used to evaluate properties in the West Broadway Corridor area. The city assembled 19.54 acres of land in preparation for redevelopment of the corridor. Additional land acquisition and demolition of five commercial and eight residential properties is expected in the next five years following an anticipated successful EPA brownfield grant award.

Attachment A

City of Council Bluff Resolution No. 16-322

DRAFT

DRAFT

Attachment B

Letter from Iowa Department of Natural Resources

DRAFT



DEPARTMENT OF NATURAL RESOURCES

GOVERNOR KIM REYNOLDS
LT. GOVERNOR ADAM GREGG

DIRECTOR CHUCK GIPP

October 27, 2017

Susan Klein
Superfund Division/STAR
EPA Region VII
11201 Renner Blvd
Lenexa, KS 66219

RE: Area-wide Hazardous Substance Brownfield Assessment Grant Application for the
West Broadway Corridor, City of Council Bluffs, Iowa

Dear Susan:

This letter is submitted as a statement of acknowledgement, review and support for the City of Council Bluffs' area-wide brownfield hazardous substance assessment grant application, in the amount of \$200,000, through funding authorized by §104(k) of CERCLA. This application and brownfield assessment initiative addresses hazardous substance contamination at industrial and commercial properties in the City's "West Broadway Corridor".

The target area encompasses approximately almost 300 acres, and serves as a link between the respective central business districts of Council Bluffs, Iowa and Omaha, Nebraska. The West Broadway Corridor historically developed around the railroad and U.S. Highway 6, which encouraged manufacturing and warehouse facilities to locate on adjacent properties. Over time, the corridor transitioned to highway commercial development as more automobiles traveled the roadway. This perpetuated the slow decline and/or eventual closure of many of the industrial operations. Perceived contamination issues have left many properties underutilized or redeveloped with conflicting land uses; these factors have contributed to reduced property values of vacant and abandoned commercial/industrial buildings, as well as the value of homes in adjacent residential homes, and residual contaminants have the potential to affect public health.

The City of Council Bluffs has demonstrated ongoing success with brownfield redevelopment planning and action in the past, including the implementation of other 104(k) brownfield assessment and cleanup grants, which have resulted in environmental improvement and value-added redevelopment of brownfield sites within the City.

The department appreciates the opportunity to have reviewed this project and its goals, and we support the brownfield assessment strategies as presented in this application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mel Pins', is written over a light blue horizontal line.

Mr. Mel Pins
Executive Officer
Iowa Brownfield Redevelopment Program

WALLACE BUILDING, 502 E 9TH ST, DES MOINES IA 50319

Phone: 515-725-8200

www.iowaDNR.gov

Fax: 515-725-8202

Attachment C
Letters of Commitment

DRAFT



October 26, 2017

Mr. Brandon Garrett
Community Development Department
209 Pearl Street
Council Bluffs, Iowa 51503

RE: EPA Grant Application

Dear Mr. Garrett:

I am writing to express the support of the 712 Initiative for your assessment grant application to the U.S. Environmental Protection Agency (EPA). It is our understanding these funds will be used for environmental site assessments in the West Broadway corridor. Having completed several redevelopment projects within the corridor, we can attest that the need exists.

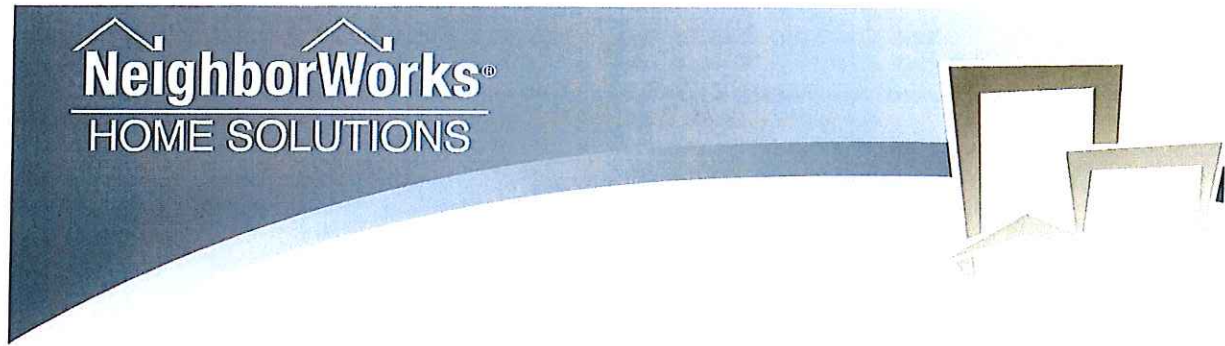
The 712 Initiative as the local redevelopment nonprofit agency is committed to assisting the City with its redevelopment efforts within the West Broadway Corridor. In the past we have worked with the City in redeveloping properties and adjacent land to our properties owned in the corridor to further development in Council Bluffs. The West Broadway corridor still remains as one of two important areas that we are committed to redeveloping in the future.

The application to the EPA assessment grant program is essential to furthering the City's goal of redevelopment in the main business corridor of Council Bluffs. We are committed to assisting the City in its efforts where possible and continuing the redevelopment of the West Broadway corridor.

Sincerely,

A handwritten signature in black ink that reads "Sheryl Garst".

Sheryl Garst, CEO
The 712 Initiative



October 31, 2017

Mr. Brandon Garrett
Community Development Director
City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

RE: EPA Assessment Grant Application for the West Broadway Corridor

Dear Mr. Garrett:

This letter is to enthusiastically indorse the City's application to the Environmental Protection Agency's Assessment Grant program for the West Broadway Corridor.

NeighborWorks Home Solutions (NWHS) operates as a non-profit organization involved in community building and engagement through neighborhood associations, acquisition of homes for rehabilitation and construction of quality new homes for low to moderate income families. We have enjoyed collaborating with the City on many projects that have helped improve existing neighborhoods.

NWHS utilizes vacant city-owned lots to construct single-family homes throughout the city including approximately 15 houses within or adjacent to the West Broadway Corridor. We work with private contractors as well as Iowa Western Community College (IWCC) to construct homes that are then marketed to qualified low to moderate income households. In our partnership with the City and IWCC, NWHS plans to construct 14 new homes in the 2900 block of Avenue J. Funds. This project is only possible due to the City's previous assessment grant that completed the Phase I and asbestos reports for the property prior to acquisition and

PO Box 111578
3520 Lake Street
Omaha, NE 68111

402.451.2939
www.nwhomesolutions.org

222 South 6th Street
Council Bluffs, IA 51501



Mr. Garrett

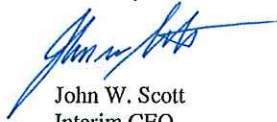
Page 2

October 31, 2017

demolition of a vacate school. This is just one way this grant is impacting the redevelopment of neighborhoods along the West Broadway Corridor.

Utilizing the assessment grant program to assess parcels within the West Broadway Corridor and its surrounding areas is essential to the city and its redevelopment. Therefore, NWHS wholeheartedly supports the City's application to the EPA Assessment Grant Program.

Sincerely



John W. Scott
Interim CEO

PO Box 111578
3520 Lake Street
Omaha, NE 68111

402.451.2939
www.nwhomesolutions.org

500 Willow Avenue
Suite 402
Council Bluffs, IA 51503



RESOLUTION NO. 17-250

A RESOLUTION AUTHORIZING THE MAYOR TO SUBMIT AN US ENVIRONMENTAL PROTECTION AGENCY (EPA) BROWNFIELDS ASSESSMENT GRANT.

WHEREAS, EPA established the Brownfields Assessment Grant Program and has announced funding availability under said Program;

WHEREAS, the City is an eligible applicant with a proven track record of successfully implementing funding under said Program; and

WHEREAS; the continued redevelopment of the West Broadway corridor will require environmental assessments associated with demolition, acquisition and private redevelopment; and

WHEREAS, said Program is a source of funding for environmental assessments; and

WHEREAS, an application for said funds is in the best interest of the City.

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

That the Mayor is hereby authorized and directed to submit an US EPA Brownfields Assessment Grant application.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

Department: Community
Development
Case/Project No.: SUB-17-010
Submitted by: Chris Meeks

Resolution 17-251

Council Action: 11/13/2017

Description

Resolution granting final plat approval of an 11-Lot Residential Subdivision to be known as Gethsemane Gardens, Replat 2. (Location: southwest corner of East Manawa Drive and Wallace Avenue)

Background/Discussion

The Community Development Department has received a request from Gethsemane Gardens, LLC as the applicant, and TAMCO Properties, LLC as the owner, for review and approval of a Final Subdivision Plat for a 10 lot (and one additional outlot) residential subdivision to be known as Gethsemane Gardens, Replat 2. The proposal consists of 1.772 acres, more or less, of land, and is located at the southwest corner of East Manawa Drive and Wallace Avenue.

The original subdivision plat for Gethsemane Gardens was approved by the Council Bluffs City Council with Resolution 08-04, and was approved on January 14, 2008. The original intent was for six detached single family dwellings on the lots that comprise that is under review. The proposed replat will feature 10 single-family attached dwellings, and one outlot that will contain a storm drainage and retention pond. Each of the dwelling units will have access on to Wallace Avenue.

Comments

1. The proposed subdivision is consistent with the purpose and intent of the Council Bluffs Municipal Subdivision and Zoning Ordinances.
2. The subject property is zoned R-2/Two-Family Residential District. All building construction within the proposed subdivision shall comply with the standards stated in Chapter 15.09.050, *Site development regulations, R-2/Two-Family Residential District* of the Council Bluffs Municipal Code (Zoning Ordinance).
3. All proposed lots comply with minimum R-2/Two-Family Residential District lot dimensions and size requirements for single-family attached dwelling units.
4. All dwelling units will have access to Wallace Road.
5. The platted outlot adjacent to the rear lot line of the dwelling units is to be used as a storm drainage and retention pond. Gethsemane Gardens, LLC is responsible for the continued maintenance of the retention pond.
6. All electric, cable and communication facilities shall be installed underground. All costs to construct, remove and/or relocate any utilities for the proposed subdivision shall be the responsibility of the applicant and not the City.
7. The Council Bluffs Public Works Department provided the following comments:
 - Note 1 only identifies an easement along the front lot line, we require 10 foot rear yard easements, and 5 foot front yard easements along perimeter lot lines.
 - Note 2 is not needed. Stormwater BMP maintenance should be added to the dedication of the pond as requirements.
8. The Council Bluffs Building Department stated they have no comments at this time.
9. The Council Bluffs Fire Department stated they have no comments for the proposed final plat.
10. Council Bluffs Water Works stated there is an existing water main on Wallace Avenue that abuts the proposed home parcels.

11. MidAmerican Energy Company stated they have no objections to this replat, but noted there are existing electric facilities on and adjacent to this proposal, and the current owner/developer will be responsible for any relocation or easement expenses associated with the request.
12. A public sidewalk shall be installed along the frontages of each lot prior to issuance of a Certificate of Occupancy for a dwelling on each lot, at no cost to the City.
13. A copy of the any private easements/covenants shall be provided to the City and recorded with the final plat.
14. The following technical corrections shall be made to the final plat prior to being executed:
 - a. Sheet 1 of 1:
 - i. Change the name of the City Clerk to “Jodi Quakenbush”.
 - ii. Add Stormwater BMP Statements to the Proprietor’s Dedication and Statement, and remove Note 2.

Recommendation

The Community Development Department recommends final plat approval of a 10-lot residential lot, and one outlot subdivision, to be known as Gethsemane Gardens, Replat 2, as legally described above and as shown on Attachment ‘A’, subject to all comments stated above and following conditions:

- a. All technical corrections shall be incorporated into the final plat document prior to being executed; and
- b. The final plat shall be recorded within 90 days of City Council approval or the plat shall become null and void unless an extension of has been requested and granted by the Community Development Department Director; and
- c. Conform to all City standards and specifications, the zoning and subdivision ordinances and the Department of Public Works Standards for Public Improvements; and
- d. All utilities shall be installed underground. Any cost to remove and/or relocate any utilities shall be the sole expense of the applicant and not the City; and
- e. The applicant shall provide a copy of any proposed covenants and/or private restrictions associated with the subdivision to the City; and
- f. A public sidewalk shall be installed along the frontages of each lot prior to issuance of a Certificate of Occupancy for a dwelling unit on each lot, at no cost to the City; and
- g. The developer shall provide the City with two sets of as-built construction drawings and a two-year maintenance bond, upon acceptance of all required improvements.

ATTACHMENTS:

Description	Type	Upload Date
SUB-17-010 Gethsemane Gardens, Replat 2 Final Plat PH Notice CC (11-13-17)	Resolution	11/2/2017
SUB-17-010 Gethsemane Gardens, Replat 2 Final Plat CC (11-13-17)	Resolution	11/2/2017
Resolution 17-251	Resolution	11/8/2017

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request of Gethsemane Gardens, LLC for final plat approval of an 11-lot residential subdivision to be known as Gethsemane Gardens, Replat 2, legally described as: Being a replat of lots 10 through 15, Gethsemane Gardens.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 13th day of November, 2017 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.

INDEX LEGEND
CITY: COUNCIL BLUFFS
COUNTY: POTTAWATTAMIE
SUBDIVISION: GETHSEMANE GARDENS, REPLAT 2
LOTS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 AND OUTLOT 'A'
PROPRIETOR: GETHSEMANE GARDENS, LLC
REQUESTED BY: GETHSEMANE GARDENS, LLC
PREPARED BY: ROGERS SURVEYING
LAND SURVEYING COMPANY: ROGERS SURVEYING

**FINAL PLAT OF
GETHSEMANE GARDENS, REPLAT 2**
BEING A RE-PLATTING OF LOTS 10, 11, 12, 13, 14, AND 15 OF GETHSEMANE GARDENS, COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.
OWNER: GETHSEMANE GARDENS, LLC
2006 SOUTH 11 STREET, COUNCIL BLUFFS, IOWA 51501

LEGEND:
 ○ - SET 5/8" REBAR WITH ALUMINUM CAP MARKED #7717, UNLESS OTHERWISE DESCRIBED ON DRAWING
 ● - FOUND 5/8" REBAR WITH ORANGE PLASTIC CAP MARKED #17108, UNLESS OTHERWISE DESCRIBED ON DRAWING

SCALE: 1" = 40'

NOTE: THIS DOCUMENT HAS BEEN REDUCED.



PREPARED BY: CARL H. ROGERS, JR. PHONE: (712) 366-9009
1688 ROLLING HILLS LOOP, COUNCIL BLUFFS, IOWA 51503

I HEREBY CERTIFY THAT WE WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES.

PROPRIETOR'S DEDICATION AND STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS THAT GETHSEMANE GARDENS, LLC, BEING THE SOLE OWNER OF THE PROPERTY DESCRIBED IN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOT 1, LOT 2, LOT 3, LOT 4, LOT 5, LOT 6, LOT 7, LOT 8, LOT 9, LOT 10 AND OUTLOT "A" AND TO BE KNOWN AS GETHSEMANE GARDENS, REPLAT 2.

THE STORM DRAINAGE AND RETENTION POND EASEMENT LOCATED IN OUTLOT "A" IS RESERVED BY GETHSEMANE GARDENS, LLC. SAID GETHSEMANE GARDENS, LLC SHALL BE RESPONSIBLE FOR THE CONTINUED MAINTENANCE OF SAID EASEMENT. THIS EASEMENT SHALL BE BINDING ON GETHSEMANE GARDENS, LLC AND ON THEIR SUCCESSORS AND ASSIGNS.

I HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE OFFICE OF THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUSLY WITH THE FILING OF THE FINAL PLAT:

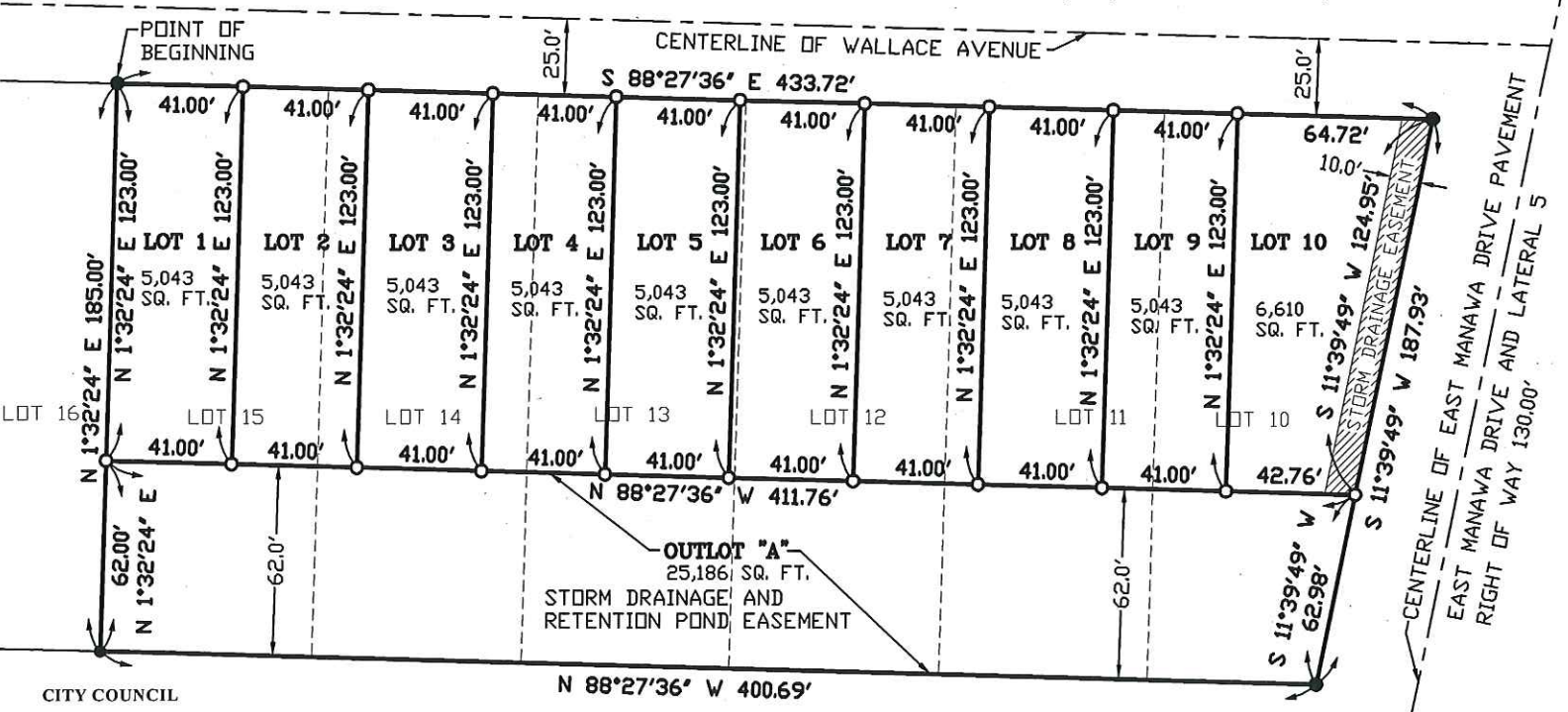
- A. THERE WILL BE PRIVATE RESTRICTIONS AND/OR COVENANTS FOR THIS SUBDIVISION.
- B. CERTIFIED STATEMENT RESOLUTION OF EACH GOVERNING BODY APPROVING THE SUBDIVISION OR WAVING THE RIGHT TO REVIEW.
- C. STATEMENT OF MORTGAGE HOLDER, IF ANY, THAT THE PLAT IS PREPARED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE MORTGAGE HOLDER, AND ISSUED A RELEASE FOR ALL AREAS CONVEYED TO THE GOVERNING BODY OR DEDICATED TO THE PUBLIC.

IN WITNESS THEREOF I DO HERETO SET MY HAND THIS _____ DAY OF _____, 2017.

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THIS DISPOSITION OF, GETHSEMANE GARDENS, LLC PROPERTY AS CONTAINED HEREIN ON THIS _____ DAY OF _____, 2017.

GETHSEMANE GARDENS, LLC, MANAGING MEMBER, JOHN A. HEININGER

GETHSEMANE GARDENS, LLC, MANAGING MEMBER, JOHN A. HEININGER



LEGAL DESCRIPTION:

BEING A RE-PLATTING OF LOTS 10, 11, 12, 13, 14 AND 15 OF GETHSEMANE GARDENS, PART OF THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 74 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, COUNCIL BLUFFS, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 15 OF GETHSEMANE GARDENS AND POINT OF BEGINNING; THENCE SOUTH 88°27'36" EAST, (ASSUMED BEARING), ALONG THE NORTH LINES OF SAID LOTS 10 THUR 15, INCLUSIVE OF GETHSEMANE GARDENS AND ALONG THE SOUTH RIGHT OF WAY LINE OF WALLACE AVENUE, A DISTANCE OF 433.72 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 10 OF GETHSEMANE GARDENS; THENCE SOUTH 11°39'49" WEST, ALONG THE EASTERLY LINE OF SAID LOT 10 OF GETHSEMANE GARDENS AND ALONG THE WESTERLY RIGHT OF WAY LINE OF EAST MANAWA DRIVE, A DISTANCE OF 187.93 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 10 OF GETHSEMANE GARDENS; THENCE NORTH 88°27'36" WEST, ALONG THE SOUTH LINES OF LOTS 10 THUR 15, INCLUSIVE OF GETHSEMANE GARDENS, A DISTANCE OF 400.69 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15 OF GETHSEMANE GARDENS; THENCE NORTH 1°32'24" EAST, ALONG THE WEST LINE OF SAID LOT 15 OF GETHSEMANE GARDENS, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 1.772 ACRES, MORE OR LESS.

NOTES:

1. A 10.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT LOT LINES IS RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES:
 - A) ERECTION OF STRUCTURES PROHIBITED: GRANTOR SHALL NOT ERECT ANY STRUCTURE OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER WHICH SHALL NOT BE UNREASONABLY WITHHELD, PROVIDED HOWEVER GRANTOR SHALL HAVE THE RIGHT TO PLACE AND MAINTAIN A SURFACED ROADWAY OVER AND WITHIN THE EASEMENT AREA.
 - B) CHANGE OF GRADE PROHIBITED: GRANTOR SHALL NOT CHANGE THE GRADE, ELEVATION OR CONTOUR OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER WHICH SHALL NOT BE UNREASONABLY WITHHELD.
 - C) RIGHT OF ACCESS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHT OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA AS HEREIN DESCRIBED.
 - D) REMOVAL AND REPLACEMENT: WITH THE EXCEPTION OF EXISTING STRUCTURES, THE COST OF REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY THE GRANTOR OR THEIR SUCCESSORS OR ASSIGNS.
 - E) SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED ONLY TO GRADING AND SEEDING.
 - F) DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, OR YARD OR OTHER IMPROVEMENTS OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO GRANTOR AND TO GRANTOR'S SATISFACTION.
 - G) EASEMENT RUNS WITH LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON GRANTOR AND ON GRANTOR'S SUCCESSORS AND ASSIGNS.
2. STORMWATER MANAGEMENT:

INDIVIDUAL LOT OWNERS, THEIR SUCCESSORS, AND ASSIGNS SHALL BE RESPONSIBLE TO PROVIDE AND MAINTAIN STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICE(S) BMP(S) TO MANAGE BOTH QUALITY AND QUANTITY TO CITY OF COUNCIL BLUFFS STANDARDS AND SPECIFICATIONS. STORMWATER MANAGEMENT BMP(S) SHALL BE APPROVED BY THE COUNCIL BLUFFS PUBLIC WORKS ENGINEERING DIVISION PRIOR TO CONSTRUCTION. COUNCIL BLUFFS PUBLIC WORKS ENGINEERING DIVISION ALSO RESERVES THE RIGHT TO INSPECT THE INSTALLED BMP(S) TO ENSURE PROPER MAINTENANCE.

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH DATE

ATTESTED TO BY

CITY CLERK: MARCIA L. WORDEN DATE

COMMUNITY DEVELOPMENT DIRECTOR: BRANDON GARRETT DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA.

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN GETHSEMANE GARDENS, REPLAT 2 SUBDIVISION, IS FREE FROM CERTIFY TAXES AND CERTIFY SPECIAL ASSESSMENTS.

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

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED JOHN A. HEININGER, TO ME PERSONALLY KNOWN, WHOM BEING BY ME DULY SWORN, DID SAY HE IS THE MANAGING MEMBER OF GETHSEMANE GARDENS, LLC, AND SAID JOHN A. HEININGER ACKNOWLEDGE THE EXECUTION OF THIS INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC IN AND FOR SAID STATE



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Carl H. Rogers, Jr. OCTOBER 9, 2017
CARL H. ROGERS, JR.
LICENSE NUMBER: 7717
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2018.
NUMBER OF SHEETS COVERED BY THIS SEAL: SHEET 1 OF 1

ROGERS SURVEYING 1688 ROLLING HILLS LOOP COUNCIL BLUFFS, IOWA		TITLE: FINAL PLAT OF GETHSEMANE GARDENS, REPLAT 2	
SCALE: 1" = 40'	PHONE: (712) 366-9009	CLIENT: GETHSEMANE GARDENS, LLC 2006 SOUTH 11 STREET COUNCIL BLUFFS, IOWA 51501	SHEET 1 OF 1
DATE: 10-09-2017	DRAWN BY: J.A.T. REVISED		

RESOLUTION NO. 17-251

A RESOLUTION GRANTING FINAL PLAT APPROVAL OF AN 11-LOT RESIDENTIAL SUBDIVISION TO BE KNOWN AS GETHSEMANE GARDENS, REPLAT 2.

WHEREAS, Gethsemane Gardens, LLC as the applicant, and TAMCO Properties, LLC as the owner, have requested review and approval of a Final Subdivision Plat for a 10-lot (and one additional outlot) residential subdivision to be known as Gethsemane Gardens, Replat 2; and

WHEREAS, The proposed land consists of 1.772 acres, more or less, of land, and is located at the southwest corner of East Manawa Drive and Wallace Avenue and is legally described as: Being a replat of lots 10 through 15, Gethsemane Gardens; and

WHEREAS, The following comments were provided for the proposed subdivision request:

1. The proposed subdivision is consistent with the purpose and intent of the Council Bluffs Municipal Subdivision and Zoning Ordinances.
2. The subject property is zoned R-2/Two-Family Residential District. All building construction within the proposed subdivision shall comply with the standards stated in Chapter 15.09.050, *Site development regulations, R-2/Two-Family Residential District* of the Council Bluffs Municipal Code (Zoning Ordinance).
3. The platted outlot adjacent to the rear lot line of the dwelling units is to be used as a storm drainage and retention pond. Gethsemane Gardens, LLC is responsible for the continued maintenance of the retention pond.
4. All electric, cable and communication facilities shall be installed underground. All costs to construct, remove and/or relocate any utilities for the proposed subdivision shall be the responsibility of the applicant and not the City.
5. The Council Bluffs Public Works Department provided the following comments:
 - a. Note 1 only identifies an easement along the front lot line, we require 10 foot rear yard easements, and 5 foot front yard easements along perimeter lot lines.
 - b. Note 2 is not needed. Stormwater BMP maintenance should be added to the dedication of the pond as requirements.
6. MidAmerican Energy Company stated they have no objections to this replat, but noted there are existing electric facilities on and adjacent to this proposal, and the current owner/developer will be responsible for any relocation or easement expenses associated with the request.
7. A public sidewalk shall be installed along the frontages of each lot prior to issuance of a Certificate of Occupancy for a dwelling on each lot, at no cost to the City.
8. A copy of the any private easements/covenants shall be provided to the City and recorded with the final plat.

- 9. The following technical corrections shall be made to the final plat prior to being executed:
 - a. Sheet 1 of 1:
 - i. Change the name of the City Clerk to “Jodi Quakenbush”.
 - ii. Add Stormwater BMP Statements to the Proprietor’s Dedication and Statement, and remove Note 2; and

WHEREAS, The Community Development Department recommends final plat approval of a 10-lot residential lot, and one outlot subdivision, to be known as Gethsemane Gardens, Replat 2, as legally described above and as shown on Attachment ‘A’, subject to all comments stated above and following conditions:

- a. All technical corrections shall be incorporated into the final plat document prior to being executed; and
- b. The final plat shall be recorded within 90 days of City Council approval or the plat shall become null and void unless an extension of has been requested and granted by the Community Development Department Director; and
- c. Conform to all City standards and specifications, the zoning and subdivision ordinances and the Department of Public Works Standards for Public Improvements; and
- d. All utilities shall be installed underground. Any cost to remove and/or relocate any utilities shall be the sole expense of the applicant and not the City; and
- e. The applicant shall provide a copy of any proposed covenants and/or private restrictions associated with the subdivision to the City; and
- f. A public sidewalk shall be installed along the frontages of each lot prior to issuance of a Certificate of Occupancy for a dwelling unit on each lot, at no cost to the City; and
- g. The developer shall provide the City with two sets of as-built construction drawings and a two-year maintenance bond, upon acceptance of all required improvements.

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

That the final plat approval for 11-lot residential subdivision to be known as Gethsemane Gardens, Replat 2, as legally described above, is hereby approved subject to all local, state and federal regulations; and

Planning Case No. #SUB-17-010

BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

November 13, 2017.

MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.:
Submitted by: Steve Carmichael,
Chief Building Official

Resolution 17-252

Council Action: 11/13/2017

Description

Resolution to amend Chapter 2.08 "Schedule of Fees" in connection with building permits correcting mislabeled units for sizing air conditioning and heating equipment and correcting fees for consistency with other permit fees.

Background/Discussion

The City of Council Bluffs adopted Resolution 16-29 on January 25, 2016. In Table 3-I, Electrical Permit Fees (Industrial, and Large Commercial with Valuation of \$5,000,000 or more), under System Fee Schedule, line number one is the calculation of electrical permit fees for Air Conditioning Equipment sized by tons(Tons) and line number three for the calculation of electrical fees for Heating Equipment is sized by kilowatts(kW). These calculation units are incorrect.

The calculation of electrical equipment fees associated with air conditioning equipment should be calculated by the horsepower(HP) or kilowatt (kW) of the motors required to run the air conditioning, not based on the tons of capacity of the equipment. The calculation of electrical equipment fees associated with heating equipment should be calculated by horsepower(HP) or kilowatt(kW) of the motors required to run, not just kilowatts(kW).

These proposed changes will provide the City with the correct units for the proper calculation of electrical permit fees for industrial permit and large commercial project permit applications.

The associated fees for lines one (air conditioning equipment) and three (heating equipment) will be changed to the same fee as line two (ventilation equipment). In addition, three other permit fees are proposed to be updated to be consistent with fees charged on all other permit applications.

The proposed updates for each respective section are noted on the attached Table 3-I Electrical Permit Fees (Industrial, and Large Commercial with Valuation of \$5,000,000 or more).

Since the January 2016 adoption of Table 3-I Electrical Permit Fees (Industrial, and Large Commercial with Valuation of \$5,000,000 or more) schedule, only one permit has been issued. A refund of overpaid fees will be made to that owner after the adoption of the corrected fees.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Table 3-I redlined	Other	11/2/2017
Table 3-I	Other	11/2/2017
Resolution 17-252	Resolution	11/8/2017

**TABLE 3-I ELECTRICAL PERMIT FEES
(Industrial, and Large Commercial with Valuation of \$5,000,000 or more)**

Permit Issuance

1. For the issuance of each electrical permit	\$ 286.00 <u>23.50</u>
2. For the issuing of each supplemental permit for which the original permit has not expired, been canceled, or finalized	\$ 143.00 <u>7.25</u>

System Fee Schedule

1. Air Conditioning Equipment sized by tens(Tons) horsepower(HP) or kilowatts(kW)	\$ 14.30 <u>9.53</u>
2. Ventilation Equipment sized by horsepower(HP)	\$9.53
3. Heating Equipment sized by kilowatts(kW) <u>or horsepower(HP)</u>	\$ 11.44 <u>9.53</u>
4. Pumps(P) sized by horsepower (HP)	\$8.17
5. Variable Air Volume Devices(VAV) sized by kilowatts(kW)	\$7.15
6. Emergency Electrical System Generators sized by kilowatts(kW)	\$1.14
7. Equipment Grounding Inspection sized by exothermic or mechanical terminations	\$0.03
8. Building Lightning Protection Inspection sized by exothermic or mechanical terminations	\$0.03
9. Temporary Power Service	\$286.00

For a temporary service pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances, sized by amps(AMPS) For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks, etc., sized by amps(AMPS)

Unit Fee Schedule

(Note: The following do not include permit issuing fees)

1. 120 volt Outlets sized by amps(AMPS)	\$0.76
2. Light Fixtures sized by wattage	\$0.05
3. Transformers sized by kilovolt-amps(kVA)	\$0.76
4. Motor Control Centers sized by amps(AMPS)	\$0.95
5. Sub-panels sized by amps(AMPS)	\$0.57
6. Industrial Appliances/Devices/Machinery	\$1.14
For fixed appliances/Devices/Machinery sized by kilo-watts(kW)	
7. Busways	\$1.43
For trolley and plug-in-type busways, sized by amps(AMPS)	
Note: An additional fee is required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways. A fee is not required for portable tools.	
8. Signs, Outline Lighting and Marquees	\$19.07
For signs, outline lighting systems or marquees sized by amps(AMPS)	
9. Services	\$0.95
Meter Loop & Service sized by kilowatts(KW)	
10. Miscellaneous Apparatus, Conduits and Conductors	\$14.30
For electrical apparatus, conduits and conductors for which a permit is required by for which no fee is herein set forth, sized by circuit amps(AMPS)	

Note: This fee is not applicable when a fee is paid for one or more service, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment.

Other Inspections and Fees

1. Inspections outside of normal business hours, per hour (minimum charge--two hours)	\$ 429.43 <u>286.00</u> *
2. Reinspection fees assessed under provisions of Section 305.8, per inspection	\$286.00*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge--one-half hour)	\$286.00* Additional
plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed	
4. (minimum charge--one-half hour)	\$286.00*

*Or the hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**TABLE 3-I ELECTRICAL PERMIT FEES
(Industrial, and Large Commercial with Valuation of \$5,000,000 or more)**

Permit Issuance

1. For the issuance of each electrical permit	\$23.50
2. For the issuing of each supplemental permit for which the original permit has not expired, been canceled, or finalized	\$7.25

System Fee Schedule

1. Air Conditioning Equipment sized by horsepower(HP) or kilowatts(kW)	\$9.53
2. Ventilation Equipment sized by horsepower(HP)	\$9.53
3. Heating Equipment sized by kilowatts(kW) or horsepower(HP)	\$9.53
4. Pumps(P) sized by horsepower (HP)	\$8.17
5. Variable Air Volume Devices(VAV) sized by kilowatts(kW)	\$7.15
6. Emergency Electrical System Generators sized by kilowatts(kW)	\$1.14
7. Equipment Grounding Inspection sized by exothermic or mechanical terminations	\$0.03
8. Building Lightning Protection Inspection sized by exothermic or mechanical terminations	\$0.03
9. Temporary Power Service	\$286.00

For a temporary service pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances, sized by amps(AMPS) For a temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lights, Christmas tree sales lots, fireworks, etc., sized by amps(AMPS)

Unit Fee Schedule

(Note: The following do not include permit issuing fees)

1. 120 volt Outlets sized by amps(AMPS)	\$0.76
2. Light Fixtures sized by wattage	\$0.05
3. Transformers sized by kilovolt-amps(kVA)	\$0.76
4. Motor Control Centers sized by amps(AMPS)	\$0.95
5. Sub-panels sized by amps(AMPS)	\$0.57
6. Industrial Appliances/Devices/Machinery For fixed appliances/Devices/Machinery sized by kilo-watts(kW)	\$1.14
7. Busways For trolley and plug-in-type busways, sized by amps(AMPS) Note: An additional fee is required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in-type busways. A fee is not required for portable tools.	\$1.43
8. Signs, Outline Lighting and Marquees For signs, outline lighting systems or marquees sized by amps(AMPS)	\$19.07
9. Services Meter Loop & Service sized by kilowatts(KW)	\$0.95
10. Miscellaneous Apparatus, Conduits and Conductors	\$14.30

For electrical apparatus, conduits and conductors for which a permit is required by for which no fee is herein set forth, sized by circuit amps(AMPS)

Note: This fee is not applicable when a fee is paid for one or more service, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment.

Other Inspections and Fees

1. Inspections outside of normal business hours, per hour (minimum charge--two hours)	\$286.00*
2. Reinspection fees assessed under provisions of Section 305.8, per inspection	\$286.00*
3. Inspections for which no fee is specifically indicated, per hour (minimum charge--one-half hour) plan review required by changes, additions or revisions to plans or to plans for which an initial review has been completed	\$286.00* Additional
4. (minimum charge--one-half hour)	\$286.00*

*Or the hourly cost to the jurisdiction, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

**RESOLUTION
NO 17-252**

**RESOLUTION AMENDING
CHAPTER 2.08 “SCHEDULE OF FEES”
IN CONNECTION WITH BUILDING PERMITS**

- WHEREAS, the city wishes to amend Section 13.16.120 “Electrical Code permit fees” by amending Table 3-I Electrical Permit Fees (Industrial, and Large Commercial with Valuation of \$5,000,000 or more); and
- WHEREAS, it is appropriate to update the schedule of fees in said section with the correct units for permit fee calculation; and
- WHEREAS, it is appropriate to update the permit fees in said section to be consistent with other similar permit fees; and
- WHEREAS, the city council deems approval of said amendments 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 Chapter 2.08 “Schedule of Fees” is hereby amended to the units and permit fee amounts designated in the attached schedule.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 17-253

Council Action: 11/13/2017

Description

Resolution authorizing the Mayor and City Clerk to execute Iowa Department of Transportation Agreement No. 2017-TJ-002 in connection with the I-29 Interstate Improvements and Railroad Consolidation.

Background/Discussion

This agreement is in reference to the Iowa DOT's Council Bluffs Interstate System Improvements and Railroad Consolidation projects.

The agreement allows for the transfer of jurisdiction for a portion of Iowa 192 (South Expressway) from the north limits of the I-29/80 interchange north to Iowa 906/West Kanesville Boulevard including the one-way pairs, a length of approximately 1.97 miles.

A cooperative agreement (2008-16-183) with the Iowa Department of Transportation, which included this transfer of jurisdiction, was approved by Resolution No. 08-232 on July 28, 2008.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Agreement	11/3/2017
Resolution 17-253	Resolution	11/8/2017

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for
Transfer of Public Road Jurisdiction**

County	<u>Pottawattamie</u>
City	<u>Council Bluffs</u>
Project No.	<u>TJ-192-1(29)--2M-78</u>
Iowa DOT	
Agreement No.	<u>2017-TJ-002</u>
Commission Order No.	<u></u>

This Agreement entered into by and between the Iowa Department of Transportation, hereinafter designated the "STATE", and the city of Council Bluffs, Iowa, a Local Public Agency, hereinafter designated the "LPA"; and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed as follows:

WITNESSETH, that

1. In accordance with the provisions of Iowa Code Sections 313.2 and / or 306.42, the STATE hereby agrees to transfer jurisdiction of the following public road segment(s), including all structures and right-of-way, to the LPA:

That portion of Iowa 192 from the north limits of the I-29/80 interchange north to Iowa 906/West Kaneshville Boulevard including the one-way pairs, a length of approximately 1.97 miles, as shown on Exhibit A attached.

- a. The LPA agrees to accept the road segment(s) described in this Agreement into its road system and maintain them in accordance with all applicable laws, regulations and administrative rules.
 - b. This transfer includes the following bridge(s): FHWA No.(s) 609090 and 500230. When this transfer becomes effective, the LPA shall be responsible for inspecting the bridge(s) in accordance with the National Bridge Inspection Standards (NBIS) and also for the continued maintenance, rehabilitation and eventual replacement of the bridge.
 - c. The LPA and the STATE have examined the physical condition of the public road segment(s) described in this Agreement and have agreed that:
 - i. The road segment(s) shall be transferred in its(their) present condition.
 - d. The transfer of jurisdiction of the public road segment(s) described in this Agreement shall take place following the execution of this agreement by both the LPA and the STATE as follows:
 - i. The LPA shall assume jurisdiction of the public road segment(s) described in this Agreement upon written notification to the LPA (by certified mail) of the time and date of the STATE's intention to transfer.
2. The LPA has inspected the public road segment(s) described in this Agreement and agrees to accept said road subject to the conditions set forth herein. In accordance with Iowa Code Section 306.42(6), neither the LPA nor the STATE shall be held liable for any claim for damage for any act or omission relating to the design, construction, or maintenance of the public road segment(s) described this Agreement that occurred prior to the effective date of the transfer.
 3. The STATE shall transfer to the LPA by quit-claim deed all its legal or equitable title or interest in the right-of-way, except as noted in Section 4 following, of the public road segment(s) described in this Agreement. The LPA shall accept said deed, pursuant to Iowa Code Section 306.42.

August 2013

4. If the STATE has acquired access rights by warranty deed for the public road segment(s) described in this Agreement, the LPA shall not, within 150 feet of the edge of any at-grade intersecting primary highway, either alter those rights or allow any new access.
5. Once the transfer of jurisdiction is complete, the LPA shall be responsible for signing the road segment. Procedures to modify the secondary route numbering system are outlined in Instructional Memorandum (IM) 4.01. The LPA shall also be responsible for any requests to modify the Farm to Market (FM) road system as outlined in IM 4.210 and 4.220.
6. If any section, provision, or part of this Agreement is found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
7. This Agreement shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
8. This Agreement including referenced exhibits, constitutes the entire Agreement between the LPA and the STATE concerning this transfer of jurisdiction. Representations made before the signing of this Agreement are not binding, and neither party has relied upon conflicting representations in entering into this Agreement. Any change or alteration to the terms of this Agreement must be in the form of an addendum to this Agreement. Said addendum shall become effective only upon written approval of the STATE and the LPA.

IN WITNESS THEREOF, each of the parties hereto has executed agreement No. 2017-TJ-002 as of the date shown opposite its signature hereafter.

CITY OF COUNCIL BLUFFS:

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of the City
was duly authorized to execute the same by virtue of a formal motion passed and adopted by the CITY
on the ____ day of _____, 20____.

Signed: _____
City Clerk of Council Bluffs, Iowa

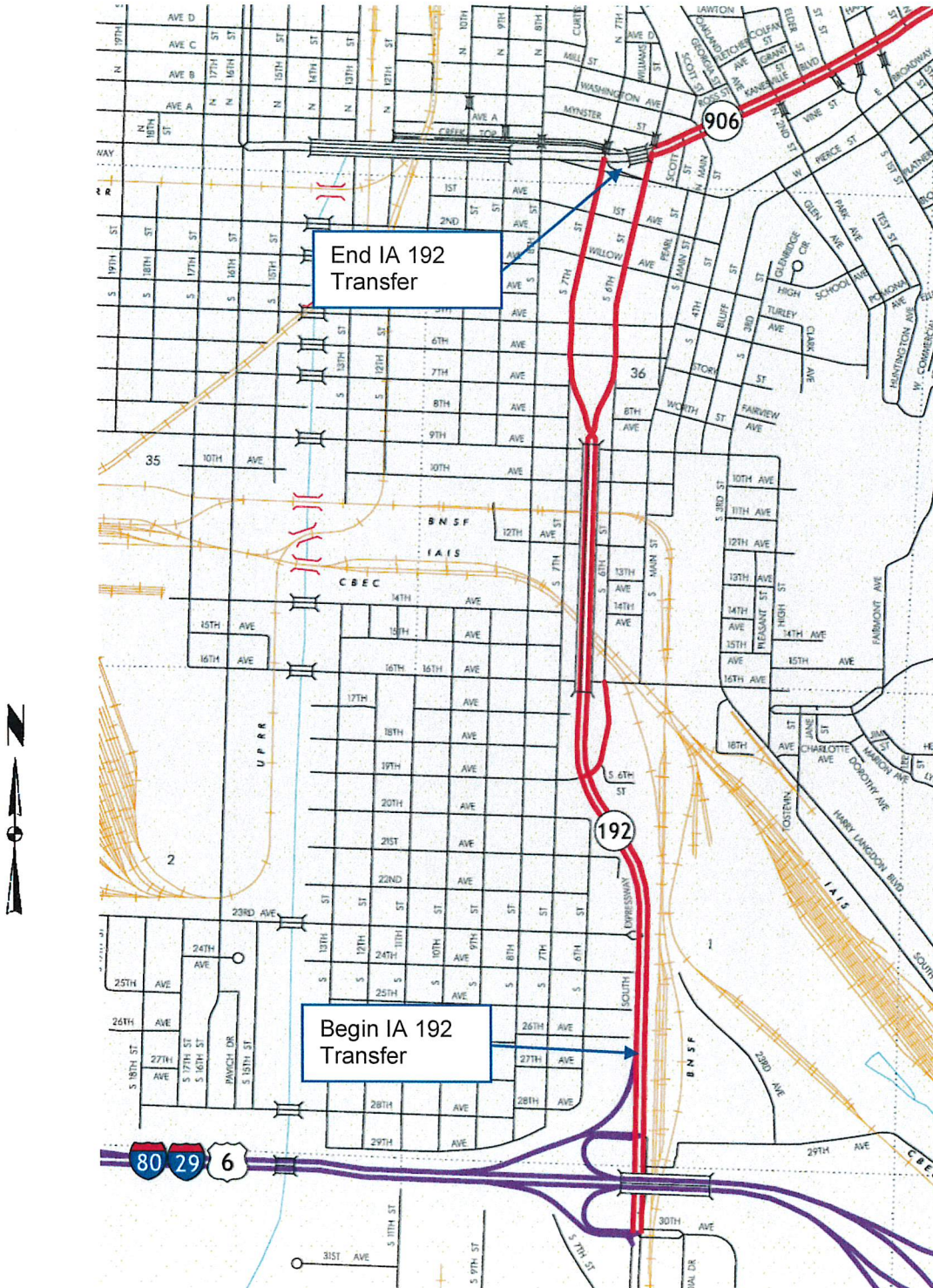
IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Scott A. Schram
District Engineer
District 4

Transfer of Jurisdiction Location

Council Bluffs, Iowa

That portion of Iowa 192 from the north limits of the I-29/80 interchange north to Iowa 906/West Kanesville Boulevard including the one-way pairs, a length of approximately 1.97 miles.



RESOLUTION
NO 17-253

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT NO. 2017-TJ-002
IN CONNECTION WITH
I-29 INTERSTATE IMPROVEMENTS AND RAILROAD CONSOLIDATION**

WHEREAS, the Iowa Department of Transportation wishes to make improvements known as the I-29 Interstate Improvements and Railroad Consolidation, within the city, as therein described; and

WHEREAS, Iowa Department of Transportation has submitted an agreement for said improvements that includes the transfer of jurisdiction from the State to the City, a portion of Iowa 192 from the north limits of the I-29/80 interchange north to Iowa 906/West Kaneshville Boulevard including the one-way pairs, a length of approximately 1.97 miles; and

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

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

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with Iowa Department of Transportation in connection with I-29 Interstate Improvements and Railroad Consolidation.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW18-08
Submitted by: Matthew Cox, City
Engineer

Resolution 17-254

Council Action: 11/13/2017

Description

Resolution authorizing the Mayor to execute an agreement with Olsson Associates, Inc. for engineering services in connection with the S. 6th Street Reconstruction. Project #PW18-08

Background/Discussion

Pottawattamie Arts, Culture & Entertainment (PACE) is a 501(c)3 organization with a mission to strengthen, develop and promote arts, cultural, and historical institutions, organizations, and activities in Council Bluffs and Pottawattamie County. PACE is planning to construct a new arts and cultural center in the Harvester II building, located west of the Harvester I building on South Main Street. The property for the new center is also bordered by S. 6th Street.

The City previously reconstructed S. 6th Street between 9th and 10th Avenues in 2012 in coordination with the new Community Health Center.

Improvements are needed to replace the remaining sanitary sewer which dates back to the 1950's and to improve the street now that the railroad tracks previously located along 11th Avenue have been removed.

This project will continue the needed reconstruction of 6th Street, south of 10th Avenue in coordination with the Harvester II/PACE project construction.

Olsson was selected as the most qualified to perform work on this project because of their existing knowledge of the site related to previous and ongoing work in the area. They are currently providing civil design services for the Harvester II site. Being able to coordinate "in-house" will help to ensure accurate and efficient communication with the site work, thus condensing project timelines and potentially reducing design costs to the city. They recently completed a project with a very similar arrangement at Harmony Street & Baughn Street, adjacent to the new YMCA site. Olsson successfully navigated this arrangement, providing the same advantages described above. Also beneficial to the project is their previous experience with reviewing the realignment of 6th Street to Main Street south of the Harvester site and the impact of making the 9th Avenue intersection with the South Expressway an at-grade intersection.

This project was included in the FY18 CIP with a tentative budget of \$450,000 in GO Bonds. The final project scope and reconstruction limits may require a modification to the CIP budget.

The schedule for construction is summer 2018.

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Agreement	11/3/2017
Resolution 17-254	Resolution	11/8/2017

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

November 1, 2017

The City of Council Bluffs
Attn: Matt Cox, City Engineer
209 Pearl Street, City Hall
Council Bluffs, IA 51503

Re: **MASTER AGREEMENT FOR PROFESSIONAL SERVICES
S. 6TH STREET RECONSTRUCTION – PW-18-08**

Dear Mr. Cox:

It is our understanding that The City of Council Bluffs (“Client”) requests Olsson Associates, Inc. (“Olsson”) to perform the services described herein pursuant to the terms of this Master Agreement for Professional Services, Olsson’s General Provisions, and any exhibits attached hereto (all documents constitute and are referred to herein as the “Agreement”).

The purpose of the Agreement is to provide the Client and Olsson with an operating agreement covering on-going services provided to Client. Upon request for services from the Client, Olsson will send to the Client a proposed **Work Order** for approval by Client. The Work Order will include the project location, anticipated start and completion dates, project description, compensation, and the Scope of Services. Olsson will commence work on individual projects upon receipt of a signed Work Order. An example of a Work Order is attached for your reference.

Olsson has acquainted itself with the information provided by Client relative to the Master Agreement and based upon such information offers to provide the services described in each Work Order. Client warrants that it is either the legal owner of the property to be improved by each Work Order or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached hereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Master Agreement, the attached exhibits, and the General Provisions regarding the services to be performed by Olsson, the terms of Exhibit A and B shall take precedence.

Olsson shall provide Client the Scope of Services for Projects as specified in each project Work Order. Olsson shall invoice Client for all services as outlined in each project Work Order. Olsson’s services may vary for each project. Olsson shall not commence work on any Work Order without Client’s prior approval in writing.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR SERVICES

Details of the schedule for each project will be outlined in the Work Order.

COMPENSATION

Compensation for each project will be outlined in the Work Order. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of the invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Agreement and the Agreement will represent the entire understanding between Client and Olsson with respect to any project subject to a Work Order. The Agreement may only be modified in writing signed by both parties.

Unless otherwise set forth in writing, Client’s designated representative shall be Matt Cox, City Engineer.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client’s designated representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of maximum 60 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By Michael C. Piernicky
Michael C. Piernicky, PE, PTOE

By Christopher M. Rolling
Christopher M. Rolling, PE, PTOE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

THE CITY OF COUNCIL BLUFFS

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Attachments

- Work Order (Example)
- General Provisions
- Exhibit A – Engineering Contract Provisions
- Exhibit B – Engineering Agreements

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(Example - Do Not Use - See Master Agreement Work Order)

WORK ORDER

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated _____ between _____ (“Client”) and Olsson Associates (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: _____
Project Description: _____

(Scope of Services, Schedule for Services, and Compensation shall be defined on a case by case basis.)

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client’s designated Project representative shall be _____.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of _____ days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By _____
Type Name Here (Optional)

By _____
Type Name Here (Optional)

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

THE CITY OF COUNCIL BLUFFS

By _____

Signature

Print Name _____

Title _____

Dated: _____

Attachments
(If Applicable)

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated November 1, 2017 between The City of Council Bluffs ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in

the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the

contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required

for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or

hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further

agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

Exhibit "A"

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

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

- a. withholding of payments to the Engineer under the contract until the Engineer complies; and/or,
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Engineer shall include the provisions of Paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the City of Council Bluffs, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that, in the event an engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Council Bluffs or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Council Bluffs or the Iowa Department of Transportation; and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit "B"

I. INDEMNIFICATION

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

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

II. INSURANCE

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

- | | |
|-----------------------------|---|
| 1. Professional Liability - | \$2,000,000 each claim; \$2,000,000 aggregate |
| 2. Vehicle Coverage | |
| Bodily Injury - | \$1,000,000 combined single limit (each accident) |
| 3. Worker's Compensation - | \$100,000 each accident |
| 4. General Liability - | \$1,000,000 each occurrence and \$2,000,000 aggregate |

III. ARBITRATION

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

The cost of the arbitration, if any, will be divided equally between the OWNER and the ENGINEER.

IV. ENGINEER'S RESPONSIBILITY

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

RESOLUTION
NO 17-254

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AGREEMENT WITH OLSSON ASSOCIATES, INC.
FOR ENGINEERING SERVICES IN CONNECTION WITH
S. 6TH STREET RECONSTRUCTION
PROJECT #PW18-08**

- WHEREAS, the city wishes to make improvements known as the S. 6th Street Reconstruction project, within the city as therein described; and
- WHEREAS, Olsson Associates, Inc. has submitted an agreement to provide engineering services for the work necessary for said improvements; and
- WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor is hereby authorized and directed to execute an agreement with Olsson Associates, Inc. for engineering services relative to the S. 6th Street Reconstruction project.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community
Development
Case/Project No.:
Submitted by: Brenda Carrico

Resoution 17-255

Council Action: 11/13/2017

Description

Resolution approving the Annual Urban Renewal Report for Fiscal Year 2016-2017.

Background/Discussion

Since 2012, the City has been reporting on its urban renewal areas and providing information concerning active urban renewal areas and any associated tax increment financing (TIF) districts. The primary emphasis of this report is to provide more information about past use of TIF revenue and projected future use.

Copies of plans, amendments, resolutions and ordinances have to be loaded into the state website for the urban renewal areas currently in effect. This year's report covers the period of July 1, 2016 to June 30, 2017.

In addition, the report asks for the following information: all projects in progress and those that were completed in the prior fiscal year;

- all expenditures paid from TIF in the prior fiscal year;
- the amount of outstanding debt payable from TIF;
- the amount of new TIF debt incurred in the prior fiscal year;
- details of each TIF rebate agreement, including the names of recipients, amount of rebate paid in the prior fiscal year and the number of new jobs created and the amount of private investment;
- the total taxable valuation in the TIF area and the amount of that valuation claimed for TIF purposes;
- a Public Building Analysis of any new projects using TIF revenue to fund the improvement of public (tax exempt) property; and
- the amounts spent for improvements related to housing for low and moderate income families and the amounts spent for direct assistance to housing for such families.

The report must be approved by the City Council before being considered complete. The report is due December 1, 2017. If the December 1st deadline is missed, the State will not certify the City budget.

The Community Development and Finance Departments collaborated on the completion of this report and have provided it for your review.

Recommendation

The Community Development and Finance Departments recommend approval of the Annual Urban Renewal Report for Fiscal Year 2016-2017.

ATTACHMENTS:

Description	Type	Upload Date
FY16-17 URN Report TIF-78G732-2015_11-03-2017 (11-13-17) CC	Resolution	11/3/2017

Annual Urban Renewal Report, Fiscal Year 2016 - 2017

Levy Authority Summary

Local Government Name: COUNCIL BLUFFS
 Local Government Number: 78G732

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL	78001	2
COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL	78029	2
COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL	78030	3
COUNCIL BLUFFS MANAWA BUSINESS PARK URBAN RENEWAL	78037	2
COUNCIL BLUFFS BARTS MOTEL URBAN RENEWAL	78038	1
COUNCIL BLUFFS MADISON-LINDBERG AVE URBAN RENEWAL	78043	1
COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL	78045	1
COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL	78046	3
COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL	78047	1
COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL	78048	1
COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL	78049	2
COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL	78052	1
COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL	78053	1
COUNCIL BLUFFS BLUFFS VISION URBAN RENEWAL	78054	0

TIF Debt Outstanding: 28,225,404

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 Amount of 07-01-2016 Cash Balance Restricted for LMI

TIF Revenue: 3,609,203
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 3,609,203

Rebate Expenditures: 1,174,029
 Non-Rebate Expenditures: 2,381,566
 Returned to County Treasurer: 0
Total Expenditures: 3,555,595

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 53,608 0 Amount of 06-30-2017 Cash Balance Restricted for LMI

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 24,616,201

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL
 UR Area Number: 78001

UR Area Creation Date: 03/1969

UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1983 ORIG COUNCIL BLUFFS UR TIF INCREM	78144	78145	0
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1983 COUNCIL BLUFFS UR TIF INCREM	78147	78148	6,066,853

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,603,653	27,549,815	0	0	-7,408	36,320,260	0	36,320,260
Taxable	0	2,560,821	24,794,854	0	0	-7,408	30,948,519	0	30,948,519
Homestead Credits									20

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: **0** **0** **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	229,995
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	229,995

Rebate Expenditures:	151,348
Non-Rebate Expenditures:	73,417
Returned to County Treasurer:	0
Total Expenditures:	224,765

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: **5,230** **0** **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL

Former NonPareil Building

Description:	117 Pearl Street
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Hughes-Irons Work

Description:	149 & 153 West Broadway
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Sawyer Building

Description:	125 West Broadway
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Parking lot behind the 100 block of West Broadway

Description:	Parking lot behind the 100 block of West Broadway
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Major Realty, LLC (assigned to PCDC)

Description:	148 West Broadway
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

The Rise on Broadway

Description:	103-115 West Broadway
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL

10 YEAR - 80% Rebate - Nonpareil Bldg

Debt/Obligation Type:	Rebates
Principal:	108,436
Interest:	0
Total:	108,436
Annual Appropriation?:	Yes
Date Incurred:	11/24/2010
FY of Last Payment:	2020

15 Yr - 85% Rebate - MAX \$625,000- Hughes Iron Bldg

Debt/Obligation Type:	Rebates
Principal:	396,660
Interest:	0
Total:	396,660
Annual Appropriation?:	Yes
Date Incurred:	11/26/2011
FY of Last Payment:	2027

15 yr 80% rebate, Max \$900,000 Sawyer Bldg

Debt/Obligation Type:	Rebates
Principal:	900,000
Interest:	0
Total:	900,000
Annual Appropriation?:	Yes
Date Incurred:	08/24/2013
FY of Last Payment:	2032

Parking Lot internal loan

Debt/Obligation Type:	Internal Loans
Principal:	429,848
Interest:	0
Total:	429,848
Annual Appropriation?:	No
Date Incurred:	07/21/2013
FY of Last Payment:	2018

2 payments, \$75,000 max Major Realty

Debt/Obligation Type:	Rebates
Principal:	75,000
Interest:	0
Total:	75,000
Annual Appropriation?:	Yes

Date Incurred:	12/15/2014
FY of Last Payment:	2018

15 year, 80% rebate, max of \$750,000

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2016
FY of Last Payment:	2035

Non-Rebates For COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL

TIF Expenditure Amount:	73,417
Tied To Debt:	Parking Lot internal loan
Tied To Project:	Parking lot behind the 100 block of West Broadway

Rebates For COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL

Former NonPareil Building

TIF Expenditure Amount: 26,746
Rebate Paid To: AMERICAN NATIONAL BANK
Tied To Debt: 15 Yr - 85% Rebate - MAX
\$625,000- Hughes Iron Bldg
Tied To Project: Hughes-Irons Work
Projected Final FY of Rebate: 2020

Hughes-Irons Work

TIF Expenditure Amount: 49,602
Rebate Paid To: Hughes-Iron Facilities Corporation
Tied To Debt: 15 yr 80% rebate, Max \$900,000
Sawyer Bldg
Tied To Project: Sawyer Building
Projected Final FY of Rebate: 2027

Major Realty

TIF Expenditure Amount: 75,000
Rebate Paid To: Major Realty
Tied To Debt: 2 payments, \$75,000 max Major Realty
Tied To Project: Major Realty, LLC (assigned to PCDC)
Projected Final FY of Rebate: 2018

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL (78001)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1983 ORIG COUNCIL BLUFFS
 UR TIF INCREM
 TIF Taxing District Inc. Number: 78145
 TIF Taxing District Base Year: 1983
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	03/1969
Blighted	03/1969
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	1,688,134	0	0	0	0

FY 2017 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL (78001)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1983 COUNCIL BLUFFS UR TIF
 INCREM
 TIF Taxing District Inc. Number: 78148
 TIF Taxing District Base Year: 1983
 FY TIF Revenue First Received: 1985
 Subject to a Statutory end date? No

UR Designation	
Slum	03/1969
Blighted	03/1969
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,603,653	27,549,815	0	0	-7,408	36,320,260	0	36,320,260
Taxable	0	2,560,821	24,794,854	0	0	-7,408	30,948,519	0	30,948,519
Homestead Credits									20

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	20,116,497	16,211,171	6,066,853	10,144,318	384,691

FY 2017 TIF Revenue Received: 229,995

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL
 UR Area Number: 78029
 UR Area Creation Date: 10/1987
 UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1987 COUNCIL BLUFFS WEST BROADWAY UR TIF INCREM	78149	78150	10,687,483
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2015 COUNCIL BLUFFS WEST BROADWAY AMEND UR TIF INCREM	78351	78352	0

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,169,389	63,201,763	0	0	-11,112	66,734,540	0	66,734,540
Taxable	0	1,763,002	56,881,637	0	0	-11,112	58,956,535	0	58,956,535
Homestead Credits									21

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue: 403,990
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 403,990

Rebate Expenditures: 0
 Non-Rebate Expenditures: 398,807
 Returned to County Treasurer: 0
Total Expenditures: 398,807

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 5,183 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL

West Broadway/Bunge Property

Description:	Site acquisition & demolition of Bunge Properties
Classification:	Acquisition of property
Physically Complete:	No
Payments Complete:	No

DD West Broadway LLC (22nd & Broadway)

Description:	Rebate TIF
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL

DD West Broadway LLC (22nd & Broadway)

Debt/Obligation Type:	Rebates
Principal:	477,468
Interest:	0
Total:	477,468
Annual Appropriation?:	No
Date Incurred:	04/07/2014
FY of Last Payment:	2026

West Broadway/Bunge property

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,400,192
Interest:	534,926
Total:	2,935,118
Annual Appropriation?:	Yes
Date Incurred:	01/01/2012
FY of Last Payment:	2022

Non-Rebates For COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL

TIF Expenditure Amount:	398,807
Tied To Debt:	West Broadway/Bunge property
Tied To Project:	West Broadway/Bunge Property

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL (78029)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1987 COUNCIL BLUFFS WEST BROADWAY UR TIF INCREM
 TIF Taxing District Inc. Number: 78150
 TIF Taxing District Base Year: 1987
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? No

UR Designation	
Slum	10/1987
Blighted	10/1987
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,169,389	63,201,763	0	0	-11,112	66,734,540	0	66,734,540
Taxable	0	1,763,002	56,881,637	0	0	-11,112	58,956,535	0	58,956,535
Homestead Credits									21

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	35,494,586	31,251,066	10,687,483	20,563,583	779,809

FY 2017 TIF Revenue Received: 403,990

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL (78029)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2015 COUNCIL BLUFFS WEST BROADWAY AMEND UR TIF INCREM
 TIF Taxing District Inc. Number: 78352
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	23,686,242	0	0	0	0

FY 2017 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL
 UR Area Number: 78030

UR Area Creation Date: 05/2001

UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS MARCC UR TIF INCREM	78252	78253	20,754,486
COUNCIL BLUFFS CITY AG/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS MARCC UR TIF INCREM	78254	78255	0
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS MARCC AMENDED UR TIF INCREM	78305	78306	0

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	51,421,807	0	0	0	51,421,807	0	51,421,807
Taxable	0	0	46,279,627	0	0	0	46,279,627	0	46,279,627
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	792,116
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	792,116

Rebate Expenditures:	0
Non-Rebate Expenditures:	787,458
Returned to County Treasurer:	0
Total Expenditures:	787,458

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 4,658 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL

BASS PRO DEVELOPMENT

Description:	BASS PRO RETAIL CENTER
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL

BASS PRO DEVELOPMENT

Debt/Obligation Type:	Rebates
Principal:	4,724,748
Interest:	0
Total:	4,724,748
Annual Appropriation?:	Yes
Date Incurred:	06/29/2007
FY of Last Payment:	2022

Non-Rebates For COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL

TIF Expenditure Amount:	787,458
Tied To Debt:	BASS PRO DEVELOPMENT
Tied To Project:	BASS PRO DEVELOPMENT

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL (78030)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS
 MARCC UR TIF INCREM
 TIF Taxing District Inc. Number: 78253
 TIF Taxing District Base Year: 2000
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2001

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	51,421,807	0	0	0	51,421,807	0	51,421,807
Taxable	0	0	46,279,627	0	0	0	46,279,627	0	46,279,627
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	1,614,045	46,279,627	20,754,486	25,525,141	967,960

FY 2017 TIF Revenue Received: 792,116

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL (78030)
 TIF Taxing District Name: COUNCIL BLUFFS CITY AG/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS
 MARCC UR TIF INCREM
 TIF Taxing District Inc. Number: 78255
 TIF Taxing District Base Year: 2000
 FY TIF Revenue First Received:
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2001

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	1,313	0	0	0	0

FY 2017 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL (78030)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS
 MARCC AMENDED UR TIF INCREM
 TIF Taxing District Inc. Number: 78306
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2001

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	26,000,000	0	0	0	0

FY 2017 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MANAWA BUSINESS PARK URBAN RENEWAL
 UR Area Number: 78037
 UR Area Creation Date: 12/2001
 UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY AG/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS MANAWA BUSINESS PARK UR TIF INCREM	78281	78282	0
COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS MANAWA BUSINESS PARK UR TIF INCREM	78283	78284	0

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 0 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2017

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MANAWA BUSINESS PARK URBAN RENEWAL (78037)
 TIF Taxing District Name: COUNCIL BLUFFS CITY AG/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS
 MANAWA BUSINESS PARK UR TIF INCREM
 TIF Taxing District Inc. Number: 78282
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received:
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2025

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2001

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	12,740	0	0	0	0

FY 2017 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MANAWA BUSINESS PARK URBAN RENEWAL (78037)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS
 MANAWA BUSINESS PARK UR TIF INCREM
 TIF Taxing District Inc. Number: 78284
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received:
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2025

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2001

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	29,680	0	0	0	0

FY 2017 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS BARTS MOTEL URBAN RENEWAL
 UR Area Number: 78038
 UR Area Creation Date: 02/2003
 UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS BARTS MOTEL UR TIF INCREM	78285	78286	0

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 0 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2017

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS BARTS MOTEL URBAN RENEWAL (78038)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS BARTS
 MOTEL UR TIF INCREM
 TIF Taxing District Inc. Number: 78286
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2013

UR Designation	
Slum	02/2003
Blighted	02/2003
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	314,011	0	0	0	0

FY 2017 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MADISON-LINDBERG AVE URBAN RENEWAL
 UR Area Number: 78043
 UR Area Creation Date: 01/2005
 UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2005 COUNCIL BLUFFS MADISON LINDBERG AVE UR TIF INCREM	78297	78298	0

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: **0** **0** **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: **0** **0** **Amount of 06-30-2017 Cash Balance Restricted for LMI**

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2017

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MADISON-LINDBERG AVE URBAN RENEWAL (78043)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2005 COUNCIL BLUFFS
 MADISON LINDBERG AVE UR TIF INCREM
 TIF Taxing District Inc. Number: 78298
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2015

UR Designation	
Slum	01/2005
Blighted	01/2005
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	34,067	0	0	0	0

FY 2017 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL
 UR Area Number: 78045
 UR Area Creation Date: 04/2007
 UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CO BLUFFS CITY/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS MARKETPLACE UR TIF INCREM	78319	78320	21,685,029

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	24,132,418	0	0	0	24,132,418	0	24,132,418
Taxable	0	0	21,719,175	0	0	0	21,719,175	0	21,719,175
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	742,662
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	742,662

Rebate Expenditures:	13,906
Non-Rebate Expenditures:	728,757
Returned to County Treasurer:	0
Total Expenditures:	742,663

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: -1 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL

Marketplace, LLC

Description:	Rebate TIF
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL

60% rebate for FY13-14, 90% rebate thereafter, maximum \$8.75 million

Debt/Obligation Type:	Rebates
Principal:	182,000
Interest:	0
Total:	182,000
Annual Appropriation?:	Yes
Date Incurred:	08/24/2013
FY of Last Payment:	2029

Iowa Finance Authority Economic Dev Bonds

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	5,535,000
Interest:	3,149,556
Total:	8,684,556
Annual Appropriation?:	Yes
Date Incurred:	05/20/2015
FY of Last Payment:	2029

Non-Rebates For COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL

TIF Expenditure Amount:	728,757
Tied To Debt:	Iowa Finance Authority Economic Dev Bonds
Tied To Project:	Marketplace, LLC

Rebates For COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL

3271 MARKETPLACE DRIVE

TIF Expenditure Amount:	13,906
Rebate Paid To:	LEGACY COUNCIL BLUFFS MARKET PLACE llc
Tied To Debt:	60% rebate for FY13-14, 90% rebate thereafter, maximum \$8.75 million
Tied To Project:	Marketplace, LLC
Projected Final FY of Rebate:	2029

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2017

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL (78045)
 TIF Taxing District Name: CO BLUFFS CITY/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS
 MARKETPLACE UR TIF INCREM
 TIF Taxing District Inc. Number: 78320
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2007

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	24,132,418	0	0	0	24,132,418	0	24,132,418
Taxable	0	0	21,719,175	0	0	0	21,719,175	0	21,719,175
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	37,940	21,719,175	21,685,029	34,146	1,169

FY 2017 TIF Revenue Received: 742,662

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL
 UR Area Number: 78046

UR Area Creation Date: 06/2003

UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2006 COUNCIL BLUFFS PLAYLAND PARK UR TIF INCREM	78315	78316	10,409,477
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2010 COUNCIL BLUFFS PLAYLAND PARK AMEND UR TIF INCREM	78331	78332	0
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2013 COUNCIL BLUFFS PLAYLAND PARK AMEND #3 UR TIF INCREM	78347	78348	0

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	12,947,600	0	12,947,600
Taxable	0	0	0	0	0	0	11,167,306	0	11,167,306
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue: 394,746
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 394,746

Rebate Expenditures: 250,043
 Non-Rebate Expenditures: 144,703
 Returned to County Treasurer: 0
Total Expenditures: 394,746

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 0 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL

Riverfront Apartments

Description:	Rebate TIF
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL

10 YEAR 60% REBATE

Debt/Obligation Type:	Rebates
Principal:	1,501,390
Interest:	0
Total:	1,501,390
Annual Appropriation?:	No
Date Incurred:	06/29/2007
FY of Last Payment:	2022

GO BONDS 2010C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	881,281
Interest:	101,251
Total:	982,532
Annual Appropriation?:	No
Date Incurred:	07/30/2010
FY of Last Payment:	2025

Non-Rebates For COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL

TIF Expenditure Amount:	144,703
Tied To Debt:	GO BONDS 2010C
Tied To Project:	Riverfront Apartments

Rebates For COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL

113 S. 38TH STREET

TIF Expenditure Amount:	250,043
Rebate Paid To:	RIVER PARK APARTMENTS
Tied To Debt:	10 YEAR 60% REBATE
Tied To Project:	Riverfront Apartments
Projected Final FY of Rebate:	2019

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL (78046)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2006 COUNCIL BLUFFS PLAYLAND PARK UR TIF INCREM
 TIF Taxing District Inc. Number: 78316
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? No

	UR Designation
Slum	06/2003
Blighted	06/2003
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	12,947,600	0	12,947,600
Taxable	0	0	0	0	0	0	11,167,306	0	11,167,306
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	808,462	11,167,306	10,409,477	757,829	28,738

FY 2017 TIF Revenue Received: 394,746

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL (78046)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2010 COUNCIL BLUFFS PLAYLAND PARK AMEND UR TIF INCREM
 TIF Taxing District Inc. Number: 78332
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	1,495	0	0	0	0

FY 2017 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL (78046)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2013 COUNCIL BLUFFS
 PLAYLAND PARK AMEND #3 UR TIF INCREM
 TIF Taxing District Inc. Number: 78348

TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	91,831	0	0	0	0

FY 2017 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL
 UR Area Number: 78047
 UR Area Creation Date: 02/2007
 UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2007 COUNCIL BLUFFS HAWKEYE HEIGHTS UR TIF INCREM	78317	78318	3,637,171

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	7,423,400	0	7,423,400
Taxable	0	0	0	0	0	0	6,402,683	0	6,402,683
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	137,928
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	137,928

Rebate Expenditures:	118,438
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	118,438

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 19,490 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL

Council Bluffs Retirement

Description:	Rebate TIF
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL

10 YEAR 65% YEAR I - 50% YEAR 2-10

Debt/Obligation Type:	Rebates
Principal:	361,108
Interest:	0
Total:	361,108
Annual Appropriation?:	Yes
Date Incurred:	03/10/2007
FY of Last Payment:	2019

Rebates For COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL

PRIMROSE RETIREMENT COMMUNITY

TIF Expenditure Amount:	118,438
Rebate Paid To:	TSMC Management, LLC
Tied To Debt:	10 YEAR 65% YEAR I - 50% YEAR 2-10
Tied To Project:	Council Bluffs Retirement
Projected Final FY of Rebate:	2019

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL (78047)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2007 COUNCIL BLUFFS
 HAWKEYE HEIGHTS UR TIF INCREM
 TIF Taxing District Inc. Number: 78318
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2007

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	7,423,400	0	7,423,400
Taxable	0	0	0	0	0	0	6,402,683	0	6,402,683
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	156,234	6,402,683	3,637,171	2,765,512	104,873

FY 2017 TIF Revenue Received: 137,928

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL
 UR Area Number: 78048

UR Area Creation Date: 06/1998

UR Area Purpose: Slum and blight

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2007 COUNCIL BLUFFS SOUTH MAIN UR TIF INCREM	78321	78322	1,634,091

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,436,522	11,759,298	18,043,375	0	-9,260	35,004,583	0	35,004,583
Taxable	0	2,467,850	10,583,385	16,239,038	0	-9,260	29,949,148	0	29,949,148
Homestead Credits									28

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: **0** **0** **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	68,375
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	68,375

Rebate Expenditures:	57,335
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	57,335

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: **11,040** **0** **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL

Prime Square

Description:	Rebate TIF
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL

10 YEAR 60% REBATE

Debt/Obligation Type:	Rebates
Principal:	169,168
Interest:	0
Total:	169,168
Annual Appropriation?:	No
Date Incurred:	10/22/2005
FY of Last Payment:	2019

Rebates For COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL

PRIME SQUARE SENIOR LIVING

TIF Expenditure Amount:	57,335
Rebate Paid To:	CBIA LLLP
Tied To Debt:	10 YEAR 60% REBATE
Tied To Project:	Prime Square
Projected Final FY of Rebate:	2019

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2017

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL (78048)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2007 COUNCIL BLUFFS
 SOUTH MAIN UR TIF INCREM
 TIF Taxing District Inc. Number: 78322
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? No

	UR Designation
Slum	06/1998
Blighted	06/1998
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,436,522	11,759,298	18,043,375	0	-9,260	35,004,583	0	35,004,583
Taxable	0	2,467,850	10,583,385	16,239,038	0	-9,260	29,949,148	0	29,949,148
Homestead Credits									28

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	30,295,901	4,717,942	1,634,091	3,083,851	116,945

FY 2017 TIF Revenue Received: 68,375

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL
 UR Area Number: 78049
 UR Area Creation Date: 02/2006
 UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CO BLUFFS CITY/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS OLD AIRPORT UR TIF INCREM	78323	78324	7,418,423
CO BLUFFS CITY AG/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS OLD AIRPORT UR TIF INCREM	78329	78330	0

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	65,213,728	0	0	0	65,213,728	0	65,213,728
Taxable	0	0	58,692,355	0	0	0	58,692,355	0	58,692,355
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016:

0

Amount of 07-01-2016 Cash Balance Restricted for LMI

TIF Revenue: 248,424
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 248,424

Rebate Expenditures: 0
 Non-Rebate Expenditures: 248,424
 Returned to County Treasurer: 0
Total Expenditures: 248,424

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017:

0

Amount of 06-30-2017 Cash Balance Restricted for LMI

Projects For COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL

Metro Crossing, LLC

Description:	Rebate TIF
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL

GO BONDS 2007B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	694,377
Interest:	0
Total:	694,377
Annual Appropriation?:	No
Date Incurred:	04/29/2007
FY of Last Payment:	2025

Non-Rebates For COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL

TIF Expenditure Amount:	248,424
Tied To Debt:	GO BONDS 2007B
Tied To Project:	Metro Crossing, LLC

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL (78049)
 TIF Taxing District Name: CO BLUFFS CITY/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS OLD AIRPORT
 UR TIF INCREM
 TIF Taxing District Inc. Number: 78324
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2006

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	65,213,728	0	0	0	65,213,728	0	65,213,728
Taxable	0	0	58,692,355	0	0	0	58,692,355	0	58,692,355
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	3,498,026	58,692,355	7,418,423	51,273,932	1,756,074

FY 2017 TIF Revenue Received: 248,424

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL (78049)
 TIF Taxing District Name: CO BLUFFS CITY AG/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS OLD
 AIRPORT UR TIF INCREM
 TIF Taxing District Inc. Number: 78330
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received:
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2006

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	819	0	0	0	0

FY 2017 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL
 UR Area Number: 78052

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2013 COUNCIL BLUFFS FRANKLIN AVE UR TIF INCREM	78339	78340	3,590,182

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	6,470,800	0	0	0	-9,260	6,461,540	0	6,461,540
Taxable	0	3,599,442	0	0	0	-9,260	3,590,182	0	3,590,182
Homestead Credits									17

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	124,972
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	124,972

Rebate Expenditures:	116,964
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	116,964

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 8,008 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL

FRANKLIN AVE

Description:	REBATE TIF
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL

100% TIF, 24 SEMI ANNUAL PMT

Debt/Obligation Type:	Rebates
Principal:	1,480,339
Interest:	0
Total:	1,480,339
Annual Appropriation?:	Yes
Date Incurred:	09/26/2011
FY of Last Payment:	2027

Rebates For COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL

FRANKLIN AVE

TIF Expenditure Amount:	116,964
Rebate Paid To:	MCCARTHY CONSTRUCITON INC
Tied To Debt:	100% TIF, 24 SEMI ANNUAL PMT
Tied To Project:	FRANKLIN AVE
Projected Final FY of Rebate:	2027

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL (78052)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2013 COUNCIL BLUFFS
 FRANKLIN AVE UR TIF INCREM
 TIF Taxing District Inc. Number: 78340

TIF Taxing District Base Year:	2013	UR Designation	
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	6,470,800	0	0	0	-9,260	6,461,540	0	6,461,540
Taxable	0	3,599,442	0	0	0	-9,260	3,590,182	0	3,590,182
Homestead Credits									17

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	180,245	3,590,182	3,590,182	0	0

FY 2017 TIF Revenue Received: 124,972

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL
 UR Area Number: 78053

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2013 COUNCIL BLUFFS BLUFFS NORTHWAY UR TIF INCREM	78341	78342	12,288,288

Urban Renewal Area Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	14,571,500	0	0	0	14,571,500	0	14,571,500
Taxable	0	0	13,114,350	0	0	0	13,114,350	0	13,114,350
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2016: 0 0 **Amount of 07-01-2016 Cash Balance Restricted for LMI**

TIF Revenue:	465,995
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	465,995

Rebate Expenditures:	465,995
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	465,995

TIF Sp. Rev. Fund Cash Balance as of 06-30-2017: 0 0 **Amount of 06-30-2017 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL

BLUFFS NORTHWAY URBAN REVEWAL

Description:	REBATE TIF
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL

12 YR 100% REBATE

Debt/Obligation Type:	Rebates
Principal:	4,122,656
Interest:	0
Total:	4,122,656
Annual Appropriation?:	Yes
Date Incurred:	01/17/2013
FY of Last Payment:	2027

Rebates For COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL

WALMART N. 16TH ST

TIF Expenditure Amount:	465,995
Rebate Paid To:	WALMART REALESTATE TRUST
Tied To Debt:	12 YR 100% REBATE
Tied To Project:	BLUFFS NORTHWAY URBAN REVEWAL
Projected Final FY of Rebate:	2027

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL (78053)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2013 COUNCIL BLUFFS
 BLUFFS NORTHWAY UR TIF INCREM
 TIF Taxing District Inc. Number: 78342
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2015 for FY 2017

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	14,571,500	0	0	0	14,571,500	0	14,571,500
Taxable	0	0	13,114,350	0	0	0	13,114,350	0	13,114,350
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2017	2,283,212	12,288,288	12,288,288	0	0

FY 2017 TIF Revenue Received: 465,995

Projects For COUNCIL BLUFFS BLUFFS VISION URBAN RENEWAL

MAC Ventures LLC

Description:	Fieldhouse and hotel development Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS BLUFFS VISION URBAN RENEWAL

15 year, 90% rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	04/25/2016
FY of Last Payment:	2036

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2017

RESOLUTION NO. 17-255

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR FISCAL YEAR 2016-2017.

- WHEREAS,** the Urban Renewal Reporting Act of 2012 (HF 2460) requires the preparation of an annual report on active urban renewal areas and associated tax increment financing districts; and
- WHEREAS,** this report must be approved the City Council before being considered complete; and
- WHEREAS,** the Community Development and Finance Departments worked together to complete and prepare this report in accordance with the requirements of state law; and
- WHEREAS,** this report is due to the Department of Management by December 1st of each year; and
- WHEREAS,** after review and consideration of the report, the City Council approves and hereby authorizes the submission of this report.

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

The Annual Urban Renewal Report for Fiscal Year 2016-2017 is hereby approved and City staff is authorized to submit this report to the Department of Management.

ADOPTED
AND
APPROVED:

November 13, 2017

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

Council Communication

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

Resolution 17-256

Council Action: 11/13/2017

Description

Resolution authorizing for annual certification for Tax Increment Financing Indebtedness.

Background/Discussion

According to Iowa Code Section 403.19, a City shall certify to the County Auditor on or before December 1, the amount of loans, indebtedness, or bonds which qualify for payment from a Tax Increment Financing (TIF) district for each established urban renewal area. This certification provides for the division of taxes collected attributable to specific projects.

The following projects require debt certification on or before December 1, 2017 for the collection of TIF funds in Fiscal Year 2019.

Mid-America Convention Center-Bass Pro
West Broadway-2200 W. Broadway, 2012C Bonds, 2016B Bonds, EPA Contract
Original 1983 Mall-117 Pearl, 149 W. Broadway, City Parking Lots
Metro Crossing - 2007B Bond
Playland Park- River Park Apartments, 2010C Bond
Marketplace-Legacy CB LLC, Iowa Finance Authority Bonds
Hawkeye Heights-1801 E Kanesville Blvd
South Main-822 S. Main St.
Bluffs Northway - Walmart
Franklin Ave-Kingsridge N

Recommendation

Council approve the resolution authorizing grant appropriation, certification of indebtedness, and direct filing of Certification to the County Auditor.

ATTACHMENTS:

Description	Type	Upload Date
TIF Request Summary	Resolution	11/6/2017
TIF Certification	Resolution	11/6/2017
Resolution 17-256	Resolution	11/8/2017

FY19 TIF REQUESTS

District	TIF Paid To	Comments	FY18 TIF requested	FY19 TIF Request	Final Pymt Year
Fund 127	MACC	Bass Pro - City	787,458	787,458	2022
		MAC Ventures (FY20)	Project Pending Completion		
Fund 131	W.Broadway	2012C Bonds-Bunge	316,202	320,000	2025
		D & D - 10 Years - 80%	93,000	51,000	2027
		2016B Bonds-Echo	875,515	926,539	2021
		Receiving 814K of the requested 875K			
Fund 132	1983 Mall Downtown	117 Pearl -Nonpareil 10 Yr 80%	28,000	29,000	2020
		149 W Bdwy Hughes Iron -15 Yr 85% - MAX \$625,000	50,000	55,000	2027
		City Parking Lots (00412 & 00508)	356,431	54,986	2019
		FY19 last year of TIF \$			
		125 W Bdwy Sawyer Bldg 15 Yr 80% Max 900,000	87,000	0	2032
		Over certified last year, due to assessor valuation error - FY18 payment will cover 2 1/2 years			
		103-115 W Broadway, The Rise	Project Pending Completion		
Fund 135	Metro Crossing	GO Bonds 2007B	280,824	165,129	2019
		FY19 last year of TIF \$			
Fund 136	Playland Park	Riverpark Apt 10 Yr 60%	241,000	250,326	2022
		GO Bond 2010C	123,410	123,410	2024
Fund 138	Market place	IFA & Legacy 90% - Max \$8,750,000	805,000	700,000	2029
		2.3 million decrease in assessed value			
Fund 139	Hawkeye Heights	TSMG Mgmt. 10 Yr 50%	115,000	108,500	2019
		FY19 last year of TIF \$			
Fund 140	South Main	CBIA LLP 10 Yr 60%	54,000	47,500	2019
		FY19 last year of TIF \$			
Fund 141	Bluffs Northway	Wal Mart 12 Yr 100% Max 5,000,000	465,994	415,000	2027
		1.3 million decrease in assessed value			
Fund 142	Franklin Ave	McCarthy 12 Yr 100%	125,000	143,000	2027
		500k increase in assessed value			
Totals			4,803,834	4,176,848	

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: MARCC 2000

Urban Renewal Area Number: 78030 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 787,458

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2017

Jethy Knott
Signature of Authorized Official

712-328-4685
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: MARCC 2000

Urban Renewal Area Number: 78030 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Bass Pro economic development agreement signed on Novemer 22, 2004 The agreement requires an annual appropriation of the funds to the Bass Pro Trust Account.	11-13-2017	787,458
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 787,458

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: West Broadway 1987

Urban Renewal Area Number: 78029 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 51,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2017

Kathy Knott
Signature of Authorized Official

712-328-4685
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: West Broadway 1987

Urban Renewal Area Number: 78029 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. D & D This grant requires an annual certification of debt which is currently estimated to be \$51,000. Our intent is to collect 80% of the captured revenue as calculated with certified levy rates for FY2019. Parcel # 754426359008 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-13-2017	51,000
2. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 51,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR**

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: West Broadway 1987

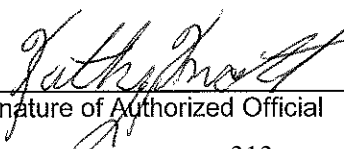
Urban Renewal Area Number: 78029 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
I would like to certify less than the maximum available TIF revenue for 2012C Bonds. The total amount being requested for FY 18/19 is \$320,000.	320,000
D & D requires an annual certification of debt which is currently estimated to be 51,000. Our intent is to collect 80% of the captured incremental revenue as calculated with certified levy rates for FY2019	51,000
I would like to certify less than the maximum available TIF revenue for 2016B Bonds. The total amount being requested for FY 18/19 is \$926,539.	926,539

Dated this 2nd day of November, 2017


Signature of Authorized Official

712-328-4685
Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Original 1983 Mall

Urban Renewal Area Number: 78001 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 138,986

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2017

Kathy Knott
Signature of Authorized Official

712-328-4685
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Original 1983 Mall

Urban Renewal Area Number: 78001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>117 Pearl Street (Nonpareil)</u> This grant requires an annual appropriation of debt which is currently estimated to be \$29,000. Our intent is to collect 80% of the capture incremental revenue based on FY 2019 certified levy rates. Parcel # 754436203008 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-13-2017	29,000
2. <u>141 W. Broadway (Hughes-Iron Works)</u> This grant requires an annual appropriation of debt which is currently estimated to be \$55,000. Our intent is to collect 85% of the capture incremental revenue based on FY 2019 certified levy rates. Parcel # 754425479002 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-13-2017	55,000
3. <u>100 Block Parking (Vine Street Parking)</u> Certifying an additional \$54,986 for FY 2019 internal fund loan. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-13-2017	54,986
4. _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 138,986

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR**

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Original 1983 Mall

Urban Renewal Area Number: 78001 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
I would like to certify less than the maximum available TIF revenue for the Original 1983 Urban Renewal Area. The grant for 117 Pearl requires an annual certification of debt which is currently estimated to be \$29,000. Our intent is to collect 80% of the captured incremental revenue as calculated with certified levy rates for FY2019.	29,000
I would like to certify less than the maximum available TIF revenue for the Original 1983 Urban Renewal Area. The grant for 149 W. Broadway requires an annual certification of debt which is currently estimated to be \$55,000. Our intent is to collect 85% of the captured incremental revenue as calculated with certified levy rates for FY2019.	55,000
We are requesting the total certified amount of \$54,986 for the 100 block of West Broadway internal loan fund.	54,986

Dated this 2nd day of November, 2017

Kathy Knott
Signature of Authorized Official

712-328-4685
Telephone

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR**

Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Legally Available TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Council Bluffs Playland Park Urban Renewal (Pott Co District 00015 & 00018)

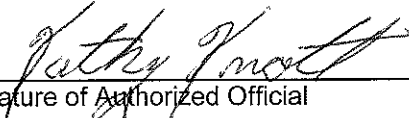
Urban Renewal Area Number: 78046 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
I would like to certify less than the maximum available TIF increment revenue for the River Park Apartments Urban Renewal Area. I would like to request incremental revenue we have estimated at \$250,356. Our intent is to collect 60% of the captured incremental revenue as calculated with certified levy rates for FY2019. Parcel # 754433126002	250,326
I would like to certify less than the maximum available TIF increment revenue for the Playland Park Urban Renewal Area. I would like to request incremental revenue we have estimated at \$123,410 for internal fund loan.	123,410

Dated this 2nd day of November, 2017



 Signature of Authorized Official

 Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Marketplace

Urban Renewal Area Number: 78045 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 700,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2017

Jathy Knott
Signature of Authorized Official

712-328-4685
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Marketplace

Urban Renewal Area Number: 78045 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. This grant requires an annual appropriation of debt which is currently estimated to be \$700,000. Our intent is to collect 90% of the captured incremental revenue based on FY2019 certified levy rates.	11-13-2017	700,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 700,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR

Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Hawkeye Heights

Urban Renewal Area Number: 78047 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 108,500

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2017

Kathy Knott
Signature of Authorized Official

712-328-4685
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Hawkeye Heights

Urban Renewal Area Number: 78047 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. This grant requires an annual appropriation of debt which is currently estimated to be \$108,500. Our intent is to collect 50% of the captured incremental revenue based on FY2019 certified levy rates.	11-13-2017	108,500
Parcel # 754329102005		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 108,500

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Bluffs Northway Urban Renewal (Walmart)

Urban Renewal Area Number: 78990 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 415,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2017

Kathy Inott
Signature of Authorized Official

712-328-4685
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Bluffs Northway Urban Renewal (Walmart)

Urban Renewal Area Number: 78990 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. A redevelopment agreement requires an annual appropriation of debt which is currently estimated to be \$415,000. Our intent is to collect 100% of the captured incremental revenue based on FY2019 certified levy rates.	11-13-2017	415,000
Parcel # 754423405001, 754423405002, 754423405003		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 415,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Franklin Avenue Urban Renewal

Urban Renewal Area Number: 78052 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 143,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2017



Signature of Authorized Official

712-328-4685

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Franklin Avenue Urban Renewal

Urban Renewal Area Number: 78052 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. This grant requires an annual appropriation of debt which is currently estimated to be \$143,000. Our intent is to collect 100% of the captured incremental revenue based on FY2019 certified levy rates.	11-13-2017	143,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 143,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

RESOLUTION NO. 17-256

A Resolution to authorize the Certification of Indebtedness and direct the filing of the Tax Increment Financing (TIF) Indebtedness Certification report with the County for Mid-America Convention Center, West Broadway, Original 1983 Downtown Mall, Metro Crossing, Playland Park, Marketplace, Hawkeye Heights, South Main, Bluffs Northway, and Franklin Avenue Urban Renewal Areas.

WHEREAS, the City of Council Bluffs has entered into development agreements within Mid-America Convention Center, West Broadway, Original 1983 Mall, Metro Crossing, Playland Park, Marketplace, Hawkeye Heights, South Main, Bluffs Northway, Franklin Avenue Urban Renewal Districts and;

WHEREAS, Mid-America Convention Center (Bass Pro Trustee), West Broadway (2200 W. Broadway-D & D, 2012C Bonds, 2016B Bonds, and EPA Contract) Original 1983 Mall (117 Pearl-Nonpareil, 149 W. Broadway-Hughes Iron, City Parking Lots), Metro Crossing (2007B Bonds), Playland Park (Riverpark Apartments and 2010C Bonds), Marketplace (Legacy CB LLC and BOKF), Hawkeye Heights (TSMM Management), South Main (CBIA LLP), Bluffs Northway (Walmart), Franklin Avenue (McCarthy Construction), for Certification of Indebtedness, and;

WHEREAS, according to Iowa Code Section 403.19, a City shall certify new debt to the County Auditor on or before December 1, the amount of loans, indebtedness, or bonds which qualify for payment from a Tax Increment Financing (TIF) district for each established urban renewal area. This certification provides for the division of taxes collected attributable to specific projects.

WHEREAS, the certification of the aforementioned TIF rebates is in the best interest of the City:

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That the Finance Director is hereby authorized to appropriate the grant, approve the Certification of Indebtedness and direct the filing of Certification to the County Auditor for Mid-America Convention Center, West Broadway, Original 1983 Downtown Mall, Metro Crossing, Playland Park, Marketplace, Hawkeye Heights, South Main, Bluffs Northway, and Franklin Avenue Urban Renewal Areas.

ADOPTED
AND
APPROVED:

November 13, 2017

Matthew J. Walsh,

Mayor

ATTEST:

Jodi Quakenbush,

City Clerk

Council Communication

Department: Human Resources
Case/Project No.:
Submitted by: Jon Finnegan and
Greg Reeder

Resolution 17-257

Council Action: 11/13/2017

Description

Resolution abolishing one (1) Civil Engineer I position, and establishing one (1) Right-of-Way Agent position within the Public Works Department.

Background/Discussion

- The Public Works Department routinely acquires property for improvement projects. This includes obtaining complete properties, right-of-ways, permanent easements, and temporary rights during construction.
- The property acquisition needs of the department have increased with three significant on-going programs requiring new right-of-way.
- Currently the Department budget includes a Civil Engineer I position. However, after a retirement, the position was re-evaluated and the job was not filled. It is proposed that the Civil Engineer I position be abolished and a new ROW Agent position created. The change in position will also include a reduction in pay from a non-union grade 24 to a non-union grade 21.
- At this time, Public Works relies on consultants to assist with property acquisition. Hiring a ROW Agent will greatly reduce the costs of consulting services related to property acquisition.
- Using a City employee for acquisition will decrease project costs, reduce project timelines, and improve the level of service provided to property owners affected by the project.

Recommendation

Approval of this resolution

ATTACHMENTS:

Description	Type	Upload Date
Job Description	Resolution	11/3/2017
Resolution 17-257	Resolution	11/13/2017



City of Council Bluffs

Job Description

Right-of-Way Agent

Department: Public Works

Supervisor: City Engineer

Location: City Hall

FLSA Status: Non-exempt

Prepared By: Mallory Davis, Recruiter

Prepared Date: November 2017

Union: Non-Union

Pay Grade: 21

Summary: Under the general direction of the City Engineer, performs technical office and field work in connection with the acquisition and disposition of real property and the obtaining of right-of-ways and easements for street and utility projects. Responsible for securing property deeds, easements, and agreements necessary for procuring real property for the City. Supervision is received from an administrative or technical superior through consultation and a review of reports, but the work requires the exercise of considerable independent judgment in conducting negotiations and while contacting the public.

Essential Duties and Responsibilities: includes the following.

- Consults with property owners or their authorized representatives to acquire real property rights by securing deeds, easements, licenses, or agreements for municipal projects
- Reviews and interprets abstracts, construction plans, tract maps, and detail sheets with corresponding legal descriptions to determine conformance, completeness, and accuracy
- Arranges for appraisals by competent appraisers of land and real estate which the City proposes to buy or sell
- Comprehends and interprets narrative, visual, and numerical information pertinent to the appraisal process including property descriptions, road plans, cross-sections, topographic maps, plan/profiles, technical studies, real estate laws, and zoning ordinances
- Prepares and maintains records of ownership, purchases, and sales of real property associated with City programs, including easements and right-of-ways, with associated descriptions, abstracts, and valuation documentation
- Conducts negotiations with property owners and answers questions about relocation rights and benefits
- Possesses knowledge of State and Federal laws, policies, and regulations relating to real estate, and specifically to the law of eminent domain as it relates to right-of-way acquisition for public use
- Regular and predictable attendance is required
- Other duties as assigned

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience:

- Bachelor's Degree in Business, Engineering, or related field
- Two years of experience in real estate property acquisition; real estate sales or management; relocation assistance; or right-of-way engineering
- Any equivalent combination of education and experience which provides the required knowledge, skills, and abilities

Physical Demands:

- While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and see, talk, and hear.
- The work environment is an office and community setting that is customer facing, with periods of very busy and relatively quiet cycles.

Other Skills and Abilities:

- Requires a thorough and complete knowledge of the principles, practices, and techniques involved in the purchasing and sale of real estate
- Knowledge of engineering terminology and practices used in surveying and land acquisition
- Knowledge of city ordinances and county real estate recording procedures
- Knowledge of legal descriptions and methods of appraising the value of real estate
- Skill in negotiating for the acquisition and sale of real property
- Ability to calculate mathematical solutions utilizing addition, subtraction, multiplication, division, and percentages for such purposes as determining compensation estimates and other considerations
- Ability to prepare documentation necessary for property acquisition
- Ability to make site inspections and determine the effects to a property from construction
- Ability to communicate with others both orally and in writing for purposes of gathering or explaining factual information or estimates; narrative, pictorial or graphic material; and rights and courses of action
- Ability to understand written or oral instructions
- Ability to operate a personal computer, using program applications (including word processing and spreadsheet programs) appropriate to assigned duties and responsibilities

A RESOLUTION MAKING CHANGES TO THE POSITIONS ASSIGNED TO THE
PUBLIC WORKS DEPARTMENT

WHEREAS, A thorough evaluation of existing resources and department needs has been conducted by the Public Works Director and City Engineer; and

WHEREAS, This evaluation showed a need to and abolish one (1) position and create one (1) position assigned to the Public Works Department; and

WHEREAS, Changes will have an impact on the authorized strength of the City; and

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

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

That the following position changes are hereby adopted and approved effective the dates approved by Council:

Abolish one (1) Civil Engineer 1 position.

Add one (1) Right-of-Way Agent position.

Adopted
and
Approved

November 13, 2017

MATTHEW WALSH, MAYOR

JODI QUAKENBUSH, CITY CLERK

Council Communication

Department: City Clerk
Case/Project No.: FD-18-02
Submitted by: Justin James

Resolution 17-258

Council Action: 11/13/2017

Description

Resolution authorizing the Mayor and City Clerk to execute an agreement with Olson Bros. Constuction for the the CB Fire Station 5 Storage Building Project. (FD-18-02)

Background/Discussion

The Council Bluffs Fire Department is requesting to build an apparatus storage building to be located at 3405 South 11th Street. This location also houses our Regional Training Facility. The New Building will be a partnership between the City and Pottawattamie County Emergency Management. The facility will be used to store both our standby apparatus and rescue boats along with EMA's Command Center. The location of this building will allow for quick access to much needed resources both during emergency responses and training events.

This is a much needed addition that will allow for us to safely store our assets in a climate controlled building that is securely located at one of our current locations.

Funding for this project will be paid for with General Fund CIP Project No. FD-18-02 and the Pottawattamie County's EMA general operating budget.

The estimated cost of this project is \$ 385,000.

The project schedule is as follows: Set Public Hearing September 25, 2017

Hold Public Hearing October 9, 2017

Letting November 1, 2017

Award November 13, 2017

Construction End April 1, 2018

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Award letter & bid tab	Other	11/7/2017
Resolution 17-258	Resolution	11/8/2017



November 2, 2017

Rick Reichenberg
Council Bluffs Department of Public Works
209 Pearl Street
Council Bluffs, Iowa 51503

Subject: **Council Bluffs Fire Station #5 Storage Building**
HGM Project #150617
City Project No. FD18-02

Dear Rick:

Attached is the bid tabulation for the above referenced project.

Based upon bids received on November 1, 2017, Olson Brothers Construction Co. had the lowest bid for Contract in the amount of \$343,387.00.

We hereby recommend award of the subject roof repair projects to Olson Brothers Construction Co. of Council Bluffs as set forth above.

Sincerely,
HGM ASSOCIATES INC.

A handwritten signature in blue ink that reads "Dean Fajen".

Dean S. Fajen, P.E., AIA
Project Manager

Attachment: Bid Tabulation

P:\150617 CB Fire Station 5 Stor Bldg\Word-XL\Bids\CBFS #5 Award LTC.docx

TABULATION OF BIDS

Project: Council Bluffs Fire Station #5 Storage Building

HGM ASSOCIATES INC.
640 Fifth Avenue
Council Bluffs, Iowa 51501
HGM Project No. 150617
City No. FD18-02

Bid Date: Wednesday, November 01, 2017

Bid Location: City Clerk's Office

ITEM NO.	DESCRIPTION	BIDDER:	Olson Bros. Council Bluffs, IA	Andersen Constr. Council Bluffs, IA	ConStruct Inc. Omaha, NE	TJJ Constr. Council Bluffs, IA
A	Bid Bond Included		X	X	X	X
B	Addenda Acknowledged (3)		X	X	X	X
C	Lump Sum Bid		343,387.00	368,593.00	400,000.00	460,920.00
D	Bid Alternate #1 - Replace Metal Building (13 34 19) with Post Frame Building System (13 34 20)		\$55,100	(\$29,404)	(\$10,000)	(\$50,100)
E	Lump Sum Bid +/-		\$398,487	\$339,189	\$390,000	\$410,820
F	Completion Date: April 1, 2018					

ITEM NO.	DESCRIPTION	BIDDER:	Elkhorn West Con. Omaha, NE			
A	Bid Bond Included		X			
B	Addenda Acknowledged (3)		X			
C	Lump Sum Bid		465,500.00			
D	Bid Alternate #1 - Replace Metal Building (13 34 19) with Post Frame Building System (13 34 20)		None			
E	Lump Sum Bid +/-		\$465,500			
F	Completion Date: April 1, 2018					

RESOLUTION NO. 17-258

A RESOLUTION AUTHORIZING THE AWARDING OF THE CB FIRE STATION #5 STORAGE BUILDING PROJECT TO OLSON BROS. CONSTRUCTION.

WHEREAS, the Council Bluffs Fire Department recently let a bid for construction of a storage building located at Station 5; and

WHEREAS, the low bidder meet all of the bid specifications; and

WHEREAS, the low bidder took no exceptions and meet the original published specification to ensure a quality building shall be constructed.

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

That the Fire Department is hereby authorized to accept the CB Fire Station 5 Storage Building Project FD18-02 in the amount of \$343,387.00, and further award the contract to Olson Bros. Construction for said project.

ADOPTED
AND
APPROVED

November 13, 2017

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: City Clerk

Case/Project No.:

Submitted by: Jodi Quakenbush

Liquor License Renewals

Council Action: 11/13/2017

Description

- 1) Canvas Concoctions Art Studio, 116 West Broadway
- 2) Casey's General Store, 2301 South 24th Street
- 3) Dixie Quicks Luncheonette, Inc., 157 West Broadway
- 4) Great Wall, 900 Woodbury Avenue
- 5) Hy-Vee #2, 1745 Madison Avenue
- 6) Lighthouse Lounge, 401 Veteran's Memorial Hwy
- 7) Pizza King, 1101 North Broadway
- 8) Puerto Vallarta Mexican Restaurant, 3312 West Broadway
- 9) Target, 3804 Metro Drive

Background/Discussion

Police Calls for Service:

There have been no alcohol related calls to any of these locations this licensing period.

Recommendation

Approval