



**Study Session Agenda
City of Council Bluffs, Iowa
October 21, 2024, 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 October 21, 2024, 7:00 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street**

AGENDA

REVISED: 10-17-24 at 1:45 pm to add Resolution 24-303

- 1. PLEDGE OF ALLEGIANCE**
- 2. CALL TO ORDER**
- 3. CONSENT AGENDA**
 - A. Approval of Agenda and tape recordings of these proceedings to be incorporated into the official minutes.
 - B. Reading, correction and approval of the October 7, 2024 City Council meeting minutes.
 - C. Resolution 24-285
Resolution accepting the work of Compass Utility, LLC as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the East Manawa Sewer Rehab, Phase XII. Project # PW24-09
 - D. Resolution 24-286
Resolution setting a public hearing for 7:00 p.m. on November 4, 2024 for the State Orchard Road Reconstruction Project #PW25-09
 - E. Resolution 24-287
Resolution setting a public hearing for 7:00 p.m. on November 4, 2024, on the plans, specifications, form of contract, and cost estimate for Mid-America Center Cooling Towers. Project #BM-25-02
 - F. Resolution 24-288
Resolution setting a public hearing for 7:00 p.m. on November 4, 2024 on the plans, specifications, form of contract, and cost estimate for the UP Museum Rooftop Mechanical. Project #BM-25-05
 - G. Resolution 24-289
Resolution setting a public hearing for 7:00 p.m. on November 4, 2024 on the plans, specifications, form of contract, and cost estimate for the WPCP Centrifuge Replacement. Project #PW24-18

- H. Resolution 24-303
Resolution directing the City Clerk to publish notice and setting a public hearing for November 4, 2024 at 7:00 p.m. on the plans, specifications and form of contract for the East Manawa Infrastructure Phase I Project.
- I. Claim
- J. Right of Redemption

4. PUBLIC HEARINGS

- A. Resolution 24-290
Resolution approving the plans, specifications, form of contract and cost estimate for the Council Bluffs Public Library Roof Replacement. Project # BM-25-08
- B. Resolution 24-291
Resolution approving the plans and specifications for the Kanesville Sanitary Sewer Extension. Project # PW24-21A
- C. Resolutions 24-292 & 24-293
Resolution 24-292 to dispose of City property formerly addressed as 1612 7th Avenue. OTB-24-007

Resolution 24-293 to dispose of City property formerly addressed as 1614 7th Avenue. OTB-24-008

5. ORDINANCES ON 3RD READING

- A. Ordinance 6613
Ordinance to amend the zoning map as adopted by reference in section 15.27.020 of the 2020 Municipal Code of Council Bluffs, by rezoning property legally described as Lots 10 – 15, Lockwood Place, all lying Northeast of Harry Langdon Boulevard and Northwest of I-80, along with the vacated Garfield Avenue Right-Of-Way adjacent; and Lot G, Auditor’s Subdivision of Lot 3, Mallett’s Subdivision, lying South of abandoned railroad Right-Of-Way and North of I-80, all in the City of Council Bluffs, from R-1/single-family residential district to I-2/General Industrial District, as set forth and defined in chapter 15.21.
- B. Ordinance 6614
Ordinance designating the 1st Ave and 17th Street subarea of the Council Bluffs Consolidated Urban Revitalization area for the City of Council Bluffs, Iowa.

6. RESOLUTIONS

- A. Resolution 24-294
Resolution accepting the bid of Compass Utility, LLC for the South 23rd Street Rehab, Phase I project. Project # PW24-12

- B. Resolution 24-295
Resolution authorizing the Mayor and City Clerk to execute Iowa Department of Transportation Federal Aid Agreement No. 2-24-STPU-022 for the West Graham Reconstruction Project #PW25-10.
- C. Resolution 24-296
Resolution accepting the bid of Midwest DCM for the Council Bluffs Recycle Center Paving and Scale Foundation Removal. Project# PW25-21
- D. Resolution 24-297
Resolution authorizing the Mayor and City Clerk to execute an agreement and award a contract in the amount of \$493,274.00 to United Utilities & Excavation, LLC for the Recreation Complex Facility Maintenance Yard Upgrade, Project R23-14 & R25-03.
- E. Resolution 24-298
Resolution to accept multiple parcels of property donated by Lannette Flood, legally described as stated in this Resolution, City of Council Bluffs, Pottawattamie County, Iowa.
- F. Resolution 24-299
Resolution authorizing the mayor to execute an agreement with Veenstra & Kimm, Inc. for engineering services in connection with the I-80 Pump Station Emergency Generator. Project # PW25-15
- G. Resolution 24-300
Resolution authorizing the use of American Rescue Plan Act (ARPA) funds for the East Manawa Grading Project.
- H. Resolution 24-301
Resolution authorizing the City to submit an U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant.
- I. Resolution 24-302
Resolution approving and authorizing execution of a Consent to Collateral Assignment of redevelopment agreement from Union at Bluffs Run, LP to Merchants Capital Corp.

7. APPLICATIONS FOR PERMITS AND CANCELLATIONS

- A. Liquor Licenses
 - 1. 712, 1851 Madison Avenue
 - 2. La Caretta Rosa, 620 South Main Street (NEW)
- B. Special Event Application
Veterans Day Parade

- 8. OTHER BUSINESS**
- 9. CITIZENS REQUEST TO BE HEARD**
- 10. ADJOURNMENT**

DISCLAIMER:

If you plan on attending this meeting and require assistance please notify the City Clerk's office at (712) 890-5261, by 5:00 p.m., three days prior to the meeting.



City Council Meeting Minutes October 7, 2024

CALL TO ORDER

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

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

Council Member absent: Roger Sandau.

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

CONSENT AGENDA

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

Reading, correction and approval of the September 23, 2024 City Council meeting minutes.

Resolution 24-270

Resolution setting a public hearing for 7:00 p.m. on October 21, 2024 for the Kaneshville Sanitary Sewer Extension. Project # PW24-21A

Resolution 24-271

Resolution setting the public hearing for 7:00 p.m. on October 21, 2024, on the plans, specifications, form of contract and cost estimate for the Council Bluffs Public Library Roof Replacement. Project # BM-25-08

Resolution 24-272

Resolution setting dates of a consultation on October 16, 2024 at 9:00 a.m. and a public hearing on November 4, 2024 at 7:00 p.m. on a proposed 2024 Amendment to the Bluffs Center I Urban Renewal Plan in the City of Council Bluffs, State of Iowa.

Resolution 24-273

Resolution setting dates of a consultation on October 16, 2024 at 9:00 a.m. and a public hearing on November 4, 2024 at 7:00 p.m. on a proposed 2024 Amendment to the West Broadway Urban Renewal Plan in the City of Council Bluffs, State of Iowa.

Resolutions 24-274 and 24-275

Resolution 24-274 of intent to dispose of and setting a public hearing for November 4, 2024 at 7:00 p.m. for City property formerly addressed as 1612 7th Avenue. OTB-24-007

Resolution 24-275 of intent to dispose of and setting a public hearing for November 4, 2024 at 7:00 p.m. for City property formerly addressed as 1614 7th Avenue. OTB-24-008
Claims and Right of Redemption

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

PUBLIC HEARINGS

Ordinance 6613

Ordinance to amend the zoning map as adopted by reference in section 15.27.020 of the 2020 Municipal Code of Council Bluffs, by rezoning property legally described as Lots 10 – 15, Lockwood Place, all lying Northeast of Harry Langdon Boulevard and Northwest of I-80, along with the vacated Garfield Avenue Right-Of-Way adjacent; and Lot G, Auditor's Subdivision of Lot 3, Mallett's Subdivision, lying South of abandoned railroad Right-Of-Way and North of I-80, all in the City of Council Bluffs, from R-1/single-family residential district to I-2/General Industrial District, as set forth and defined in chapter 15.21.

Joe Disalvo and Steve Gorman moved and seconded approval of Second Consideration of Ordinance 6613. Third Consideration to be held October 21, 2024 at 7:00 p.m. Unanimous, 4-0 vote. (Absent: Sandau)

Ordinance 6614

Ordinance designating the 1st Ave and 17th Street subarea of the Council Bluffs Consolidated Urban Revitalization area for the City of Council Bluffs, Iowa.

Joe Disalvo and Jill Shudak moved and seconded approval of Second Consideration of Ordinance 6614. Third Consideration to be held October 21, 2024 at 7:00 p.m. Unanimous, 4-0 vote. (Absent: Sandau)

Resolution 24-276

Resolution approving the plans and specifications for the 30th Avenue Reconstruction. Project # PW25-12

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-276. Unanimous, 4-0 vote. (Absent: Sandau)

Resolution 24-277

Resolution approving the West Broadway Extension Project.

Joe Disalvo and Jill Shudak moved and seconded approval of Resolution 24-277. Unanimous, 4-0 vote. (Absent: Sandau)

RESOLUTIONS

Resolution 24-278

Resolution authorizing the mayor to execute the consent to assignment of Council Bluffs Solid Waste Collections Contract 2023-2032 with Waste Connections of Nebraska, Inc.

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-278. Unanimous, 4-0 vote. (Absent: Sandau)

Resolution 24-279

Resolution to approve Change Order #1 for the Kaneshville Sanitary Sewer Extension. Project # PW24-21

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-279. Unanimous, 4-0 vote. (Absent: Sandau)

Resolution 24-280

Resolution authorizing the Mayor and City Clerk to execute an agreement with Peterson Contractors, Inc. for the East Manawa Grading Project.

Jill Shudak and Steve Gorman moved and seconded approval of Resolution 24-280. Unanimous, 4-0 vote. (Absent: Sandau)

Resolution 24-281

Resolution to amend the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan), specifically by reclassifying property legally described as Lots 10 – 15, Lockwood Place, all lying northeast of Harry Langdon Boulevard and northwest of I-80, along with the vacated Garfield Avenue right-of-way adjacent; and Lot G, Auditor's Subdivision of Lot 3, Mallett's Subdivision, lying south of abandoned railroad right-of-way and north of I-80, from 'Rural Residential/Agricultural' to 'Light Industrial'.

Joe Disalvo and Steve Gorman moved and seconded approval of Resolution 24-281. Unanimous, 4-0 vote. (Absent: Sandau)

Resolution 24-282

Resolution authorizing the mayor to execute an agreement with McClure for engineering services in connection with the Southwest Pump Station Trash Rack Replacement. Project # PW25-17

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-282. Unanimous, 4-0 vote. (Absent: Sandau)

Resolution 24-283

Resolution authorizing and directing the Mayor to execute the agreements and acceptance of property located at the northeast corner of the South Expressway and Veterans Memorial Highway, legally described in the Council packet, with Rodney D. Rhoden Trust pursuant to the terms of the Real Estate Transfer and Remediation Agreement and authorizing the Mayor to execute all documents transferring this property back to Rodney D. Rhoden Trust upon successful cleanup of the property or if the City does not successfully obtain a grant from the federal government for cleanup of this property.

Steve Gorman and Jill Shudak moved and seconded approval of Resolution 24-283. Unanimous, 4-0 vote. (Absent: Sandau)

Resolution 24-284

Resolution approving the use of 2025 Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Program funds and directing the Mayor to submit the 2025 Annual Action Plan to the City of Omaha and the U.S. Department of Housing and Urban Development (HUD).

Steve Gorman and Joe Disalvo moved and seconded approval of Resolution 24-284. Unanimous, 4-0 vote. (Absent: Sandau)

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses

1. 4th Street Legion, 716 S. 4th St.
2. Bertha's, 1322 N. 16th St.
3. Hy-Vee #2 Clubroom, 1745 Madison Ave. Clubroom Area
4. Pizza King, 1101 N. Broadway

Joe Disalvo and Jill Shudak moved and seconded approval of Applications for permits and cancellations, Liquors Licenses 1-4. Unanimous, 4-0 vote. (Absent: Sandau)

ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:08 p.m.

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

Matthew J. Walsh, Mayor
Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
 Case/Project No.: PW24-09
 Submitted by: Matthew Cox, Public
 Works Director

Resolution 24-285
 ITEM 3.C.

Council Action: 10/21/2024

Description

Resolution accepting the work of Compass Utility, LLC as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the East Manawa Sewer Rehab, Phase XII. Project # PW24-09

Background/Discussion

The area of East Manawa is very flat with open ditches. There are no storm sewers in this area and the streets are thin asphalt or seal-coated rock roads. During rainfall events, considerable surface ponding occurs due to the poor drainage.

The rehab program also includes installation of new sanitary sewers utilizing a vacuum system.

Phase I and II of the program included Huron Circle from Navajo to north of Osage Street. Phase III of the program was construction of the sanitary sewer vacuum pump station. Phase IV was the first phase of vacuum sewer installation with the porous pavement and subdrain system on Huron Circle from Navajo to just west of Blackhawk Street. Phases V through IX continued the rehab and completed Huron Circle, Blackhawk Street, Osage Street, Victor Street, Aztec Street, East Navajo Street and extended the vacuum sewer along Navajo Street. Phase X included Pickard Lane from Hall Walk (Alley) south to Navajo Street. Phase XI included Pickard Lane from Hall Walk (Alley) north to Navajo Street.

Phase XII included extending the vacuum sewer along the east side of Navajo Street from the pump station at the intersection of Mohawk and Navajo Street to Comanche Street and along the south side Comanche Street from Navajo Street to Apache Street.

	Division I <u>General</u>	Division II <u>Pavement</u>	Division IV <u>Sanitary Sewer</u>	<u>Total</u>
Original Contract Amount	\$221,534.56	\$87,664.75	\$733,530.22	\$1,042,729.53
Change Orders (-7.13%)	(\$22,679.36)	(\$18,777.02)	(\$32,862.03)	(\$74,318.41)
Final Contract Amount	\$198,855.20	\$68,887.73	\$700,668.19	\$968,411.12
Less Previous Payments	\$188,912.44	\$65,443.34	\$665,634.78	\$919,990.56
Retainage Due Contractor	\$9,942.76	\$3,444.39	\$35,033.41	\$48,420.56

The Contractor completed the project on time and did not receive any non-compliance notices.

Recommendation

Approval of this resolution accepting the work of Compass Utility, LLC for Phase XII as complete and authorizing the release of retainage after 30 days.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-285	Resolution	10/16/2024

**RESOLUTION
NO 24-285**

**RESOLUTION ACCEPTING THE WORK OF
COMPASS UTILITY, LLC IN CONNECTION WITH
THE EAST MANAWA SEWER REHAB, PHASE XII
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE
A CITY CHECK IN THE AMOUNT OF \$48,420.56
PROJECT #PW24-09**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Compass Utility, LLC, Council Bluffs, IA for the East Manawa Sewer Rehab, Phase XII; and
- WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the city clerk; and
- WHEREAS, a request for final payment in the amount of \$48,420.56 to Compass Utility, LLC, has been submitted to the city council for approval and payment; and
- WHEREAS, final payment is due 30 days after acceptance of the work; and
- WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said \$48,420.56 constitutes a valid obligation of the City and should in its best interest be paid.

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

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

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of \$48,420.56 payable to Compass Utility, LLC, from budget codes Division I, S36000-676000; Division II, S36000-676200; Division IV, S36000-676700; Project #2409X.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

October 21, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW25-07
Submitted by: Matthew Cox, Public
Works Director

Resolution 24-286
ITEM 3.D.

Council Action: 10/21/2024

Description

Resolution setting a public hearing for 7:00 p.m. on November 4, 2024 for the State Orchard Road Reconstruction Project #PW25-09

Background/Discussion

State Orchard Road is in need of reconstruction. The project extends approximately 2,500 feet in length, from Eastern Hills Drive to Steven Road. The existing street segment is a 22-foot wide rural section located within a 66-foot right-of-way. State Orchard Road pavement is in poor condition with no shoulders and open ditches for drainage. There are no pedestrian pathways.

The project will construct a new curbed concrete roadway with storm sewer and a trail on the west side of the roadway. Completing this segment of State Orchard Road will provide an improved roadway and trail connection from Eastern Hills Drive to Steven Road.

This project was included in the FY25 CIP and includes a budget of \$3,000,000 in Local Option Sales Tax funds.

The project schedule is as follows:	Set Public Hearing	October 21, 2024
	Hold Public Hearing	November 4, 2024
	Bid Letting	November 26, 2024
	Award	December 16, 2024
	Construction Start	Spring 2025

Recommendation

Approval of this resolution. The project will improve a deteriorated rural roadway to an urban standard and provide trail connections to EHD and Steven Road.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	10/8/2024
Notice of Public Hearing	Notice	10/8/2024
Resolution 24-286	Resolution	10/16/2024

PW 25-07 STATE ORCHARD ROAD RECONSTRUCTION



PROJECT LOCATION

Legend
PW25-07

Notice of Public Hearing
on the
Plans, Specifications, Form of Contract and Cost Estimate
for the
State Orchard Road Reconstruction
Project #PW25-07

A public hearing will be held on November 4, 2024, at 7:00 p.m. in the council chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract and cost estimate for the State Orchard Road Reconstruction project. The project will include construction of 6,820 square yards of 8 inch concrete street pavement, 2,374 square yards of 6” concrete trail pavement, 555 square yards of 6 inch concrete driveway pavement, 1,509 lineal feet of 15 inch concrete storm sewer pipe, 47 lineal feet of 18 inch concrete storm sewer pipe, 555 lineal feet of 24 inch concrete storm sewer pipe, 270 lineal feet of 36 inch concrete storm sewer pipe, 552 lineal feet of 42 inch storm sewer pipe, 102 lineal feet of 48 inch concrete storm sewer pipe and 19 each storm sewer inlets, and 7 each storm sewer manhole structures. At said hearing, any interested person may appear and file objections to such plans and specifications.

By Order of the City Council

of the

City of Council Bluffs, Iowa

Jodi Quakenbush, City Clerk

RESOLUTION
NO 24-286

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
STATE ORCHARD ROAD RECONSTRUCTION
PROJECT #PW25-07**

WHEREAS, the City wishes to make improvements known as the State Orchard Road Reconstruction within the City, as therein described; and

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

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

That the City Clerk is hereby ordered to set a public hearing on the plans, specifications, form of contract and cost estimate for the State Orchard Road Reconstruction setting November 4, 2024, at 7:00 p.m. as the date and time of said hearing.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

October 21, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: BM25-02
Submitted by: Cody Smith,
Facilities Superintendent

Resolution 24-287
ITEM 3.E.

Council Action: 10/21/2024

Description

Resolution setting a public hearing for 7:00 p.m. on November 4, 2024, on the plans, specifications, form of contract, and cost estimate for Mid-America Center Cooling Towers. Project #BM-25-02

Background/Discussion

The cooling towers for the Mid-America Center arena and convention center were installed when the building was new in 2002. The cooling towers are part of the facilities cooling system, and are used to disperse heat created by the chillers for the building. The cooling towers have reached the end of their useful life and are deteriorating. This deterioration causes sediment to build up in the system which slows the water flow. The sediment can plug the evaporator stopping water flow completely. This also causes the feed pipes within the tower to wear out, which makes compartments in the tower unusable. The reduced efficiency and continued deterioration of the system will lead to failures of the cooling tower shells leaving the system without the ability to cool the facility.

The work includes replacement of the cooling towers, associated piping, pump motors, controls, wiring, the addition of a grit separator to reduce future issues within the system, and the addition of variable frequency drives to modulate the pump motors to increase the efficiency of the system and reduce operating costs. The new towers will have the lower sections made of stainless steel and the piping that is replaced outside will be HDPE material to prevent the future need for replacement.

The estimated cost of this project is \$799,825.00 which includes \$52,325.00 for professional services provided by ETI. The project is included in the FY25 CIP with funding from GO bonds and the General Fund - Gaming.

The project schedule is as follows:	Set Public Hearing	October 21, 2024
	Hold Public Hearing	November 4, 2024
	Bid Letting	December 3, 2024
	Award	December 16, 2024
	Construction End	April 1, 2025

Recommendation

Approval of this resolution to set the Public Hearing. This project includes the replacement of the cooling towers and the addition of energy efficient equipment to provide for continued use of the facility and reduce utility costs.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Public Hearing	Notice	10/10/2024

Notice of Public Hearing
on the
Plans, Specifications, Form of Contract, and Cost Estimate
for the
Mac Cooling Towers
Project #BM-25-02

A Public Hearing will be held on November 4, 2024 at 7:00 P.M., in the Council Chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract, and cost estimate for the MAC Cooling Towers project. The project will include the replacement of the cooling towers and the addition of energy efficient equipment. At said hearing any interested person may appear and file objections to such plans and specifications.

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

Council Communication

Department: Public Works Admin
Case/Project No.: BM25-05
Submitted by: Cody Smith,
Facilities Superintendent

Resolution 24-288
ITEM 3.F.

Council Action: 10/21/2024

Description

Resolution setting a public hearing for 7:00 p.m. on November 4, 2024 on the plans, specifications, form of contract, and cost estimate for the UP Museum Rooftop Mechanical. Project #BM-25-05

Background/Discussion

The Council Bluffs Carnegie Free Public Library was renovated in 2002 and the Union Pacific Railroad Museum has occupied the building since May of 2003. The two rooftop air handling units have been in place since the renovation. Both have had multiple components replaced in the last few years including one receiving a new fan and motor assembly. These items must be maintained in order to provide continued use of the facility.

This project includes installing a new coil assembly and the replacement of other wearable components inside the unit with the new motor and fan assembly and full replacement of the second unit.

The repairs will allow for proper conditioning of the building spaces.

The estimated cost of this project is \$137,700.00 which includes \$10,200 for professional services provided by ETI. The project is included in the FY25 CIP with funding from GO Bonds.

The project schedule is as follows:	Set Public Hearing	October 21, 2024
	Hold Public Hearing	November 4, 2024
	Bid Letting	December 3, 2024
	Award	December 16, 2024
	Construction End	May 1, 2025

Recommendation

Approval of this resolution setting the public hearing for the UP Museum Rooftop Mechanical project. These repairs are necessary for the continued use of the facility.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Public Hearing	Notice	10/10/2024
Resolution 24-288	Resolution	10/16/2024

Notice of Public Hearing
on the
Plans, Specifications, Form of Contract, and Cost Estimate
for the
UP Museum Rooftop Mechanical
Project #BM-25-05

A Public Hearing will be held on November 4, 2024 at 7:00 P.M., in the Council Chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract, and cost estimate for the UP Museum Rooftop Mechanical project. The project will include the replacement and rehabilitation of the two rooftop air handling units currently in use as part of the buildings heating and cooling system. At said hearing any interested person may appear and file objections to such plans and specifications.

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

RESOLUTION NO. 24-288

**RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND COST ESTIMATE
FOR THE UP MUSEUM ROOFTOP MECHANICAL
PROJECT #BM-25-05**

WHEREAS, the City of Council Bluffs desires to renovate the mechanical systems of the UP Museum building; and

WHEREAS, funding for this project will be provided by GO Bonds; and

WHEREAS, the plans, specifications, form of contract, and cost estimate as prepared by Engineering Technologies Inc. are on file in the office of the city clerk.

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

That the City Clerk is hereby directed to set a public hearing on the plans, specifications, form of contract, and cost estimate for the UP Museum Rooftop Mechanical project, setting November 4, 2024 at 7:00 p.m. as the date and time of said hearing.

ADOPTED
AND
APPROVED

October 21, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW24-18
Submitted by: Matthew Cox, Public
Works Director

Resolution 24-289
ITEM 3.G.

Council Action: 10/21/2024

Description

Resolution setting a public hearing for 7:00 p.m. on November 4, 2024 on the plans, specifications, form of contract, and cost estimate for the WPCP Centrifuge Replacement. Project #PW24-18

Background/Discussion

The centrifuge at the Water Pollution Control Plant (WPCP) is used to process digested sludge for bio-solids production. Centrifugal thickening and dewatering of sewage sludge is a high speed process that uses the force from rapid rotation of a cylindrical bowl to separate wastewater solids from liquid to produce a non-liquid material referred to as "cake." Dewatering wastewater solids reduces the volume of residuals, improves operation, and reduces costs for subsequent storage, processing, and disposal.

The facility operates with one centrifuge, with a second model as back-up. Both existing centrifuges have manufacture dates from the mid-1990s, and are now having reliability issues. One was recently removed from service due to poor operation. The cost to repair the unit cannot be justified, given its age and obsolescence. The excessive unit vibration and noticeable wear has expedited the need for a replacement.

The replacement equipment will increase resiliency and sustainability of the treatment process. The new centrifuge will produce the same class of bio-solids and use the existing screw conveyor and polymer feed systems.

This project was included in the FY24 CIP and has a revised budget of \$600,000 in GO Bonds. Any additional project costs will be paid with Sewer funds.

The project schedule is as follows:	Set Public Hearing	October 21, 2024
	Hold Public Hearing	November 4, 2024
	Bid Letting	December 3, 2024
	Award	December 16, 2024
	Construction End	May 31, 2025

Recommendation

Approval of this resolution setting the public hearing for the WPCP Centrifuge Replacement project.

ATTACHMENTS:

Description	Type	Upload Date
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Notice of Public Hearing
Resolution 24-289

Notice 10/11/2024
Resolution 10/16/2024

Notice of Public Hearing
on the
Plans, Specifications, Form of Contract, and Cost Estimate
for the
WPCP Centrifuge Replacement
Project #PW24-18

A Public Hearing will be held on November 4, 2024 at 7:00 P.M., in the Council Chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract, and cost estimate for the WPCP Centrifuge Replacement project. The project will include the installation of a 50HP decanter centrifuge with associated structural supports, wiring and piping. At said hearing any interested person may appear and file objections to such plans and specifications.

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

RESOLUTION NO. 24-289

**RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND COST ESTIMATE
FOR THE WPCP CENTRIFUGE REPLACEMENT
PROJECT #PW24-18**

WHEREAS, the city wishes to make improvements known as the WPCP Centrifuge Replacement, within the city as therein described; and

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

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

That the City Clerk is hereby directed to set a public hearing on the plans, specifications, form of contract, and cost estimate for the WPCP Centrifuge Replacement project, setting November 4, 2024 at 7:00 p.m. as the date and time of said hearing.

ADOPTED
AND
APPROVED

October 21, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 24-303
ITEM 3.H.

Council Action: 10/21/2024

Description

Resolution directing the City Clerk to publish notice and setting a public hearing for November 4, 2024 at 7:00 p.m. on the plans, specifications and form of contact for the East Manawa Infrastructure Phase I Project.

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	10/17/2024
Resolution 24-303	Resolution	10/17/2024

Council Communication

Department: Community Development	Ordinance No.: N/A Resolution No.: 24-	Set Public Hearing: 10-21-2024 Public Hearing: 11-4-2024 Award Contract: 12-16-2024								
Subject/Title										
Set Public hearing to approve the plans, specifications and form of contract for the East Manawa Infrastructure Phase I.										
Background/Discussion										
<p><u>Background</u></p> <p>In 2022, the City purchased 93.17 acres located on E. Manawa Drive using ARPA funds of \$4,190,000. Conceptual plans show a range from 600 to 900 housing units on the property depending on design and developer selection. The City will be selecting a developer for the site in the near future. The City is applying for an IEDA grant for up to \$8 million. These funds would be used on the south corridor of the property to help with construction of up to 40 single family housing units. In order to proceed with the application, the City must select a developer/builder to assist in the construction of the single-family housing units.</p>										
<p><u>Discussion</u></p> <p>The City is ready to bid the first phase of infrastructure connecting E Manawa Drive to Mohawk Road. The timeline shall be as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">11-5-2024</td> <td>Distribute bid documents to contractors</td> </tr> <tr> <td>12-4-2024</td> <td>Bid opening at 10:00am on IonWave</td> </tr> <tr> <td>12-16-2024</td> <td>City Council award replacement contract</td> </tr> <tr> <td>March 2025</td> <td>Start construction</td> </tr> </table>			11-5-2024	Distribute bid documents to contractors	12-4-2024	Bid opening at 10:00am on IonWave	12-16-2024	City Council award replacement contract	March 2025	Start construction
11-5-2024	Distribute bid documents to contractors									
12-4-2024	Bid opening at 10:00am on IonWave									
12-16-2024	City Council award replacement contract									
March 2025	Start construction									
Staff Recommendation										
Staff recommends approval of the resolution setting the public hearing for the plans, specifications and form of contract for the East Manawa Infrastructure Phase I Project.										
Attachment										
Resolution										

Submitted by: Courtney Harter, Community Development Director

RESOLUTION NO. 24-303

A RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH NOTICE AND SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE EAST MANAWA INFRASTRUCTURE PHASE I PROJECT.

WHEREAS, The City wishes to complete the first phase of infrastructure of its East Manawa Housing Project; and

WHEREAS, This project is known as the East Manawa Subdivision; and

WHEREAS, Such improvements are required to accommodate the further development of the area residentially; and

WHEREAS, The plans, specifications and form of contract for the improvements are on file in the office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the City Clerk is hereby directed to set a public hearing on November 4, 2024 at 7:00 p.m. on the plans, specifications and form of contract for the East Manawa Grading Project.

ADOPTED

AND

APPROVED:

October 21, 2024

Matthew J. Walsh Mayor

ATTEST:

Jodi Quakenbush City Clerk

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

CITY CLAIM NO. 24-PW-2261

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Derek Larrew DAY PHONE: _____
ADDRESS: _____ DOB: _____

DATE & TIME OF LOSS/ACCIDENT: 9/27/24

LOCATION OF LOSS/ACCIDENT: Council Bluffs Streets

DESCRIPTION OF LOSS/ACCIDENT: damage done due to potholes + rough roads.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 538.72 + \$120

WITNESS(ES) (Name(s), Address(es), Phone No(s)) _____

WAS POLICE REPORT FILED YES NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY: _____

HAVE YOU RESUMED NORMAL ACTIVITIES? YES NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION:

Also need alignment estimate of \$120 Brakes Plus plus suspension issues.

LIST INSURANCE PROVIDER AND COVERAGE: _____

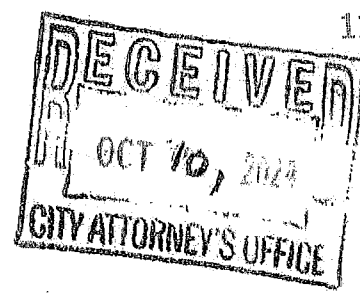
I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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

10/7/2024
DATE

Derek Larrew
CLAIMANT'S SIGNATURE

CLERK RCVD



11 OCT 24

AMB:28

OCT 10 2024

06/28/2022
09:04:44
CLERK

TO: Person in Possession, 1623 Ave C Council Bluffs IA 51501 - Person in Possession
Estate of Emily Arlyne Fedor, 1623 Ave C Council Bluffs IA 51501 - Owner
Estate of Emily Arlyne Fedor c/o Janelle Fedor, Executor, 1623 Ave C Council Bluffs IA 51501 - Owner
Estate of Emily Arlyne Fedor c/o Janelle Fedor, Executor, 1621 Ave C Council Bluffs IA 51501 - Owner
Timothy J Lenaghan Jr, McGinn, Springer & Noethe PLC, 20 N 16th St Council Bluffs IA 51501 - Attorney for Estate
Kathleen Beers, 9159 Manderson St Omaha NE 68134 - Heir
City of Council Bluffs c/o City Clerk, 209 Pearl St, #103 Council Bluffs IA 51503 - City Limits
ANY OTHER UNKNOWN PERSONS WITH INTEREST

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION

In accordance with Iowa Code Section 447.9 you are hereby notified that:

1. The property described in paragraph 2 of this Notice was sold at tax sale on the 20th day of June, 2022. The purchaser at tax sale was Horologii Equities with Union Bank as Secured Party.
2. The legal description of the property sold is:
Lot 7, Block 7, in Beer's Subdivison to Council Bluffs, Iowa. a/k/a PARCEL # 754426456002
3. That your right of redemption as set forth in the Iowa Code will expire unless redemption of the property is made within 90 days from the date of completed service of this Notice.
4. If the right of redemption is allowed to expire, a tax deed will be issued by the Treasurer of Pottawattamie County.

By Emily Gillispie
Emily Gillispie, agent
for Horologii Equities with Union Bank as Secured Party
Pottawattamie 22-0035

CLERK CWO
190724
49546

TO: Person in Possession, 1101 5th Ave Council Bluffs IA 51501 - Person in Possession
Levi Mohr, 1101 5th Ave Council Bluffs IA 51501 - Owner
Levi Mohr, 3233 N 60th St Omaha NE 68104 - Owner
Levi Mohr, 7606 Howell St Omaha NE 68122 - Owner
Joey Battles, 1101 5th Ave Council Bluffs IA 51501 - Owner
Joey Battles, 515 George Wallace Dr, Apt A35 Gadsden AL 35903 - Owner
Clear Recovery Inc c/o Rachel Mae Wagner - Registered Agent, 1748 Sycamore St Council Bluffs IA 51503 - Judgment Creditor
Clear Recovery Inc, 4005 S 148th St, Ste 100 Omaha NE 68137 - Judgment Creditor
Accredited Collection Service Inc c/o David Wetsch - Registered Agent, 801 Grand Ave, Ste 3700 Des Moines IA 50309 - Judgment Creditor
Accredited Collection Service Inc, 714 Tara Plaza Papillion NE 68046 - Judgment Creditor
City of Council Bluffs c/o City Attorney, 209 Pearl St, Ste 304 Council Bluffs IA 51503 - Judgment Creditor
City of Council Bluffs c/o City Clerk, 209 Pearl St, Ste 102 Council Bluffs IA 51503 - City Limits
ANY OTHER UNKNOWN PERSONS WITH INTEREST

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION

In accordance with Iowa Code Section 447.9 you are hereby notified that:

1. The property described in paragraph 2 of this Notice was sold at tax sale on

the 20th day of June, 2022. The purchaser at tax sale was Adair 0188 with Union Bank as Secured Party.
2. The legal description of the property sold is:

Lot 20 in Block 6, McMahon, Cooper & Jefferis Addition to the City of Council Bluffs Pottawattamie County, Iowa. a/k/a PARCEL # 754435281009
3. That your right of redemption as set forth in the Iowa Code will expire unless redemption of the property is made within 90 days from the date of completed service of this Notice.
4. If the right of redemption is allowed to expire, a tax deed will be issued by the Treasurer of Pottawattamie County.

By Emily Gillispie
Emily Gillispie, agent
for Adair 0188 with Union Bank as Secured Party
Pottawattamie 22-0117

Council Communication

Department: Public Works Admin
Case/Project No.: BM25-08
Submitted by: Cody Smith,
Facilities Superintendent

Resolution 24-290
ITEM 4.A.

Council Action: 10/21/2024

Description

Resolution approving the plans, specifications, form of contract and cost estimate for the Council Bluffs Public Library Roof Replacement. Project # BM-25-08

Background/Discussion

The Council Bluffs Public Library was constructed in 1998 with 70,951 square feet of available space that allows the Library to provide a large selection of reading materials, archival material viewing, meeting spaces and other services available to the general public.

The roof for the structure was designed to protect the contents and to be a part of the inviting architecture of the building. The current roofing material is a standing seam metal roof system and at the time of construction, and both replacements, this material was the best available to meet the requirements of weather protection and the intended design of the building. The roof has been replaced twice since the Library first opened due to significant hail damage. The most recent replacement occurred after a hail event in 2011.

The current roofing system has failed, and is currently patched in multiple areas to prevent water infiltration. These patches are a temporary means of repair and have to be re-applied regularly to maintain the water tightness of the system. Most of the failed areas are in locations where the roof structure is an extremely low slope. There are very few roofing system types capable of being installed on this structure, and the slope in these areas is the minimum slope that a standing seam metal system can be installed on. There are other areas that are likely to fail in the near future as well, which will require similar temporary patching methods to keep water out of the system. There is currently no available warranty on the system.

The recommendation is to replace the entire roofing system with a more appropriate membrane roofing system that was not an option with previous replacements. Due to the design of the roof it is not advisable to do partial replacements, as roofing system manufacturers will not warranty any partial replacements of roofing materials. The new membrane system would consist of a single membrane roof system with ribs of the same material heat welded to the membrane and color matching of the entire system to maintain the design and provide continued protection of the building structure and contents.

This project has been added to the CIP and identified as BM-25-08 with funding from ARPA Revenue Loss Funds and funding from the Library Foundation. The estimated cost of this project is \$1,128,000 which includes \$25,000 for professional services provided by HGM.

The project schedule is as follows:	Hold Public Hearing	October 21, 2024
	Letting	November 7, 2024
	Award	November 18, 2024
	Construction End	September 30, 2025

Recommendation

Approval of this resolution. This project includes the replacement of the failed roofing system to provide continued use and protection of the Library structure and the contents of the building.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-290	Resolution	10/16/2024

RESOLUTION NO. 24-290

**RESOLUTION APPROVING THE PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND COST ESTIMATE FOR THE
COUNCIL BLUFFS PUBLIC LIBRARY ROOF REPLACEMENT
PROJECT #BM-25-08**

WHEREAS, the city wishes to make improvements known as the Council Bluffs Public Library Roof Replacement within the city, as therein described; and

WHEREAS, funding for this project will be provided by ARPA Revenue Loss funds and the Library Foundation; and

WHEREAS, the plans, specifications, form of contract, and cost estimate as prepared by HGM Associates Inc are on file in the office of the city clerk.

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

That the plans, specifications, form of contract, and cost estimate are hereby approved for the Council Bluffs Public Library Roof Replacement project and the City is hereby authorized to advertise for bids for said project.

AND BE IT FURTHER RESOLVED

That the aforementioned project is an appropriate use of American Rescue Plan Act (ARPA) Revenue Loss funds.

ADOPTED
AND
APPROVED

October 21, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 24-291
ITEM 4.B.

Council Action: 10/21/2024

Description

Resolution approving the plans and specifications for the Kanesville Sanitary Sewer Extension. Project # PW24-21A

Background/Discussion

Future commercial developments near the I-80 Interchange at Kanesville Boulevard will require sanitary sewer improvements.

The proposed sewer will tie into a sewer that is being constructed as part of project PW24-21. The sewer will be constructed in the eastbound lanes of Highway 6 under the I-80 bridges from the west side of the interchange to the east side of the interchange and will serve the property in the northeast quadrant of the interchange.

The project was included in the FY24 CIP with ARPA identified as the funding source. ARPA Revenue Loss funds have been authorized for the engineering and construction costs of the project. The construction estimate for this phase is \$1,400,000 including construction engineering.

The project schedule is as follows:	Hold Public Hearing	October 21, 2024
	Bid Letting	November 7, 2024
	Award	November 18, 2024
	Construction Start	May 2025

Recommendation

Approval of this resolution to approve the plans and specifications. This project extends sanitary sewer to the east for future developments.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-291	Resolution	10/16/2024

RESOLUTION
NO 24-291

**RESOLUTION APPROVING THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
KANESVILLE SANITARY SEWER EXTENSION PROJECT
PROJECT #PW24-21A**

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

WHEREAS, A Notice of Public Hearing was published as required by law, and a public hearing was held on October 21, 2024.

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

That the plans, specifications, form of contract and cost estimate are hereby approved for the Kanesville Sanitary Sewer Extension Project.

ADOPTED
AND
APPROVED

October 21, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community
Development
Case/Project No.: OTB-24-007 &
OTB-24-008
Submitted by: Marianne Collins,
Housing & Economic Development
Planner

Resolutions 24-292 & 24-293
ITEM 4.C.

Council Action: 10/21/2024

Description

Resolution 24-292 to dispose of City property formerly addressed as 1612 7th Avenue. OTB-24-007

Resolution 24-293 to dispose of City property formerly addressed as 1614 7th Avenue. OTB-24-008

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	10/16/2024
Attachment A: Location Map 1612 7th Avenue	Map	10/16/2024
Attachment B: Location Map 1614 7th Avenue	Map	10/16/2024
Attachment C: IonWave Application	Other	10/16/2024
Resolution 24-292	Resolution	10/16/2024
Resolution 24-293	Resolution	10/16/2024

Council Communication

<p>Department: Community Development</p> <p>Applicant: Atlas Builders LLC 20 Ridge Drive W Council Bluffs, IA 51501</p>	<p>Reso. of Intent No. _____</p> <p>Reso. to Dispose No. _____</p> <p>Case # OTB-24-007 OTB-24-008</p>	<p>Set Public Hearing: 10/07/2024</p> <p>Public Hearing: 10/21/2024</p>
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Subject/Title

Request of Atlas Builders LLC to purchase City-owned property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa and property located at 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa

Location: 1612 7th Avenue and 1614 7th Avenue

Background/Discussion

The Community Development Department has received an offer from Atlas Builders LLC to purchase City-owned property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa and 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa. The subject properties is zoned R-2/Two-Family Residential District and are classified as ‘transitional preserve’ due to the use of Community Development Block Grant – COVID-19 Assistance Program (CDBG-CV) funds to acquire and demolish the structures. The subject properties are located within a flood zone.

The subject property was acquired by the City of Council Bluffs on June 27, 2023. The City has demolished the structures using funds from the CDBG-CV Program. With the location of these properties we are unable to use the CDBG funding to create affordable housing options. In this instance, the selling price is set by the total amount the City has incurred to purchase and demolish the homes. Staff released an RFP allowing for the lots to be purchased at the total amount the City has incurred to purchase and demolish the homes which would “buy out” the affordability requirement.

The 1612 7th Avenue property shall be priced at the total amount the City has incurred to purchase and demolish the home, which is \$11,682.00. The applicant has offered \$12,032.00 to purchase the property, and has submitted the required 50% down payment (\$6,016.00). The 1614 7th Avenue property shall be priced at the total amount the City has incurred to purchase and demolish the home, which is \$12,618.00. The applicant has offered \$12,968.00 to purchase the property, and has submitted the required 50% down payment (\$6,484.00). Proceeds from the sale will be deposited into the CDBG account. This is required to remove the affordability requirement.

The 1612 7th Avenue property is zoned R-2/Two-Family Residential District and measures 45’ x 130’ (5,850 square feet) which exceeds the minimum lot size requirements for the R-2/Two-Family Residential District. The 1614 7th Avenue property is zoned R-2/Two-Family Residential District and measures 45’ x 130’ (5,850

square feet) which exceeds the minimum lot size requirements for the R-2/Two-Family Residential District. The applicant has submitted preliminary duplex house plans to the City with their offer.

Recommendation

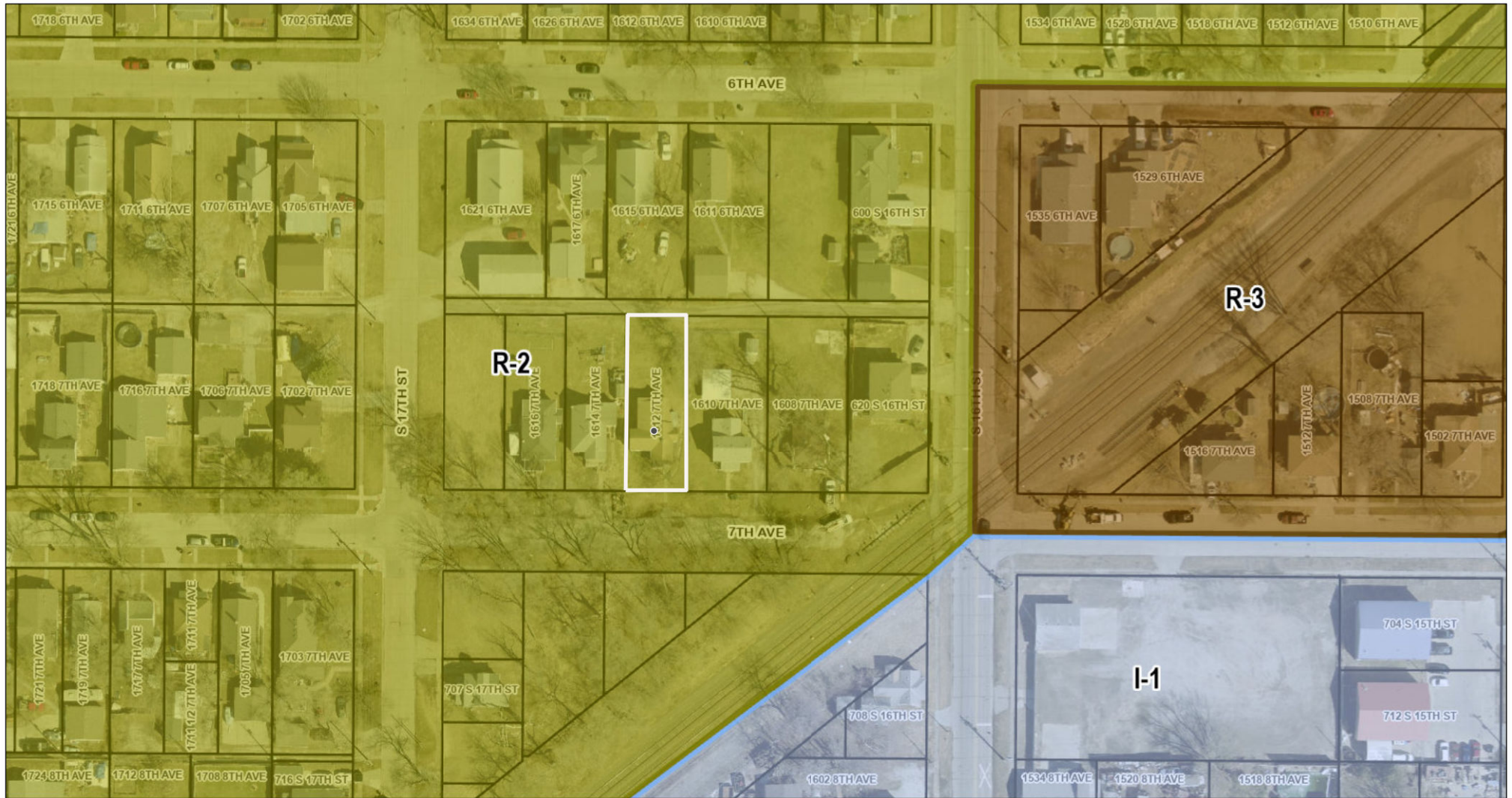
The Community Development Department recommends selling of the property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa and property located at 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa on the October 21, 2024 City Council Meeting.

Attachments

- Attachment A: Location Map 1612 7th Avenue
- Attachment B: Location Map 1614 7th Avenue
- Attachment C: IonWave Application

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

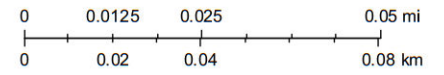
Location and Zoning Map



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

1:1,128

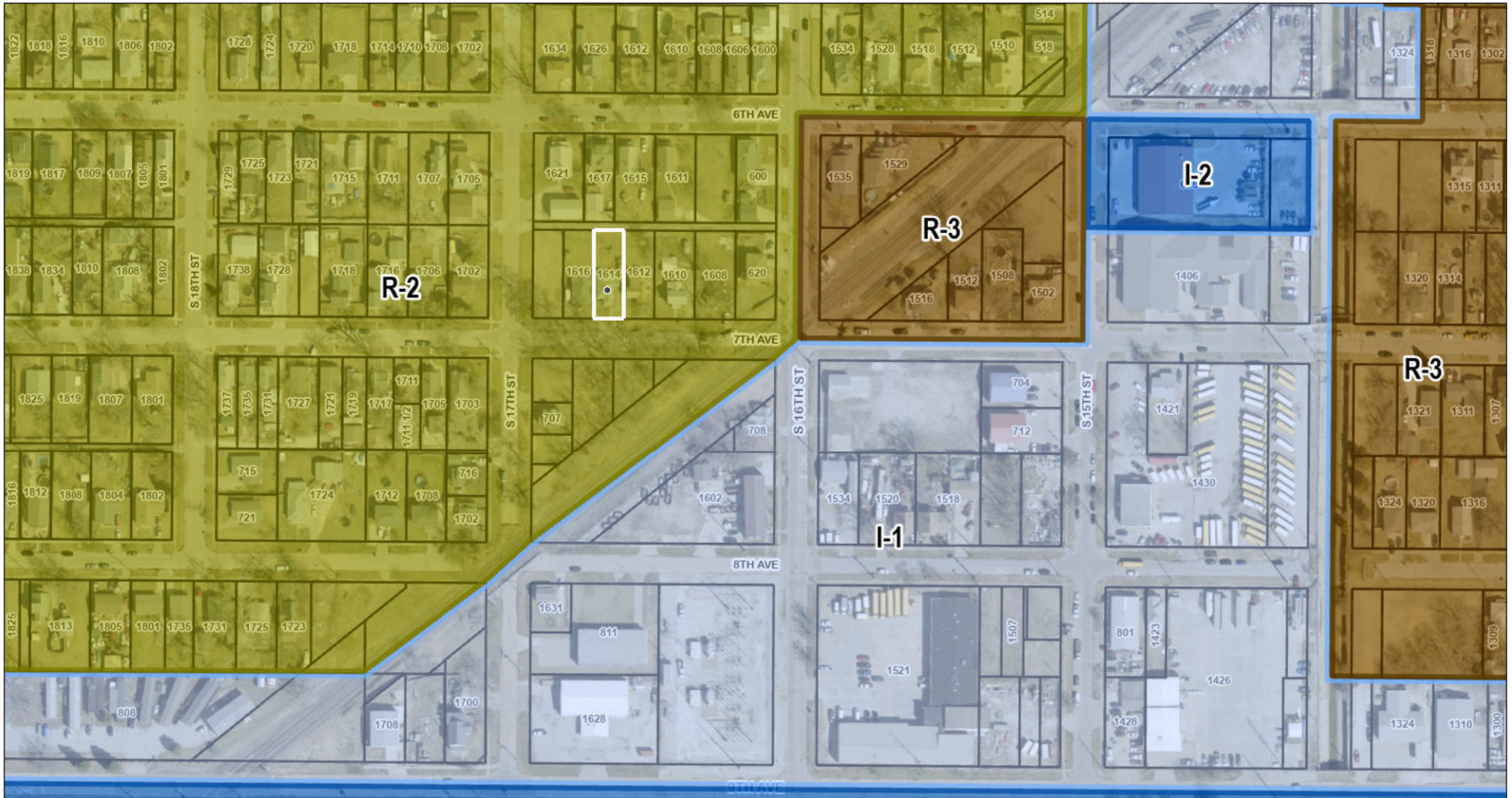
Lines	A-3	I-2	R-2	BC	MCR	R-4	Parcel Mask HD
Override 1	AP	I-3	R-3	C-1	P-1	Zoning Labels ~	Parcel Labels ~
State Boundary HD	BC	MCR	R-4	C-2	PC	Centerline Labels ~	Parcel Info
County Boundary HD	C-1	P-1	Zoning Fill HD	C-3	R-1	HWY Labels ~	
City Boundary HD	C-2	PC	A-1	C-4	R-1E	Parcel Line HD	
Zoning Bndry HD	C-3	R-1	A-2	I-1	R-1M	N	
A-1	C-4	R-1E	A-3	I-2	R-2	Y	
A-2	I-1	R-1M	AP	I-3	R-3	Building Footprints HD	



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

Web AppBuilder for ArcGIS

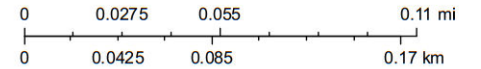
Location and Zoning Map



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

1:2,257

Lines	A-3	I-2	R-2	BC	MCR	R-4	Parcel Mask HD
Override 1	AP	I-3	R-3	C-1	P-1	Zoning Labels ~	Parcel Labels ~
State Boundary HD	MCR	P-1	R-4	C-2	PC	Centerline Labels ~	Parcel Info
County Boundary HD	C-1	R-1	Zoning Fill HD	C-3	R-1	Parcel Line HD	
City Boundary HD	C-2	R-1E	A-1	C-4	R-1M	N	
Zoning Bndry HD	C-3	R-1E	A-2	I-1	R-2	Y	
A-1	C-4	R-1M	A-3	I-2	R-3	Building Footprints HD	
A-2	I-1	AP		I-3			



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

Web AppBuilder for ArcGIS

Attachment C

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

Proposal and Submittal Requirement Form:

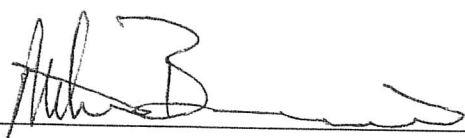
In a clear and concise manner, contractor must submit proposals that demonstrate the contractor's capacity to satisfy the requirements of this RFP. Submittals shall include the following:

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

1. Contractor Information including all partners involved with the project: ATLAS BUILDERS LLC
MICHAEL J. BURNS (CO-OWNER) PHILIP R. KNUDSEN (CO-OWNER)
 - a. Project contact person with all contact information:
MIKE BURNS (712-310-7192)
ATLASBUILDERSIOWA@GMAIL.COM
 - b. Insurance information:
ON FILE W/ C.B. BUILDING DEPT.

2. Contractor Experience
 - a. Description of contractor's experience and qualifications:
CONSTRUCTION OF APPROX. 50 SINGLE- & MULTI-FAMILY STRUCTURES. COMBINED 40 YEARS CONSTRUCTION EXPERIENCE.
 - b. List of reference projects:
WALNUT GROVE SUBDIVISION - 7 HOMES
HILLSIDE ESTATES - 15 HOMES/TOWNHOMES

3. Option Selection:
 - a. Option A: 1612 7th Avenue Price: 12,032
 - b. Option B: 1614 7th Avenue Price: + 12,968
 - c. Option C: Both Properties Price: = \$ 25,000

Signature of Authorized Representative: 

Print Name and Title: MICHAEL BURNS CO-OWNER, ATLAS BUILDERS

1612-1614 7th Ave RFP

PROJECT SUMMARY

ATLAS BUILDERS PROPOSES TO BUILD TWO DUPLEXES, ONE ON EACH LOT FOR A TOTAL OF FOUR HOUSING UNITS.

EACH DUPLEX WILL BE APPROX. 1536 SQ. FT. IN SIZE. EACH HOUSING UNIT WILL BE APPROX. 768 SQ. FT. 2 BEDROOM, 1 BATH. (SEE ATTACHED PLANS)

ATLAS BUILDERS INTENDS TO OWN THE STRUCTURES UPON COMPLETION.

ATLAS PROPOSES TO BUILD THESE UNITS AND OBTAIN CERTIFICATES OF OCCUPANCY WITHIN 24 MONTHS OF REAL ESTATE CLOSING.

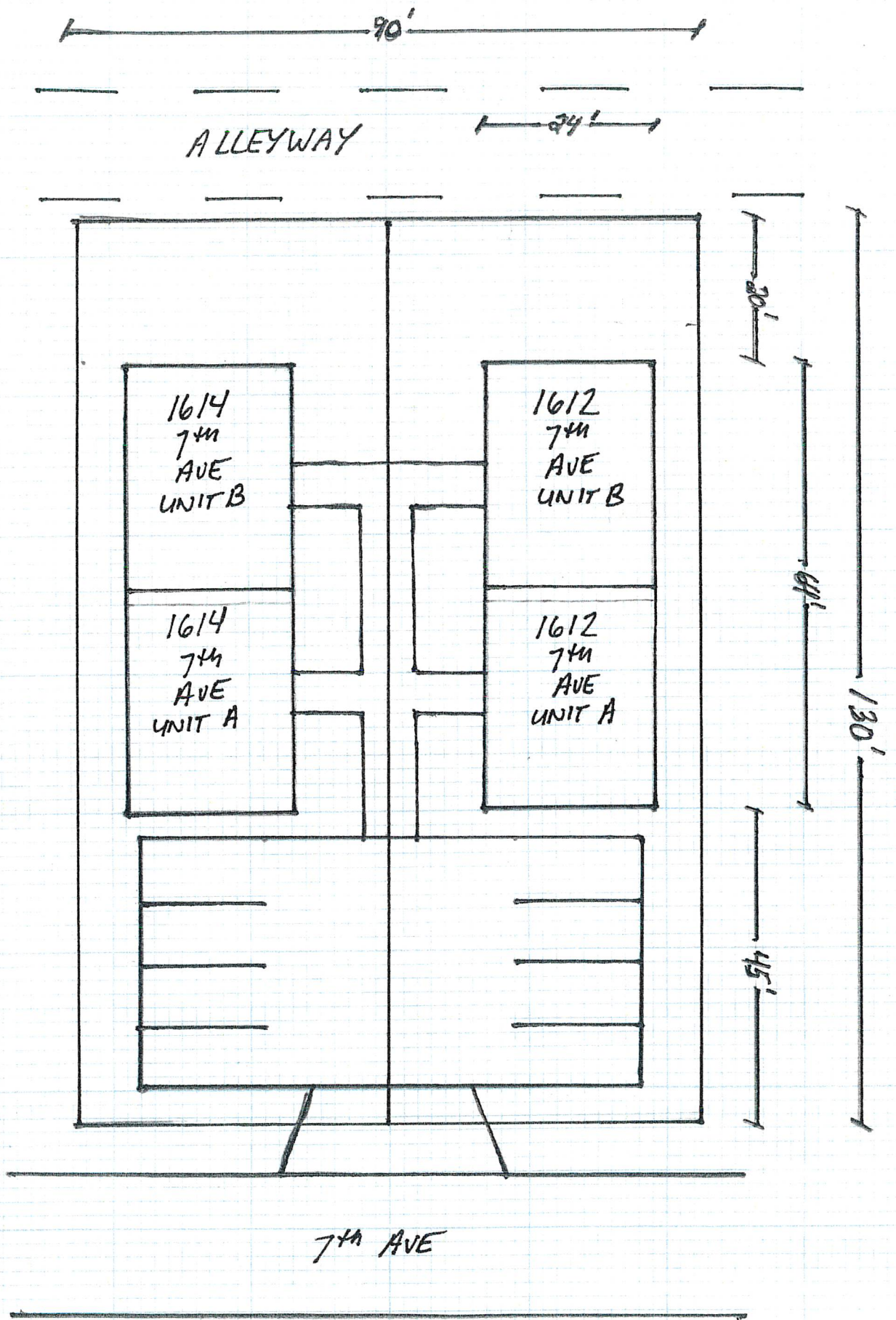
ATLAS IS WILLING TO WORK WITH THE CITY ON AESTHETIC CONSIDERATIONS (STONE, SHUTTERS, ETC.) AND WILL CONSIDER ANY OTHER SPECIFIC REQUESTS THE CITY MAY HAVE.

ATLAS UNDERSTANDS THAT THE PROPERTY LIES WITHIN FLOOD ZONE "AH" AND WILL RAISE THE STRUCTURES TO MEET ELEVATION REQUIREMENTS. ATLAS' GOAL WILL BE TO ACHIEVE A ZERO ENTRY FRONT DOOR ON EACH STRUCTURE, SUBJECT TO ELEVATION AND GRADING LIMITATIONS.

PROJECT PLANS: SEE ATTACHED

DEVELOPER EXPERIENCE: SEE COVER SHEET

PROJECT TIMELINE: SEE ABOVE



familyhomeplans

PROPOSED PROJECT

Plan 87367 | Order Code: 00WEB

FamilyHomePlans.com
800-482-0464

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1612 7th AVE
(MIRROR @ 1614 7th AVE)



Specifications

- ▶ 1536 Total Living Area
- ▶ 768 Main Level
- ▶ 4 Bedrooms
- ▶ 2 Full Bath(s)
- ▶ 64' Wide x 24' Deep

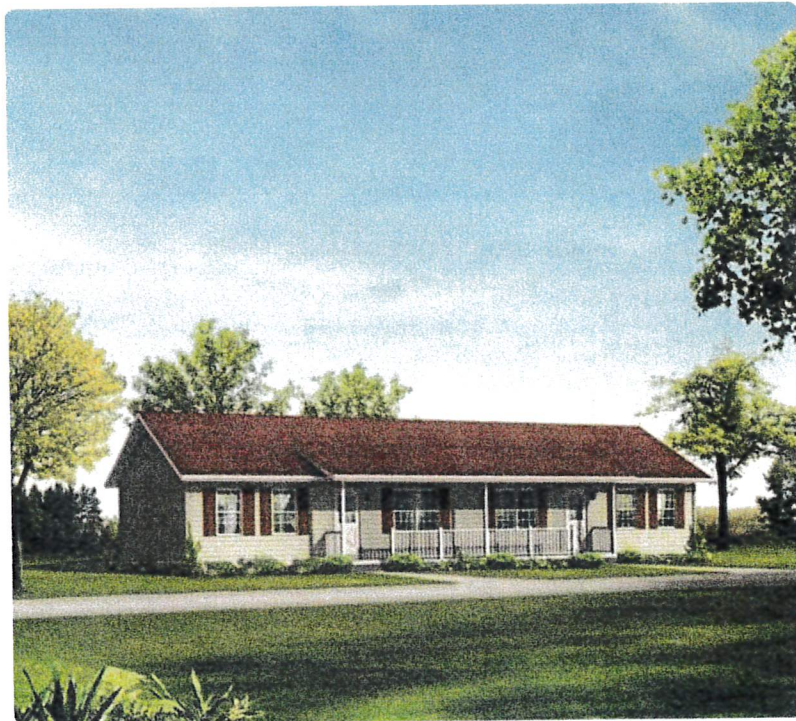
Available Foundation Types:

- ▶ Crawlspace - * \$250.00
- ▶ Slab

Plan Pricing

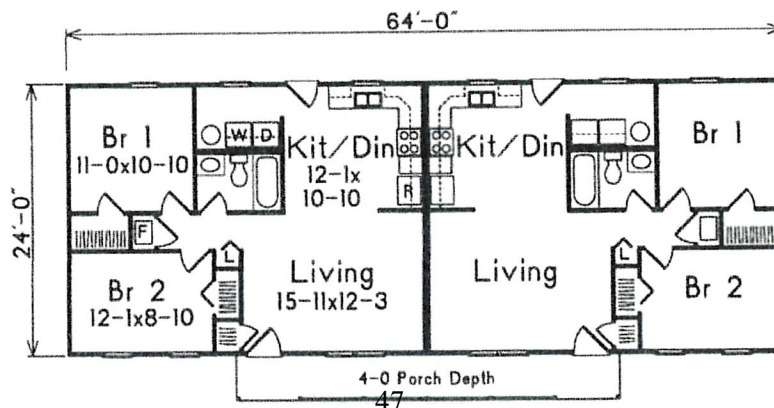
- ▶ PDF File: \$1,049.00
- ▶ 5 Sets: \$1,049.00
- ▶ CAD File: \$1,649.00
- ▶ CAD File Unlimited Build: \$2,049.00
Unlimited Build License issued on CAD File Unlimited Build orders
- ▶ Materials List: \$125.00
- ▶ Additional Sets: \$50.00

** prices shown w/o any discounts applied*



Plan 87367 | Order Code: 00WEB | Elevation

[REVERSE PLAN](#)



REVERSE PLAN

Specifications

- ▶ Total Living Area: 1536
- ▶ Main Living Area: 768
- ▶ Garage Type: None
- ▶ House Width: 64'
- ▶ House Depth: 24'
- ▶ Number of Stories: 1
- ▶ Bedrooms: 4
- ▶ Full Baths: 2
- ▶ Max Ridge Height: 16'0 from Front Door Floor Level
- ▶ Primary Roof Pitch: 6:12
- ▶ Roof Load: 30 psf
- ▶ Roof Framing: Truss
- ▶ Porch: 140 sq ft
- ▶ 1st Floor Master: Yes
- ▶ Main Ceiling Height: 8'

Plan Pricing

- ▶ PDF File: \$1,049.00
- ▶ 5 Sets: \$1,049.00
- ▶ CAD File: \$1,649.00
- ▶ CAD File Unlimited Build: \$2,049.00
Unlimited Build License issued on CAD File Unlimited Build orders.
- ▶ Materials List: \$125.00
- ▶ Additional Sets: \$50.00

* prices shown w/o any discounts applied

Available Foundation Types:

- ▶ Crawlspace - \$250.00
- ▶ Slab

Plan 87367 | Order Code: 00WEB
FamilyHomePlans.com
800-482-0464



Plan Modifications

Receive a FREE modification estimate in one of 3 ways. Our modification team is ready to help you adjust any plan to fit your needs. The ReDesign process is simple and estimates are free!

1. Complete this

ON-LINE REQUEST FORM

2. Print, complete and fax this

PDF FORM

to us at 1-800-675-4916.

3. Want to talk to an expert? Call us at 913-938-8097 (Canadian customers, please call 800-361-7526) to discuss modifications.

Note: - a sketch of the changes or the website floor plan marked up to reflect changes is a great way to convey the modifications in addition to a written list.

We Work Fast!

When you submit your ReDesign request, a designer will contact you within 24 business hours with a quote. You can have your plan redesigned in as little as 14 - 21 days!

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Plan 87367 | Order Code: 00WEB
FamilyHomePlans.com
800-482-0464

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SIMILAR PROJECT "A"

7544 26 260 010

--- Permanent Property Address ---
CRISWELL, BOB
1617 AVE H
COUNCIL BLUFFS, IA 51501

----- Mailing Address -----
CRISWELL, BOB
24232 205TH ST
CRESCENT, IA 51526-8001

District: 000 CO BLUFFS CITY/CO BLUFFS

=====
REAL ESTATE TAXES ON TREASURER'S WEBPAGE
=====

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754426260010>

=====
TAX DESCRIPTION*
=====

* Not to be used on legal documents

BELMONT ADD LT 400

=====
ASSESSED VALUE
=====

* Class is for Assessment purposes only - Not Zoning

Current Value

2024	Res. Land	Dwelling	Total	Class
Full Value	\$17,600	\$138,900	\$156,500	R
Exempt	\$0	\$0	\$0	R
Net Total	\$17,600	\$138,900	\$156,500	R

Prior Year Value

2023	Res. Land	Dwelling	Total	Class
Full Value	\$15,900	\$0	\$15,900	R
Exempt	\$0	\$0	\$0	R
Net Total	\$15,900	\$0	\$15,900	R

=====
EXEMPTIONS/CREDITS APPLIED
=====

OWNERS

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D CRISWELL, BOB

book/page: [2020/01985](#) D

=====
SALES HISTORY
=====

Sale Date	Amount	Code	Book/Page
12/17/2019	0	D17	2020/01985 multiple parcel sale
06/27/2018	30000	D34	2018/08383 multiple parcel sale

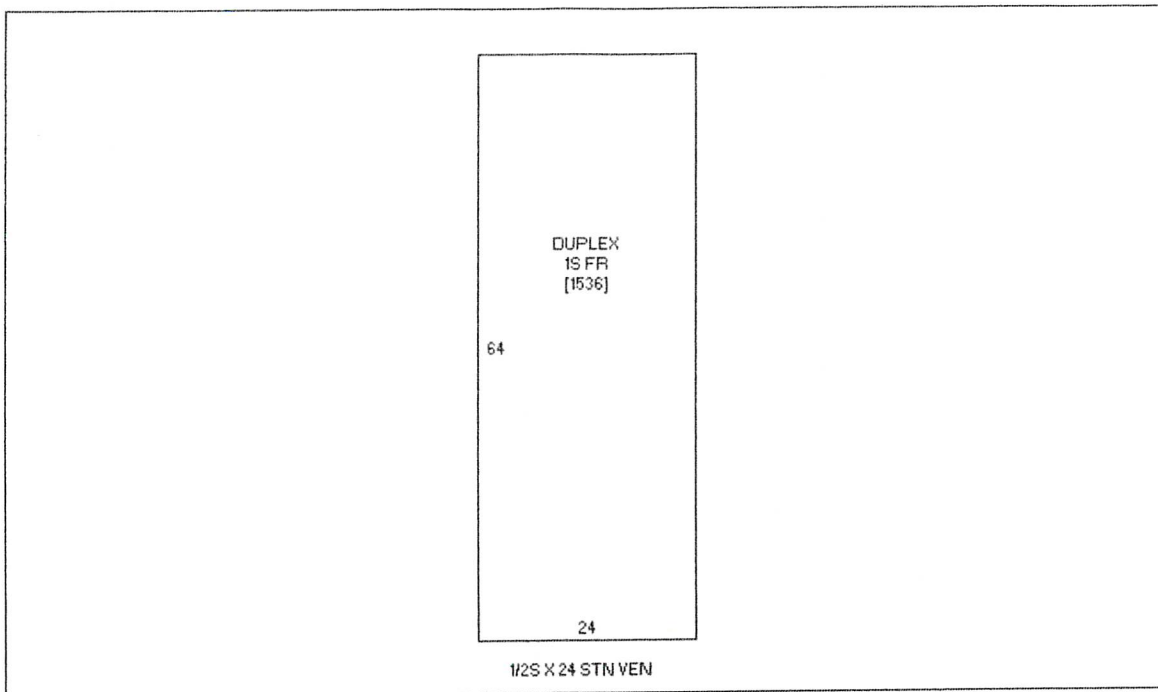
=====
ASSESSMENT DATA
=====

PDF: 1 MAP: 2

Date Reviewed: 12/13/23 EK

LAND.....5200 sqFt .12 acres
Lot 1: Frontage Rear Side-1 Side-2 Rear-Lot
40 40 130 130

Residence 1 of 1 -- Two-Family Duplex
BUILDING.....1 Story Frame 8/0 Rooms Above/Below 4/0 Bedrooms Above/Below 1536 SF living area (above grade)
Built:2023 Normal Bsmt: None Bsmt Finish: None Attic Finish: None AC
FINISH.....Foundation: Conc Exterior: Composite Siding Roof: Asph / Gable
Interior: Drwl Flooring: LV/Carpet
PLUMBING.....2 Standard Bath - 3 Fixt 1 Sink
BUILT INS....2 Dishwasher 2 Microwave
VENEER.....24 ft 1/2 Story Stone



1617 AVE H, CRISWELL, BOB



1617 AVE H, CRISWELL, BOB, 1 10/24/2023

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

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Spring 2024 aerial

See [more maps](#) at the [County GIS Department](#).

As of: On Web



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SIMILAR PROJECT "B"

Find Property Res Sales Comm/Ind Sales

7544 26 260 009

--- Permanent Property Address ---
CRISWELL, BOB
1621 AVE H
COUNCIL BLUFFS, IA 51501

----- Mailing Address -----
CRISWELL, BOB
24232 205TH ST
CRESCENT, IA 51526-8001

District: 000 CO BLUFFS CITY/CO BLUFFS

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====

Go to: https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754426260009

===== TAX DESCRIPTION* =====

* Not to be used on legal documents

BELMONT ADD LT 399

===== ASSESSED VALUE =====

* Class is for Assessment purposes only - Not Zoning

Current Value

Table with 5 columns: 2024, Res. Land, Dwelling, Total, Class. Rows include Full Value, Exempt, and Net Total for 2024.

Prior Year Value

Table with 5 columns: 2023, Res. Land, Dwelling, Total, Class. Rows include Full Value, Exempt, and Net Total for 2023.

===== EXEMPTIONS/CREDITS APPLIED =====

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D CRISWELL, BOB book/page: 2020/01985 D

===== SALES HISTORY =====

Table with 4 columns: Sale Date, Amount, Code, Book/Page. Rows show sales from 2019 and 2018.

===== ASSESSMENT DATA =====

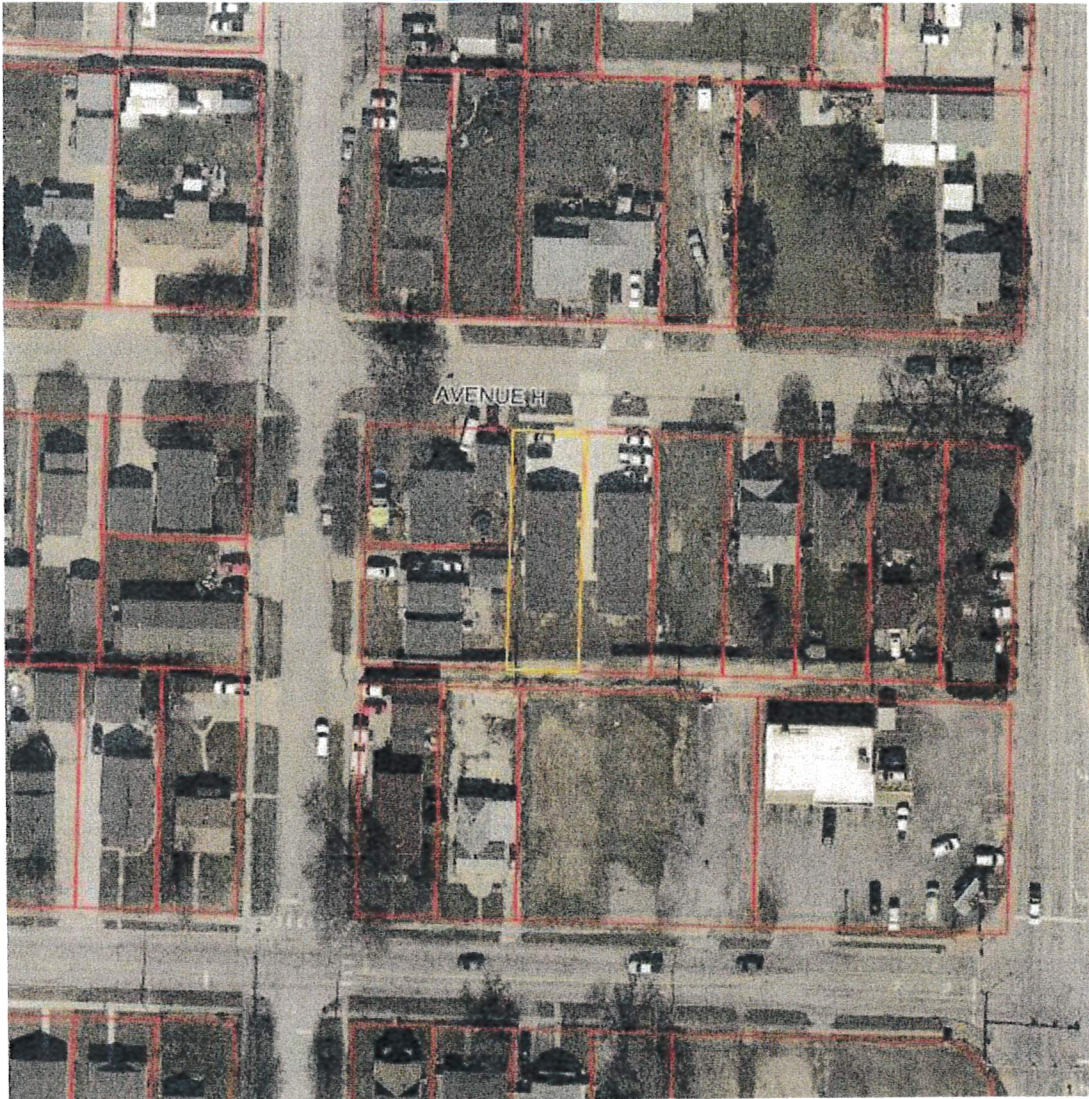
PDF: 1 MAP: 2

Date Reviewed: 12/13/23 EK

LAND.....5200 sqFt .12 acres
Lot 1: Frontage Rear Side-1 Side-2 Rear-Lot
40 40 130 130

Residence 1 of 1 -- Two-Family Duplex
BUILDING.....1 Story Frame 8/0 Rooms Above/Below 4/0 Bedrooms Above/Below 1536 SF living area (above grade)
Built:2023 Normal Bsmt: None Bsmt Finish: None Attic Finish: None AC
FINISH.....Foundation: Conc Exterior: Composite Siding Roof: Asph / Gable
Interior: Drwl Flooring: LV/Carpet
PLUMBING.....2 Standard Bath - 3 Fixt 1 Sink
BUILT INS....2 Dishwasher 2 Microwave
VENEER.....24 ft 1/2 Story Stone

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

[Click any parcel to go to its web page](#)

Spring 2024 aerial

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As of: On Web

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

SIMILAR PROJECT "C"

Find Property Res Sales Comm/Ind Sales

7544 28 431 002

--- Permanent Property Address ---
CIOCHON PROPERTIES LLC
3329 AVE G
COUNCIL BLUFFS, IA 51501

----- Mailing Address -----
CIOCHON PROPERTIES LLC
4202 S 221ST AVE
ELKHORN, NE 68022

District: 000 CO BLUFFS CITY/CO BLUFFS

===== REAL ESTATE TAXES ON TREASURER'S WEBPAGE =====
Go to: https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/754428431002

===== TAX DESCRIPTION* =====
* Not to be used on legal documents

HOME PLACE ADD W14' LT 2 E38' LT 3 BLK 6

===== ASSESSED VALUE =====
* Class is for Assessment purposes only - Not Zoning

Table with columns: 2024, Res. Land, Current Value (Dwelling, Total), Class. Rows include Full Value, Exempt, Net Total for 2024 and 2023.

===== EXEMPTIONS/CREDITS APPLIED =====
===== OWNERS =====
* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D CIOCHON PROPERTIES LLC book/page: 2024/06017 D

===== SALES HISTORY =====

Table with columns: Sale Date, Amount, Code, Book/Page. Lists multiple parcel sales from 1978 to 2024.

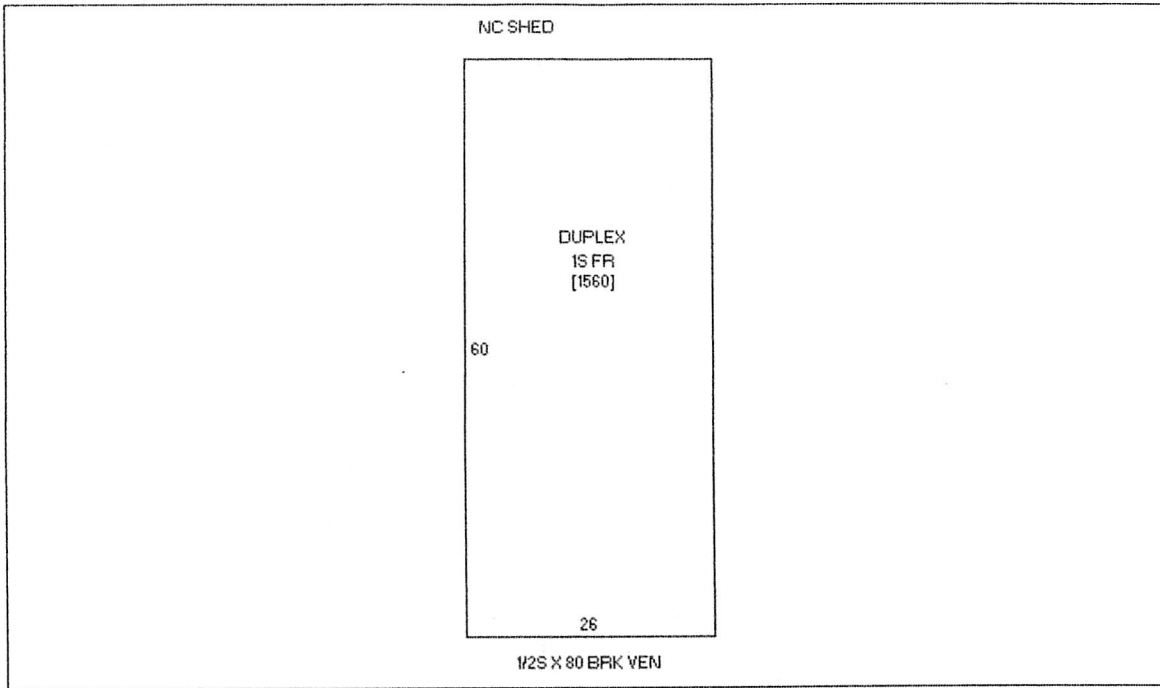
===== ASSESSMENT DATA =====

PDF: 1 MAP: 1

Date Reviewed: 05/04/22 JLH

LAND.....6500 sqFt .15 acres
Lot 1: Frontage Rear Side-1 Side-2 Rear-Lot
52 52 125 125

Residence 1 of 1 -- Two-Family Duplex
BUILDING.....1 Story Frame 8/1 Rooms Above/Below 4/0 Bedrooms Above/Below 1560 SF living area (above grade)
Built:1966 Normal Bsmt: Full Bsmt Finish: 200 SF Attic Finish: None AC
FINISH.....Foundation: C Blk Exterior: Wd Lap Roof: Asph / Gable
Interior: Drwl Flooring: Carpet / Vinyl
PLUMBING.....2 Standard Bath - 3 Fixt 1 Sink 2 Mtl St Sh Bath
BUILT INS....1 Range Unit 1 Oven - Single
VENEER.....80 ft 1/2 Story Brick



3329 AVE G, CIOCHON PROPERTIES LLC



3329 AVE G, CIOCHON PROPERTIES LLC, 1 08/09/2018

[Zoom Out](#) [Zoom In](#)



600ft x 600ft

Click any parcel to go to its web page

Spring 2024 aerial

See [more maps](#) at the [County GIS Department](#).

As of: On Web

[Find Property](#) [Res Sales](#) [Comm/Ind Sales](#)

RESOLUTION NO. 24-292

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

WHEREAS, the City is disposing of City owned property located at 1612 7th Avenue legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, a public hearing has been held in this matter on October 21, 2024 at 7:00 p.m.

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

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

Atlas Builders LLC, and all successors in interest: Property legally described as Everetts Addition E 45 FT, Lot 10 EX N 6 FT for Alley, Block 25, City of Council Bluffs, Pottawattamie County, Iowa, and

BE IT FURTHER RESOLVED

That the purchase price be \$12,032. Property closing shall occur within 30 days of the date of approval.

ADOPTED
AND
APPROVED: October 21, 2024

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

RESOLUTION NO. 24-293

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

WHEREAS, the City is disposing of City owned property located at 1614 7th Avenue legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa.

WHEREAS, a public hearing has been held in this matter on October 21, 2024 at 7:00 p.m.

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

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

Atlas Builders LLC, and all successors in interest: Property legally described as Everetts Addition W 15 FT, Lot 10, and E 30 FT, Lot 11, Block 25, EXC N 5 FT for Alley, City of Council Bluffs, Pottawattamie County, Iowa, and

BE IT FURTHER RESOLVED

That the purchase price be \$12,968. Property closing shall occur within 30 days of the date of approval.

ADOPTED
AND
APPROVED: October 21, 2024

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

Department: City Clerk
Case/Project No.: ZC-24-008
Submitted by: Christopher N.
Gibbons, Planning Manager

Ordinance 6613
ITEM 5.A.

Council Action: 10/21/2024

Description

Ordinance to amend the zoning map as adopted by reference in section 15.27.020 of the 2020 Municipal Code of Council Bluffs, by rezoning property legally described as Lots 10 – 15, Lockwood Place, all lying Northeast of Harry Langdon Boulevard and Northwest of I-80, along with the vacated Garfield Avenue Right-Of-Way adjacent; and Lot G, Auditor’s Subdivision of Lot 3, Mallett’s Subdivision, lying South of abandoned railroad Right-Of-Way and North of I-80, all in the City of Council Bluffs, from R-1/single-family residential district to I-2/General Industrial District, as set forth and defined in chapter 15.21.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	9/13/2024
Attachment A: Letter of intent	Letter	9/13/2024
Attachment B: Proposed site plan/flex space building designs	Other	9/13/2024
Attachment C: Location/zoning map	Map	9/13/2024
Attachment D: Email from Chip Corcoran	Other	9/13/2024
Notice of Public Hearing	Notice	9/13/2024
Ordinance 6613	Ordinance	10/16/2024

City Council Communication

<p>Department: Community Development</p> <p>CASES #ZC-24-008 and #CP-24-004</p> <p>Applicant: D&E LLC 19390 Grand Avenue Council Bluffs, IA 51503</p> <p>Property Owner: Edward Chevalier PO Box 8083 Omaha, NE 68108</p> <p>Representative: Damien Shull P.O. Box 337 Council Bluffs, IA 51502</p>	<p>Ordinance No. _____</p> <p>Resolution No. _____</p>	<p>City Council Case #ZC-24-008 1st Consideration: 9/23/2024 2nd Consideration: 10/07/2024 3rd Consideration: 10/21/2024</p> <p>Case #CP-24-004: 10/07/2024</p> <p>Planning Commission: 9/10/2024</p>
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Subject/Title

Request: Combined public hearings on the request of D&E, LLC, represented by Damien Shull, to rezone property legally described as Lots 10 – 15, Lockwood Place, all lying northeast of Harry Langdon Boulevard and northwest of I-80, along with the vacated Garfield Avenue right-of-way adjacent; and Lot G, Auditor’s Subdivision of Lot 3, Mallett’s Subdivision, lying south of abandoned railroad right-of-way and north of I-80, all in the City of Council Bluffs, Pottawattamie County, Iowa from R-1/Single-Family Residential District to I-2/General Industrial District; and to amend the future land use plan of the Bluffs Tomorrow: 2030 Comprehensive Plan by reclassifying said property from 'Rural Residential/Agricultural' to 'Light Industrial'.

Location: Undeveloped land lying northeast of the intersection of Harry Langdon Boulevard and South Avenue and northwest of I-80.

Background

The Community Development Department has received the following requests from D&E, LLC, represented by Damien Shull, for the property legally described above:

1. **CASE #ZC-24-008:** Rezone the property from R-1/Single-Family Residential District to I-2/General Industrial District; and
2. **CASE #CP-24-004:** Amend the future land use map of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) by reclassifying the property from ‘Rural Residential/Agriculture’ to ‘Light Industrial’.

The subject property contains 10.25 acres of undeveloped land and is located at the intersection of Harry Langdon Boulevard and South Avenue. The purpose of these requests are to allow the applicant to develop the property in phases with flex business space for contractors and an outdoor storage yard for vehicles in the future. The flex business space will be located along the easterly portion of the property and the outdoor storage area will be located along the southwesterly portion of the property. The proposed flex business space for contractors is a

permitted land use in the I-2 District; whereas, the proposed outdoor ‘storage yard’ is a conditional use in the I-2 District and requires a separate permit approval from the Council Bluffs Zoning Board of Adjustment prior to operating. A letter of intent and a conceptual site plan layout with building renderings are included with this report as Attachments ‘A’ and ‘B’.

The subject property is zoned R-1/Single-Family Residential District and is surrounded by the following zoning districts and existing land uses:

Direction	Existing Zoning Districts	Existing Land Uses
North	R-1/Single-Family Residential District	Abandoned railroad right-of-way and residences
South	I-2/General Industrial District	Interstate 80, Gavalon, Iowa Interstate Railroad
East	A-2/Parks, Estate, and Agricultural District	Interstate 80 and residences
West	I-2/General Industrial District	Iowa Interstate Railroad and truck terminals

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

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

1. Rhonda Kellogg (119 Woodbury Avenue) asked if the abandoned railroad right-of-way, located between the subject property to be rezoned and her southerly property line, is included in the rezoning request. Mrs. Kellogg also sought clarification on the proposed flex business space buildings and outdoor storage yard uses that are proposed on the property.
2. Chip Corcoran, representing the owners of 2721 South Avenue, sent an email to City staff on September 10, 2024 expressing his concern over storm water drainage in the area of Harry Langdon and South Avenue and stated the applicant/developer must address storm water runoff as part of their development project (see Attachment D).

The future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as ‘Rural Residential/Agriculture’ (see map below). The applicant has submitted an application to reclassify the property to ‘Light Industrial’ so that their project is consistent with the City’s comprehensive plan.



Discussion

1. The subject property contains 10.25 acres of undeveloped land, which exceeds the minimum 15,000 square foot lot size requirement for property zoned I-2/General Industrial District. If successfully rezoned, any future development on the property shall fully comply with the land uses and site development standards stated in Chapter 15.21, *I-2/General Industrial District*, of the Council Bluffs Municipal Code (Zoning Ordinance).
2. The subject property is currently zoned A-2/Parks, Estates and Agricultural District and is proposed to be rezoned I-2/Industrial District to allow for the construction of business flex space buildings for contractors and an outdoor storage area for vehicles in the future. The proposed business flex space is considered a ‘contractor shop’ and is allowed by-right in the I-2 District. The applicant’s letter of intent states the flex space will be owner occupied and leased to other tenants. Each flex space building will be sited along the easterly portion of the property in order to provide on-site businesses visibility to traffic along Interstate 80. Proposed building renderings show the structures will be constructed out of metal panels with stone/masonry materials on the front facades to provide an attractive visual appearance facing Interstate 80. The Community Development Department recommends the applicant’s proposed architectural enhancements to the flex space building façade’s facing Interstate 80 be included as a condition of approval for the rezoning and that rezoning become effective upon the applicant purchasing the property.

Land area behind the flex space buildings are proposed to be used for vehicle parking and equipment storage associated with the tenants, as well as, vehicle parking and/or equipment storage associated with the applicant’s other businesses in the City. The exact size and location of the proposed outdoor storage area is not clearly shown on the applicant’s site plan but the applicant’s letter of intent states the area will be fenced-in and screened from view. A ‘storage yard’, as defined in Section 15.03.609 of the Council Bluffs Zoning Ordinance, is considered a conditional use in the I-2 District and requires a conditional use permit from the Zoning Board of Adjustment prior to operating. As part of the conditional use permit process, the City and the applicant will negotiate a set of site development standards that ensures the outdoor storage yard will be an ancillary use to the overall property and that areas used for parking and/or storage of equipment/materials are adequately screened and buffered from Interstate 80, Harry Langdon Boulevard, and residential properties to the north/northwest.

3. The Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as ‘Rural Residential/Agriculture.’ The applicant proposes to reclassify the subject property as ‘Light Industrial’ to ensure that the proposed zoning and future development remain consistent with the Future Land Use Plan.

Chapter 5, *Land Use Plan*, of the Bluffs Tomorrow: 2030 Comprehensive defines ‘Rural Residential/Agriculture’ and ‘Light Industrial’ land use designations as follows:

Rural residential and agricultural areas include large-lot housing, estates, farm houses, agricultural activities, and uses that support farming. These areas and estates typically develop in an unplanned manner along rural roadways. Agricultural uses include crop or livestock production, as well as, storage, processing, and other uses related to farming operations.

Light industrial development includes areas used for industrial purposes that create minimal impacts on surrounding uses. Activities tend to occur inside structures, with outdoor areas limited to storage or distribution. Where possible, these areas should be developed as a coordinated subdivision with a dedicated roadway.

4. The subject property is an irregularly shaped 10 acre tract of land that is located in a somewhat isolated area that is bounded by Harry Langdon Boulevard to the west, an abandoned railroad right-of-way to the north, and Interstate 80 right-of-way to the east/south. The property has development constraints due to topography

(ranges from 990' at Harry Langdon to 1040' at the northeasterly corner), limited access to Harry Langdon Boulevard, and a lack of readily accessible infrastructure. At the time the Comprehensive Plan was written, the property was likely designated for future rural residential and/or agricultural use because it did not seem likely that any other development would be feasible due to said development constraints. The applicant has submitted a conceptual plan that shows two flex space contractor buildings on the subject property. This type of development would be relatively low impact and is unlikely to lower the quality of nearby residential areas. The Community Development recommends the proposed land use plan amendment become effective upon the applicant purchasing the subject property.

5. The subject property has direct access to Harry Langdon Boulevard. The Council Bluffs Public Works Department stated a traffic impact study to verify sight distances and available gaps for turning movements will be required prior to the property being developed.
6. Storm sewers are available in Harry Langdon Boulevard and sanitary sewer is located near the east end of the property. The applicant shall work with the Council Bluffs Public Works Department to determine connection points for the storm sewers and sanitary sewers for their development. Stormwater management will be required for the overall development.
7. Council Bluffs Water Works stated there is a 10" main in South Avenue that could be tapped to provide water to the site. The applicant shall work with Council Bluffs Water Works on extending water to the site.
8. MidAmerican Energy stated they have no conflicts or concerns about the proposed requests.

Recommendation

The Community Development Department recommends approval of the request of D&E, LLC, represented by Damien Shull, to rezone property legally described as Lots 10 – 15, Lockwood Place, all lying northeast of Harry Langdon Boulevard and northwest of I-80, along with the vacated Garfield Avenue right-of-way adjacent; and Lot G, Auditor's Subdivision of Lot 3, Mallett's Subdivision, lying south of abandoned railroad right-of-way and north of I-80, all in the City of Council Bluffs, Pottawattamie County, Iowa from R-1/Single-Family Residential District to I-2/General Industrial District; and to amend the future land use plan of the Bluffs Tomorrow: 2030 Comprehensive Plan by reclassifying said property from 'Rural Residential/Agricultural' to 'Light Industrial' subject to the following conditions:

1. The proposed rezoning from R-1 District to I-2 District and future land use plan amendment shall not become effective until the applicant purchases the subject property; and
2. The flex space building facades that face Interstate 80 shall be designed to include storefront entrances and a minimum of 40% of the total façade square footage shall be constructed with glass and brick, stone, or similar masonry materials.

Public Hearing

Staff speakers for the request:

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

Speakers in favor:

1. Damien Shull, 6614 Underwood Avenue, Omaha, NE

Speakers against: None

Speakers asking general questions:

1. Richard Jackson, 403 Woodbury Avenue, Council Bluffs, IA 51503

The Planning Commission recommended approval of the request of D&E, LLC, represented by Damien Shull, to rezone property legally described as Lots 10 – 15, Lockwood Place, all lying northeast of Harry Langdon Boulevard and northwest of I-80, along with the vacated Garfield Avenue right-of-way adjacent; and Lot G, Auditor’s Subdivision of Lot 3, Mallett’s Subdivision, lying south of abandoned railroad right-of-way and north of I-80, all in the City of Council Bluffs, Pottawattamie County, Iowa from R-1/Single-Family Residential District to I-2/General Industrial District; and to amend the future land use plan of the Bluffs Tomorrow: 2030 Comprehensive Plan by reclassifying said property from 'Rural Residential/Agricultural' to 'Light Industrial' subject to the following conditions:

1. The proposed rezoning from R-1 District to I-2 District and future land use plan amendment shall not become effective until the applicant purchases the subject property; and
2. The flex space building facades that face Interstate 80 shall be designed to include storefront entrances and a minimum of 40% of the total façade square footage shall be constructed with glass and brick, stone, or similar masonry materials.

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

Attachments

- Attachment A: Letter of intent
- Attachment B: Proposed site plan/flex space building designs
- Attachment C: Location/zoning map
- Attachment D: Email from Chip Corcoran

Prepared by: Christopher Gibbons, Planning and Code Compliance Manager, Community Development Dept.

Attachment A

Christopher Gibbons

From: Damien Shull <damienshull@gmail.com>
Sent: Thursday, August 22, 2024 10:34 AM
To: Christopher Gibbons
Cc: Damien Shull; Ed Gregory
Subject: Updated for storage in back of property
Attachments: FB_IMG_1724288111056.jpg; FB_IMG_1724288115331.jpg; Screenshot_20240821_195628_Facebook.jpg; 20240821_215849.jpg; 20240821_215947.jpg

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Good evening Christopher,

Thank you for taking the time talk earlier today.

I am emailing the letter of intent on the Harry Langdon Property for rezoning. The intent of this project is to beautify the Industrial area next to the interstate and bring in great businesses to Council Bluffs that will get that visibility from the interstate from this project layout. This will be an owner use and tenant use property. We are going to bring in a very upscale industrial flex space that will have office and garage space to have businesses grow in our community while having a great visual appeal that is not like other projects. This will be a place where businesses owner can lease space that looks very professional and functional for fleet type businesses. These are building with space that allows business with large commercial weight vehicles to be store inside and out of site from public, while having a professional office space in same place. This will give great visual interstate appeal to our city. I would like to also add some back of the property outside storage. His would be completely fenced in and secured with surveillance cameras. The fence would have mesh through it if need be. But will not be at all a eye sore to anyone passing by or visual. It.is planned to be at back and next to thick tree line area. But would be ok for planning to help position it aswell.

I have attached photos of sketches of the land and potential layouts of the buildings. Also examples of potential look of the building. The size and sqft may change a little. But we will work with engineers and architects to layout best fit for land and most amount of future build that allows a great clean look from the interstate and people passing the property on Harry Langdon BLVD. We intend to keep landscaping and tree separation that is thick and full between road and residential area. The land between the property and any residential is thick mature trees. Also the same for Hanrry Langdon road with exception where we plan to put the entrance to the property. This will allow privacy and very little change or impact to the surrounding area. The area surrounding the buildings will be solid surface area for driving and ease to enter and exit. It will provide a wide entrance and exit for safe and easy flow of any future business tenants occupying the space. We plan to have the front of these building to be parking for clients only. If any employee or equipment to be parked inside or on occasion on paved surface behind the building that will not be visible from any side of the roads or interstate. This providing a great clean look. Also being safe for emergency vehicles or traffic. The sketches do not show, but I plan to have some stone on front of the buildings with lights and signs lit up for evening appeal.

I look forward to working on this project and continuing to improve the great city of Council Bluffs.

Thanks
Damien Shull

Attachment B

Conceptual Site Layout



Flex Space Building Examples



CITY OF COUNCIL BLUFFS

CASES #ZC-24-008 & #CP-24-004 LOCATION/ZONING MAP

Attachment C

Legend

- ▣ CASES #ZC-24-008 & #CP-24-004 Subject Property
- Parcels

0 150 300



1 Inch = 300 Feet

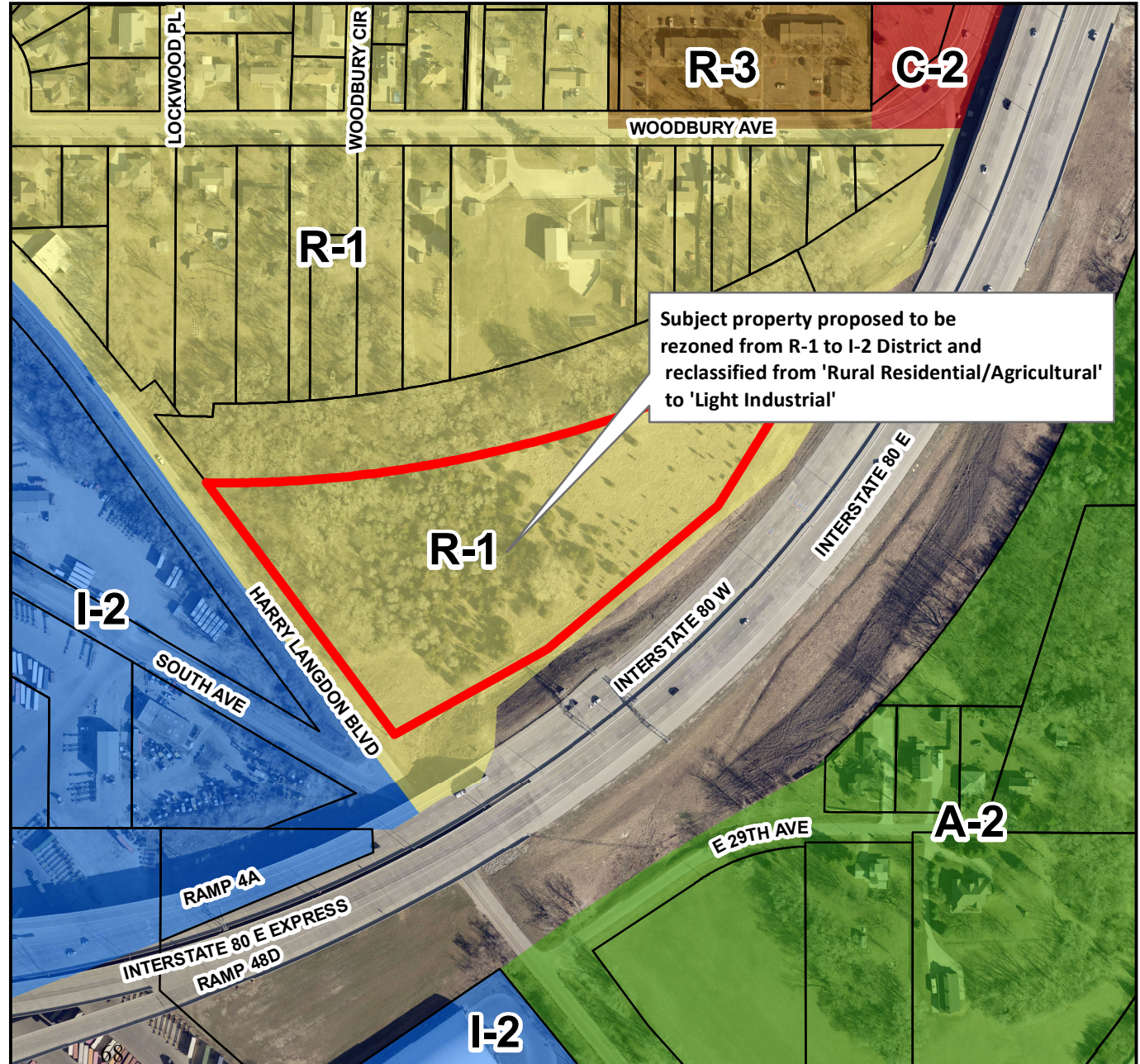


Last Amended: 8/22/2024



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

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Attachment D

Christopher Gibbons

From: Chip Corcoran <ccorcoran@ric-consult.com>
Sent: Tuesday, September 10, 2024 4:55 PM
To: Christopher Gibbons
Cc: David Hastings; Chris Stara
Subject: Adjacent Property Owner Comments Rezoning Cases # ZC-24-008 & # CP-24-004

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Good afternoon Mr. Gibbons

My name is Chip Corcoran. I am representing the owners of 2721 South Avenue, “South Avenue, LLC”. South Avenue, LLC is the owner of the property at 2721 South Avenue, located immediately west – southwest from the property referenced in Council Bluff rezoning cases # ZC-24-008, and #CP-24-004 – undeveloped land lying northeast of the intersection of Harry Langston Boulevard and South Avenue and northwest of I-80. We are in receipt of the City’s hearing notice dated August 24, 2024, for the rezoning hearing on September 10, 2024.

As adjacent property owners, we do not have objections to the proposed I-2 District use for the property. We are, however, very concerned with stormwater management issues in this area, of which we believe the City is very much aware. Our property is subject to localized flooding and erosion, and we are concerned that if the stormwater discharges from the development of the subject property are not managed appropriately, these issues will elevate. We respectfully request this concern be placed on the hearing record and as the subject property is developed, the stormwater management impacts for the area are lessened and that all impacts associated with the development are mitigated as part of the development plan.

Thank you for your assistance.

Chip Corcoran PE, LEED AP

Project Manager, President

ccorcoran@ric-consult.com | 913.488.1256 (c)



— 100% EMPLOYEE OWNED —

8653 Penrose Lane | Lenexa, KS 66219

5015 NW Canal Street, Suite 100 | Riverside, MO 64150

102 Abbie Ave. | Kansas City, KS 66103

400 E. 17th Street | Kansas City, MO 64108

1800 Wazee Street, Suite 374 Denver, CO 80202

www.ric-consult.com | 913.317.9500 (o)



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NOTICE OF PUBLIC HEARING

You are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing for October 7, 2024 at 7:00 p.m. in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs at which time all persons interested in this matter will be given an opportunity to be heard on the request of D&E, LLC, represented by Damien Shull, to rezone property legally described as Lots 10-15, Lockwood Place, all lying northeast of Harry Langdon Boulevard and northwest of I-80, along with the vacated Garfield Avenue right-of-way adjacent; and Lot G, Auditor's Subdivision of Lot 3, Mallett's Subdivision, lying south of abandoned railroad right-of-way and north of I-80, City of Council Bluffs, Pottawattamie County, Iowa from R-1/Single-Family Residential District to I-2/General Industrial District.

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6613

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2020 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REZONING PROPERTY LEGALLY DESCRIBED AS LOTS 10 – 15, LOCKWOOD PLACE, ALL LYING NORTHEAST OF HARRY LANGDON BOULEVARD AND NORTHWEST OF I-80, ALONG WITH THE VACATED GARFIELD AVENUE RIGHT-OF-WAY ADJACENT; AND LOT G, AUDITOR’S SUBDIVISION OF LOT 3, MALLETT’S SUBDIVISION, LYING SOUTH OF ABANDONED RAILROAD RIGHT-OF-WAY AND NORTH OF I-80, ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY FROM R-1/SINGLE-FAMILY RESIDENTIAL DISTRICT TO I-2/GENERAL INDUSTRIAL DISTRICT, AS SET FORTH AND DEFINED IN CHAPTER 15.21 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

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

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2020 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by rezoning property legally described as Lots 10 – 15, Lockwood Place, all lying northeast of Harry Langdon Boulevard and northwest of I-80, along with the vacated Garfield Avenue right-of-way adjacent; and Lot G, Auditor’s Subdivision of Lot 3, Mallett’s Subdivision, lying south of abandoned railroad right-of-way and north of I-80, all in the City of Council Bluffs, Pottawattamie County from R-1/Single-Family Residential District to I-2/General Industrial District, as set forth and defined in Chapter 15.21 of the Municipal Code of Council Bluffs, Iowa.

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

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

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided and upon purchase of the subject property by the applicant and other requirements set forth in the Planning Commission Communication attached hereto.

ADOPTED
AND
APPROVED

October 21, 2024.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

First Consideration: 9-23-24
Second Consideration: 10-7-24
Public Hearing: 10-7-24
Third Consideration: 10-21-24

Council Communication

Department: City Clerk
Case/Project No.: URV-24-009
Submitted by: Marianne Collins,
Community Development Housing
& Economic Planner

Ordinance 6614
ITEM 5.B.

Council Action: 10/21/2024

Description

Ordinance designating the 1st Ave and 17th Street subarea of the Council Bluffs Consolidated Urban Revitalization area for the City of Council Bluffs, Iowa.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	9/13/2024
Attachment A – Consolidated Urban Revitalization Plan	Other	9/13/2024
Attachment B – Boundary Map	Map	9/13/2024
Ordinance 6614	Ordinance	10/16/2024

Council Communication

Department: Community Development Case No.: URV-24-009 Submitted by: Housing & Economic Development	Resolution No.: 24-	Resolution of Intent: 07/22/2024 Planning Commission: 08/13/2024 Public Hearing & First Reading: 09/23/2024 Second Reading: 10/07/2024 Third Reading: Request to Waive
---	---------------------	--

Subject/Title

Amendment to update new construction multi-residential property abatement period from six years to 10 years and add an additional area, 1st Avenue & 17th Street Urban Revitalization Area to the Consolidated Urban Revitalization Plan.

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.

Staff has prepared a Consolidated Urban Revitalization Plan - Amendment 1, including 1st Ave & 17th Street Urban Revitalization Area, in accordance with Chapter 404 of the Iowa Code and has scheduled the matter for City Council consideration.

Discussion

City Council approved the Consolidated Urban Revitalization Plan April 22, 2024 with Ordinance 6603. The Consolidated Plan includes the 17 current Urban Revitalization Area Plans. Community Development is proposing adding an additional Urban Revitalization Area and extending the period of abatement for new construction multi-family housing developments.

Two updates are included in the Consolidated Urban Revitalization Plan:

1. **Multi-Family Housing Development-New Construction:** In the current Consolidated Urban Revitalization Plan is six years, we are wanting to extend the time period to 10 years for the exemption. This extension is vital to many developers when deciding to come to Council Bluffs or take their developments elsewhere.
2. **Additional Area Added:** The City is working with a developer that has conceptual plans of adding approximately 20 housing units with a mix of one and two bedroom units. It is located south of 1st Avenue inbetween 17th Street and 18th Street. The area is comprised of 2.53 acres, more or less, of land. If the 1st Avenue and 17th Street Urban Revitalization Area is approved, the project as proposed could be eligible for full exemption from taxation for 10 years.

On July 22, 2024, City Council approved Resolution 24-197, which directed staff to update new construction multi-residential property abatement period to 10 years and add an additional area,

Council Communication

1st Avenue & 17th Street Urban Revitalization Area to the Consolidated Urban Revitalization Plan. This resolution set August 26, 2024 as the date of the public hearing.

Staff specifically asks that the Commission consider the following:

- Amending the multi-family development for new construction exemption from six years to 10 years.
- The proposed 1st Avenue and 17th Street Urban Revitalization Area furthers the goals of the City’s Comprehensive Plan.
- The 1st Avenue and 17th Street Urban Revitalization Area is an area appropriate for urban revitalization designation as specified in Iowa Code Section 404.1.4, which discusses an area which is appropriate as an economic development area as defined in section 403.17. Provides that “economic development area” means an area of a municipality designated by the local governing body as appropriate for commercial and industrial enterprises or housing and residential development for low and moderate income families, including single or multi-family housing.

This matter was brought before the City Planning Commission at their August 13, 2024 meeting. The Commission found the following: 1) That the proposed Consolidated 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 Consolidated Urban Revitalization Area is an area appropriate for urban revitalization as specified in Section 404.1.4.

Property owners were notified and no written correspondence was received by the Community Development Department either in support or against the proposed plan amendment. Concurrent with the adoption of Consolidated Urban Revitalization Plan Amendment 1, an ordinance establishing the consolidated 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.

Staff Recommendation

The Community Development Department recommends approval to update the new construction multi-residential property abatement period to 10 years and add the 1st Avenue & 17th Street Urban Revitalization Area and 1st consideration of the ordinance.

Planning Commission Recommendation

The Planning Commission recommended approval of the Consolidated Urban Revitalization Plan Amendment 1.

Vote: 8-0-3

A YE – Freund, Hutcheson, Knauss, Rater, Rew, Stroebele, Van Houten and Watson

NAY – None

ABSTAIN – None

ABSENT – None

VACANT - Three

Motion: Carried

Council Communication

Attachments

Attachment A – Consolidated Urban Revitalization Plan

Attachment B – Boundary Map

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

AMENDMENT NO. 1
TO THE
AMENDED AND RESTATED
CONSOLIDATED URBAN REVITALIZATION PLAN
FOR THE
CITY OF COUNCIL BLUFFS, IOWA

INTRODUCTION

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

In April 2024, the City Council of the City of Council Bluffs, Iowa (the “City”) adopted the Amended and Restated Consolidated Urban Revitalization Plan (the “Amended and Restated Plan” or “Plan”) to consolidate the City’s previously adopted urban revitalization plans into a single plan. Additionally, the adoption of the Amended and Restated Plan consolidated the various previously established urban revitalization areas to be part of the Council Bluffs Consolidated Revitalization Area (the “Revitalization Area”). The various revitalization areas that now comprise the subareas of the Revitalization Area, and their corresponding original designating ordinances, are:

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

AMENDMENT TO PLAN – NEW SUBAREA

With the adoption of this Amendment No. 1 to the Amended and Restated Consolidated Urban Revitalization Plan (the “Amendment”), the City is designating additional land as a new subarea of the Revitalization Area. The new subarea is legally described and depicted in Exhibit A, attached hereto and incorporated by this reference. The new subarea will be known as the 1st Ave & 17th Street Subarea of the Revitalization Area.

The City is designating the 1st Ave & 17th Street Subarea of the Revitalization Area as a revitalization area meeting the criteria of Iowa Code Sections 404.1(4) and Section 404.1(5).

Existing zoning classifications of the property within the 1st Ave & 17th Street Subarea include R-2/Two-Family Residential, R-3/Low Density Multifamily Residential, and C-2/Commercial. Existing land use within the subarea is consistent with these zoning classifications. New development that remains consistent with the City’s zoning ordinance is proposed for the subarea.

Listings of the names and addresses of the owners of record for all real estate in the Revitalization Area, along with the assessed valuations stated separately for land and buildings for the real estate, as of the adoption dates for each of the revitalization plans consolidated into the Amended and Restated Plan, are maintained in the office of the City Clerk. With respect to the 1st Ave & 17th Street Subarea, a listing of the names and addresses of the owners of record for the real estate within the subarea, as well as the assessed valuations stated separately for land and buildings for the real estate, as of the date of this Amendment is attached as Exhibit B.

AMENDMENT TO PLAN – MULTI-RESIDENTIAL PROPERTY EXEMPTION

With the adoption of this Amendment, the City is also amending the exemption schedule that is available under the Plan for Eligible Property assessed as residential under Iowa Code Section 441.21(14)(a)(6) (requiring three or more separate dwelling units), located within any subarea of the Revitalization Area to which Qualifying Improvements are made.

Though this Amendment only changes the Multi-Residential exemption schedule, the entirety of the “IX. Exemptions” section of the Plan is restated below for clarity. The “IX. Exemptions” section of the Plan is hereby amended and replaced with the following:

IX. EXEMPTIONS

The following exemption schedules are available under this Plan for Eligible Properties located within the Revitalization Area to which Qualifying Improvements are made:

Multi-Residential: All Eligible Property assessed as residential under Iowa Code Section 441.21(14)(a)(6) (requiring three or more separate dwelling units) is eligible to receive an exemption from taxation in an amount equal to 100% of the Actual Value Added by the Qualifying Improvements for a period of ten (10) years; provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa

Code Section 404.3D. This exemption schedule is available for all Qualifying Improvements on Eligible Property assessed as residential under Iowa Code Section 441.21(14)(a)(6), including new construction and rehabilitation of existing structures.

Commercial or Industrial: All Eligible Property assessed as (i) commercial or (ii) industrial is eligible under this Plan to receive an exemption from taxation on Qualifying Improvements under one of the following schedules:

Three-Year Exemption: The property owner may elect to receive an exemption from taxation in an amount equal to 100% of the Actual Value Added by the Qualifying Improvements for a period of three (3) years.

Ten-Year Exemption: The property owner may elect to receive an exemption from taxation in an amount equal to a declining percentage of the Actual Value Added by the Qualifying Improvements, over a period of ten (10) years, as set forth below:

- i. For the first year, eighty percent (80%) of the Actual Value Added
- ii. For the second year, seventy percent (70%) of the Actual Value Added
- iii. For the third year, sixty percent (60%) of the Actual Value Added
- iv. For the fourth year, fifty percent (50%) of the Actual Value Added
- v. For the fifth year, forty percent (40%) of the Actual Value Added
- vi. For the sixth year, forty percent (40%) of the Actual Value Added
- vii. For the seventh year, thirty percent (30%) of the Actual Value Added
- viii. For the eighth year, thirty percent (30%) of the Actual Value Added
- ix. For the ninth year, twenty percent (20%) of the Actual Value Added
- x. For the tenth year, twenty percent (20%) of the Actual Value Added

The property owner must elect which of the above exemption options they have selected for their Eligible Property upon applying for the exemption.

EFFECTIVE DATE AND SEVERABILITY

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

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

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

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

EXHIBIT A

LEGAL DESCRIPTION AND MAP OF NEW SUBAREA

1st Ave & 17th Street Subarea

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



EXHIBIT B
INFORMATION CONCERNING 1ST AVE & 17TH STREET SUBAREA

Current Tax Parcel Number	Name of Property Owner	Address of Record for Property Owner	Current Assessed Value – Land Value	Current Assessed Value – Improvement Value
754435130001	Purpose Transitional Housing Ministries Inc	1901 Howard St #309 Omaha, NE 68102	\$156,300.00	\$0
754435130002	Dianne L. Wilcox	1730 2nd Ave Council Bluffs, IA 51501	\$19,300.00	\$43,000.00
754435130003	Mark Hanwright LLC	23974 Pioner Trl Council Bluffs, IA 51503	\$19,300.00	\$84,800.00
754435130004	Shawn E. Nielsen	1726 2nd Ave Council Bluffs, IA 51501	\$20,000.00	\$126,100.00
754435204002	Grandview Properties LLC	PO Box 6224 Omaha, NE 68106	\$19,000.00	\$84,000.00
754435204003	Ronald Sampson	1700 2nd Ave Council Bluffs, IA 51501	\$13,100.00	\$0
754435204004	Ronald Sampson	1700 2nd Ave Council Bluffs, IA 51501	\$15,400.00	\$62,800.00
754435204001	Douglas McGinnis	108 S 17th St Council Bluffs, IA 51501	\$11,500.00	\$44,400.00

02375644\10342-201

Attachment B

1st Avenue & 17th Street Urban Revitalization Area



ORDINANCE NO. 6614

ORDINANCE DESIGNATING THE 1ST AVE AND 17TH STREET
SUBAREA OF THE COUNCIL BLUFFS CONSOLIDATED
URBAN REVITALIZATION AREA FOR THE CITY OF
COUNCIL BLUFFS, IOWA

WHEREAS, Iowa Code Chapter 404 (the "Urban Revitalization Act"), authorizes cities by ordinance to designate revitalization areas if such areas meet the criteria of the Urban Revitalization Act, pursuant to the procedural requirements of the Urban Revitalization Act; and

WHEREAS, pursuant to the provisions of Iowa Code Chapter 404, on April 1, 2024, the City of Council Bluffs, Iowa (the "City") adopted the Amended and Restated Consolidated Urban Revitalization Plan (the "Amended and Restated Plan" or "Plan") for the Council Bluffs Consolidated Urban Revitalization Area (the "Revitalization Area" or "Area"); and

WHEREAS, this Council subsequently adopted Ordinance No. 6603 designating the area included in the Revitalization Area; and

WHEREAS, on September 23, 2024, this Council adopted Amendment No. 1 to the Amended and Restated Plan ("Amendment") that designates additional land as an urban revitalization area, referred to as the 1st Ave and 17th Street Subarea of the Revitalization Area, as legally described herein, to be a new subarea of the Revitalization Area; and

WHEREAS, the Council has previously determined that the new urban revitalization area is a suitable revitalization area authorized by Iowa Code Chapter 404; and

WHEREAS, the continued revitalization of the Area, as amended, will enhance the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the Area and is necessary in the interest of the public health, safety, or welfare of the residents of the City, and the Area substantially meets the criteria of Iowa Code Section 404.1; and

WHEREAS, pursuant to the provisions of the Urban Revitalization Act, the City has adopted the Amendment, and now desires to amend Ordinance No. 6603 to designate the 1st Ave and 17th Street Subarea of the Revitalization Area as an urban revitalization area by ordinance.

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

Section 1. That, consistent with the adoption of the Amendment and in accordance with the provisions of the Urban Revitalization Act, the area legally described as follows is hereby designated as an urban revitalization area, as a subarea of the Council Bluffs Consolidated Urban Revitalization Area of the City of Council Bluffs, Iowa:

1st Ave & 17th Street Subarea

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

Section 3. That Ordinance No. 6603 is hereby amended to include the 1st Ave & 17th Street Subarea, and that all other ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 4. That if any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 5. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 21th day of October, 2024.

Mayor

ATTEST:

City Clerk

First Consideration: 9-23-24
Second Consideration: 10-7-24
Public Hearing: 10-7-24
Third Consideration: 10-21-24

I, Jodi Quakenbush, City Clerk of the City of Council Bluffs, County of Pottawattamie, State of Iowa, do hereby certify that the above and foregoing is a true copy of Ordinance No. 6614 passed and approved by the City Council of the City at a meeting held October 21, 2024, and published in the Daily Nonpareil on _____, 2024.

City Clerk, Council Bluffs, Iowa

(SEAL)

Council Communication

Department: Public Works Admin
 Case/Project No.: PW24-12
 Submitted by: Matthew Cox, Public Works Director

Resolution 24-294
 ITEM 6.A.

Council Action: 10/21/2024

Description

Resolution accepting the bid of Compass Utility, LLC for the South 23rd Street Rehab, Phase I project. Project # PW24-12

Background/Discussion

On October 3, 2024 bids were received through the City bidding software Ion Wave as follows:

	<u>Division I General</u>	<u>Division II Pavement</u>	<u>Division III Storm Sewer</u>	<u>Division IV San. Sewer</u>	<u>Total</u>
Compass Utility, LLC Council Bluffs, IA	\$174,845.35	\$502,407.81	\$139,165.31	\$517,102.83	\$1,333,521.30
Bluffs Paving and Utility Co. Inc. Crescent, IA	\$208,968.95	\$604,834.22	\$177,966.24	\$494,019.43	\$1,485,788.84
Vrana Construction Omaha, NE	\$329,378.90	\$551,246.07	\$248,910.54	\$659,935.35	\$1,789,470.86
Engineer's Opinion	\$239,420.50	\$435,294.00	\$169,331.00	\$407,820.00	\$1,251,865.50

The South 23rd Street sanitary sewer is a collector sewer receiving flow from the area between 20th Street and 26th Street and from I-29 south to 6th Avenue. The trunk sewer is old, in poor condition, and needs to be replaced.

The existing street has poor drainage and areas of the pavement and curbs are deteriorated.

The project will reconstruct South 23rd Street from 3rd Avenue to 6th Avenue.

This project was included in the FY24 CIP with a budget of \$700,000 in Local Option Sales Tax funds and \$300,000 in sewer funds. A revised total project budget of \$1,500,000 is required to complete the project.

The project schedule is as follows: Construction Start Spring 2025

Recommendation

Approval of this resolution to accept the bid of Compass Utility, LLC for the South 23rd Street Sewer Rehab, Phase I Project.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-294	Resolution	10/16/2024

RESOLUTION
NO 24-294

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
COMPASS UTILITY, LLC FOR THE
SOUTH 23rd STREET SEWER REHAB, PHASE I
PROJECT #PW24-12**

WHEREAS, the plans, specifications, and form of contract for the South 23rd Street Sewer Rehab, Phase I 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 September 9, 2024, and the plans, specifications and form of contract were approved; and

WHEREAS, Compass Utility, LLC has submitted a low bid in the amount of \$1,333,521.30 for this contract.

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

That the bid of Compass Utility, LLC of \$1,333,521.30 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the South 23rd Street Sewer Rehab, Phase I; and

BE IT FURTHER RESOLVED

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

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

October 21, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW25-10
Submitted by: Matthew Cox, Public
Works Director

Resolution 24-295
ITEM 6.B.

Council Action: 10/21/2024

Description

Resolution authorizing the Mayor and City Clerk to execute Iowa Department of Transportation Federal Aid Agreement No. 2-24-STPU-022 for the West Graham Reconstruction Project #PW25-10.

Background/Discussion

West Graham Avenue is in need of reconstruction. The project extends approximately 1,360 feet in length, from High Street to Fairmount Avenue. This street segment is a boulevard with a 30-foot wide raised median with trees, located within an existing right-of-way of 100-feet. West Graham extends east – west with a single lane of travel in each direction and parallel parking allowed along the outside curbs in most locations. It is a residential area with houses fronting the street, with the majority having individual driveways. West Graham is a collector roadway that serves as a connection to East Graham and S. 1st Street.

It is likely that the original construction of West Graham Avenue dates to 1907, the same time Fairmount Avenue was constructed. The roadway and utilities are old, in poor condition, and are due for replacement.

The project will include new street pavement and sidewalks, drainage improvements, and new sanitary sewers. The Council Bluffs Water Works will replace their water main as part of the project and Black Hills Energy will replace the gas main this fall.

This Federal-aid project was included in the FY25 CIP and includes a budget of \$2,405,000 in STBG funds and \$1,250,000 in Local Option Sales Tax funds.

The project is scheduled for a February 2025 letting.

Recommendation

Approval of this resolution to enter into a funding agreement with IDOT for the West Graham Reconstruction Project.


ATTACHMENTS:

Description	Type	Upload Date
Map	Map	10/8/2024
Agreement	Agreement	10/8/2024
Resolution 24-295	Resolution	10/16/2024

PW 25-10 WEST GRAHAM AVE. RECONSTRUCTION



Legend

 PW 25-10

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Surface Transportation Block Grant Program Project**

RECIPIENT: City of Council Bluffs

Project No.: STP-U-1642(690)--70-78

Iowa DOT Agreement No.: 2-24-STPU-022

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 RECIPIENT has received Federal funding through the Surface Transportation Block Grant (STBG) Program. STBG funds are available for construction, reconstruction, rehabilitation, resurfacing, restoration and operational or safety improvement projects on Federal-aid highways, bridges (as defined by the National Bridge Inspection Standards) on any public road, and several other types of projects, as specified in 23 U.S.C. 133(b). Federal-aid highways include all Federal Functional Classifications, except for rural minor collectors or local roads.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the DEPARTMENT agrees to provide STBG funding 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 will be the Local Systems Project Development Engineer, Jenifer Bates, and the Local Systems Western Region Field Engineer, Sarah R. Okerlund. The RECIPIENT's contact person shall be the City Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following described STBG project:

PCC Replacement on W Graham Ave, from High Street to Fairmount Ave.
4. Eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible project activities from STBG funds. The portion of the project costs reimbursed by STBG funds shall be limited to a maximum of either 80 percent of eligible costs or the amount of \$2,405,000, as stipulated in the Metropolitan Area Planning Agency current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
7. The RECIPIENT shall pay for all project costs not reimbursed with STBG funds.
8. If the project described in Section 3 drops out of the Metropolitan Area Planning Agency current TIP or the approved current STIP prior to obligation of Federal funds, and the RECIPIENT fails to reprogram the project in the appropriate TIP and STIP within 3 years, this agreement shall become null and void.

- 9. The RECIPIENT shall let the project for bids through the DEPARTMENT.
- 10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
- 11. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- 12. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

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

City Signature Block (City Projects Only)

By _____ Date _____, 20____

Title of city official

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 _____, 20_____.

Signed _____ Date _____, 20____

City Clerk of Council Bluffs, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By _____ Date _____, 20____

Sarah R. Okerlund, P.E.
Local Systems Field Engineer
Western Region

EXHIBIT 1

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

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

1. General Requirements

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the DEPARTMENT.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the [Iowa DOT Design Manual](#).
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. When the DEPARTMENT will pay initial project costs and credit those accounts from which initial costs were paid, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's [DBE program](#), as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming 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. The RECIPIENT must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous funding activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the RECIPIENT knows in advance that funding activity will not occur for nine months or more, the DEPARTMENT's Contract Administrator needs to be notified to determine if programming or authorization of funds can be adjusted or other options can be explored.
- c. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- d. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design

- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location

approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.

- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau [Local Public Agency Manual](#). The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. Acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.670](#), Work on Railroad Right-of-Way and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the DEPARTMENT'S [Policy for Accommodating Utilities on the County and City Non-Primary Federal-aid Road System](#) for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's [Policy for Accommodating and Adjustment of Utilities on Primary Road System](#). The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement

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

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.

- ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process - Federal-aid.
 - d. The RECIPIENT shall forward a completed Project Development Certification ([Form 730002](#)) to the DEPARTMENT in accordance with [I.M. 3.710](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
 - e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
 - f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract execution.

7. Construction

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable

and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

- d. Reimbursement claims shall be submitted on forms identified by the DEPARTMENT along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.
- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. The RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

RESOLUTION
NO 24-295

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE IOWA DEPARTMENT OF TRANSPORTATION
FEDERAL AID AGREEMENT NO. 2-24-STPU-022
IN CONNECTION WITH THE
WEST GRAHAM RECONSTRUCTION
PROJECT #PW25-10**

- WHEREAS, the City wishes to make improvements known as West Graham Reconstruction 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 the West Graham Reconstruction.

ADOPTED
AND
APPROVED _____, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW25-21
Submitted by: Matthew Cox, Public
Works Director

Resolution 24-296
ITEM 6.C.

Council Action: 10/21/2024

Description

Resolution accepting the bid of Midwest DCM for the Council Bluffs Recycle Center Paving and Scale Foundation Removal. Project# PW25-21

Background/Discussion

On October 9, 2024 bids were received through the City bidding software Ion Wave as follows:

Midwest DCM, Omaha, NE	\$61,831.50
DPS, LLC, Omaha, NE	\$101,735.25
TK Concrete, Inc., Pella, IA	\$135,370.00
Engineer's Estimate (HGM)	\$81,450.00

The outbound scale at the City's Recycling Center was installed in 1997 and has been taken out of service, replaced by two new inbound and outbound scales.

This project will remove the old scale foundation, ramps, and deteriorating concrete in the area. The area where the old scale was located will be paved creating new traffic lanes for outbound non-scale traffic.

This paving project will finalize the improvements to the outbound traffic lanes, significantly enhancing traffic flow at the facility.

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

The project schedule is as follows:

Award	October 21, 2024
Construction Start	October 2024

Recommendation

Approval of this resolution to accept the bid of Midwest DCM. This project will create new traffic lanes for the Recycling Center outbound non-scale traffic.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 24-296	Resolution	10/16/2024

**RESOLUTION
NO 24-296**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH DPS, LLC
FOR THE COUNCIL BLUFFS RECYCLE CENTER PAVING AND
SCALE FOUNDATION REMOVAL
PROJECT #PW25-21**

WHEREAS, the City desires to remove the foundation and Ramps of the old scale, and pave the area; and

WHEREAS, Midwest DCM has submitted a low bid in the amount of \$61,831.50 for this contract.

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

That the bid of Midwest DCM in the amount of \$61,831.50 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Council Bluffs Recycle Center paving and scale foundation removal; and

BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

October 21, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 24-297
ITEM 6.D.

Council Action: 10/21/2024

Description

Resolution authorizing the Mayor and City Clerk to execute an agreement and award a contract in the amount of \$493,274.00 to United Utilities & Excavation, LLC for the Recreation Complex Facility Maintenance Yard Upgrade, Project R23-14 & R25-03.

Background/Discussion

The City Council approved \$375,000 for the upgrade to the Recreation Complex Facility Maintenance Yard in the FY 23 CIP and \$175,000 in the FY 25 CIP for a total funding amount of \$550,000.

The bid for the project closed on October 1st and the City received seven bids:

United Utilities & Excavation, LLC - \$493,274.00
Western Iowa Utilities - \$505,216.71
Bluffs Paving & Utility Co. - \$670,922.12
Midwest DCM - \$692,355.70
MECO-HENNE Contracting, Inc. - \$741,655.00
Judds Bros Construction Co. - \$768,160.00
Neuvirth Construction, Inc. - \$778,356.04

The contract is awarded to the apparent low bidder for the base bid. United Utilities & Excavation, LLC is the apparent low bidder with a base bid in the amount of \$493,274.00.

Although the overall construction cost of \$493,274.00 is more than the \$481,897.10 available for construction within the project budget, funds within the Recreation Complex Maintenance operating budget have been identified to cover the \$11,376.90 project budget deficit.

It is anticipated the project will occur over early spring and be completed by June 2nd, 2025.

Recommendation

Approve resolution to authorize the Mayor and City Clerk to enter into a contract with United Utilities & Excavation, LLC in the amount of \$493,274.00 for the Recreation Complex Facility Maintenance Yard Upgrade, Project R23-14 & R25-03.

ATTACHMENTS:

Description	Type	Upload Date
Letter of Recommendation	Letter	10/10/2024
Resolution 24-297	Resolution	10/16/2024

October 3, 2024

Zach Smith, Recreation Complex Supervisor
City of Council Bluffs - Parks
2900 Richard Downing Ave
Council Bluffs, IA 51501
Office: 712-366-2530
Cell: 402-699-1497
zsmith@councilbluffs-ia.gov

RE: Sports Complex Maintenance Facility Improvements, Project R-23-14 and R-25-03
(Confluence Project #20430) **Bid Recommendation**

Mr. Zach Smith:

Regarding the Sports Complex Maintenance Facility Improvements project, seven contractors submitted a bid on the project:

- United Utilities & Excavation, LLC
- Western Iowa Utilities (Hildreth Landscape, Inc.)
- Bluffs Paving & Utility Co., Inc. (Bluffs Paving and Utility Company, Inc.)
- Midwest DCM
- MECO-HENNE Contracting, Inc.
- Judds Bros Construction Co.
- Neuvirth Construction, Inc.

Construction cost for the Phase 1 base bid project was estimated at \$515,966.51. A second phase to complete the dry storage building will be scheduled at a later date and was not included in this bid.

We have reviewed the bid results. The low bid was submitted by United Utilities & Excavation, LLC. The low bidder is currently constructing projects of similar scope in the City of Bennington, NE and has completed or is currently constructing projects for other government agencies including Gretna, NE and Corning, IA. Confluence recommends awarding the project to United Utilities & Excavation, LLC for the base bid construction contract amount of \$493,274.00.

United Utilities & Excavation, LLC is planning on using one subcontractor for fencing with In-Law Fencing.

Please feel free to contact me with any questions.

Sincerely,



Caitlin Bolte

Principal

Confluence
1111 N 13th Street Ste 203
Omaha, Nebraska 68102

Enclosure: BIDDER STATUS FORM – UU&E.pdf
 CERT OF COMPLIANCE – UU&E.pdf
 TITLE VI CB – UU&E.pdf
 CBRC – UU&E.pdf
 SUPPLIER RESPONSE (United Utilities & Excavation LLC).pdf

**RESOLUTION
NO 24-297**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN
AGREEMENT AND AWARD A CONTRACT IN THE AMOUNT OF \$493,274.00 TO
UNITED UTILITIES & EXCAVATION, LLC FOR THE
RECREATION COMPLEX FACILITY MAINTENANCE YARD UPGRADE,
PROJECT R23-14 & R25-03**

- WHEREAS, the City Council approved \$375,000 for the upgrade to the Recreation Complex Facility Maintenance Yard in the FY 23 CIP and \$175,000 in the FY 25 CIP for a total funding amount of \$550,000; and
- WHEREAS, the upgrade will include a perimeter fence, realignment of the trail to the north of the maintenance yard, new storm water lines, new parking area, and a turnaround constructed in the parking lot for public use, and outdoor material storage bins; and
- WHEREAS, seven bids were received for the project with United Utilities & Excavation, LLC being the apparent low bidder with a base bid in the amount of \$493,274.00; and
- WHEREAS, the remaining funding available for construction within the project budget is \$481,897.10; and
- WHEREAS, funds within the Recreation Complex Maintenance operating budget have been identified to cover the \$11,376.90 project budget deficit; and
- WHEREAS, the city council deems approval of said improvements to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized, empowered and directed to execute a contract in the amount of \$493,274.00 for the Recreation Complex Facility Maintenance Yard Upgrade, Project R23-14 & R25-03.

ADOPTED
AND
APPROVED

October 21, 2024

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Legal
Case/Project No.:
Submitted by: Graham Jura

Resolution 24-298
ITEM 6.E.

Council Action: 10/21/2024

Description

Resolution to accept multiple parcels of property donated by Lannette Flood, legally described as stated in this Resolution, City of Council Bluffs, Pottawattamie County, Iowa.

Background/Discussion

Lanette Flood owns various parcels of land that she desires to donate to the City of Council Bluffs. These parcels are located throughout the City, many of which are located adjacent to current City property. The City would benefit strategically from accepting these parcels to both expand upon our currently owned property and oversee any disposition in relation to future land use.

Recommendation

Approval is recommended.

ATTACHMENTS:

Description	Type	Upload Date
Attachment	Other	10/11/2024
Resolution 24-298	Resolution	10/16/2024

Parcel#744402205002

S 16TH ST

1529 16TH AVE

1615 S 14TH ST

1313 16TH AVE

1604 S 13TH ST

1608 S 13TH ST

1312 17TH AVE

1612 S 13TH ST

1626 S 13TH ST

17TH AVE

1315 17TH AVE

1301 17TH AVE

1708 S 13TH ST

1712 S 13TH ST

1718 S 13TH ST

1314 18TH AVE

1304 18TH AVE

18TH AVE

1324 18TH AVE

1319 18TH AVE

1317 18TH AVE

1800 S 13TH ST

1804 S 13TH ST

1810 S 13TH ST

1816 S 13TH ST

S 13TH ST

1324 19TH AVE

1320 19TH AVE

19TH AVE

1321 19TH AVE

1319 19TH AVE

1900 S 13TH ST

1904 S 13TH ST

1908 S 13TH ST

1912 S 13TH ST

1322 20TH AVE

1316 20TH AVE

1304 20TH AVE

20TH AVE

1315 20TH AVE

2000 S 13TH ST

2010 S 13TH ST

2014 S 13TH ST

2018 S 13TH ST

2022 S 13TH ST

1312 21ST AVE

2011 S 13TH ST

Parcel#744402429009

23RD AVE

2224 S 13TH ST

23RD AVE

1325 23RD AVE

2310 S 13TH ST

2312 S 13TH ST

1310 24TH AVE

2330 S 13TH ST

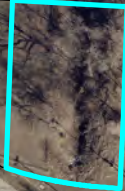
107

24TH AVE



Parcel#744403400005

2502 23RD AVE



2230 23RD AVE

23RD AVE

2301 S 24TH ST

S 23RD ST

2327 S 24TH ST

2407 S 23RD ST

2411 S 24TH ST

S 24TH ST

2423 S 24TH ST

Parcel#754319402046

208 E ORCHARD AVE

216 E ORCHARD AVE

218 E ORCHARD AVE

226 E ORCHARD AVE

238 E ORCHARD AVE

242 E ORCHARD AVE

302 E ORCHARD AVE

316 E ORCHARD AVE

E ORCHARD AVE

209 E ORCHARD AVE

215 E ORCHARD AVE

219 E ORCHARD AVE

225 E ORCHARD AVE

229 E ORCHARD AVE

235 E ORCHARD AVE

239 E ORCHARD AVE

245 E ORCHARD AVE

305 E ORCHARD AVE

309 E ORCHARD AVE

315 E ORCHARD AVE

450 MIDLAND DR

236 HIGHLAND DR

312 MIDLAND DR

318 MIDLAND DR

324 MIDLAND DR

330 MIDLAND DR

336 MIDLAND DR

342 MIDLAND DR

348 MIDLAND DR

442 MIDLAND DR

400 MIDLAND DR

306 MIDLAND DR

MIDLAND DR

301 MIDLAND DR

307 MIDLAND DR

313 MIDLAND DR

319 MIDLAND DR

325 MIDLAND DR

331 MIDLAND DR

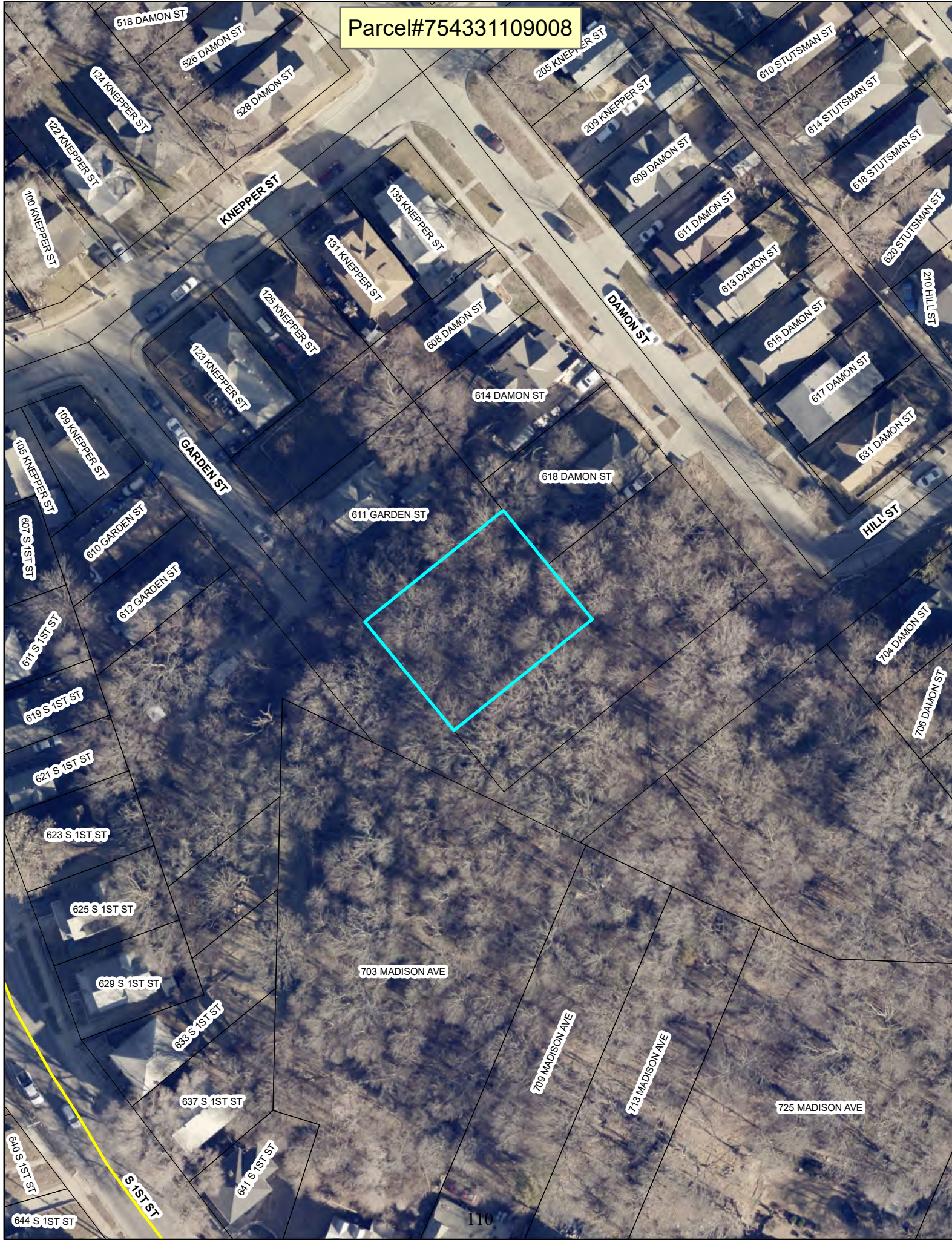
337 MIDLAND DR

343 MIDLAND DR

349 MIDLAND DR

401 MIDLAND DR

Parcel#754331109008



135 KNEPPER ST
131 KNEPPER ST
125 KNEPPER ST
123 KNEPPER ST

608 DAMON ST
614 DAMON ST
618 DAMON ST

611 GARDEN ST

DAMON ST

615 DAMON ST
617 DAMON ST
631 DAMON ST

HILL ST

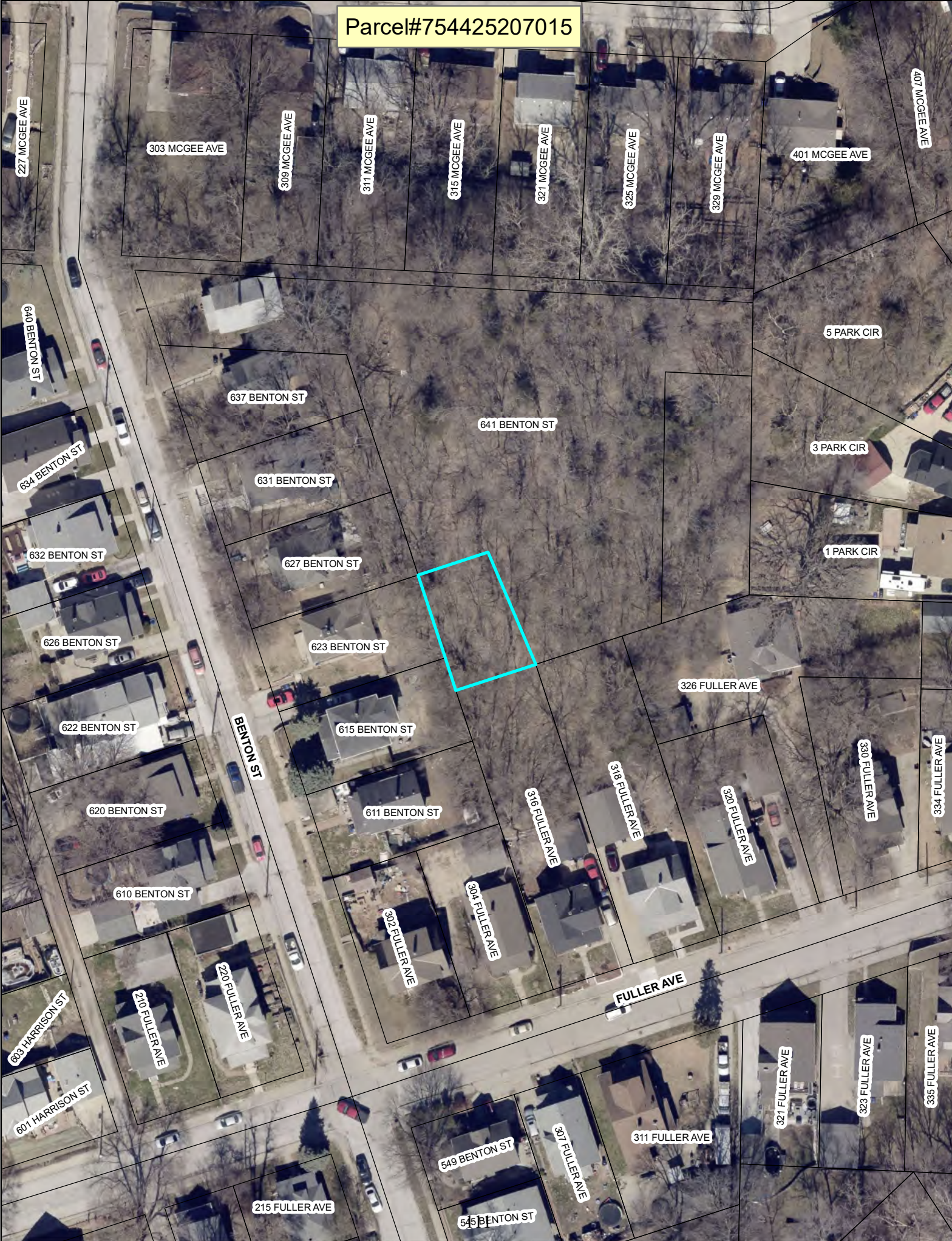
703 MADISON AVE

709 MADISON AVE

713 MADISON AVE

725 MADISON AVE

Parcel#754425207015



227 MCGEE AVE

303 MCGEE AVE

309 MCGEE AVE

311 MCGEE AVE

315 MCGEE AVE

321 MCGEE AVE

325 MCGEE AVE

329 MCGEE AVE

401 MCGEE AVE

407 MCGEE AVE

640 BENTON ST

634 BENTON ST

632 BENTON ST

626 BENTON ST

622 BENTON ST

620 BENTON ST

610 BENTON ST

603 HARRISON ST

601 HARRISON ST

210 FULLER AVE

220 FULLER AVE

215 FULLER AVE

637 BENTON ST

631 BENTON ST

627 BENTON ST

623 BENTON ST

615 BENTON ST

611 BENTON ST

549 BENTON ST

545 BENTON ST

304 FULLER AVE

302 FULLER AVE

310 FULLER AVE

304 FULLER AVE

FULLER AVE

307 FULLER AVE

311 FULLER AVE

320 FULLER AVE

326 FULLER AVE

321 FULLER AVE

323 FULLER AVE

335 FULLER AVE

318 FULLER AVE

330 FULLER AVE

334 FULLER AVE

5 PARK CIR

3 PARK CIR

1 PARK CIR

Parcel#754427107002

3131 AVENUE L

3036 AVENUE L

3032 AVENUE L

3024 AVENUE L

AVENUE L

3035 AVENUE L

3031 AVENUE L

3025 AVENUE L

3021 AVENUE L

N 31ST ST

1020 N 31ST ST

1100 N 31ST ST

3036 AVENUE K

3030 AVENUE K

3026 AVENUE K

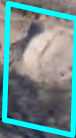
3020 AVENUE K

AVENUE K

Parcel#754435453001

1201 S 16TH ST

S 16TH ST



1309 S 16TH ST

1512 14TH AVE

Parcel#754436209012

200 S 4TH ST

209 S 4TH ST

333 WILLOW AVE

215 S 4TH ST

216 BLUFF ST

219 S 4TH ST

S 4TH ST

221 S 4TH ST

220 BLUFF ST

229 S 4TH ST

226 BLUFF ST

231 S 4TH ST

234 BLUFF ST

BLUFF ST

5TH AVE

231 BLUFF ST

233 BLUFF ST

501 S 4TH ST

510 BLUFF ST

Prepared by: City Legal Dept., Co. Bluffs, IA 51503 – Phone: 890-5317
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 890-5261

RESOLUTION NO. 24-298

A RESOLUTION TO ACCEPT MULTIPLE PARCELS OF PROPERTY DONATED BY LANNETTE FLOOD, LEGALLY DESCRIBED AS STATED IN THIS RESOLUTION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Lanette Flood owns various parcels of land that she desires to donate to the City of Council Bluffs;

WHEREAS; the parcels are located throughout the City, many of which are located adjacent to current City property;

WHEREAS; The City would benefit strategically from accepting these parcels to both expand upon our currently owned property and oversee any disposition in relation to future land use;

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

That the City does accept the donation of the parcels legally described as followed:

Parcel 744402205002 - Lot 16, Block 24, Howard Addition to the City of Council Bluffs, Pottawattamie County, Iowa.

And

Parcel 744402429009 – Lot 5, except the West 80.5 feet, Block 26, Railroad Addition to Council Bluffs, Pottawattamie County, Iowa

And

Parcel 744403400005 – The East 100 feet of NE ¼ SE 1/4, North of 23rd Avenue, Section 3, Township 74, Range 44, Pottawattamie County, Iowa.

And

Parcel 754319402046 – Lot 32, except the South 196 feet, Hansen’s Third Addition to the City of Council Bluffs, Pottawattamie County, Iowa.

And

Parcel 754331109008 - Lots 10 and 11, Block 15, Stutsman’s Second Addition to the City of Council Bluffs, Pottawattamie County, Iowa.

And

Parcel 754425207015 – That part of Lot 4, in Block 1, Harrison Street Addition to the City of Council Bluffs, Iowa, South of the North line of Lot 8 produced Easterly from Lot 8 across said Lot 4, and that portion of Lot 3 in Block 1, Harrison Street Addition to the City of Council Bluffs, Iowa, described as follows: Commencing at the Northeast corner of Lot 13 in Block 1; thence westerly along north line of said Lot 13, 31.56 feet to the Southwest corner of said Lot 3, thence Northeasterly along the West line of said Lot 3 to a point where the North line of Lot 8 produced Easterly intersects the West line of said Lot 3, thence Southeasterly to the place of beginning, Pottawattamie County, Iowa.

And

Parcel 754427107002 – Lot H, Melone’s Addition to the City of Council Bluffs, Pottawattamie County, Iowa.

And

Parcel 754435453001 – Lot 10, except for Railroad right-of-way, Block 23, Fleming and Davis’ Addition to the City of Council Bluffs, Pottawattamie County, Iowa.

And

Parcel 754436209012 – The East 10 feet of the North 41.2 feet of Lot 18, Auditor’s Subdivision of Outlots 2 and 3, Jackson’s Addition to the City of Council Bluffs, Pottawattamie County, Iowa.

ADOPTED

AND

APPROVED:

October 21, 2024

Matthew J. Walsh

Mayor

ATTEST:

Jodi Quakenbush

City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW25-15
Submitted by: Matthew Cox, Public
Works Director

Resolution 24-299
ITEM 6.F.

Council Action: 10/21/2024

Description

Resolution authorizing the mayor to execute an agreement with Veenstra & Kimm, Inc. for engineering services in connection with the I-80 Pump Station Emergency Generator. Project # PW25-15

Background/Discussion

The I-80 Sanitary Sewer Pump Station is a low head, high volume, transmission pump station that conveys over 65% of the community's flows. It is a critical facility within the City's collection system. The pump station has three diesel powered pumps and two electric driven pumps.

In the event of a power outage, only the engine driven pumps can operate. The electric pumps and HVAC remain off during an outage. The controls for the engines and lights can be powered by a small generator internal to the building, which automatically transfers. A trailer mounted standby generator has been utilized in the past, but power must be transferred manually from the emergency generator to the pump station. If the emergency generator is unavailable, the engine driven pumps must be continuously monitored by on-site personnel.

The project includes installation of a dedicated generator to automatically provide emergency power for full operation of the pump station during an outage.

Three proposals were received and reviewed. Veenstra & Kimm, Inc. was selected as the most qualified to perform the work for this project. They have a strong project team with expertise in standby power systems.

This project was included in the FY25 CIP and includes a budget of \$500,000 in Local Option Sales Tax funds.

Recommendation

Approval of this resolution to select Veenstra & Kimm, Inc. as project engineers for design and construction engineering services.

ATTACHMENTS:

Description	Type	Upload Date
Engineering Agreement	Agreement	10/11/2024
Resolution 24-299	Resolution	10/16/2024

CONTRACT FOR CITY ENGINEER SERVICES

MASTER SERVICE AGREEMENT

This Contract approved on _____, 2024 and effective immediately, between the CITY OF COUNCIL BLUFFS, IOWA, a municipal corporation, 209 Pearl Street, Council Bluffs, Iowa 51503, hereinafter referred to as "CITY," and VEENSTRA & KIMM, INC., an Iowa corporation, hereinafter referred to as "ENGINEER".

1. CITY is a municipal corporation which needs certain services performed as more specifically set forth hereafter.
2. ENGINEER agrees to perform these services for City under the terms and conditions set forth in this Contract.

3. Regulation Compliance, Nondiscrimination and Information Requirements

The ENGINEER agrees to comply within the requirements as described in Appendix A, attached hereto and incorporated within.

4. Services

The ENGINEER shall provide engineering services to the CITY as requested. The scope of engineering services for any assignment shall be set forth in a separate written task order. The task order shall define scope and schedule for the project. The CITY retains the right at its sole discretion to determine what services will be provided by the ENGINEER under this Master Service Agreement.

5. Ownership of Work Product

Any data, design, files, or other work products of this Agreement including electronic CADD and GIS files developed by the ENGINEER or received by the ENGINEER as a part of their services under this Agreement shall be the property of the CITY. The ENGINEER shall provide the work product to the CITY upon request at no cost. Nothing in this Agreement shall prevent the ENGINEERS from retaining a copy of any and all work product developed as a part of this Agreement or received by the ENGINEERS during the course of services under this Agreement.

6. Compensation

The CITY will pay the ENGINEER professional fees, plus reimbursable expenses. The basis for compensation and the maximum or lump sum fee for any assignment shall be set forth in the written task order for that assignment.

When services are provided on an hourly rate basis services will be provided in accordance with the then current hourly fee schedule of the ENGINEER. The ENGINEER may adjust its standard hourly rates once each year by providing the CITY a copy of the adjusted standard hourly rate schedule.

Unless otherwise provided in the task order reimbursable expenses included within the allowed compensation includes all reasonable expenses incurred in good faith on behalf of the CITY included but not limited to copying, mailing, out of pocket per diem expenses, equipment rental and transportation at a rate not to exceed the then current IRS reimbursement rate.

Fees for services under this Agreement shall be billed monthly with a separate invoice for work under each task order.

7. Term

This Contract shall be in effect until such time that either CITY or ENGINEER terminates the contract in accordance with the terms and conditions set forth in this Contract.

8. Contractual Relationship

The parties intend that an Independent Contractor-employer relationship will be created by this Contract. CITY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with ENGINEER. ENGINEER is not to be considered an agent or employee of CITY for any purpose, and neither ENGINEER nor any employees of ENGINEER are entitled to any of the benefits that CITY provides for City's employees. It is understood that CITY does not agree to use ENGINEER exclusively, and CITY in its sole discretion may contract with or use the services of any other person or entity for any type of engineering services at any time. It is further understood that ENGINEER is free to contract for similar services to be performed for other cities, persons or entities while it is under Contract with CITY. ENGINEER shall be fully responsible for all income, social security or other taxes or deductions, including but not limited to worker's compensation and unemployment deductions, relating to the services it performs for CITY.

9. 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 \$3,000,000.00. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

10. 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 - \$3,000,000 each claim; \$3,000,000 aggregate
2. Vehicle Coverage
Bodily Injury - \$1,000,000 combined single limit (each accident)
3. Worker's Compensation - \$1,000,000 Statutory Benefits Coverage B
4. General Liability - \$1,000,000 each occurrence and \$2,000,000 aggregate
5. Excess Liability for
Items 2. and 4. above
(Umbrella) - \$8,000,000 each occurrence and \$8,000,000 aggregate

11. 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.

12. 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.

13. Assignability

ENGINEER shall not assign, delegate, or transfer any interest in this Contract nor the performance of any ENGINEER'S obligations hereunder, without the prior written consent of the CITY.

14. Miscellaneous

As used in this Contract, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

15. Notices

Any notices to be sent pursuant to this Contract shall be directed to CITY at 209 Pearl Street, Council Bluffs, Iowa 51503, and to ENGINEER at 3000 Westown Parkway, West Des Moines, Iowa 50266, or at such other address as each party shall give the other in writing from time to time, and notices shall be deemed received at the time of personal delivery or three (3) working days after being placed in the United States Mail, postage prepaid, certified mail, return receipt requested.

16. Termination

This Agreement may be terminated as follows:

A. For Cause. Either party may terminate this Contract for cause as follows:

- 1 The party electing to terminate shall give the other party written notice of termination at least seven (7) days prior to the termination date, setting forth very specifically the grounds for termination, the specific provisions of the Contract that has been violated, and a full statement of the facts surrounding the violation(s).
- 2 If the terminated party so elects, the parties shall meet promptly and make good faith efforts to resolve the violation(s) in a mutually agreeable way.
- 3 If any such violation cannot be resolved by the parties at such meeting, or at any mutually agreed extension(s) of such meeting, the termination shall proceed.
- 4 If the violation(s) have not been resolved, the terminating party may proceed with termination, and with retaining other person(s) or entities to provide engineering services, if the terminating party is the City.

B. Without Cause. Either party may terminate the Contract at any time without cause upon at least sixty (60) days prior written notice to the other party.

17. Equal Opportunity

ENGINEER shall insure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, sex, age, religion, ancestry, citizenship, national origin, handicap, mental condition, veteran or marital status, and in addition, ENGINEER must comply with the Americans with Disabilities Act.

IN WITNESS WHEREOF, the parties have executed this Contract at Council Bluffs, Iowa, the day and year first above written.

CITY OF COUNCIL BLUFFS, IOWA

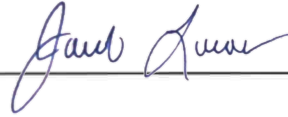
VEENSTRA & KIMM, INC.

By: _____
Mayor

By:  _____
Forrest Aldrich, President

Attest:

Print Name and Title

Attest:
 _____
Jacob Lucas, P.E., Project Manager
Print Name and Title

APPENDIX "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.

Council Communication

Department: Community
Development

Case/Project No.:

Submitted by: Courtney Harter,
Director, Community Development
Department

Resolution 24-300
ITEM 6.G.

Council Action: 10/21/2024

Description

Resolution authorizing the use of American Rescue Plan Act (ARPA) funds for the East Manawa Grading Project.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	10/11/2024
Resolution 24-300	Resolution	10/16/2024

Council Communication

Department: Community Development	Ordinance No.: N/A Resolution No.: 24-	City Council: 10-21-2024
Subject/Title		
Resolution authorizing the use of American Rescue Plan Act (ARPA) funds for the East Manawa Grading Project		
Background/Discussion		
<u>Background</u> In 2022, the City purchased 93.17 acres located on E. Manawa Drive using ARPA funds of \$4,190,000. Conceptual plans show a range from 600 to 900 housing units on the property depending on design and developer selection. The City will be selecting a developer for the site in the near future. The City is applying for an IEDA grant for up to \$8 million. These funds would be used on the south corridor of the property to help with construction of up to 40 single family housing units. In order to proceed with the application, the City must select a developer/builder to assist in the construction of the single-family housing units. On October 7, 2024, City Council award Peterson Contractors, Inc the East Manawa Grading Project in the amount of \$5,623,394.68.		
<u>Discussion</u> The City wishes to allocate \$3,000,000 in American Rescue Plan Act (ARPA) funds to support the cost of this project. The remaining balance will be paid through the Housing Development Program and bond dollars.		
Staff Recommendation		
Staff recommends approval of American Rescue Plan Act (ARPA) funds to support the East Manawa Grading Project		
Attachment		
Resolution		

Submitted by: Courtney Harter, Community Development Director

Council Communication

Department: Community
Development

Case/Project No.:
Submitted by: Dessie Redmond,
Housing & Economic Development
Planner

Resolution 24-301
ITEM 6.H.

Council Action: 10/21/2024

Description

Resolution authorizing the City to submit an U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	10/11/2024
Attachment A: Site map	Map	10/11/2024
Attachment C: Draft US EPA Brownfields Cleanup Grant Application	Other	10/11/2024
Resolution 24-301	Resolution	10/16/2024

Council Communication

Department: Community Development Case/Project No.: N/A	Ordinance No.: N/A Resolution No.: 24-	City Council: October 21, 2024
Subject/Title U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant Application		
Location Single site cleanup for the former Shooting Range site located at the northeast corner of the South Expressway and Veterans Memorial		
<p align="center">Background/Discussion</p> <p><u>Background</u> The property located at the northeast corner of the South Expressway and Veterans Memorial Highway is currently a vacant property and was formerly a shooting range. The site is known to be contaminated with lead bullets in the soil. The current owner along with an environmental firm has been trying to clean the contaminated soil for the past year but has been unsuccessful.</p> <p>Community Development staff was contacted by the owner’s consultant to inquire about an EPA Brownfields Cleanup Grant. Staff along with environmental consultants have been working together along with the IDNR and EPA to determine if the site would be a good candidate to apply for a Brownfields Cleanup Grant. After reviewing past cleanup attempts, completing a Phase I and discussions with the EPA, it was determined that the site would be a good candidate to apply for a Brownfields Cleanup Grant. A brownfield site is real property, that the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, contaminant (lead bullets), controlled substance, petroleum, or petroleum product, or is mine-scarred land.</p> <p>On October 7, 2024 City Council approved the acquisition of the property as it is required that the City own the property at the time of application submittal.</p> <p><u>Discussion</u> The EPA has established the 2025 Brownfields Cleanup Grant Program and announced funding availability. This Program provides local communities with up to \$4 million to carry out cleanup activities at brownfields sites with no cost share requirement.</p> <p>With a long history of operating as a shooting range where the use of lead bullets were used on the site, there is known contamination and presents a health hazard to Council Bluffs residents. These funds will be utilized for the cleanup of the contamination, which will be required for revitalization and redevelopment of the site.</p> <p>The City is eligible with a proven track record of successfully implementing funding under the Brownfields Cleanup Grant Program. Since 2005, the City has received four EPA Brownfield Assessment Grants for a total of \$1.3 million; three Cleanup Grants for a total of \$900,000; and an Area-Wide Planning Grant for \$200,000.</p>		

Council Communication

An informational public hearing on the Grant will be held to inform adjacent property owners and other interested parties about the EPA Brownfields Program Grant Application and the activities contemplated by the grant if awarded.

Staff Recommendation

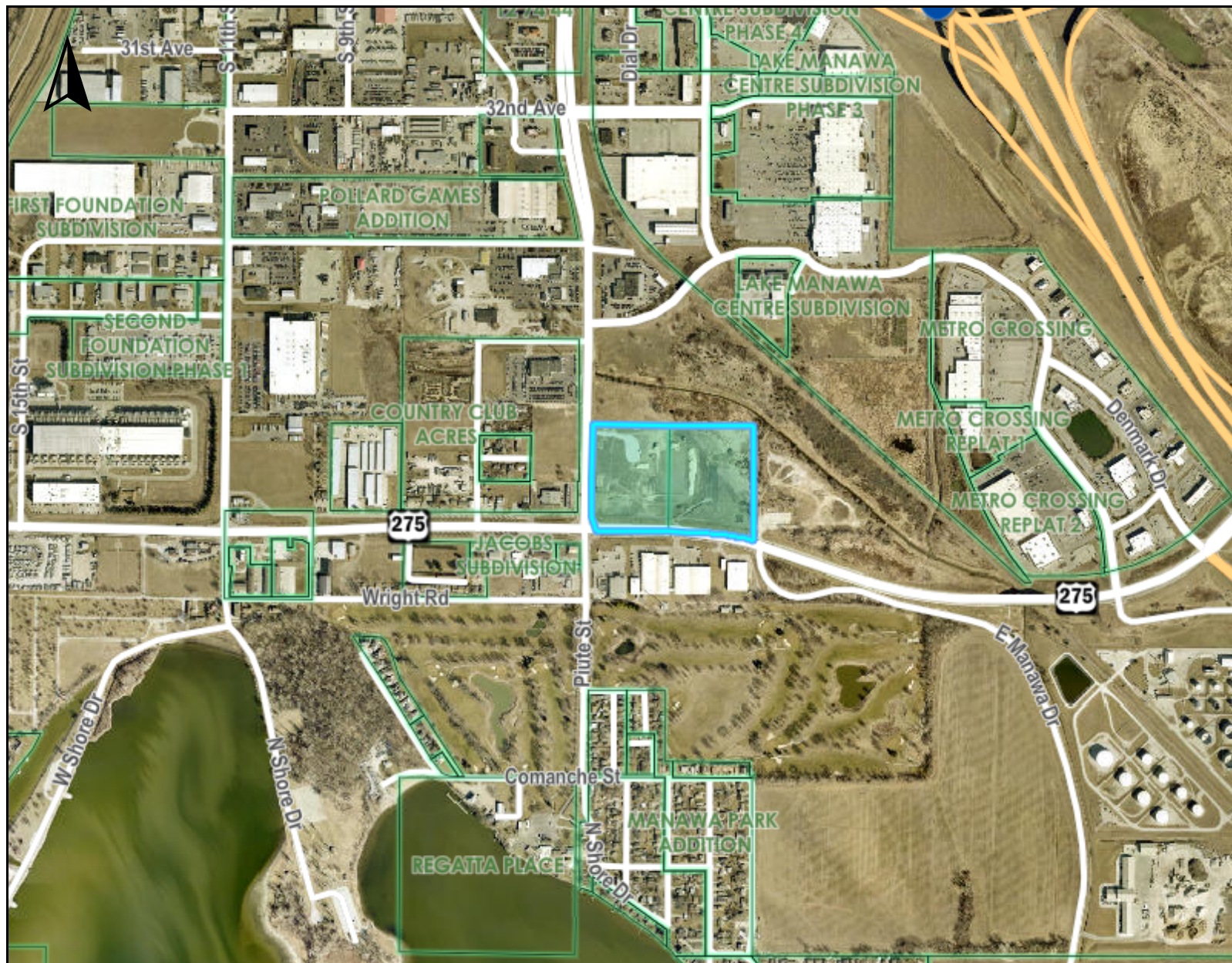
The Community Development Department recommends City Council adopt a resolution authorizing the Mayor to submit an US EPA Brownfields Cleanup Grant application.

Attachments

- A. Site map
- B. Resolution
- C. Draft US EPA Brownfields Cleanup Grant Application

POTTAWATTAMIE
COUNTY • IOWA

NEC of S. Expressway & Vets Memorial Hwy



Legend

2024

- Red: Band_1
- Green: Band_2
- Blue: Band_3

World Imagery (Map Service)
World Imagery

High Resolution 60cm
Imagery

High Resolution 30cm

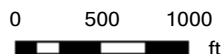
227 S 6th St.
Suite #169
Council Bluffs, IA 51501
(712) 328-4885
gis@pottcounty-ia.gov
<https://gis.pottcounty-ia.gov>

9/30/2024



**Pottawattamie
County**
Geographic
Information Systems

SCALE: 17629



Users of Pottawattamie County (The County) GIS data agree that he/she will at all times indemnify and hold The County and its officers, employees, and agents harmless from any damages, claims, lawsuits, costs, or liability arising from any act, omission, or commission with respect to the release and use of information in this Agreement and any of the terms thereof. The County makes no claim as to the accuracy of the spatial data and its associated data tables and assumes no responsibility for their positional or content accuracy. The County makes no claim as to the ability of the spatial data to fulfill the Contracting Organization's application requirements. In providing data (or access to data), The County assumes no obligation to assist in the use of the data, or in the development, use, or maintenance of any applications applied to the data. In no event shall The County be liable for any direct, indirect, incidental, consequential or special damages that may result from the use of the GIS data.



COMMUNITY DEVELOPMENT
(712) 328-4629

**City of Council Bluffs, Iowa Brownfields Cleanup Grant Application
Narrative Information Sheet:**

1. Applicant Identification: City of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503

2. Website URL www.councilbluffs-ia.gov

3. Funding Request:
 - a. Assessment Grant Type: Single Site Cleanup
 - b. Federal Funds Requested: \$3,848,500

4. Location:
 - a. City: Council Bluffs
 - b. County: Pottawattamie County
 - c. State: Iowa

5. Property Information: Former Council Bluffs Shooting Range
Parcel #744412451004
Council Bluffs, IA 51501

6. Contacts:
 - a. Project Director: Courtney Harter
209 Pearl Street
Council Bluffs, IA 51503
Phone: (712) 890-5354
Email: CHarter@councilbluffs-ia.gov

 - b. Chief Executive/
Highest Ranking Elected Official: Matthew J. Walsh, Mayor
209 Pearl Street
Council Bluffs, IA 51503
Phone: (712) 890-5264
mayor@councilbluffs-ia.gov

7. Population: 62,670 (ACS 2022 5-year)



COMMUNITY DEVELOPMENT
(712) 328-4629

8. Other Factors Checklist:

Other Factors	Page#
Community Population is 10,000 or less	No
The applicant is, or will assist, a federally recognized Indian tribe or United States Territory.	No
The priority brownfield site(s) is impacted by mine-scarred land.	No
The priority site(s) is adjacent to a body of water (i.e. the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	Yes
The priority site(s) is in a federally designated floodplain (levee protected)	Yes
The reuse of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or will incorporate energy efficiency measures.	Yes

9. Releasing Copies of Applications:

Not applicable (n/a) as the application does not have confidential, privilege, or sensitive information.

Narrative

1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

a. Target Area and Brownfields

i. Overview of Brownfield Challenges and Description of Target Area: The city of Council Bluffs, Iowa is a dynamic diverse community of 62,799 people (U.S. Census 2020) strategically located on the Missouri River across from downtown Omaha, Nebraska, in Pottawattamie County, Iowa. Council Bluffs has had significant links to agricultural, food production, and heavy manufacturing since its incorporation in 1853. In 1867 railroads came and fostered much of the City's industrial development. Council Bluffs is the official "Mile 0" marking the official starting point of the transcontinental railroad. By the 1930s, Council Bluffs had become the country's fifth largest rail center. The wide availability of access attracted railroad-dependent uses such as foundries, bulk warehousing, general manufacturers, grain elevators, rail yards, coal yards, lumber yards, and food processing plants. At the turn of the 20th century Council Bluffs was a leading industrial city in Iowa. However, by the mid-20th century the restructuring of the railroads and heavy industry caused large job loss which led to local business and industry experiencing a significant rate of decline leaving well over 100 abandoned and underutilized brownfield properties scattered through the City and especially within the South Expressway, the target area for this grant application. The South Expressway Corridor is protected by a levee to reduce the risk of flooding from the Missouri River. Without the levee, approximately 64% of the incorporated city limits would be at risk of extreme flooding.

The South Expressway Corridor is the target area for the city's brownfields program and a high priority for revitalization. Extensive community engagement during the city's comprehensive plan update, Bluffs Tomorrow 2030, identified the South Expressway Corridor as an area of great importance and in need of revitalization. The former Council Bluffs Shooting Range was identified and assessed with funds from the city's U.S. EPA Community Wide Brownfields Assessment Grant. The site is located in census tract 313, which is designated as both disadvantaged and an environmental justice community based on EJScreen and the socioeconomic threshold set in the CEJST tool. The former Council Bluffs Shooting Range (the "Site") for which the U.S. EPA Cleanup funding is being requested lies at a prime location for redevelopment.

ii. Description of the Proposed Brownfield Site: Located at the northeast corner of Veterans Memorial Highway and South Expressway Street is a vacant grass covered parcel that served as the former Council Bluffs Shooting Range (Parcel #744412451004). Historically, the 20.79 acres property was used as a trap shooting range from 1950 to 1990 with various commercial occupants along the west border. Prior to 1950 the site was undeveloped agricultural land used primarily for row crops. From 1990 to 2008 buildings along the west border of the property were occupied by an auto parts store and other commercial businesses. Since 2008 the site has been predominantly vacant. The site is impacted with lead and antimony above the Iowa Statewide Standard for soils of 400 milligrams per kilogram (mg/kg) and of 31 mg/kg, respectively.

b. Revitalization of the Target Area

i. Reuse Strategy and Alignment with Revitalization Plans: With the site's idea location at the northeast corner of Veterans Memorial Highway and South Expressway Street makes it an ideal location for mixed-use development. The proposed mixed-use development will provide upper

story (100+ units) with commercial floor development that includes retail space, restaurants, walking path, and greenspace. According to the Housing Affordability in the Omaha and Council Bluffs Area, An Assessment of Housing Affordability, Needs, and Priorities, too many households do not have access to safe, stable housing. One in four households in the area experience a housing cost burden, with most multifamily housing out of reach for low-income households. The proposed mixed-use development will provide much needed affordable housing stock, with access to alternative transportation (transit and trails). Veterans Memorial Highway has existing bicycle/pedestrian trail and transit stop while the South Expressway Street has a bicycle/pedestrian trail in development. In addition, the cleanup of the former Council Bluffs Shooting Range will help meet the Bluffs Tomorrow 2030 plan objective of “Minimize the encroachment of and impacts from commercial areas, industrial uses, and rail corridors on adjacent neighborhoods through land use planning, screening and buffering.” Site cleanup will reduce lead exposure to nearby residential, including Tomes Mobil Home Park.

ii. Outcomes and Benefits of Reuse Strategy: The soil remediation of the former Council Bluffs Shooting Range will pave the way for the proposed \$35 million mixed-used development. This project will allow for the addition of over 100 new affordable housing units within the city. According to the study: Housing Affordability in the Omaha and Council Bluffs Area, An Assessment of Housing Affordability, Needs, and Priorities: “Affordable housing developments create jobs and tax revenue. For example, every 100 units of affordable housing generates **\$7.9 million** in local income, **\$830,000** in tax revenue, and **122 jobs** in the first year, and ongoing economic benefits in every year following.” This new mixed-use development will result in high-quality, healthy living environment for residents, close to employment and recreation centers. Energy-efficient and sustainable building practices will allow for lower utility costs for residents and reduction in air pollution. Access to the existing trail and transit networks minimizes transportation barriers elevating quality of life for this persistent poverty area with a 38 percent transportation insecurity¹.

*Located in a special flood hazard area

c. Strategy for Leveraging Resources

i. Resources Needed for Site Characterization/ii. Resources Needed for Site Remediation/iii.

Resources Needed for Site Reuse

Name of Resource	Resource Type *Assessment *Remediation *Reuse	Secured or Unsecured	Additional Details
U.S. EPA Brownfields Assessment Funds	Assessment	Secured	Phase I ESA Phase II ESA Cleanup Planning
U.S. EPA Brownfields Cleanup Funds	Remediation	Unsecured	Soil Remediation
Tax Increment Financing	Reuse	Unsecured	

¹ USDOT Equitable Transportation Community Explorer

Tax Abatement	Reuse	Unsecured	
Workforce Housing Tax Credits	Reuse	Unsecured	Tax benefit to developers providing housing in Iowa communities, focusing on projects using abandoned, empty, or dilapidated properties.

iv. Use of Existing Infrastructure: The Site is situated in an already developed part of Council Bluffs. This provides benefits from existing nearby infrastructure, including sanitary sewer, water, natural gas, electricity, fiber optic cables, and paved streets that will be able to accommodate the proposed development. It is conveniently located at the corner of Veterans Memorial Highway and South Expressway Street. Public transit serves the Site via Veterans Memorial Highway with trail access along Veterans Memorial Highway and a trail in development along South Expressway Street.

While the existing surrounding infrastructure supports the project, integrating the Site into the surrounding area will require the extension of public infrastructure. Redevelopment will include the addition of new sewer, water, natural gas, and electric connections. In addition, new parking lots, sidewalks, trails, and streetscapes will be needed. Both public and private funding will be utilized to complete the necessary infrastructure for the proposed mixed used development.

2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

a. Community Need

i. The Community’s Need for Funding: This grant U.S. EPA Brownfields Cleanup Grant will provide the necessary funding to cleanup the former Council Bluffs Shooting Range to residential standards. Council Bluffs has a household income 25 percent lower than the Omaha Metro and about 15 percent lower than the State of Iowa per capita income² while grappling with older housing, commercial, and industrial building stock. The city is also contending with aging infrastructure and poor aesthetics of commercial and retail areas which further dampens reinvestment. Due to the differences in commercial taxes between Iowa and Nebraska, new development must be heavily subsidized to attract investment. This and substantial soil contamination at the former Council Bluffs Shooting Range contributes to why this site in a prime location has sat underutilize since the 1990s. The site current sits vacant and poses adverse environmental impacts on the surrounding area, reducing property values, and negatively impacting reinvestment, throughout the target area. Redevelopment of this site will be the catalyst for redevelopment of the surrounding area.

ii. Threats to Sensitive Populations (1) Health or Welfare of Sensitive Populations: The target area has been identified by the Climate and Economic Justice Screening Tool as a disadvantage area, experiencing climate change, legacy pollution, and transportation barriers. The area’s demographics include 47 percent low income, 22 percent people of color, 21 percent persons

² ACS 2022 5-Year Estimate

with disabilities, 20 percent children, and 21 percent senior citizen³. One of the greatest threats facing the sensitive population of the target area is the environmental burden. The area is over the 85th state percentile for nitrogen dioxide, diesel particulate matter, traffic proximity, superfund proximity, RMP facility proximity, hazardous waste proximity, underground storage tanks³. Environmental health plays an important part in a person's overall physical and mental health. Occurring to the Office of Disease Prevention and Health Promotion people with low incomes are more likely to live in polluted areas and are at a higher risk of health problems related to pollution. Secondly the area experiences a high flood risk in the 87th state percentil³ and critical gaps in service. The area is in a food desert while also experiences burden to access transportation³. This contaminated site perpetuates the socioeconomic decline with the target area. These negative metrics have a disproportionate impact on the welfare of human and environmental health in this community. The redevelopment of the former Council Bluffs Shooting Range will create affordable housing, greenspace, and commercial space which will direct support investment, foster new well-paying jobs, revitalization, and social equity.

(2) Greater Than Normal Incidence of Disease and Adverse Health Conditions: Exposure to lead can lead to developmental delays, learning difficulties, hearing loss, premature birth, low birth weight, high blood pressure, cardiovascular disease, and cancer. According to the World Health Organization lead is one of 10 chemicals of major public health concern requiring action to protect the health of workers, children, and women of reproductive age. According to the County Health Rankings & Roadmap, Pottawattamie County rank 95th out of Iowa's 99 counties in terms of health outcomes (1 best to 99 worst). The rankings include health factors such as high school graduation rates, obesity, smoking, unemployment, access to healthy foods, the quality of air and water, income inequality, and teen births. Several recent health studies indicate exposure to carcinogens in the Council Bluffs area are higher than other communities in Iowa. A University of Iowa study titled *2023 Cancer in Iowa* reported that Pottawattamie County was a county with the number of new cancer cases and cancer deaths greater than of the state. The National Cancer Institute (NCI) lists Pottawattamie County cancer incidence rates as 485.6, which is higher than the U.S. rate of 444.4 per 100,000. Finally, Cancer InFocus, estimates the cancer incidence rate per 100,000 in Pottawattamie County as 485.371 with an estimated cancer mortality rate of 173.7 per 100,000. Lead remediation on the former Council Bluffs Shooting Range will reduce exposure to lead that are negatively impacting the surround area. In addition, the Iowa Department of Public Health's Annual Lead Testing for Children Under 6 shows that in Council Bluffs that the five-year average for children having an elevated blood lead level is nearly three percent.

(3) Environmental Justice/(a) Identification of Environmental Justice Issues: Unfortunately, the target area has experienced unequal environmental and economic burdens, as mentioned previously the target area has seven environmental burdens over the 85th percentile³. This compounded with nearly half of the population as low income, an unemployment rate of five percent, and high percentage of population with less than a high school education³. The vacant, underutilized, severely contaminated former Council Bluffs Shooting Range site only exacerbates the environmental justice issues experienced by this community. While direct correlation between contamination exposure and adverse health conditions cannot always be proven, EPA EJSCREEN and CEJST data shows a connection between localized environmental

³ EPA EJSCREE

burdens, including lead exposure and the negative health outcomes occurring with the area. In accordance with the Justice40 Initiative to remove blight, environmental hazards, and negative health impacts in disadvantaged communities, all of the proposed cleanup funding will be used within the disadvantaged target area to advance environmental justice.

(b) Advancing Environmental Justice: According to the U.S. EPA, environmental justice is “the fair treatment and meaningful involvement of all people.” This can only be accomplished through the goal of equal protection for all, community involvement of all, and healthy living environments for all. Advancement in the target area’s environmental justice will be achieved through (1) a robust community engagement/involvement process that will actively reach all community members, (2) improve health outcomes by removing a contamination source, (3) providing new affordable housing options with site redevelopment, (4) within the mixed-use redevelopment will provide access to employment centers, (5) provide connections to nearby trail segments and transit routes providing opportunity for those without access to an automobile.

b. Community Engagement

i. Project Involvement/ii. Project Roles

Organization	Mission	Point of Contact	Role
Iowa Department of Natural Resources	To improve the quality of life in Iowa by conserving and enhancing natural resources.	Mel Pins Mel.Pins@DNR.Iowa.Gov	Provide input on cleanup.
Council Bluffs Community Development	Oversees various aspects of urban planning, development, and housing.	Courtney Harter Charter@councilbluffs-ia.gov	Administer CDBG and Home funding and lead public engagement efforts for affordable housing.
Pottawattamie County Public Health Department	To work in partnership to protect all of Pottawattamie County residents’ health.	Matt Wyant Matthew.Wyant@PottCounty.ia.gov	Provide public information regarding health concerns of contaminants.
Neighbor-Works Home Solutions	Simulates revitalization of neighborhoods by creating quality housing choices in the communities we serve.	David Hazlewood Dhazlewood@nwhomesolutions.org	Continue success of creating quality affordable housing and assist with redevelopment.

The 712 Initiative	Is aimed at improving the economic vitality in redevelopment areas through investments in built environment, activating public spaces delivering programs that increase social engagement and healthy lifestyles.	Chris LaFerla Chris@councilbluffsia.com	Will activate community partnerships and strengthen neighborhood participation.
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iii. Incorporating Community Input: The City recognizes the importance of community involvement activities and the role they play in building social strength and stability. This will be especially true for the neighborhood surrounding the Former Council Bluffs Shooting Range, which is why the city has actively been engaging residents throughout the process. Most recently, on October 21, 2024, the city hosted a public meeting to share and solicit feedback on the draft EPA Cleanup Grant application and the draft ABCA. In addition, the city actively engages in community participation and involvement in all phases of the redevelopment within the South Expressway Corridor (target area) area. This was especially true during development of the *Bluffs Tomorrow 2030* Plan. As the cleanup moves forward on the Former Council Bluffs Shooting Range Site information on the project schedule, drafts, and final versions of reports (including cleanup plan and redevelopment plan), options for comment and feedback will be made available on a created Council Bluffs Brownfields website. This website will also inform citizens how the EPA has positively assisted the city with cleaning up and redeveloping this site. The city will host at least two open house events (in person and/or virtual) to keep interested citizens and neighborhood residents apprised about the project progress and to solicit community input. Input from each open house event will be recorded and incorporated where appropriate. Open house events will be published in the local newspaper and posted on the City’s website including the brownfields website, as well as posted in public buildings such as City Hall, the public library and at the site. Social media outlets such as Facebook and Twitter will serve as another forum to keep citizens aware of this important endeavor. The city plans to make available material in other languages as necessary for non-English speaking residents. The combination of these community input actions will provide an opportunity to update and engage residents on the progress of the City’s historically successful (i.e., Phoenix Award Winner for International Harvester Loft Cleanup and Redevelopment) and ongoing brownfields program.

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

a. Proposed Cleanup Plan

The remediation plan was developed through the utilization of the city’s current U.S. EPA Brownfield Assessment grant. A Phase I ESA and cleanup planning activities were completed under the assessment program. Through the previous owner the site was entered into the Iowa Department of Natural Resources Land Recycling Program (Iowa’s voluntary cleanup program). A draft Analysis of Brownfields Cleanup Alternatives (ABCA) was developed by a qualified environmental professional and submitted for public review and comment. The proposed cleanup plan for the former Council Bluffs Shooting Range includes soil excavation and treatment with

off site disposal and backfilling with certified clean fill. This is an effective way to eliminate risk at the site, since exposure pathways will no longer exist.

b. Description of Tasks/Activities and Outputs

Task 1: Cooperative Agreement Oversight					
i. Project Implementation: Manage QEP; prepare Quarterly Reports; Annual Financial Reports; and MBE/WBE Reports; update ACRES database; prepare Grant Closeout Report					
ii. Anticipated Project Schedule: Quarterly reports will be submitted by January 30 th , April 30 th , July 30 th , and October 30 th , with the first report due January 30, 2026. Annual DBE reports will be submitted by October 30 th , with the first report due on October 30, 2026. Grant closeout is expected Q1 FY 2029.					
iii. Task Lead: Project Director and Project Manager					
iv. Outputs: Admin Records: Work plan; Qualified Environmental Professional (QEP) procurement; (16) Quarterly Reports; (4) Annual Financial Reports; (4) MBE/WBE Reports; (1) Grant Closeout Report (number of outputs assumes schedule holds)					
Task 2: Community Engagement/Outreach					
i. Project Implementation: Prepare and implement a site-specific community input plan that will identify community engagement activities that will be utilized to inform the public on the cleanup along with how to provide feed.					
ii. Anticipated Project Schedule: Project Website (Q1); (1) Program Flyers; First Public Meeting (Q2); (1) Neighborhood Meeting (Q2); (1) National Brownfields Conference (FY2027); Second Public Meeting (Q15)					
iii. Task Lead: Project Manager with input from QEP					
iv. Outputs: (2) Public Meetings; (1) Project Website (1) Neighborhood Meeting; (1) Program Flyer; (1) Attend National Brownfields Conference					
Task 3: Cleanup Oversight & Planning					
i. Project Implementation: Prior to site remediation work, QEP will prepare a site-specific quality assurance project plan (QAPP), final ABCA, health and safety plan (HASP), NHPA/Section 106 compliance, cleanup plan and bid specification, and conduct bidding process.					
ii. Anticipated Project Schedule: This task will begin after QEP has been procured and is anticipated to be completed by Q2 FY27.					
iii. Task Lead: Project Manger and QEP					
iv. Outputs: (1) QAPP; (1) ABCA; (1) HASP; (1) NHPA/Section 106 compliance; (1) Cleanup plan and bid specification; (1) Summary of bidders					
Task 4: Site Cleanup (Remediation Contractor Only)					
i. Project Implementation: Implementation of cleanup plan described in Section 3.a					
ii. Anticipated Project Schedule: Q1 FY26 through Q4 FY29					
iii. Task Lead: Project Manager, Remediation Contractor, and QEP					
iv. Outputs: Daily construction logs from monitoring of remediation activities; landfill tickets; post soil removal action cleanup report					

c. Cost Estimates

Budget Categories	Project Tasks (\$)				Total
	Task 1	Task 2	Task 3	Task 4	
Personnel	\$10,000	\$5,000	\$2,500	\$2,500	\$20,000

	Fringe Benefits	\$4,000	\$2,000	\$1,500	\$1,500	\$9,000
	Travel	\$4,500	-	-	-	\$4,500
	Equipment	-	-	-	-	-
	Supplies	-	\$1,500	-	-	\$1,500
	Contractual	\$14,000	\$13,000	\$35,000	\$291,000	\$353,000
	Construction	-	-	-	\$3,460,000	\$3,460,000
	Other	\$500	-	-	-	\$500
	Total Direct	\$33,000	\$21,500	\$39,000	\$3,755,000	\$3,848,500
	Indirect Costs	-	-	-	-	-
	Total Budget	\$33,000	\$21,500	\$39,000	\$3,755,000	\$3,848,500
Budget Explanations						
Personnel	The Project Manager has an hourly rate of \$40.84 and is anticipated to spend 350 hours of time on this project. Whereas, the Project Director has an hourly rate of \$70.91 and is anticipated to spend 80 hours of time on this project for a total of \$20,000 (round up)					
Fringe Benefits	The Project Manager has an hourly fringe benefit rate of \$21.02 and is anticipated to spend 350 hours of time on this project. Whereas, the Project Director has an hourly rate of \$18.92 and is anticipated to spend 80 hours of time on this project for a total of \$20,000 (round up)					
Travel	Airfare: 2 tickets at \$750 = \$1,500 Hotel: 4 nights x 2 rooms at \$300 per night = \$2,400 Meals: Federal per diem rate of \$69 per day x 4 x two persons = \$552 (\$550 round down) Mileage: To and from Airport 75 miles x .67 (federal mileage rate) = \$50.25 (\$50.00 round down)					
Equipment	Not applicable					
Supplies	Cost for public notification such as postcards, flyers, ads, etc.					
Contractual	⁶ Contractual (QEP costs): Reporting/Cooperative Agreement Requirements: \$14,000 (23 hours per year x 4 years x \$155 per hour = \$14,000 (round down)); Community Engagement: \$13,000 (84 hours x 155 per hour (round down)); Cleanup Planning (final ABCA, NEPA/Section 106, project specifications, health and safety plan; and cleanup bidding): \$35,000 (226 hours x \$155 per hour (round down)); Cleanup (on-site oversight and monitoring, soil screening, final inspection, Davis Bacon, and post Removal Action Cleanup Report: \$291,000 (1,317 hours x \$155 = \$204,135 + \$86,865 for lab, per diem, mileage, supplies, equipment) (costs determined by an average hourly rate of \$155 from QEPs in the state).					
Construction	⁷ Construction (Cleanup): The \$3,460,000 estimate was provided by a shooting range lead reclamation contractor, a truck hauler, and local landfill. It is estimated excavating soil, separating shot from soil, chemical treatment, hauling, and disposal of approximately 17,000 cubic yards of soil will take approximately					

	six months, Processing material and separating lead shot (17,000 CY x \$40/CY = \$680,000); excavating soil and blending chemical treatment (17,000 CY x \$23.72/ton = \$403,250 (round up)); loading and hauling soil to landfill (27,200 tons x \$25/ton = \$680,000); landfill disposal (27,200 tons x \$23.50/ton = \$639,200; blending chemical (\$780 tons x \$542/ton including shipping = \$423,000 (round up)); backfill and compaction per cubic yard (17,000 CY x \$23/CY = \$391,000); adding topsoil (2,950 CY x \$55/CY = \$162,250; additional items (dust control; silt fencing; supplies; sanitary facilities = \$81,300 (round down).
Other	Cost for registration to national brownfields conference: 2 x \$250 = \$500

d. Plan to Measure and Evaluate Environmental Progress and Results

Project progress, outputs, and outcomes will be measured and tracked by the city with assistance from the QEP. The city’s Housing and Economic Development Planner will oversee the QEP and contractor, compile information to track financial progress, provide administrative checks and balances, and communicate progress to EPA. To measure progress towards successful cleanup of the site, the city and QEP will produce records, documents, and communications that will track outputs, including public and stakeholder meetings, public notices, fact sheets, permits and regulatory approvals, construction reports, compliance evaluations, quarterly and annual reports to EPA regarding performance, expenditures, MBE/WBE inclusion, ACRES reporting, project profiles, closeout reports, and technical progress of the contractor.

4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

a. Programmatic Capability

i. Organizational Structure/ii. Description of Key Staff: The City has the necessary organizational structure and capacity to successfully administer the grant as demonstrated by the successful implementation of previous brownfield grants. Mr. Brandon Garrett, city of Council Bluffs Community Development Director, Ms. Courtney Harter, city of Council Bluffs Housing and Economic Development Manager, and Ms. Dessie Redmond, city of Council Bluffs Housing & Economic Development Planner will be responsible for management of the grant. This management team is efficient, and their level of expertise, qualifications, and experience will result in timely successful expenditure of funds completing all technical, administrative, and financial grant requirements, as demonstrated previously. Mr. Garret is responsible for the overall administration of the Community Development Department. Ms. Harter is responsible for administering the City’s EPA Brownfields Program and assisting with the management of the Community Development Block Grant (CDBG) and HOME Programs. Ms. Redmond will be the City’s EPA Brownfields Project Manager and is responsible for program implementation and fiscal management including the CDBG and HOME programs. The Council Bluffs’ Community Development Department has extensive experience in efficiently and effectively managing federal and state grants. This includes \$1,400,000 in U.S. EPA Brownfields Grants and approximately \$2,000,000 annually in CDBG and HOME funds and program income. In recent years, the city has secured funding from the State of Iowa: \$3,000,000 for 125 West Broadway Mixed Use Redevelopment, \$2,500,000 for Gunn Elementary School/Linden Place Apartments, and \$3,500,000 from the Iowa DOT on three infrastructure grants for S. 24th Street reconstruction,

River’s Edge Infrastructure, and Gifford Road reconstruction. U.S. Department of Housing and Urban Development has awarded \$2,300,000 to the city for programs to protect children and families from lead-based paint and other home health hazards. Finally, this spring the city was awarded a \$300,000 U.S. EPA Brownfields Community-Wide Assessment Grant.

iii. Acquiring Additional Resources: The City will acquire additional technical expertise and resources through the service of a qualified EPA brownfield experienced QEP, subject to a competitive selection process. The QEP will assist with project management, community engagement, cleanup planning, and site cleanup activities. The city has implemented this resource acquisition process successfully on previous brownfield grants resulting in achievement of all cooperative agreement objectives. The city has a significant history working closely with the executive officer of the Iowa Brownfield Program to provide technical expertise and advise.

b. Past Performance and Accomplishments

i. Currently Has or Previously Received an EPA Brownfields Grant

(1) Accomplishments/(2) Compliance with Grant Requirements: Council Bluffs has demonstrated a unique ability to quickly return properties to a productive reuse. The EPA has awarded the city of Council Bluffs seven Brownfields Grants totaling \$1.4 million over twelve years and was recognized with a prestigious Phoenix Award for their brownfields-related accomplishments. This includes three Assessment Grants in 2005, 2013, and 2020, single site Cleanup Grants in 2009 and 2011, and a Brownfield Area Wide Planning Grant in 2016. The table provides a summary of Council Bluffs’ previous grant accomplishments. The 2020 Assessment Grant began October 1, 2020, and the city is working toward workplan objectives following approval of a grant extension request in the fall of 2024. City officials are committed to continuing to report future accomplishments in ACRES to the EPA even beyond the grant period to support the EPA Brownfields program. For each of the closed EPA brownfields grants the city of Council Bluffs was compliant with the grant workplan, schedule and terms and conditions, had a history of timely reporting for quarterly reports and other grant deliverables, was up to date with all ACRES reporting and expended funds.

Year & Grant Type	Accomplishment
2021 Cleanup Grant	The property awarded cleanup grant funding has been accepted into the Iowa DNR’s Land Recycling Program (LRP) and is currently going through the LRP process. SHPO clearance has been provided for the property.
2020 Community-Wide Assessment	Ten Phase I ESAs, two Phase II ESAs, five supplemental Phase II ESAs, and one target area revitalization plan have been completed to date. Cleanup planning has been completed for two sites.
2013 Community-wide Assessment	The grant was used to conduct 15 Phase I and seven Phase II ESAs within the historically industrial West Broadway Corridor.
2011 Cleanup	Cleanup funding was utilized to cleanup metals, organic contaminants, and other hazardous materials at the former 3.8-acre site of the Katelman Foundry Site along 2 nd and 3 rd Avenues and 11 th Street.

2009 Cleanup	Grant funds were used to cleanup polynuclear aromatic hydrocarbons, metals, and volatile organic compounds at the former International Harvester Building-West at 1001 South Sixth Street.
2008 Hazardous Assessment	Funding was used to perform 10 Phase I and six Phase II ESAs in the South Main Target Area.
2008 Petroleum Assessment	Petroleum grant funds were used to conduct Phase I and Phase II ESAs at sites with petroleum contamination.
2005 Hazardous Assessment	Conducted Phase I and Phase II ESAs for sites contaminated with hazardous substances in the South Main Target Area.
2005 Petroleum Assessment	Conducted Phase I and Phase II ESAs for sites contaminated with petroleum substances in the South Main Target Area.

Council Communication

Department: Community
Development

Case/Project No.:

Submitted by: Courtney Harter,
Director, Community Development
Department

Resolution 24-302
ITEM 6.I.

Council Action: 10/21/2024

Description

Resolution approving and authorizing execution of a Consent to Collateral Assignment of redevelopment agreement from Union at Bluffs Run, LP to Merchants Capital Corp.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	10/11/2024
Attachment 1: Collateral Assignment Agreement	Agreement	10/11/2024
Resolution 24-302	Resolution	10/16/2024

Council Communication

Department: Community Development Case/Project No.: N/A	Ordinance No.: Resolution No.: 24-	City Council: 10-21-2024
Subject/Title		
Resolution approving the Consent to Collateral Assignment of the redevelopment project between Union at Bluffs Run, LP and Merchants Capital Corp.		
Location		
Generally located south of 22 nd Avenue and north of Interstate 29 from 14 th Street to 22 nd Street		
Background/Discussion		
<p><u>Background</u> In February 2024, the City executed a development agreement with Union at Bluffs Run, LP for the construction of a 192-unit multi-family development south of 23rd Avenue. The total project cost is approximately \$35 million. The City approved a 15-year tax increment financing (TIF) rebate for the development in the amount of 100% of the attributable property taxes with a maximum incentive of \$10 million to support the project.</p> <p><u>Discussion</u> Union at Bluffs Run, LP is finalizing its financing on the project and the bank has requested a Consent to Collateral Assignment be approved by the City to utilize the TIF rebate as collateral towards their mortgage loan. This request does not hold the City responsible for default on the mortgage. It does require the City notify the lender if there is a default on the project—such as late or unpaid taxes.</p>		
Staff Recommendation		
The Community Development Department recommends approval of resolution authorizing Consent to Collateral Assignment between Union at Bluffs Run, LP and Merchants Capital Corp.		
Attachments		
<ol style="list-style-type: none"> 1. Collateral Assignment Agreement 2. Resolution 		

Submitted by: Courtney Harter, Director, Community Development Department

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COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT

This COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT (“Assignment”) is made as of _____, 20__, by UNION AT BLUFFS RUN, LP, an Iowa limited partnership (“Borrower”), whose address is 409 Massachusetts Ave., Suite 300 Indianapolis, IN 46204, Attention Kyle D. Bach, in favor of MERCHANTS CAPITAL CORP., an Indiana corporation (“Lender”), whose address is 255 Kellogg Boulevard East, Suite 103, St Paul, MN 55101.

RECITALS:

A. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between Borrower and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Loan Agreement”), Lender has agreed to make a loan to Borrower in the original principal amount of \$_____ (the “Mortgage Loan”), as evidenced by that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to the order of Lender in the amount of the Mortgage Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Note”).

B. In addition to the Loan Agreement, the Mortgage Loan and the Note are also secured by, among other things, a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof, which encumbers the Mortgaged Property (as amended, restated, replaced, supplemented or otherwise modified from time to time, the “Security Instrument”; the Loan Agreement, the Note, the Security Instrument, and all other documents evidencing or securing the Mortgage Loan, the “Loan Documents”).

C. Borrower is the owner of a multifamily residential apartment project located on property in Pottawattamie County of the State of Iowa (the “State”) and described on the attached Exhibit A (the “Mortgaged Property”).

D. Borrower and the City of Council Bluffs, Iowa, a municipality established pursuant to the Code of Iowa of the State of Iowa (the “City”) are parties to that certain Agreement for

Private Development dated as of February 26, 2024 (as may be further amended, modified or supplemented from time to time, the “**Redevelopment Agreement**”). Pursuant to the Redevelopment Agreement, Borrower agreed to complete and operate at least 192 multi-family dwelling units on the Mortgaged Property consistent with the terms of the Redevelopment Agreement, and complete certain other off-site improvements. In exchange, the City agreed to make up to fifteen (15) consecutive annual payments of blight remediation grants to Borrower each consisting of 100% of the tax increments calculated pursuant to Section 403.19, Code of Iowa, and generated by the redevelopment of the Mortgaged Property, the cumulative total for all such payments not to exceed the lesser of \$10,000,000, or the amount accrued under the formula outlined in the Redevelopment Agreement, under the terms and following satisfaction of the conditions set forth in the Redevelopment Agreement (“**Blight Remediation Grants**”).

E. Lender requires and Borrower is willing to collaterally assign all of its interest in the Redevelopment Agreement, including, but not limited to the Blight Remediation Grants under the Redevelopment Agreement to Lender as additional security for the Mortgage Loan.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, including the material financial benefit to be derived by Borrower as a result of Lender’s making of the Mortgage Loan, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Borrower does hereby covenant, agree, warrant, represent, assign, set over and transfer, to the extent assignable and transferable, as set forth herein:

Section 1. Definitions.

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement or the Security Instrument, as applicable. The following term in this Assignment shall have the following meanings:

“UCC” means the applicable Uniform Commercial Code.

Section 2. Assignment of Blight Remediation Grants under the Redevelopment Agreement.

In consideration of Lender’s making of the Mortgage Loan and approval of the Redevelopment Agreement as additional security for the Mortgage Loan, to the extent permitted by applicable law, Borrower hereby (a) pledges and grants Lender a security interest in the Blight Remediation Grants under the Redevelopment Agreement and any accounts created pursuant to the Redevelopment Agreement, and (b) collaterally assigns, transfers and sets over unto Lender all of its current and future right, title and interest to the Blight Remediation Grants under the Redevelopment Agreement.

Section 3. Collateral Assignment of the Redevelopment Agreement. Borrower hereby collaterally assigns to Lender its right, title and interest to and under the Redevelopment

Agreement as security for the full, timely and faithful repayment by Borrower of the Mortgage Loan, and performance by Borrower of its obligations under the Loan Documents. The aforesaid collateral assignment of the Redevelopment Agreement is subject to Lender, after Lender succeeds to Borrower's interest under the Redevelopment Agreement pursuant to foreclosure or deed in lieu of foreclosure, assuming the responsibility in writing for performing the Borrower's obligations under the Redevelopment Agreement.

Section 4. Payments Under the Redevelopment Agreement.

(a) Until an Event of Default has occurred, Borrower shall have a revocable license to exercise all rights, power and authority granted to Borrower under the Redevelopment Agreement, and all payments made by the City under the Redevelopment Agreement shall be paid directly to Borrower in accordance with the terms of the Redevelopment Agreement. Upon the occurrence of an Event of Default, Borrower shall cause the City, upon written demand by Lender to the City which includes directions for mode of payment, to pay directly and exclusively to Lender or its assigns all sums due under the Redevelopment Agreement, subject to the terms thereof. Borrower hereby irrevocably authorizes and directs the City to recognize the claims of Lender without investigating the reason for any action taken or the validity of or the amount of Indebtedness owing to Lender or the existence of any Event of Default. To the extent such sums are paid to Lender, Borrower agrees that the City shall have no further liability to Borrower for the same and Borrower releases the City from any claims related to or arising out of the City's payment of such Blight Remediation Grants to the Lender as described in this Assignment.

(b) Lender may, if an Event of Default shall have occurred, without notice to or demand upon Borrower, notify any and all persons obligated to Borrower under the Redevelopment Agreement that payment thereof is to be made directly to Lender. After the making of such a request or the giving of any such notification, Borrower shall hold any proceeds of the Redevelopment Agreement received by Borrower as trustee for Lender without commingling the same with other funds of Borrower and shall turn the same over to Lender in the identical form received, together with any necessary endorsements or assignments. Lender shall apply the proceeds of the Redevelopment Agreement to the obligations under the Loan Documents. The receipt by Lender or Borrower of any sum paid by the City shall be in discharge and release of that portion of any amount owed by the City.

Section 5. Representations and Warranties.

Borrower represents and warrants to Lender that:

(a) subject to receipt of any consent of the City required under the Redevelopment Agreement, it has the right to exercise and deliver this Assignment under the terms of the Redevelopment Agreement. The execution of this Assignment and performance and observance of its terms hereof have been duly authorized by necessary company action and do not contravene or violate any provision of Borrower's organizational documents;

- (b) Borrower has made no prior assignments of the Redevelopment Agreement;
- (c) the Redevelopment Agreement is in full force and effect, subject to no defenses, setoffs or counterclaims and there exists no event, condition or occurrence that would cause the Redevelopment Agreement to be subject to any defenses, setoffs or counterclaims;
- (d) Borrower has performed all of its obligations under the Redevelopment Agreement and there exists no event, condition or occurrence which constitutes, or which with notice and/or the passage of time would constitute, a breach of or default under any terms or conditions of any of the Redevelopment Agreement; and
- (e) Borrower has not received from the City any notice of the City's intention to prepay all or any portion of the Blight Remediation Grant payments under the Redevelopment Agreement in advance of the regularly scheduled payments thereunder.

Borrower acknowledges and agrees that the City is relying on, and is authorized to rely on, the representations, certifications, covenants, and acknowledgments given by Borrower in this Section 5 in connection with the City's execution of that certain Consent to Collateral Assignment of Redevelopment Agreement dated as of an even date herewith.

Section 6. Covenants.

Borrower hereby covenants and agrees:

- (a) to faithfully observe and perform all of the obligations and agreements of the Redevelopment Agreement, if any;
- (b) not to do any act which would destroy or impair the security afforded to Lender under this Assignment;
- (c) to promptly deliver to Lender a copy of each notice delivered by the City and received by Borrower pursuant to the Redevelopment Agreement, including any notice relating to any default, alleged default, or potential default of Borrower, under and pursuant to the Redevelopment Agreement; and
- (d) not permit or consent to the amendment, modification, cancellation or surrender of the Redevelopment Agreement without the prior written consent of Lender.

Section 7. Limitation of Liability.

Until such time that Lender succeeds to Borrower's interest under the Redevelopment Agreement pursuant to the terms of this Assignment, Lender shall not be deemed to have assumed any of the obligations or liabilities under the Redevelopment Agreement, nor shall Lender be liable to the City by reason of any default by any party under the Redevelopment Agreement. At such time that Lender succeeds to Borrower's interest under the Redevelopment Agreement, Lender's

liability shall be strictly limited to acts and omissions of Lender occurring during the period of ownership and operation of the Mortgaged Property and the improvements located thereon by Lender.

Section 8. Indemnification.

Borrower agrees to indemnify, defend and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur by reason of any claims or demands against it based on its alleged assumption of Borrower's duty and obligation to perform and discharge the terms, covenants and agreements in the Redevelopment Agreement.

Section 9. Further Assurances.

Within ten (10) days after request by Lender, Borrower shall execute, acknowledge, deliver, and, if necessary, file or record, at its cost and expense, all further acts, deeds, conveyances, assignments, financing statements, transfers, documents, agreements, assurances, and such other instruments as Lender may reasonably require from time to time in order to better assure, grant, and convey to Lender the rights intended to be granted, now or in the future, to Lender under this Assignment.

Section 10. Events of Default; Remedies.

Any default by Borrower under the terms and conditions of this Assignment or the Redevelopment Agreement, beyond applicable notice, grace and/or cure periods thereunder, shall be an "Event of Default" under the Loan Documents. Upon the occurrence of an Event of Default under this Assignment or any other Loan Documents:

(a) Lender may elect to exercise any and all of Borrower's rights and remedies under the Redevelopment Agreement, without any interference or objection from Borrower, and Borrower shall cooperate in causing the City to comply with all the terms and conditions of the Redevelopment Agreement;

(b) Lender may exercise Borrower's rights under the provisions of the Redevelopment Agreement and perform all obligations thereunder in the same manner and to the same extent as Borrower is permitted thereunder;

(c) with the consent of the City, Lender may amend the terms of the Redevelopment Agreement in writing, and, at Lender's sole and absolute election, make concessions to the City; and

(d) Lender may exercise any of its rights and remedies under the Loan Documents.

Section 11. Enforcement by Lender.

Subject to the terms and conditions herein, this Assignment may be enforced from time to time by Lender at its discretion, with or without order of any court, as Lender shall determine. Lender shall have no obligation to enforce or continue to enforce this Assignment. Any failure on the part of Lender promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. Lender may pursue and enforce any remedy or remedies accorded it herein independently of, in conjunction or concurrently with, or subsequent to its pursuit and enforcement of any remedy or remedies which it may have under the Loan Documents.

Section 12. Protection of Lender's Security.

Lender may, at its option, disburse or pay such sums and take such actions as Lender reasonably deems necessary to protect its interest in the Redevelopment Agreement. Any amounts so disbursed or paid by Lender shall be added to, and become part of, the principal balance of the Indebtedness, be immediately due and payable and bear interest at the Default Rate from the date of disbursement until fully paid. The provisions of this Section 12 shall not be deemed to obligate or require Lender to incur any expense or take any action. All of the powers herein granted to Lender shall be liberally construed against Borrower.

Section 13. No Waiver of Rights by Lender.

Nothing herein contained shall be construed as constituting a waiver or suspension by Lender of its right to enforce payment of the debts under the terms of the Loan Documents. Lender is not the agent, partner or joint venturer of Borrower or the City.

Section 14. Survival.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

Section 15. Notice.

- (a) All notices under this Assignment shall be:
 - (1) in writing, and shall be
 - (A) delivered, in person,
 - (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested, or
 - (C) sent by overnight express courier;
 - (2) addressed to the intended recipient at its respective address set forth in the preamble to this Assignment; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

(b) Any party to this Assignment may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 15.

(c) Any required notice under this Assignment which does not specify how notices are to be given shall be given in accordance with this Section 15.

Section 16. Security Agreement.

This Assignment constitutes a security agreement under the UCC. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Borrower. If an Event of Default has occurred, Lender shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Assignment and in any Loan Document. Lender may exercise any or all of its remedies with respect to the Redevelopment Agreement, separately or together, and in any order, without in any way affecting the availability or validity of Lender's other remedies.

Section 17. Appointment of Lender as Attorney-In-Fact.

(a) Borrower hereby irrevocably makes, constitutes, and appoints Lender (and any officer of Lender or any Person designated by Lender for that purpose) as Borrower's true and lawful proxy and attorney-in-fact (and agent-in-fact) in Borrower's name, place, and stead, with full power of substitution, solely for the purpose of carrying out the terms of this Assignment, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Assignment and, without limiting the generality of the foregoing, hereby gives said attorney-in-fact the power and right, on behalf of Borrower, without notice to or assent by Borrower, to, upon the occurrence and during the continuance of an Event of Default generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Redevelopment Agreement in such manner as is consistent with the UCC and as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do at Borrower's expense, at any time, or from time to time, all acts and things which Lender deems necessary to protect, preserve or realize upon the Redevelopment Agreement and Lender's security interest therein, in order to effect the intent of this Assignment, all as fully and effectively as Borrower might do, including, without limitation, the execution, delivery and recording, in connection with any sale or other disposition of any

Redevelopment Agreement, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Redevelopment Agreement

(b) Borrower hereby acknowledges that the appointment of such proxy and attorney-in-fact is coupled with an interest and is irrevocable and shall not be affected by the disability or incompetence of Borrower. Borrower specifically acknowledges and agrees that this power of attorney granted to Lender may be assigned by Lender to Lender's successors or assigns as holder of the Note (and the other Loan Documents). The foregoing powers conferred on Lender under this Section 17 shall not impose any duty upon Lender to exercise any such powers and shall not require Lender to incur any expense or take any action. Borrower hereby ratifies and confirms all that such attorney-in-fact may do or cause to be done by virtue of any provision of this Assignment and any other Loan Documents.

Section 18. Conflict.

In the event of any conflict between the terms of this Assignment and the applicable Loan Documents, the terms and conditions of the Loan Documents shall control.

Section 19. Counterparts.

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall constitute one and the same instrument.

Section 20. Governing Law; Venue.

(a) The validity, enforceability, interpretation, and performance of this Assignment shall be governed by State (as defined in the Security Instrument) law without giving effect to any conflict of law or choice of law rules that would result in the application of the laws of another jurisdiction.

(b) In the administration or litigation of a controversy arising under or in relation to this Assignment or the security for the Indebtedness, Borrower consents to the exercise of personal jurisdiction by State (as defined in the Security Instrument) court or federal court in such State. Borrower agrees that the State courts have subject matter jurisdiction over such controversies. If Lender elects to sue in State court, Borrower waives any right to remove to federal court or to contest the State court's jurisdiction. Borrower waives any objection to venue in any State court or federal court in such State, and covenants and agrees not to assert any objection to venue, whether based on inconvenience, domicile, habitual residence, or other ground.

Section 21. Entire Agreement; Amendments and Waivers.

The invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provision of this Assignment, all of which shall remain in full force and effect. This Assignment contains the complete and entire agreement among the

parties as to the matters covered, rights granted and the obligations assumed in this Assignment. This Assignment may not be amended or modified except with the prior written consent of Lender.

Section 22. Construction.

(a) The captions and headings of the sections of this Assignment are for convenience only and shall be disregarded in construing this Assignment.

(b) Any reference in this Assignment to an “Exhibit” or “Schedule” or a “Section” or an “Article” shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit or Schedule attached to this Assignment or to a Section or Article of this Assignment. All Exhibits and Schedules attached to or referred to in this Assignment, if any, are incorporated by reference into this Assignment.

(c) Any reference in this Assignment to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(d) Use of the singular in this Assignment includes the plural and use of the plural includes the singular.

(e) As used in this Assignment, the term “including” means “including, but not limited to” or “including, without limitation,” and is for example only and not a limitation.

(f) Unless otherwise provided in this Assignment, if Lender’s approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Lender’s sole and absolute discretion.

(g) All references in this Assignment to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

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IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

BORROWER:

UNION AT BLUFFS RUN, LP,
an Iowa limited partnership

By: Union at Bluffs Run GP, LLC,
an Indiana limited liability company,
its General Partner

By: _____
Kyle D. Bach, General Manager

STATE OF INDIANA)
) SS:
COUNTY OF _____)

This record was acknowledged before me on _____, 20__ by Kyle D. Bach, who is the General Manager of Union at Bluffs Run GP, LLC, an Indiana limited liability company, which is the General Partner of Union at Bluffs Run, LP, an Iowa limited partnership.

Signature of Notary Public

My commission expires:_____

EXHIBIT A
[DESCRIPTION OF MORTGAGED PROPERTY]

CONSENT TO COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT

MERCHANTS CAPITAL CORP., an Indiana corporation (“**Lender**”) has agreed, subject to the satisfaction of certain terms and conditions, to make a loan in the original principal amount of \$ _____ (the “**Mortgage Loan**”) to UNION AT BLUFFS RUN, LP, an Iowa limited partnership (“**Borrower**”), which loan is or will be secured by a lien on that certain multifamily residential apartment project located at 2430 S 19th St., Council Bluffs, Iowa 51501 (the “**Mortgaged Property**”). Lender is requiring this Consent to Collateral Assignment of Redevelopment Agreement (the “**Consent**”) as a condition to making the Mortgage Loan.

The City of Council Bluffs, Iowa, a municipality established pursuant to the Code of Iowa of the State of Iowa (the “**City**”), hereby consents to the collateral assignment by Borrower of that certain Agreement for Private Development (the “**Redevelopment Agreement**”) between the City and Borrower, pursuant to the terms of that certain Collateral Assignment of Redevelopment Agreement from Borrower to Lender, dated as of _____, 20__ (the “**Assignment**”). The City provides such consent with the understanding that under the terms of the Assignment Borrower is assigning the Blight Remediation Grant payments under the Redevelopment Agreement to Lender as collateral for the Mortgage Loan as provided in the Assignment, and the City will redirect the Blight Remediation Grant payments, if any are due under the terms of the Redevelopment Agreement, directly to Lender in accordance with the Assignment after written demand has been delivered to the City in the manner set forth in the Assignment. Until such time that Lender succeeds to Borrower’s interest under the Redevelopment Agreement pursuant to the terms of the Assignment, the City agrees that Lender shall not be deemed to have assumed any of the obligations or liabilities under the Redevelopment Agreement, nor shall Lender be liable to the City by reason of any default by any party under the Redevelopment Agreement. At such time that Lender succeeds to Borrower’s interest under the Redevelopment Agreement pursuant to the terms of the Assignment, Lender’s liability shall be strictly limited to acts and omissions of Lender occurring during the period of ownership and operation of the Mortgaged Property and the improvements located thereon by Lender.

Any capitalized terms that are not defined in this Consent shall have the meaning ascribed thereto in the Assignment.

(1) The City Representations and Warranties.

The City hereby represents and warrants to Lender that as of the date of this Consent:

(a) it has the right to exercise and deliver this Consent under the terms of the Redevelopment Agreement. The execution of this Consent and performance and observance of its terms have been duly authorized by necessary City Council action;

(b) to the knowledge of the City, Borrower has made no prior assignments of the Redevelopment Agreement;

(c) the Redevelopment Agreement is in full force and effect, subject to no defenses, setoffs or counterclaims; and there exists no event, condition or occurrence that would cause the Redevelopment Agreement to be subject to any defenses, setoffs or counterclaims;

(d) the City has performed all of its obligations under the Redevelopment Agreement and there exists no event, condition or occurrence which constitutes, or which with notice and/or the passage of time would constitute, a breach of or default under any terms or conditions of the Redevelopment Agreement; and

(e) the City has not delivered any notice to Borrower of the City's intention to prepay all or any portion of the payments under the Redevelopment Agreement in advance of the regularly scheduled payments thereunder.

(2) The City Covenants Regarding Collateral Assignment of Redevelopment Agreement.

The City hereby covenants and agrees:

(a) to simultaneously deliver to Lender a copy of each notice delivered by the City to Borrower pursuant to the Redevelopment Agreement, including any notice relating to any default, alleged default, or potential default of Borrower, under and pursuant to the Redevelopment Agreement;

(b) not permit or consent to the amendment or modification of the Redevelopment Agreement without the prior written consent of Lender;

(c) to not exercise any remedies under Section 10.2 of the Redevelopment Agreement until the expiration of a 90-day period (the "**Stand Still Period**") following Lender's receipt from the City of notice of a default under the Redevelopment Agreement; provided, however, the Stand Still Period shall be automatically extended for such period of time as Lender is diligently pursuing remedies for an Event of Default under Lender's loan documents secured by the Mortgaged Property. During the Stand Still Period, however, the City shall be entitled to pursue specific performance and/or injunctive relief against Borrower for those rights and remedies under the Redevelopment Agreement relating to income, rent, or affordability restrictions. Lender shall have the right, but not the obligation, to cure a default under the Redevelopment Agreement during the Stand Still Period; and

(d) Following the occurrence of i) a Condemnation Action, or ii) a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(i) The City hereby agrees that its rights under the Redevelopment Agreement to participate in any proceeding or action relating to a Condemnation Action or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a

Condemnation Action or a Casualty shall be and remain subject and subordinate in all respects to Lender’s rights under the Loan Documents with respect thereto, and the City shall be bound by any settlement or adjustment of a claim resulting from a Condemnation Action or a Casualty made by Lender; provided, however, this subsection or anything contained in this Consent shall not limit the rights of the City to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Condemnation Action or Casualty; and

(ii) all proceeds received or to be received on account of a Condemnation Action or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Loan) in the manner determined by Lender in its sole discretion; provided, however, that if Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Loan shall be paid to, and may be applied by, the City in accordance with the applicable provisions of the Redevelopment Agreement, provided however, Lender agrees to consult with the City in determining the application of Casualty proceeds, provided further, however, that in the event of any disagreement between Lender and the City over the application of Casualty proceeds, the decision of Lender, in its sole discretion, shall prevail. In the event that Lender elects to apply such proceeds in satisfaction in full of the principal of, interest on and other amounts payable under the Loan; the City will terminate and be no longer obligated to pay to Borrower or Lender, any remaining Blight Remediation Grant payments due under the Redevelopment Agreement.

For purposes of this section 2(f), “**Condemnation Action**” means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

The City acknowledges and agrees that (i) the City is executing this Consent to induce Lender to make (A) the Mortgage Loan and (B) approve of the Redevelopment Agreement as additional security for the Mortgage Loan, and (ii) Lender will rely on the representations and agreements made by the City herein in connection with Lender’s agreement to make the Mortgage Loan and the City agrees that Lender may so rely on such representations and agreements.

[SIGNATURES CONTINUE ON NEXT PAGE]

TIF Project Name: Union at Bluffs Run

Executed _____, 20__.

CITY:

CITY OF COUNCIL BLUFFS, IOWA,
a municipality established pursuant to the Code of
Iowa of the State of Iowa

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name:

Title: City Clerk

Resolution 24-302

ITEM TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

October 21, 2024

7:00 P.M.

23rd Avenue Urban Renewal Plan

- Resolution approving and authorizing execution of a Consent to Collateral Assignment of Redevelopment Agreement from Union at Bluffs Run, LP to Merchants Capital Corp.

IMPORTANT INFORMATION

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

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

October 21, 2024

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

Absent: _____

* * * * *

Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A CONSENT TO COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT FROM UNION AT BLUFFS RUN, LP TO MERCHANTS CAPITAL CORP.", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2024, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 24-302

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A CONSENT TO COLLATERAL ASSIGNMENT OF REDEVELOPMENT AGREEMENT FROM UNION AT BLUFFS RUN, LP TO MERCHANTS CAPITAL CORP.

WHEREAS, on the 26th day of February, 2024, the City of Council Bluffs, Iowa (the "City") and Union at Bluffs Run, LP (the "Borrower") entered into an Agreement for Private Development ("Redevelopment Agreement") pursuant to which the Borrower agreed to construct certain Minimum Improvements (as defined in the Redevelopment Agreement) on certain property located in the 23rd Avenue Urban Renewal Area (the "Mortgaged Property") and the City agreed to provide certain incentives to the Borrower ("Blight Remediation Grants") in exchange for Borrower's obligations under the Redevelopment Agreement; and

WHEREAS, the City has received a request from the Borrower to approve a consent to collateral assignment of Borrower's rights to receive Blight Remediation Grants under the terms and conditions of the Redevelopment Agreement to Merchants Capital Corp. ("Lender") subject to the terms of a Collateral Assignment of Redevelopment Agreement between Borrower and Lender ("Assignment"); and

WHEREAS, the City is willing to provide such consent to the Assignment, under the terms and conditions set forth in a proposed Consent to Collateral Assignment of Redevelopment Agreement (the "Consent").

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

Section 1. That the form and content of the Consent, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Consent for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Consent, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Consent as executed.

PASSED AND APPROVED this 21st day of October, 2024.

Mayor

ATTEST:

City Clerk

Council Communication

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

Liquor Licenses
ITEM 7.A.

Council Action: 10/21/2024

Description

1. 712, 1851 Madison Avenue
2. La Caretta Rosa, 620 South Main Street (NEW)

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Liquor Licenses	Other	10/14/2024

CBPD ALCOHOL PERMIT RENEWAL REVIEW

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

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

COMMENTS

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

SIGNATURE _____

La Caretta Rosa

Premise Street : 620 South Main Street

Application Number : App-209520

Class C Retail Alcohol License

> Application Type
New

Tentative Effective Date
2024-11-01

Tentative Expiration Date
2025-10-31

Application Status ?
Submitted to Local Authority

STILL NEED

- Deed/Lease
- Sketch
- Notary page
- Background Info Sheet
- State criminal history record check

<input type="checkbox"/> RENEWAL	<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <u>RS</u>	Local Amt <u>\$812.50</u>	
FIRE <u>✓</u>	Endorsed _____	
BUILDING <u>RS</u>	Issued <u>11-1-2024</u>	
ZONING <u>✓</u>	Expires <u>10-31-2025</u>	
	Council _____	

Council Communication

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

Special Event Application
ITEM 7.B.

Council Action: 10/21/2024

Description

Veterans Day Parade

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Special Event Application	Other	10/15/2024

SPECIAL EVENT PERMIT APPLICATION

(Must be turned in at least 2 weeks prior to event)

Effective July 1, 2024: there will be a permit fee for all special event applications.
\$25 – Neighborhood block parties, smaller events with a smaller amount of attendees.
\$50 – Events with main road closures, events with a larger amount of attendees.

A Special Event Permit is required from the City of Council Bluffs for any special activity that requires exclusive use of city streets and sidewalks, requires special assistance of a city department, or is likely to have a large impact on traffic.

Please Note: If you are having a small event in a City park (small wedding, family picnic, etc.) you may need to fill out the Parks & Rec. Special Event Form.

Please check any boxes that apply:

I. General Information.

- Organization/Person Requesting: COUNCIL BLUFFS VETERANS DAY PARADE FOUNDATION
- Name of Event: COUNCIL BLUFFS VETERANS DAY PARADE
- Contact Name: BRADLEY POWELL
- Mailing Address for Contact: 1802 AVE E COUNCIL BLUFFS, IA 51501
- Contact Phone Number: 402-319-3999
- Email: BRAD.HAWK91@GMAIL.COM
- Address of Event: MAIN & PEARL STREETS FOR PARADE
- Estimate of Number of Participants: _____
 - 1-50 251-500
 - 51-100 501-1,000
 - 100-250 > 1,000
- Attach map of event location, set-up, and/or route

II. Type of Event:

- | | |
|---|--|
| <input type="checkbox"/> Circus* | <input type="checkbox"/> Walk, Run, Bicycle Event |
| <input type="checkbox"/> Carnival* | <input type="checkbox"/> Concert |
| <input type="checkbox"/> Fireworks* | <input type="checkbox"/> Neighborhood/Block or Private Party |
| <input checked="" type="checkbox"/> Parade* | <input type="checkbox"/> Other: _____ |

***The above events require City Council approval, which could take 2-4 weeks to obtain.**

III. Date of Event

- Date Set Up: 11/9/2024 Date Taken Down: 11/9/2024
- Date Held: 11/9/2024 Times Held: 0800 - 1200

IV. Brief description of event: PARADE UP PEARL AND DOWN MAIN ST.

V. Additional permits required when event includes

- Sale of Alcoholic Beverages
 - Requires temporary liquor license from the Iowa Alcoholic Beverage Division. Apply on-line at www.iowaabd.com. ABD can be reached at 1-866-469-2223.
 - The application for a temporary liquor license must be reported to the City Clerk's office and approved by multiple City Departments before final approval of the City Council. (this process could take 2-4 weeks)
- Sale of Food Products
 - Requires permit from Iowa Department of Inspections & Appeals (515-281-6538).
- Fireworks
 - Requires permit from City Fire Department (712-328-4646).
- Noise
 - If event includes music, a live band, or noise of any kind a request for a noise variance must be made. See form attached.

VI. Traffic Control

Request Police Assistance for parade line up streets and parade route

Cost for City worker's overtime may be required. Administrative fees for police services and cruisers are provided at additional costs.

Street closures (**Must include a Map**)

If using the 712 Initiative Block Party Trailer, please complete section VIII.

- Street closures must be in compliance with the Manual for Uniform Traffic Control Devices. Traffic control barricades and signage must be furnished and placed by qualified companies or by the city. The city charges fees for this service.
- Street closures require abutting property owners' concurrence. Petition/permission form attached. Requires signature of any property affected by the closure.
- Event Organizers are responsible for notifying businesses that affected by street closure. Notice to businesses must be given at least 4 weeks in advance of the event.

VII. Please check any of the following boxes that apply to this event.

- animals
- open fires (other than barbeques)
- portables (porta-potties) – recommendations based on duration/people attending
- using a park, sidewalk or street surrounding a park
- using any portion of a public trail
- using any public area
- there will alcoholic beverages be sold
- there will alcoholic beverages be served
- there will there be a fee/charge to take part in this event

If you checked any of the boxes above, please give a brief description below:

MIGHT BE HORSES AND DOGS IN PARADE,

VIII. Street Closure while utilizing the 712 Initiative Block Party Trailer:

The following items must be completed and submitted with this application to the City Clerk's Office, 209 Pearl Street, Suite 102, Council Bluffs..

- Diagram of Street Closure attached
- Completed Street Closure Permission form, with signatures from all properties affected by the closure.

The 712 Initiative will provide the City Clerk's Office with your reservation information once they have approved the use of the trailer.

If not using the 712 Initiative Block Party Trailer, you must obtain insurance, as outlined below.

Insurance Requirements: For all events, an *Insurance Certificate* is required in the amount of \$1,000,000.00, for Liability coverage, listing the City of Council Bluffs as an Additional Insured and as a Certificate Holder.

PLEASE NOTE: The request form must be returned to the City Clerk's Office, 209 Pearl Street, at least 2 weeks prior to the event or the event will be denied. If you have any questions please contact us at 712-890-5261