

Review Agenda

Strategy Session

Executive Session



**City Council Meeting Minutes
December 16, 2019**

CALL TO ORDER

Mayor Walsh called the meeting to Order at 7:00 p.m. on Monday December 16, 2019.

Council Members Present: Melissa Head, Roger Sandau, Nate Watson, Sharon White and Mike Wolf.

Staff Present: Richard Wade and Jodi Quakenbush

CONSENT AGENDA

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

Reading, correction and approval of the November 18, 2019 City Council Meeting Minutes.

Resolution 19-271

Resolution setting a public hearing for January 13, 2020 at 7:00 p.m. for the 6th Avenue Pump Station Trash Rack Rehab. Project #PW20-14

Resolution 19-272

Resolution setting a public hearing for January 13, 2020 at 7:00 p.m. for the Gifford Road Reconstruction, Phase III. Project #PW20-24

Resolution 19-273

Resolution accepting the work of Bluffs Electric, Inc. as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the North Broadway and Hunter Avenue HAWK Signal. Project #PW19-13

Resolution 19-274

Resolution setting a public hearing for January 13, 2020 at 7:00 p.m. for the FY21-FY25 Capital Improvement Program (CIP)

Resolution 19-275

Resolution of intent to dispose of and setting a Public Hearing for January 13, 2020 at 7:00 p.m. for City property generally described as being a portion of Lots 14-15 and 21-23, Block 26, Bayliss 3rd Addition, and a portion of the vacated alleys adjacent. Location: South of 2814 S. 8th Street and 815 28th Avenue. OTB-19-020

October FY20 Financial Reports

Annual Financial Report

Council Bluffs Water Works 2020 Budget (R&F)

Mayor's Appointments

Board of Appeals, Citizen/Police Advisory Board, Community Development Advisory Committee and Planning Commission

Claims

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

IOWA'S STATEWIDE SMALL BUSINESS OF THE MONTH

- A. Award Presentation by Sue Pitts

PUBLIC HEARINGS

Resolution 19-276

Resolution approving the plans and specifications for the West Broadway Reconstruction, Segment 4. Project #PW20-20

Heard from:

Rich Sherbondy, 2400 W Broadway
Bruce Kelly, 864 McKenzie Avenue
Chad Hannan, 109 Applewood Court

Roger Sandau and Melissa Head moved and seconded approval of Motion to Continue Resolution 19-276. Voice Vote, 2-3 vote.

(Nays: Watson, White, Wolf)

Nate Watson and moved and seconded approval of Motion that continuance is out of order. Died for lack of Second, 0-0 vote.

Sharon White and Nate Watson moved and seconded approval of Resolution 19-276. Voice Vote, 3-2 vote.

(Nays: Head, Sandau)

Resolution 19-277

Resolution to hold a public hearing to grant an overhead and underground easement to Mid America Energy along the East and Southeast boundary of Dodge Riverside Golf Course, and along the north property line of Dodge Riverside Golf Course.

Roger Sandau and Melissa Head moved and seconded approval of Resolution 19-277. Unanimous, 5-0 vote.

Resolution 19-278

Resolution determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 5 to the Playland Park Urban Renewal Plan.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 19-278. Unanimous, 5-0 vote.

Resolution 19-279

Resolution approving and authorizing execution of an amended and restated agreement for private development by and between the City of Council Bluffs and Argent Baxter JV - Council Bluffs, LLC.

Roger Sandau and Mike Wolf moved and seconded approval of Resolution 19-279. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 19-280A & 19-280B

19-280A - Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.

19-280B - Resolution amending Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

Mike Wolf and Melissa Head moved and seconded approval of Resolutions 19-280A & 19-280B. Unanimous, 5-0 vote.

Resolution 19-281

Resolution authorizing the mayor to execute an agreement for the consent to subdivision and petition for voluntary annexation of property identified as 15093 valley view drive.

Roger Sandau and Melissa Head moved and seconded approval of Resolution 19-281, as amended to add the following at the end of second

paragraph; "See "Exhibit B-1" the Preliminary Plan for the Kathryn Rose Subdivision.. Unanimous, 5-0 vote.

Resolution 19-282

Resolution approving updates to City Personnel Policies.

Roger Sandau and Mike Wolf moved and seconded approval of Resolution 19-282. Unanimous, 5-0 vote.

Resolution 19-283

Resolution authorizing the Mayor and City Clerk to execute an agreement with HGM Associates Inc. for engineering services in connection with the West Broadway Reconstruction, Segment 5. Project #PW21-20

Roger Sandau and Mike Wolf moved and seconded approval of Resolution 19-283. Unanimous, 5-0 vote.

Resolution 19-284

Resolution authorizing the Mayor and City Clerk to execute an agreement for RISE Program Funding in connection with the Gifford Road Reconstruction, Phase III project. Project #PW20-24

Melissa Head and Mike Wolf moved and seconded approval of Resolution 19-284. Unanimous, 5-0 vote.

Resolution 19-285

Resolution authorizing the purchase of a 100' Mid-Mount Aerial Apparatus for the Council Bluffs Fire Department

Roger Sandau and Melissa Head moved and seconded approval of Resolution 19-285. Unanimous, 5-0 vote.

Resolution 19-286

Resolution authorizing the use of eminent domain in connection with West Broadway Reconstruction, Segment 4. Project #PW20-20

Mike Wolf and Roger Sandau moved and seconded approval of Resolution 19-286. Unanimous, 5-0 vote.

Resolution 19-287

A Resolution authorizing the City of Council Bluffs legal Department to settle the pending lawsuit with R.I.C. 24 LTD and Realty Income Corporation (Case Number CVCV118176) pursuant to the authority granted at the City Council's Executive Session on November 18, 2019.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 19-287. Unanimous, 5-0 vote.

Resolution 19-288

Resolution to approve and adopt the 2019 Flood Prone Property Buyout Program Policy for the City of Council Bluffs

Roger Sandau and Melissa Head moved and seconded approval of Resolution 19-288. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses

1. Andrews Lounge, 1210 N 25th Street
2. Hy-Vee C-Store #1, 21 S 25th Street
3. Kwik Shop #527, 3632 Avenue G
4. Speedy Gas N Shop, 430 S 35th Street, Ste 1 (Two Applications)
5. Target Store T-2454, 3804 Metro Drive
6. Woods Sporting Goods, 531 Veterans Memorial Hwy

Roger Sandau and Mike Wolf moved and seconded approval of Applications for permits and cancellations, Item 7A 1-6, Liquor Licenses. Unanimous, 5-0 vote.

OTHER BUSINESS

Mayor Walsh presented Sharon White and Nate Watson certificates of appreciation for their years of service on the Council Bluffs City Council. White commented that it was an honor to serve. Watson thanked voters for allowing him to serve for two terms.

CITIZENS REQUEST TO BE HEARD

Heard from: Tim Courtney, 2210 Avenue L and Bruce Kelly, 864 McKenzie Avenue

ADJOURNMENT

Mayor Walsh Adjourned the meeting at 7:31 pm.

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

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

Council Communication

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

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

Council Action: 12/16/2019

Description

Background/Discussion

Recommendation

Council Communication

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

Reading, correction and approval of the
November 18, 2019 City Council Meeting
Minutes.
ITEM 3.B.

Council Action: 12/16/2019

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
11-18-19 Minutes	Other	11/25/2019



City Council Meeting Minutes November 18, 2019

CALL TO ORDER

CONSENT AGENDA

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

Reading, correction and approval of the November 4, 2019 City Council Meeting Minutes.

Resolution 19-256

Resolution setting a public hearing for December 16, 2019 at 7:00 p.m. for the West Broadway Reconstruction, Segment 4. # PW20-20

Resolution 19-257

Resolution accepting the work of Omaha Neon Sign Co, Inc. as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the Mid-America Center Signage Project. Project No. BM19-04

Resolution 19-258

Resolution setting a public hearing for December 16, 2019 at 7:00 p.m. for the matter of an underground and overhead electrical easement requested by Mid American Energy Corporation.

Resolution 19-259

Resolution setting dates of a consultation and setting a public hearing for December 16, 2019 at 7:00 p.m. on a proposed Amendment No. 5 to the Playland Park Urban Renewal Plan.

September FY20 Financial Reports, Right of Redemption & Claims

Resolution 19-270

Resolution setting a Public Hearing for December 16, 2019 at 7:00 p.m. on the proposal to enter into an Amended and Restated Agreement for Private Development with Argent Baxter JV - Council Bluffs, LLC.

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

MAYORS PROCLAMATIONS

- A. Small Business Saturday

PUBLIC HEARINGS

Resolution 19-260 A & B

19-260A - Resolution ratifying, confirming and approving publication of Notice of Public Hearing on the proposition of the application of excess bond proceeds.

19-260B - Resolution instituting proceedings to take additional action for the application of excess bond proceeds of the General Obligation Bond, Series 2016A.

Melissa Head and Roger Sandau moved and seconded approval of Resolutions 19-260 A & B. Unanimous, 5-0 vote.

Resolution 19-261

Resolution directing the sale of \$7,630,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2019

Roger Sandau and Mike Wolf moved and seconded approval of Resolution 19-261. Unanimous, 5-0 vote.

ORDINANCES ON 2ND READING

Ordinance 6403

Ordinance to Amend Title 9 Traffic by amending Chapter 9.09.020 "Definitions-Motorized scooters, electrified bicycles and other personal transport vehicles"

Melissa Head and Mike Wolf moved and seconded approval of Second Consideration of Ordinance 6403. Unanimous, 5-0 vote.

Roger Sandau and Melissa Head moved and seconded approval of Motion to Waive Third Consideration of Ordinance 6403. Ordinance pass into law. Unanimous, 5-0 vote.

RESOLUTIONS

Resolution 19-262

Resolution accepting a land donation from Iowa Natural Heritage Foundation

Mike Wolf and Melissa Head moved and seconded approval of Resolution 19-262. Unanimous, 5-0 vote.

Resolution 19-263

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

Melissa Head and Mike Wolf moved and seconded approval of Resolution 19-263. Unanimous, 5-0 vote.

Resolution 19-264

Resolution approving a temporary use permit to allow a light manufacturing (fifty thousand (50,000) square feet or less) use on property located at 2703 East Kaneshville Boulevard, legally described as being part of Parcel "B" Auditor's Subdivision of Tract No. 2 in "Sherwood,"

Melissa Head and Mike Wolf moved and seconded approval of Resolution 19-264. Unanimous, 5-0 vote.

Resolution 19-265

Resolution authorizing the mayor to execute an agreement with Snyder & Associates, Inc. for engineering services in connection with the Oakland Drive Rehabilitation. Project # PW20-15

Roger Sandau and Melissa Head moved and seconded approval of Resolution 19-265. Unanimous, 5-0 vote.

Resolution 19-266

Resolution granting a nonexclusive license to Uniti Fiber, LLC to operate and maintain its fiber optic cable system in City right-of-way and authorizing the Mayor to execute an agreement.

Mike Wolf and Melissa Head moved and seconded approval of Resolution 19-266. Unanimous, 5-0 vote.

Resolution 19-267

Resolution authorizing the Mayor to execute an engagement agreement with Ahlers & Cooney, P.C. relating to the General Obligation Bonds, Series 2019.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 19-267. Unanimous, 5-0 vote.

Resolution 19-268

Resolution temporarily vacating a portion of Pearl Street in connection the Winterfest 2019 special event application.

Melissa Head and Mike Wolf moved and seconded approval of Resolution 19-268. Unanimous, 5-0 vote.

Resolution 19-269

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

Roger Sandau and Mike Wolf moved and seconded approval of Resolution 19-269. Unanimous, 5-0 vote.

APPLICATIONS FOR PERMITS AND CANCELLATIONS

Liquor Licenses

- 1. Applebee’s Neighborhood Grill & Bar, 3000 Dial Dr
- 2. Hy-Vee #2, 1745 Madison Ave
- 3. 712, 1851 Madison Ave, Ste 700

Roger Sandau and Melissa Head moved and seconded approval of Application for permits and Cancellations. Unanimous, 5-0 vote.

OTHER BUSINESS

CITIZENS REQUEST TO BE HEARD

Heard from Bruce Kelly, 864 McKenzie Avenue, regarding bike trail, extra lane on Kaneshville Blvd. and the importance of completing the census information.

ADJOURNMENT

Mayor Walsh adjourned the meeting at 7:12 pm.

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

Matthew J. Walsh, Mayor

Attest: Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW20-14
Submitted by: Matthew Cox, Public Works
Director

Resolution 19-271
ITEM 3.C.

Council Action: 12/16/2019

Description
Resolution setting a public hearing for January 13, 2020 at 7:00 p.m. for the 6th Avenue Pump Station Trash Rack Rehab. Project #PW20-14

Background/Discussion
The 6th Avenue sanitary sewer pump station is the third largest station in the sanitary collection system with nearly 35% of the City’s sewage passing through this station.
The wastewater entering the pump station is screened for solids and debris. This removal process protects the pumps from clogging and limits the potential for damage. Larger stations, like 6th Avenue, utilize a mechanically operated trash rack to clean the screens.
The pump station still has the original bar screen units constructed in 1992. This project will replace the trash rack system which has reached its service life limit. The newer technology of a modern trash rack will provide reliable removal, handling, storage, and disposal of the screenings.
The project will include the necessary modifications to the screenings room and electrical controls to accommodate the new system.
Supervisory and process control panels modified in 1992, with portions dating back to the early 1980’s, will be removed and replaced.
This project is included in the FY20 CIP and includes a budget of \$600,000 in sales tax funds.
The project schedule is as follows:

Set Public Hearing	December 16, 2019
Hold Public Hearing	January 13, 2020
Letting	February 13, 2020
Award	February 24, 2020
Construction Start	March 16, 2020

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Public Hearing	Other	12/4/2019
Resolution 19-271	Resolution	12/11/2019

Notice of Public Hearing
on the
Plans, Specifications, Form of Contract and Cost Estimate
for the
6th Avenue Pump Station Trash Rack Rehab
Project #PW20-14

A public hearing will be held on January 13, 2020, at 7:00 p.m. in the council chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract and cost estimate for the 6th Avenue Pump Station Trash Rack Rehab project. The project will include demolition, and furnishing and installing a bar screen with associated controls and electrical modifications. At said hearing, any interested person may appear and file objections to such plans and specifications.

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

**RESOLUTION
NO 19-271**

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
6TH AVENUE PUMP STATION TRASH RACK REHAB
PROJECT #PW20-14**

WHEREAS, the City wishes to make improvements known as the 6th Avenue Pump Station Trash Rack Rehab project, 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 6th Avenue Pump Station Trash Rack Rehab.

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

December 16, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW20-24
Submitted by: Matthew Cox, Public Works
Director

Resolution 19-272
ITEM 3.D.

Council Action: 12/16/2019

Description
Resolution setting a public hearing for January 13, 2020 at 7:00 p.m. for the Gifford Road Reconstruction, Phase III. Project #PW20-24

Background/Discussion
Gifford Road from Veterans Memorial Highway to 45th Avenue was previously reconstructed with RISE grant funding. The project was identified as FY15-24 in the CIP.
A second RISE grant allowed Gifford Road to be further reconstructed an additional 725 feet south of 45th Ave. This project also extended S. 19th Street to Gifford Road. The project was identified as PW17-11 in CIP and was completed in coordination with the Council Bluffs Industrial Foundation.
This project will reconstruct Gifford Road from S. 19th Street to the south limit of the paving completed with Project PW17-11.
A development agreement between the City and a developer is also on the Council agenda for approval. A data center project is planned for a 20 acre parcel within the South Point, Phase II industrial development. Gifford Road must be improved to serve this development and the land owner/developer will fund the reconstruction. Iowa DOT will contribute \$298,448 to the project through a RISE grant for a portion of the north/south section of Gifford Road.
This project will be added to the CIP with street improvement costs to be paid by the developer. These costs are estimated to be \$998,800. The project will also extend sanitary sewer to allow for future service to neighboring undeveloped land. The estimated cost of the sanitary is \$132,000 and will be paid with Sales Tax Funds.
The project schedule is as follows:

Set Public Hearing	December 16, 2019
Hold Public Hearing	January 13, 2020
Letting	February 4, 2020
Award	February 24, 2020
Construction Start	Spring 2020
Construction End	Fall 2020

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Map	Map	12/4/2019
Notice of Public Hearing	Other	12/4/2019
Resolution 19-272	Resolution	12/11/2019

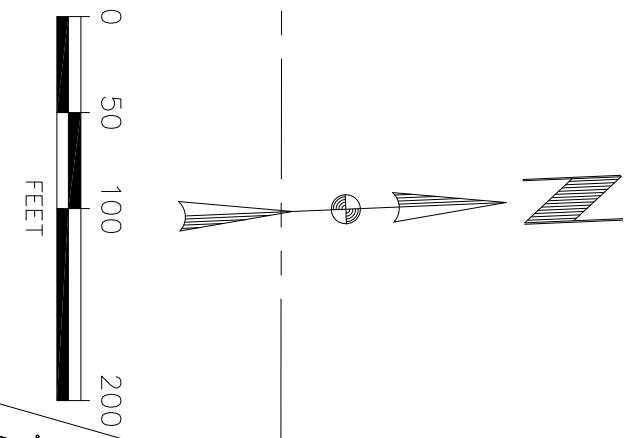
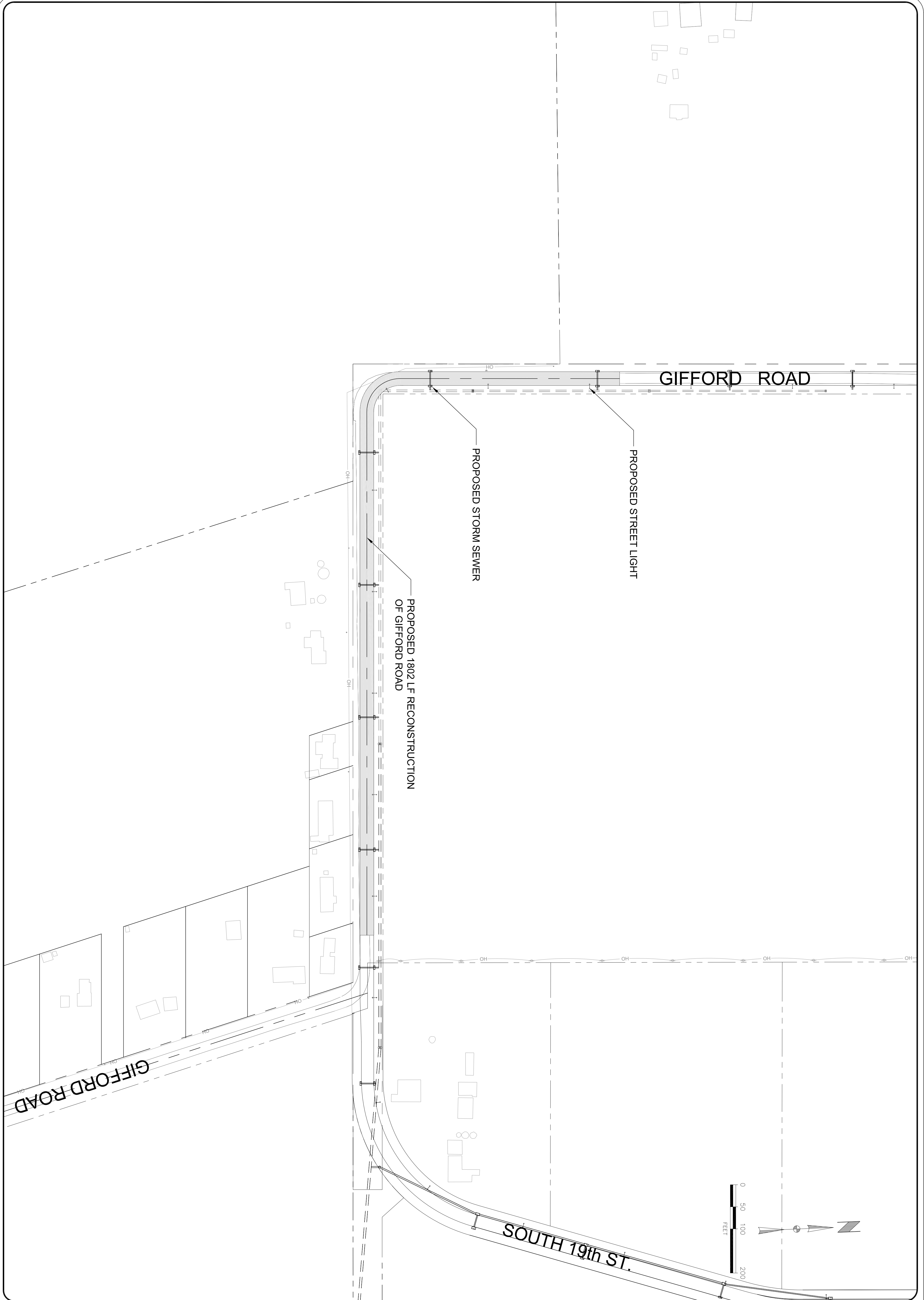


EXHIBIT
 project no.
 000719-172
 sheet

project **GIFFORD ROAD RECONSTRUCTION**
 client **CITY OF COUNCIL BLUFFS**
 COUNCIL BLUFFS, IOWA
 sheet **PLAN VIEW**

drawn	_____
designed	_____
approved	_____
date	_____
revision	_____
date	_____

hgm
 ASSOCIATES INC.
 640 FIFTH AVENUE COUNCIL BLUFFS, IA
 PHONE: 712-323-0530

this drawing is being made available by hgm associates inc. for use on this project in accordance with hgm associates inc. agreement for professional services. hgm associates inc. assumes no liability for any use of this drawing or any part thereof except in accordance with the terms of the above agreement.

Notice of Public Hearing
on the
Plans, Specifications, Form of Contract and Cost Estimate
for the
Gifford Road Reconstruction, Phase III
Project # PW20-24

A public hearing will be held on January 13, 2020, 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 Gifford Road Reconstruction, Phase III project. The project will include construction of 6,146 square yards of concrete pavement, 207 lineal feet of storm sewer, 587 lineal feet of sanitary sewer. 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 19-272

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
GIFFORD ROAD RECONSTRUCTION, PHASE III
PROJECT #PW20-24**

WHEREAS, the City wishes to make improvements known as the Gifford Road Reconstruction, Phase III, 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 Gifford Road Reconstruction, Phase III setting January 13, 2020, at 7:00 p.m. as the date and time of said hearing.

ADOPTED
AND
APPROVED

December 16, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
 Case/Project No.: PW19-13
 Submitted by: Matthew Cox, Public Works
 Director

Resolution 19-273
 ITEM 3.E.

Council Action: 12/16/2019

Description

Resolution accepting the work of Bluffs Electric, Inc. as complete and authorizing release of the retainage after 30 days if no claims are filed in connection with the North Broadway and Hunter Avenue HAWK Signal. Project #PW19-13

Background/Discussion

The Iowa DOT Traffic Safety Improvement Program provides safety funds to cities, counties and the DOT for roadway safety improvements, research, studies or public information initiatives. The program is funded annually with 0.5 percent of Iowa’s Road Use Tax Fund.

Public Works submitted an application for funding under the category of traffic control devices and was successful in being selected for the program.

The project replaced the existing, nonconforming MUTCD traffic signal at the intersection of North Broadway and Hunter Avenue with a pedestrian hybrid beacon, commonly known as a High-Intensity Activated Crosswalk (HAWK) signal, which adheres to MUTCD. The curb ramp and the sidewalk area were updated to meet ADA standards. The new signal improves the safety of the pedestrian crossing of North Broadway that provides direct access to Hoover Elementary School and also serves Gerald W. Kirn Junior High School.

The project was selected for partial funding and received \$40,000 in Traffic Safety Funds. The balance of the project costs will be paid with Sales Tax Funds.

	<u>Division I</u>	<u>Division II</u>	<u>Division VI</u>	
	<u>General</u>	<u>Pavement</u>	<u>Traffic Signal</u>	<u>Total</u>
Original Contract Amount	\$27,520.00	\$25,152.50	\$82,562.10	\$135,234.60
Change Orders (9.89%)	\$0.00	\$10,690.50	\$2,689.20	\$13,379.70
Final Contract Amount	\$27,520.00	\$35,843.00	\$85,251.30	\$148,614.30
Less Previous Payments	\$26,144.00	\$34,050.85	\$80,988.74	\$137,932.21
Retainage Due Contractor	\$1,376.00	\$1,792.15	\$4,262.57	\$7,430.72

Recommendation

Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 19-273	Resolution	12/11/2019

RESOLUTION
NO 19-273

**RESOLUTION ACCEPTING THE WORK OF
BLUFFS ELECTRIC, INC. IN CONNECTION WITH
THE NORTH BROADWAY AND HUNTER AVENUE HAWK SIGNAL
AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE
A CITY CHECK IN THE AMOUNT OF \$7,430.72
PROJECT #PW19-13**

- WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Bluffs Electric, Inc., Council Bluffs, IA for the North Broadway and Hunter Avenue HAWK Signal; 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 \$7,430.72 to Bluffs Electric, Inc. 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 \$7,430.72 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 \$7,430.72 payable to Bluffs Electric, Inc. from budget codes Division I, S36000-676000; Division II, S36000-676200; Division VI, S36000-676800; Project #1913X.

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

December 16, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

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

Resolution 19-274
ITEM 3.F.

Council Action: 12/16/2019

Description
Resolution setting a public hearing for January 13, 2020 at 7:00 p.m. for the FY21-FY25 Capital Improvement Program (CIP)

Background/Discussion
It is requested the Council set a public hearing for persons to comment and discuss the proposed FY21-FY25 Capital Improvement Plan for the City of Council Bluffs.
Staff will be requesting approval to adopt the FY21-FY25 CIP schedule at the January 13, 2020 meeting.

Recommendation
Approval of the resolution.

ATTACHMENTS:

Description	Type	Upload Date
Notice of Public Hearing	Other	12/6/2019
Resolution 19-274	Resolution	12/11/2019

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF COUNCIL BLUFFS, IOWA, ON THE MATTER OF
THE PROPOSED CAPITAL IMPROVEMENT PROGRAM
FY21-FY25 OF SAID CITY, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs, Iowa, will hold a public hearing on the 13th day of January, 2020, at 7 o'clock P.M., in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, to approve the proposed FY21-FY25 Capital Improvement Program.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the above action. After all objections have been received and considered, the Council will, at this meeting or an any adjournment thereof, take additional action to approve the proposed FY21-FY25 Capital Improvement Program, or will abandon the proposal.

This notice is given by order of the Council of Council Bluffs, Iowa, as provided by Section 384.25 of the City Code of Iowa.

Dated this _____ day of _____, 2019.

City Clerk of Council Bluffs, Iowa

Resolution 19-274

Resolution directing the City Clerk to publish notice and setting a Public Hearing to approve the FY21-FY25 Capital Improvement Program.

WHEREAS, the Capital Improvement Program (CIP) provides the City Council with a framework upon which to base improvement decisions, provides the City staff with direction as to its work effort, and provides the citizens with information about the City's future intentions.

WHEREAS, the City of Council Bluffs is required to hold a public hearing on the proposed FY21-FY25 Capital Improvement Program (CIP) prior to adoption of the CIP schedule,

WHEREAS, the City is required to publish and post the proposed FY21-FY25 CIP at least ten and no more than twenty days from the public hearing,

Now, therefore, be it resolved by the City Council of the City of Council Bluffs, Iowa:

That the City Clerk is hereby directed to set a public hearing to approve the FY21-FY25 Capital Improvement Program on January 13, 2020 at 7:00 p.m. in Council Chambers at City Hall, 209 Pearl Street in Council Bluffs, Iowa.

Adopted and Approved: December 16, 2019

Matthew J. Walsh, Mayor

Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.: OTB-19-020
Submitted by: Chris Meeks, Planner

Resolution 19-275
ITEM 3.G.

Council Action: 12/16/2019

Description
Resolution of intent to dispose of and setting a Public Hearing for January 13, 2020 at 7:00 p.m. for City property generally described as being a portion of Lots 14-15 and 21-23, Block 26, Bayliss 3rd Addition, and a portion of the vacated alleys adjacent. Location: South of 2814 S. 8th Street and 815 28th Avenue. OTB-19-020

Background/Discussion
See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
OTB-19-020 Staff Report	Other	12/6/2019
Attachment A - Case Map	Map	12/6/2019
Attachment B - Survey of Subject Property	Other	12/6/2019
OTB-19-020 Public Hearing Notice	Other	12/6/2019
Resolution 19-275	Resolution	12/11/2019

Council Communication

Department: Community Development CASE #OTB-19-020 Applicant: City of Council Bluffs	Resolution of Intent No. _____ Resolution to Dispose No. _____	Set Public Hearing: 12/16/2019 Public Hearing: 1/13/2020
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Subject/Title

Request of the City of Council Bluffs to dispose of surplus city property associated with the former right-of-way of 29th Avenue, a roadway which has been converted to an alleyway. The subject properties are generally described as being a portion of Lots 14-15 and Lots 21-23, Block 26, Bayliss 3rd Addition, and a portion of the vacated alleys adjacent, City of Council Bluffs, Pottawattamie County, Iowa.

Location: South of 2814 S. 8th Street and 815 28th Avenue

Background/Discussion

In June of 2018, the Iowa Department of Transportation deeded to the City of Council Bluffs a portion of property near the former right-of-way of 29th Avenue, which was previously acquired by the Iowa DOT to accommodate the Interstate 80/Interstate 29 Interstate project. It was determined by the Community Development Department, Public Works Department, and City Owned Property Committee that the best course of action to dispose of these surplus properties would be to offer them to adjacent property owners in a manner that would correct any nonconformities, keep lot shapes as uniform in shape as possible, and to allow property owners reasonable use of the acquired property. It was determined that the value for each property should be established using the adopted Street, Alley, and Public Ground Vacation schedule. Since none of the properties are exclusively buildable, the City Owned Property Committee has proposed to sell the properties to adjacent property owners using a forgivable mortgage, requiring an initial 10% down payment with the remaining value being forgiven after 2 years of satisfactory maintenance of the property.

The following property owners were offered the opportunity to purchase a section of the surplus property:

- Donna K. Rutledge, owner of the property addressed as 815 28th Avenue, has indicated she is unwilling to purchase the property generally described as a portion Lots 14-15, Block 26, Bayliss 3rd Addition, and entirety of the western alleyway adjacent the West half of the Eastern alleyway adjacent.
- Proverbs 22:1, LLC, owners of the property addressed as 2823 S. 9th Street, were offered the opportunity purchase the property generally described as a portion Lots 14-15, Block 26, Bayliss 3rd Addition, and entirety of the western alleyway adjacent the West half of the Eastern alleyway adjacent. No response was received.
- Netzahualcolyotl and Rosaria Toledo, owners of the property addressed as 2814 S. 8th Street, have indicated they are willing to purchase the property generally described as a portion of Lots 21-23, Block 26, Bayliss 3rd Addition, and the East half of the vacated alley adjacent, and indicated they were willing to acquire additional property if it was made available. Without receipt of petitions to purchase the property described as a portion Lots 14-15, Block 26, Bayliss 3rd Addition, and entirety of the western alleyway adjacent the West half of the Eastern alleyway adjacent from the two other adjacent property owners, said property was offered to Netzahualcolyotl and Rosaria Toledo, which they agreed to purchase. The total area that is proposed to be sold to them is shown on Attachment B. The property contains 9,536 square feet, with a total land value established at \$3,048.00.

Recommendation

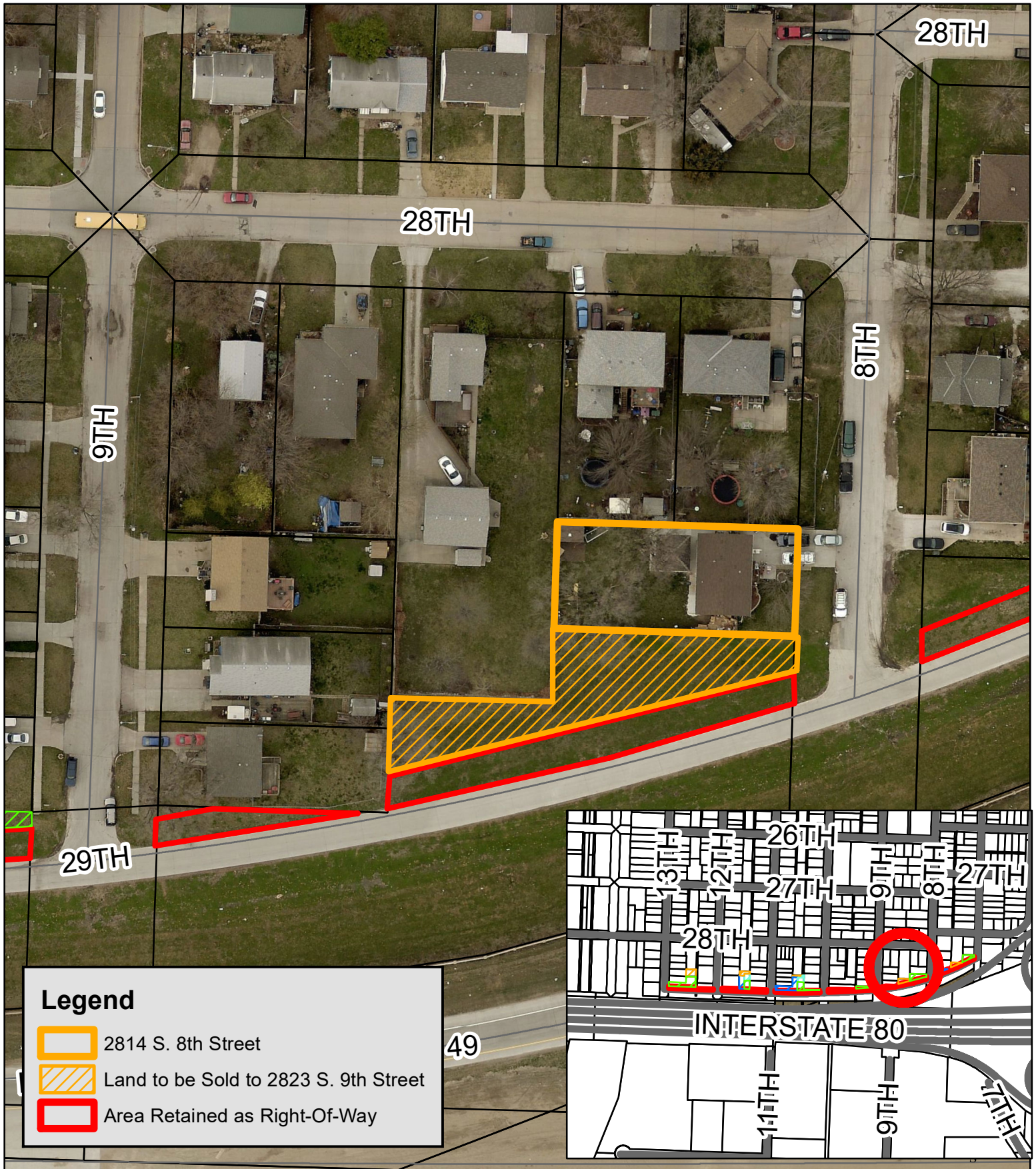
The Community Development Department recommends setting a public hearing on the disposal of the above described properties on the January 13, 2020 City Council Meeting.

Attachment A: Case map

Attachment B: Survey of Subject Property

Prepared By: Chris Meeks, Planner, Community Development Department

CASE #OTB-19-020 CASE MAP



50 25 0 50 Feet

RECORDER'S INDEX	
LOT: 14, 15, 21-23	
BLOCK: 26	
SUBDIVISION: BAYLISS 3rd ADDITION	
ALIQUOT PART:	
SECTION: / TOWNSHIP: / RANGE:	
CITY: COUNCIL BLUFFS	
COUNTY: POTTAWATTAMIE	
PROPRIETOR: CITY OF COUNCIL BLUFFS	
REQUESTED BY: CITY OF COUNCIL BLUFFS	
DATE OF FIELD SURVEY:	

RETURN TO: DAVE VERMILLION CITY OF COUNCIL BLUFFS PUBLIC WORKS 209 PEARL ST. COUNCIL BLUFFS, IA 51503
 PREPARED BY: DAVID E. FORSYTHE, P.L.S., HGM ASSOCIATES INC., P.O. BOX 919, COUNCIL BLUFFS, IOWA 51502 (712)323-0530

PROJECT
29TH AVENUE

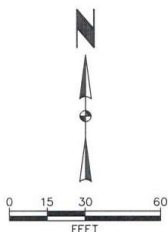
EXHIBIT "A"

PAGE 1 OF 1
PARCEL NO. 6

EXCESS RIGHT-OF-WAY

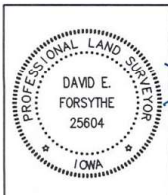
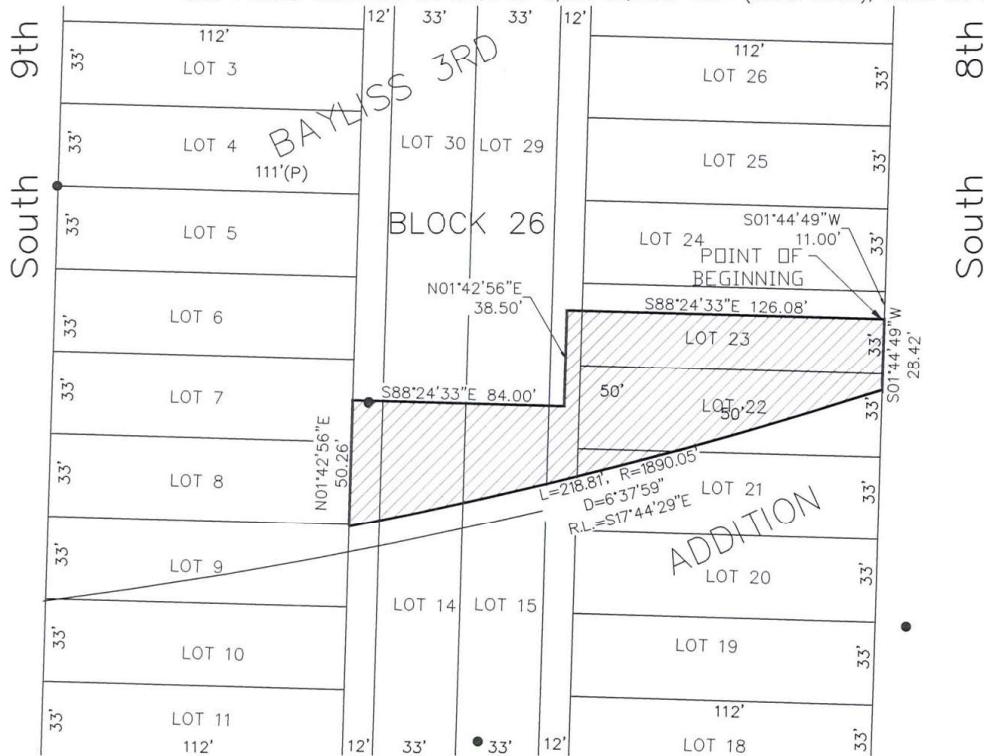
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOTS 14, 15, 21 THROUGH 23 AND A PORTION OF THE VACATED ALLEY ADJACENT TO SAID LOTS, BLOCK 26, BAYLISS 3rd ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:



COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 23, SAID NORTHEAST CORNER BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH 8th STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE, SOUTH 01 DEGREE 44 MINUTES 49 SECONDS WEST, 11.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID WEST RIGHT-OF-WAY LINE, SOUTH 01 DEGREE 44 MINUTES 49 SECONDS WEST, 28.42 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY TO WHICH POINT A RADIAL LINE BEARS SOUTH 17 DEGREES 44 MINUTES 29 SECONDS EAST, 1890.05 FEET; THENCE WESTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 06 DEGREES 37 MINUTES 59 SECONDS, 218.81 FEET TO A POINT ON THE EAST LINE OF LOT 8 IN SAID BLOCK 26; THENCE ON SAID EAST LINE AND ON IT'S NORTHERLY PROLONGATION NORTH 01 DEGREE 42 MINUTES 56 SECONDS EAST, 50.26 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTH LINE OF SAID LOTS 14 AND 15; THENCE EASTERLY ON SAID WESTERLY PROLONGATION AND NORTH LINE AND ON IT'S EASTERLY PROLONGATION, SOUTH 88 DEGREES 24 MINUTES 33 SECONDS EAST, 84.00 FEET TO A POINT ON THE CENTERLINE OF A VACATED NORTH-SOUTH ALLEY ADJACENT TO SAID LOTS 22 AND 23; THENCE ON SAID CENTERLINE, NORTH 01 DEGREE 42 MINUTES 56 SECONDS EAST, 38.50 FEET; THENCE SOUTH 88 DEGREES 24 MINUTES 33 SECONDS EAST, 126.08 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 9,536 SQUARE FEET (0.219 ACRE), MORE OR LESS.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DAVID E. FORSYTHE
 LICENSE NUMBER 25604
 DATE DECEMBER 2, 2019
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
 PAGES OR SHEETS COVERED BY THIS SEAL:
 SHEET 1 OF 1

POTTAWATTAMIE COUNTY

PROJECT NO. 150717

SECTION _____ TOWNSHIP _____ RANGE _____ CONSIDERATION \$ _____ CONTRACT DATED _____
 EXCESS RIGHT-OF-WAY 9,536 s.f. TEMPORARY EASEMENT 0 s.f. ACQUIRED BY _____

S:\Survey\Drafting\150717-003_CBPW_29th Ave ROW\Engineering\Drawings\Survey\150717-ROW VACATE.DWG

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

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request to dispose of property generally described as being a portion of Lots 14-15 and 21-23, Block 26, Bayliss 3rd Addition, and a portion of the vacated alleys adjacent, City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 13th day of January, 2020, in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

Jodi Quakenbush City Clerk

CWM

Prepared by: Community Development Dept., Co. Bluffs, IA 51503 – Phone: 328-4629
Return to: City Clerk, 209 Pearl Street, Co. Bluffs, IA 51503 – Phone: 890-5261

RESOLUTION NO. 19-275

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY GENERALLY DESCRIBED AS BEING A PORTION OF LOTS 14-15 AND 21-23, BLOCK 26, BAYLISS 3RD ADDITION, AND A PORTION OF THE VACATED ALLEYS ADJACENT, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, the City hereby declares its intent to consider disposition of this portion of City property generally described as being a portion of Lots 14-15 and 21-23, Block 26, Bayliss 3rd Addition, and a portion of the vacated alleys adjacent, City of Council Bluffs, Pottawattamie County, Iowa, by conveying and quitclaiming all of its right, title and interest in it to abutting property owners.

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

That the City does hereby express its intent to dispose of City owned property generally described as being a portion of Lots 14-15 and 21-23, Block 26, Bayliss 3rd Addition, and a portion of the vacated alleys adjacent, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for January 13, 2020.

ADOPTED
AND
APPROVED: December 16, 2019

Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

(Case #OTB-19-020)

Council Communication

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

October FY20 Financial Reports
ITEM 3.H.

Council Action: 12/16/2019

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Expenditures by Vendor	Other	12/5/2019
Expenditures by Amount	Other	12/5/2019
Receipts and Expenditures by Fund	Other	12/5/2019

**CITY OF COUNCIL BLUFFS
EXPENDITURES
OCTOBER FY20
(\$'S)**

PAYEE	AMOUNT	BUSINESS PURPOSE
A & D TECHNICAL SUPPLY COMPANY	\$92.40	SUPPLIES
A + UNITED RADIATOR REPAIR INC.	\$345.00	REPAIRS & MAINTENANCE
ABE'S TRASH SERVICE INC	\$4,600.00	REFUSE COLLECTION
ABM	\$937.25	JANITORIAL SERVICE
ACUSHNET COMPANY	\$3,378.76	DODGE OPERATING EXPENSE
ADIDAS AMERICA INC	\$105.75	DODGE OPERATING EXPENSE
ADVANCE SERVICES, INC	\$4,660.69	CONTRACT LABOR
ADVANCED DATA PROCESSING, INC	\$5,651.65	AMBULANCE BILLING FEE
ADVANTAGE ARCHIVES LLC	\$5,205.00	SUBSCRIPTION
AG SOLUTIONS GROUP LLC	\$446.08	EQUIPMENT/PARTS
AGRILAND F S INC	\$247.40	SUPPLIES
AGRIVISION EQUIPMENT GROUP	\$3,790.95	EQUIPMENT/PARTS
AHLERS & COONEY P.C	\$112.50	PROFESSIONAL SVCS
ALEGENT HEALTH-BERGAN MERCY HEALTH SYSTEM	\$250.00	MEDICAL SUPPLIES
ALL WEATHER SERVICES LLC	\$3,355.00	PROFESSIONAL SVCS
ALLIED ELECTRONICS INCORPORATED	\$509.01	SUPPLIES
AMERICAN MESSAGING SERVICES LLC	\$14.19	TELEPHONE
AMERICAN NATIONAL BANK	\$36.00	BANK SERVICES
AMERITAS LIFE INS CORP	\$43.45	DODGE OPERATING EXPENSE
AMPED ELECTRIC	\$2,108.56	ELECTRICAL REPAIR
ANDERSON EXCAVATING CO. INC.	\$23,529.68	CONSTRUCTION
ANNA HARTMANN	\$168.43	REIMB EMPLOYEE EXPENSE
ANTHONY AND RUBIE CZERWINSKI	\$1,305.00	PROPERTY ACQUISITION
AQSEPTENCE GROUP INC	\$969.33	EQUIPMENT/PARTS

AQUA-CHEM INCORPORATED	\$272.00	SUPPLIES
ARMOUR INDUSTRIES, INC.	\$24,108.11	EQUIPMENT/PARTS
ARNOLD MOTOR SUPPLY, LLP	\$5,234.40	EQUIPMENT/PARTS
ARROW TOWING	\$8,835.00	TOWING/STORAGE/AUCTION
ASPHALT & CONCRETE MATERIALS CO.	\$2,928.31	STREET MAINTENANCE SUPLS
ATHLETICO EXCEL NEBRASKA LLC	\$100.00	PROFESSIONAL SVCS
BACKSTAGE LIBRARY WORKS	\$279.36	SUBSCRIPTION
BAKER & TAYLOR INC	\$8,180.70	BOOKS/PERIODICALS/SUB
BARTON SOLVENTS INC	\$382.85	SUPPLIES
BENJAMIN E JOHNSON	\$42.44	REIMB EMPLOYEE EXPENSE
BERT GURNEY & ASSOCIATES INC	\$29,964.41	EQUIPMENT/PARTS
BGNE INC.	\$228.96	SUPPLIES
BILL'S WATER CONDITIONING	\$54.80	SUPPLIES
BLACK & VEATCH CORPORATION	\$16,053.50	CONSULTANT
BLACK HILLS UTILITY HOLDINGS, INC.	\$2,050.83	NATURAL GAS
BLUFFS ELECTRIC INC	\$9,365.90	ELECTRICAL REPAIR
BLUFFS PAVING & UTILITY INC	\$502,421.91	CONSTRUCTION
BLUFFS TAXI & COURIER	\$872.25	TRANSIT SERVICES
BOBCAT OF OMAHA	\$3,926.83	EQUIPMENT/PARTS
BOFA	\$428.05	MAC OPERATING EXPENSE
BOMGAARS SUPPLY INC	\$189.77	SUPPLIES
BONNIE K WEILAGE	\$122.69	REFUND
BOUND TO STAY BOUND BOOKS INC	\$949.86	BOOKS/PERIODICALS/SUB
BROADCAST MUSIC INC	\$711.00	DUES/MEMBERSHIP
BRYAN PREGON	\$300.00	PROFESSIONAL SVCS
BUCK'S INC.	\$302.78	VEHICLE WASH
BURTON PLUMBING	\$163.00	PLUMBING NEW OR REPAIR
C & J INDUSTRIAL SUPPLY	\$481.10	JANITORIAL SERVICE
CALLAWAY	\$1,050.06	DODGE OPERATING EXPENSE
CANON SOLUTIONS AMERICA INC	\$468.09	COPY/PRINTER MAINTANCE
CARLEY CONSTRUCTION LLC	\$116,902.50	CONSTRUCTION
CAROLINA SOFTWARE INC	\$300.00	HARDWARE/SOFTWARE

CB PRF FIRE FIGHTERS #15	\$79.00	PAYROLL RELATED
CELLEBRITE USA INC	\$13,875.00	HARDWARE/SOFTWARE
CENGAGE LEARNING INC	\$855.70	BOOKS/PERIODICALS/SUB
CENTURYLINK	\$676.88	TELEPHONE
CERTIFIED POWER INC	\$214.89	EQUIPMENT/PARTS
CFI TIRE SERVICE	\$4,768.50	TIRE REPLACEMENT/REPAIR
CHAMPLIN TIRE RECYCLING INC	\$3,689.00	TIRE DISPOSAL
CHILD SUPPORT SERVICES DIVISION	\$514.32	PAYROLL RELATED
CHRISTINE D ANDERSON	\$51.04	REIMB EMPLOYEE EXPENSE
CITY OF COUNCIL BLUFFS	\$3,629.39	DODGE OPERATING EXPENSE
CITY OF COUNCIL BLUFFS2	\$7,345.99	MAC OPERATING EXPENSE
CITY OF COUNCIL BLUFFS-DEPENDENT	\$5,040.90	PAYROLL RELATED
CITY OF COUNCIL BLUFFS-FLEX	\$8,341.84	PAYROLL RELATED
CITY TREASURER	\$1,800.12	DODGE OPERATING EXPENSE
CLARK EQUIPMENT COMPANY	\$12,000.00	EQUIPMENT/PARTS
COLLECTION SERVICES CENTER	\$8,295.80	PAYROLL RELATED
COMPASS UTILITY LLC	\$316,981.35	CONSTRUCTION
CONSOLIDATED ELECTRICAL DISTR, INC	\$3,761.71	SUPPLIES
CONSTELLATION NEWENERGY-GAS DIVISION, LLC	\$2,395.68	NATURAL GAS
CONTINENTAL FIRE SPRINKLER CO	\$1,705.20	PROFESSIONAL SVCS
CONTROL SERVICES INC	\$312.50	REPAIRS & MAINTENANCE
CONVERGEONE INC	\$170,936.91	HARDWARE/SOFTWARE
CORNHUSKER INTERNATIONAL TRUCKS	\$195.79	EQUIPMENT/PARTS
COUNCIL BLUFFS AIRPORT AUTHORITY	\$272,728.86	AIRPORT AUTH TAX
COUNCIL BLUFFS CONVENTION & VISITORS BUREAU	\$170,000.00	CONTRIBUTIONS
COUNCIL BLUFFS WATER WORKS	\$12,379.04	WATER
COUNCIL BLUFFS WINSUPPLY	\$489.77	SUPPLIES
COUNCIL HITCH & TRUCK ACCESSORIES	\$180.00	EQUIPMENT/PARTS
COX BUSINESS	\$119.12	DODGE OPERATING EXPENSE
COX MEDIA, LLC	\$20,810.49	PHONE/INTERNET SVC
CREDIT INFORMATION SYSTEMS	\$11.00	PROFESSIONAL SVCS
CREDIT MANAGEMENT, LP	\$361.90	COLLECTION FEE

CUMMINS SALES & SERVICE	\$27,694.94	EQUIPMENT/PARTS
D & K PRODUCTS	\$5,469.50	SUPPLIES
D&K PRODUCTS	\$9,323.45	DODGE OPERATING EXPENSE
DAILY NONPAREIL	\$4,303.45	ADVERTISEMENT
DALES TRASH SERVICE INC	\$3,083.00	RENTAL EXPS
DANA SCHOTT	\$240.00	MAC OPERATING EXPENSE
DANIELSON TECH SUPPLY	\$40.35	SUPPLIES
DATA POWER TECHNOLOGY LLC	\$3,221.00	REPAIRS & MAINTENANCE
DAVID W WOODY	\$494.60	SUPPLIES
DAVIS EQUIPMENT CORPORATION	\$1,064.96	EQUIPMENT/PARTS
DEBORAH WHITE	\$50.00	PROFESSIONAL SVCS
DEFIANCE, INC.	\$308.96	REPAIRS & MAINTENANCE
DENNIS L. JONES	\$192.00	PROFESSIONAL SVCS
DEX MEDIA, INC.	\$41.50	ADVERTISEMENT
DEZURIK INC	\$1,663.40	SUPPLIES
DIAMOND MOWERS INC	\$548.81	REPAIRS & MAINTENANCE
DICK DEAN SERVICE INC.	\$139.90	REPAIRS & MAINTENANCE
DMG INC	\$3,875.00	ELECTRICAL REPAIR
DODGE BANK & CR CARD FEES	\$2,190.93	DODGE OPERATING EXPENSE
DODGE PAYROLL	\$40,236.91	DODGE OPERATING EXPENSE
DODGE SALES TAX	\$7,755.00	DODGE OPERATING EXPENSE
DOG & PONY PRODUCTIONS INC	\$275.00	MAC OPERATING EXPENSE
DOLL DISTRIBUTING INC	\$596.00	MAC OPERATING EXPENSE
DOLL DISTRIBUTING LLC	\$605.75	DODGE OPERATING EXPENSE
DONALD W MATHEWS	\$3,959.51	VEHICLE REPAIR
DONNA L TROUT	\$1,750.00	PROFESSIONAL SVCS
DOUGLAS COUNTY SHERIFF	\$120.00	TRAINING
DRAKE-WILLIAMS STEEL INC	\$635.00	REPAIRS & MAINTENANCE
DULTMEIER SALES LLC	\$93.20	SUPPLIES
DXP ENTERPRISES INC	\$321.16	EQUIPMENT/PARTS
ECHO ELECTRIC SUPPLY	\$2,545.29	MAC OPERATING EXPENSE
ECHO GROUP	\$3,811.86	SUPPLIES

ECOSOLUTIONS LLC	\$1,985.00	SUPPLIES
EDWARD JAMES BREWSTER JR	\$120.00	PROFESSIONAL SVCS
EDWARDS CHEVROLET-CADILLAC INC	\$473.73	EQUIPMENT/PARTS
EFTPS	\$517,372.24	PAYROLL RELATED
EHRHART GRIFFIN & ASSOCIATES INC	\$3,475.00	CONSULTANT
ELAVON INC	\$5,703.38	FEES
ELBA E CERA	\$165.00	PROFESSIONAL SVCS
ELECTRIC PUMP	\$6,246.26	EQUIPMENT/PARTS
ELM USA INC	\$189.95	SUPPLIES
ELMAN	\$58.00	DODGE OPERATING EXPENSE
EMPLOYEE PAYROLL	\$1,837,967.05	CITY PAYROLL
EMPLOYERS MUTUAL CASUALTY COMPANY	\$423,957.97	INSURANCE
ENDRESS & HAUSER	\$1,951.89	SUPPLIES
ENTERPRISE FM TRUST	\$699.88	RENTAL EXPS
ERRIN K GUNDERSON	\$2,497.92	MOWING/GROUNDS MAINT
ESRI	\$10,834.25	HARDWARE/SOFTWARE
EVIDENT INC	\$290.80	SUPPLIES
FABCO GENERATORS	\$697.07	EQUIPMENT/PARTS
FACTORY MOTOR PARTS	\$2,621.77	EQUIPMENT/PARTS
FASTENAL COMPANY	\$326.15	SUPPLIES
FELD FIRE	\$765.00	EQUIPMENT/PARTS
FIRE SERVICE TRAINING BUREAU	\$650.00	TRAINING
FIRST NATIONAL BANK PCARDS ACH	\$1,827.95	DODGE OPERATING EXPENSE
FIRST WIRELESS INC	\$459.50	EQUIPMENT/PARTS
FLEET US LLC	\$3,888.00	SUPPLIES
FRATERNAL ORDER OF POLICE	\$3,080.00	PAYROLL RELATED
GABRIELLE & AUSTIN KUECHER	\$250.00	REFUND
GALLS PARENT HOLDING, LLC	\$674.63	EQUIPMENT/PARTS
GARAGE DOOR SERVICES	\$85.00	REPAIRS & MAINTENANCE
GENERAL FIRE & SAFETY EQUIPMENT COMPANY OF	\$535.00	EQUIPMENT/PARTS
GENIE PEST CONTROL	\$35.00	DODGE OPERATING EXPENSE
GENIE SERVICE LLC	\$110.00	PEST CONTROL

GEORGE DARNELL	\$492.00	VETERINARIAN SVC/SUPPLIES
GLORIA KEMERY	\$200.00	PROFESSIONAL SVCS
GOVDEALS INC	\$216.12	ONLINE PAYMENT FEES
GREAT AMERICA FINANCIAL SERVICE	\$164.93	DODGE OPERATING EXPENSE
GREAT OUTDOORS LAWN & LANDSCAPE	\$1,300.00	SERVICE LABOR
GREAT PLAINS UNIFORMS	\$2,449.00	UNIFORMS
GREATAMERICA FINANCIAL SERVICES CORP	\$286.94	LEASE
HARMS OIL COMPANY	\$75,300.30	FUEL
HARRIS GOLF CARS	\$257.51	DODGE OPERATING EXPENSE
HAWKEYE TRUCK EQUIPMENT	\$38.64	EQUIPMENT/PARTS
HAWKINS CONSTRUCTION COMPANY	\$2,654,228.51	CONSTRUCTION
HEARTLAND CO-OP	\$692.00	FUEL
HEARTLAND TIRES & TREADS INC	\$8,088.45	TIRE REPLACEMENT/REPAIR
HEIMAN INC.	\$132.85	SAFETY EQUIP & MAINTENANCE
HEININGER CONSTRUCTION LLC	\$4,505.00	CONSTRUCTION
HENDERSON DISTRICT PUBLIC LIBRAIRES	\$15.00	REFUND
HGM ASSOCIATES INC	\$170,889.84	CONSULTANT
HORWATH LAUNDRY MACHINERY CO	\$1,124.09	EQUIPMENT/PARTS
HOSE & HANDLING INC.	\$373.52	EQUIPMENT/PARTS
HUBER CHEVROLET CO INC	\$49.00	EQUIPMENT/PARTS
ICMA RETIREMENT TRUST - 457	\$11,712.30	PAYROLL RELATED
IMPACT7G INC	\$3,182.50	PROFESSIONAL SVCS
INDUSTRIAL SALES COMPANY INC	\$512.82	SUPPLIES
INLAND TRUCK PARTS COMPANY INC	\$1,009.68	EQUIPMENT/PARTS
INTEGRATED COMPUTER SOLUTIONS, INC.	\$4,139.00	HARDWARE/SOFTWARE
INTERSTATE POWERSYSTEMS	\$78.51	EQUIPMENT/PARTS
IOWA DEPARTMENT OF NATURAL RESOURCE	\$95.00	FEES
IOWA DEPARTMENT OF REVENUE	\$324.38	PAYROLL RELATED
IOWA DEPARTMENT OF REVENUE	\$5,970.00	MAC OPERATING EXPENSE
IOWA DEPT OF REVENUE	\$118,419.00	PAYROLL RELATED
IOWA DIVISION OF LABOR SERVICES	\$280.00	FEES
IOWA LAW ENFORCEMENT ACADEMY	\$6,875.00	TRAINING

IOWA WASTE SERVICES HOLDINGS INC	\$69,484.71	SOLID WASTE DISPOSAL
IOWA WESTERN COMMUNITY COLLEGE	\$5,000.00	PROFESSIONAL SVCS
IP PATHWAYS LLC	\$8,073.50	HARDWARE/SOFTWARE
IPERS	\$197,088.25	PAYROLL RELATED
ISU EXTENSION	\$105.00	TRAINING
J & R LIQUOR	\$1,428.89	MAC OPERATING EXPENSE
J FULCHER INC	\$476.50	EQUIPMENT/PARTS
J.B. POINDEXTER & CO., INC.	\$376.43	EQUIPMENT/PARTS
J.D. POWER	\$283.55	SUBSCRIPTION
JACK L BARE	\$73.18	REFUND
JAMIE N RUPPERT	\$35.84	REIMB EMPLOYEE EXPENSE
JEAN A WELLMAN	\$73.78	REFUND
JEFF PAULSON	\$24,930.00	CONSTRUCTION
JEFFS CAR WASH	\$24.00	VEHICLE WASH
JENNIFER SORENSEN-NELSON	\$42.45	REIMB EMPLOYEE EXPENSE
JEO CONSULTING GROUP INC	\$14,293.75	CONSULTANT
JEREDITH BRANDS LLC	\$5,986.50	JANITORIAL SERVICE
JOHNSON HARDWARE CO	\$406.79	MAC OPERATING EXPENSE
JONES AUTOMOTIVE	\$696.60	EQUIPMENT/PARTS
JP COOKE CO	\$28.94	DODGE OPERATING EXPENSE
K9 BED BUG DETECTION OF NEBRASKA LLC	\$600.00	PROFESSIONAL SVCS
KARI JEAN PETERSON	\$10.00	LEGAL CLAIM
KARL CHEVROLET, INC.	\$169,438.26	VEHICLES
KATHY A RIEGER	\$233.39	REIMB EMPLOYEE EXPENSE
KAYS CUSTOMS LLC	\$300.00	SERVICE LABOR
KEARNEY POLICE DEPT	\$350.00	REFUND
KELSEY BOCKEN	\$64.61	REIMB EMPLOYEE EXPENSE
KELTEK, INCORPORATED	\$115,273.91	EQUIPMENT/PARTS
KONICA MINOLTA BUSINESS SOLUTIONS USA	\$812.00	LEASE
KRIHA FLUID POWER COMPANY INC.	\$142.30	EQUIPMENT/PARTS
LANDSCAPES GOLF MANAGEMENT LLC	\$439.65	DODGE OPERATING EXPENSE
LANDSCAPES MGMT COMPANY	\$5,150.00	DODGE OPERATING EXPENSE

LANDSCAPES UNLIMITED	\$3,913.40	DODGE OPERATING EXPENSE
LAWSON PRODUCTS INC	\$904.56	SUPPLIES
LEE A DEWALD	\$21.23	REIMB EMPLOYEE EXPENSE
LINCOLN NATIONAL LIFE INS CO	\$66.22	DODGE OPERATING EXPENSE
LOCKTON CO, LLC-KC SERIES	\$3,066.00	DODGE OPERATING EXPENSE
LOGAN CONTRACTORS SUPPLY INC	\$3,445.00	SUPPLIES
LP BUILDING SERVICES GROUP	\$15,980.00	JANITORIAL SERVICE
LPL FINANCIAL LLC	\$332.42	DODGE TRUST REIMBURSEMENT
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,920.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$280.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,480.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$2,000.00	PAYROLL RELATED
LYMAN RICHEY CORPORATION	\$40,203.00	STREET MAINTENANCE SUPPLS
LYMAN-RICHEY SAND & GRAVEL CO	\$930.77	DODGE OPERATING EXPENSE
MAC PAYROLL	\$133,124.31	MAC OPERATING EXPENSE
MACONN ENTERPRISES LLC	\$9,211.80	MOWING/GROUNDS MAINT
MARCO HOLDINGS, LLC	\$6,372.94	COPY/PRINTER MAINTANCE
MARION L THOMAS	\$91.01	REFUND
MARK A WARNEKE	\$1,200.00	REPAIRS & MAINTENANCE
MARLYS LIEN	\$67.05	REIMB EMPLOYEE EXPENSE
MATHESON TRI GAS INC.	\$281.98	SUPPLIES
MAX I WALKER UNIFORM & APPAREL	\$754.74	UNIFORMS
MCINTOSH PLUMBING INC	\$2,358.05	PLUMBING NEW OR REPAIR
MCMULLEN FORD INC	\$241.47	EQUIPMENT/PARTS
MECHANICAL INC	\$5,883.00	MAC OPERATING EXPENSE
MELINDA MCCOLLOUGH	\$21.23	REIMB EMPLOYEE EXPENSE
MENARD INC.	\$71.88	SUPPLIES
METOLIUS LLC	\$670.00	DODGE OPERATING EXPENSE
MFPRSI	\$444,318.58	PAYROLL RELATED
MICHAEL H HUGHES	\$84.37	REFUND
MICHAEL O'BRADOVICH	\$2,400.00	PROFESSIONAL SVCS
MID STATES BANK	\$48.94	MAC OPERATING EXPENSE

MID-AMERICA CLEANING SYSTEMS INC	\$7,297.58	EQUIPMENT/PARTS
MIDAMERICAN ENERGY COMPANY	\$156,880.33	ELECTRICITY
MIDLANDS HUMANE SOCIETY	\$10,328.17	CONTRACT AGREEMENT
MIDWEST DISTRIBUTING CORPORATION	\$300.00	LEASE
MIDWEST GANG INVESTIGATORS ASSOCIATION	\$75.00	TRAINING
MIDWEST GLASS	\$773.96	REPAIRS & MAINTENANCE
MIDWEST LABORATORIES INC	\$737.30	PROFESSIONAL SVCS
MIDWEST TAPE, LLC	\$5,490.75	DVD/AUDIO/CD
MIDWEST TOURNAMENT ASSOCIATION	\$200.00	MAC OPERATING EXPENSE
MIDWEST TURF & IRRIGATION	\$703.65	EQUIPMENT/PARTS
MIDWEST TURF & IRRIGATION	\$536.95	DODGE OPERATING EXPENSE
MILLS COUNTY SHERIFF'S DEPARTMENT	\$3,144.75	GRANT REIMBURSEMENT
MITCHELL AND ASSOCIATES INC	\$2,400.00	CONSULTANT
MMC MECHANICAL CONTRACTORS INC	\$7,600.00	MAC OPERATING EXPENSE
MOBOTREX INC	\$240.00	SUPPLIES
MUNICIPAL CODE CORPORATION	\$4,875.00	WEB HOST FEES
MUNICO CORP	\$5,565.00	SUPPLIES
MURPHY TRACTOR & EQUIPMENT CO CORP	\$2,378.11	EQUIPMENT/PARTS
MUTUAL OF OMAHA	\$65.90	DODGE OPERATING EXPENSE
MYRON WILDER	\$300.00	PROFESSIONAL SVCS
NAPA AUTO PARTS	\$2,995.45	EQUIPMENT/PARTS
NATHAN J GEIER	\$145.15	REIMB EMPLOYEE EXPENSE
NATIONAL CONCRETE CUTTING INC	\$188.16	REPAIRS & MAINTENANCE
NATIONWIDE RETIREMENT SOLUTIONS INC	\$63,935.98	PAYROLL RELATED
NEBRASKA AIR FILTER INC	\$429.55	SUPPLIES
NEBRASKA CHILD SUPPORT PAYMENT CTR	\$496.62	PAYROLL RELATED
NEBRASKA SALT & GRAIN CO	\$17,238.13	STREET MAINTENANCE SUPLS
NEIL L ARBOGAST	\$3,595.25	PROFESSIONAL SVCS
NMC INC.	\$9,074.20	EQUIPMENT/PARTS
OCLC INC	\$1,255.86	SUBSCRIPTION
ODEYS INC	\$2,592.00	EQUIPMENT/PARTS
O'KEEFE ELEVATOR COMPANY INC	\$6,657.72	PROFESSIONAL SVCS

OLD MARKET VENTURES	\$794.30	MAC OPERATING EXPENSE
OLSSON INC.	\$13,812.75	CONSULTANT
OMAHA DOOR & WINDOW CO INC	\$532.78	REPAIRS & MAINTENANCE
OMAHA SLINGS INCORPORATED	\$577.49	SUPPLIES
OMAHA WORLD HERALD	\$626.52	ADVERTISEMENT
OMNI ENGINEERING	\$13,594.68	STREET MAINTENANCE SUPLS
ONE SOURCE THE BACKGROUND CHECK COMPANY	\$78.00	CONSULTANT
O'REILLY AUTOMOTIVE INC	\$76.34	EQUIPMENT/PARTS
PALM BEACH VAPORS	\$100.00	REFUND
PAPILLION SANITATION	\$5,962.60	SOLID WASTE DISPOSAL
PARAMOUNT GAS PRODUCTS LLC	\$3,155.03	SAFETY EQUIP & MAINTENANCE
PARAMOUNT LINEN & UNIFORMS	\$319.45	DODGE OPERATING EXPENSE
PASSPORT LABS INC	\$550.00	PARKING FEES
PAYPAL INC	\$19.95	FEES
PEERLESS COMPACTION GROUTING INC	\$29,962.59	CONSTRUCTION
PEERLESS WIPING CLOTH CO	\$750.00	SUPPLIES
PEPSI BEVERAGES CO	\$234.44	DODGE OPERATING EXPENSE
PER MAR SECURITY & RESEARCH CORP	\$112.37	ALARM SECURITY
PETROLEUM TRADERS CORPORATION	\$27,486.01	FUEL
PIP MARKETING SIGNS & PRINT	\$595.16	PROFESSIONAL SVCS
PITNEY BOWES GLOBAL FINANCIAL LLC	\$975.18	POSTAGE & LEASE
PLACZEK STUDIOS, INC.	\$450.00	SERVICE LABOR
POTTAWATTAMIE COUNTY SHERIFF	\$20,740.00	INMATE COST
POTTERS INDUSTRIES LLC	\$1,272.00	STREET MAINTENANCE SUPLS
PREMIER GLAZER'S BEER & BEVERA	\$149.63	DODGE OPERATING EXPENSE
PRIME COMMUNICATIONS INC	\$21,690.24	HARDWARE/SOFTWARE
PROQUEST LP	\$1,118.00	SUBSCRIPTION
R K LEWIS LLC	\$150.00	HARDWARE/SOFTWARE
RACHEL NELSEN	\$100.00	REFUND
RDG GEOSCIENCE & ENGINEERING INC	\$590.50	PROFESSIONAL SVCS
RDG PLANNING & DESIGN	\$250.00	REFUND
RECORDED BOOKS LLC	\$1,456.73	DVD/AUDIO/CD

RELIANCE STANDARD LIFE INSURANCE CO	\$40,520.99	PAYROLL RELATED
RELIANT FIRE APPARATUS INC	\$1,253.65	EQUIPMENT/PARTS
REPORTING SERVICES LLC	\$997.30	PROFESSIONAL SVCS
RESPOND FIRST AID SYSTEMS	\$202.40	MEDICAL SUPPLIES
REVOLUTION WRAPS LLC	\$2,237.60	ADVERTISEMENT
REX R PETERSEN JR	\$1,321.00	PROFESSIONAL SVCS
RICHARD REESE	\$400.00	PROFESSIONAL SVCS
RICHARD WADE	\$438.07	REIMB EMPLOYEE EXPENSE
RICOH USA INC	\$45.33	LEASE
RIVERS EDGE PRODUCTION	\$750.00	MAC OPERATING EXPENSE
RLKM INC	\$5,520.20	REPAIRS & MAINTENANCE
RUETER & ZENOR CO	\$902.92	EQUIPMENT/PARTS
SAFETY KLEEN CORPORATION	\$526.46	SERVICE LABOR
SANDRY FIRE SUPPLY LLC	\$213.83	SUPPLIES
SAPP BROTHERS INC	\$1,620.25	FUEL
SARA SCHNEIDER	\$5.00	REFUND
SAVANT CORPORATION	\$148.00	EQUIPMENT/PARTS
SECURITY EQUIPMENT INCORPORATED	\$372.00	ALARM SECURITY
SHAWN D BOGARDUS	\$2,095.00	REPAIRS & MAINTENANCE
SHERWIN WILLIAMS	\$590.58	SUPPLIES
SIGN-MOBILE	\$125.00	PROFESSIONAL SVCS
SIGNS NOW OMAHA LLC	\$900.00	PROFESSIONAL SVCS
SMARTWAVE TECHNOLOGIES LLC	\$24,168.29	HARDWARE/SOFTWARE
SNYDER & ASSOCIATES INC	\$41,451.52	CONSULTANT
SOLARWINDS INC	\$1,704.00	HARDWARE/SOFTWARE
SPECTRUM HOLDINGS INC	\$325.00	EQUIPMENT/PARTS
SPRINT SOLUTIONS INC	\$59.24	CELL PHONE
STERN OIL CO INC	\$2,978.20	SUPPLIES
STREICHER'S INC	\$6,639.99	SUPPLIES
STUDIO 15 COMMERCIAL INTERIORS INC	\$95,640.62	PROFESSIONAL SVCS
SUSPENSION SHOP INC	\$495.02	EQUIPMENT/PARTS
SWAGIT PRODUCTIONS LLC	\$1,375.00	PROFESSIONAL SVCS

SYSCO - LINCOLN	\$8,351.38	DODGE OPERATING EXPENSE
TED'S MOWER SALES & SERVICE INC	\$3,271.70	EQUIPMENT/PARTS
TERESA J NOONAN SOLE MBR	\$660.00	HARDWARE/SOFTWARE
TERRY GILMORE	\$720.00	TRAINING
THE ABY MANUFACTURING GROUP INC	\$328.50	SUPPLIES
THE DAVEY TREE EXPERT COMPANY	\$7,287.50	TREE WORK
THE OFFICE CLEANERS	\$3,918.29	JANITORIAL SERVICE
THE RETROFIT COMPANIES INC	\$3,437.25	SERVICE LABOR
THE SCOTTS MIRACLE-GRO COMPANY	\$5,575.50	SERVICE LABOR
THE TRANZONIC COMPANIES	\$1,203.03	UNIFORMS
THERESA DEWITT	\$32.48	REIMB EMPLOYEE EXPENSE
THERMAL SERVICES	\$5,190.88	REPAIRS & MAINTENANCE
THERMO KING CHRISTENSEN	\$344.13	SUPPLIES
TITAN MACHINERY INC	\$6,211.00	EQUIPMENT/PARTS
TOYNE INC	\$451.65	EQUIPMENT/PARTS
TRACY SIMPSON	\$9.86	REIMB EMPLOYEE EXPENSE
TRANS IOWA EQUIPMENT LLC	\$533.27	EQUIPMENT/PARTS
TRANSIT AUTHORITY OF THE CITY OF OMAHA	\$58,578.00	BUS SERVICE
TRISHA D ALFERS	\$11.72	REIMB EMPLOYEE EXPENSE
TS DEVELOPMENT LLC	\$16,575.00	DEVLPMNT CONTRACT
U S AUTO FORCE	\$2,462.00	EQUIPMENT/PARTS
UMR	\$902.62	DODGE OPERATING EXPENSE
UNDERGROUND LOCATION COMPANY	\$1,167.50	PROFESSIONAL SVCS
UNDERWRITERS LABORATORIES INC	\$1,890.00	PROFESSIONAL SVCS
UNION BANK & TRUST	\$2.00	DODGE OPERATING EXPENSE
UNION BANK & TRUST FSA	\$3.50	DODGE OPERATING EXPENSE
UNITED HEALTHCARE	\$497.48	REFUND
UNITED PARCEL SERVICE	\$45.06	FREIGHT/POSTAGE
UNIVERSITY OF IOWA	\$220.00	PROFESSIONAL SVCS
US BANK	\$96,196.56	CREDIT CARD PURCHASES
VANDER HAAG'S INCORPORATED	\$62.48	EQUIPMENT/PARTS
VEHICLE MAINTENANCE PROGRAM INC	\$4,784.00	SUPPLIES

VERIZON WIRELESS SERVICES LLC	\$5,477.94	CELL PHONE
VERMEER SALES & SERVICE INC	\$792.62	EQUIPMENT/PARTS
VERTIV CORPORATION	\$3,682.10	REPAIRS & MAINTENANCE
VISION INDUSTRIAL SALES INC	\$3,391.65	SUPPLIES
VOICE & DATA SYSTEMS INC	\$228.00	TELEPHONE
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	\$7,515.00	PAYROLL RELATED
VULCAN INDUSTRIES INCORPORATED	\$3,225.00	SUPPLIES
W.W. GRAINGER, INC.	\$447.33	EQUIPMENT/PARTS
WASTE CONNECTIONS OF IOWA	\$296,718.74	HOUSEHOLD TRASH
WASTE CONNECTIONS OF IOWA	\$52.50	DODGE OPERATING EXPENSE
WEST BROADWAY CLINIC P C	\$7,005.00	WELLNESS PROGRAM?
WEST PUBLISHING CORPORATION	\$695.47	SUBSCRIPTION
WESTERN ENGINEERING COMPANY INC	\$92,410.51	CONSTRUCTION
WESTERN OILFIELDS SUPPLY COMPANY	\$30,581.69	RENTAL EXPS
WINDSTREAM CORPORATION	\$2,500.00	TELEPHONE
WOODHOUSE FORD CHRYLSER INC	\$211.47	EQUIPMENT/PARTS
YAMAHA MOTOR FINANCE ACH	\$652.24	DODGE OPERATING EXPENSE
YANT EQUIPMENT	\$1,218.44	REPAIRS & MAINTENANCE
YMCA OF GREATER OMAHA	\$720.00	DUES/MEMBERSHIP
YVONNE RODRIGUEZ	\$63.68	REIMB EMPLOYEE EXPENSE
ZACHARY W SADLER	\$272.00	REIMB EMPLOYEE EXPENSE
ZIMCO SUPPLY CO	\$439.20	DODGE OPERATING EXPENSE
TOTAL	\$10,573,620.31	

**CITY OF COUNCIL BLUFFS
EXPENDITURES
OCTOBER FY20
(\$'S)**

PAYEE	AMOUNT	BUSINESS PURPOSE
HAWKINS CONSTRUCTION COMPANY	\$2,654,228.51	CONSTRUCTION
EMPLOYEE PAYROLL	\$1,837,967.05	CITY PAYROLL
EFTPS	\$517,372.24	PAYROLL RELATED
BLUFFS PAVING & UTILITY INC	\$502,421.91	CONSTRUCTION
MFPRSI	\$444,318.58	PAYROLL RELATED
EMPLOYERS MUTUAL CASUALTY COMPANY	\$423,957.97	INSURANCE
COMPASS UTILITY LLC	\$316,981.35	CONSTRUCTION
WASTE CONNECTIONS OF IOWA	\$296,718.74	HOUSEHOLD TRASH
COUNCIL BLUFFS AIRPORT AUTHORITY	\$272,728.86	AIRPORT AUTH TAX
IPERS	\$197,088.25	PAYROLL RELATED
CONVERGEONE INC	\$170,936.91	HARDWARE/SOFTWARE
HGM ASSOCIATES INC	\$170,889.84	CONSULTANT
COUNCIL BLUFFS CONVENTION & VISITORS BUREAU	\$170,000.00	CONTRIBUTIONS
KARL CHEVROLET, INC.	\$169,438.26	VEHICLES
MIDAMERICAN ENERGY COMPANY	\$156,880.33	ELECTRICITY
MAC PAYROLL	\$133,124.31	MAC OPERATING EXPENSE
IOWA DEPT OF REVENUE	\$118,419.00	PAYROLL RELATED
CARLEY CONSTRUCTION LLC	\$116,902.50	CONSTRUCTION
KELTEK, INCORPORATED	\$115,273.91	EQUIPMENT/PARTS
US BANK	\$96,196.56	CREDIT CARD PURCHASES
STUDIO 15 COMMERCIAL INTERIORS INC	\$95,640.62	PROFESSIONAL SVCS
WESTERN ENGINEERING COMPANY INC	\$92,410.51	CONSTRUCTION
HARMS OIL COMPANY	\$75,300.30	FUEL
IOWA WASTE SERVICES HOLDINGS INC	\$69,484.71	SOLID WASTE DISPOSAL
NATIONWIDE RETIREMENT SOLUTIONS INC	\$63,935.98	PAYROLL RELATED

TRANSIT AUTHORITY OF THE CITY OF OMAHA	\$58,578.00	BUS SERVICE
SNYDER & ASSOCIATES INC	\$41,451.52	CONSULTANT
RELIANCE STANDARD LIFE INSURANCE CO	\$40,520.99	PAYROLL RELATED
DODGE PAYROLL	\$40,236.91	DODGE OPERATING EXPENSE
LYMAN RICHEY CORPORATION	\$40,203.00	STREET MAINTENANCE SUPLS
WESTERN OILFIELDS SUPPLY COMPANY	\$30,581.69	RENTAL EXPS
BERT GURNEY & ASSOCIATES INC	\$29,964.41	EQUIPMENT/PARTS
PEERLESS COMPACTION GROUTING INC	\$29,962.59	CONSTRUCTION
CUMMINS SALES & SERVICE	\$27,694.94	EQUIPMENT/PARTS
PETROLEUM TRADERS CORPORATION	\$27,486.01	FUEL
JEFF PAULSON	\$24,930.00	CONSTRUCTION
SMARTWAVE TECHNOLOGIES LLC	\$24,168.29	HARDWARE/SOFTWARE
ARMOUR INDUSTRIES, INC.	\$24,108.11	EQUIPMENT/PARTS
ANDERSON EXCAVATING CO. INC.	\$23,529.68	CONSTRUCTION
PRIME COMMUNICATIONS INC	\$21,690.24	HARDWARE/SOFTWARE
COX MEDIA, LLC	\$20,810.49	PHONE/INTERNET SVC
POTTAWATTAMIE COUNTY SHERIFF	\$20,740.00	INMATE COST
NEBRASKA SALT & GRAIN CO	\$17,238.13	STREET MAINTENANCE SUPLS
TS DEVELOPMENT LLC	\$16,575.00	DEVLPMNT CONTRACT
BLACK & VEATCH CORPORATION	\$16,053.50	CONSULTANT
LP BUILDING SERVICES GROUP	\$15,980.00	JANITORIAL SERVICE
JEO CONSULTING GROUP INC	\$14,293.75	CONSULTANT
CELLEBRITE USA INC	\$13,875.00	HARDWARE/SOFTWARE
OLSSON INC.	\$13,812.75	CONSULTANT
OMNI ENGINEERING	\$13,594.68	STREET MAINTENANCE SUPLS
COUNCIL BLUFFS WATER WORKS	\$12,379.04	WATER
CLARK EQUIPMENT COMPANY	\$12,000.00	EQUIPMENT/PARTS
ICMA RETIREMENT TRUST - 457	\$11,712.30	PAYROLL RELATED
ESRI	\$10,834.25	HARDWARE/SOFTWARE
MIDLANDS HUMANE SOCIETY	\$10,328.17	CONTRACT AGREEMENT
BLUFFS ELECTRIC INC	\$9,365.90	ELECTRICAL REPAIR
D&K PRODUCTS	\$9,323.45	DODGE OPERATING EXPENSE

MACONN ENTERPRISES LLC	\$9,211.80	MOWING/GROUNDS MAINT
NMC INC.	\$9,074.20	EQUIPMENT/PARTS
ARROW TOWING	\$8,835.00	TOWING/STORAGE/AUCTION
SYSCO - LINCOLN	\$8,351.38	DODGE OPERATING EXPENSE
CITY OF COUNCIL BLUFFS-FLEX	\$8,341.84	PAYROLL RELATED
COLLECTION SERVICES CENTER	\$8,295.80	PAYROLL RELATED
BAKER & TAYLOR INC	\$8,180.70	BOOKS/PERIODICALS/SUB
HEARTLAND TIRES & TREADS INC	\$8,088.45	TIRE REPLACEMENT/REPAIR
IP PATHWAYS LLC	\$8,073.50	HARDWARE/SOFTWARE
DODGE SALES TAX	\$7,755.00	DODGE OPERATING EXPENSE
MMC MECHANICAL CONTRACTORS INC	\$7,600.00	MAC OPERATING EXPENSE
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	\$7,515.00	PAYROLL RELATED
CITY OF COUNCIL BLUFFS2	\$7,345.99	MAC OPERATING EXPENSE
MID-AMERICA CLEANING SYSTEMS INC	\$7,297.58	EQUIPMENT/PARTS
THE DAVEY TREE EXPERT COMPANY	\$7,287.50	TREE WORK
WEST BROADWAY CLINIC P C	\$7,005.00	WELLNESS PROGRAM?
IOWA LAW ENFORCEMENT ACADEMY	\$6,875.00	TRAINING
O'KEEFE ELEVATOR COMPANY INC	\$6,657.72	PROFESSIONAL SVCS
STREICHER'S INC	\$6,639.99	SUPPLIES
MARCO HOLDINGS, LLC	\$6,372.94	COPY/PRINTER MAINTANCE
ELECTRIC PUMP	\$6,246.26	EQUIPMENT/PARTS
TITAN MACHINERY INC	\$6,211.00	EQUIPMENT/PARTS
JEREDITH BRANDS LLC	\$5,986.50	JANITORIAL SERVICE
IOWA DEPARTMENT OF REVENUE	\$5,970.00	MAC OPERATING EXPENSE
PAPILLION SANITATION	\$5,962.60	SOLID WASTE DISPOSAL
MECHANICAL INC	\$5,883.00	MAC OPERATING EXPENSE
ELAVON INC	\$5,703.38	FEES
ADVANCED DATA PROCESSING, INC	\$5,651.65	AMBULANCE BILLING FEE
THE SCOTTS MIRACLE-GRO COMPANY	\$5,575.50	SERVICE LABOR
MUNICO CORP	\$5,565.00	SUPPLIES
RLKM INC	\$5,520.20	REPAIRS & MAINTENANCE
MIDWEST TAPE, LLC	\$5,490.75	DVD/AUDIO/CD

VERIZON WIRELESS SERVICES LLC	\$5,477.94	CELL PHONE
D & K PRODUCTS	\$5,469.50	SUPPLIES
ARNOLD MOTOR SUPPLY, LLP	\$5,234.40	EQUIPMENT/PARTS
ADVANTAGE ARCHIVES LLC	\$5,205.00	SUBSCRIPTION
THERMAL SERVICES	\$5,190.88	REPAIRS & MAINTENANCE
LANDSCAPES MGMT COMPANY	\$5,150.00	DODGE OPERATING EXPENSE
CITY OF COUNCIL BLUFFS-DEPENDENT	\$5,040.90	PAYROLL RELATED
IOWA WESTERN COMMUNITY COLLEGE	\$5,000.00	PROFESSIONAL SVCS
MUNICIPAL CODE CORPORATION	\$4,875.00	WEB HOST FEES
VEHICLE MAINTENANCE PROGRAM INC	\$4,784.00	SUPPLIES
CFI TIRE SERVICE	\$4,768.50	TIRE REPLACEMENT/REPAIR
ADVANCE SERVICES, INC	\$4,660.69	CONTRACT LABOR
ABE'S TRASH SERVICE INC	\$4,600.00	REFUSE COLLECTION
HEININGER CONSTRUCTION LLC	\$4,505.00	CONSTRUCTION
DAILY NONPAREIL	\$4,303.45	ADVERTISEMENT
INTEGRATED COMPUTER SOLUTIONS, INC.	\$4,139.00	HARDWARE/SOFTWARE
DONALD W MATHEWS	\$3,959.51	VEHICLE REPAIR
BOBCAT OF OMAHA	\$3,926.83	EQUIPMENT/PARTS
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,920.00	PAYROLL RELATED
THE OFFICE CLEANERS	\$3,918.29	JANITORIAL SERVICE
LANDSCAPES UNLIMITED	\$3,913.40	DODGE OPERATING EXPENSE
FLEET US LLC	\$3,888.00	SUPPLIES
DMG INC	\$3,875.00	ELECTRICAL REPAIR
ECHO GROUP	\$3,811.86	SUPPLIES
AGRIVISION EQUIPMENT GROUP	\$3,790.95	EQUIPMENT/PARTS
CONSOLIDATED ELECTRICAL DISTR, INC	\$3,761.71	SUPPLIES
CHAMPLIN TIRE RECYCLING INC	\$3,689.00	TIRE DISPOSAL
VERTIV CORPORATION	\$3,682.10	REPAIRS & MAINTENANCE
CITY OF COUNCIL BLUFFS	\$3,629.39	DODGE OPERATING EXPENSE
NEIL L ARBOGAST	\$3,595.25	PROFESSIONAL SVCS
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$3,480.00	PAYROLL RELATED
EHRHART GRIFFIN & ASSOCIATES INC	\$3,475.00	CONSULTANT

LOGAN CONTRACTORS SUPPLY INC	\$3,445.00	SUPPLIES
THE RETROFIT COMPANIES INC	\$3,437.25	SERVICE LABOR
VISION INDUSTRIAL SALES INC	\$3,391.65	SUPPLIES
ACUSHNET COMPANY	\$3,378.76	DODGE OPERATING EXPENSE
ALL WEATHER SERVICES LLC	\$3,355.00	PROFESSIONAL SVCS
TED'S MOWER SALES & SERVICE INC	\$3,271.70	EQUIPMENT/PARTS
VULCAN INDUSTRIES INCORPORATED	\$3,225.00	SUPPLIES
DATA POWER TECHNOLOGY LLC	\$3,221.00	REPAIRS & MAINTENANCE
IMPACT7G INC	\$3,182.50	PROFESSIONAL SVCS
PARAMOUNT GAS PRODUCTS LLC	\$3,155.03	SAFETY EQUIP & MAINTENANCE
MILLS COUNTY SHERIFF'S DEPARTMENT	\$3,144.75	GRANT REIMBURSEMENT
DALES TRASH SERVICE INC	\$3,083.00	RENTAL EXPS
FRATERNAL ORDER OF POLICE	\$3,080.00	PAYROLL RELATED
LOCKTON CO, LLC-KC SERIES	\$3,066.00	DODGE OPERATING EXPENSE
NAPA AUTO PARTS	\$2,995.45	EQUIPMENT/PARTS
STERN OIL CO INC	\$2,978.20	SUPPLIES
ASPHALT & CONCRETE MATERIALS CO.	\$2,928.31	STREET MAINTENANCE SUPLS
FACTORY MOTOR PARTS	\$2,621.77	EQUIPMENT/PARTS
ODEYS INC	\$2,592.00	EQUIPMENT/PARTS
ECHO ELECTRIC SUPPLY	\$2,545.29	MAC OPERATING EXPENSE
WINDSTREAM CORPORATION	\$2,500.00	TELEPHONE
ERRIN K GUNDERSON	\$2,497.92	MOWING/GROUNDS MAINT
U S AUTO FORCE	\$2,462.00	EQUIPMENT/PARTS
GREAT PLAINS UNIFORMS	\$2,449.00	UNIFORMS
MICHAEL O'BRADOVICH	\$2,400.00	PROFESSIONAL SVCS
MITCHELL AND ASSOCIATES INC	\$2,400.00	CONSULTANT
CONSTELLATION NEWENERGY-GAS DIVISION, LLC	\$2,395.68	NATURAL GAS
MURPHY TRACTOR & EQUIPMENT CO CORP	\$2,378.11	EQUIPMENT/PARTS
MCINTOSH PLUMBING INC	\$2,358.05	PLUMBING NEW OR REPAIR
REVOLUTION WRAPS LLC	\$2,237.60	ADVERTISEMENT
DODGE BANK & CR CARD FEES	\$2,190.93	DODGE OPERATING EXPENSE
AMPED ELECTRIC	\$2,108.56	ELECTRICAL REPAIR

SHAWN D BOGARDUS	\$2,095.00	REPAIRS & MAINTENANCE
BLACK HILLS UTILITY HOLDINGS, INC.	\$2,050.83	NATURAL GAS
LSNB AS TRUSTEE FOR POST EMPLOY HLTH PLAN	\$2,000.00	PAYROLL RELATED
ECOSOLUTIONS LLC	\$1,985.00	SUPPLIES
ENDRESS & HAUSER	\$1,951.89	SUPPLIES
UNDERWRITERS LABORATORIES INC	\$1,890.00	PROFESSIONAL SVCS
FIRST NATIONAL BANK PCARDS ACH	\$1,827.95	DODGE OPERATING EXPENSE
CITY TREASURER	\$1,800.12	DODGE OPERATING EXPENSE
DONNA L TROUT	\$1,750.00	PROFESSIONAL SVCS
CONTINENTAL FIRE SPRINKLER CO	\$1,705.20	PROFESSIONAL SVCS
SOLARWINDS INC	\$1,704.00	HARDWARE/SOFTWARE
DEZURIK INC	\$1,663.40	SUPPLIES
SAPP BROTHERS INC	\$1,620.25	FUEL
RECORDED BOOKS LLC	\$1,456.73	DVD/AUDIO/CD
J & R LIQUOR	\$1,428.89	MAC OPERATING EXPENSE
SWAGIT PRODUCTIONS LLC	\$1,375.00	PROFESSIONAL SVCS
REX R PETERSEN JR	\$1,321.00	PROFESSIONAL SVCS
ANTHONY AND RUBIE CZERWINSKI	\$1,305.00	PROPERTY ACQUISITION
GREAT OUTDOORS LAWN & LANDSCAPE	\$1,300.00	SERVICE LABOR
POTTERS INDUSTRIES LLC	\$1,272.00	STREET MAINTENANCE SUPLS
OCLC INC	\$1,255.86	SUBSCRIPTION
RELIANT FIRE APPARATUS INC	\$1,253.65	EQUIPMENT/PARTS
YANT EQUIPMENT	\$1,218.44	REPAIRS & MAINTENANCE
THE TRANZONIC COMPANIES	\$1,203.03	UNIFORMS
MARK A WARNEKE	\$1,200.00	REPAIRS & MAINTENANCE
UNDERGROUND LOCATION COMPANY	\$1,167.50	PROFESSIONAL SVCS
HORWATH LAUNDRY MACHINERY CO	\$1,124.09	EQUIPMENT/PARTS
PROQUEST LP	\$1,118.00	SUBSCRIPTION
DAVIS EQUIPMENT CORPORATION	\$1,064.96	EQUIPMENT/PARTS
CALLAWAY	\$1,050.06	DODGE OPERATING EXPENSE
INLAND TRUCK PARTS COMPANY INC	\$1,009.68	EQUIPMENT/PARTS
REPORTING SERVICES LLC	\$997.30	PROFESSIONAL SVCS

PITNEY BOWES GLOBAL FINANCIAL LLC	\$975.18	POSTAGE & LEASE
AQSEPTENCE GROUP INC	\$969.33	EQUIPMENT/PARTS
BOUND TO STAY BOUND BOOKS INC	\$949.86	BOOKS/PERIODICALS/SUB
ABM	\$937.25	JANITORIAL SERVICE
LYMAN-RICHEY SAND & GRAVEL CO	\$930.77	DODGE OPERATING EXPENSE
LAWSON PRODUCTS INC	\$904.56	SUPPLIES
RUETER & ZENOR CO	\$902.92	EQUIPMENT/PARTS
UMR	\$902.62	DODGE OPERATING EXPENSE
SIGNS NOW OMAHA LLC	\$900.00	PROFESSIONAL SVCS
BLUFFS TAXI & COURIER	\$872.25	TRANSIT SERVICES
CENGAGE LEARNING INC	\$855.70	BOOKS/PERIODICALS/SUB
KONICA MINOLTA BUSINESS SOLUTIONS USA	\$812.00	LEASE
OLD MARKET VENTURES	\$794.30	MAC OPERATING EXPENSE
VERMEER SALES & SERVICE INC	\$792.62	EQUIPMENT/PARTS
MIDWEST GLASS	\$773.96	REPAIRS & MAINTENANCE
FELD FIRE	\$765.00	EQUIPMENT/PARTS
MAX I WALKER UNIFORM & APPAREL	\$754.74	UNIFORMS
PEERLESS WIPING CLOTH CO	\$750.00	SUPPLIES
RIVERS EDGE PRODUCTION	\$750.00	MAC OPERATING EXPENSE
MIDWEST LABORATORIES INC	\$737.30	PROFESSIONAL SVCS
TERRY GILMORE	\$720.00	TRAINING
YMCA OF GREATER OMAHA	\$720.00	DUES/MEMBERSHIP
BROADCAST MUSIC INC	\$711.00	DUES/MEMBERSHIP
MIDWEST TURF & IRRIGATION	\$703.65	EQUIPMENT/PARTS
ENTERPRISE FM TRUST	\$699.88	RENTAL EXPS
FABCO GENERATORS	\$697.07	EQUIPMENT/PARTS
JONES AUTOMOTIVE	\$696.60	EQUIPMENT/PARTS
WEST PUBLISHING CORPORATION	\$695.47	SUBSCRIPTION
HEARTLAND CO-OP	\$692.00	FUEL
CENTURYLINK	\$676.88	TELEPHONE
GALLS PARENT HOLDING, LLC	\$674.63	EQUIPMENT/PARTS
METOLIUS LLC	\$670.00	DODGE OPERATING EXPENSE

TERESA J NOONAN SOLE MBR	\$660.00	HARDWARE/SOFTWARE
YAMAHA MOTOR FINANCE ACH	\$652.24	DODGE OPERATING EXPENSE
FIRE SERVICE TRAINING BUREAU	\$650.00	TRAINING
DRAKE-WILLIAMS STEEL INC	\$635.00	REPAIRS & MAINTENANCE
OMAHA WORLD HERALD	\$626.52	ADVERTISEMENT
DOLL DISTRIBUTING LLC	\$605.75	DODGE OPERATING EXPENSE
K9 BED BUG DETECTION OF NEBRASKA LLC	\$600.00	PROFESSIONAL SVCS
DOLL DISTRIBUTING INC	\$596.00	MAC OPERATING EXPENSE
PIP MARKETING SIGNS & PRINT	\$595.16	PROFESSIONAL SVCS
SHERWIN WILLIAMS	\$590.58	SUPPLIES
RDG GEOSCIENCE & ENGINEERING INC	\$590.50	PROFESSIONAL SVCS
OMAHA SLINGS INCORPORATED	\$577.49	SUPPLIES
PASSPORT LABS INC	\$550.00	PARKING FEES
DIAMOND MOWERS INC	\$548.81	REPAIRS & MAINTENANCE
MIDWEST TURF & IRRIGATION	\$536.95	DODGE OPERATING EXPENSE
GENERAL FIRE & SAFETY EQUIPMENT COMPANY OF	\$535.00	EQUIPMENT/PARTS
TRANS IOWA EQUIPMENT LLC	\$533.27	EQUIPMENT/PARTS
OMAHA DOOR & WINDOW CO INC	\$532.78	REPAIRS & MAINTENANCE
SAFETY KLEEN CORPORATION	\$526.46	SERVICE LABOR
CHILD SUPPORT SERVICES DIVISION	\$514.32	PAYROLL RELATED
INDUSTRIAL SALES COMPANY INC	\$512.82	SUPPLIES
ALLIED ELECTRONICS INCORPORATED	\$509.01	SUPPLIES
UNITED HEALTHCARE	\$497.48	REFUND
NEBRASKA CHILD SUPPORT PAYMENT CTR	\$496.62	PAYROLL RELATED
SUSPENSION SHOP INC	\$495.02	EQUIPMENT/PARTS
DAVID W WOODY	\$494.60	SUPPLIES
GEORGE DARNELL	\$492.00	VETERINARIAN SVC/SUPPLIES
COUNCIL BLUFFS WINSUPPLY	\$489.77	SUPPLIES
C & J INDUSTRIAL SUPPLY	\$481.10	JANITORIAL SERVICE
J FULCHER INC	\$476.50	EQUIPMENT/PARTS
EDWARDS CHEVROLET-CADILLAC INC	\$473.73	EQUIPMENT/PARTS
CANON SOLUTIONS AMERICA INC	\$468.09	COPY/PRINTER MAINTANCE

FIRST WIRELESS INC	\$459.50	EQUIPMENT/PARTS
TOYNE INC	\$451.65	EQUIPMENT/PARTS
PLACZEK STUDIOS, INC.	\$450.00	SERVICE LABOR
W.W. GRAINGER, INC.	\$447.33	EQUIPMENT/PARTS
AG SOLUTIONS GROUP LLC	\$446.08	EQUIPMENT/PARTS
LANDSCAPES GOLF MANAGEMENT LLC	\$439.65	DODGE OPERATING EXPENSE
ZIMCO SUPPLY CO	\$439.20	DODGE OPERATING EXPENSE
RICHARD WADE	\$438.07	REIMB EMPLOYEE EXPENSE
NEBRASKA AIR FILTER INC	\$429.55	SUPPLIES
BOFA	\$428.05	MAC OPERATING EXPENSE
JOHNSON HARDWARE CO	\$406.79	MAC OPERATING EXPENSE
RICHARD REESE	\$400.00	PROFESSIONAL SVCS
BARTON SOLVENTS INC	\$382.85	SUPPLIES
J.B. POINDEXTER & CO., INC.	\$376.43	EQUIPMENT/PARTS
HOSE & HANDLING INC.	\$373.52	EQUIPMENT/PARTS
SECURITY EQUIPMENT INCORPORATED	\$372.00	ALARM SECURITY
CREDIT MANAGEMENT, LP	\$361.90	COLLECTION FEE
KEARNEY POLICE DEPT	\$350.00	REFUND
A + UNITED RADIATOR REPAIR INC.	\$345.00	REPAIRS & MAINTENANCE
THERMO KING CHRISTENSEN	\$344.13	SUPPLIES
LPL FINANCIAL LLC	\$332.42	DODGE TRUST REIMBURSEMENT
THE ABY MANUFACTURING GROUP INC	\$328.50	SUPPLIES
FASTENAL COMPANY	\$326.15	SUPPLIES
SPECTRUM HOLDINGS INC	\$325.00	EQUIPMENT/PARTS
IOWA DEPARTMENT OF REVENUE	\$324.38	PAYROLL RELATED
DXP ENTERPRISES INC	\$321.16	EQUIPMENT/PARTS
PARAMOUNT LINEN & UNIFORMS	\$319.45	DODGE OPERATING EXPENSE
CONTROL SERVICES INC	\$312.50	REPAIRS & MAINTENANCE
DEFIANCE, INC.	\$308.96	REPAIRS & MAINTENANCE
BUCK'S INC.	\$302.78	VEHICLE WASH
BRYAN PREGON	\$300.00	PROFESSIONAL SVCS
CAROLINA SOFTWARE INC	\$300.00	HARDWARE/SOFTWARE

KAYS CUSTOMS LLC	\$300.00	SERVICE LABOR
MIDWEST DISTRIBUTING CORPORATION	\$300.00	LEASE
MYRON WILDER	\$300.00	PROFESSIONAL SVCS
EVIDENT INC	\$290.80	SUPPLIES
GREATAMERICA FINANCIAL SERVICES CORP	\$286.94	LEASE
J.D. POWER	\$283.55	SUBSCRIPTION
MATHESON TRI GAS INC.	\$281.98	SUPPLIES
IOWA DIVISION OF LABOR SERVICES	\$280.00	FEES
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	\$280.00	PAYROLL RELATED
BACKSTAGE LIBRARY WORKS	\$279.36	SUBSCRIPTION
DOG & PONY PRODUCTIONS INC	\$275.00	MAC OPERATING EXPENSE
AQUA-CHEM INCORPORATED	\$272.00	SUPPLIES
ZACHARY W SADLER	\$272.00	REIMB EMPLOYEE EXPENSE
HARRIS GOLF CARS	\$257.51	DODGE OPERATING EXPENSE
ALEGENT HEALTH-BERGAN MERCY HEALTH SYSTEM	\$250.00	MEDICAL SUPPLIES
GABRIELLE & AUSTIN KUECHER	\$250.00	REFUND
RDG PLANNING & DESIGN	\$250.00	REFUND
AGRILAND F S INC	\$247.40	SUPPLIES
MCMULLEN FORD INC	\$241.47	EQUIPMENT/PARTS
DANA SCHOTT	\$240.00	MAC OPERATING EXPENSE
MOBOTREX INC	\$240.00	SUPPLIES
PEPSI BEVERAGES CO	\$234.44	DODGE OPERATING EXPENSE
KATHY A RIEGER	\$233.39	REIMB EMPLOYEE EXPENSE
BGNE INC.	\$228.96	SUPPLIES
VOICE & DATA SYSTEMS INC	\$228.00	TELEPHONE
UNIVERSITY OF IOWA	\$220.00	PROFESSIONAL SVCS
GOVDEALS INC	\$216.12	ONLINE PAYMENT FEES
CERTIFIED POWER INC	\$214.89	EQUIPMENT/PARTS
SANDRY FIRE SUPPLY LLC	\$213.83	SUPPLIES
WOODHOUSE FORD CHRYLSEY INC	\$211.47	EQUIPMENT/PARTS
RESPOND FIRST AID SYSTEMS	\$202.40	MEDICAL SUPPLIES
GLORIA KEMERY	\$200.00	PROFESSIONAL SVCS

MIDWEST TOURNAMENT ASSOCIATION	\$200.00	MAC OPERATING EXPENSE
CORNHUSKER INTERNATIONAL TRUCKS	\$195.79	EQUIPMENT/PARTS
DENNIS L. JONES	\$192.00	PROFESSIONAL SVCS
ELM USA INC	\$189.95	SUPPLIES
BOMGAARS SUPPLY INC	\$189.77	SUPPLIES
NATIONAL CONCRETE CUTTING INC	\$188.16	REPAIRS & MAINTENANCE
COUNCIL HITCH & TRUCK ACCESSORIES	\$180.00	EQUIPMENT/PARTS
ANNA HARTMANN	\$168.43	REIMB EMPLOYEE EXPENSE
ELBA E CERA	\$165.00	PROFESSIONAL SVCS
GREAT AMERICA FINANCIAL SERVICE	\$164.93	DODGE OPERATING EXPENSE
BURTON PLUMBING	\$163.00	PLUMBING NEW OR REPAIR
R K LEWIS LLC	\$150.00	HARDWARE/SOFTWARE
PREMIER GLAZER'S BEER & BEVERA	\$149.63	DODGE OPERATING EXPENSE
SAVANT CORPORATION	\$148.00	EQUIPMENT/PARTS
NATHAN J GEIER	\$145.15	REIMB EMPLOYEE EXPENSE
KRIHA FLUID POWER COMPANY INC.	\$142.30	EQUIPMENT/PARTS
DICK DEAN SERVICE INC.	\$139.90	REPAIRS & MAINTENANCE
HEIMAN INC.	\$132.85	SAFETY EQUIP & MAINTENANCE
SIGN-MOBILE	\$125.00	PROFESSIONAL SVCS
BONNIE K WEILAGE	\$122.69	REFUND
DOUGLAS COUNTY SHERIFF	\$120.00	TRAINING
EDWARD JAMES BREWSTER JR	\$120.00	PROFESSIONAL SVCS
COX BUSINESS	\$119.12	DODGE OPERATING EXPENSE
AHLERS & COONEY P.C	\$112.50	PROFESSIONAL SVCS
PER MAR SECURITY & RESEARCH CORP	\$112.37	ALARM SECURITY
GENIE SERVICE LLC	\$110.00	PEST CONTROL
ADIDAS AMERICA INC	\$105.75	DODGE OPERATING EXPENSE
ISU EXTENSION	\$105.00	TRAINING
ATHLETICO EXCEL NEBRASKA LLC	\$100.00	PROFESSIONAL SVCS
PALM BEACH VAPORS	\$100.00	REFUND
RACHEL NELSEN	\$100.00	REFUND
IOWA DEPARTMENT OF NATURAL RESOURCE	\$95.00	FEES

DULTMEIER SALES LLC	\$93.20	SUPPLIES
A & D TECHNICAL SUPPLY COMPANY	\$92.40	SUPPLIES
MARION L THOMAS	\$91.01	REFUND
GARAGE DOOR SERVICES	\$85.00	REPAIRS & MAINTENANCE
MICHAEL H HUGHES	\$84.37	REFUND
CB PRF FIRE FIGHTERS #15	\$79.00	PAYROLL RELATED
INTERSTATE POWERSYSTEMS	\$78.51	EQUIPMENT/PARTS
ONE SOURCE THE BACKGROUND CHECK COMPANY	\$78.00	CONSULTANT
O'REILLY AUTOMOTIVE INC	\$76.34	EQUIPMENT/PARTS
MIDWEST GANG INVESTIGATORS ASSOCIATION	\$75.00	TRAINING
JEAN A WELLMAN	\$73.78	REFUND
JACK L BARE	\$73.18	REFUND
MENARD INC.	\$71.88	SUPPLIES
MARLYS LIEN	\$67.05	REIMB EMPLOYEE EXPENSE
LINCOLN NATIONAL LIFE INS CO	\$66.22	DODGE OPERATING EXPENSE
MUTUAL OF OMAHA	\$65.90	DODGE OPERATING EXPENSE
KELSEY BOCKEN	\$64.61	REIMB EMPLOYEE EXPENSE
YVONNE RODRIGUEZ	\$63.68	REIMB EMPLOYEE EXPENSE
VANDER HAAG'S INCORPORATED	\$62.48	EQUIPMENT/PARTS
SPRINT SOLUTIONS INC	\$59.24	CELL PHONE
ELMAN	\$58.00	DODGE OPERATING EXPENSE
BILL'S WATER CONDITIONING	\$54.80	SUPPLIES
WASTE CONNECTIONS OF IOWA	\$52.50	DODGE OPERATING EXPENSE
CHRISTINE D ANDERSON	\$51.04	REIMB EMPLOYEE EXPENSE
DEBORAH WHITE	\$50.00	PROFESSIONAL SVCS
HUBER CHEVROLET CO INC	\$49.00	EQUIPMENT/PARTS
MID STATES BANK	\$48.94	MAC OPERATING EXPENSE
RICOH USA INC	\$45.33	LEASE
UNITED PARCEL SERVICE	\$45.06	FREIGHT/POSTAGE
AMERITAS LIFE INS CORP	\$43.45	DODGE OPERATING EXPENSE
JENNIFER SORENSEN-NELSON	\$42.45	REIMB EMPLOYEE EXPENSE
BENJAMIN E JOHNSON	\$42.44	REIMB EMPLOYEE EXPENSE

DEX MEDIA, INC.	\$41.50	ADVERTISEMENT
DANIELSON TECH SUPPLY	\$40.35	SUPPLIES
HAWKEYE TRUCK EQUIPMENT	\$38.64	EQUIPMENT/PARTS
AMERICAN NATIONAL BANK	\$36.00	BANK SERVICES
JAMIE N RUPPERT	\$35.84	REIMB EMPLOYEE EXPENSE
GENIE PEST CONTROL	\$35.00	DODGE OPERATING EXPENSE
THERESA DEWITT	\$32.48	REIMB EMPLOYEE EXPENSE
JP COOKE CO	\$28.94	DODGE OPERATING EXPENSE
JEFFS CAR WASH	\$24.00	VEHICLE WASH
LEE A DEWALD	\$21.23	REIMB EMPLOYEE EXPENSE
MELINDA MCCOLLOUGH	\$21.23	REIMB EMPLOYEE EXPENSE
PAYPAL INC	\$19.95	FEES
HENDERSON DISTRICT PUBLIC LIBRAIRES	\$15.00	REFUND
AMERICAN MESSAGING SERVICES LLC	\$14.19	TELEPHONE
TRISHA D ALFERS	\$11.72	REIMB EMPLOYEE EXPENSE
CREDIT INFORMATION SYSTEMS	\$11.00	PROFESSIONAL SVCS
KARI JEAN PETERSON	\$10.00	LEGAL CLAIM
TRACY SIMPSON	\$9.86	REIMB EMPLOYEE EXPENSE
SARA SCHNEIDER	\$5.00	REFUND
UNION BANK & TRUST FSA	\$3.50	DODGE OPERATING EXPENSE
UNION BANK & TRUST	\$2.00	DODGE OPERATING EXPENSE
TOTAL	\$10,573,620.31	

City of Council Bluffs

**Receipts by Fund
For the Month of October FY20**

General Fund	19,727,080.46
Special Revenue	2,978,060.01
Debt Service	3,163,107.62
Capital Project	10,754.70
Enterprise	1,711,941.82
Total Receipts	<u>27,590,944.61</u>

**Expenditures by Fund
For the Month of October FY20**

General Fund	5,176,120.47
Special Revenue	706,305.93
Debt Service	0.00
Capital Project	3,926,001.14
Enterprise	765,192.77
Total Expenditures	<u>10,573,620.31</u>

Transfer from City Operating Accounts

to Mid America Center	0.00
to Dodge Riverside	0.00
to River's Edge Parking Garage	0.00
Total Transfers	<u>0.00</u>

Council Communication

Department: Finance
Case/Project No.:
Submitted by: Kathryn Knott

Annual Financial Report
ITEM 3.I.

Council Action: 12/16/2019

Description

Background/Discussion
The Annual Financial Report for the City of Council Bluffs for the year ending June 30, 2019 was published in the Council Bluffs Daily Nonpareil on November 29, 2019.
The City of Council Bluffs is required to submit its Annual Financial Report with the Auditor of the State of Iowa.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Annual Financial Report	Resolution	12/6/2019

STATE OF IOWA 2019 FINANCIAL REPORT FISCAL YEAR ENDED JUNE 30, 2019 CITY OF COUNCIL BLUFFS, IOWA DUE: December 1, 2019	16207800400000 CITY OF COUNCIL BLUFFS 209 Pearl Street COUNCIL BLUFFS IA 51503-4270 POPULATION: 62230
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NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS				
	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	46308769		46,308,769	44,987,000
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	46,308,769		46,308,769	44,987,000
Delinquent Property Taxes	10,613		10,613	0
TIF Revenues	4,183,808		4,183,808	4,176,848
Other City Taxes	23,147,633	0	23,147,633	21,783,273
Licenses and Permits	7,390,984	9,865	7,400,849	4,621,650
Use of Money and Property	1,467,120	5,334	1,472,454	1,362,355
Intergovernmental	19,742,715	0	19,742,715	32,372,950
Charges for Fees and Service	5,722,772	13,322,685	19,045,457	20,649,048
Special Assessments	166,921	0	166,921	166,000
Miscellaneous	9,515,268	126,506	9,641,774	3,672,400
Other Financing Sources, Including Transfers in	33,177,764	2,505,731	35,683,495	30,278,211
Total Revenues and Other Sources	150,834,367	15,970,121	166,804,488	164,069,735
Expenditures and Other Financing Uses				
Public Safety	35,298,975		35,298,975	34,654,127
Public Works	10,569,511		10,569,511	10,818,124
Health and Social Services	170,108		170,108	152,137
Culture and Recreation	11,395,737		11,395,737	12,971,497
Community and Economic Development	4,018,199		4,018,199	5,758,794
General Government	14,872,830		14,872,830	17,205,236
Debt Service	10,812,070		10,812,070	10,527,678
Capital Projects	41,318,027		41,318,027	40,468,675
Total Governmental Activities Expenditures	128,455,457	0	128,455,457	132,556,268
Business type activities		15,905,911	15,905,911	16,173,192
Total All Expenditures	128,455,457	15,905,911	144,361,368	148,729,460
Other Financing Uses, Including Transfers Out	23,107,358	0	23,107,358	30,253,211
Total All Expenditures/and Other Financing Uses	151,562,815	15,905,911	167,468,726	178,982,671
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	-728,448	64,210	-664,238	-14,912,936
Beginning Fund Balance July 1, 2018	70,075,007	163,107,489	233,182,496	224,879,209
Ending Fund Balance June 30, 2019	69,346,559	163,171,699	232,518,258	209,966,273

NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds		Pension Trust Funds	
Private Purpose Trust Funds		Agency Funds	
Indebtedness at June 30, 2019	Amount	Indebtedness at June 30, 2019	Amount
General Obligation Debt	57,244,065	Other Long-Term Debt	1,257,142
Revenue Debt	3,780,000	Short-Term Debt	0
TIF Revenue Debt	3,839,769		
		General Obligation Debt Limit	262,999,374

Council Communication

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

Council Bluffs Water Works 2020 Budget
(R&F)
ITEM 3.J.

Council Action: 12/16/2019

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Budget Summary	Other	12/6/2019


ADOPTED BUDGET CERTIFICATE

To: The Council Bluffs City Council

At a meeting of the Board of Water Works Trustees, held after public hearing as required by law, on
(Governing Board)

11/19/19, the proposed budget for Calendar Year 2020 was adopted as summarized and attached hereto.
(xx/xx/xx) (specify fiscal or calendar and year)

Telephone
Area Code (712) 328-1006

 Board Secretary
(Signature)

Address Council Bluffs Water Works, P O Box 309
Council Bluffs, IA 51502

Record of Public Hearing and Adoption of Budget:

On 11/19/19, the Board of Water Works Trustees met for the purpose of conducting
(xx/xx/xx)
a public hearing on the proposed Calendar Year 2020 budget as published. Notice of time and place of hearing
(specify fiscal or calendar and year)
had been published on 11/08/19 in the The Daily Nonpareil and the affidavit of publication was
(xx/xx/xx) (newspaper)
available to file with the City Council.

The budget estimate was considered and taxpayers and residents heard for and against said estimate were as follows:

none

After giving opportunity for all desiring to be heard, the Board adopted the following budget resolution:

RESOLUTION 11-24-19 ADOPTING THE BUDGET FOR CALENDAR YEAR ENDING DECEMBER 31, 2020.


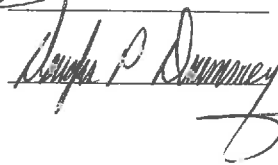
BE IT RESOLVED by the Board of Water Works Trustees: The budget for Calendar Year ending 12/31/20 as set
(specify fiscal or calendar) (xx/xx/xx)
forth in the Adopted Budget Summary and in the detailed budget in support thereof showing the estimated revenues
and expenditures for said budget year is accordance with the summary and detail as adopted.

Passed and approved on, 11/19/19 by the following vote: (list names)
(xx/xx/xx)

Ayes: Martin L. Brooks
Carl L. Heinrich
Maureen R. Kruse
Michael J. Wallner
Caitlin A. Beresford

Nays: None

Absent: None

 Martin L. Brooks, Chairperson
 Douglas P. Drummey, Secretary

ADOPTED BUDGET SUMMARY

Council Bluffs Water Works
 NAME OF ENTERPRISE
 Calendar Year: 2020
 (Specify fiscal or calendar year budget)

REVENUES & OTHER FINANCING SOURCES
 (Specify budget years)
 Budget CY 2020 Re-Estimated CY 2019 Actual CY 2018

Use of Money and Property	(line 398)	241	160,000	271	160,000	301	162,293
Charges for Services	(line 414)	243	12,793,000	273	12,693,000	303	11,891,759
Miscellaneous	(line 416)	245	475,000	275	472,000	305	1,907,279
Operating Transfers In	(line 417)	247		277		307	
Proceeds of Long Term Debt	(line 418)	248	3,300,000	278	1,576,000	308	149,000
Proceeds of Fixed Asset Sales	(line 419)	249	(5,000)	279	(5,000)	309	(2,605)
Total Revenues & Other Financing Sources		250	16,723,000	280	14,896,000	310	14,107,726

EXPENDITURES & TRANSFERS OUT							
Expenditures	(line 386)	255	17,475,000	285	14,265,000	315	13,288,399
Transfers Out	(line 387)	259		289		319	
Total Expenditures & Transfers Out		260	17,475,000	290	14,265,000	320	13,288,399

Excess of Revenues & Other Sources							
Over (Under) Expenditures & Transfers Out		261	(752,000)	291	631,000	321	819,327
BEGINNING Fund Balance	(line 390)	262	5,591,902	292	4,960,902	322	4,141,575
ENDING Fund Balance	(line 388)	263	4,839,902	293	5,591,902	323	4,960,902

Council Communication

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

Mayor's Appointments
ITEM 3.K.

Council Action: 12/16/2019

Description
Board of Appeals, Citizen/Police Advisory Board, Community Development Advisory Committee and Planning Commission

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

BOARD OF APPEALS
Appoint the following with term expiring 08/30/2023:
Larry Wohlers
128 Happy Hollow Blvd
Member at Large

CITIZEN/POLICE ADVISORY BOARD
Appoint the following with terms expiring 10/27/2025:

Timothy McIntyre
201 Highland Drive

John Patten
114 Norwood Drive

Michelle Thompson
3012 Ave K

Brenda Winship
201 Zenith Drive

COMMUNITY DEVELOPMENT ADVISORY COMMITTEE
Appoint the following with term expiring 12/31/2023:

Tracy Mathews
123 Shevi Drive

Reappoint the following with term expiring 12/31/2023:

Richard Heiningner
17 Cottner Drive

PLANNING COMMISSION
Appoint the following with term expiring 4/1/2025:

Lindsey Danielsen
819 Birchwood Circle

Recommendation

Council Communication

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

Claims
ITEM 3.L.

Council Action: 12/16/2019

Description

Background/Discussion

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Claims, 12.16.19	Other	12/9/2019

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51903

CITY CLAIM NO. 19-PD-2043

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Frank Baines DAY PHONE: 712 629 1011
ADDRESS: 25978 Pathfield Rd Glenwood Iowa 51534 DOR: 04-05-1957

DATE & TIME OF LOSS/ACCIDENT: 10-28-2019 14:11 hours
LOCATION OF LOSS/ACCIDENT: 1751 Madison Ave, Council Bluffs, Iowa

DESCRIPTION OF LOSS/ACCIDENT: Accident report was completed, case # 19-019700
I was driving north and stopped at the 3-way stop sign. I arrived first and fully stopped, officer Elonich arrived second. After stopping, I proceeded north through the intersection. As I advanced to the middle of the intersection, officer Elonich also advanced forward, very quickly and struck my car on the passenger side of the my car. Apparently he was called on a case and didn't see me. My car was totaled and I received minor injury's.

TOTAL DAMAGES CLAIMED: See attached list (USE BACK OF FORM, IF NECESSARY)
WITNESS(ES) (Name(s), Address(es), Phone No(s)): None came forward, although there was a video taken from the Hy-Vee parking lot.

WAS POLICE REPORT FILED YES NO
IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:
Went to the methodist hospital ER for routine check. Did x-rays, and the results were bruising with no apparent long-term injury. I was very sore for three or four days, so took anti-inflammatory medications as prescribed.

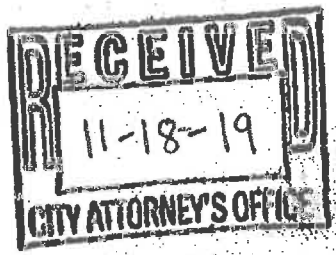
HAVE YOU RESUMED NORMAL ACTIVITIES? YES NO
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION:
2008 Mazda 6 I sport with 108,000 miles was totaled. Car was in excellent condition and new tires were put on the car this spring

LIST INSURANCE PROVIDER AND COVERAGE: Car insurance is provided by Grinnell Mutual.

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 714B(3) CODE OF IOWA)

11-18-19
DATE

[Signature]
CLAIMANT'S SIGNATURE



CLERK ROUN
18 NOV 19
PM 2:55

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51501

CITY CLAIM NO. 19-CD-2042

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Arbutus Walker DAY PHONE: 402-706-1184
ADDRESS: 928 3rd Ave. Council Bluffs, IA 51501 DOB: 8-24-140

DATE & TIME OF LOSS/ACCIDENT: 11/8/19 10:30 pm.
LOCATION OF LOSS/ACCIDENT: 215 S. 10th St. Council Bluffs, IA 51501

DESCRIPTION OF LOSS/ACCIDENT: Fire at vacant, city owned apartment (S. 10th)
Caused damage to property @ 928 3rd Ave, vehicle (89 Chevy Blazer)
in driveway + fence. + House

TOTAL DAMAGES CLAIMED: \$ ~~12,000~~ ~~12,000~~ (USE BACK OF FORM, IF NECESSARY)

WITNESS(ES) (Name(s), Address(es), Phone No(s)):
The Whole Neighborhood

WAS POLICE REPORT FILED YES NO
IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

HAVE YOU RESUMED NORMAL ACTIVITIES? YES NO

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

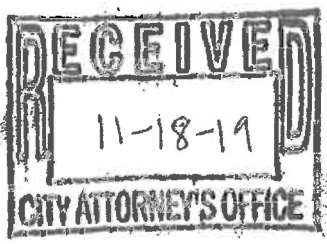
LIST INSURANCE PROVIDER AND COVERAGE: State Farm Homeowners Policy # 15.BV.8716.4
State Farm Auto Policy # 154.1411.824.15

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)

11-1-19
DATE

Arbutus Walker
CLAIMANT'S SIGNATURE



CLERK FOUND
18 NOV 19
PM 2:59

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

CITY CLAIM NO. 19-PW-2041

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Pamela Williams DAY PHONE: 616 466-6494
ADDRESS: 649 Parkwild Dr. Unit C-5 DOB: 5/23/62
DATE & TIME OF LOSS/ACCIDENT: 3/24/19 8:30am
LOCATION OF LOSS/ACCIDENT: Washington St
DESCRIPTION OF LOSS/ACCIDENT: See attached invoice

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 2,859.80

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

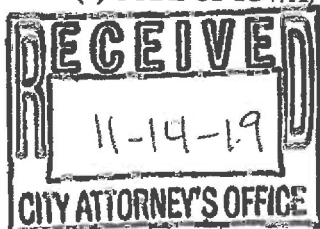
OTHER RELEVANT INFORMATION: See Attached Invoice.
Multiple Pot holes

LIST INSURANCE PROVIDER AND COVERAGE: N/A

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)

11/12/19
DATE



Pamela Williams
CLAIMANT'S SIGNATURE

CLERK RVD
14 NOV 19
PM 3:06

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

CITY CLAIM NO. 19-PW-2040

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Pamela Williams DAY PHONE: 616 466 6494
ADDRESS: 649 Parkview Dr. Unit C-5 DOB: 5/28/1962

DATE & TIME OF LOSS/ACCIDENT: March 3, 2019

LOCATION OF LOSS/ACCIDENT: 21st & Broadway

DESCRIPTION OF LOSS/ACCIDENT: Rear Tire replaced

Headed west on Broadway hit a pot hole. Tire
blew went directly to tires Plus which was across
the street.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 84.27

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

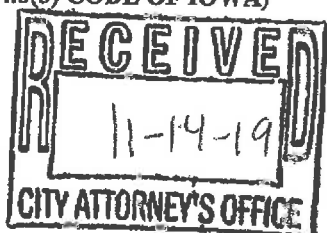
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION: See Invoice

LIST INSURANCE PROVIDER AND COVERAGE: N/A

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

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

DATE 11/12/19



Pamela Williams
CLAIMANT'S SIGNATURE

CLERK RVD
14 NOV 19
PM 3:06

Council Communication

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

Award Presentation by Sue Pitts
ITEM 4.A.

Council Action: 12/16/2019

Description

Background/Discussion

Recommendation

Council Communication

Department: Public Works Admin
Case/Project No.: PW 20-20
Submitted by: Matthew Cox, Public Works
Director

Resolution 19-276
ITEM 5.A.

Council Action: 12/16/2019

Description
Resolution approving the plans and specifications for the West Broadway Reconstruction, Segment 4. Project #PW20-20

Background/Discussion
West Broadway is a major arterial street and critical to the City’s roadway network. It serves as a significant commercial corridor and commuter route and its reconstruction is an essential part of the economic redevelopment plan for the west end of Council Bluffs. There is also a strong community desire to enhance the aesthetics of the corridor and to create a connection between the River’s Edge development and downtown Council Bluffs.
Segment 1 from 36th Street to 33rd Street and Segment 2 from 33rd Street to 28th Street are complete. Segment 3 from 28th Street to just west of 24th Street is substantially complete. Each of these previous phases included the replacement of pavement, traffic signals, street lights, sidewalks, storm sewers and streetscape amenities.
The Segment 4 project will completely rebuild West Broadway from just west of 24th Street to just west of 19th Street. Reconstruction will include the replacement of pavement, traffic signals, street lights, sidewalks, and storm sewers with drainage improvements as a major objective. The project also includes streetscape amenities such as decorative pedestrian lights, brick paver bands behind the curbs and at intersections, ornamental fencing, ornamental arms for street lights, concrete pavers in crosswalks, decorative paving in the center turn lane and at key intersections, a raised planted median, neighborhood masonry columns, and trees.
As a condition of the Transfer of Jurisdiction, Iowa DOT has provided \$20 million in funding for assuming ownership of the roadway previously identified as US-6. This project is included in the FY20 CIP with a budget of \$4,000,000 in IDOT funding, \$1,000,000 from GO Bonds, and the balance in Sales Tax Funds. The Iowa West Foundation has agreed to provide funding for the streetscape amenities which are estimated to be approximately \$1,338,000. The estimated construction cost for all project improvements is \$8,748,000.
The project schedule is as follows:

Hold Public Hearing	December 16, 2019
Bid Letting	January 16, 2020
Award	January 27, 2020
Construction Start	April 2020 (weather dependent)

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 19-276	Resolution	12/11/2019

**RESOLUTION
NO 19-276**

**RESOLUTION APPROVING THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
WEST BROADWAY RECONSTRUCTION, SEGMENT 4
PROJECT #PW20-20**

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 West Broadway Reconstruction, Segment 4; and

WHEREAS, A Notice of Public Hearing was published as required by law, and a public hearing was held on December 16, 2019.

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 West Broadway Reconstruction, Segment 4 Project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

December 16, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Parks and Recreation
Case/Project No.: Public Hearing for
MidAmerican Energy Corporation easement
Submitted by: Vincent M Martorello

Resolution 19-277
ITEM 5.B.

Council Action: 12/16/2019

Description
Resolution to hold a public hearing to grant an overhead and underground easement to Mid America Energy along the East and Southeast boundary of Dodge Riverside Golf Course, and along the north property line of Dodge Riverside Golf Course.

Background/Discussion
Mid America Energy wishes to acquire an overhead and underground electrical easement along the East and Southeast boundary of Dodge Riverside Golf Course, and along the north property line of Dodge Riverside Golf Course. The existing overhead wires along the northern property line of the golf course will remain and wires will be place underground along the east and south east property line of the golf course/ Harrah's Blvd.
This easement will provide MidAmerican Energy Corporation the ability to install new distribution and facilities to provide redundant service to customers on the west side of I-29, thereby increasing electric reliability in the area.

Recommendation
Approve Resolution

ATTACHMENTS:

Description	Type	Upload Date
Easement	Resolution	12/5/2019
Resolution 19-277	Resolution	12/11/2019

Prepared by and return to: Colby Hannasch 712-277-7581
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 401 Douglas St. Sioux City, Iowa 51101

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

Folder No.	<u>2019-5684</u>	State of	<u>Iowa</u>
Work Req. No.	<u>2019-2691624</u>	County of	<u>Pottawattamie</u>
Project No.	<u>A1175</u>	Section	<u>33</u> NW 1/4
		Township	<u>75</u> North
		Range	<u>44</u> West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **City of Council Bluffs, Pottawattamie County, Iowa, an Iowa municipal corporation**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove overhead and underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other necessary poles, wires and other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

PART OF SECTION 32, AND SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTWAWATTAMIE COUNTY, IOWA.

**EASEMENT AREA ONE (1):
AN OVERHEAD AND UNDERGROUND ELECTRIC EASEMENT DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 45, FERRY ADDITION TO COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH 88° 13' 04" EAST, ON THE SOUTH LINE OF SAID BLOCK 45, 569.31 FEET; THENCE SOUTH 6° 43' 20" EAST, 15.17 FEET; THENCE NORTH 88° 13' 04" WEST, 571.54 FEET; THENCE NORTH 1° 44' 01" EAST, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8,556 SQUARE FEET, MORE OR LESS.

**EASEMENT AREA TWO (2):
AN UNDERGROUND ELECTRIC EASEMENT DESCRIBED AS FOLLOWS:**

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 45, FERRY ADDITION TO COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH 88° 13' 04" EAST, ON THE SOUTH LINE OF SAID BLOCK 45, 569.31 FEET; THENCE SOUTH 6° 43' 20" EAST, 15.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 6° 43' 20" EAST, 259.48 FEET; THENCE SOUTHERLY ON A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 2,965.00 FEET, WHOSE ARC LENGTH IS 414.88 FEET, AND WHOSE CHORD BEARS SOUTH 2° 42' 49" EAST, 414.54 FEET; THENCE SOUTH 1° 17' 42" WEST, 175.08 FEET; THENCE SOUTH 0° 13' 15" WEST, 160.03 FEET; THENCE SOUTH 5° 35' 02" WEST, 40.11 FEET; THENCE SOUTH 1° 17' 42" WEST, 315.00 FEET; THENCE SOUTH 56° 01' 47" WEST, 134.59 FEET; THENCE SOUTH 42° 22' 50" WEST, 215.48 FEET; THENCE SOUTH 10° 04' 48" WEST, 30.81 FEET; THENCE SOUTH 43° 55' 29" WEST, 60.03 FEET; THENCE SOUTH 32° 49' 16" WEST, 71.84 FEET; THENCE SOUTH 45° 49' 55" WEST, 351.11 FEET; THENCE NORTH 89° 14' 45" WEST, 275.98 FEET; THENCE NORTH 0° 42' 31" EAST, 10.00 FEET; THENCE SOUTH 89° 14' 45" EAST, 271.91 FEET; THENCE NORTH 45° 49' 55" EAST, 345.79 FEET; THENCE NORTH 32° 49' 16" EAST, 71.68 FEET; THENCE NORTH 43° 55' 29" EAST, 57.96 FEET; THENCE NORTH 10° 04' 48" EAST, 30.66 FEET; THENCE NORTH 42° 22' 50" EAST, 219.57 FEET; THENCE NORTH 56° 01' 47" EAST, 130.61 FEET; THENCE NORTH 1° 17' 42" EAST, 310.20 FEET; THENCE NORTH 5° 35' 02" EAST, 40.02 FEET; THENCE NORTH 0° 13' 15" EAST, 159.65 FEET; THENCE NORTH 1° 17' 42" EAST, 175.18 FEET; THENCE NORTHERLY ON A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 2,955.00 FEET, WHOSE ARC LENGTH IS 413.47 FEET, AND WHOSE CHORD BEARS NORTH 2° 42' 49" WEST, 413.14 FEET; THENCE NORTH 6° 43' 20" WEST, 260.98 FEET; THENCE SOUTH 88° 13' 04" EAST, 10.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 24,953 SQUARE FEET, MORE OR LESS.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF BY REFERENCE.

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

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

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

5. If Grantee's Facilities have to be permanently relocated due to said use of Easement Area by the Grantor, then Grantee will relocate said Facilities at Grantee's expense to an agreed upon location in a reasonable period of time (provided that an acceptable alternative location for Grantee's Facilities is reasonably available as such Facilities serve Grantee's customers). Grantor shall provide an acceptable alternate location for Grantee's Facilities and execute an easement at no cost to Grantee. The foregoing relocation provision shall not apply to relocation of Facilities that have been relocated at direction of Grantor within the previous five (5) years. Payment to Grantee for the cost of the relocation specified above and providing an acceptable alternative location for Grantee's Facilities, is a precondition to relocation of existing Facilities under said situation as specified above.

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

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

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

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

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

Dated this ____ day of _____, 2019

City of Council Bluffs, Pottawattamie County, Iowa, an Iowa municipal corporation,

By: _____

Printed: _____

Title: Mayor

By: _____

Printed: _____

Title: City Clerk

PROPERTY LEGAL DESCRIPTION

PART OF SECTION 32 AND SECTION 33, TOWNSHIP 75 NORTH,
RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY,
IOWA

ELECTRIC LINE EASEMENT DESCRIPTIONS

AREA 1:

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

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 45, FERRY ADDITION TO COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH 88° 13' 04" EAST, ON THE SOUTH LINE OF SAID BLOCK 45, 569.31 FEET; THENCE SOUTH 6° 43' 20" EAST, 15.17 FEET; THENCE NORTH 88° 13' 04" WEST, 571.54 FEET; THENCE NORTH 1° 44' 01" EAST, 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8,556 SQUARE FEET, MORE OR LESS.

AREA 2:

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

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 45, FERRY ADDITION TO COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA; THENCE SOUTH 88° 13' 04" EAST, ON THE SOUTH LINE OF SAID BLOCK 45, 569.31 FEET; THENCE SOUTH 6° 43' 20" EAST, 15.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 6° 43' 20" EAST, 259.48 FEET; THENCE SOUTHERLY ON A CURVE, CONCAVE WESTERLY WHOSE RADIUS IS 2,965.00 FEET, WHOSE ARC LENGTH IS 414.88 FEET, AND WHOSE CHORD BEARS SOUTH 2° 42' 49" EAST, 414.54 FEET; THENCE SOUTH 1° 17' 42" WEST, 175.08 FEET; THENCE SOUTH 0° 13' 15" WEST, 160.03 FEET; THENCE SOUTH 5° 35' 02" WEST, 40.11 FEET; THENCE SOUTH 1° 17' 42" WEST, 315.00 FEET; THENCE SOUTH 56° 01' 47" WEST, 134.59 FEET; THENCE SOUTH 42° 22' 50" WEST, 215.48 FEET; THENCE SOUTH 10° 04' 48" WEST, 30.81 FEET; THENCE SOUTH 43° 55' 29" WEST, 60.03 FEET; THENCE SOUTH 32° 49' 16" WEST, 71.84 FEET; THENCE SOUTH 45° 49' 55" WEST, 351.11 FEET; THENCE NORTH 89° 14' 45" WEST, 275.98 FEET; THENCE NORTH 0° 42' 31" EAST, 10.00 FEET; THENCE SOUTH 86° 14' 45" EAST, 271.91 FEET; THENCE NORTH 45° 49' 55" EAST, 345.79 FEET; THENCE NORTH 32° 49' 16" EAST, 71.68 FEET; THENCE NORTH 43° 55' 29" EAST, 57.96 FEET; THENCE NORTH 10° 04' 48" EAST, 30.56 FEET; THENCE NORTH 42° 22' 50" EAST, 219.57 FEET; THENCE NORTH 56° 01' 47" EAST, 130.61 FEET; THENCE NORTH 1° 17' 42" EAST, 310.20 FEET; THENCE NORTH 5° 35' 02" EAST, 40.02 FEET; THENCE NORTH 0° 13' 15" EAST, 159.65 FEET; THENCE NORTH 1° 17' 42" EAST, 175.18 FEET; THENCE NORTHERLY ON A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 2,955.00 FEET, WHOSE ARC LENGTH IS 413.47 FEET, AND WHOSE CHORD BEARS NORTH 2° 42' 49" WEST, 413.14 FEET; THENCE NORTH 6° 43' 20" WEST, 260.98 FEET; THENCE SOUTH 88° 13' 04" EAST, 10.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 24,953 SQUARE FEET, MORE OR LESS.

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
CUR1	8° 01' 02" RT	2,965.00'	414.88'	207.78'	SOUTH 2° 42' 49" EAST 414.54'
CUR2	8° 01' 02" LT	2,955.00'	413.47'	207.07'	NORTH 2° 42' 49" WEST 413.14'

MIDAMERICAN ENERGY COMPANY	
COUNCIL BLUFFS, IOWA	
SECTION 33, T-75N, R-43W	
DRAWN BY: JWJ	DATE: 08-21-19
CHECKED:	SCALE: 1"=200'
APPROVED:	APPROVED:
EXHIBIT "A"	TRACT NO.
SHEET 2 OF 2	

**RESOLUTION
NO. 19-277**

**RESOLUTION FOR
GRANTING AN OVERHEAD AND UNDERGROUND ELECTRICAL EASEMENT TO
MIDAMERICAN ENERGY COPRPORATION**

- WHEREAS, Mid American Energy wishes to acquire an overhead and underground electrical easement along the East and Southeast boundary of Dodge Riverside Golf Course, and along the north property line of Dodge Riverside Golf Course; and
- WHEREAS, the easement will provide MidAmerican Energy Corporation the ability to install new distribution and facilities to provide redundant service to customers on the west side of I-29, thereby increasing electric reliability in the area.
- WHEREAS, notice of Public Hearing was published as required by law, and a public hearing was held on December 16, 2019; and
- WHEREAS, the city council deems approval of said easement 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 authorized and directed to execute an overhead and underground easement with MidAmerican Energy Corporation.

ADOPTED
AND
APPROVED

December 16, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development
Case/Project No.: URN-19-003
Submitted by: Brandon Garrett

Resolution 19-278
ITEM 5.C.

Council Action: 12/16/2019

Description
Resolution determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 5 to the Playland Park Urban Renewal Plan.

Background/Discussion
See attached staff report.

Recommendation

ATTACHMENTS:

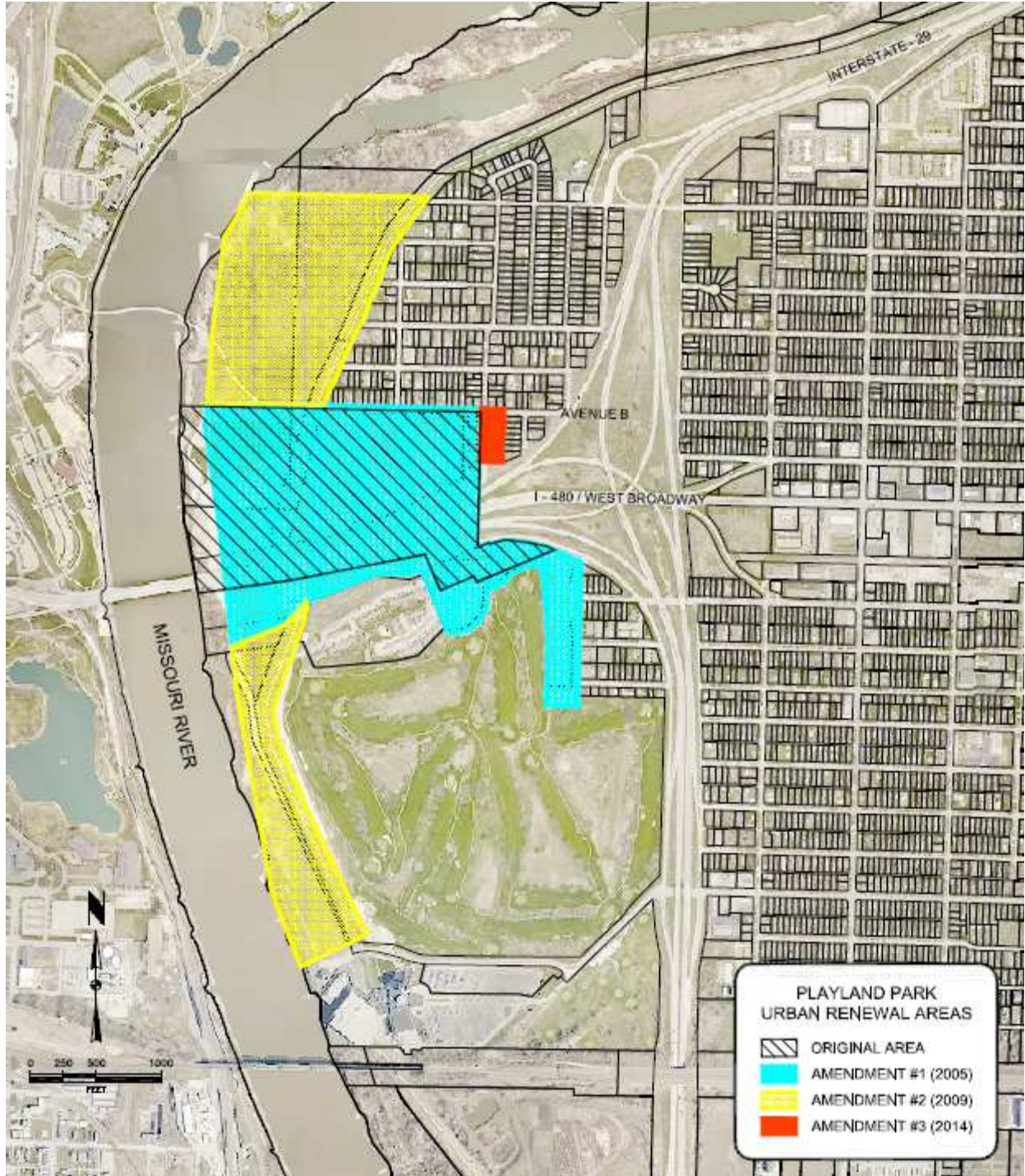
Description	Type	Upload Date
URN-19-003 Staff Report	Other	12/6/2019
URN-19-003 Attachment A	Other	12/6/2019
Resolution 19-278	Resolution	12/11/2019

Council Communication

Department: Community Development	Ordinance No.:	Planning Commission: 12-10-19
Case/Project No.: URN-19-003	Resolution No.: 19-	First Reading: n/a Second Reading: n/a Third Reading: n/a Public Hearing: 12-16-19
Subject/Title		
Amendment No. 5 to the Playland Park Urban Renewal Plan		
Location		
North and south of the I-480 and 41 st Street interchange		
Background/Discussion		
<p>In June of 2003, City Council adopted the Playland Park Urban Renewal Plan in order to accommodate a residential project which never materialized. In June of 2005, the urban renewal plan was amended (Amendment #1) to add additional land and several new projects, including riverfront development, and the redevelopment of the Frito Lay and Dodge Park clubhouse areas. In July of 2009, the urban renewal plan was amended (Amendment #2) to add additional land. In October 2014, the urban renewal plan was amended (Amendment #3) to add additional land and to add and/or confirm projects. In 2016, the urban renewal plan was amended (Amendment #4) to detail the private redevelopment of the land. The urban renewal plan is again in need of amendment to add and/or confirm projects.</p> <p>On November 18, 2019, the City Council approved a resolution of necessity which directed staff to initiate the process of amending the Playland Park Urban Renewal Plan and Area. This resolution established the following actions and timeframes:</p> <ul style="list-style-type: none"> 11-25-19 Consultation meeting to be held with other taxing jurisdictions 12-10-19 City Planning Commission Review 12-16-19 City Council public hearing on the amended urban renewal plan <p>Iowa statutes require the City Planning Commission to review the plan for conformity to the comprehensive plan and to forward a recommendation to City Council prior to the public hearing. An urban renewal plan conforming to the requirements of Chapter 403 of the Iowa Code has been prepared and is attached for your review.</p>		
Staff Recommendation		
The Community Development Department finds that the proposed amendment is consistent with the Bluffs Tomorrow: 2030 Plan (comprehensive plan) and recommends approval of Amendment No. 5 to the Playland Park Urban Renewal Plan and Area.		
Attachments		
Urban Renewal Plan Amendment #5		

Submitted by: Brandon Garrett, Community Development Department

Council Communication



**2019 AMENDMENT
(AMENDMENT NO. 5)**

TO THE

**PLAYLAND PARK
URBAN RENEWAL PLAN**

CITY OF COUNCIL BLUFFS, IOWA

**Original Area Adopted – June, 2003
2005 Amendment (Amendment No. 1) – June 2005
2009 Amendment (Amendment No. 2) – July 2009
2014 Amendment (Amendment No. 3) - October 2014
2016 Amendment (Amendment No. 4) – July 2016
2019 Amendment (Amendment No. 5) – December 2019**

**2019 AMENDMENT
(Amendment No. 5)
to the
PLAYLAND PARK
URBAN RENEWAL PLAN**

CITY OF COUNCIL BLUFFS, IOWA

The Playland Park Urban Renewal Plan (“Urban Renewal Plan”) for the Playland Park Urban Renewal Area (“Area” or “Urban Renewal Area”) was originally adopted in 2003 and has been amended in 2005 (Amendment No. 1), 2009 (Amendment No. 2), 2014 (Amendment No. 3), and 2016 (Amendment No. 4). The Plan is being further amended to update the description of previously approved urban renewal projects to be undertaken within the Urban Renewal Area (“Amendment” or “Amendment No. 5”). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as previously amended, 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 section of the Plan, as previously amended, not included in this Amendment shall continue to apply to the Plan and the Area.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City, as a whole, designated as the “Bluffs Tomorrow: 2030 Plan” adopted in 2014 and last amended in 2019. The Plan and this Amendment, including the projects proposed/revised in this Amendment, are in conformity with the “Bluffs Tomorrow: 2030 Plan”.

The Urban Renewal Area is zoned C-4/Commercial District and R-3/Multi Family District. This Urban Renewal Plan, as amended, does not in any way replace or modify the City’s current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

UPDATE TO PREVIOUSLY APPROVED RBAN RENEWAL PROJECTS
(Amendment No. 5)

Two urban renewal projects previously approved in the Plan, as amended, have been modified as noted below and those modifications are hereby approved.

1. Update to the “Condo/Mixed Use Towers-Block 1,” last updated in Amendment No. 4.

In Amendment No. 4, the City updated and approved a mixed-use project to be constructed on Block 1 of River’s Edge Subdivision, described as the Condo/Mixed Use Towers-Block 1 project. This Amendment updates/revises the project’s description from Amendment No. 4 as follows:

As approved in Amendment No. 4, the project was anticipated to include a detailed development agreement with a private developer to provide tax increment rebates or other incentives of \$8,000,000 to \$12,000,000 in exchange for the developer constructing a condo tower, an assisted living facility, and related amenities. In 2017, the City entered into a development agreement (the “Original Agreement”) for this project with Argent Development Group, L.L.C. That developer has not initiated work on the project and now proposes to assign its rights and obligations to Argent Baxter JV – Council Bluffs, LLC (the “Developer”), and the Developer has proposed changing several terms in the Original Agreement. In light of various changes to the project, the City and the Developer anticipate entering into an Amended and Restated Agreement for Private Development (the “Amended and Restated Agreement”), which would replace the Original Agreement and provide new terms for the project. Pursuant to the terms of the Amended and Restated Agreement, the Developer would construct a single residential tower containing up to 210 rental housing units, up to 24 condo housing units, and related amenities, all requiring an investment of approximately \$60,000,000. The Developer would also agree to a Minimum Assessed Value for the completed project of at least \$45,000,000. In exchange, the City would provide up to 18 years of annual grants each comprised of up to 75% of the tax increment created by the completion of the project, with the aggregate amount of such grants not to exceed \$23,000,000. The revised project will serve the purposes set forth in Amendment No. 4, including the second stage of blight remediation.

2. Update to “Parking Garage Lease Purchase Agreement,” last updated in Amendment No. 4.

In Amendment No. 4, the City updated and approved a parking garage project to be constructed on Lot 2, Block 7 of River’s Edge Subdivision Replat One. At that time, the cost of the parking garage was estimated to be \$11,000,000 to \$12,500,000, and the costs to the City under the associated Lease Purchase Agreement was estimated at \$11,000,000 to \$17,000,000. On July 11, 2016, following adoption of Amendment No. 4 and appropriate notice and public hearing, the City authorized the execution of the River’s Edge Parking Facility Lease Purchase Agreement by and among the City of Council Bluffs (“City”), River’s Edge Parking, LLC (“Developer”), and Iowa West Foundation (“IWF”) (“Agreement”). Since that time, the cost of construction has increased to approximately \$14,000,000, as have the corresponding costs to the City under the terms of the Lease Purchase Agreement. At this time, the costs to the City are estimated between \$17,000,000 and \$21,000,000. The revised project will serve the purposes set forth in Amendment No. 4, including the second stage of blight remediation.

FINANCIAL INFORMATION

1.	July 1, 2019 constitutional debt limit:	\$262,999,374
2.	Current outstanding general obligation debt:	\$63,035,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Updated Urban Renewal Projects (Amendment No. 5) has not yet been determined. This document is merely for planning purposes. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Updated Urban Renewal Projects (Amendment No. 5) as described above will be approximately as follows:	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: right;">\$40,000,000- \$44,000,000</p> </div> <div style="width: 50%;"> <p>This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.</p> </div> </div>

EFFECTIVE PERIOD

This Amendment will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council and the use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the entire Urban Renewal Area without limit due to the designation of the Area as appropriate for blight remediation.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan or Amendment not determined to be invalid or unconstitutional.

Resolution 19-278

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

December 16, 2019

7:00 P.M.

Playland Park Urban Renewal Plan

- Public hearing on the proposed Amendment No. 5 to the Playland Park Urban Renewal Plan
- Resolution determining an area of the City to be a blighted area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 5 to the Playland Park Urban Renewal Plan

IMPORTANT INFORMATION

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

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

December 16, 2019

The City Council of the City of Council Bluffs, State of Iowa, met in _____ 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 _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 5 to the Playland Park Urban Renewal Plan, the Mayor first asked for the report of the Community Development Director, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Community Development Director, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 5 to the Playland Park Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 5 TO THE PLAYLAND PARK URBAN RENEWAL PLAN" 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 _____, 2019, 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. 19-278

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE A BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 5 TO THE PLAYLAND PARK URBAN RENEWAL PLAN

WHEREAS, by Resolution No. 03-138, adopted June 23, 2003, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Playland Park Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Playland Park Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan, as amended, is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, the Plan has subsequently been amended four times, lastly by the adoption of Amendment No. 4 to the Plan, adopted by Resolution No. 16-147, adopted July 11, 2016; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL AREA (2003)

Lots 174 through 185 in Twin City Gardens an addition to Council Bluffs, Iowa, part of Government Lot 3 and accretions thereto in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28 and in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29 and part of Government Lot 1 and accretions thereto in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32 and in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and, NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, all in Township 75 North Range 44 West of the 5th Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa more particularly described as follows:

Begin at the intersection of the West right-of-way line of North 40th Street with the centerline of Avenue B; thence West along the centerline of Avenue B approximately 2,500 feet to the Bulkhead line of the left (Easterly) shoreline of the Missouri River; thence Southerly along said line approximately 1,750 feet to the Southerly right-of-way line of Interstate Route I-480 being the Northerly right-of-way line of Old West Broadway; thence Easterly and Northeasterly along said line approximately 2,000 feet to the Northerly prolongation of the Easterly right-of-way line of 41st Street; thence Southerly along said prolongation and along the Westerly line of the parcel owned by Frito Lay Inc. 298 feet more or less to the South corner of said parcel; thence Northeasterly along the Southeasterly line of Frito Lay parcel 280 feet more or less; thence Southwesterly along the Frito Lay parcel 50 feet; thence Northeasterly along the Frito Lay parcel 670 feet to the East corner of the Frito Lay parcel; and to the Southerly right-of-way line of 37th Street Extension;

thence Northwesterly/Westerly, and Southwesterly along said right-of-way line 340 feet more or less to the Southerly prolongation of the West right-of-way line of North 40th Street; thence North along said prolongation and along said line 1,100 feet more or less to the centerline of Avenue B and the point of beginning. Said Urban Renewal tract contains 87.0 acres more or less.

AMENDMENT #1 AREA (2005)

A PARCEL OF LAND BEING A PORTION OF DODGE PARK SUBDIVISION AND VACATED SOUTH 41ST STREET RIGHT-OF-WAY, IN GOVERNMENT LOT 1 IN THE NORTHWEST QUARTER OF SECTION 33, ALL IN TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID DODGE PARK SUBDIVISION;

THENCE ALONG THE BOUNDARY OF SAID DODGE PARK SUBDIVISION THE FOLLOWING 10 COURSES:

1. NORTH 88 DEGREES 22 MINUTES 48 SECONDS WEST, 250.00 FEET;
2. NORTH 01 DEGREE 19 MINUTES 16 SECONDS EAST, 520.29 FEET;
3. NORTH 05 DEGREES 13 MINUTES 49 SECONDS WEST, 519.59 FEET;
4. NORTH 60 DEGREES 02 MINUTES 45 SECONDS WEST, 94.09 FEET;
5. SOUTH 68 DEGREES 57 MINUTES 04 SECONDS WEST, 183.39 FEET;
6. SOUTH 38 DEGREES 46 MINUTES 11 SECONDS WEST, 87.56 FEET;
7. SOUTH 66 DEGREES 45 MINUTES 41 SECONDS WEST, 156.25 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, TO WHICH POINT A RADIAL LINE BEARS NORTH 75 DEGREES 46 MINUTES 17 SECONDS EAST, 257.12 FEET;
8. SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 96 DEGREES 06 MINUTES 50 SECONDS, 431.31 FEET;
9. SOUTH 81 DEGREES 39 MINUTES 00 SECONDS WEST, 62.63 FEET;
10. NORTH 23 DEGREES 10 MINUTES 57 SECONDS WEST, 303.68 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF VACATED SOUTH 41ST STREET.

THENCE CONTINUING NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 23 DEGREES 10 MINUTES 57 SECONDS WEST, 165.63 FEET;

THENCE NORTH 44 DEGREES 21 MINUTES 06 SECONDS EAST, 86.70 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF VACATED SOUTH 41ST STREET;

THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 23 DEGREES 07 MINUTES 58 SECONDS EAST, 198.93 FEET;

THENCE NORTH 66 DEGREES 55 MINUTES 59 SECONDS EAST, 279.49 FEET;

THENCE SOUTH 23 DEGREES 04 MINUTES 01 SECONDS EAST, 50.00 FEET;

THENCE NORTH 66 DEGREES 55 MINUTES 59 SECONDS EAST, 570.40 FEET;

THENCE NORTH 23 DEGREES 04 MINUTES 01 SECONDS EAST, 50.00 FEET;

THENCE NORTH 67 DEGREES 03 MINUTES 35 SECONDS EAST, 30.04 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF 37TH AVENUE AND THE NORTHEASTERLY BOUNDARY OF DODGE PARK SUBDIVISION;

THENCE EASTERLY AND SOUTHERLY ALONG SAID DODGE PARK SUBDIVISION BOUNDARY THE FOLLOWING TWO COURSES:

1. SOUTH 64 DEGREES 39 MINUTES 33 SECONDS EAST, 301.93 FEET;
2. SOUTH 01 DEGREE 19 MINUTES 16 SECONDS WEST, 1095.20 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 10.55 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2, SW1/4) IN SECTION 28 AND A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2, SE1/4) OF SECTION 29, INCLUDING A PORTION OF TWIN CITY GARDENS SUBDIVISION, ALL IN TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE AVENUE B RIGHT-OF-WAY FROM THE EAST HIGH BANK OF THE MISSOURI RIVER TO THE WEST RIGHT-OF-WAY LINE OF NORTH 40th STREET.

SAID PARCEL CONTAINS AN AREA OF 1.44 ACRES, MORE OR LESS.

AMENDMENT NO. 2 AREA (2009)

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER (W1/2 SW1/4) IN SECTION 28 AND A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER (E1/2 SE1/4) OF SECTION 29, ALL IN TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF AVENUE "B" AND THE EAST RIGHT-OF-WAY LINE OF THE COUNCIL BLUFFS MISSOURI RIVER LEVEE;

THENCE ALONG THE WESTERLY PROLONGATION OF SAID NORTH RIGHT-OF-WAY LINE, 895 FEET (MORE OR LESS) TO A POINT ON THE EAST HIGH BANK OF THE MISSOURI RIVER;

THENCE NORTHERLY, ALONG SAID EAST HIGH BANK, 1666 FEET (MORE OR LESS) TO A POINT ON THE WESTERLY PROLONGATION OF THE NORTH RIGHT-OF-WAY LINE OF AVENUE "G";

THENCE ALONG SAID WESTERLY PROLONGATION, SOUTH 88 DEGREES 34 MINUTES 53 SECONDS EAST, 1369 FEET (MORE OR LESS) TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID COUNCIL BLUFFS MISSOURI RIVER LEVEE;

THENCE SOUTHWESTERLY, ALONG SAID EAST RIGHT-OF-WAY LINE, 1793 FEET (MORE OR LESS) TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 45.87 ACRES, MORE OR LESS.

AND

A PARCEL OF LAND BEING A PORTION OF THE ACCRETIONS TO GOVERNMENT LOTS 1, 2 AND 3, TOGETHER WITH RIPARIAN RIGHTS IN SECTION 33, TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF WEST BROADWAY (I-480) AND THE EAST RIGHT-OF-WAY LINE OF THE COUNCIL BLUFFS MISSOURI RIVER LEVEE;

THENCE SOUTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 2739 FEET (MORE OR LESS) TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTH BACK-OF-CURB LINE OF HARRAH'S CASINO NORTH PARKING LOT;

THENCE ALONG SAID EASTERLY PROLONGATION, ALONG SAID SOUTHERLY BACK-OF-CURB AND ALONG IT'S WESTERLY PROLONGATION, SOUTH 64 DEGREES 10 MINUTES 04 SECONDS WEST, 564 FEET (MORE OR LESS) TO A POINT ON THE EAST HIGH BANK OF THE MISSOURI RIVER;

THENCE NORTHERLY, ALONG SAID EAST HIGH BANK, 2516 FEET (MORE OR LESS) TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF WEST BROADWAY (I-480);

THENCE EASTERLY, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 675 FEET (MORE OR LESS) TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 25.6 ACRES, MORE OR LESS.

AMENDMENT #3 AREA (2014)

A PARCEL OF LAND BEING ALL OF LOTS 194 THROUGH 201, PORTIONS OF AVENUE B AND NORTH 40th STREET RIGHTS-OF-WAY, ALL OF THE ALLEY VACATED TO LOTS 194 THROUGH 198, AND ALL OF THE ALLEY BETWEEN LOTS 99 THROUGH 201 AND LOTS 288 THROUGH 290, ALL IN TWIN CITY GARDENS, AN ADDITION TO THE CITY OF COUNCIL BLUFFS, A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28 IN TOWNSHIP 75 NORTH, RANGE 44 WEST OF THE 5th PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 173 IN SAID TWIN CITY GARDENS SUBDIVISION;

THENCE EASTERLY ACROSS THE NORTH 40th STREET RIGHT-OF-WAY AND ALONG THE NORTH RIGHT-OF-WAY LINE OF AVENUE B TO THE SOUTHWEST CORNER OF LOT 202;

THENCE CONTINUING EASTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE SOUTH LINE OF SAID LOT 202 AND

ACROSS THE ALLEY BETWEEN LOTS 202 AND 240 TO THE SOUTHWEST CORNER OF SAID LOT 240;

THENCE SOUTHERLY ACROSS SAID AVENUE B RIGHT-OF-WAY TO THE NORTHWEST CORNER OF LOT 290;

THENCE CONTINUING SOUTHERLY ALONG THE WEST LINES OF LOTS 290 THROUGH 288 TO THE SOUTHWEST CORNER OF SAID LOT 288;

THENCE WESTERLY TO THE CENTERLINE OF THE ALLEY BETWEEN SAID LOT 288 AND LOT 99, WHICH HAS BEEN VACATED SOUTH OF THIS POINT;

THENCE SOUTHERLY ALONG SAID VACATED ALLEY CENTERLINE TO A POINT BETWEEN THE SOUTHWEST CORNER OF LOT 283 AND THE SOUTHEAST CORNER OF LOT 194;

THENCE WESTERLY TO SAID SOUTHEAST CORNER OF LOT 194;

THENCE CONTINUING WESTERLY ALONG THE SOUTH LINE OF SAID LOT 194 AND ITS WESTERLY PROLONGATION ACROSS THE NORTH 40th STREET RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF LOT 181;

THENCE NORTHERLY ALONG THE WEST RIGHT-OF WAY LINE OF NORTH 40th STREET AND THE EAST LINES OF LOT 181 THROUGH 174 TO THE NORTHEAST CORNER OF SAID LOT 174;

THENCE CONTINUING NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE, ACROSS THE AVENUE B RIGHT-OF-WAY TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 1.7 ACRES, MORE OR LESS.

AMENDMENT #4 (2016)

Amendment #4 did not add or remove land from the Area.

WHEREAS, a proposed Amendment No. 5 to the Plan ("Amendment No. 5" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update the description of previously approved urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 5 adds no new land to the Urban Renewal Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 5; and

WHEREAS, by resolution adopted on November 18, 2019, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 5 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 5 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Community Development Director, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 5 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in The Daily Nonpareil, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 5, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 5 concerning the area of the City of Council Bluffs, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 5 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines

that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected, and, with reference to any portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be a blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 5 to the Playland Park Urban Renewal Plan of the City of Council Bluffs, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 5 to the Playland Park Urban Renewal Plan for the City of Council Bluffs, State of Iowa"; Amendment No. 5, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 5 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 5 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 5 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Pottawattamie County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 5, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 16th day of December, 2019.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2019.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

01653352-1\10342-155

Council Communication

Department: Community Development
Case/Project No.:
Submitted by: Brandon Garrett, Community
Development Director

Resolution 19-279
ITEM 5.D.

Council Action: 12/16/2019

Description
Resolution approving and authorizing execution of an amended and restated agreement for private development by and between the City of Council Bluffs and Argent Baxter JV - Council Bluffs, LLC.

Background/Discussion
This development agreement replaces a previous agreement with a related company known as “Argent Development Group, LLC”. In summary, the previous agreement was for two residential towers, one with apartments and one with condominiums. That agreement had a minimum assessment of \$33,354,000 and tax increment financing payments of \$12 million over 15 years. Sale of the property was to be for \$751,180.
Argent Baxter JV Council Bluffs, L.L.C. submitted a revised development proposal regarding the construction of a single residential tower on Block 1 of River’s Edge Subdivision, in the amended Playland Park Urban Renewal Area. A development agreement has been drafted that describes the roles and responsibilities of the City and Developer. Although the agreement contains numerous provisions, the primary commitments contained in the agreement include:

- Developer acquires Block 1 of River’s Edge Subdivision (75,118 sq. ft.) for \$751,180, which is approximately \$10.00 psf.
- The building will include a single tower with parking on lower levels and approximately 13 floors of residential. The mix of residential units will include up to 210 apartments in the range of 700-1,300 sq. ft. and 24 condominium units averaging approximately 1,000 sq. ft. An outdoor amenity deck will be included for residents.
- The company expects to initiate construction by July 1, 2020 and be completed by February 1, 2022.
- The project will include a minimum assessment agreement of \$45,000,000.
- An 18 year tax increment financing rebate equal to 75% of captured property taxes is proposed to be provided to the Developer. The Development Agreement sets maximum rebates over the 18 year term at \$23,000,000.

Recommendation
Approval of resolution.

ATTACHMENTS:

Description	Type	Upload Date
Development Agreement	Map	12/9/2019
Map	Map	12/9/2019
Resolution 19-279	Resolution	12/11/2019

AMENDED AND RESTATED
AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

CITY OF COUNCIL BLUFFS, IOWA

AND

ARGENT BAXTER JV - COUNCIL BLUFFS, LLC,
(REPLACING AGREEMENT BETWEEN THE CITY AND ARGENT DEVELOPMENT
GROUP, L.L.C. DATED MARCH 28, 2017)

_____, 2019

AMENDED AND RESTATED

AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2019, by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended (the "Urban Renewal Act"), and ARGENT BAXTER JV-COUNCIL BLUFFS, LLC, an Iowa limited liability company having offices for the transaction of business at 1023 Avenue G, Fort Madison, IA 52627 (the "Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of a blighted area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Playland Park Urban Renewal Area (the "Area" or "Urban Renewal Area"), pursuant to the Playland Park Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") as approved by Resolution No. 03-138 on June 23, 2003, and amended by Amendment No. 1 in 2005, Amendment No. 2 in 2009, Amendment No. 3 in 2014, Amendment No. 4 in 2016, and Amendment No. 5 to be adopted in 2019; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Pottawattamie County, Iowa; and

WHEREAS, Developer intends to purchase certain real property located in the Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, Developer shall build certain Minimum Improvements on the Development Property (the "Project"); and

WHEREAS, to facilitate the Project, the City intends to grant the incentives provided under this Agreement; and

WHEREAS, the City previously entered into an Agreement for Private Development with Argent Development Group, L.L.C. ("Former Developer") dated March 28, 2017 which contemplated that the Former Developer would acquire the Development Property and build certain improvements thereon ("Original Agreement"), and a Memorandum of Agreement related to the Original Agreement was recorded with the Recorder of Pottawattamie County, Iowa at Book 2017, Page 07730; and

WHEREAS, as reflected in Exhibit F hereto, the Former Developer has assigned all of its rights and obligations under the Original Agreement to the Developer and consents to the City and Developer entering into this Amended and Restated Agreement with respect to the development of the Development Property; and

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

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

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area shall mean the area known as the Playland Park Urban Renewal Area (as amended).

Argent Baxter JV-Council Bluffs, LLC TIF Account means a separate account within the Playland Park Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Minimum Improvements and Development Property shall be deposited.

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

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

Code means the Code of Iowa, 2019, as amended.

Commencement Date means the date of this Agreement, which shall be the date the last party signs the Agreement.

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

County means Pottawattamie County, Iowa, or any successor to its functions.

Developer means Argent Baxter JV-Council Bluffs, LLC and its permitted successors and assigns.

Development Property means that portion of the Playland Park Urban Renewal Area described in Exhibit A.

Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 11.1 of this Agreement.

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Minimum Actual Value shall mean the actual value assigned to the Minimum Improvements (including taxable equipment) and the Development Property, pursuant to the Minimum Assessment Agreement entered into between the parties and the County Assessor.

Minimum Improvements means the construction of improvements more particularly described in Exhibit B to this Agreement.

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

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

Ordinance means Ordinance Number 6219 of the City, as amended from time to time, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Playland Park Urban Renewal Tax Increment Revenue Fund.

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

Project shall mean the acquisition and site preparation of the Development Property and the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Site Plans means the preliminary plans for the Minimum Improvements and Development Property detailed in Section 3.1 of the Agreement.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Argent Baxter JV-Council Bluffs, LLC TIF Account of the Playland Park Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 12.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit.

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Playland Park Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

employee of the City in the individual capacity thereof.

d. In support of the Developer's pursuit of Workforce Housing Tax Credits from the Iowa Economic Development Authority, the City shall pass, subject to its legislative processes, a resolution in support of the Project, and indicate that the Grants described herein are intended to constitute the local match necessary to support Developer's application for Workforce Housing Tax Credits. The City will consider taking such other actions as necessary to support Developer's application for Workforce Housing Tax Credits. The Developer expressly understands that if granted any of the Workforce Housing Tax Credits, any monetary pledge of support by the City shall be satisfied solely by the Grants as provided for in this Agreement and that no further monetary support from the City is contemplated.

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

a. Argent Baxter JV-Council Bluffs, LLC, an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa, and is authorized to operate in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement. Upon request by the City, Developer shall substantiate this representation by providing the City documentation that the Developer has previously filed with the Iowa Secretary of State related to the formation and existence of the company.

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

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

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

e. Developer has not received any notice from any local, State or federal official that

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

f. Developer will cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

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

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

i. The construction of the Minimum Improvements will require a total investment of approximately \$45,000,000 for construction costs.

j. Developer will use all commercially reasonable effort to obtain commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will begin by July 1, 2020 and be completed by February 1, 2022.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Site Plans. Within 180 days after the Commencement Date, Developer shall provide to the City: a scalable site plan and a landscape plan for the Development Property; and floor plates, elevation drawings, and exterior material descriptions for all Minimum Improvements consistent with the Playland Park Master Plan dated October 2014 (collectively "Site Plans"). Within 60 days after receipt of the Site Plans, the City shall, in its discretion, approve the Site Plans (in which case the Site Plans shall be attached hereto as Exhibit B-1), or reject said Site Plans and either allow the Developer an opportunity to revise and resubmit the Site Plans or the City may terminate this Agreement, and in the latter event neither party shall

have any further obligation to the other. Once the plans referenced in Sections 3.1 through 3.3 of this Agreement have been approved by the City they shall be marked and identified as exhibits to this Agreement and by this reference, made a part of the Agreement.

Section 3.2. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.3 below. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall be in conformance with Exhibit B to this Agreement and the approved Site Plans, and shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of approximately \$45,000,000 for construction costs.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement and the approved Site Plans; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are to be constructed by the Developer shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

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

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

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be commenced by no later than September 30, 2020, and completed by March 31, 2022, or by such other dates as

the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof, provided the City uses all reasonable efforts not to interfere with the construction schedule or the construction being performed on the Development Property, and subject to Developer's rules and regulations for the construction site.

Section 3.5. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within ten (10) business days after receiving the written request by Developer for the Certificate of Completion, provide a written statement indicating in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. TRANSFER OF PROPERTY

Section 4.1 Transfer of Development Property. For and in consideration of the obligations being assumed by the Developer hereunder and in furtherance of the Urban Renewal Plan and the Urban Renewal Act, the City agrees to sell, and the Developer agrees to purchase, the Development Property, together with all improvements thereon, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following completion of all processes required by the City pursuant to Section 403.8 of the Iowa Code.

Section 4.2 Price. The purchase price for the Development Property shall be Seven Hundred Fifty-One Thousand One Hundred Eighty Dollars (\$751,180) (the "Purchase Price").

Section 4.3. Due Diligence. For a period of One Hundred Eighty (180) days following the Commencement Date (the "Due Diligence Period"), Developer may perform investigations and inspections necessary to complete due diligence for the Development Property and its

intended use of the Development Property, including, but not limited to the following:

- a. Examination of title related to marketability in accordance with Iowa law and the Iowa Land Title Standards.
- b. Existence of or feasibility of obtaining proper zoning, variances (if required) and other required approvals for Developer's anticipated use of the Development Property.
- c. Availability of all utilities in such quantity necessary for Developer's anticipated use of the Development Property.
- d. Governmental approvals, which includes but is not limited to the following conditions: building permits, easements, zoning and special use permits or similar matters necessary for the construction and operation of the proposed use.
- e. Developer's inspection of the Development Property's environmental conditions and the compatibility of said environmental conditions with the Developer's proposed use of the Development Property.
- f. Developer securing a commitment for acquisition and construction financing at an interest rate not to exceed 5.0% interest, not less than 20 year amortization term, and in an amount equal to at least 80% loan to total project cost;
- g. Developer receiving a Market Feasibility Study indicating the viability of the proposed project that is satisfactory to Developer and providing a copy of such Market Feasibility Study to City, with the understanding the City will provide any market information it possesses relevant to this Project to Developer upon request; and
- h. Developer's completion of the Site Plans and approval of the same by the City.

If, during the Due Diligence Period, Developer is not reasonably satisfied with the Development Property, Developer may, by written notice to the City during the Due Diligence Period: (i) terminate this Agreement with written notice to the City, or (ii) give notice to the City of any defects, concerns or issues discovered as a result of Developer's due diligence, together with any copies of any and all inspection reports (the "Property Defects"). If Developer notifies the City of the existence of any Property Defects, the City shall have five (5) business days from the receipt of notice of Property Defects, within which to notify Developer whether the City intends to cure such Property Defects. Failure to notify Developer within such five (5) business day period shall be conclusively deemed to be the City's notice to Developer of the City's decision not to cure the Property Defects. If the City notifies or is deemed to notify Developer of its intention not to cure the Property Defects, Developer shall have five (5) business days thereafter to notify the City of its decision whether to accept the Property with the Property Defects, or of terminating this Agreement, and in the latter event, this Agreement will terminate and neither party shall have any further obligations to the other hereunder. If the City gives

notice of its intention to cure the Property Defects, the parties may mutually extend the Closing Date.

Section 4.4. Real Estate Taxes and Special Assessments.

a. The property is currently tax-exempt while owned by the City. Developer shall be responsible for all real property taxes from and after the Closing Date, if any.

b. The City shall pay any and all special assessments in full which are a lien on the Property as of the Closing Date, and all prior installments thereof.

c. All special assessments which become a lien on the Property from and after the Closing Date shall be paid by Developer.

Section 4.5. Right of Reversion. As security for completion of the Minimum Improvements, the deed to the Development Property to Developer shall contain a right of reversion (“City’s Reversionary Right” or “Reversionary Right”), which may be exercised by the City, in its reasonable discretion upon any Event of Default by Developer which is not cured within the time period allowed by Section 11.2. Upon an Event of Default (including but not limited to the failure to commence construction of the Minimum Improvements by September 30, 2020), the City shall have the City’s Reversionary Right, in accordance with the process described below, to reacquire title to the Development Property. Developer shall allow no mortgages or liens (including, but not limited to, mechanic’s liens) to encumber the Development Property while the City holds its Reversionary Right. To exercise the City’s Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns or transferees) within ninety (90) days of Developer’s uncured Event of Default under this Agreement. Developer shall then have thirty (30) days in which to cure such alleged default. If, following such cure period, the default remains uncured, then the City may record such notice with the County Recorder of deeds, in which case the title to the Development Property shall automatically revert to the City as of the date of the recording of the notice. Upon request from the City, Developer shall take all reasonable steps to ensure the City acquires marketable title the Development Property through its exercise of its rights under this Section within 60 days of the City’s demand, including without limitation, the execution of appropriate deeds and other documents. This provision shall survive the Closing.

If notice of an uncured Event of Default has not been served prior to the earliest of: (1) recording of an acquisition and construction mortgage, (2) Developer’s receipt of funds from a construction loan specifically obtained for the Project, or (3) commencement of construction of the Minimum Improvements, then the Reversionary Right to the Development Property shall terminate and be of no further force and effect. The City agrees to execute any documents reasonably requested by Developer or its lender to evidence any termination of the City’s Reversionary Right as set forth herein. Upon the occurrence of any of the events set forth in this paragraph and the termination of the City’s Reversionary Right, the provisions of Sections 9.1 and 9.2 shall terminate and the provisions of Section 9.6 shall be amended to comport to the requirements of the construction lender as set forth in the construction loan documents that have been approved by the City. Notwithstanding, it is understood and agreed that the City’s

Reversionary Right shall not be terminated until such time that unconditional funding commitments have been secured with terms and in an amount that are sufficient for Developer to construct the Minimum Improvements, it being the intention of both parties that the City's Reversionary Right not be terminated until funding for the Minimum Improvements have been unconditionally committed. The parties agree to execute and deliver a termination of the City's Reversionary Right at the closing of the acquisition and construction financing.

Section 4.6. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance through Closing, if any, and Developer may purchase additional insurance. In the event of substantial damage or destruction prior to Closing, the City shall have the option, in its sole discretion, of using insurance proceeds to rebuild the Development Property such that this Agreement shall continue, and Developer shall complete the Closing regardless of the extent of damages. Developer shall bear the risk of loss or damage to the Development Property after Closing in accordance with Section 5.1.

Section 4.7. Condition of the Property; Care and Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. Developer will have conducted an inspection of the Development Property during the Due Diligence Period and waives all claims against the City as to the condition of the Development Property.

Section 4.8. Possession/Closing. Upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, Closing shall take place on a date no later than forty five (45) days following the completion of the Due Diligence Period, at a time to be agreed to by the parties (the "Closing Date"). This purchase shall be considered "Closed" upon the delivery to the City of the Purchase Price by Developer and delivery to Developer by the City of a duly executed deed without warranty in the form of deed attached as Exhibit H ("Deed"). All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 4.9. Fixtures. Included with the Development Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

Section 4.10. Abstract and Title. The City shall deliver to Developer such abstract for the Development Property as it may then possess or control within thirty (30) days of the Commencement Date, which shall become the property of the Developer upon Closing.

Section 4.11. Title Commitment. Developer may obtain a standard owner's title insurance (or guaranty) policy related to the sale of the Development Property, and the reasonable cost and expense thereof shall be borne by the City provided that the policy is obtained from a company approved by the City in advance. The City makes no representations or warranties concerning the marketability of title to the Development Property. The City shall take all reasonable actions requested by Developer to provide marketable title to the Development

Property. The difference in cost between the standard policy and an extended policy of title insurance (if the Developer elects to obtain an extended policy), and any endorsements requested by Developer shall be paid by Developer.

Section 4.12. Survey and Platting. The City will complete survey and platting of the Development Property prior to conveyance. Developer may, at its own cost and expense, procure an ALTA survey certified to such persons or entities as Developer may reasonably request.

Section 4.13. Environmental Matters. At Closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Subject to the right to object to matters raised during the Due Diligence Period, Developer expects to take the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to environmental conditions on the Development Property which are created after the Closing Date.

Section 4.14. Broker/Advisor. City and Developer represent and warrant to each other that they have dealt with no brokers, finders, advisors, or the like in connection with this transaction other than Mike Potthoff of Colliers ("Developer's Broker") and Noddle Companies ("City's Consultant"). Developer and City agree to indemnify each other and to hold each other harmless against all such claims, damages, costs or expenses relating to the marketing of the Development Property.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising

out of any act, error, or omission of Developer, or its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a “severability of interests” clause and provide primary insurance over any other insurance maintained by the City.

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

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

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term “full insurable replacement value” shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment.

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

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

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon the reasonable request of the City, which shall not be made more frequently than one time per year, Developer will provide the City with copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a

provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City within twenty (20) days in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

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

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Development Property. Developer will maintain, preserve, and keep the Development Property (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

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

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

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

Section 6.5 Available Information. Upon written request, Developer shall promptly

provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6 RESERVED.

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date and value of the first full assessment of the Minimum Improvements and the current assessed value; (iii) certification that such officers have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if either of the signers is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing 2022 and ending on 2041, both dates inclusive. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8 Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall be commenced and completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens (excepting any liens that are being contested by Developer with written consent from the City, which consent shall not be unreasonably conditioned, withheld or delayed); and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

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

conditioned or delayed. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose. Upon reasonable request from Developer for use in financing or selling the Development Property and/or Minimum Improvements, the City will provide certificates or estoppels confirming whether there are any current defaults by Developer hereunder, and/or stating which obligations are outstanding as of the date of the certificate or estoppel.

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

ARTICLE VIII. GRANTS

Section 8.1 Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to eighteen (18) consecutive annual payments of Grants to Developer, up to an aggregate total amount not to exceed Twenty Three Million dollars (\$23,000,000), under the formula and schedule set forth below.

Assuming completion by February 1, 2022, full assessment of the Minimum Improvements on January 1, 2023, and debt certification to the Auditor by the City prior to December 1, 2023, the Grants shall commence on June 1, 2025, and end on June 1, 2042, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

June 1, 2025	75% of Tax Increments for Fiscal Year 24-25
June 1, 2026	75% of Tax Increments for Fiscal Year 25-26
June 1, 2027	75% of Tax Increments for Fiscal Year 26-27
June 1, 2028	75% of Tax Increments for Fiscal Year 27-28
June 1, 2029	75% of Tax Increments for Fiscal Year 28-29
June 1, 2030	75% of Tax Increments for Fiscal Year 29-30
June 1, 2031	75% of Tax Increments for Fiscal Year 30-31
June 1, 2032	75% of Tax Increments for Fiscal Year 31-32
June 1, 2033	75% of Tax Increments for Fiscal Year 32-33
June 1, 2034	75% of Tax Increments for Fiscal Year 33-34
June 1, 2035	75% of Tax Increments for Fiscal Year 34-35

June 1, 2036	75% of Tax Increments for Fiscal Year 35-36
June 1, 2037	75% of Tax Increments for Fiscal Year 36-37
June 1, 2038	75% of Tax Increments for Fiscal Year 37-38
June 1, 2039	75% of Tax Increments for Fiscal Year 38-39
June 1, 2040	75% of Tax Increments for Fiscal Year 39-40
June 1, 2041	75% of Tax Increments for Fiscal Year 40-41
June 1, 2042	75% of Tax Increments for Fiscal Year 41-42

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements and the Development Property under the terms of the Ordinance and deposited into the Argent Baxter JV-Council Bluffs, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve (12) month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Grants").

The above schedule of the payments for Grants is based on the first full assessment of the Minimum Improvements being January 1, 2023. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2023, then the first Grant will not begin as scheduled, but will be delayed by one (1) year. However, in no event shall the schedule of Grants be delayed more than one year, meaning that the latest potential date for Developer's first Grant, if eligible, is June 1, 2026.

The Grants are only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.2 Conditions. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make a Grant in any year shall be subject to and conditioned upon the following:

- (a) Developer's acquisition of the Development Property;
- (b) execution of the Minimum Assessment Agreement by Developer contemporaneous with this Agreement, and execution of the Minimum Assessment Agreement by the County Assessor and all lienholders and mortgage holders to the Development Property prior to the Closing Date;
- (c) compliance with the terms of this Agreement, including but not limited to timely construction and full assessment of the Minimum Improvements; and
- (d) compliance with the terms of the Minimum Assessment Agreement and assessment of the Minimum Improvements and Development Property of at least \$45,000,000 as set out in the Minimum Assessment Agreement.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured within the period of time for cure provided by this Agreement, the City shall have no obligation thereafter to make any payments to Developer in respect of the Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for a Grant in any year shall not serve to extend the term of this Agreement beyond the Termination Date or the years during which Grants may be awarded to Developer, it being the intent of parties hereto to provide Developer with an opportunity to receive Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

After the Minimum Improvements are first fully assessed, and if Developer is in compliance with this Agreement and Developer's Annual Certification is timely filed, contains the information required under Section 6.7, and does not reveal an Event of Default hereunder for which notice has been properly served and any applicable cure period having expired, then the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1 according to the established schedule. (Example: assuming completion by December 2022 and first full assessment on January 1, 2023, if Developer certifies in October 2023 and the City certifies to the County by December 1, 2023, the first Grant would be paid to Developer on June 1, 2025 (for 75% of the Tax Increment for the Fiscal Year 2024-2025)). Compliance with the terms and conditions of this Agreement is a condition precedent to a Grant. As an example, if property taxes are not paid, or if Developer's Annual Certification is not timely filed or such Annual Certification or other evidence shows that Developer has not fulfilled the obligations in this Agreement, Developer is not eligible for a Grant.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements and Development Property over the specified time period, but in no event shall exceed Twenty Three Million dollars (\$23,000,000) over eighteen years. In no event shall Developer be entitled to receive more than calculated under the formula set forth in this Agreement, even if the combined, aggregate maximum is not met.

Section 8.4. Source of Grant Funds Limited.

a. The Grants shall be payable from and secured solely and only by amounts deposited and held in the Argent Baxter JV - Council Bluffs, LLC TIF Account of the Playland Park Urban Renewal Tax Increment Revenue Fund of the City. The City

hereby covenants and agrees to maintain the Ordinance on the Development Property in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Argent Baxter JV - Council Bluffs, LLC TIF Account to pay the Grants, as and to the extent set forth in this Article. The Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Grants for which Developer is eligible.

b. Each Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer.

d. In the event that the City Council affirmatively decides not to appropriate an annual Grant pursuant to Section 8.4(b) and 8.4(c):

(A) Within ten (10) business days of the City Council making its decision not to appropriate the Grant, the City shall give written notice of such non-appropriation to the Developer; provided, however, any failure of the City to provide such notice shall not alter the City Council's decision not to appropriate the Grant and shall not otherwise be interpreted

as limiting the City's right of non-appropriation; and

(B) The City shall confer with the Developer about alternate incentives and mechanisms available to Developer from the City or its agencies that may provide Developer with an incentive equal to the non-appropriated annual Grant amount; provided, however that nothing herein shall be interpreted as limiting the City's right of non-appropriation or obligating the City to provide an alternate incentive.

Section 8.5. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

Section 8.6. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement, or shall ensure that such taxes are paid by the property owner. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

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

a. The Minimum Improvements shall be treated as real property for property tax purposes;

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

c. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Minimum Improvements and the Development Property; and

d. The provisions of this Section 8.6 shall survive the termination of this Agreement.

Section 8.7. Minimum Assessment Agreement. As further consideration for this Agreement, Developer shall execute, contemporaneous with the execution of this Agreement, an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying

the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit G (“Assessment Agreement” or “Minimum Assessment Agreement”). Specifically, Developer, the City, the County Assessor, the holder of any mortgage and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements to be constructed on the Development Property and the Development Property of not less than \$45,000,000 upon completion of the Minimum Improvements until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the “Assessor's Minimum Actual Value”.

Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until December 31, 2041 (the “Assessment Agreement Termination Date”). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2019) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

Section 8.8 Local Match. The Grants provided for in this Article VIII are intended to serve as the local match for Developer’s application for benefits under the State of Iowa’s Workforce Housing Tax Incentives Program (“Program”). However, the City makes no representation or guarantee that: (1) the Grants will be paid to the Developer – said payment being subject to all of the terms and conditions of this Agreement; (2) the Grants will be deemed a sufficient local match by the State of Iowa to qualify for benefits under the Program; or (3) Developer will be awarded benefits under the Program. It is acknowledged by the Developer that the Local Match requirement shall not further obligate the City to any further payments or other incentives in excess of the commitments and obligations set forth in this Agreement.

ARTICLE IX. PROJECT FINANCING

Section 9.1 Limitation Upon Encumbrance of the Development Property. Subsequent to the Developer acquiring title to any portion of the Development Property and prior to the successful completion of any phase of the Project, as certified by the City, neither the Developer nor any successor in interest to the Development Property or any part thereof shall engage in any financing or any other financing transaction creating upon the Development Property, or any portion thereof, any mortgage or other encumbrance or lien securing the repayment of money (a “Mortgage”), whether by express agreement or operation of law, or suffer any Mortgage to be made on or attach to the Development Property, except:

(a) for the purposes of obtaining funds only to the extent necessary for acquisition and construction of the Project and Minimum Improvements (including, but not limited to, labor and materials, equipment, studies, professional fees, construction interest, organization, marketing and pre-opening expenses and management fees, and other direct costs of constructing the Project (including, without limitation, all interior improvements, fixtures and furnishings) and Minimum Improvements and an allowance for contingencies); and

(b) only upon prior written approval of the City in accordance with Section 9.2 of this Agreement.

The City shall not approve any Mortgage which does not conform to Section 9.6 of this Agreement.

Section 9.2 Approval of Mortgage. The City shall approve the Mortgage if:

- (a) the City first receives a copy of all Mortgage documents;
- (b) the Mortgage loan, together with funds available to the Developer, will, in the reasonable judgment of the City, be sufficient to construct said Project;
- (c) the City is not entitled under Article 11 of this Agreement to exercise any of the remedies set forth therein as a result of an Event of Default;
- (d) the City determines that the terms of the Mortgage conform to the terms of Section 9.6 of this Agreement;
- (e) the Mortgagee executes an appropriate document in recordable form stating that the Mortgagee agrees to be bound by this Agreement; and
- (f) the Mortgagee has acknowledged and agrees to comply with the terms of the Minimum Assessment Agreement.

Section 9.3 Notice of Default; Copy to Mortgagee. Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in its obligations or covenants under this Agreement prior to the issuance of a Certificate of Completion for the Project, the City shall at the same time forward a copy of such notice or demand to each holder of any Mortgage authorized by this Agreement at the last known address of such holder as shown in the records of the City or at the address of the holder of the Mortgage as set forth in such Mortgage if the City has no record of receiving written notice of any changes to such address.

Section 9.4 Mortgage Holder Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, the holder of any Mortgage authorized by this Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Development Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the Mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder; provided, that nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Development Property or any part thereof to any uses, or to construct

any portion of the Project thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan and in this Agreement without the agreement of the City.

Section 9.5 Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 11.1 of this Agreement, each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent it relates to the part of the Development Property covered by the Mortgage) and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided, however, that if the breach or default is in respect to the construction of the Project, nothing contained in this Section or any other Section of this Agreement shall be deemed to require such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project.

Section 9.6 Subordination and Modification for the Benefit of Mortgagees.

a. To facilitate the obtaining of financing for the construction of the Project by the Developer, the City agrees to subordinate its rights under the Deed and this Agreement to the holder of the Mortgage for the purposes described in Section 9.1(a) of this Agreement, but only provided that the Mortgage or a subordination agreement provides that if the holder of the Mortgage shall foreclose on any portion of the Development Property, the improvements thereon, or any portion thereof or accept a deed in lieu of foreclosure and that any subsequent sale by the holder of a Mortgage shall require as a condition of the sale, the completion of the Project on the Development Property which has not been released by the Certificate of Completion.

b. To facilitate the obtaining of financing for the construction of any portion(s) of the Minimum Improvements, the City agrees that it shall agree to any reasonable modification of this Article 9 or waiver of its rights hereunder to accommodate the interests of the holder of the Mortgage, provided, however, that the City determines in its reasonable judgment, that any such modification(s) will adequately protect the legitimate interests and security of the City with respect to the Project and the Urban Renewal Plan. Any such amendment may be made by staff on behalf of the City and shall not require approval by the City Council.

c. Notwithstanding the provisions of this Section 9.6, the Developer, the City and the County Assessor shall not be required to and shall not subordinate the Minimum Assessment Agreement required in Section 8.7 of this Agreement to any Mortgage, and any Mortgagee or holder of the Mortgage shall be required to acknowledge and comply with the Minimum Assessment Agreement.

ARTICLE X. INDEMNIFICATION

Section 10.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article X, the

"indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or the Development Property.

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

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

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

ARTICLE XI. REMEDIES

Section 11.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms and conditions of this Agreement;

b. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to pay or cause to be paid ad valorem taxes on the Development Property and Minimum Improvements;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this

Agreement, the Minimum Assessment Agreement, or any agreement attached as an exhibit hereto or incorporated by reference herein;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

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

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

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

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

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, in its reasonable

discretion, that Developer will cure the default and continue its performance under this Agreement;

- b. The City may terminate this Agreement;
- c. The City may withhold the Certificate of Completion;
- d. The City may exercise its right of reversion with respect to the Development Property; or
- e. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement.

Section 11.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 12.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Argent Baxter JV

- Council Bluffs, LLC, at 730 W. Randolph Street, Suite 500, Chicago, IL 60661, Attn: Mark Matthews, Chairman; and, Argent Baxter JV - Council Bluffs, LLC at 1023 Avenue G, Fort Madison, IA 52627, attention, President, Tony Baxter;

- b. In the case of the City, is addressed to or delivered personally to the City at 209 Pearl St., Suite 105, Council Bluffs, Iowa 51503, Attn: City Clerk;

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

Section 12.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 12.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written, including but not limited to the Original Agreement between the City and Argent Development Group, L.L.C. dated March 28, 2017 and any exhibits thereto. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 12.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2043, unless terminated earlier under the provisions of this Agreement.

Section 12.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 12.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

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

[Signatures start on the next page]

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matthew J. Walsh, Mayor

ATTEST:

By: _____
Jodi Quackenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Matthew J. Walsh and Jodi Quackenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

Platted as: Block 1, River's Edge Subdivision, Council Bluffs, Iowa

Pottawattamie County Parcel Number 7544-28-356-001

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of a single residential tower (the “Tower”). The Tower shall consist of up to 210 rental units ranging in size between 700 and 1,300 square feet (“Apartments”), and 24 “for sale” units with an approximate size of 1,000 square feet (“Condo Units”), with amenities consistent with other projects developed by Developer (outdoor amenity deck, fitness center, game room, etc.). The Minimum Improvements shall be in substantial conformance with the diagrams set forth in Exhibit B-1.

The proposed Project is estimated to require an investment of approximately \$60,000,000 for building and improvements. The construction of the Minimum Improvements is required under the terms of the Agreement to be completed by March 31, 2022, subject to Unavoidable Delays.

The assessed value after construction of the Minimum Improvements for the purpose of this Agreement is required to be at least \$45,000,000 pursuant to the Minimum Assessment Agreement entered into by and among the City, Developer and the Pottawattamie County Assessor.

In the event that Developer is unable to achieve sales of the twenty four (24) Condo Units prior to the completion of construction and the issuance of a Certificate of Occupancy, and provided that Developer has sold at least twelve (12) Condo Units, Developer may market the remaining Condo Units for lease and for sale, and Developer shall be allowed to lease the remaining Condo Units. Developer agrees to utilize commercially reasonable efforts to market and sell the Condo Units.

EXHIBIT B-1
SITE PLANS

Execution Version

B-2

EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Council Bluffs, Iowa (the “City”) and Argent Baxter JV-Council Bluffs, LLC (the “Developer”), did on or about the _____ day _____, 20___, make, execute and deliver, each to the other, an Amended and Restated Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Block 1, River’s Edge Subdivision, Council Bluffs, Iowa

(the “Development Property”); and

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

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

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

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

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____

Matthew J. Walsh, Mayor

ATTEST:

By: _____

Jodi Quackenbush, City Clerk

STATE OF IOWA)

) SS

COUNTY OF POTTAWATTAMIE)

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

Notary Public in and for the State of Iowa

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: Brandon Garrett, Community Development Director of Council Bluffs, 209 Pearl St., Council Bluffs, IA
51503

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Council Bluffs, Iowa (the “City”), and Argent Baxter JV-Council Bluffs, LLC, an Iowa limited liability company (“Developer”) did on or about the ____ day of _____, 2019, make, execute and deliver, each to the other, an Amended and Restated Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Playland Park Urban Renewal Plan (the “Plan”), to develop and operate certain real property located within the City and within the Playland Park Urban Renewal Area.

The Development Property is described as follows:

Block 1, River’s Edge Subdivision, Council Bluffs, Iowa

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2019 and terminates on December 31, 2043, unless otherwise terminated as set forth in the Agreement; and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Execution Version

D-1

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

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

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

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2019.

[signatures to follow on next pages]

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matthew J. Walsh, Mayor

ATTEST:

By: _____
Jodi Quackenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Matthew J. Walsh and Jodi Quackenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due by October 15th as required under terms of Amended Development Agreement)

Developer certifies the following:

During the time period covered by this Certification, Developer is and was in compliance with Section 6.7 as follows:

(i) all ad valorem taxes on the Development Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) the Minimum Improvements were first fully assessed on January 1, 20____, at a full assessment value of \$_____, and are currently assessed at \$_____;

(iii) the undersigned officer of Developer have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, certify that Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification, or if the signers are aware of any such Event of Default, said officers have disclosed the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

[signatures on next page]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

ARGENT BAXTER JV - COUNCIL BLUFFS, LLC

By: _____

Name: _____

Title: _____

This instrument was acknowledged, signed and sworn to before me on _____,
20__ by _____ as _____ of Argent Baxter JV - Council Bluffs,
LLC.

Notary Public in and for the State of _____

Attachments: proof of payment of taxes

EXHIBIT F
ASSIGNMENT AND CONSENT

THIS ASSIGNMENT AND CONSENT (“Assignment”) is entered into as of the _____ day of _____, 2019, by and between the CITY OF COUNCIL BLUFFS, IOWA (“City”), ARGENT DEVELOPMENT GROUP, L.L.C. (“Former Developer”), and ARGENT BAXTER JV - COUNCIL BLUFFS, LLC (“Developer”). The City, Former Developer, and Developer are parties to this Assignment.

WHEREAS, the City previously entered into an Agreement for Private Development with Argent Development Group, L.L.C. (“Former Developer”) dated March 28, 2017 which contemplated that the Former Developer would acquire property described as Block 1, River’s Edge Subdivision, Council Bluffs, Iowa (“the Development Property”) and build certain improvements thereon (“Original Agreement”), and a Memorandum of Agreement related to the Original Agreement was recorded with the Recorder of Pottawattamie County, Iowa at Book 2017, Page 07730; and

WHEREAS, as part of the Original Agreement, the City and Former Developer entered into a Minimum Assessment Agreement associated with the Development Property dated March 28, 2017 (“Original MAA”), and recorded with the Recorder of Pottawattamie County, Iowa at Book 2017, Page 07729; and

WHEREAS, the Former Developer has not acquired the Development Property or otherwise performed under the Original Agreement; and

WHEREAS, the City has negotiated an Amended and Restated Agreement for Private Development (“Agreement”) with Argent Baxter JV-Council Bluffs, LLC (“Developer”), whereby Developer would acquire the Development Property, construct Minimum Improvements thereon, and agree to an Amended and Restated Minimum Assessment Agreement associated therewith; and

WHEREAS, Former Developer is willing to assign all rights under the Original Agreement to Developer and to otherwise release all rights and obligations under the Original Agreement and associated Original MAA so as to allow the City and Developer to enter into the Agreement and an Amended and Restated Minimum Assessment Agreement with respect to the development of the Development Property.

NOW THEREFORE, in consideration of the mutual promises and the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledges, the parties do hereby covenant and agree as follows:

1. **Assignment of Original Agreement.** The Former Developer does hereby assign to the Developer all of its right, title, and interest in and to the Original Agreement and releases all rights and obligations under the Original Agreement. By the execution of this

Assignment, the City consents to the Former Developer's assignment of the Original Agreement to Developer with the understanding that the Developer will enter into an Amended and Restated Agreement for Private Development with the City whereby the Developer agrees to acquire the Development Property and complete the Minimum Improvements as and to the extent set forth in the Amended and Restated Agreement.

2. **Consent to Amended and Restated Minimum Assessment Agreement.** The Former Developer does hereby acknowledge and agree that the Original MAA shall be replaced in its entirety with an Amended and Restated Minimum Assessment Agreement to be executed by the City and Developer.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Consent to be duly executed on or as of the Effective Date.

[Signature pages to follow]

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matthew J. Walsh, Mayor

ATTEST:

By: _____
Jodi Quackenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Matthew J. Walsh and Jodi Quackenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: Brandon Garrett, Community Development Director of Council Bluffs, 209 Pearl St., Council Bluffs, IA
51503

EXHIBIT G
AMENDED AND RESTATED MINIMUM ASSESSMENT AGREEMENT

THIS AMENDED AND RESTATED MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”), is dated as of _____, 2019, by and between the City of Council Bluffs, Iowa (the “City”), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2019, as amended, and Chapter 15A (the “Urban Renewal Act”), and Argent Baxter JV - Council Bluffs, LLC, an Iowa limited liability company, having offices for the transaction of business at 1023 Avenue G, Fort Madison, IA 52627 (“Developer”).

WITNESSETH:

WHEREAS, the City and Developer have entered into an Amended and Restated Agreement for Private Development dated as of _____, 2019 (“Development Agreement” or “Agreement”) regarding certain real property located in the City which is legally described as follows:

Block 1, River’s Edge Subdivision, Council Bluffs, Iowa

(the “Development Property”); and

WHEREAS, it is contemplated that Developer will undertake the construction of Minimum Improvements (as defined in the Development Agreement) on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property by Developer pursuant to the Development Agreement; and

WHEREAS, the City and the Assessor for the County have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

WHEREAS, the City previously entered into an Agreement for Private Development with Argent Development Group, L.L.C. (“Former Developer”) dated March 28, 2017 which contemplated that the Former Developer would acquire the Development Property and build certain improvements thereon (“Original Agreement”), and a Memorandum of Agreement related to the Original Agreement was recorded with the Recorder of Pottawattamie County, Iowa at Book 2017, Page 07730; and

WHEREAS, as part of the Original Agreement, the City and Former Developer entered into a Minimum Assessment Agreement associated with the Development Property dated March 28, 2017, and recorded with the Recorder of Pottawattamie County, Iowa at Book 2017, Page 07729; and

WHEREAS, the Former Developer has assigned all of its rights and obligations under the Original Agreement to the Developer and consents to the City and Developer entering into this Amended and Restated Minimum Assessment Agreement with respect to the development of the Development Property; and

NOW, THEREFORE, the parties to this Amended and Restated Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements, but no later than January 1, 2023, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property and the Development Property shall be not less than Forty Five Million Dollars (\$45,000,000) (hereafter referred to as the “Minimum Actual Value”).

The Minimum Actual Value shall continue to be effective until termination of this Minimum Assessment Agreement on December 31, 2041 (the “Assessment Agreement Termination Date”). The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason whatsoever.

4. Developer agrees that, prior to the Termination Date, it will not:

a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property or the Minimum Improvements determined by any tax official to be applicable to the Development Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property or the Minimum Improvements between the date of execution of this Agreement and the Termination Date; or

c. request the Assessor to reduce the Minimum Actual Value; or

d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or

e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Pottawattamie County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its

entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

7. This Minimum Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Termination Date set forth in Section 1 above.

11. All lienholders shall have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

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

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matthew J. Walsh, Mayor

ATTEST:

By: _____
Jodi Quackenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Matthew J. Walsh and Jodi Quackenbush, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

Exhibit H

**DEED WITHOUT WARRANTY
Recorder's Cover Sheet**

Preparer Information:

Nathan J. Overberg
100 Court Avenue, Suite 600
Des Moines, IA 50309-2231
Phone: (515) 243-7611

Taxpayer Information:

Argent Baxter JV - Council Bluffs, LLC
1023 Avenue G
Fort Madison, IA 52627

Return Document to:

Argent Baxter JV - Council Bluffs, LLC
1023 Avenue G
Fort Madison, IA 52627

Grantors: City of Council Bluffs, Iowa

Grantees: Argent Baxter JV - Council Bluffs, LLC

Legal Description: Block 1, River's Edge Subdivision, Council Bluffs, Iowa

Document or instrument number of previously recorded documents: N/A

DEED WITHOUT WARRANTY

For the consideration of One Dollar (\$1.00) and other valuable consideration, the CITY OF COUNCIL BLUFFS, IOWA, a municipality in the State of Iowa (“Grantor”), does hereby Convey to ARGENT BAXTER JV - COUNCIL BLUFFS, LLC, an Iowa limited liability company (“Grantee”), the following described real estate in Pottawattamie County, Iowa:

Block 1, River’s Edge Subdivision, Council Bluffs, Iowa

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Amended and Restated Development Agreement, executed by the Grantor and Grantee herein, dated _____, 2019, as may be amended from time to time (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Agreement.

Specifically, this Deed is subject to the right of Grantor to reacquire title to the described real estate upon an Event of Default by Developer as defined in the Agreement, in which event the Grantor shall have the right to reacquire the property and to terminate and revest in the Grantor the estate conveyed by this Deed to the Grantee, its assigns and successors in interest in accordance with the terms and conditions of the Agreement, and all right, title and interest of Grantee in the above-described premises shall cease and revert immediately to Grantor, its successors and assigns. These conditions shall run with the land.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

This transfer is exempt under Iowa Code Chapter 428A.2.19 and 428A.2.6.

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

Dated: _____, 2019.

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matthew J. Walsh, Mayor

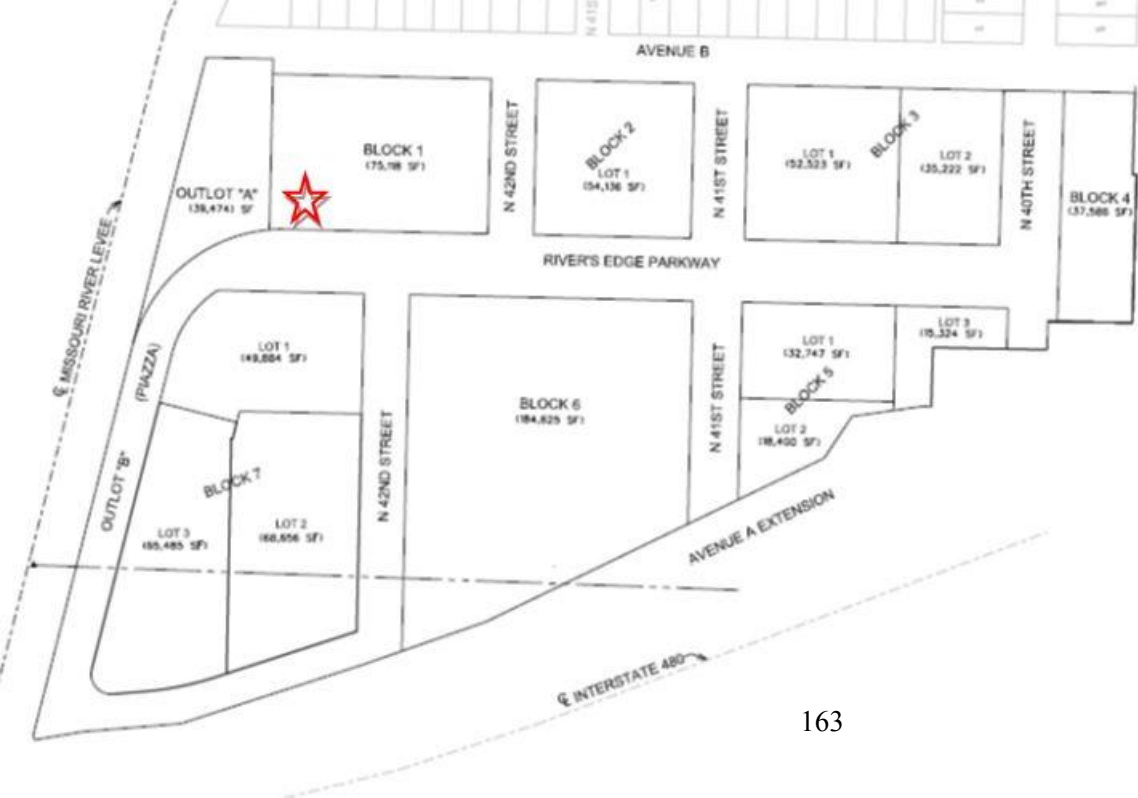
By: _____
Jodi Quackenbush, City Clerk

STATE OF IOWA, COUNTY OF POTTAWATTAMIE:

On _____, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matthew J. Walsh and Jodi Quackenbush, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Council Bluffs Iowa, the municipal corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its City Council; and that the Mayor and City Clerk, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARY PUBLIC IN AND FOR SAID STATE

01654939-1\10342-143



Resolution 19-279

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

December 16, 2019

7:00 P.M.

Playland Park Urban Renewal Plan

- Public hearing on the proposal to enter into an Amended and Restated Agreement for Private Development with Argent Baxter JV - Council Bluffs, LLC.
- Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development by and between the City of Council Bluffs and Argent Baxter JV - Council Bluffs, LLC.

IMPORTANT INFORMATION

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

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

December 16, 2019

The City Council of the City of Council Bluffs in the State of Iowa, met in _____ 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 _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of an Amended and Restated Agreement for Private Development by and between the City of Council Bluffs and Argent Baxter JV - Council Bluffs, LLC., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND ARGENT BAXTER JV - COUNCIL BLUFFS, LLC.", 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 _____, 2019, 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. 19-279

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF AN AMENDED AND RESTATED
AGREEMENT FOR PRIVATE DEVELOPMENT BY AND
BETWEEN THE CITY OF COUNCIL BLUFFS AND ARGENT
BAXTER JV - COUNCIL BLUFFS, LLC.

WHEREAS, by Resolution No. 03-138, adopted June 23, 2003, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Playland Park Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Playland Park Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan as amended, is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, the Plan has been amended by Amendment No. 1 in 2005, Amendment No. 2 in 2009, Amendment No. 3 in 2004, Amendment No. 4 in 2006, and is proposed to be further amended by an Amendment No. 5, planned for the Council's consideration on December 16, 2019; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City of Council Bluffs, Iowa ("City") and Argent Development Group, L.L.C. ("Former Developer") entered into an Agreement for Private Development on March 28, 2017 ("Original Agreement"); and

WHEREAS, pursuant to the Original Agreement, the Former Developer was to cause certain Minimum Improvements to be constructed in connection with an urban renewal project identified in to the Plan, as amended, for the redevelopment of certain real property located within the Urban Renewal Area and legally described as Block 1, River's Edge Subdivision, Council Bluffs, Iowa (the "Development Property"); and

WHEREAS, the Former Developer has not initiated performance under the terms of the Original Agreement; and

WHEREAS, the City has received a proposal from Argent Baxter JV-Council Bluffs, LLC (the "Developer"), in the form of a proposed Amended and Restated Agreement for Private Development (the "Agreement") by and between the City and the Developer, which would replace the Original Agreement and would establish new terms for the project; and

WHEREAS, pursuant to the terms of the Agreement, among other things, the City would agree to sell the Development Property to the Developer for redevelopment, and the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on the Development Property, consisting of the construction of a single residential tower to consist of up to 210 rental units and 24 "for sale" units, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Former Developer consents to the City and Developer entering into this Amended and Restated Agreement with respect to the development of the Development Property; and

WHEREAS, the Agreement further proposes that the City will make no more than eighteen (18) consecutive annual payments of Grants to Developer consisting of 75% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of no more than \$23,000,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into an Amended and Restated Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$45,000,000; and

WHEREAS, Chapters 15A and 403, Code of Iowa, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof.

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development and blight remediation activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 16th day of December, 2019.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2019.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

01657869-1\10342-143

Council Communication

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

Resolution 19-280A & 19-280B
ITEM 6.A.

Council Action: 12/16/2019

Description

19-280A - Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.

19-280B - Resolution amending Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

Background/Discussion

(A) When a City sells Bond Debt it appoints the Trust Department of a Bank qualified to handle transactions for administration of the bonds. These transactions would include closing the transaction and receiving the money from the bond buyer, monitoring and collecting timely principal and interest payments from the City to assure proper payments to bond clients, making the bond principal and interest payments directly to the bondholders so the City does not have to track and maintain ledgers on all bond holders and to balance all accounts to assure proper administration of the cash allocated for bond payments. The cost for this service is a nominal \$500 per year per series of bonds issued.

(B) This resolution incorporates several documents into the official record of the bond sale to assure compliance with State and Federal laws. It incorporates the Certificate of Tax Exemption for the Series 2019 bond which sets out the conditions under which the interest on these bonds remains exempt from federal taxation. It promises the City will follow the rules for continuing disclosure of actions and incidents which are determined to be material actions in the administration of the bonds. It pledges the City's tax base as payment for the bonds and levies taxes necessary to make all payments of principal and interest on these bonds.

Recommendation

The resolution be approved.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 19-280 A&B	Resolution	12/11/2019

Resolution 19-280A&B

ITEMS TO INCLUDE ON AGENDA FOR DECEMBER 16, 2019

CITY OF COUNCIL BLUFFS, IOWA

\$7,630,000 General Obligation Bonds, Series 2019.

- Resolution Appointing Paying Agent, Bond Registrar, and Transfer Agent, Approving the Paying Agent and Bond Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution amending Resolution authorizing and providing for the issuance, and levying a tax to pay the Bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

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

December 16, 2019

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

Resolution 19-280A

RESOLUTION APPOINTING UMB BANK, N.A. OF WEST DES MOINES, IOWA, TO SERVE AS PAYING AGENT, BOND REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND BOND REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT

WHEREAS, \$7,630,000 General Obligation Bonds, Series 2019, dated December 30, 2019, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Bonds; and

WHEREAS, this Council has deemed that the services offered by UMB Bank, N.A. of West Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered bonds; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and UMB Bank, N.A.

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

1. That UMB Bank, N.A. of West Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$7,630,000 General Obligation Bonds, Series 2019, dated December 30, 2019.

2. That the Agreement with UMB Bank, N.A. of West Des Moines, Iowa, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 16th day of December, 2019.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION AMENDING THE 'RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,630,000 GENERAL OBLIGATION BONDS, SERIES 2019, AND LEVYING A TAX FOR THE PAYMENT THEREOF', PASSED AND APPROVED ON MARCH 11, 2019, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, AUTHORIZING AND APPROVING THE ISSUANCE OF THE BONDS, AND LEVYING A TAX FOR THE PAYMENT THEREOF AND APPROVING THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

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

Resolution 19-280B

RESOLUTION AMENDING THE "RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,630,000 GENERAL OBLIGATION BONDS, SERIES 2019, AND LEVYING A TAX FOR THE PAYMENT THEREOF", PASSED AND APPROVED ON MARCH 11, 2019, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, AUTHORIZING AND APPROVING THE ISSUANCE OF THE BONDS, AND LEVYING A TAX FOR THE PAYMENT THEREOF AND APPROVING THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of:

- a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm

sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;

b) acquisition, construction, reconstruction, and improvement of real and personal property, useful for the reclamation of property situated within the corporate limits of cities from floods or high waters, including the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the development and beautification of the banks and other areas adjacent to flood control improvements;

c) equipping of the fire department;

d) rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks;

e) acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance,

essential corporate purposes, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$6,680,000 be authorized for said purposes; and

WHEREAS, pursuant to notice published as required by Section 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Bonds, and the Council is therefore now authorized to proceed with the issuance of said Bonds for such purposes; and

WHEREAS, the City is in need of funds to pay costs of acquisition, construction, reconstruction, enlargement, improvement, and equipping, including information technology hardware and software, of city buildings, general corporate purposes, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$700,000 be authorized for said purposes; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purposes in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purposes; and

WHEREAS, the City is in need of funds to pay costs of:

a) construction, reconstruction, enlargement, improvement, and equipping of recreation grounds and trails, recreation buildings, and recreation centers, and

b) acquisition, construction, reconstruction, extension, improvement of city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes,

general corporate purposes, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$160,000 be authorized for said purposes; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purposes in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purposes; and

WHEREAS, the City is in need of funds to pay costs of construction, reconstruction, enlargement, improvement, and equipping of the golf course, general corporate purposes, and it is deemed necessary and advisable that General Obligation Bonds, to the amount of not to exceed \$260,000 be authorized for said purposes; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Section 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Bonds for general corporate purposes in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Bonds for such purposes; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various General Obligation Bonds authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$7,630,000 General Obligation Bonds, Series 2019, as hereinafter set forth;

WHEREAS, pursuant to the provisions of Chapter 75 of the Code of Iowa, the above mentioned Bonds were heretofore sold at public sale and action should now be taken to issue said Bonds conforming to the terms and conditions of the best bid received at the advertised public sale;

WHEREAS, on March 11, 2019, the City Council of said City did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$7,630,000 GENERAL OBLIGATION BONDS, SERIES 2019, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the City, it is necessary to make numerous changes to the Resolution adopted on March 11, 2019; and, therefore, said Council has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted on March 11, 2019.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Bonds.
- "Bond Fund" shall mean the fund created in Section 3 of this Resolution.
- "Bonds" shall mean \$7,630,000 General Obligation Bonds, Series 2019, authorized to be issued by this Resolution.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Bonds " shall mean the Bonds as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Bond pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Council Bluffs, State of Iowa.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Bonds as securities depository.
- "Paying Agent" shall mean UMB Bank, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due.

- "Project" shall mean:

a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;

b) acquisition, construction, reconstruction, and improvement of real and personal property, useful for the reclamation of property situated within the corporate limits of cities from floods or high waters, including the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the development and beautification of the banks and other areas adjacent to flood control improvements;

c) equipping of the fire department;

d) rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks;

e) acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance;

f) acquisition, construction, reconstruction, enlargement, improvement, and equipping, including information technology hardware and software, of city buildings;

g) construction, reconstruction, enlargement, improvement, and equipping of recreation grounds and trails, recreation buildings, and recreation centers;

h) acquisition, construction, reconstruction, extension, improvement of city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes; and

i) construction, reconstruction, enlargement, improvement, and equipping of the golf course.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Bonds.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean UMB Bank, N.A. of West Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Bonds. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Bonds.

- "Resolution" shall mean this amending resolution authorizing the Bonds.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Director of Finance and delivered at the time of issuance and delivery of the Bonds.

- "Treasurer" shall mean the Director of Finance or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Bonds hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Council Bluffs, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$1,533,500*	2019/2020
\$ 637,150	2020/2021
\$ 632,750	2021/2022
\$ 628,050	2022/2023
\$ 618,050	2023/2024
\$ 612,900	2024/2025
\$ 607,450	2025/2026
\$ 601,700	2026/2027
\$ 595,650	2027/2028
\$ 594,300	2028/2029
\$ 593,100	2029/2030
\$ 596,700	2030/2031

*A levy has been included in the budget previously certified and will be used together with available City funds to pay the principal and interest of the Bond coming due in fiscal year 2019/2020.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2020 will be collected during the fiscal year commencing July 1, 2021.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Pottawattamie County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Bonds issued in anticipation of the tax, and for no other purpose whatsoever, which action requires a modification and change of the levies originally made in accordance with the Bond Resolution certified to and filed in the Pottawattamie County Auditor's office on March 15, 2019.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Bond Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION BOND FUND NO. 1" (the "Bond Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Bonds hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Bond Proceeds. Proceeds of the Bonds, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Bonds at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Bond Fund Proceeds. All moneys held in the Bond Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Bonds as herein provided.

Section 6. Bond Details, Execution and Redemption.

a) Bond Details. General Obligation Bonds of the City in the amount of \$7,630,000, shall be issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa for the aforesaid purposes. The Bonds shall be designated "GENERAL OBLIGATION BOND, SERIES 2019", be dated December 30, 2019, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2020, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Bond. The Bonds shall be in the denomination of \$5,000 or multiples thereof. The Bonds shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$1,820,000	3.000%	2020
\$ 480,000	3.000%	2021
\$ 490,000	3.000%	2022
\$ 500,000	3.000%	2023
\$ 505,000	3.000%	2024
\$ 515,000	3.000%	2025
\$ 525,000	3.000%	2026
\$ 535,000	3.000%	2027
\$ 545,000	3.000%	2028
\$ 560,000	2.000%	2029
\$1,155,000	2.000%	2031*

*Term Bonds

b) Redemption.

i. Optional Redemption. Bonds maturing after June 1, 2028, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All Bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for

their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

ii. Mandatory Payment and Redemption of Term Bonds. All Term Bonds are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Bond #1		
Principal Amount	Interest Rate	Maturity June 1st
\$570,000	2.000%	2030
\$585,000	2.000%	2031*

*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

Section 7. Issuance of Bonds in Book-Entry Form; Replacement Bonds.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in Authorized Denominations, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of each maturity of Bonds (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Bonds must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bonds registered in the name of Cede & Co. will be made by wire transfer or New York

Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated or in the Representation Letter.

b) The Bonds will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of the Bonds will be registered in the registry books of the UMB Bank, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Bonds under the Resolution of the Issuer, registering the transfer of Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Bonds under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Bonds; with respect to any notice given to owners of Bonds under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Bonds, or a consent given or other action taken by DTC as registered owner of the Bonds. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Bonds certificates. The Bonds will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Bonds will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and premium, if any, and interest on the Bond and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Bondholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Bondholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Bondholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Bondholders and payments on the Bonds. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Bonds is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Bonds to be transferred or exchanged and appropriate instruments of transfer. In the event Bond certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of the Resolution apply to, among other things, the printing of certificates and the method or payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of interests in Depository Bonds by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Bonds in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Bonds, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bonds, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Bonds; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Bonds, and in no other way. UMB Bank, N.A. is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and

Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bonds and in this Resolution.

b) Transfer. The ownership of any Bond may be transferred only upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Bonds. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

d) Ownership. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Bonds which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Bonds which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Bonds to the Issuer.

f) Non-Presentation of Bonds. In the event any payment check representing payment of principal of or interest on the Bonds is returned to the Paying Agent or if any bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest

or Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Bonds of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one bond for each annual maturity. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Bond of like tenor and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Bonds to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Bond shall surrender the Bond to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Bonds by their manual or authorized signature and deliver the Bonds to the Registrar, who shall authenticate the Bonds and deliver the same to or upon order of the Purchaser. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the Resolution of Issuer authorizing the issuance of the Bonds;

2. A written order of Issuer signed by the Director of Finance of the Issuer directing the authentication and delivery of the Bonds to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Bonds proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered bondholder.

Section 13. Form of Bond. Bonds shall be printed substantially in the form as follows:

"STATE OF IOWA"
 "COUNTY OF POTTAWATTAMIE"
 "CITY OF COUNCIL BLUFFS"
 "GENERAL OBLIGATION BOND"
 "SERIES 2019"
 CORPORATE PURPOSE

Rate: _____
 Maturity: _____
 Bond Date: December 30, 2019
 CUSIP No.: _____
 "Registered"
 Certificate No. _____
 Principal Amount: \$ _____

The City of Council Bluffs, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of UMB Bank, N.A., West Des Moines, Iowa, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2020, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such

interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Bond is issued pursuant to the provisions of Sections 384.25, 384.26 and 384.28 of the Code of Iowa, for the purpose of paying costs of:

- a) opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes;
- b) acquisition, construction, reconstruction, and improvement of real and personal property, useful for the reclamation of property situated within the corporate limits of cities from floods or high waters, including the construction of levees, embankments, structures, impounding reservoirs, or conduits, and the development and beautification of the banks and other areas adjacent to flood control improvements;
- c) equipping of the fire department;
- d) rehabilitation and improvement of parks already owned, and facilities, equipment, and improvements commonly found in city parks;
- e) acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance;
- f) acquisition, construction, reconstruction, enlargement, improvement, and equipping, including information technology hardware and software, of city buildings;
- g) construction, reconstruction, enlargement, improvement, and equipping of recreation grounds and trails, recreation buildings, and recreation centers;
- h) acquisition, construction, reconstruction, extension, improvement of city enterprises, and public improvements as defined in section 384.37, other than those which are essential corporate purposes; and
- i) construction, reconstruction, enlargement, improvement, and equipping of the golf course,

in conformity to a Resolution of the Council of said City duly passed and approved.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name

of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Bonds maturing after June 1, 2028, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Bond. Failure to give written notice to any registered owner of the Bonds or any defect therein shall not affect the validity of any proceedings for the redemption of the Bonds. All bonds or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Bonds to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Bonds to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

The Bonds maturing on June 1, 2031 are subject to mandatory redemption prior to maturity by application of money on deposit in the Bond Fund and shall bear interest at 2.000% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$570,000	2030
\$585,000	2031*

*Final Maturity

The principal amount of Term Bonds may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Bonds credited against future mandatory redemption requirements for such Term Bonds in such order as the City shall determine.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by UMB Bank, N.A., West Des Moines, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Bondholders of such change. All bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Bond Resolution.

This Bond is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Bond as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Bond to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, UMB Bank, N.A., West Des Moines, Iowa.

Date of authentication: _____

This is one of the Bonds described in the within mentioned Resolution, as registered by UMB Bank, N.A.

UMB BANK, N.A., Registrar
West Des Moines, Iowa 50266

By: _____
Authorized Signature

Registrar and Transfer Agent: UMB Bank, N.A.

Paying Agent: UMB Bank, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF COUNCIL BLUFFS, STATE OF IOWA

By: (manual or facsimile signature) _____
Mayor

ATTEST:

By: (manual or facsimile signature) _____
City Clerk
(Information Required for Registration)
ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Bond and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Bonds. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Director of Finance is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Bonds to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Bonds or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Bonds from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Bonds; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Bonds if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Bonds under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Bonds as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Bonds as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 16th day of December, 2019.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2019.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

Council Communication

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

Resolution 19-281
ITEM 6.B.

Council Action: 12/16/2019

Description
Resolution authorizing the mayor to execute an agreement for the consent to subdivision and petition for voluntary annexation of property identified as 15093 valley view drive.

Background/Discussion
Dr. Coy is wanting to subdivide his parcel so that he could sell a parcel for development. Due to the property’s proximity to the city it was necessary to obtain the city’s consent to the subdivision. It was negotiated that Dr. Coy would petition for the voluntary annexation of all of his property but that the city would defer action on the petition for a period of 10 years. It is anticipated that once ten year period passes we would use the size of his parcel to allow an 80/20 voluntary annexation so that we could include other properties that otherwise would not consent to voluntary annexation into the city and be able to straighten out some of our city’s boundaries.

Recommendation
Approval of this Resolution

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Agreement	12/4/2019
Petition	Other	12/4/2019
Resolution 19-281	Resolution	12/11/2019

Prepared by: *City Legal Dept., 209 Pearl Street, Co. Bluffs, Iowa 51503-Phone: (712) 890-5317*
Return to: *City Legal Dept., 209 Pearl Street, Co. Bluffs, Iowa 51503-Phone: (712) 890-5317*

AGREEMENT OF CONSENT TO SUBDIVISION
AND
PETITION FOR VOLUNTARY ANNEXATION

This agreement between the City of Council Bluffs, Iowa (hereinafter referred to as "City") and Michael L. Coy (hereinafter referred to as "Petitioner") is entered this ___ day of _____, 2019.

Petitioner is the owner of two parcels of land with the parcel numbers 7443 05 376 006 see "Exhibit A" and 7443 05 376 007 see "Exhibit B". Petitioner is requesting that City consent to the subdivision of the two parcels into 3 parcels identified as lot 1, lot 2 and lot 3. Lot 1 will be the reconfigured parcel of what currently bears the address of 15093 Valley View Drive Council Bluffs, Iowa. Lot 2 will be the reconfigured parcel of what currently bears the address of 15091 Valley View Drive Council Bluffs, Iowa. Lot 3 a rectangular shaped parcel with its Western boundary butting up against Valley View Drive and its Southern boundary being what is currently the Southern boundary of parcel 7443 05 376 007.

Parcel 7443 05 367 007 is contiguous to the city limits of Council Bluffs and Parcel 7443 05 376 006 is contiguous to parcel 7443 05 376 007. The City is conditioning its consent to the proposed subdivision on Petitioner, petitioning for the Voluntary Annexation of both Parcels. Said Petition is attached hereto and incorporated by this reference. This petition is to be signed at the time that the City grants it consent to the proposed subdivision. City agrees not to act upon the petition until the passage of 10 years from the date of said signing unless otherwise requested by the Petitioner or his assigns.

It is also anticipated that after Lot 3 has been legally established it will be sold. Petitioner agrees that prior to closing on this sale that he will obtain from the purchaser a petition for the

voluntary annexation of the newly created Lot 3 signed by the individual or entity acquiring same. Likewise, if there is any transfer of the property currently making up Parcels 7443 05 376 006 or 7443 05 376 007 prior to the annexation of same a similar petition will need to be signed by the acquiring party. The petitions identified in this paragraph will not be acted upon by the City until such time as the 10 years set out in the paragraph above has past or upon the request of the Petitioner or his subsequent assigns.

In addition to the above requirements, the following conditions shall be adhered to:

1. The uses of Lots 1 and 2 shall be limited to those permitted in an area zoned AP in the City of Council Bluffs as they currently exist as set out in chapter 15.13 of its Municipal Code. Which is attached hereto and identified as Exhibit C.
2. The uses of Lot 3 shall be limited to those permitted in areas zoned C-2 in the City of Council Bluffs, Iowa as they currently exist as set out in Chapter 15.15 of its Municipal Code. Which is attached hereto and identified as Exhibit D.
3. Any development on Lot 3 shall be designed so that it is compliant with all of the provisions set out in Exhibit D. Its driveway and parking lot shall be compliant with Chapter 15.23 of the Council Bluffs Municipal Code as it currently exists. Which is attached hereto and identified as Exhibit E.
4. If the development on Lot 3 includes a kennel than the screening requirements set out in Section 15.24.040 of the Council Bluffs Municipal Code as it currently exists shall be complied with. This section is attached hereto and identified as Exhibit F.
5. So as to ensure proper spacing of the driveway approaches on Valley View Drive the approach serving Lot 3 shall not be within 100 feet of its Northerly property line.

Any document conveying an interest in Lots 1, 2 or 3 shall expressly state the restrictions and conditions contained herein either by insertion into such document or specific reference to this agreement.

As witness to the above agreement and as authorized representative of our respective party we have affixed our signatures below on this ___ day of _____, 2019.

CITY OF COUNCIL BLUFFS, IOWA

PETITIONER

By: _____
MATTHEW J. WALSH
Mayor
209 Pearl Street
Council Bluffs, Iowa 51503

By _____
MICHAEL L. COY, Property Owner
15091 Valley View Drive
Council Bluffs, Iowa 51503

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

Subscribed and sworn to me by _____ this ____ day of
_____, 20____.

Notary Public

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

Subscribed and sworn to me by _____ this ____ day of
_____, 20____.

Notary Public

Prepared by: City Legal Dept., 209 Pearl Street, Co. Bluffs, Iowa 51503-Phone: (712) 890-5317
Return to: City Legal Dept., 209 Pearl Street, Co. Bluffs, Iowa 51503-Phone: (712) 890-5317

PETITION FOR VOLUNTARY ANNEXATION

COME NOW THE UNDERSIGNED OWNERS OF LAND and hereby petition the City Council of the City of Council Bluffs, Iowa to voluntarily annex the land described in the Exhibits attached to this Petition to the City of Council Bluffs and state as follows:

1. Michael L. Coy is the owner of parcel numbers 7443 05 376 006 and 7443 05 376 007 described in Exhibits A & B, attached hereto.
2. The voluntary annexation of the land described in the attached Exhibits shall be subject to the City not taking any action on this Petition for a period of 10 years after the execution of same unless otherwise requested by the owner or his assigns.
3. The land described in the attached Exhibits is contiguous with the corporate limits of the City of Council Bluffs, all pursuant to Section 368.7 of the Iowa Code.

CITY OF COUNCIL BLUFFS, IOWA

PETITIONER

By: _____
MATTHEW J. WALSH
Mayor
209 Pearl Street
Council Bluffs, Iowa 51503

By _____
MICHAEL L. COY, Property Owner
15091 Valley View Drive
Council Bluffs, Iowa 51503

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

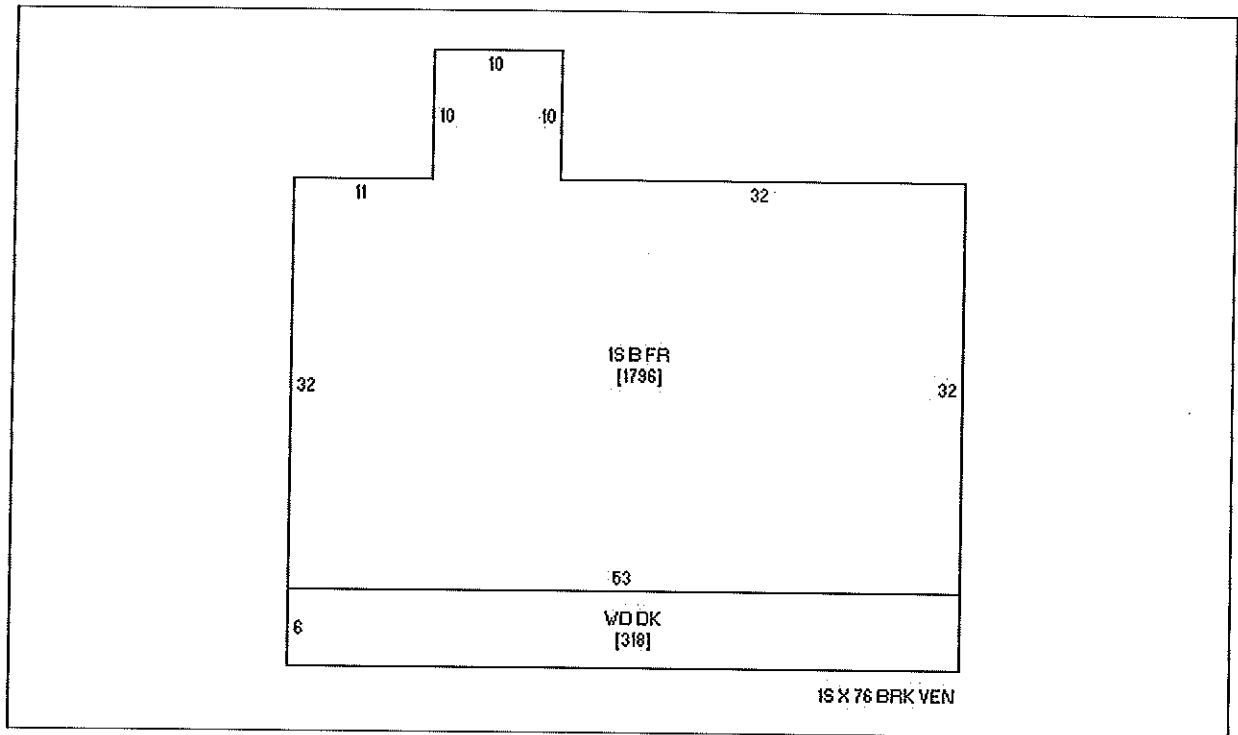
Subscribed and sworn to me by _____ this ____ day of
_____, 20____.

Notary Public

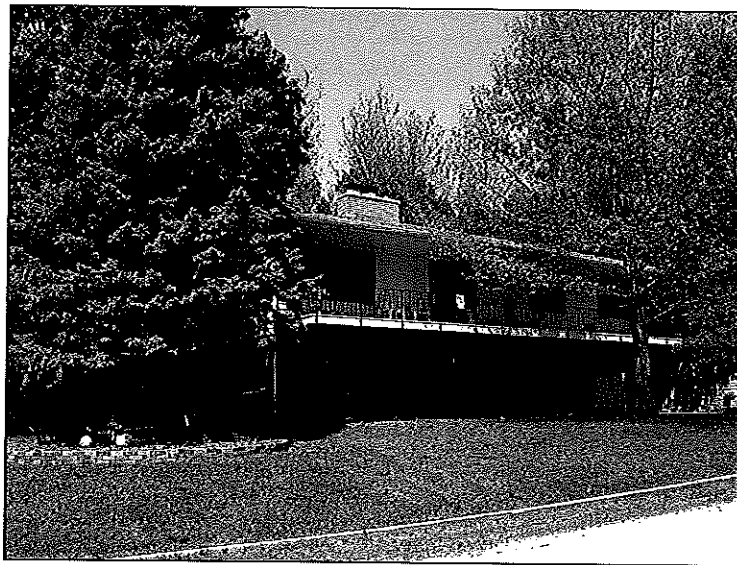
STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

Subscribed and sworn to me by _____ this ____ day of
_____, 20____.

Notary Public

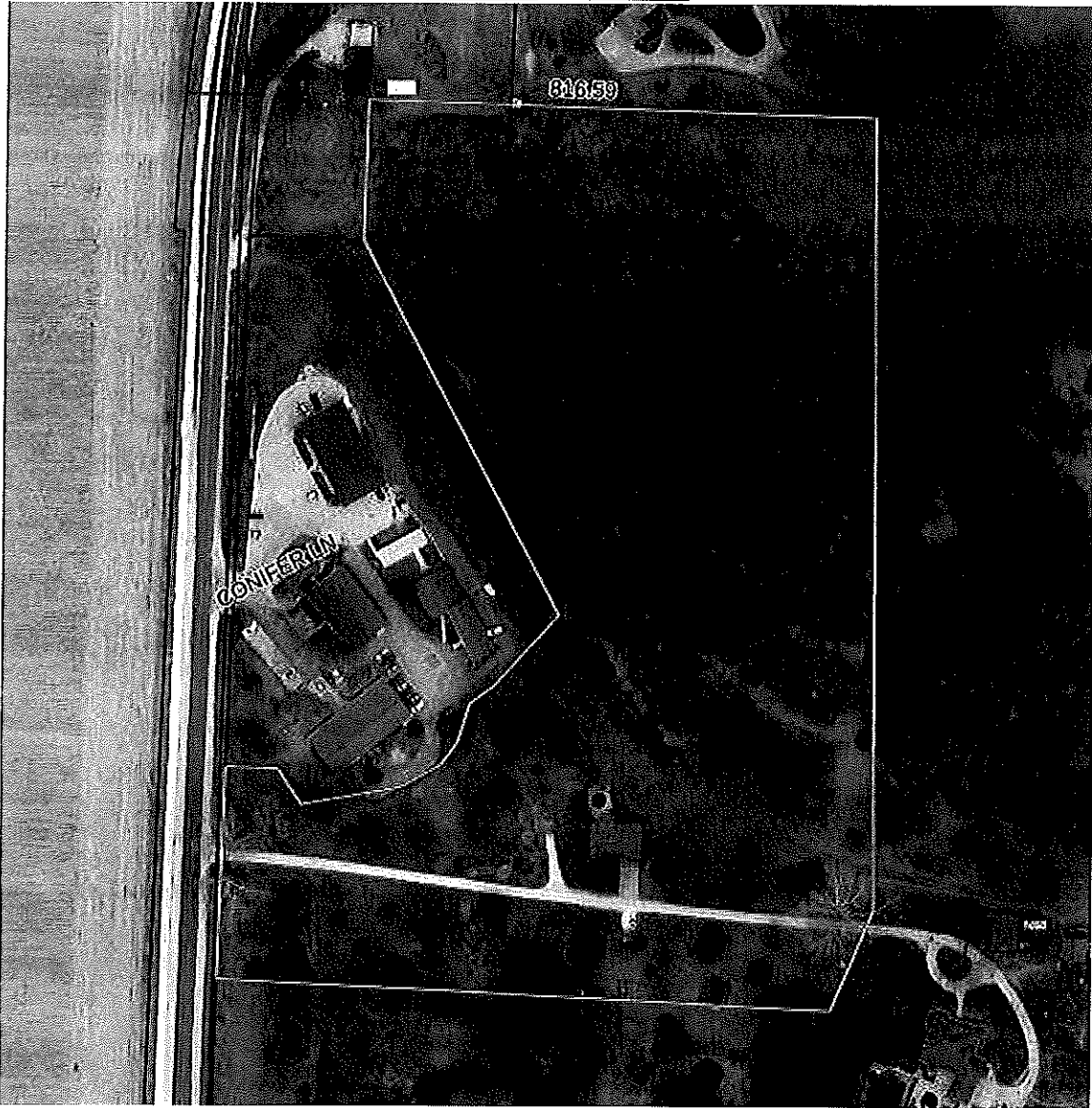


15093 VALLEY VIEW DR, COY, MICHAEL L



15093 VALLEY VIEW DR, COY, MICHAEL L, 1 05/09/2003

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



1200ft x 1200ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of: ▼

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

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



2400ft x 2400ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of:

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

Chapter 15.13 - A-P/ADMINISTRATIVE-PROFESSIONAL DISTRICT

15.13.010 Statement Of Intent

15.13.020 Principal Uses

15.13.030 Conditional Uses

15.13.040 Accessory Uses

15.13.050 Site Development Regulations

15.13.060 Additional Regulations

15.13.070 Signs

15.13.010 Statement Of Intent

This district is intended and designed to provide, in certain areas in the city, for the development of professional and low-intensity business offices and uses in areas where residential dwellings predominate.

(Ord. 5406 § 2 (part), 1998)

15.13.020 Principal Uses

The following principal uses shall be permitted in an A-P district:

- A. Boarding, lodging, rooming house, or bed and breakfast;
- B. Business, professional office;
- C. Community recreation services;
- D. College or university;
- E. Cultural service;
- F. Dwelling, multifamily;
- G. Dwelling, single-family attached;
- H. Dwelling, single-family detached;
 - I. Dwelling, townhouse;
- J. Dwelling, two-family;
- K. Family home;
- L. Funeral service;
- M. General government use;
- N. Group care home;
- O. Hospital;
- P. Local utility services;
- Q. Congregate housing, life care facility or nursing home;
- R. Park and recreation services;
- S. Private parking lot;
- T. Public parking lot;

EXHIBIT "C"

- U. Public safety services;
- V. Religious assembly;
- W. School.

(Ord. 5919 § 1, 2007)

15.13.030 Conditional Uses

The following conditional uses shall be permitted in an A-P district, in accordance with the requirements set forth in CBMC 15.27:

- A. Commercial recreation (indoor and outdoor);
- B. Day care services;
- C. Governmental maintenance facility.

(Ord. 5406 § 2 (part), 1998)

15.13.040 Accessory Uses

The following accessory uses shall be permitted in an A-P district:

- A. Uses of land or structure customarily incidental and subordinate to one of the principal uses, unless otherwise excluded.

(Ord. 5406 § 2 (part), 1998)

15.13.050 Site Development Regulations

Minimum Lot Size

Lot area	5,000 square feet
Lot width	50 feet
Lot depth	100 feet

Minimum Setbacks	Principal Structure	Accessory Structure
Front yard	20 feet	Greater of 20 feet or existing front setback line of principal structure
Interior side yard	5 feet	3 feet
Street side yard	15 feet	15 feet
Rear yard	20 feet	3 feet
Maximum height	50 feet	18 feet
Lot coverage: all structures:	50% maximum	

(Ord. 5406 § 2 (part), 1998)

15.13.060 Additional Regulations

- A. All business, service activities, storage and merchandise display shall be conducted or located within an enclosed building, with the exception of off-street parking and loading areas.
- B. More than one structure or principal use is permitted, subject to compliance with the site development regulations of this district.

(Ord. 5406 § 2 (part), 1998)

15.13.070 Signs

Signage in this district shall comply with CBMC 15.33, Signs.

(Ord. 5406 § 2 (part), 1998)

Chapter 15.15 - C-2/COMMERCIAL DISTRICT

15.15.010 Statement Of Intent

15.15.020 Principal Uses

15.15.030 Conditional Uses

15.15.040 Accessory Uses

15.15.050 Site Development Regulations

15.15.060 Additional Regulations

15.15.070 Signs

15.15.010 Statement Of Intent

The C-2 district is intended to provide for major commercial retail shopping and service areas adjacent to major traffic corridors. This district also provides a variety of commercial services to the community and adjacent residential neighborhoods.

(Ord. 5458 § 2 (part), 1999)

15.15.020 Principal Uses

The following principal uses shall be permitted outright in a C-2 district:

- A. Automobile repair, minor;
- B. Automobile service establishment;
- C. Building material, retail sales only;
- D. Business, professional office;
- E. Business service establishment;
- F. Club or lodge;
- G. Commercial recreation (indoor and outdoor);
- H. Consumer service establishment;
 - I. Contractor shop;
- J. Cultural service;
- K. Financial service;
- L. General government use;
- M. Hotel/motel;
- N. Kennel, commercial;
- O. Local utility service;
- P. Park and recreation services;
- Q. Pawn shops;
- R. Printing, binding, and mail operations (fifty thousand (50,000) square feet or less);
- S. Private and public parking lots;
- T. Public safety services;

EXHIBIT "D"

- U. Religious assembly;
- V. Restaurant (drive-in/fast food, limited and general);
- W. Retail shopping establishment;
- X. School;
- Y. Secondhand store;
- Z. Tattoo parlor;
- AA. Tavern, as limited by CBMC 15.15.060;
- AB. Veterinary service;
- AC. Warehousing and distribution, limited (fifty thousand (50,000) square feet or less);
- AD. Funeral service;
- AE. Consumer fireworks sales;
- AF. Small alcohol production facility.

(Ord. 5557 § 1, 2001)

(Ord. No. 6147, § 1, 2-13-2012; Ord. No. 6332, § 1, 6-11-2018; Ord. No. 6341, § 1, 8-13-2018)

Editor's note— Ord. No. 6085, § 1, adopted June 14, 2010, repealed the former section and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 5555, § 1, 2001; Ord. No. 6026, § 1, 2-23-2009.

15.15.030 Conditional Uses

The following conditional uses shall be permitted in a C-2 district, in accordance with the requirements set forth in CBMC 15.27:

- A. Adult entertainment, as further limited by CBMC 15.15.060;
- B. Automobile repair, major;
- C. Automobile sales and rental, as further limited by CBMC 15.15.060;
- D. Commercial storage;
- E. Communication tower;
- F. Day care services;
- G. Manufacturing, light (fifty thousand (50,000) square feet or less);
- H. Warehousing and distribution (limited).

(Ord. No. 6026, § 2, 2-23-2009; Ord. No. 6306, § 1, 10-9-2017)

Editor's note— Ord. No. 6026, § 2, adopted Feb. 23, 2009, repealed the former CBMC 15.15.030, and enacted a new CBMC 15.15.030 as set out herein. The former CBMC 15.15.030 pertained to similar subject matter and derived from Ord. No. 5555, § 2, adopted 2001.

15.15.040 Accessory Uses

The following accessory uses shall be permitted in a C-2 district:

- A. Uses of land or structure customarily incidental and subordinate to one of the principal uses, unless otherwise excluded.

(Ord. 5458 § 2 (part), 1999)

15.15.050 Site Development Regulations

Minimum Lot Size		
Lot area	5,000	square feet
Lot width	50 feet	
Lot depth	100 feet	

Minimum Setbacks	Principal Structure	Accessory Structure
Front yard	15 feet	15 feet
Interior side yard	5 feet	5 feet
Street side yard	10 feet	10 feet
Rear yard	10 feet	10 feet
Maximum height	50 feet	18 feet
Lot coverage, all structures:	60% maximum	

(Ord. 5458 § 2 (part), 1999)

15.15.060 Additional Regulations

- A. None of the adult entertainment activities as defined in CBMC 15.03 shall be located within one thousand (1,000) feet of any other such use, nor shall any such use be located within three hundred (300) feet of any school, place of religious assembly, public park, or residential district.
- B. No tavern or small alcohol production facility shall be located within two hundred (200) feet of any school, place of religious assembly, public park, or any conforming residential use. Distance shall be measured between the closest points from lot line to lot line.

Exception: The two hundred (200) foot distance limitation from conforming multifamily residential uses as noted above shall not apply to taverns which do not exceed three thousand (3,000) square feet in gross floor area if located within a commercial development with one hundred twenty-five thousand (125,000) square feet or more of leasable retail/commercial space.

- C. Parking for automobile sales and rental facilities shall include space for both visitor parking and sale display area. One space is required for each vehicle available for sale, lease or rental at one time with additional parking based on the size of the building used for sales and accessory repairs and service.
- D. Consumer fireworks sales from a temporary structure shall not be located within three hundred (300) feet of a residential structure.

(Ord. No. 6026, § 3, 2-23-2009; Ord. No. 6332, § 1, 6-11-2018; Ord. No. 6341, § 1, 8-13-2018)

Editor's note— Ord. No. 6026, § 3, adopted Feb. 23, 2009, repealed the former CBMC 15.15.060, and enacted a new CBMC 15.15.060 as set out herein. The former CBMC 15.15.060 pertained to similar subject matter and derived from Ord. No. 5940, § 1, adopted 2007.

15.15.070 Signs

Signage in this district shall comply with CBMC 15.33, Signs.

(Ord. 5458 § 2 (part), 1999)

Chapter 15.23 - OFF-STREET PARKING, LOADING AND UNLOADING

15.23.010 Statement Of Intent

15.23.020 General Provisions

15.23.025 Permit Required

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15.23.040 Submission Of Plans

15.23.050 Completion Time For Off Street Parking, Loading And Unloading Areas

15.23.060 Parking Spaces Required

15.23.070 Loading Spaces Required

15.23.080 Nuisance Conditions - Improvement

15.23.090 Violations And Penalties

15.23.010 Statement Of Intent

This chapter is intended to provide standards on surface paving and design requirements for off-street parking lots and areas, sales lots, loading and unloading areas, personal and recreational vehicle parking, truck terminals, intermodal facilities and storage uses. The lawful use of such existing uses immediately prior to the effective date of the ordinance codified in this chapter may be continued although such designs do not conform to such standards. When any of these items are to be improved, the design shall meet the new requirements within this code.

(Ord. 5532 § 1 (part), 2001)

EXHIBIT "E"

15.23.020 General Provisions

- A. Whenever an addition to an existing structure is proposed, all of the applicable provisions contained within this chapter regarding number of spaces, area or usability of existing parking, loading, and unloading spaces or other areas requiring a paved surface, shall be complied with.
- B. Contractual agreements may be made between uses which generate parking and at different intervals in such a manner that the requirements of more than one use may be met by the same space, provided the parking demand for each use involved is met. All other required parking spaces shall be located a distance not to exceed four hundred (400) feet from the building or use which they are required to serve, measured in a straight line from the building.
- C. In the event several uses occupy a structure or parcel of land, the total requirements for off-street parking or loading and unloading spaces shall be the sum of the requirements of the several uses computed separately.
- D. Parking and loading or unloading spaces shall not be located in a required front yard with the exception of commercial and industrial districts, but may be located within a required side or rear yard.
- E. All such off-street parking lots and areas, sales lots, apron space and loading and unloading spaces shall be so drained as to prevent damage to abutting properties and/or public streets;
- F. All off-street parking lots and areas, sales lots and loading and unloading spaces, including entrances, exits and driveway approaches shall be constructed of hard surface concrete, brick, or asphalt to prevent mud, dust, or loose material. Asphalt grindings and seal coats are not acceptable surfaces. Paving standards contained in this section should be considered minimum standards.
- G. In non one and two family uses, all parking surfaces, spaces, circulation and aisles along the outer boundaries of a parking lot, vehicle entry paths, apron spaces, all driveways and other

traveled areas shall be set back a minimum of five feet from the property line unless required for approved access.

- H. Barriers must be located for lots over seven thousand five hundred (7,500) square feet in area to contain the parking within the approved parking lot. For parking lots with less than seven thousand five hundred (7,500) square feet in area the following setbacks shall only apply to the side(s) that directly abut public right-of-way. However, appropriate barriers are needed to protect adjacent buildings and structures on a zero setback side.

Barrier	Setback from Property Line	Setback from Parking Surface
A curb at least six inches in height	5 feet	0
Bump rail at least four inches in height	5 feet	3 feet
Guardrail barrier of eighteen to thirty (30) inches in height	5 feet	0
Post and cable barrier or bollard and chain of eighteen to thirty (30) inches in height	5 feet	0
Concrete, brick, metal or iron fence of twenty-four to forty-eight inches in height	5 feet	0

- I. Lighting which illuminates parking lots shall be consistent with CBMC 15.24.050.
- J. When a computation of required parking spaces results in a fraction of .5 or greater, the requirement shall be rounded up to the next whole number.

(Ord. 5532 § 1 (part), 2001)

15.23.025 Permit Required

No person or entity shall undertake any of the activities required by this chapter unless they have first applied for and received a permit from the building division for the city of Council Bluffs. Fees for these permits shall be established by the city council and set out in CBMC 2.

(Ord. 5532 § 1 (part), 2001)

15.23.030 Design Standards

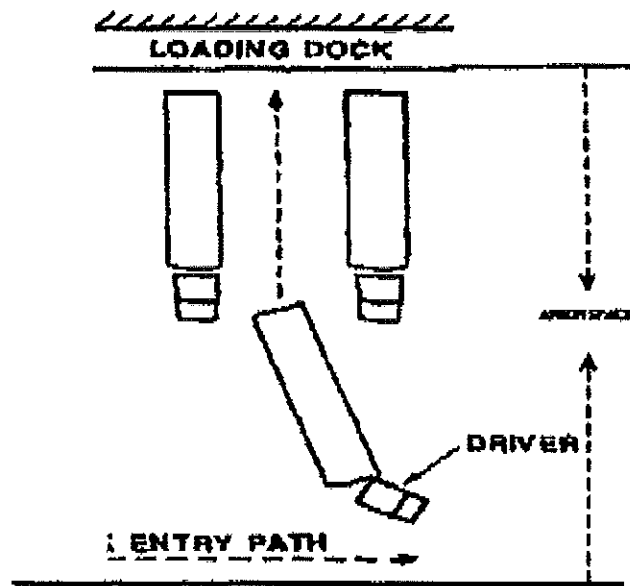
Off-street parking lot and areas, sales lots, loading and unloading areas storage uses and non one and two family uses shall observe the following design guidelines:

- A. General Use Parking and Traveled Areas Including All Required and Nonrequired Parking, Driveways, Entrances and Exits, Vehicles or Sales.
1. Required Parking and Aisle Widths. Each automobile space shall be not less than one hundred sixty two (162) square feet in area, with dimensions of nine feet by eighteen (18) feet. A maximum of ten (10) percent of required parking can be compact. A compact space shall be one hundred twenty-eight (128) square feet in area, with dimensions of eight by sixteen (16) feet. In addition, there shall be provided adequate entrance and exit driveways to connect each parking space with a street or alley open to use by the public, except where parking of vehicles by attendants is provided.

Type	Minimum Aisle Width
Two-way angled parking	18 feet
Two-way perpendicular parking	24 feet
One-way angled parking	16 feet
One-way perpendicular parking	24 feet

2. **Pavement Requirements.** Five inches of Portland cement concrete or four inches rock base with four inches of asphalt cement concrete. The standards should be considered a minimum. Actual pavement design shall be based on consideration of traffic loadings, soil support capability and material specifications.
3. **Layout/Markings.** The developer shall submit to the building official for review and approval a detailed and accurately scaled parking lot layout clearly showing the location of parking spaces and aisles, all conforming to said standards. Upon construction of the parking lot, the parking spaces must be marked on the parking lot surface according to the extent that those spaces are required in connection with the development. Spaces not required for a development need not be marked, or may be marked to lesser standards. Parking aisles should be designed to reduce pedestrian-vehicular conflicts by placing them perpendicular to the structure. Handicapped parking stalls shall be designed and signed as required by Iowa Admin. Code Chapter 18.
4. **Required Green Space.** All parking lots with seven thousand five hundred (7,500) square feet shall meet the following requirements:
 - a. A minimum of five feet of landscaped area is required between a parking surface and the property line.
 - b. The maximum allowable area that can be paved is ninety (90) percent of total lot area.
 - c. A minimum of ten (10) percent of the parking lot area must be landscaped with a permeable surface. Parking lot area is that which is contained within the property line and is adequate for approved parking. This can include the five-foot minimum landscaped setback.
 - d. Adjacent parking lots and access points may have the five-foot landscaped area waived when they are shared. The 90/10 rule for required green space will still apply for each abutting lot. Lots less than seven thousand five hundred (7,500) square feet in area shall have five feet on landscaping on those side(s) which abut public right-of-way and the 90/10 rule is not applicable.
5. **Screening Requirements.** All parking lots shall be screened along the boundary of the parking lot adjacent to residential uses. No screen is required between abutting parking lots. Screening shall conform to the standards in CBMC 15.24.040 Paragraph D.

B. Tractor/trailer Terminals, Service Centers, Intermodal Operations and Storage Areas, Including but not Limited To: Vehicle Entry Paths, Apron Space, all Driveways and Other Traveled Areas.



1. Surface Layout. The developer shall submit to the building official for review and approval a detailed and accurately scaled hard surface layout clearly showing the location of parking spaces and aisles, truck entry paths, apron space, driveways and other traveled areas, all conforming to the provisions in this section.
2. Pavement Requirements. Six inches of Portland cement concrete or six inches rock base with six inches of asphalt cement concrete. The standards should be considered a minimum. Actual pavement design shall be based on consideration of traffic loadings, soil support capability and material specifications.
3. Required Green Space. A minimum of five feet of landscaped area is required between a parking lot, loading and unloading spaces and the property line.
4. Screening. All parking spaces and aisles, truck entry paths, apron spaces, driveways and other traveled areas shall be screened along the boundary adjacent to residential uses. Screening shall conform to the standards in CBMC 15.24.040 Paragraph D.

C. Parking Provisions for Personal Vehicles. All parking in one and two family residential uses shall be parked or stored in the following manner:

1. All residential drives, approaches required and nonrequired parking surfaces shall be hard surfaced.
2. All required parking spaces shall be a minimum of one hundred sixty two (162) square feet in area, with dimensions of nine feet by eighteen feet (18).
3. Pavement Requirements. Four inches of Portland cement concrete or four inches rock base with two inches of asphalt cement concrete. The standards should be considered a minimum. Actual pavement design shall be based on consideration of traffic loadings, soil support capability and material specifications.
4. Parking is permitted inside any enclosed structure when the structure otherwise conforms to the requirements of its specific zoning district.
5. Parking is permitted outside in the side yard or in the rear yard, behind the required front yard setback and must be contiguous with the primary surfaced driveway;
6. Personal vehicles shall not be used for storage of goods, materials or equipment other than those items, which are part of the unit or essential to its immediate use.

D. Parking Provisions for Recreational Vehicles and Vessels. Parking and storing of recreational vehicles and vessels in residential zoning districts, as defined in CBMC 15.03, are subject to the following additional regulations. Recreational vehicles or vessels may be parked and stored by its owner on a single lot in a residential district, subject to the following:

1. Parking of one recreational vehicle or vessel is permitted outside within the required front yard setback on a hard surface driveway or a hard surfaced pad contiguous with the driveway, provided:
 - a. Space is not available in the side yard, behind the required front yard or there is no reasonable access to either the side or rear yard. A lot shall be deemed to have reasonable access to the rear yard if terrain permits and access can be had without substantial damage to existing large trees or major landscaping. A fence shall not be deemed to prevent reasonable access;
 - b. Parking in an enclosed structure is not possible;
 - c. The vehicle is parked perpendicular to the curb;
 - d. The vehicle may not extend over the public sidewalk or public right-of-way.
2. If a recreational vehicle or recreational vessel is equipped with liquefied petroleum gas containers, such containers shall meet all applicable fire safety codes. Any valves must be closed at all times when the vehicle is not being readied for immediate use.
3. A recreational vehicle shall not be used or occupied for living, sleeping or housekeeping purposes except that nonpaying guests at a residence may occupy one vehicle, parked or stored consistent with the regulations of this chapter, for sleeping purposes only, for a period not exceeding seventy-two (72) consecutive hours and not more than fourteen (14) days in any calendar year.
4. Pavement Requirements. Four inches of Portland cement concrete or four inches rock base with two inches of asphalt cement concrete. The standards should be considered a minimum. Actual pavement design shall be based on consideration of traffic loadings, soil support capability and material specifications.

(Ord. 5532 § 1 (part), 2001)

15.23.040 Submission Of Plans

A plan drawn to scale and indicating how the off-street parking or loading and unloading requirements are to be fulfilled shall accompany an application for an off-street parking loading and unloading permit. Such plan shall show all elements necessary to indicate fulfillment of such requirements, inclusive of the following:

- A. Delineation of individual parking and loading spaces;
- B. Circulation area necessary to serve spaces;
- C. Ingress and egress;
- D. Material specifications and locations for paving, barriers, lighting and landscaping;
- E. Dimensions, continuity, and substance of screening;
- F. Grading, drainage, surfacing, and subgrading details;
- G. Delineation of obstacles to parking and circulation in finished parking areas;

H. Specifications as to signage.

(Ord. 5532 § 1 (part), 2001)

15.23.050 Completion Time For Off Street Parking, Loading And Unloading Areas

Required parking lots and areas, sales lots, loading and unloading areas, personal and recreational vehicle parking, truck terminals and intermodal facilities shall be improved as required and made available for use before the final inspection is completed by the building official. An extension of time may be granted by the building official provided a performance bond or its equivalent is posted, equaling the cost of completing the improvement as estimated by the building official.

(Ord. 5532 § 1 (part), 2001)

15.23.060 Parking Spaces Required

The number of off-street parking spaces required shall be no less than as set forth in the following:

Residential Types:	
Boarding, lodging, rooming houses, or bed and breakfasts	½ space for each rooming unit
Dormitories	1 space each 300 square feet of floor area
Dwelling, single-family attached and detached dwelling existing prior to the effective date of the ordinance codified in this chapter	1 space per dwelling unit
Dwelling, single-family attached and detached dwelling, townhouse	2 spaces per dwelling unit
Dwelling, two-family and multifamily	
Efficiency and 1 bedroom	1 space per dwelling unit
2 bedroom or more	1 ½ space per dwelling unit
Government sponsored elderly housing	½ space per dwelling unit
Group care home	½ space per resident
Family home	½ space per resident
Institutional Types:	
College/technical schools	1 space for every 3 full-time equivalent students
Correctional placement residence	1 space per 4 person capacity
Cultural service	1 space per each 500 square feet
Detention facilities	1 space per 4 person capacity
Hospitals	1 ½ spaces for each bed
Convalescent and nursing homes	1 space for every three beds
Religious assembly	1 space per 6 person capacity in the main auditorium
Day care services	1 space for every six children
Schools —Elementary and junior high	2 spaces per classroom
Schools —High school	12 spaces per classroom

Places of Public Assembly:	
Clubs and lodges	1 space per 4 person capacity
Commercial recreation (indoor)	½ space per capacity of the occupant load of the facility
Public assembly	1 space per 4 person capacity
Sports arena or auditorium	1 space per 4 person capacity
Theaters	1 space per 4 person capacity
Commercial recreation (outdoor)	Parking spaces equal to 50% of the occupant load of the facility
Service and Retail Sales:	
Agricultural sales and service	1 space per 1,500 square feet of gross floor area
Automobile repair, minor	1 space per 500 square feet of gross floor area
Automobile repair, major	1 space per 750 square feet of gross floor area
Automobile service establishment	1 space per 750 square feet of gross floor area
Automobile sales and leasing	1 space per 500 square feet of gross floor area
Consumer fireworks sale	1 space per 200 square feet of gross floor area
Consumer service establishment	1 space for every 400 square feet of gross floor area
Equipment sales and rental	1 space for every 400 square feet of gross floor area
Financial services	1 space for every 400 square feet of gross floor area
Funeral services	1 space per 6 person capacity
Hotel and motels	1 space for each guest room
Laundry and dry cleaning	1 space for every 300 square feet of gross floor area
Medical and dental offices	2 spaces for each office, examining room and treatment room
Professional offices	1 space for every 400 square feet of gross floor area
Restaurant, general	1 space for every 150 square feet of gross floor area
Restaurant, drive-in or carry-out	1 space for every 100 square feet of gross floor area
Retail sales including grocery stores	1 space for every 200 square feet of gross floor area
Retail sales, including bulky merchandise, household furniture, appliances	1 space for every 700 square feet of gross floor area
Tavern	1 space for every 100 square feet of gross floor area
Veterinary services	1 space for each office, examining room and treatment room

Industrial Types:	
Contractor and construction yards	1 space per employee
Laboratories and research facilities	1 space for every 600 square feet of gross floor area
Printing and publishing	1 space for every 400 square feet of gross floor area
Wholesale and distribution	
0 to 25,000 square feet	5 spaces
25,000 square feet or more	5 spaces plus 1 for each additional 5,000 square feet above 25,000
Manufacturing	
Custom	See Schedule A
General	See Schedule A
Heavy	See Schedule A
Light	See Schedule A
Use types not listed:	See Schedule B

Schedule A: This schedule sets forth minimum off-street parking requirements for uses with elements having different functions or operating characteristics.

Function of Element	Requirement
Office or administrative activity	1 space per 300 square feet
Indoor sales, display or service area	1 space per 500 square feet
Outdoor sales, display or service area	1 space per 2,000 square feet
Equipment servicing or manufacturing	1 space per 1,000 square feet
Indoor or outdoor storage or warehousing	1 space per 5,000 square feet

Schedule B: Specific requirements shall be determined by the mayor or designee. Requirements shall be based on needs for similar uses, location of proposed use, expected demand and traffic generated by the proposed use, and appropriate traffic engineering and planning criteria and information. Determination of requirements may be appealed to the zoning board of adjustment.

(Ord. 5532 § 1 (part), 2001) (Ord. No. 6336, § 1, 6-11-2018)

15.23.070 Loading Spaces Required

Any use which involves the receipt or distribution of freight, merchandise supplies, vehicles, or equipment as part of its typical operation shall provide and maintain adequate space for off-street loading. The number of loading spaces required shall be no less than as set forth in the following:

- A. The following standards shall be used in determining the minimum number of spaces, which will be required:

Number of Spaces	Gross Floor Area of the Building in Square Feet

None	0 to 5,000
One	5,000 to 20,000
Two	20,000 to 75,000
Three	75,000 to 150,000
Four	over 150,000

- B. All such areas shall be so drained as to prevent damage to abutting properties and/or public streets.
- C. Driving surfaces of off-street loading spaces shall be surfaced according to CBMC 15.23.030 Paragraph B,2.
- D. Loading and unloading berths shall each contain at least three hundred fifty (50) square feet measuring ten (10) feet in width and thirty-five (35) feet in length, and shall have a clearance of at least fourteen (14) feet.
- E. Off-street loading spaces may not be located in any required yard adjacent to a residential district.
- F. Circulation and access to loading spaces must allow maneuvering into or out of the space to occur outside of any public street or right-of-way.

(Ord. 5532 § 1 (part), 2001)

15.23.080 Nuisance Conditions - Improvement

In those areas under purview of this chapter and which on the effective date of the ordinance codified in this chapter, whose premises or private roadways are, which thereafter become adjacent to a paved street or streets or the means of access thereto is a paved alley or driveway, public or private and the premises are being used for public or private for any of the uses described within this chapter. In the event the city building official, after considering and evaluating such factors as the character of the neighborhood of such premises in respect to being improved or unimproved or residential or commercial, the amount and kind of traffic generated by the premises, the extent of such premises, finds and determines that the use of such premises causes air pollution, adverse drainage conditions, or flying or blowing dust, or that the premises are otherwise so conditioned as to be offensive or constitute a nuisance to the occupants or residents of the neighborhood or vicinity of the premises used for the purposes aforesaid shall be permanently improved as proposed in this chapter.

(Ord. 5532 § 1 (part), 2001)

15.23.090 Violations And Penalties

Any person found guilty of a violation of any of the provisions of this chapter shall be subject to the penalty provisions of CBMC 8.02.020. Each day that a violation is allowed to continue shall constitute a separate violation of the provisions of this chapter and may be pursued as a municipal infraction according to the terms of CBMC 1.95 in lieu of criminal prosecution.

(Ord. 5532 § 1 (part), 2001)

EXHIBIT "F"

15.24.040 Fence Regulations

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

A. General Requirements for All Zoning Districts.

1. No fence placed on any lot shall project over the property line. No fence or obstruction shall be placed in the public right-of-way.
2. The height of a fence shall be measured from the grade on which the fence is placed.
3. The finished side of any fence shall be directed toward the street right-of-way and adjoining properties.
4. No fence or any other obstruction shall be placed within an equilateral triangle having sides of thirty-five (35) feet each running along the edge of the pavement, or curb if present, of each abutting street. The apex of this triangle shall be at the point of the intersection of the edges of the pavement or curbs of such streets when extended out to a point.
5. No fence shall be placed within three feet of a fire hydrant. No fence shall block visibility or access to a fire hydrant from the street.

B. General Requirements for Open Space/Recreation and Industrial Districts.

1. A fence placed in any yard shall not exceed eight feet in height.
2. In I-2 and I-3 districts when the parcel is fifty (50) contiguous acres or more, a fence not to exceed ten (10) feet in height is permitted in the interior, street side and rear yards. In the front yard, the height of the fence shall not exceed eight feet unless its placement meets the setback requirements for structures. Fencing material for a ten (10) foot tall fence shall be limited to vinyl-coated chain link material with no sharp or pointed projections or barbed wire strands permitted.
3. Barbed wire fences zero to six feet in height are permitted in A-1 and A-2 districts for agricultural uses only.
4. Security fences with sharp or pointed projections or containing barbed wire strands are allowed in the A-2, I-1, I-2 and I-3 districts if placed atop a conforming fence of at least six feet in height, with total fence height not to exceed eight feet.
5. Fence, electrically charged security may be allowed in an I-1, I-2 and I-3 District in accordance with CBMC 13.16.485, subject to the following conditions:
 - a. The site shall not be within three hundred (300) feet of a residential district, or a legal non-conforming residential use;
 - b. The use shall comply with all requirements for conforming use and site development regulations in a underlying zoning district;
 - c. Shall not be located within the area defined as the front yard setback, street side yard setback, or the area between a structure and the front property line or street side property line, if greater than the minimum required setback; and
 - d. Shall not be located within the corridor design overlay district (CDO).

C. General Requirements for Residential and Commercial Districts.

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

D. Required Fences.

1. A fence shall be required where any conforming commercial or industrial use abuts a residential district. The fence shall be provided at the abutting side and rear property lines. A fence shall also be required for any open storage area in an industrial district which blocks all view of the storage area at or beyond the property line. The fence shall be provided by one of the following methods:
 - a. A wood and/or masonry fence, at least fifty (50) percent opaque, six feet in height;
 - b. A vegetation fence capable of providing a substantially opaque barrier and attaining a height of six feet within three years of planting;
 - c. A landscaped earth berm with a maximum slope of three to one vertical/horizontal, no more than six feet above the existing grade of the property line separating the zoning districts; or
 - d. Any combination of the described methods that achieves a cumulative height of six feet.

E. Maintenance. Upon placement of a fence, appropriate measures shall be taken by the fence

owner to ensure continued maintenance.

(Ord. 5963 § 1, 2008)

(Ord. No. 6255, § 1, 1-11-2016)

Prepared by: *City Legal Dept., 209 Pearl Street, Co. Bluffs, Iowa 51503-Phone: (712) 890-5317*
Return to: *City Legal Dept., 209 Pearl Street, Co. Bluffs, Iowa 51503-Phone: (712) 890-5317*

PETITION FOR VOLUNTARY ANNEXATION

COME NOW THE UNDERSIGNED OWNERS OF LAND and hereby petition the City Council of the City of Council Bluffs, Iowa to voluntarily annex the land described in the Exhibits attached to this Petition to the City of Council Bluffs and state as follows:

1. Michael L. Coy is the owner of parcel numbers 7443 05 376 006 and 7443 05 376 007 described in Exhibits A & B, attached hereto.
2. The voluntary annexation of the land described in the attached Exhibits shall be subject to the City not taking any action on this Petition for a period of 10 years after the execution of same unless otherwise requested by the owner or his assigns.
3. The land described in the attached Exhibits is contiguous with the corporate limits of the City of Council Bluffs, all pursuant to Section 368.7 of the Iowa Code.

CITY OF COUNCIL BLUFFS, IOWA

PETITIONER

By: _____
MATTHEW J. WALSH
Mayor
209 Pearl Street
Council Bluffs, Iowa 51503

By _____
MICHAEL L. COY, Property Owner
15091 Valley View Drive
Council Bluffs, Iowa 51503

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

Subscribed and sworn to me by _____ this ____ day of
_____, 20____.

Notary Public

STATE OF IOWA)
COUNTY OF) ss.
POTTAWATTAMIE)

Subscribed and sworn to me by _____ this ____ day of
_____, 20____.

Notary Public

7443 05 376 006

--- Permanent Property Address ---
COY, MICHAEL L
15093 VALLEY VIEW DR
COUNCIL BLUFFS, IA 51503

----- Mailing Address -----
COY, MICHAEL L
15091 VALLEY VIEW DR
COUNCIL BLUFFS, IA 51503

District: 049 LEWIS TWP/LEWIS CENTRAL

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

Go to: <https://www.municipalonlinepayments.com/pottawattamiecoia/tax/search/detail/744305376006>

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

* Not to be used on legal documents

LEWIS TWP 5-74-43 PT SE SW COMM 733.92'S NW COR TH E53' SE46.81' NELY374.17' NW468.1' N150'
E559.51' S892.58' SW120.07' W663.49' N230.73' TO POB (PARCEL D)

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

* Class is for Assessment purposes only - Not Zoning

land	dwelling	land	building	total	ag acres	year	class*
\$49,900	\$153,600		\$0	\$203,500		2018	R
\$49,900	\$153,600		\$0	\$203,500		2019	R

===== EXEMPTIONS & CREDITS =====

2018 FR \$4,809.00 FOREST RESERVE 7.48 acres
2019 FR \$4,809.00 FOREST RESERVE 7.48 acres

===== OWNERS =====

* Book/Page LINKS TO RECORDER'S WEBPAGE

1 D COY, MICHAEL L book/page: 2012/17005 D

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

Sale Date	Amount	Code	Book/Page
10/26/2012	0	<u>D17</u>	<u>2012/17005</u>

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

PDF: 7 MAP: LEWIS TWP

Interior Listing: Inspected Date Listed: 01/29/2003 TB Date Reviewed: 03/13/2013 BK

LAND.....507037 sqFt 11.64 acres

Residence 1 of 1 -- Single-Family

BUILDING.....1 Story Frame 5/2 Rooms Above/Below 3/1 Bedrooms Above/Below 1796 SF Base AC
Built:1962 Above Normal Bsmt: Full Bsmt Finish: 650 SF Attic Finish: None

FINISH.....Foundation: C Blk Exterior: Wd Lap Roof: Asph / Hip
Interior: Drwl Flooring: Carpet / Vinyl

FIREPLACE.... 1 Masonry 1 Masonry

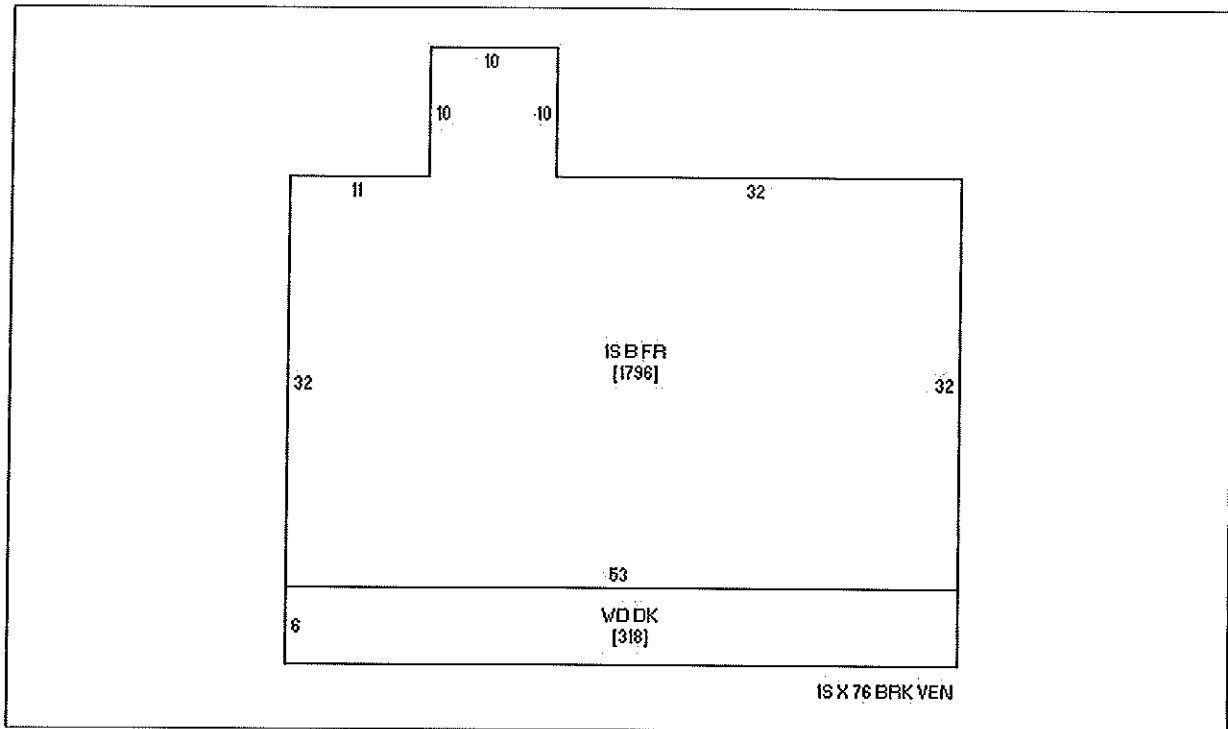
PLUMBING.....1 Full Bath 2 Shower Stall Bath

DECK/PATIOS..318 SF Wood Deck-Med

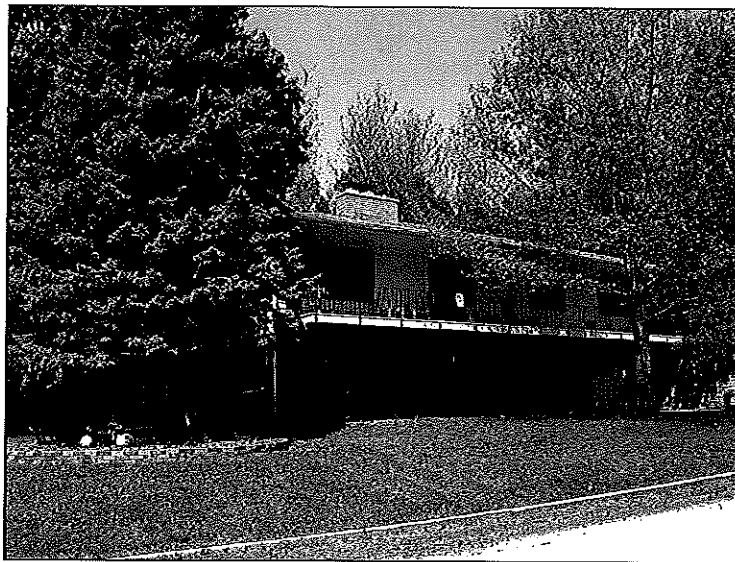
VENEER.....76 ft 1 Story Brick

GARAGES(1)...2 Bsmt Stalls

EXHIBIT "A"



15093 VALLEY VIEW DR, COY, MICHAEL L



15093 VALLEY VIEW DR, COY, MICHAEL L, 1 05/09/2003

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



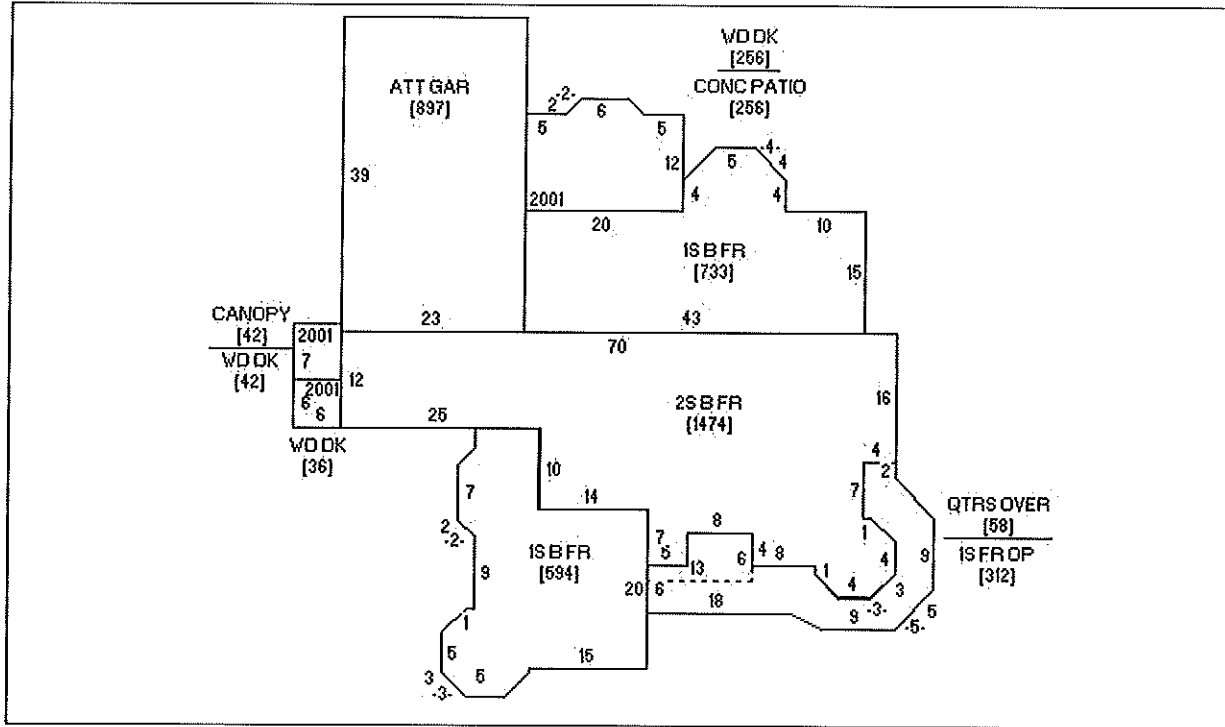
1200ft x 1200ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

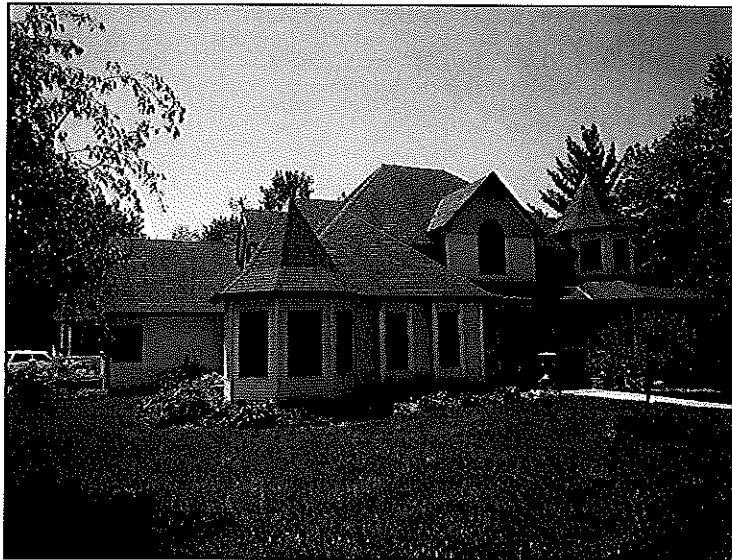
As of:

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

3 Lean-To/FR	25 x 22	550 SF	1950
4 Machine or Utility Building/C BLK	24 x 35	840 SF	1970
5 Steel Utility Building/POLE/FR	42 x 90	3780 SF	2009



15091 VALLEY VIEW DR, COY, MICHAEL L



15091 VALLEY VIEW DR, COY, MICHAEL L, 1 05/16/2011

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



2400ft x 2400ft

Click any parcel to go to its web page
See [more maps](#) at the [County GIS Department](#).

As of:

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

RESOLUTION NO. 19-281

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE CONSENT TO SUBDIVISION AND PETITION FOR VOLUNTARY ANNEXATION OF PARCEL NUMBERS 7443 05 376 006 AND 7443 05 376 007 OTHERWISE IDENTIFIED AS 15093 VALLEY VIEW DRIVE.

WHEREAS, Pursuant to the two-mile limit area policy agreement entered between Pottawattamie County and the City of Council Bluffs, the county will defer to the city for the appropriateness of certain subdivisions; and

WHEREAS, The parcels identified above are adjacent to the city limits and covered by the aforementioned two-mile policy agreement; and

WHEREAS, The owner of said parcels is requesting that the city sign off on a proposed subdivision of same but is requesting that any annexation of the parcels be deferred for 10 years; and

WHEREAS, It is the opinion of the Mayor and his staff that it would be in the best interest of the City of Council Bluffs to enter the proposed agreement.

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

That the mayor is hereby authorized to execute the Agreement of Consent to Subdivision and Petition for Voluntary Annexation with the owner of 15093 Valley View Drive, Council Bluffs, Iowa.

ADOPTED
AND
APPROVED

December 16, 2019.

MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Human Resources
Case/Project No.:
Submitted by: Jon Finnegan

Resolution 19-282
ITEM 6.C.

Council Action: 12/16/2019

Description
Resolution approving updates to City Personnel Policies.

Background/Discussion
The City is recommending changes to five (5) existing Personnel Policies. Each of the policies with a redline version of the recommended changes is attached, as well as a brief summary page of the changes. The Policy Review Committee meeting agenda is also attached, as are the minutes of the meeting. Please note the minutes of the meeting were not prepared at the time of the meeting, but were prepared in November of 2019. The Committee meets on December 10, 2019, and I will ask them to confirm the minutes are representative of what transpired during that meeting. Beginning with our next meeting on December 10, 2019, minutes will be prepared at the time of the meeting.

These changes have been recommended by the Policy Review Committee, and approved by the Mayor, Chief of Staff, and Department Heads.

Recommendation
Approval of the resolution.

ATTACHMENTS:

Description	Type	Upload Date
Meeting Agenda	Resolution	12/5/2019
Meeting Minutes	Resolution	12/5/2019
Summary of recommended changes	Resolution	12/5/2019
Redline Policy 102	Resolution	12/5/2019
Redline Policy 202	Resolution	12/5/2019
Redline Policy 504	Resolution	12/5/2019
Redline Policy 505	Resolution	12/5/2019
Redline Policy 705	Resolution	12/5/2019
Resolution 19-282	Resolution	12/11/2019

Agenda

Policy Review Committee

3/19/2019

60 Minutes

HR Conference Room

Meeting called by: Jon Finnegan

Type of meeting: Discussion & Decisions

Please bring:

- ◆ Follow up from prior meeting
 - Can a supervisor 'make' me work 2 ½ hours
 - Iowa Code change for Public Safety Officer killed in the line of duty
 - Review Policy 300
- ◆ Policy Review
 - 102
 - 202
 - 504
 - 505
 - 702
 - 705
- ◆ Next steps with these policies
- ◆ Next list of policies to review

City of Council Bluffs-Policy Review Committee

Meeting Minutes

March 19, 2019

Present: Jon Finnegan, Tiffany Schmitt, MaKayla Floerchinger, Cody Smith, Jeff Wigington, Steve Jacobs, John Sauser

1. Agenda

- i. Follow up from prior meeting
 - o Can a supervisor 'make' me work 2 ½ hours
 - o Iowa Code change for Public Safety Officer killed in the line of duty
 - o Review Policy 300
- ii. Policy Review: 102, 202, 504, 505, 702, 705
- iii. Next steps with these policies
- iv. List of policies to review at next meeting

2. Discussion

- i. Follow up from prior meeting
 - a. Jon followed up stating that he did not have a clear answer yet to “can a supervisor can 'make' me work 2 ½ hours,” but will follow up prior to next meeting.
 - b. John Sauser brought up that there was a change in Iowa Code to add continuing coverage for spouse and children of Public Safety Officer who is killed in the line of duty. Jon has reached out to the City's Insurance Consultant to review the Code compared to our plan to make sure that the City is in compliance. Jon emailed the amendment to our plan that was effective June 1, 2017, in relation to this topic for the committee members to review. He will follow up at the next meeting with the answer from the Consultant.
 - c. Policy 300 – City will need to update policy with pay situations defined in Union contracts like Reporting Time, Stand-by pay, Call Back pay, etc.
- ii. Policy Review
 - a. Policy 102 - Personnel Policy Applicability
 - i. Some language 'clean up'
 - ii. Updated current processes from stating we use paper forms to listing the electronic processes we use

- b. Policy 202 - Hiring
 - i. It was requested to keep the supervisor checklist, but put it in a different policy.
 - ii. Jon will determine whether #6 3rd paragraph regarding I-9 qualifications is necessary in Policy or not.
- c. Policy 504 - Holidays
 - i. The committee discussed adding 3 new holidays- Good Friday, Martin Luther King, Jr. Day and New Year's Eve.
 - ii. The committee discussed adding Waste Water Treatment Plant to 1B on the holiday policy.
 - iii. Jeff Wigington asked if all seasonal employees could get holiday leave benefits. Jon will ask, but stated it is unlikely.
- d. Policy 505 – Vacations
 - i. Updated exempt and non-exempt to salaried and hourly to make it easier for employees to understand
 - ii. Removed reference to the revised vacation limit that took place in 2014
 - iii. Clarified minimum vacation time request for hourly employees is 15 minutes, and for salaried employees is 4 hours
- e. Policy 702 – Attendance
 - i. Committee reviewed this Policy and agreed it was more about being Sick and absent than it was about attendance. Recommended reviewing this Policy in coordination with Sick Leave Policy and making a determination of how to revise at that time.
- f. Policy 705 – FMLA
 - i. Updated language to match the exact language of federal law
 - ii. Updated paper processes to include an option of email
 - iii. Added a section to define how FMLA Leave interacts with Paid Leaves provided by the City
- iii. Jon is going to recommend Animal Control officers use a cell phone instead of a beeper.
- iv. Jon will take policies to Mayor Matt Walsh to review. Once reviewed by the Mayor, Jon will present the policies to City Council for approval.

3. Next Meeting

June 13, 2019

***These minutes were not prepared at the time of the meeting. They were prepared in November, 2019, and the Policy Review Committee reviewed them and confirmed they are representative of what occurred during the meeting.

Summary: Review of Personnel Policies

Summary: The Policy Review Committee, Mayor, Chief of Staff, and Department Heads have proposed the following changes to the following Personnel Policies.

- I. Policy 102: Personnel Policy Applicability
 - Language clean up
 - Removed references to paper copies and added references to electronic copies

- II. Policy 202: Hiring
 - Removed references to paper copies
 - Language and format clean up
 - Added Mayor or designee to approve hiring/new employee beginning work
 - Clarified/updated new hire orientation process

- III. Policy 504: Holidays
 - Included employees in the Wastewater Treatment Plant, who do continuous work, to observe holidays on the actual holiday if it is to fall on a weekend.
 - Policy Review Committee requested the addition of 3 holidays (New Year's Eve, MLK Day, and Good Friday), but that request was not approved by the Mayor or his Staff. However, the Mayor's Staff did recommend we should acknowledge MLK Day somehow.
 - Policy Review Committee asked if Seasonal employees should be allowed to receive Holiday pay. This request was not approved.
 - Language clean up

- IV. Policy 505: Vacations
 - Language and format clean up
 - Added vacation limits to be an employee's annual accumulation plus 80 hours, which is the current limitation
 - Specified amount of vacation that can be used for salaried and hourly employees
 - Added that employee's must request vacation and Department Head or designee must approve prior to dates of vacation

- V. Policy 705: Family and Medical Leave Act
 - Language clean up
 - Added that FMLA notices may be given by email
 - Added forms may be obtained on City's Intranet
 - Added how FMLA leave interacts with City paid leave

City Personnel Policy

PERSONNEL POLICY APPLICABILITY

POLICY: 102

Pages: 1

Council approval: 03/29/2010

All employees of the City shall be divided into Civil Service and Non-Civil Service employment. Civil Service employment shall include all employees except those exempted by Chapter 400.6 of the Code of Iowa. ~~Exempt employees shall be treated as members of the Non-Civil Service.~~ These policies and regulations shall apply to both Non-Civil Service and Civil Service employees. ~~These policies do not apply to members of appointive boards, commissions and committees, shall be exempted from these policies.~~

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Adoption of Policies

These policies and any amendments thereto shall become effective when adopted by resolution of the City Council. Upon adoption, the policies outlined herein shall supersede any and all personnel policies, rules, regulations, or procedures previously adopted by the City Council and in conflict herewith.

Departmental Policies, Regulations and Orders

The Mayor or Department Head may establish such policies and regulations and promulgate such orders as are deemed necessary for the efficient and orderly administration of the city or department and for maintaining the proper discipline, conduct, and behavior of departmental employees. Such policies must be consistent with these personnel policies if they address subjects covered herein; but, they may address subjects not covered herein. Such departmental policies, regulations- and orders may provide for disciplinary action.

Forms

The Director of Human Resources may establish and update forms as needed to carry out the intent of these policies and provide for consistent documentation and approval as required by these policies. The most current of these forms ~~will be made available in an electronic format to all employees.~~ may be found in Appendix "A" — "City of Council Bluffs Forms" included with this policy manual. ~~All departments will receive notice of any form changes by interoffice mail. The updated forms will be available on the City's web site at councilbluffs-ia.gov (link to Human Resources Department page).~~

Availability of Policies

~~A copy of the City Personnel Policies shall be made available to each employee. The City personnel policies will be stored in an electronic format in a location available to all employees.~~

Exceptions

Exceptions to the City Personnel Policies may be made, in writing, upon a finding of

good cause by the Mayor. A file on all exceptions will be maintained by the Director of Human Resources, in the Human Resources Department. Upon Mayoral approval, all exceptions are required to be submitted in writing to the Director of Human Resources by the respective Department Head.

102- 1

City Personnel Policy

HIRING

POLICY: 202

Council approval: 03/29/2010

Pages: 3

POLICY:

It is the policy of the City that the hiring of employees is to be done in accordance with applicable law and in a manner that should provide the employee with a clear understanding of the conditions of employment, the wages and benefits offered, and the employee's duties and responsibilities.

APPLICABILITY:

All employees.

PROCEDURE:

1. **Employment Offer.** Before any oral or written employment offer is presented to any applicant for regular full-time or regular part-time employment, the Department Head shall obtain the pre-approval of the Director of Human Resources using the Request to Offer Employment form, designated form (see Appendix "A", F202-1, "Request to Offer Employment"). The Human Resources Department will advise the Department Head whether or not to proceed with the offer of employment and whether or not any of the proposed employment conditions should be modified.

After receipt of the approval of the Human Resources Department, the Recruiter will guide the Supervisor through ~~Department Head may proceed with~~ the employment offer. Any verbal offer should immediately be followed with a written reiteration of the offer to the applicant with a copy to the Human Resources Department. It is extremely important that any conditional offers specify clearly the conditions that must be met before the employment offer becomes valid.

2. **Conditional Offer Medical Examination.** A successful applicant for employment may be required, as a condition of employment, to pass a medical examination to establish their fitness to perform the job for which they have applied; and, their fitness to do so without endangering the health and safety of themselves or others. If the City determines that an exam is appropriate to a particular position, all applicants for the job to whom a conditional offer of employment has been made are to be examined. Conditional offer medical exams will be treated as confidential and kept in separate medical files.

3. **Public Safety Training and Equipment Expenses.** Because of the extraordinary expense incurred by the City to train and equip Police and Fire personnel, all newly hired sworn personnel from these departments must sign a reimbursement agreement as a condition of hire. Said agreement will stipulate that the employee will reimburse the City for training costs, as well as the cost of specialized personal equipment, should the employee voluntarily leave the City before completing five years' employment (~~see Appendix "A" — F202-2, "Agreement for Reimbursement of Training Expenses and Cost of Specialized Personal Equipment"~~). A list of said equipment as well as all training costs will be maintained by the respective department. Repayment will be in accordance with the following schedule:

Within one year from date of hire	100%
Greater than one but less than two years from date of hire	80%
Greater than two but less than three years from date of hire	60%
Greater than three but less than four years from date of hire	40%
Greater than four but less than five years from date of hire	20%
After five years	0%

4. **Conditional Offer Background Investigations/Reference Checks.** The City may investigate the background of candidates for employment including candidates for initial hire, rehire, internal transfers, and promotion. The type of information sought in a background investigation should be job related and consistent with business necessity. All employment offers are contingent upon the City performing all necessary background and reference checks.
- A. The City may hire a third party to conduct a background check or obtain reports from outside agencies. ~~The cost of hiring a third party to assist in the background investigation process will be paid by the hiring department.~~
 - B. Background investigations will only be conducted with ~~written~~ consent of the applicant.
 - C. Information obtained in the background check is confidential information and must be maintained in records as such.
 - D. An applicant who refuses to authorize the required background and/or reference check will be considered to have withdrawn his or her application from consideration.
 - E. An applicant who provides false, incomplete, or misleading information on a background questionnaire, application, resume or in an interview will be immediately eliminated from further consideration for employment. If discovery is made after the applicant is hired, disciplinary action up to and including termination will be taken.
 - F. Before making a negative employment decision based on an applicant's criminal conviction record the City will consider the length of time since a conviction, the nature of the crime; the relationship between the job to be performed and the crime committed; the number of convictions, rehabilitation efforts; and subsequent employment history.

G. Background and reference checks may include but are not limited to the following:

- 1) Verification of Employment Eligibility;
- 2) Past and current employment and education;
- 3) References from past employers;
- 4) Criminal Records;
- 5) Driving Record;
- 6) Background Investigations;
- 7) Credit History;
- 8) Record request from past Employer's of Prospective candidates for positions requiring Commercial Driver's Licenses;
- 9) Polygraph exams to the extent allowed by law;
- 10) Personal History Questionnaires.

5. **Rates of Pay.** ([See also Pay Administration](#))

Original Appointment. Persons receiving original appointments to regular full-time or regular part-time positions shall be paid at the minimum rate (first step) of the pay grade assigned to the class of work unless the Mayor, at the recommendation of the Department Head, shall determine that a rate above the minimum is necessary in order to hire the most qualified candidate.

Re-employment. At the discretion of the Mayor, persons re-employed within one year of termination may be paid at any step within the range of the pay grade not to exceed the step attained at the time of separation.

~~6. **Hiring Procedure.** No employee shall be hired or allowed to begin work without prior approval of the Mayor or designee. This approval shall be obtained by the Department Head by submitting the Personnel Action Request to Offer Form ([see Appendix "A" F202-3](#)) to the Human Resources Department, a minimum of four (4) working days before the employee's proposed start date. It is the Department Head's responsibility to ensure that the Personnel Action Form is approved before the employee begins work.~~

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~~6. Regular full-time employees will complete the required forms during the New Employee Orientation, scheduled by the Department Head with the Human Resources Department. The Department Head must also arrange for part-time and temporary employees to complete required forms prior to beginning work.~~

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~~All employees hired by the City must produce proper identification as required by federal and state law. An employee who is unable to provide the required identification forms within 72 hours of the employment date shall be suspended from work until acceptable identification can be provided. During the first week of employment of a regular full-time or regular part-time employee, the Department Head shall be responsible for providing the new employee with an orientation to the department and duties using a form provided by the Human Resources Department ([see Appendix "A", F202-4, "Supervisor's Orientation Checklist"](#)). Following the department orientation, a copy of the completed form, signed by the new employee and the supervisor, shall be submitted to the Human Resources Department to be included in the employee's personnel file.~~

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City Personnel Policy

HOLIDAYS

POLICY: 504

Council approval: ~~06/25/2018 (Rev)~~

Pages: 3

POLICY:

It is the policy of the City to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed.

APPLICABILITY:

All regular full-time and regular part-time employees.

PROCEDURE:

1. Holidays Observed

A. The following holidays will be observed by the City:

New Year's Day (January 1)	Veterans' Day (November 11)
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day (July 4)	Christmas Day (December 25)
Labor Day	Christmas Eve (December 24)-*

B. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday. Employees in the Police Department, ~~and~~ Fire Department, and the Wastewater Treatment Plant assigned to continuous operations shall observe the holiday on the actual day of the holiday.

C. * When Christmas Eve falls on a Monday, Tuesday, Wednesday or Thursday, it will be observed as a holiday. When Christmas Eve falls on Friday, Saturday, or Sunday eligible employees shall receive a floating holiday in lieu of the Christmas Eve holiday. The floating holiday must be taken in the same fiscal year it is earned.

2. Holiday Leave Benefits

- A. Definition. Holiday leave shall be defined as eight (8) hours of paid leave for regular full-time employees. Regular part-time employees shall receive holiday leave based on a pro-ratio of the number of regularly-scheduled work hours of the employee to the work hours of a full-time employee.
- B. All eligible employees shall be granted eight (8) hours holiday leave for each of the observed holidays. When an observed holiday falls on an employee's day off or the employee is required to work the holiday, the employee shall be granted holiday leave at another time, within the same fiscal year, to be mutually determined by the employee and employer.
- C. When a holiday falls within a period of paid leave, the holiday shall not be counted as a work day in computing the amount of leave debited. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday. Employees absent without paid leave on a work day immediately preceding or succeeding the observed holiday shall not be entitled to holiday pay.
- D. Police Supervisors. In lieu of the holiday and casual leave benefit provided other employees, Police Supervisory staff below the rank of Chief shall receive paid holidays totaling 88 hours which shall be taken as time off and/or pay at the discretion of the Police Chief.
- (1) Payment for— holidays shall be made the last payday in June in compensation for the fiscal year ending that June.
 - (2) Holiday compensation for an employee who terminates employment mid-year will be pro-rated.
- E. Fire Supervisors. Compensation for the holiday and casual leave benefit will be given either as paid leave or as an annual cash benefit depending on the work assignment of each employee.
- (1) In lieu of paid leave, Fire Supervisory staff assigned to 24-hour work shifts shall receive 12 hours pay for each of the 10 named holidays occurring during the work assignment, plus 12 hours pay in lieu of the casual day given other employees.
 - (2) Fire Supervisory staff assigned to a 40-hour work week will be eligible for 8 hours of paid leave on each named holiday. At the employee's discretion the casual day(s) provided to other non-union employees may also be taken as paid leave. However, if this day is not used it will be converted to a 12 hour holiday and paid to the employee as described in #3 below.
 - (3) Payment for holidays not taken as leave shall be made the last payday in June in compensation for the fiscal year ending in that June. All holidays will be paid at the 56 hours rate.

- (4) An employee who terminates employment mid-year will be compensated only for those holiday hours that occurred during the employee's employment including the casual day if not previously taken as paid leave.

3. Premium Pay for Work Performed on a Holiday.

- A. If an employee is required by the employee's immediate supervisor to work on a holiday, in addition to holiday leave, such employee will be compensated at the rate of one and one-half (1½) times the employee's regular straight time rate of pay for all hours worked. This provision shall not be applied to Asst. Fire Chiefs working the 24 hour work shifts.
- B. To be eligible for premium holiday pay the majority of hours during an employee's work shift must fall on the observed holiday; and, the employee must either be scheduled to work the holiday or have the express permission of his/her immediate supervisor. All hours worked during such shift will be paid at the premium rate.
- C. There shall be no pyramiding or compounding of wages, overtime, or premium pay of any type. In the event that more than one rate would apply, the highest of such rates shall prevail.

City Personnel Policy

VACATIONS

POLICY: 505

Council approval: 06/25/2018 (Rev)

Pages: 2

POLICY:

It is the policy of the City to grant paid vacation leave~~annual vacations with pay~~ in accordance with the guidelines established below.

APPLICABILITY:

All regular full-time and regular part-time employees.

PROCEDURE:

1. Unless provided otherwise, all full-time employees will accrue annual paid vacation according to the following schedule:

<u>Service Period</u>	<u>Accrual Rate</u>
0 to 6 years	80 hours per year
6 to 13 years	120 hours per year
13 to 19 years	160 hours per year
Over 19 years	200 hours per year

2. **Assistant Fire Chiefs.** Vacation leave benefits for Fire Assistant Chiefs assigned to a 56-hour work shift shall accrue at the rate of 72 hours of leave for each 40 hours of vacation in the schedule provided in #1 above.
 - A. An employee who is transferred from a 56-hour work schedule to a 40-hour work schedule shall have his/her vacation accumulation adjusted by dividing his/her 56-hour accumulation by 72 and multiplying the result of this calculation by 40.
 - B. An employee transferred from a 40-hour work schedule to a 56-hour work schedule shall have his/her vacation accumulation adjusted by dividing the 40-hour accumulation by 40 and multiplying the result of this calculation by 72.
 - C. Upon termination the vacation balance of the 56-hour employee will be converted to a 40-hour benefit and paid at the pay grade for Fire Assistant Chiefs working a 40-hour schedule.

3. ~~Executive, administrative and professional Exempt or Salaried~~ employees as designated by the Mayor shall be able to take vacation as it accrues. All ~~other non-exempt or hourly~~ employees are eligible to use vacation only after completion of the probationary period.

4. ~~Total accrued but unused vacation for an employee shall not at any time exceed twice their accrual rate. Upon separation from employment, compensation for unused vacation leave shall be made.~~

5. ~~Effective 7-1-14 the~~ vacation limit in #4 above shall be reduced to the ~~an~~ employee's annual accumulation plus 80 hours. ~~This provision shall not apply to Police and Fire Supervisory employees and employees who are "Grandfathered" as described in #6 below. (Police Supervisory and Fire Supervisory see Appendix B).~~

~~The~~ limits described in #4 above shall continue to apply ~~to~~for employees who were age 55 or older with at least 25 years' service with the City as of June 30, 2012, shall be twice their annual accumulation.

~~6. Upon separation from employment, compensation for unused vacation leave shall be made.~~

~~6-~~

7. Vacation ~~credits~~ shall not accrue for any hour during a pay period in which an employee is absent without leave ~~or~~ is on an unpaid leave of absence (as defined in each policy) which exceeds thirty calendar days; or, is on terminal leave.

8. Vacation leave for regular part-time employees shall be prorated based on the ratio of regularly scheduled work hours of the employee to those of full-time employees.

9. Unless otherwise provided, vacation must be charged as used, in amounts not less than ~~one four~~ hours for ~~exempt or salaried employees~~, and 15 minutes for ~~non-exempt or hourly employees~~. All vacation leave must be ~~requested by the employee and approved by the Department Head or designee prior to the date(s) of vacation, and filed in the prescribed manner on a City leave request form.~~

10. Vacation pay for all employees will consist of the employee's regular rate of pay for the vacation period.

11. Department Heads reserve the right to designate when some or all vacations can be taken. Supervisors are responsible for ensuring adequate staffing levels and should attempt, when feasible, to resolve vacation scheduling conflicts on a first-come first-served basis.

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City Personnel Policy

FAMILY AND MEDICAL LEAVE ACT

POLICY: 705

Council approval: ~~03/29/2010~~

Pages: 6

POLICY:

It is the policy of the City to comply with the legal requirements and regulations of the Family and Medical Leave Act (“FMLA”) which grants job-protected, unpaid, family medical leave to eligible employees for up to a combined total of 12 workweeks (or up to a combined total of 26 workweeks for a request involving item 6 below) in a 12-month period for:

1. The birth of ~~the employee’s child and care of the newborn~~ a child and to care for the newborn child within one year of birth;
2. ~~Adoption or the foster care placement of a child with the employee and care of such child~~The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. To Ccare for the employee’s spouse, ~~son, daughter~~ child, or parent who has a serious health condition; or
4. The employee’s serious health condition that ~~results in an inability to perform one or more of the essential functions of the employee’s job~~ makes the employee unable to perform the essential functions of his or her job.
5. The need for leave because of “any qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter, or parent is on active military duty or has been notified of an impending call to active military duty status in support of a contingency operation.
6. The care of the employee’s spouse, son, daughter, parent, or next of kin when such relative is a covered service member who is recovering from a serious illness or injury sustained in the line of military duty or active duty in a single 12-month period.

If both spouses are employed by the City, they will be allowed up to 12 combined weeks of FMLA leave for items one, two, and parent under item three.

PURPOSE:

The intent of the FMLA is to allow employees to balance their work load and family life by taking reasonable unpaid leave for specific reasons listed above in a manner that accommodates the legitimate business interests of the City.

APPLICABILITY:

Any employee who: (1) has been employed by the City for at least 12 months; and (2)

has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Calculation of hours worked in the prior 12-month period will include any time worked even though a break in service of 5 years or less has occurred. Time on active military service shall be counted as if the employee was at work regardless of the length of such break in service.

DEFINITIONS:

Serious Health Condition. For the purpose of this policy a serious health condition means an illness, injury, impairment, or physical or mental condition that involves either:

1. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or,
2. Continuing treatment by a health care provider which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities) due to:
 - A. A health condition (including treatment or recovery) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - (1) Treatment two or more times by or under the supervision of a health care provider within the first 30 days of incapacity; or
 - (2) One treatment by a health care provider with a continuing regimen of treatment.
 - B. Pregnancy or prenatal care. (A visit to the health care provider is not necessary for each absence.) or,
 - C. A chronic serious health condition which continues over an extended period of time, requires at least two visits per year to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or,
 - D. A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or,
 - E. Any absences to receive multiple treatments or restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatment for cancer).

12-Month Period. The City's chosen benefit determination period for Family and Medical Leave consists of a rolling 12-month period measured backward from the beginning date of the requested leave.

Any Qualifying Exigency. This term is used to mean any need that falls under the following broad categories: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and, (8) additional activities not encompassed in the other categories, but agreed to by the City and employee.

PROCEDURE:

1. **EMPLOYEE RESPONSIBILITIES.** Employees must give thirty (30) days' written advance notice to their Department Head of a need to take FMLA leave when it is foreseeable for the birth or placement of a child for adoption, or foster care, or for planned medical treatment. When unforeseen events occur that require FMLA leave, employees must give notice as soon as practicable, following usual and customary call-in procedures.

- A. Notice may be given either in person, email? or by phone when medical emergencies are involved; and, may be given by a spouse or family member if the employee is unable to do so due to a serious health condition.
- B. Employees should notify their Department Head when any change occurs in the circumstances for which leave is being taken.
- C. Employees must provide timely medical certification on forms provided by the City for FMLA leave.
- D. The employee must continue to pay the employee's share of group insurance costs as outlined in item #9 which follows.
- E. The employee should advise the Department Head if FMLA leave is being requested to be taken intermittently.
- F. If the employee has been on FMLA leave for the employee's serious illness or injury, the employee will-may have to undergo a fitness-for-duty examination at the leave's end to certify that the employee is able to perform the job's essential functions with or without reasonable accommodation.
- G. An employee who takes intermittent leave must make a "reasonable effort" to schedule his or her leave to avoid unduly disrupting the City's operations.

2. **EMPLOYER RESPONSIBILITIES.**

- A. The City will designate in writing when paid leave will be counted toward the employee's family medical leave allotment.
- B. The City will notify the employee of the requirement to provide medical certification from a health care provider to support FMLA leave requests. This certification must be provided within fifteen (15) calendar days from the date the employer designates leave as FMLA leave and generally every 30 days thereafter. Forms can be obtained in the Human Resources Department or on the City's intranet. ~~and are also available on the Human Resources Department's web page at councilbluffs-ia.gov.~~

- C. ~~The City~~ Human Resources may provide a statement of the employee's essential functions to the physician and request the physician's certification to specify what functions the employee cannot perform.
 - D. ~~The City~~ Human Resources may directly contact the employee's health care provider for the purpose of authenticating and clarifying the medical certification.
 - E. ~~No An~~ employee who has been absent for a serious health condition ~~will~~ may be ~~allowed to resume his/her normal job activities without~~ required to obtain a City Doctor's Certificate form from the attending physician indicating the employee can perform the essential functions of the job (with or without reasonable accommodation).
 - F. As per City Policy, should conditions warrant, the City may opt to have the employee examined by a City physician in order to determine the employee's fitness for duty. If this should be required, the City will pay the cost of the exam.
3. **INTERMITTENT LEAVE.** An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary".
- A. Medically necessary means there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule.
 - B. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates a recurring period of leave when the leave is planned based on scheduled medical treatment.
4. **ELIGIBILITY FOR PERFECT ATTENDANCE PAY.** ~~The fact that an employee's absence has been designated as Family Medical Leave will not affect the employee's eligibility for pay or leave benefits awarded for Perfect Attendance. Absences that are protected by the FMLA will not disqualify an employee from earning Perfect Attendance.~~
5. **ALTERNATIVE DUTY.** Time spent working an alternative duty assignment or limited duty assignment shall not be counted toward an employee's Family Medical Leave entitlement.
6. **USE OF PAID LEAVE.** The City will allow the employee to ~~substitute~~ use any form of paid leave to which the employee would normally be eligible according to the terms and conditions of the applicable paid leave policy in lieu of any or all of the unpaid leave permitted by law. Absent any other eligible form of paid leave, the City will require the employee to utilize all accrued vacation and personal leave before taking unpaid leave. All leave, whether paid or unpaid will count toward the 12 (or 26) work week limitation provided by the law.

7. HOW FMLA LEAVE INTERACTS WITH CITY PAID LEAVE. The FMLA requires

that the City allow an employee unpaid leave when he/she is eligible for FMLA leave, as described above. The law permits the City to require the employee to use accrued paid annual leave, sick leave, and/or Injury-on-the job leave which may be counted, concurrently, with FMLA leave. Accordingly, appropriate paid leave will be substituted by the City for unpaid FMLA leave and counted against the 12 week FMLA leave entitlement. In sum, an employee on FMLA leave will have his or her paid leave counted toward the 12 week FMLA allowance, until such paid leave has been exhausted. Any subsequent FMLA leave will be unpaid, up to a total of 12 weeks.

7.8. HOLIDAYS. If an employee needs less than a full week of FMLA leave, and a holiday falls within the partial week of leave, the hours that the employee does not work on the holiday are not counted against the employee's FMLA leave entitlement.

~~8-9.~~ **BENEFIT ACCRUAL.** All benefit accruals will cease beginning with the ~~first-next~~ pay period ~~in which the employee is utilizing unpaid~~ after the employee exhausts their paid leave. Accruals will begin again when the employee resumes a paid status ~~for an entire pay period.~~

~~9-10.~~ **GROUP INSURANCE.** The FMLA requires the City to allow employees to continue coverage under the City's group insurance plan for the duration of the leave.

- A. In the case of paid FMLA leave, the City and the employee's share of health plan premiums will be paid in the customary manner by payroll deductions.
- B. In the case of unpaid FMLA leave, employees will be required to remit the employee's share to the City Treasurer by the first of the month for which the coverage is being paid, subject to the grace period described below.
- C. There is a thirty (30) day grace period after which coverage will be terminated if the employee has not paid the respective share of the premium. This should be carefully noted by the employee since it places upon the employee the responsibility of ensuring the continuation of health coverage during a period of unpaid leave.
- D. In lieu of provisions B and C above, the employee may voluntarily make arrangements with the Human Resources Department to pre-pay the estimated amount that will be owed during the unpaid portion of the leave through payroll deduction during the paid portion of the leave; or, if necessary, to pay the amount owed through payroll deduction upon return from the unpaid leave. This method allows the employee to continue to pay for health premiums on a pre-tax basis.
- E. If employee requests or allows coverage to lapse, coverage will be reinstated immediately upon return to active duty.

~~10-11.~~ **RETURN TO WORK.** Upon return from FMLA leave, an employee must be restored to the employee's original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment, provided that the employee is able to perform the essential functions of the job. If the employee is unable to perform the essential job functions with, or without, reasonable accommodation, the employee has no right to be restored to his or her position, or to an equivalent position. .

- A. The employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave. If an employee is on unpaid FMLA leave, other benefits, and accrual of benefits, shall be governed the same as any other unpaid City leave.
- B. A key employee, defined as an employee who is salaried and is paid among the highest ten percent of the City's salaried and non-salaried FMLA eligible and non-eligible employees, may be denied reinstatement when it can be shown that substantial and grievous economic injury to City operations could occur should the key employee in question utilize FMLA leave. The Director of Human Resources will notify the employee making the FMLA leave request in writing if he/she has been designated as a key employee.

~~11.1. **HOW FMLA LEAVE INTERACTS WITH CITY PAID LEAVE.** The FMLA requires that the City allow an employee unpaid leave when he/she is eligible for FMLA leave, as described above. The law permits the City to require the employee to use accrued paid annual leave, sick leave, and/or Injury on the job leave which may be counted, concurrently, with FMLA leave. Accordingly, appropriate paid leave will be substituted by the City for unpaid FMLA leave and counted against the 12 week FMLA leave entitlement. In sum, an employee on FMLA leave will have his or her paid leave counted toward the 12 week FMLA allowance, until such paid leave has been exhausted. Any subsequent FMLA leave will be unpaid, up to a total of 12 weeks.~~

12. **DISCLAIMER.** If any provision of this policy conflicts with a provision of the FMLA or could be interpreted to provide a benefit greater than what is intended in the FMLA, the provision of the FMLA shall prevail and be applied.

13. **QUESTIONS.** Questions regarding the use of and qualifications for FMLA leave should be directed to the Human Resources Department.

RESOLUTION NO. 19-282

A resolution approving revisions of
the City's current Personnel Policies Manual

WHEREAS, the last revisions of these City Personnel Policies occurred in 2010 or 2013;
and,

WHEREAS, there are a number of areas where additional policy guidance is needed;
and,

WHEREAS, a number of operational changes have been made that need to be reflected
in the City's Personnel Policies manual; and,

WHEREAS, said changes are deemed to be in the best interest of the City of Council
Bluffs, Iowa;

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

That the proposed revisions of the City's current Personnel Policy no. 102, 202, 504, 505
& 705 are hereby adopted and the Personnel Policy manual will be updated accordingly.

Adopted
And
Approved

December 16, 2019

Matthew Walsh

Mayor

Attest

Jodi Quakenbush

City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW21-20
Submitted by: Matthew Cox, Public Works
Director

Resolution 19-283
ITEM 6.D.

Council Action: 12/16/2019

Description
Resolution authorizing the Mayor and City Clerk to execute an agreement with HGM Associates Inc. for engineering services in connection with the West Broadway Reconstruction, Segment 5. Project #PW21-20

Background/Discussion
West Broadway is a major arterial street and critical to the City’s roadway network. It serves as a significant commercial corridor and commuter route and its reconstruction is an essential part of the economic redevelopment plan for the west end of Council Bluffs. There is also a strong community desire to enhance the aesthetics of the corridor and to create a connection between the River’s Edge development and downtown Council Bluffs.
The City has assumed responsibility of West Broadway from the Iowa DOT. The transfer of jurisdiction of the roadway formerly designated as US 6, included payment in the amount of \$20 million from Iowa DOT.
West Broadway will be completely rebuilt, including the replacement of pavement, traffic signals, street lights, sidewalks, and storm sewers. The project also includes streetscape amenities such as decorative pedestrian lights, brick paver bands behind the curbs and at intersections, ornamental fencing, ornamental arms for street lights, concrete pavers in crosswalks, decorative paving in the center turn lane and at key intersections, raised planted medians, neighborhood masonry columns, and trees.
Segment 1 and 2 of the reconstruction project from 36th Street to 28th Street is complete and Segment 3 from 28th to 25th Street is now substantially complete.
Segment 4 will continue the reconstruction from 25th Street to 19th Street and is scheduled to begin in April 2020.
The limits of Segment 5 will be from the west side of 19th Street to 15th Street, with construction in 2021.
This project is planned for the FY21 CIP with a preliminary budget of \$9,000,000.
The Engineer was previously selected based on their ability to provide the necessary services utilizing the selection criteria outlined in the Professional Services Policy. Statements of qualifications were solicited from nineteen engineering firms on the pre-qualified list and HGM Associates partnered with HDR Engineering was selected as the most qualified consultant team. HGM, HDR, and Chroma Design assisted the City with developing a Corridor Master Plan for West Broadway and successfully completed the design for Segments 1, 2, 3 and 4. It is appropriate for HGM to continue their role as project engineer. It is fully expected that the knowledge gained during the planning phase and previous design efforts will continue to benefit the project during the fourth segment.

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Agreement	12/5/2019
Resolution 19-283	Resolution	12/11/2019

Contract for Engineering Services

THIS CONTRACT, executed by the CITY OF COUNCIL BLUFFS, IOWA, FIRST PARTY, hereinafter referred to as the CONTRACTING AUTHORITY; and HGM ASSOCIATES INC., 640 Fifth Avenue, Council Bluffs, Iowa, 51501-6427, SECOND PARTY, hereinafter referred to as the ENGINEER; made this _____ day of _____, 20____, in consideration of the mutual covenants hereinafter:

WHEREAS, the CONTRACTING AUTHORITY proposes to make the following improvements described as:

WEST BROADWAY RECONSTRUCTION, SEGMENT 5
CITY OF COUNCIL BLUFFS, IOWA
CITY PROJECT NO. PW 21-20
HGM PROJECT NO. 151315D

WHEREAS, the CONTRACTING AUTHORITY desires to employ the ENGINEER to perform General Consulting and Construction Phase Engineering Services for the above designated improvement program as described in the following general Scope of Services:

I. Scope of Services:

- A. Meet with the CONTRACTING AUTHORITY to define the project and to prepare a detailed scope of services for the project.
- B. Conduct a topographic survey of defined project area in sufficient detail to prepare construction plans.
- C. Prepare plans and specifications for the construction of the project improvements. There will be four submittals: 30%, 60%, 95% and Final.
- D. Provide bid phase services as follows: preparation of final opinion of probable cost; distribution of bid documents, plans and specifications; attend letting; check and tabulate bids; and prepare letter of recommendation regarding award of construction contract for improvements.
- E. Provide engineering services during construction phase including part-time construction observation to allow the ENGINEER to prepare a statement that improvements have been completed in substantial compliance with the plans and specifications. Services will include a project representative, construction contract administration, staking of proposed construction improvements and the preparation of record drawings at the completion of construction.

- F. Provide project management services including coordination of other subconsultants or consulting services as directed by the CONTRACTING AUTHORITY.
- G. Additional services, as authorized in writing by the CONTRACTING AUTHORITY, requiring the use of other subconsultants or commercial testing laboratories.
- H. Prepare, as authorized in writing by the CONTRACTING AUTHORITY, right-of-way plats and descriptions, easement descriptions, outside permits and special assessments.

WHEREAS, the ENGINEER desires to accept the said employment under the terms and conditions hereinafter outlined.

NOW, THEREFORE, IT IS AGREED AND STIPULATED by and between the parties hereto as follows:

II. Terms and Conditions:

- A. The ENGINEER agrees to:
 - 1. Provide all office and field equipment and supplies to perform such duties designated in the scope of services.
 - 2. Provide, in addition to his own professional services, the necessary personnel to perform such duties as shall be designated by the CONTRACTING AUTHORITY and to act under the direction of said authority.
- B. The CONTRACTING AUTHORITY agrees to employ and pay the ENGINEER under the following terms and conditions:
 - 1. For items I.A. and I.F. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll costs times 2.19 with a negotiated "not to exceed" maximum amount.
 - 2. For items I.B., I.C., and I.D. of the scope of services, the fees will be a negotiated lump sum amount for each of these services.
 - 3. For item I.E. of the scope of services, the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.19 with negotiated maximum amount based on a percent (%) of the *averaged construction cost amount*. The *averaged construction cost amount* shall be equal to the average amount of the bid amount of the two (2) low bidders.
 - 4. For item I.G. the fee will be the actual cost as billed by the subconsultant or commercial testing laboratory.

5. For item I.H. the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.19.
6. For additional services performed by the ENGINEER as authorized in writing by the CONTRACTING AUTHORITY the fees will be computed on an hourly basis by multiplying the ENGINEER'S payroll cost times 2.19.
7. All engineering and related fees will be billed on a monthly basis for services rendered during the specific period.
8. The payroll cost used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged directly on the project, including--but not limited to -- engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical personnel, stenographers, typists, and clerks; plus the cost of fringe benefits including -- but not limited to -- social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The payroll cost will be determined by multiplying actual payroll times 1.4155.

C. GENERAL CONDITIONS:

1. Ownership of Documents:

Both parties agree that the ownership of documents prepared by the ENGINEER at the direction of the CONTRACTING AUTHORITY, including specifications, drawings, maps, plats, and other related documents, shall be and remain property of the CONTRACTING AUTHORITY; and further, that such right in the CONTRACTING AUTHORITY shall not preclude the right of the ENGINEER to make and retain copies of same, to which copies ENGINEER shall have full right of ownership.

2. Termination of Agreement:

This agreement, or any portion thereof, may be terminated immediately upon written notice by the CONTRACTING AUTHORITY. In event such Notice of Termination shall be given by the CONTRACTING AUTHORITY, the payment for unbilled Engineering Services for work performed prior to the date of termination shall be determined by multiplying the ENGINEER'S payroll cost times 2.19, plus outside expense.

3. Revision of Completed Documents of Service:

Drafts of documents of service shall be submitted to the CONTRACTING AUTHORITY by the ENGINEER for review and comment. The comments received from the CONTRACTING AUTHORITY and the reviewing agencies shall be incorporated by the ENGINEER prior to submission of the final work product by the ENGINEER. Documents of service revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on documents of service by the CONTRACTING AUTHORITY shall be in writing. In the event there are no comments from the CONTRACTING AUTHORITY or reviewing agencies to be incorporated by the ENGINEER into the final document of service, the CONTRACTING AUTHORITY shall immediately notify the ENGINEER, in writing, that the document of service is considered to constitute "satisfactorily completed and accepted work."

In the event that the document of service prepared by the ENGINEER is found to be inadequate and revision or reworking of the document of service is necessary, the ENGINEER agrees that it shall do such revising without expense to the CONTRACTING AUTHORITY, even though final payment may have been received. The ENGINEER must give immediate attention to these changes so there will be a minimum of delay in the project. Should the CONTRACTING AUTHORITY find it desirable to have previously satisfactorily completed and accepted document of service or parts thereof revised, the ENGINEER shall make such revisions if requested and directed by the CONTRACTING AUTHORITY in writing. This work will be paid for as provided in Section II.B.6.

4. Extra Work/Changes in Scope:

If the ENGINEER is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," the ENGINEER shall promptly notify the CONTRACTING AUTHORITY in writing to that effect. In the event that the CONTRACTING AUTHORITY determines that such work does constitute "Extra Work," the CONTRACTING AUTHORITY shall provide extra compensation to the ENGINEER as provided in Section II.B.6. or at a negotiated lump sum. Unless written approval from the CONTRACTING AUTHORITY for "Extra Work" has been secured in advance from the ENGINEER, no claims will be allowed. However, the CONTRACTING AUTHORITY shall have benefit of the service rendered.

5. Indemnification:

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

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

6. Insurance:

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

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

7. Dispute Resolution – 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.

8. 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.

9. Successors and Assigns:

Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

10. Title VI Requirements:

Appendix "A" attached to this Agreement lists Title VI requirements that are part of this Agreement.

(Signature page to follow)

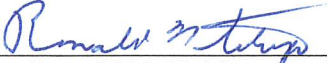
Dated this _____ day of _____, 20__.


CITY OF COUNCIL BLUFFS, IOWA * FIRST PARTY
CONTRACTING AUTHORITY

By: _____
Mayor: Matthew J. Walsh

Attest: _____
City Clerk: Jodi Quakenbush

HGM ASSOCIATES INC. * SECOND PARTY
ENGINEER

By:  _____
Ronald N. Tekippe, P.E.
President

Attest:  _____
Terrence L. Smith, P.E.
Project Manager

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.

**RESOLUTION
NO 19-283**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
HGM ASSOCIATES INC. FOR ENGINEERING SERVICES
IN CONNECTION WITH THE
WEST BROADWAY RECONSTRUCTION, SEGMENT 5
PROJECT #PW21-20**

- WHEREAS, the city wishes to make improvements known as the West Broadway Reconstruction, Segment 5, within the city, as therein described; and
- WHEREAS, HGM Associates Inc. has submitted an agreement to provide engineering services for the work necessary for said improvements; and
- WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with HGM Associates Inc. for engineering services relative to the West Broadway Reconstruction, Segment 5 project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

December 16, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW20-24
Submitted by: Matthew Cox, Public Works
Director

Resolution 19-284
ITEM 6.E.

Council Action: 12/16/2019

Description
Resolution authorizing the Mayor and City Clerk to execute an agreement for RISE Program Funding in connection with the Gifford Road Reconstruction, Phase III project. Project #PW20-24

Background/Discussion
Gifford Road from Veterans Memorial Highway to 45th Avenue was previously reconstructed with RISE grant funding. The project was identified as FY15-24 in the CIP.
A second RISE grant allowed Gifford Road to be further reconstructed an additional 725 feet south of 45th Ave. This project also extended S. 19th Street to Gifford Road. The project was identified as PW17-11 in the CIP and was completed in coordination with the Council Bluffs Industrial Foundation.
This project will reconstruct Gifford Road from S. 19th Street to the south limit of the paving completed with Project PW17-11.
A data center project is planned for a 20 acre parcel within the South Point, Phase II industrial development and Gifford Road must be improved to serve this development. An agreement was previously approved by the City Council which requires the developer to fund the road reconstruction. The RISE agreement is a supplementary funding source for the project.
The RISE grant will fund \$289,448 of the cost of the roadway, with the remaining costs paid by the developer. The total construction cost of the project is estimated at \$998,800.

Recommendation
Approval of this resolution.

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Agreement	12/6/2019
Resolution 19-284	Resolution	12/11/2019

**Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: Council Bluffs

PROJECT NO: RM-1642(684)--9D-78

IOWA DOT AGREEMENT NO.: 2020-R-008

This is an agreement between Council Bluffs (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. PPM-2020-27 on November 12, 2019.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the reconstruction of approximately 636 feet of Gifford Road located on the south side of town.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@iowadot.us. The Recipient's contact person shall be Matt Cox, Director, Public Works, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503, mcox@councilbluffs-ia.gov, 712-890-5296.
3. The Recipient shall be responsible for the development and completion of the following described project:

Reconstruction of approximately 636 feet of Gifford Road located on the south side of town.

Provide improved access to more than 69 acres for industrial and technology purposes
The associated economic development is the majority of the designated development area (69 acres in total and shown on Exhibit A) will be developed with RISE eligible land uses.

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, date of project approval (funding commitment) by the Transportation Commission shall be paid as follows:

City RISE Funds:	\$289,448
City Local Contribution:	\$289,447
Project Total:	\$578,895

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$289,448 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.
11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.

12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
 - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Road Design and Maintenance Bureau with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.
 - D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.
18. 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 the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to get environmental concurrence before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.

19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

The Recipient shall complete all known required environmental permits before the project is advertised for letting. In addition, the Recipient shall fully comply with all applicable environmental requirements before funds are reimbursed or credited.

The approval of the project application for funding nor the signing of this agreement nor the concurrence to advertise shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 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.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project advertising of each division. Project cannot be advertised until DOT concurrence has been acquired. The DOT shall review said

submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project letting. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. 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 such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than five percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish a set of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public

safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.

30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement, the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.

36. 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.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. Local Development: The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project, including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

Land: The Recipient shall also provide certification documentation to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic that the majority of the area that was developed is RISE eligible. The Recipient will certify that the developed area has been maintained as a RISE eligible development and that the said development meets RISE eligibility requirements. This certification by the Recipient is subject to audit by the DOT and the DOT has sole authority to determine whether the associated economic development has been accomplished. If the majority of the developed area is not RISE eligible then the Recipient shall pay back an amount determined by the DOT up to the full repayment of the RISE award.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT 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 must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2020-R-008 as of the date shown opposite its signature below.

RECIPIENT: Council Bluffs

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of Council Bluffs, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____, 20__

Craig Markley
Director
Systems Planning Bureau

Exhibit A

Project Site Map:

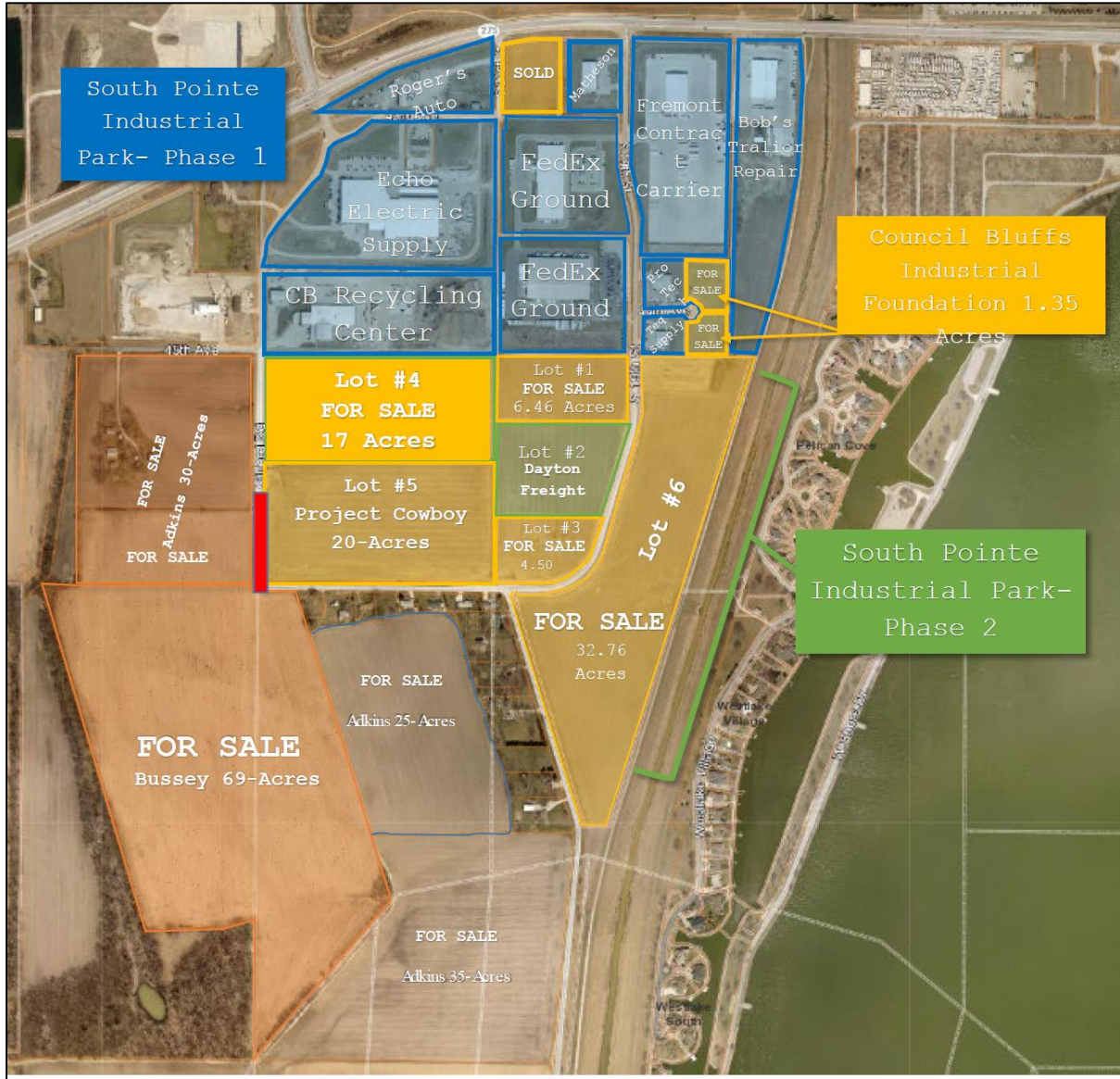


Exhibit B

Project activities or costs eligible for RISE funding, and which may be counted as part of the non-RISE participation in immediate opportunity and local development roadway projects, include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.
- b. Bridge and culvert repair, modernization, replacement or initial construction.
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.
- d. Public transportation system improvements, including but not limited to bus shelters, bus turnouts, and passenger information signage, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- e. Bicycle and pedestrian infrastructure improvements, including but not limited to sidewalks, at-grade pedestrian crossings, bike lanes, and separated bike lanes, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- f. Right-of-way acquisition costs, including but not limited to appraisals, negotiation, compensation, and cultural resources surveys necessary to comply with applicable local, state and federal laws, rules and regulations.
- g. Construction or improvement of motorist rest areas, welcome centers and information centers.
- h. Design engineering costs leading to construction plan development and construction inspection costs associated with RISE-financed projects.
- i. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.
- j. Storm drainage and storm sewer costs to the extent needed for draining the roadway.
- k. Reconstruction or adjustment of utilities, including but not limited to water, sanitary sewer, electric, telephone, and natural gas, when utilities are located on private property and require replacement or relocation due to project construction; or said utilities are located in the public right-of-way and the utility is not required to relocate at its own expense.
- l. Costs associated with the acquisition of local, state and federal permits required for roadway construction.

Exhibit C

Activities or costs ineligible for RISE funding, and which may not be counted as part of the non-RISE participation in immediate opportunity or local development roadway projects, include but are not limited to the following:

- a. Any and all costs incurred prior to a funding commitment by the Transportation Commission unless granted advance eligibility to incur costs according to Administrative Rule 761-163.9(315)-
- b. Routine roadway, bridge and culvert maintenance, including but not limited to pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including but not limited to snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering, feasibility or alignment studies, and other planning expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Utility construction, reconstruction or adjustment except for those activities or costs described in Exhibit B, Item k.
- j. Safety appurtenances, except as an integral part of a roadway project.
- k. Lighting, except as an integral part of a roadway project.
- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters, paving, and marking whether on-street or off-street parking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.

- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Donated right of way.

Exhibit D

Project Implementation Schedule:

Commission Approval Date: November 12, 2019

Construction: April 2020

Project Closeout: July 2020

Exhibit E

CONTRACT PROVISION

**Targeted Small Business (TSB)
Affirmative Action Responsibilities
on
Non-Federal Aid Projects (Third-Party State-Assisted Projects)**

March 2019

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
200 East Grand Avenue
Des Moines, IA 50309
Phone: (515-348-6159)
Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

TSB Affirmative Action Responsibilities

- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

TSB Affirmative Action Responsibilities

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors' groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/tsb>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Office.
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? YES NO

If no, explain _____

2. Were qualified TSB firms notified of project? YES NO

If yes, by letter, telephone, personal contact, or other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? YES NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? YES NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? YES NO

If no, what action was taken by Recipient? _____

Is documentation in files? YES NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? YES NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

**RESOLUTION
NO 19-284**

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
RISE PROGRAM FUNDING AGREEMENT NO. 2020-R-008
IN CONNECTION WITH THE
GIFFORD ROAD RECONSTRUCTION, PHASE III PROJECT
PROJECT # PW20-24**

- WHEREAS, Gifford Road improvements are necessary for an economic development project; and
- WHEREAS, the City of Council Bluffs desires to improve Gifford Road by reconstructing 1,802 lineal feet of roadway, including 636 lineal feet associated with RISE funding; and
- WHEREAS, the roadway infrastructure will provide improved access to 63-acres of land designated for industrial and technology purposes; 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 RISE program funding agreement No. 2020-R-008 with the Iowa Department of Transportation in connection with the Gifford Road Reconstruction, Phase III project.

AND BE IT FURTHER RESOLVED

That the road improvements constructed under the project will be dedicated to public use under jurisdictional responsibility of the City of Council Bluffs and will be adequately maintained by the same entity.

ADOPTED AND APPROVED

December 16, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: City Clerk
Case/Project No.:
Submitted by: Justin James, Fire Chief

Resolution 19-285
ITEM 6.F.

Council Action: 12/16/2019

Description
Resolution authorizing the purchase of a 100' Mid-Mount Aerial Apparatus for the Council Bluffs Fire Department

Background/Discussion

In the spring of 2019 the Council Bluffs Fire Department formed an apparatus committee to begin the process of commencing a search for a replacement aerial apparatus for T32 stationed at the Fire Department Headquarters. During the months to follow committee members researched all of the fire apparatus manufactures who were building mid-mount aerials. During the course of this research the committee was given the parameters that the apparatus must be able to efficiently operate in the current assigned response zone and have an overall height with which allows it to be utilized in Fire Station 2 if needed. In order to meet these benchmarks the following restrictions were placed on the apparatus size:

Overall height of less than 11'4" so as to fit in all stations
Overall length of less than 44'0" to meet response zone travel requirements
A minimal rear over hang as to eliminate excessive tail swing.
Steel ladder construction as a safety element.
Meet the Aerial Standard for ground ladders and equipment as required by ISO.
Have an aerial ladder of 100' or greater.
Platform Aerial construction.

The height restriction limits our choices to a mid-mount construction rather than rear-mount and there are currently 7 manufactures that are constructing the mid-mount configuration. Of these only 4 are manufacturing a steel 100' platform style aerial ladder. Of these 4 only one, Pierce, meets all of the requirements that CBFDF has listed.

The Pierce apparatus has an overall length of approximately 43'8" making it 3'8" shorter than the nearest competitor. The height is approximately 11'0" and the tail swing is 161" making it over 24" less than the nearest competitor. The overall length of the chassis located behind the center of the rear axles is over 40 inches shorter than the competitors.

The next challenge for the committee was to research build avenues that allowed for CBFDF to receive the apparatus we need within the constraints of its operational parameters. One such avenue is government purchase consortiums. The City of Council Bluffs currently belongs to the HGAC buying consortium and in checking with Reliant and Pierce they also participate in the HGAC consortium. The build spec that Reliant has provided meets the HGAC consortium costs and guidelines. We are requesting that we accept the build specification that Reliant has provided to build a Pierce 100' Ascendant Heavy-Duty Aerial Tower per the HGAC guidelines.

Aerial Apparatus within the Council Bluffs Fire Department are used frequently and are an important part of our overall response to emergencies within our city. It is crucial that the apparatus that we purchase be up to the task at hand and be built to a standard that can perform at this rigorous level. Aerial Apparatus are expected to be in service for at least a 20 year period and they have a direct effect on our firefighter's ability to perform their job. Aerials are often times used to perform duties other than firefighting operations. In Council Bluffs we often find ourselves using them for high or low angle rescues. Their ability to access difficult terrain areas within our city is vital to these types of operations. Finally, by purchasing this apparatus we will have 3 100' steel platform ladders allowing us to receive full credit on our ISO rating for aerial devices.

For these reasons we are asking for your approval to award the 100' Mid Mount Aerial Platform bid to Reliant Fire Apparatus (Pierce Manufacturing) for the amount of \$1,349,642.00.

Recommendation
Approval of the Resolution.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 19-285	Resolution	12/11/2019

RESOLUTION NO. 19-285

A RESOLUTION AUTHORIZING THE PURCHASE OF A 100' MID-MOUNT AERIAL APPARATUS FOR THE COUNCIL BLUFFS FIRE DEPARTMENT.

WHEREAS, the Council Bluffs Fire Department recently formed an apparatus committee of department personnel to design the replacement of one of our current aerial apparatus; and

WHEREAS, the conclusion of the committee was to move forward with the purchase of an apparatus that met all of the performance criteria set forth by the committee and through the HGAC buying consortium; and

WHEREAS, the apparatus selected was available to be purchased through the HGAC buying consortium;

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

That the Fire Department is hereby authorized to accept the 100' Mid Mount Pierce Ascendant Aerial Platform bid of \$1,349,642.00, and further purchase said apparatus from Reliant Fire Apparatus (Pierce Manufacturing).

ADOPTED
AND
APPROVED

December 16, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Public Works Admin
Case/Project No.: PW20-20
Submitted by: Matthew Cox, Public Works
Director

Resolution 19-286
ITEM 6.G.

Council Action: 12/16/2019

Description
Resolution authorizing the use of eminent domain in connection with West Broadway Reconstruction, Segment 4. Project #PW20-20

Background/Discussion
West Broadway is major arterial street and critical to the City’s roadway network. It serves as a significant commercial corridor and commuter route and its reconstruction is an essential part of the economic redevelopment plan for the west end of Council Bluffs. There is also a strong community desire to enhance the aesthetics of the corridor and to create a connection between the River’s Edge development and downtown Council Bluffs.

Segment 4 of the reconstruction project will completely rebuild West Broadway from 25th Street to just east of 20th Street including the replacement of pavement, traffic signals, street lights, sidewalks, and storm sewers with drainage improvements as a major objective. The project also includes streetscape amenities such as decorative pedestrian lights, brick paver bands behind the curbs and at intersections, ornamental fencing, ornamental arms for street lights, concrete pavers in crosswalks, and decorative paving in the center turn lane and at key intersections, neighborhood masonry columns, and trees.

In order to construct the improvements, additional right-of-way is required at all of the intersection corners.

Parcel #1 - Roderick Sherbondy property - 2400 West Broadway - owned by Roderick Sherbondy. In order to properly construct the ADA ramps and sidewalks, an acquisition of 178 square feet (0.0041 acres) is necessary.

Parcel #4 - Hy-Vee property - 2323 West Broadway - owned by Hy-Vee Incorporated. In order to properly construct the ADA ramps and sidewalks, an acquisition of 68 square feet (0.0016 acres) is necessary.

Parcel #10 - Cars Now property - 2124 West Broadway - owned by MRLSC Holdings, LLC. In order to properly construct the bus shelter, an acquisition of 155 square feet (0.0036 acres) is necessary for a permanent easement.

Parcel #11 – Certified Transmission property - 2112 West Broadway - owned by Peter Fink. In order to properly construct the bus shelter, an acquisition of 157 square feet (0.0036 acres) is necessary for permanent easement.

Parcel #13 - Tires Plus property - 2103 West Broadway - owned by JBICB 2103 Broadway IA, LLC. In order to properly construct the ADA ramps, sidewalks, and the traffic signal pole, an acquisition of 205 square feet (0.0047 acres) is necessary.

Parcel #15 - Veridian Credit Union property - 2040 West Broadway - owned by Verdian Credit Union. In order to properly construct the ADA ramps, sidewalks, and the traffic signal pole, an acquisition of 341 square feet (0.0078 acres) is necessary.

The size of the acquisitions are small with minimal impacts to the existing properties as shown on the attached exhibits.

The owners were first contacted in August of 2019 regarding the acquisitions. The owners and representatives of the City have had discussions regarding the scope of the acquisitions, but to date, the efforts have been unsuccessful. The property owners have not yet accepted the City’s proposed plan for the respective properties. In order to complete the acquisitions and avoid delays to the project, eminent domain proceedings are necessary.

Discussions will continue with the owners to work towards a resolution in advance of a condemnation hearing.

Recommendation
Approval of this resolution.

ATTACHMENTS:

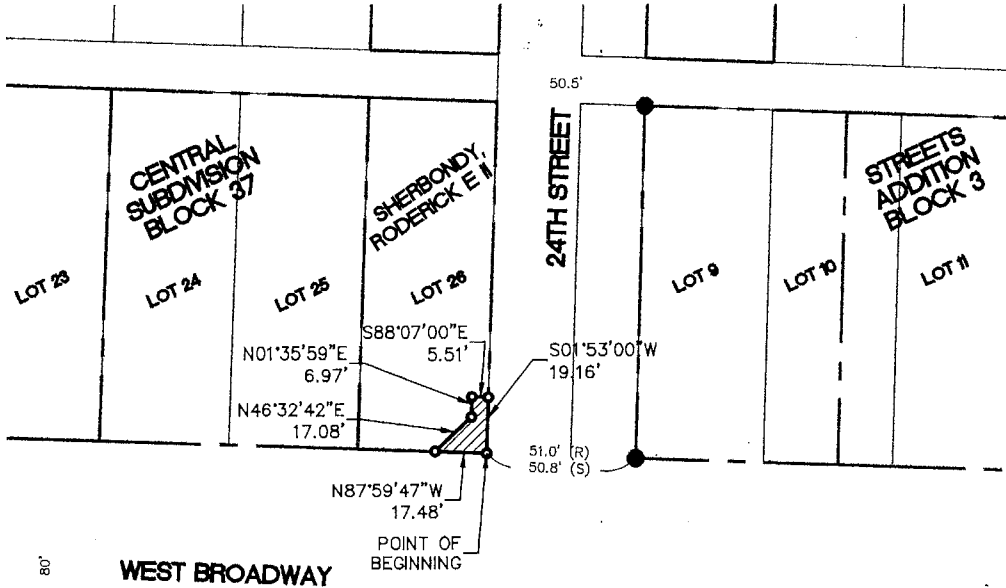
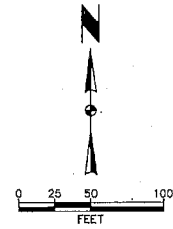
Description	Type	Upload Date
Map	Map	12/11/2019
Resolution 19-286	Resolution	12/11/2019

EXHIBIT "A" ACQUISITION PLAT

ACQUIRED FROM SHERBONDY, RODERICK E II

LEGEND

- SET 5/8"x18" REBAR
w/YELLOW PLASTIC CAP
MARKED "HGM ASSOC.
PLS 14415"
- (S) SURVEYED
- (R) RECORDED



LEGAL DESCRIPTION - LAND ACQUISITION

A PARCEL OF LAND BEING A PORTION OF LOT 26, BLOCK 37, CENTRAL SUBDIVISION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 26;

THENCE ON THE SOUTH LINE OF SAID LOT 26, NORTH 87 DEGREES 59 MINUTES 47 SECONDS WEST, 17.48 FEET;

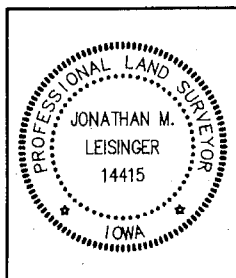
THENCE NORTH 46 DEGREES 32 MINUTES 42 SECONDS EAST, 17.08 FEET

THENCE NORTH 01 DEGREE 35 MINUTES 59 SECONDS EAST, 6.97 FEET;

THENCE SOUTH 88 DEGREES 07 MINUTES 00 SECONDS EAST, 5.51 FEET TO A POINT ON THE EAST LINE OF SAID LOT 26;

THENCE ON SAID EAST LINE, SOUTH 01 DEGREE 53 MINUTES 00 SECONDS WEST, 19.16 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 178 s.f. (0.0041 ACRE), MORE OR LESS.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jonathan M. Leisinger
 JONATHAN M. LEISINGER DATE JULY 30, 2019
 LICENSE NUMBER 14415

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

CONTRACT DATED _____

CONSIDERATION \$ _____

CENTRAL SUBDIVISION _____

SUBDIVISION _____

BLOCK(S) 37

LAND ACQUISITION 178 s.f.

TEMPORARY EASEMENT _____

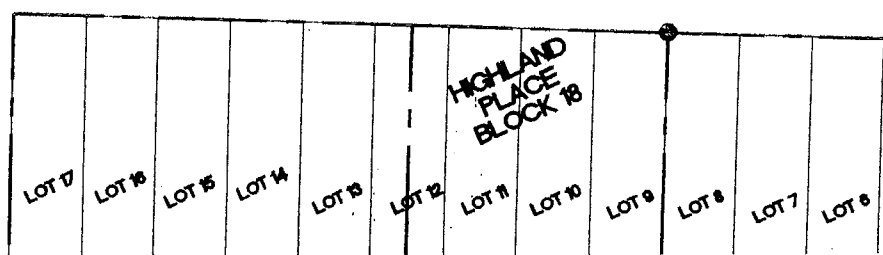
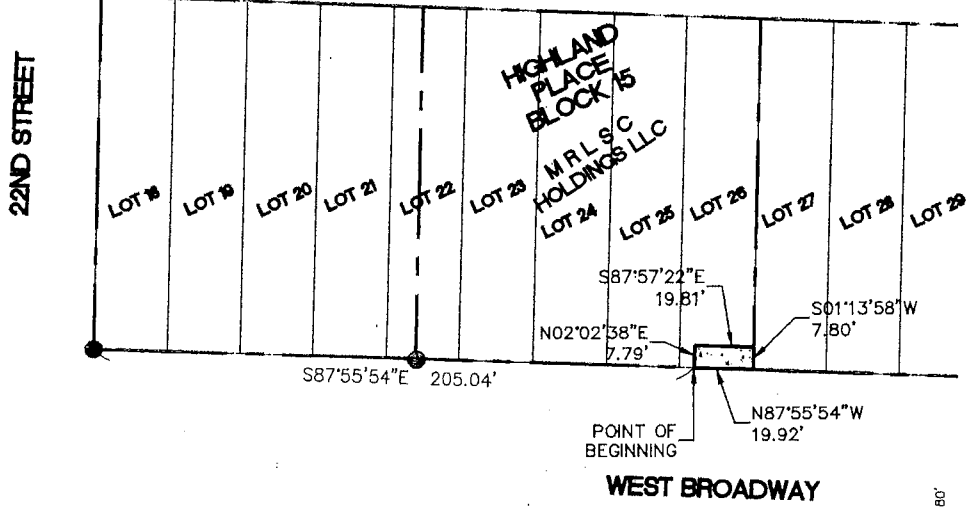
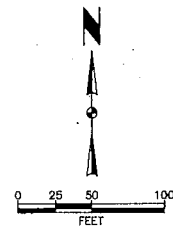
ACQUIRED BY _____

ACQUISITION PLAT

ACQUIRED FROM M R L S C HOLDINGS LLC

LEGEND

- SET 5/8"x18" REBAR
w/YELLOW PLASTIC CAP
MARKED "HGM ASSOC.
PLS 14415"
- (S) SURVEYED
- (R) RECORDED



LEGAL DESCRIPTION - PERMANENT EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOT 26, BLOCK 15, HIGHLAND PLACE, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15;

THENCE ON THE SOUTH LINE OF SAID BLOCK 15, SOUTH 87 DEGREES 55 MINUTES 54 SECONDS EAST, 205.04 FEET TO THE POINT OF BEGINNING;

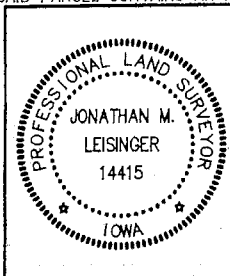
THENCE NORTH 02 DEGREES 02 MINUTES 38 SECONDS EAST, 7.79 FEET;

THENCE SOUTH 87 DEGREES 57 MINUTES 22 SECONDS EAST, 19.81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 26;

THENCE ON SAID EAST LINE, SOUTH 01 DEGREE 13 MINUTES 58 SECONDS WEST, 7.80 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26;

THENCE ON THE SOUTH LINE OF SAID LOT 26, NORTH 87 DEGREES 55 MINUTES 54 SECONDS WEST, 19.92 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 155 s.f. (0.0036 ACRE), MORE OR LESS.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jonathan M. Leisinger JULY 30, 2019
 JONATHAN M. LEISINGER DATE
 LICENSE NUMBER 14415
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020
 PAGES OR SHEETS COVERED BY THIS SEAL:
 SHEET 1 OF 1

POTTAWATTAMIE COUNTY

PROJECT NO. 151315C

DATE DRAWN 7-30-19 DRAWN BY JNS

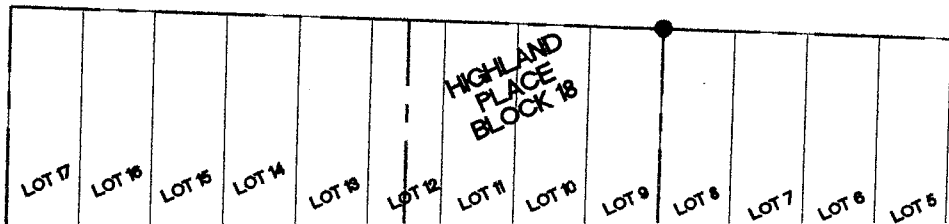
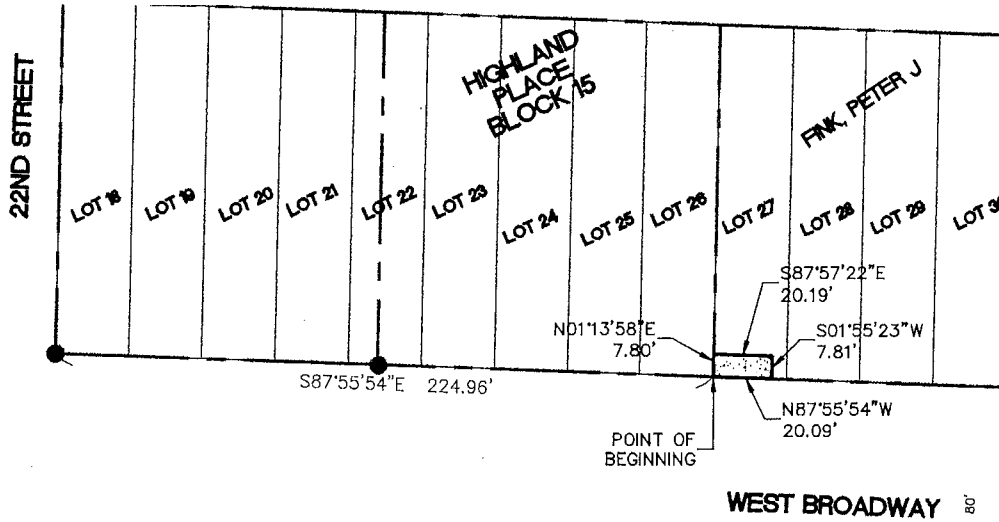
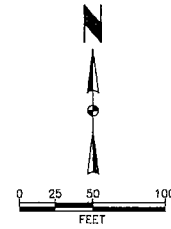
CONTRACT DATED _____
 CONSIDERATION \$ _____
 HIGHLAND PLACE _____ s.f. ACQUIRED BY _____
 PERMANENT EASEMENT 155 s.f.
 SUBDIVISION _____
 BLOCK(S) 15
 LAND ACQUISITION 0 s.f.
 LOT(S) 26

EXHIBIT "A" ACQUISITION PLAT

ACQUIRED FROM FINK, PETER J

LEGEND

- SET 5/8"x18" REBAR
w/YELLOW PLASTIC CAP
MARKED "HGM ASSOC.
PLS 14415"
- (S) SURVEYED
- (R) RECORDED



LEGAL DESCRIPTION - PERMANENT EASEMENT

A PARCEL OF LAND BEING A PORTION OF LOT 27, BLOCK 15, HIGHLAND PLACE, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15;

THENCE ON THE SOUTH LINE OF SAID BLOCK 15, SOUTH 87 DEGREES 55 MINUTES 54 SECONDS EAST, 224.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 27, SAID POINT ALSO BEING THE POINT OF BEGINNING;

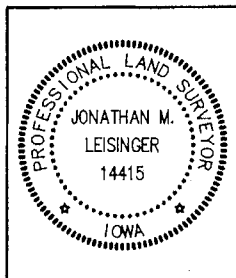
THENCE ON THE WEST LINE OF SAID LOT 27, NORTH 01 DEGREE 13 MINUTES 58 SECONDS EAST, 7.80 FEET;

THENCE SOUTH 87 DEGREES 57 MINUTES 22 SECONDS EAST, 20.19 FEET;

THENCE SOUTH 01 DEGREE 55 MINUTES 23 SECONDS WEST, 7.81' FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 27;

THENCE ON SAID SOUTH LINE, NORTH 87 DEGREES 55 MINUTES 54 SECONDS WEST, 20.09 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 157 s.f. (0.0036 ACRE), MORE OR LESS.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jonathan M. Leisinger
 JONATHAN M. LEISINGER DATE JULY 30, 2019
 LICENSE NUMBER 14415

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

POTTAWATTAMIE COUNTY

PROJECT NO. 151315C

DATE DRAWN 7-30-19 DRAWN BY JNS

CONTRACT DATED _____
 CONSIDERATION \$ _____
 ACQUIRED BY _____
 157 s.f.
 HIGHLAND PLACE
 PERMANENT EASEMENT
 SUBDIVISION _____
 15
 BLOCK(S) _____
 27
 LAND ACQUISITION _____
 0 s.f.

EXHIBIT "A" ACQUISITION PLAT

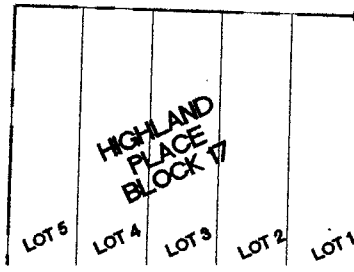
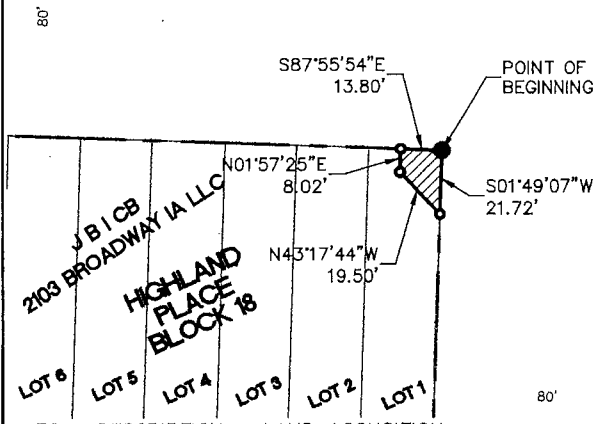
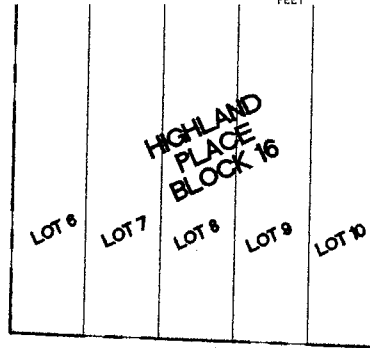
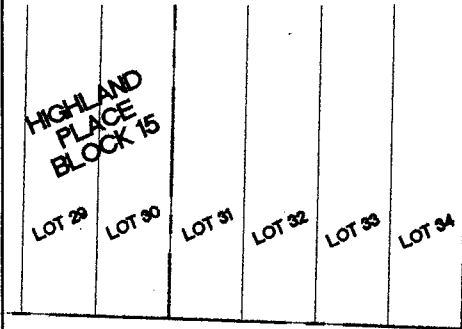
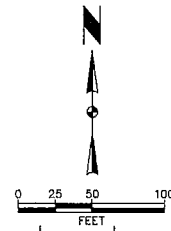
ACQUIRED FROM: J B I CB 2103 BROADWAY IA LLC

LEGEND

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w/YELLOW PLASTIC CAP
MARKED "HGM ASSOC.
PLS 14415"

(S) SURVEYED

(R) RECORDED

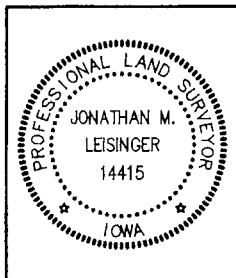


LEGAL DESCRIPTION - LAND ACQUISITION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 18, HIGHLAND PLACE, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1;
 THENCE ON THE EAST LINE OF SAID LOT 1, SOUTH 01 DEGREE 49 MINUTES 07 SECONDS WEST, 21.72 FEET;
 THENCE NORTH 43 DEGREES 17 MINUTES 44 SECONDS WEST, 19.50 FEET;
 THENCE NORTH 01 DEGREE 57 MINUTES 25 SECONDS EAST, 8.02 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1;
 THENCE ON SAID NORTH LINE, SOUTH 87 DEGREES 55 MINUTES 54 SECONDS EAST, 13.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 205 s.f. (0.0047 ACRE), MORE OR LESS.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jonathan M. Leisinger
 JONATHAN M. LEISINGER DATE JULY 30, 2019
 LICENSE NUMBER 14415

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020.

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

CONTRACT DATED _____
 CONSIDERATION \$ _____
 HIGHLAND PLACE _____ s.f. ACQUIRED BY _____
 TEMPORARY EASEMENT _____ s.f.
 SUBDIVISION _____
 BLOCK(S) 18
 LAND ACQUISITION 205 s.f.
 LOT(S) 1

EXHIBIT "A" ACQUISITION PLAT

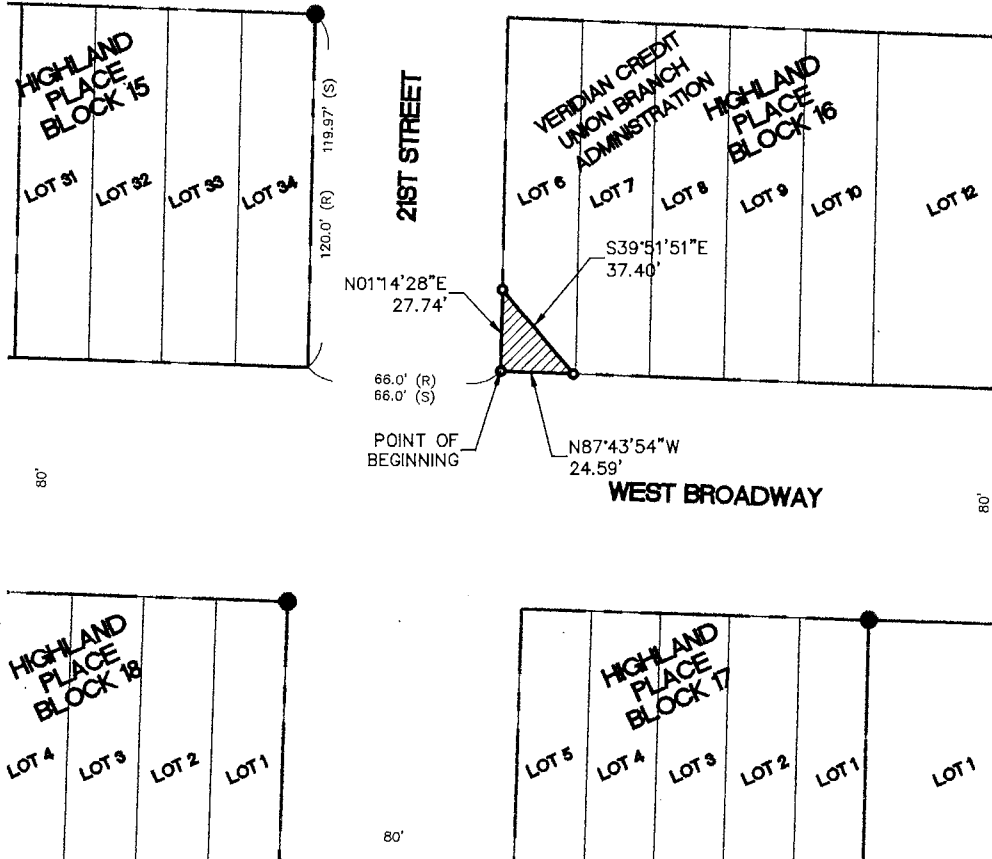
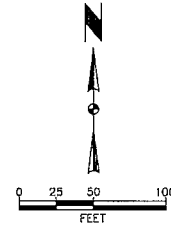
ACQUIRED FROM VERIDIAN CREDIT UNION BRANCH ADMINISTRATION

LEGEND

● SET 5/8"x18" REBAR
w/YELLOW PLASTIC CAP
MARKED "HGM ASSOC.
PLS 14415"

(S) SURVEYED

(R) RECORDED

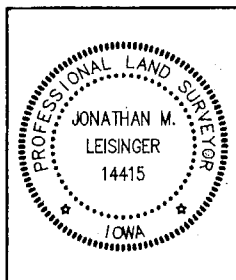


LEGAL DESCRIPTION - LAND ACQUISITION

A PARCEL OF LAND BEING A PORTION OF LOT 6, BLOCK 16, HIGHLAND PLACE, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6;
THENCE ON THE WEST LINE OF SAID LOT 6, NORTH 01 DEGREE 14 MINUTES 28 SECONDS EAST, 27.74 FEET;
THENCE SOUTH 39 DEGREES 51 MINUTES 51 SECONDS EAST, 37.40 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6;
THENCE ON SAID SOUTH LINE, NORTH 87 DEGREES 43 MINUTES 54 SECONDS WEST, 24.59 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 341 s.f. (0.0078 ACRE), MORE OR LESS.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Jonathan M. Leisinger
JONATHAN M. LEISINGER DATE JULY 30, 2019
LICENSE NUMBER 14415

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2020

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1 OF 1

CONTRACT DATED _____

CONSIDERATION \$ _____

ACQUIRED BY _____

HIGHLAND PLACE _____

TEMPORARY EASEMENT _____

SUBDIVISION _____

_____ s.f.

BLOCK(S) 16

341 s.f.

LOT(S) 6

LAND ACQUISITION _____

**RESOLUTION
NO 19-286**

**RESOLUTION DECLARING THE CITY'S INTENT TO ACQUIRE
CERTAIN PROPERTIES LOCATED ALONG WEST BROADWAY,
AND GENERALLY IDENTIFIED HEREIN,
BY THE USE OF EMINENT DOMAIN IN CONNECTION WITH
WEST BROADWAY RECONSTRUCTION, SEGMENT 4
PROJECT #PW20-20**

WHEREAS, it is in the best interest of the public for the City to acquire certain properties for the West Broadway Reconstruction, Segment 4; and

WHEREAS, these properties are listed below:

Parcel #1 Address: 2400 West Broadway
Owner: Roderick Sherbondy
Land Acquisition: 178 Square Feet (0.0041 Acre)

Parcel #4 Address: 2323 West Broadway
Owner: Hy-Vee Incorporated
Land Acquisition: 68 Square Feet (0.0016 Acre)

Parcel #10 Address: 2124 West Broadway
Owner: MRLSC Holdings, LLC (dba Cars Now)
Land Acquisition: 155 Square Feet (0.0036 Acre)

Parcel #11 Address: 2112 West Broadway
Owner: Certified Transmission
Land Acquisition: 155 Square Feet (0.0036 Acre)

Parcel #13 Address: 2103 West Broadway
Owner: JBICB 2103 Broadway IA, LLC (dba Tires Plus)
Land Acquisition: 205 Square Feet (0.0047 Acre)

Parcel #15 Address: 2040 West Broadway
Owner: Veridian Credit Union
Land Acquisition: 341 Square Feet (0.0078 Acre)

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

That the use of eminent domain is hereby approved for the acquisition of said properties

hereinabove described for the West Broadway Reconstruction, Segment 4 project.

ADOPTED
AND
APPROVED

December 16, 2019

Matthew J. Walsh, Mayor

ATTEST:

Jodi Quakenbush, City Clerk

Council Communication

Department: Legal
Case/Project No.: Richard Wade
Submitted by: Richard Wade

Resolution 19-287
ITEM 6.H.

Council Action: 12/16/2019

Description
A Resolution authorizing the City of Council Bluffs legal Department to settle the pending lawsuit with R.I.C. 24 LTD and Realty Income Corporation (Case Number CVCV118176) pursuant to the authority granted at the City Council's Executive Session on November 18, 2019.

Background/Discussion
There a pending lawsuit against the City that has been previously discussed with City Council. A proposed settlement amount has been reached between the parties within the parameters set by City Council and the City Legal Departments believes it's in the best interest to settle this case rather than litigate.

Recommendation
It is recommended that the City settle this case.

ATTACHMENTS:

Description	Type	Upload Date
Resolution 19-287	Resolution	12/11/2019

RESOLUTION NO. 19-287

A RESOLUTION AUTHORIZING THE CITY OF COUNCIL BLUFFS LEGAL DEPARTMENT TO SETTLE THE PENDING LAWSUIT WITH R.I.C. 24 LTD AND REALTY INCOME CORPORATION (CASE NUMBER CVCV118176) PURSUANT TO THE AUTHORITY GRANTED AT THE CITY COUNCIL'S EXECUTIVE SESSION ON NOVEMBER 18, 2019.

WHEREAS, the City's Legal Department has been in negotiations to settle this pending lawsuit against the City of Council Bluffs; and

WHEREAS, direction and parameters were provided to the City's Legal Department at the City Council's Executive Session held on November 18, 2019; and

WHEREAS, the City's Legal Department and counsel for R.I.C. 24 Ltd. and Realty Income Corporation have come to a settlement agreement within the parameters discussed during said Executive Session; and

WHEREAS, it is in the best interest of the City of Council Bluffs to settle this lawsuit.

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

That the City's Legal Department is hereby authorized to settle the pending lawsuit with R.I.C. 24 Ltd. and Realty Income Corporation, Case Number CVCV118176.

ADOPTED
AND
APPROVED

December 16, 2019.

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKEBUSH

City Clerk

Council Communication

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

Resolution 19-288
ITEM 6.I.

Council Action: 12/16/2019

Description
Resolution to approve and adopt the 2019 Flood Prone Property Buyout Program Policy for the City of Council Bluffs

Background/Discussion
The Pottawattamie County Emergency Management has been working on this policy and has asked the City to move forward with this Resolution.

Recommendation
Approval of this Resolution

ATTACHMENTS:

Description	Type	Upload Date
Agreement	Agreement	12/9/2019
Resolution 19-288	Resolution	12/11/2019

City of Council Bluffs, Iowa 2019 Flood Prone Property Buyout Program



Purpose

The purpose of this program is to link the City of Council Bluffs, Iowa implementation activities to the identified Mitigation Actions within the Pottawattamie County Multi-Jurisdictional Hazard Mitigation Plan. Specifically, the 2019 Flood Prone Property Buyout Program shall provide local guidance on Mitigation Goal 2, Strategy 2.8 of the Pottawattamie County Multi-Jurisdictional Hazard Mitigation Plan:

“Consider ongoing floodplain property buyouts and infrastructure relocation/flood proofing projects to limit exposure to known flood hazard areas.”

This program shall give the City the ability to buy property subjected to repetitive flood loss in order to improve natural floodplain function, to increase stormwater conveyance and management, to minimize health and safety risk to residents in identified threat areas, enhance access to levees for maintenance and emergencies, and/or to support a more resilient Council Bluffs.

Eligibility of Buyout Properties

In order for the property to be considered for buyout by the City, the property shall meet one or more of the following criteria:

- The property owner has voluntarily requested that City purchase the property by completing a Voluntary Transaction Form and Right of Entry/Hold Harmless Form.
- All property types (residential, commercial and industrial) may be considered.
- The property must be located east of River Park Apartment between S 38th Street and I-29; or west of N 40th Street, north of Avenue B.
- No known environmental hazards on the property or within the building.
- Properties within other areas of the city where substantial flood related damages were experienced may also be considered at the discretion of the City.

Buyout Determination and Prioritization

It is anticipated that the City will conduct an informational meeting for interested property owners. The meeting will be advertised through all available media outlets, city and emergency management websites and social media platforms. The informational meeting will be provided for convenience and attendance is not required for a property owner to submit the required forms to be considered for a buyout.

Following submittal of the required forms from property owners, the City shall confirm buyout eligibility and develop a prioritized list of acquisition candidates. The prioritized list of acquisition candidates shall be submitted and approved by the City Council at a regular scheduled board meeting or called special meeting.

It is anticipated that there will be greater property owner interest than available funding, therefore, the City shall prioritize buyouts according to the following criteria (higher priority to lower):

- Residential properties experiencing substantial damages from the 2019 flood disaster.
- Properties within a 500 foot buffer area of a levee that inhibits maintenance and emergency access to the levees as determined by the City.
- Properties located in a floodway or flood hazard area that have experienced repetitive losses or are considered at increased risk of substantial damages due to flooding.

In addition to the criteria above, the City may use other factors in considering which properties may be purchased by the City. The existence of environmental issues on the property, the desire to limit patchwork acquisitions, significant acquisition/demolition costs of an individual property, funding from other agencies or property owner contributions, and/or complicated real estate acquisitions could all be additional factors considered by the City in determining which properties may be purchased.

The City of Council Bluffs, Iowa shall at all times reserve the right of final decision on the potential buyout of any property. Being placed on the prioritized list and final application is not a guarantee that a property will be purchased by the City.

Acquisition Process (subject to adjustment, as required)

- Develop a final list of acquisition candidates based on the identified priorities and other factors.
- Conduct property appraisals, benefit cost analyses, and environmental/historic preservation reviews.
- Complete and submit property acquisition grant funding application(s).
- Develop purchase agreements for selected properties. All purchase agreements shall be considered and approved by the City Council prior to its execution.
- Following execution of a purchase agreement, the City will coordinate with the property owner to facilitate a closing at a time that is mutually agreeable.

Program Notes

- Any flood acquisition program requirements implemented by the Federal Emergency Management Agency or any other organization providing funding for program implementation shall be followed.
- If a property owner who is made an acquisition offer decides that they are not interested in selling the property during this program period, that determination will lower their prioritization for consideration of a buyout during a subsequent program, if any.

The City shall at all times reserve the right to modify, amend, discontinue and/or cancel the program at any time. Adoption of this program shall in no way create any obligation of the City to purchase any property.

RESOLUTION NO. 19-288

RESOLUTION TO APPROVE AND ADOPT THE 2019 FLOOD PRONE PROPERTY BUYOUT PROGRAM POLICY FOR THE CITY OF COUNCIL BLUFFS, IOWA.

WHEREAS, throughout the year of 2019 a number of property owners within the city limits of Council Bluffs, Iowa have been negatively impacted by floodwaters; and

WHEREAS, many of these properties owners our finding these negative impacts to be reoccurring in nature to the point where the rehabilitation of their properties seems futile; and

WHEREAS, it is anticipated that monies will be made available from both the federal and state government to assist with the acquisition and demolition of these properties; and

WHEREAS, to be ready to take full advantage of whatever funding is made available in the most efficient manner the City of Council Bluffs has been working with the Pottawattamie County Emergency Management Agency to develop the 2019 Flood Prone Property Buyout Program Policy for the City of Council Bluffs which is attached hereto and by this reference to be incorporated into this resolution; and

WHEREAS, it is the opinion of this city council that it would be in the best interest of the City of Council Bluffs, Iowa to approve and adopt this policy.

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

That the 2019 Flood Prone Property Buyout Program Policy is hereby approved and adopted by the council for the City of Council Bluffs, Iowa.

ADOPTED
AND
APPROVED

December 16, 2019

MATTHEW J. WALSH

Mayor

Attest:

JODI QUAKENBUSH

City Clerk

Council Communication

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

Liquor Licenses
ITEM 7.A.

Council Action: 12/16/2019

Description

1. Andrews Lounge, 1210 N 25th Street
2. Hy-Vee C-Store #1, 21 S 25th Street
3. Kwik Shop #527, 3632 Avenue G
4. Speedy Gas N Shop, 430 S 35th Street, Ste 1 (Two Applications)
5. Target Store T-2454, 3804 Metro Drive
6. Woods Sporting Goods, 531 Veterans Memorial Hwy

Background/Discussion

Andrew’s Lounge had the listed calls for service this licensing period.

02-10-19—at 2:15 am, officers were dispatched to the parking lot of Andrew’s lounge for a large disturbance in the parking lot. The men causing the disturbance were gone upon the officer’s arrival, but were stopped a short time later and ultimately arrested for reckless driving and harassment.

03-11-19--at 7:50 pm, officers were dispatched to Andrew’s Lounge for an intoxicated man. He was arrested for public intoxication and an outstanding warrant.

06-09-19—at 1:54 am, officers were dispatched to Andrew’s Lounge parking lot for a report of a man threatening to shoot someone. No gun was seen and the man left prior to the arrival of the police.

08-31-19—at 7:05 pm, officers were dispatched to Andrew’s Lounge for an assault that had occurred in the parking lot. The suspect left the area prior the arrival of the police and the victim did not wish to pursue charges.

09-22-19—at 2:26 am, officers were dispatched to Andrew’s Lounge parking lot for a disturbance. Everyone had left prior to the arrival of the police.

10-17-19—at 9:45 pm, officers were dispatched to Andrew’s lounge for an intoxicated man inside the bar, who had thrown a table at a window. The man left prior to the arrival of the police.

None of the other businesses had any alcohol related calls or incidents.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Liquor License Applications 12.16.19	Other	12/9/2019



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Applicant LC0007974, Andrews Lounge, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Corporation Name/Sole Proprietor Name/Partnership Name(s): Andrews Lounge, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Andrews Lounge

Address of Premise: 1210 N. 25th Street

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501-0000

Business Phone: (712) 328-2229

Cell / Home Phone: (712) 325-1071

Same Address

Mailing Address: 19402 Monument Rd

Mailing Address Line 2: _____

City: Council Bluffs

State: Iowa

Zip: 51503000

Contact Name: James

Phone: (712) 325-1071

Email Address: lucas@dinklagecpa.com

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Applicant LE_V_89962, Hy-Vee C-Store #1, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): Hy-Vee, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Hy-Vee C-Store #1

Address of Premise: 21 South 25th St.

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 328-9792

Cell / Home Phone:

Same Address

Mailing Address: 5820 WESTOWN PKWY

Mailing Address Line 2:

City: WEST DES MOINES

State: Iowa

Zip: 50266

Contact Name: Kelly Palmer

Phone: (515) 267-2949

Email Address: kpalmer@Hy-vee.com

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Applicant LE0002073, Kwik Shop #527, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): Kwik Shop, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Kwik Shop #527

Address of Premise: 3632 Avenue G

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 323-1208

Cell / Home Phone: (402) 575-0930

Same Address

Mailing Address: 302 W. Third Street, Suite 300

Mailing Address Line 2:

City: Cincinnati

State: Ohio

Zip: 45202

Contact Name: Nick Unkovic

Phone: (513) 562-5738

Email Address: elegaldept@eg-america.com

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Applicant BC0030118, Speedy Gas N Shop, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): Jerusalem Petroleum, LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Speedy Gas N Shop

Address of Premise: 430 South 35th Street, Suite 1

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 256-3473

Cell / Home Phone: (402) 917-6675

Same Address

Mailing Address: 430 South 35th Street, Suite 1

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Abalhadi Alfarra

Phone: (402) 917-6675

Email Address: sfaf2009@yahoo.com

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Applicant LE0002317, Speedy Gas N Shop, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): Jerusalem Petroleum, LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Speedy Gas N Shop

Address of Premise: 430 South 35th Street

Address Line 2: Suite 1

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 256-3473

Cell / Home Phone: (402) 917-6675

Same Address

Mailing Address: 430 South 35th Street

Mailing Address Line 2: Suite 1

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Abalhadi (Albert) Alfarra

Phone: (402) 917-6675

Email Address: sfaf2009@yahoo.com

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Applicant LE0001285, Target Store T-2454, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): Target Corporation (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Target Store T-2454

Address of Premise: 3804 Metro Dr

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51503

Business Phone: (712) 309-3380

Cell / Home Phone: (612) 761-5541

Same Address

Mailing Address: 33 South 6th Street, CC-1128

Mailing Address Line 2:

City: Minneapolis

State: Minnesota

Zip: 55402

Contact Name: Carole Helmin

Phone: (612) 761-1015

Email Address: liquor.licensing@target.com

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Applicant BC0028979, Woods Sporting Goods, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s): Modlin Sports Inc (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Woods Sporting Goods

Address of Premise: 531 Veterans Memorial Highway

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 366-0444

Cell / Home Phone: (401) 660-1463

Same Address

Mailing Address: 531 Veterans Memorial Highway

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Vickie Modlin

Phone: (402) 660-1463

Email Address: vickiemodlin@gmail.com

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