

CITY COUNCIL STUDY SESSION

**CITY HALL
CITY COUNCIL CHAMBERS
SECOND FLOOR
209 PEARL STREET
COUNCIL BLUFFS IOWA 51503**

**MONDAY, JULY 11, 2016
3:45 P.M.**

AGENDA

- A. Finance Re-Organization
- B. City Personnel Policy Revisions
- C. Review Agenda

EXECUTIVE SESSION

- A. Work Comp Mediation

COUNCIL AGENDA, CITY OF COUNCIL BLUFFS, IOWA
REGULAR MEETING, JULY 11, 2016, 7:00 PM
COUNCIL CHAMBERS, 2ND FLOOR, CITY HALL
209 PEARL STREET

AGENDA

- 1. PLEDGE OF ALLEGIANCE**
- 2. CALL TO ORDER**
- 3. CONSENT AGENDA**
 - A. Reading, correction and approval of the June 27, 2016 City Council meeting minutes
 - B. Approval of agenda and tape recording of this proceeding to be incorporated into the official minutes
 - C. Resolution 16-169, intent to dispose of City property legally described as Lots 9 and 10, Block 16, Wright's Addition, setting a Public Hearing for July 25, 2016, 7:00 p.m.
 - D. Resolution 16-170, intent to release a perpetual and permanent easement located across the vacated east/west alley abutting Lots 79-83 and 102-106, Belmont Addition, setting a Public Hearing for July 25, 2016, 7:00 p.m.
 - E. Resolution 16-171, setting a Public Hearing on the Plans, Specifications Form of Contract and Cost Estimate for the Walnut Grove Elementary School Demolition and Restoration Project located at 2920 Avenue J
 - F. Mayor's Appointments
 - G. Notices of Claim (1)
 - H. Notices to Taxing Districts (4)
- 4. POSTPONED ITEM FROM 6/13/2016**
 - A. Resolution 16-147 (revised & postponed from 6/13/2016), 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. 4 to the Playland Park Urban Renewal Plan

DISCLAIMER:

If you plan on attending this meeting and require assistance please notify the City Clerk's Office three days prior to the meeting at (712) 328-4616

5. PUBLIC HEARINGS

- A. Resolution 16-172, approving and authorizing the execution of a Development Agreement by and between the City of Council Bluffs and Pottawattamie County Development Corporation
- B. Resolution 16-173, approving and authorizing the execution of a Development Agreement by and between the City of Council Bluffs and River's Edge One, L.L.C.
- C. Resolution 16-174, making final determination on potential transfer of interests in real property to River's Edge Parking, LLC and taking an additional action approving and authorizing execution of the Parking Facility Lease Purchase Agreement in the amount of not to exceed \$17,000,000 for the lease purchase acquisition of the River's Edge Parking Facility
- D. Resolution 16-175, to vacate and to dispose of that portion of the north/south r-o-w abutting Lot 14, Block 3, Rohrer's Park Second Addition and part of Lots 6 and 7, Ross Place
- E. Resolution 16-176, to vacate and dispose of that portion of North 13th Street lying north of the north line of Avenue K
- F. Resolution 16-177, authorizing disposal of City property legally described as Lot 7, Block 8, Bayliss and Palmer's Addition
- G. Resolution 16-178, authorizing disposal of City property legally described as the east 1/2 and the west 1/2 of the west 48 feet of Lot 4, Block 17, Beer's Addition

6. RESOLUTIONS

- A. Resolution 16-167 (postponed from 6/27/2016), making changes to the positions assigned to the Finance Department
- B. Resolution 16-179, authorizing a joint application to the Iowa Economic Development Authority (IEDA) by the City of Council Bluffs and New Community Development Corporation (DBA NeighborWorks Home Solutions) for Workforce Housing Tax Incentive Program (WHTIP) benefits
- C. Resolution 16-180, authorizing a joint application to the Iowa Economic Development Authority (IEDA) by the City of Council Bluffs and the Pottawattamie County Development Corporation (PCDC) for Workforce Housing Task Incentive Program (WHTIP) benefits
- D. Resolution 16-181, authorizing the Mayor to execute an agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation
- E. Resolution 16-182, authorizing the Mayor to execute an agreement with Project Advocates for owner's representative and related services during the design, development, bidding, construction and commission phases of a new Police Headquarters Building
- F. Resolution 16-183, authorizing the Mayor to execute an agreement with the Council Bluffs School District for Vehicle and Equipment Maintenance

- G. Resolution 16-184, approving additions to and revisions of the City's current Personnel Policy Manual
- H. Resolution 16-185, authorizing the City Clerk to certify the Weed Assessments to the Pottawattamie County Treasurer
- I. Resolution 16-186, authorizing the City Clerk to certify the Solid Waste/Nuisance Assessments to the Pottawattamie County Treasurer
- J. Resolution 16-187, authorizing the Mayor to approve the Funding Agreement between the City of Council Bluffs and the Council Bluffs Convention and Visitor's Bureau
- K. Resolution 16-188, authorizing the placement of the Public Safety Display on City owned property located directly south of West Broadway between Pearl Street and Main Street

7. APPLICATIONS FOR PERMITS AND CANCELLATIONS

- A. New Beer/Liquor/Wine and Outdoor Permit Application:
 - 1. Dollar General Store #1574, 2731 East Kaneshville Boulevard
- B. Renewal of Beer/Liquor/Wine and Outdoor Permit Applications:
 - 1. Bucky's, 1759 Madison Avenue
 - 2. Bucky's, 3434 Nebraska Avenue
 - 3. Bucky's, 3501 West Broadway
 - 4. Bucky's, 2713 South 24th Street
 - 5. Hooters, 2910 23rd Avenue
 - 6. Hy-Vee Drugstore, 757 West Broadway
 - 7. Mid America Center, 1 Arena Way
 - 8. Quaker Steak and Lube, 3320 Mid America Drive
 - 9. Super Quik Stop, 2800 Twin City Drive
- C. 2016-2017 Cigarette Permit Applications: (8)

8. CITIZENS REQUEST TO BE HEARD

- A. Rental Fee Waiver Request - Colonial Plaza

9. OTHER BUSINESS

10. ADJOURNMENT

CALL TO ORDER

A regular meeting of the Council Bluffs City Council was called to order by Mayor, Matthew J. Walsh on Monday, June 27, 2016 at 7:00 p.m.

ATTENDANCE

Council Members present: Melissa Head, Al Ringgenberg, Roger Sandau, Nate Watson and Sharon White. Staff present: Richard Wade and Marcia Worden.

CONSENT AGENDA

White and Watson moved and seconded approval of the consent agenda, 3A. Agenda and tape recording of this proceeding to be incorporated into the official minute; 3B. Reading, correction and approval of the June 13, 2016 meeting minutes; 3C. Resolution 16-153, setting a Public Hearing date of July 11, 2016, 7:00 p.m., on the proposal to enter into a development agreement with River's Edge One, LLC; 3D. Resolution 16-154, fixing a Public Hearing date of July 11, 2016, 7:00 p.m., on the proposal to enter into a Development Agreement with Pottawattamie County Development Corporation; 3E. Resolution 16-155, intent to dispose of City property legally described as the east ½ and the west ½ of the west 48 feet of Lot 4, Block 17, Beer's Addition and setting a Public Hearing for July 11, 2016, 7:00 p.m.; 3F. Resolution 16-156, intent to dispose of City property legally described as Lot 7, Block 8, Bayliss and Palmer's Addition, setting a Public Hearing for July 11, 2016, 7 p.m.; 3G. Resolution 16-157, intent to vacate that portion of North 13th Street lying north of the north line of Avenue K and setting a Public Hearing for July 11, 2016, 7:00 p.m.; 3H. Resolution 16-158, intent to vacate that portion of the north/south right-of-way abutting Lot 14, Block 3, Rohrer's Park Second Addition, setting a Public Hearing for July 11, 2016, 7:00 p.m.; 3I. Resolution 16-159, accepting the work of Compass Utility, LLC, as complete and authorizing the Finance Department to release the retainage fee if no claims are filed in regards to the Council Bluffs Athletic Complex Sewer Manhole Relocation Project (FY16-24); 3J. Resolution 16-168, accepting the work of Rife Construction as complete and authorizing the Finance Department to release the retainage fee if no claims are filed in connection with the Central Fire Station Window Project; 3K. Financial Operating Statement (May 2016); 3L. List of Bills (May 2016); 3M. Revenue and Expense Report (May 2016); 3N. Council Bluffs Water Works "2015 Annual Report"; 3O. Mayor's Appointments; 3P. Notices of Claim (2). Unanimous, 5-0 vote.

Sandau and Watson moved and seconded, formally requesting the Water Works Board of Trustees to review their purchasing policies of supplies and professional services; and that they seriously consider the implementation of policies consistent with the language contained in Chapter 1.32 Municipal Code. Unanimous, 5-0 vote.

PUBLIC HEARING
Resolution 16-160

Held Public Hearing, approving the Plans, Specifications, Form of Contract and Cost Estimate for the CBAC Avenue J Reconstruction Project (PW17-21). Heard from Brad Williamson, 1620 Avenue J, owner of Pac Tech, against the project; Judy Davis, 236 Zenith Drive, in favor, Don Varns, 1604 Avenue J, owner of Varn's Body Shop, speaking against, and heard the following favor in of the project; Martha Bruckner, 300 West Broadway, Superintendent of Council Bluffs Schools, also requesting City Council's support of the project; Jeff Novotny, 109 Arbor Circle, Bill Grove 6 Grenville Court, Barry Cleveland, 1435 McPherson Avenue, Vern Welch, 17964 Bent Tree Ridge, Pete Tulipana, 125 Traders Point Circle, Iowa West Foundation CEO, Anna Ritter, 1311 7th Avenue, T.J. Junior, Anna Larson, Jerri Larson, 21 Walter Neuman Circle, Bruce Kelly, 864 McKenzie Avenue and Mark Eckman, 103 South 38th Street. Head and White moved and seconded approval, Head mentioned the two business accesses will need to be addressed prior to final plans are approved; and holding the City harmless Ringgenberg added. Sandau shared he played on the RAMS and A.L.H.S. football teams; and ran his campaign on supporting youth and local businesses. I'd like to see the item postponed or continued for two weeks so the property issues could be settled Sandau indicated. Mayor Walsh mentioned the City shouldn't be involved; the issue is between the school district and the property owners. Watson mentioned collaboration is a two way street, where both sides benefit. We need to be consistent with all projects; I will not support the item tonight but encourage continued collaboration. Head and White moved to amend the original motion, noting the project won't move forward; and plans and specifications will not be drawn up until access issues are addressed. Ringgenberg added the businesses need a comfort level because the access will change. Ringgenberg also noted appreciation of Council Member Sandaus' concern on the issue adding we'd both like a chance to meet with you. Ringgenberg shared his concern with the budget increase on the project since April; and with the proposed use of local option sales tax. The State gave notice the City would receive considerably less sales tax this year than anticipated; our sales tax

revenues are subject to change. Sandau added he toured the Council Bluffs Stadium; it's great for the City. Voice Vote: 4 Ayes: 1 Nay (Watson).

Resolution 16-161 Held Public Hearing, approving the Plans, Specifications, Form of Contract and Cost Estimate for the Levee Certification, Geotechnical MR_7 Project (PW16-06B). Sandau and Head moved and seconded approval. Unanimous, 5-0 vote.

Resolution 15-162 Held Public Hearing, authorizing disposal of excess City property vacated by Ordinance Number 4617, dated August 27, 1984. Ringgenberg and Head moved and seconded approval. Unanimous, 5-0 vote.

Resolution 16-163 Held Public Hearing, granting final plat approval of a 5-lot commercial subdivision to be known as The Marketplace, Replat 2, being a Replat of part of Lot 3, and all of Lot 4, The Marketplace and Lots 1 and 2, the Marketplace, Replat 1. Head and Sandau moved and seconded approval. Roll Call Vote: 4 Ayes; 1 Abstention (White). Council Member White requested a Roll Call vote due to the fact her husband is employed by the engineering firm working on the project.

RESOLUTIONS

Resolution 16-143 (revised – postponed from 6/13/2016))

White and Head moved and seconded approval, authorizing the Mayor to enter into a three-year contract between the City Public Health Department and the I-DNR for the purpose of collection of air sampler data in Council Bluffs. Unanimous, 5-0 vote. Sandau mentioned the contract was reduced from a 6-year to a 3-year contract, and is more reasonable for the City.

Resolution 16-164 Ringgenberg and Sandau moved and seconded approval, authorizing the Mayor and City Clerk to execute an agreement with Compass Utility LLC for the Harmony Street Rehab. Project (PW16-20). Unanimous, 5-0 vote.

Resolution 16-165 Sandau and White moved and seconded approval, authorizing the Mayor and City Clerk to execute an agreement with Compass Utility LLC for the East Manawa Sewer Rehab. Project, Phase V (PW17-09). Unanimous, 5-0 vote.

Resolution 16-166 White and Head moved and seconded to postpone action until July 25, 2016, 7:00 p.m., in order for the Planning Commission to approve the CIP prior to City Council approval, approving the Capital Improvement Program (CIP) for fiscal years 2016-2017 through 2020-2021. Unanimous, 5-0 vote.

Resolution 16-167 Head and Sandau moved and seconded to postpone action until July 11, 2016, 7:00 p.m., making changes to the positions assigned to the Finance Department. Head mentioned she hoped other arrangements could be made so the employees could retain their positions. Watson concurred with Head's comments. Unanimous, 5-0 vote.

APPLICATIONS/PERMITS & CANCELLATIONS

White and Head moved and seconded approval of the New Beer/Liquor/Wine & Outdoor Permit Application for Item 6A1. 1. StreetSide, 319 North 16th Street; Items 6B (1-3). Renewal of Beer/Liquor/Wine and Outdoor Permit Applications: 1. Barley's, 114 West Broadway, 2. Eagles Club, 1530 Avenue F, 3. Red Lobster, 3040 Dial Drive; Item 6C. 2016-2017 Cigarette Permits (26); and 6D. Special Event Permit Application (1). Unanimous, 5-0 vote.

Heard from Bruce Kelly, 864 McKenzie Avenue, who requested a bike trail from Fareway Food Stores to Simms Avenue on Highway 6; Joel Driver, 505 South 6th Street, who wished everyone a safe 4th of July.

ADJOURNMENT

Mayor Walsh wished all a safe and healthy holiday. It's a dangerous time of year, be careful; and Walsh adjourned the meeting at 8:37 p.m. Unanimous.

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:

Marcia L. Worden, City Clerk

Council Communication

| | | |
|---|---|---|
| <p>Department: Community Development</p> <p>Case #OTB-16-010</p> <p>Applicant: New Community Development Corp. d/b/a/ NeighborWorks Home Solutions 222 South 6th Street Council Bluffs, IA 51501</p> | <p>Resolution of Intent No. 16-169</p> <p>Resolution to Dispose No. _____</p> | <p>Set Public Hearing: <u>7/11/2016</u></p> <p>Public Hearing: <u>7/25/2016</u></p> |
|---|---|---|

Subject/Title

Request of New Community Development Corporation, d/b/a/ NeighborWorks Home Solutions, represented by Ken Lyons, to purchase Lots 9 and 10, Block 16, Wright's Addition, formerly known as 2409 – 7th Avenue.

Background/Discussion

Ken Lyons, on behalf of the applicant, has submitted an offer to purchase the City owned property formerly known as 2409 – 7th Avenue, legally described as Lot 9 and 10, Block 16, Wright's Addition. It is zoned R-2/Two Family Residential and measures 50 feet wide by 128 feet deep for a total of 6,400 square feet.

The City obtained title to this property through a 657A process in December, 2009 and the structure was removed. The property has remained vacant since that time. As per the Inventory and Disposal Policy for Surplus City Property, buildable properties on the disposal list longer than 24 months may be offered for sale to non and for profit housing providers. Properties will be priced at appraised value or the amount most recently established by Pottawattamie County Assessor. The value of the property may be forgiven if the property is constructed upon within a 12 month period. The current assessed value is \$9,595.00.

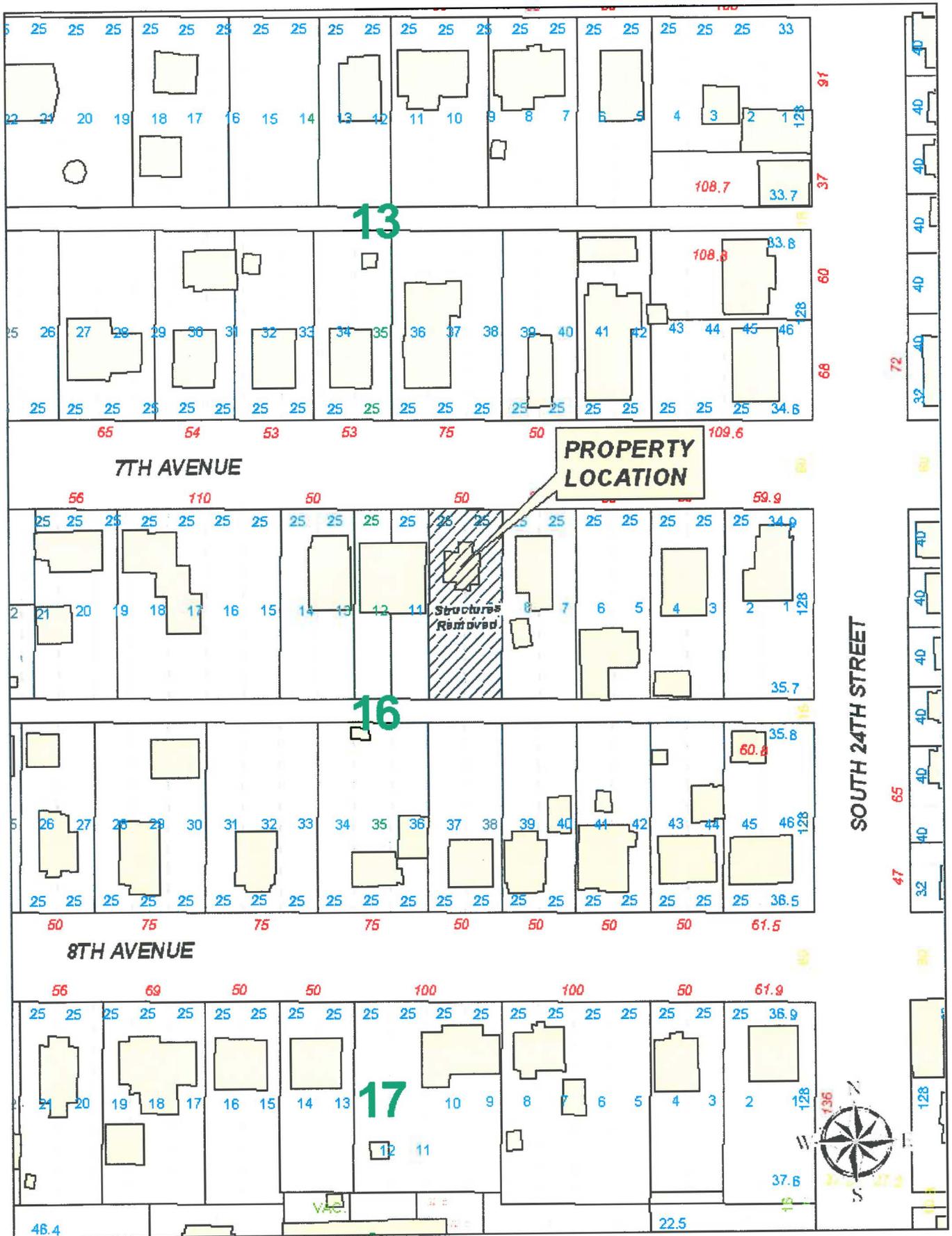
New Community Development has indicated they intend to construct a single family structure on the property. It will be built by Flat Iron Construction with a sales price of \$144,000. The one story ranch style home will be slab on grade and will contain 3 bedrooms and 2 bathrooms with a total of 1,326 square feet. It will have an attached 2-car attached garage. This structure will be constructed in conjunction with three lots that Habitat for Humanity is transferring to the applicant.

Recommendation

The Community Development Department recommends disposal of Lots 9 and 10, Block 16, Wright's Addition, formerly known as 2409 – 7th Avenue as follows: The purchase price to be \$9,595.00, the applicants to pay \$50.00 (already paid as the down payment) with a mortgage and promissory note to be signed on the remaining \$9,545.00 which would be forgiven upon the construction of a single family structure on the property within 12 months of the date of closing.

Attachment: Location map

Prepared By: Rebecca Sall, Assistant Planner, Community Development Department



CASE #OTB-16-010

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

RESOLUTION NO. 16-169

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 16, WRIGHT’S ADDITION.

WHEREAS, the City has received an offer to buy the property legally described as Lots 9 and 10, Block 16, Wright’s Addition, formerly known as 2409 – 7th Avenue; and

WHEREAS, the Mayor and city staff recommends disposal of the above-referenced property.

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

That the City does hereby express its intent to dispose of City property legally described as Lots 9 and 10, Block 16, Wright’s Addition, formerly known as 2409 – 7th Avenue, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for July 25, 2016.

ADOPTED
AND
APPROVED:

July 11, 2016

Matthew J. Walsh Mayor

ATTEST: _____
Marcia L. Worden City Clerk

(Case #OTB-16-010)

City Council Communication

| | | |
|---|---|--|
| <p>Department: Community Development Department</p> <p>Case #MIS-16-001</p> <p>Applicant(s): Future Foam, Inc. 1600 Avenue 'O' Council Bluffs, IA 51501</p> <p>Bruce Schneider/Jeanne Reichstadt, Trustees/Jerold Schneider 1610 Avenue 'N' Council Bluffs, IA 51501</p> <p>Representative: Patrick Medinger Future Foam 1610 Avenue 'N' Council Bluffs, IA 51501</p> | <p>Resolution of Intent No. <u>16-170</u> Resolution to Dispose No. _____</p> | <p>City Council: <u>7/11/2016</u> Public Hearing: <u>7/25/2016</u></p> |
|---|---|--|

Subject/Title

Request for the release of a perpetual and permanent easement located across the vacated east/west alley abutting Lots 79-83 and Lots 102-106, Belmont Addition.

Background/Discussion

The Community Development Department has received a request from the above listed applicants, represented by Patrick Medinger, (Future Foam) to release the portion of easement located across the vacated east/west alley abutting Lots 79-83 and Lots 102-106, Belmont Addition. The east/west alley was vacated by Resolution No. 94-17, on January 24, 1994 and retained a utility easement in order to allow continued access to underground and overhead utilities in the alleyway.

At this time the applicants would like the easement to be released where it abuts the properties they own in order to accommodate the possibility of building a structure over the area of the current easement.

Comments

All City departments and local utility companies were notified of the proposed request and specifically asked if they oppose the release of the easement. The following comments were received:

1. Century Link responded that they do have underground facilities in the vacated alley; however they would release all easement north of the existing Future Foam building and the land they own to the north. An easement needs to remain for the facilities that feed North 17th Street down the vacated alley.
2. MidAmerican Energy will allow the release of the easement for utility purposes across the previously vacated alley abutting Lots 79-83 and Lots 102-106, Belmont Addition, but needs to retain the west portion of the easement because they are providing service to customers along the westerly portion of the alley.
3. Council Bluffs Water Works has no water main or facilities in the that portion of the vacated

alleyway and has no objection to releasing the easement.

4. Cox Communications has no objection to release of the easement.
5. Black Hills Energy has no objection to release of the easement.
6. No other utility comments have been received.
7. Consideration should be given to closure of the curb cut at the alley location on North 16th Street. If the easement is released there is not a need to provide mid-block access to the arterial street. Each property abutting the proposed easement release area abuts public right-of-way to the north or south.

Recommendation

The Community Development Department recommends approval of the release of a perpetual and permanent easement located across the vacated east/west alley abutting Lots 79-83 and Lots 102-106, Belmont Addition.

Attachments

Attachment A –Location map

Prepared by: Rose E. Brown, AICP, Planning Coordinator

CASE #MIS-16-001



3.D.

Attachment A



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

RESOLUTION NO. 16-170

A RESOLUTION OF INTENT TO RELEASE A PERPETUAL AND PERMANENT EASEMENT LOCATED ACROSS THE VACATED EAST/WEST ALLEY ABUTTING LOTS 79-83 AND 102-106, BELMONT ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Future Foam, Inc. and Bruce Schneider/Jeanne Reichstadt, Trustees and Jerold Schneider have requested the release of a perpetual and permanent easement located across the vacated east/west alley abutting Lots 79-83 and Lots 102-106, Belmont Addition, City of Council Bluffs, Pottawattamie County, Iowa; and

WHEREAS, this City Council hereby declares its intent to consider release of this easement by conveying all of its easement interest to the abutting property owner(s).

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

That this City Council hereby declares its intent to consider disposition of the above described easement interest; and

BE IT FURTHER RESOLVED

That a public hearing on the City's intent to dispose of this property is hereby set for July 25, 2016.

ADOPTED
AND
APPROVED:

July 11, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication

| | | |
|--------------------------------------|---|--|
| Department: Community Development | Ordinance No.: N/A Resolution No.: <u>16-171</u> | City Council: <u>July 11, 2016</u> Public Hearing: <u>July 25, 2016</u> |
|--------------------------------------|---|--|

Subject/Title

Approval of a resolution directing the City Clerk to publish notice and setting of a public hearing on the plans, specifications and form of contract for the Walnut Grove Elementary School Demolition and Restoration Project located at 2920 Avenue J.

Background/Discussion

Background

In May 2014, Walnut Grove Elementary closed its doors with students redistributed throughout the district. School administration worked with the community development staff to outline the best course for the neighborhood and community. Two suggestions for reuse of the building were made: (1) a community center for the neighborhood and (2) renovation into apartments. Unfortunately, funding for a community center is not available; the neighborhood already has three nearby apartment buildings and an additional complex would have a negative impact on the neighborhood. The decision to demolish the school building and utilize the land for single-family housing was made as the best option for the property.

Community Development Block Grant (CDBG) funds from the City's 2015 and 2016 budgets will be used to demolish the building. The 2015 CDBG / HOME Investment Partnership Program (HOME) budget was recommended for approval by the Community Development Advisory Committee (CDAC) on October 2, 2014 with City Council approval on October 13, 2014. The 2016 CDBG/HOME budget was recommended for approval by CDAC on October 20, 2015 with City Council approval on November 9, 2015. Total funds allocated to the Walnut Grove Demolition and Restoration Project is \$320,000.

After demolition, the City's Infil Program and NeighborWorks Home Solutions (NWHS), in conjunction with the Iowa Western Community College Construction Technology Program, will construct seven (7) new single-family homes on the southern half of the block providing hands-on training for students pursuing careers in the construction trade. NWHS will purchase the property and the Construction Technology Program will construct two homes per year fueling the program for four years. The instructors are able to concentrate on the education component of the project while NWHS manages all the program support requirements such as: site development and acquisition, financing the construction, marketing and sales. Homes will be marketed to low-to-moderate income first time homebuyers.

Discussion

The City has completed all required environmental clearances required by CDBG and is ready to bid the demolition of the school building. Working with Snyder and Associates, the Community Development Department has determined a timeline for demolition portion of the project. In order to proceed with the demolition, we are asking City Council to set a public hearing on the plans, specifications and form of contract. This public hearing shall be held on July 25, 2016 at 7:00 p.m. in the City Council chambers. The rest of the timeline shall be as follows:

| | |
|--------------------|---|
| July 26, 2016 | Distribute bid documents to contractors |
| September 1, 2016 | Bid opening |
| September 12, 2016 | City Council award demolition contract |
| September 15, 2016 | Start demolition work |
| November 15, 2016 | Demolition work complete |

Staff Recommendation

Staff recommends approval of the resolution directing the City Clerk to publish notice and set a public hearing on the plans, specifications and form of contract for the Walnut Grove Elementary School Demolition and Restoration Project. The public hearing shall be held on July 25, 2016 at 7:00 p.m. in the City Council chambers.

Attachment

Plans and Specifications for the Walnut Grove Elementary School Demolition and Restoration Project have been provided under a separate cover.

Submitted by: Courtney Harter, Project Coordinator, Community Development Department

Approved by: Brenda Carrico, Program Coordinator, Community Development Department

RESOLUTION NO. 16-171

A RESOLUTION DIRECTING THE CITY CLERK TO PUBLISH NOTICE AND SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS AND FORM OF CONTRACT FOR THE WALNUT GROVE ELEMENTARY SCHOOL DEMOLITION AND RESTORATION PROJECT LOCATED AT 2920 AVENUE J.

WHEREAS, The City wishes to demolish the vacant Walnut Grove Elementary School located at 2920 Avenue J; and

WHEREAS, This project is known as the Walnut Grove Elementary School Demolition and Restoration Project; and

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

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

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the City Clerk is hereby directed to set a public hearing on July 25, 2016 at 7:00 p.m. on the plans, specifications and form of contract for the Walnut Grove Elementary School Demolition and Restoration Project.

ADOPTED
AND

APPROVED: _____ July 11, 2016

Matthew J. Walsh Mayor

ATTEST:

Marcia L. Worden City Clerk

Memo

To: Members of City Council

From: Mayor Matt Walsh

Date: June 30, 2016

Re: Appointments for July 11, 2016 City Council Meeting

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

PUBLIC ART COMMISSION

Reappoint the following with terms expiring 6/25/2019:

- Robert Collins
109 Woodridge Ct
- Dean Fajen
640 5th Av
- David Stroebele
1613 Tipton Dr

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

CITY CLAIM NO. 16-PW-1800

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Jacob Hedges DAY PHONE: 712/326-6970
ADDRESS: 1417 AVE E DOB: 8/11/91
DATE & TIME OF LOSS/ACCIDENT: 6/9/16 12:00
LOCATION OF LOSS/ACCIDENT: Garden and Knepper St
DESCRIPTION OF LOSS/ACCIDENT: Back in to my car

See police report
(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 3,460.19
WITNESS(ES) (Name(s), Address(es), Phone No(s)) _____

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

HAVE YOU RESUMED NORMAL ACTIVITIES? YES NO
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION:

LIST INSURANCE PROVIDER AND COVERAGE: _____

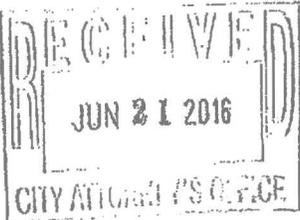
I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

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 6/21/16

CLAIMANT'S SIGNATURE [Signature]

CLERK RCVD
22 JUN '16
PM 2:36



**POTTAWATTAMIE
COUNTY
ASSESSOR**

William Kealy
Assessor

Penny Ravlin
Chief Deputy
Mary Pat Mitchell
Deputy

NOTICE TO TAXING DISTRICT(S)
Iowa Code §§441.37A(1) & 441.38A

Notice is hereby given that the property owner or aggrieved taxpayer named below has filed an appeal of the decision of the Pottawattamie County Board of Review to the Property Tax Assessment Appeal Board of the Iowa Department of Revenue, or to the Pottawattamie County District Court. A copy of the notice of appeal / petition is attached.

| <u>Owner / Taxpayer</u> | <u>Address of Property</u> | <u>Parcel No.</u> | <u>Protest No.</u> |
|-------------------------|--|-------------------|--------------------|
| Plumrose | 2650 23 rd Avenue Council Bluffs, IA 51501 | 7444 03 200 003 | 049 |


Leanne A. Gifford
Assistant Pottawattamie County Attorney
227 South 6th Street, 5th Floor
Council Bluffs, Iowa 51501
Leanne.gifford@pottcounty.com
Telephone (712) 328-5649
Fax (712) 328-5753

CLERK RCD
23 JUN 16
PM 3:55



Petition to Local Board of Review - Regular Session

This petition must be filed or mailed to your city or county assessor from April 2 through April 30. It must be postmarked no later than April 30. Iowa assessors' addresses can be found at the Iowa State Association of Assessors Website.

| | |
|---------------------------------|-------------|
| For use by board of review only | |
| Petition # _____ | Class _____ |
| Parcel # _____ | |

To the Board of Review of the County/City of Pottawattamie, Iowa

The undersigned, Plumrose USA

as owner or aggrieved taxpayer of the following described real estate: SECTION 3-74-44 PT W 1/2 NE COMM 1.270.13' E & 706.74' N CENTER SEC 3 TH W 468.45' N814.44'E474.74'S823.43' TO POB with the property address: 2650 23RD AVE., COUNCIL BLUFFS, IA 51501 Parcel # 7444 03 200 003

and as such, liable for the payment of taxes thereon, does hereby respectfully object to the assessment made against said real estate as of January 1, 2016 in the sum of \$ 6,600,000 for the following reasons, and upon the following grounds:

(Complete all grounds that apply - see back for instructions.)

1.a. (1)(a). That said assessment is not equitable as compared with assessments of other like property in the county or city. (Give address, legal description and assessment of representative number of comparable properties.)

Assessed at:

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

1.a. (1)(b). That said property is assessed for more than the value authorized by law (Section 441.21, Code of Iowa); that the amount of said over-assessment is \$ 3,900,000; and that \$ 2,700,000 is its actual value (Land \$156,499 Building \$2,543,501) and is a fair assessment.

1.a. (1)(c). That said property is not assessable, is exempt from taxes or is misclassified for the following reason: _____

1.a. (1)(d). That there is an error in the assessment as follows: _____

1.a. (1)(e). That there is fraud in the assessment as follows: _____

1.a. (2). That there has been a change downward in the value since the last assessment (Section 441.37, Code of Iowa). This is the only ground upon which a protest pertaining to the valuation of a property can be filed in a year in which the assessor has not assessed or reassessed the property pursuant to Iowa Code section 428.4 (701 IAC 71.20 (4)"b"(6)): We believe the subject market has declined since January 1, 2015.

The undersigned respectfully requests that the assessment made against said real estate be adjusted accordingly based upon the facts presented. I hereby state that the facts in this petition are true and correct.

JM TAX Advocates LLC

Mailing Address: 13300 Olio Rd. Ste. 360, Fishers, IN 46037

An oral hearing is requested:

YES NO

Phone: Home _____ Business/Cell (317) 674-8390 Date 4/28/16

VIA TELECONFERENCE

Signature _____ e-Mail Joshua@jmtaxadvocates.com

(owner or duly authorized agent)

FOR USE BY BOARD OF REVIEW ONLY

Action Taken: _____

Date: _____

IDR 56-064a (07/01/15)

**POTTAWATTAMIE
COUNTY
ASSESSOR**

William Kealy
Assessor

Penny Ravlin
Chief Deputy
Mary Pat Mitchell
Deputy

NOTICE TO TAXING DISTRICT(S)

Iowa Code §§441.37A(1) & 441.38A

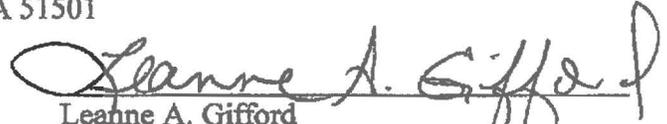
Notice is hereby given that the property owner or aggrieved taxpayer named below has filed an appeal of the decision of the Pottawattamie County Board of Review to the Property Tax Assessment Appeal Board of the Iowa Department of Revenue, or to the Pottawattamie County District Court. A copy of the notice of appeal / petition is attached.

Owner / Taxpayer
Legacy

Address of Property
3271 Manawa
Council Bluffs, IA 51501

Parcel No.
7444 11 101 005

Protest No.
046



Leanne A. Gifford
Assistant Pottawattamie County Attorney
227 South 6th Street, 5th Floor
Council Bluffs, Iowa 51501
Leanne.gifford@pottcounty.com
Telephone (712) 328-5649
Fax (712) 328-5753

CLERK RCD
23 JUN'16

PM8:55



Petition to Local Board of Review - Regular Session

This petition must be filed or mailed to your city or county assessor from April 2 through April 30. It must be postmarked no later than April 30. Iowa assessors' addresses can be found at the Iowa State Association of Assessors Website.

| | |
|---------------------------------|-------------|
| For use by board of review only | |
| Petition # _____ | Class _____ |
| Parcel # _____ | |

To the Board of Review of the County/City of Pottawattamie / Council Bluffs, Iowa
The undersigned, Mike Lee, agent for Legacy CB LLC d.b.a. Shopko
(print name)
as owner or aggrieved taxpayer of the following described real estate: Parcel Number: 7444-11-105-035

with the property address: Legal Description: The Marketplace Replat 12T3
and as such, liable for the payment of taxes thereon, does hereby respectfully object to the assessment made against said real estate as of January 1, 2016 (current year) in the sum of \$ 5,336,302 (total assessment)
for the following reasons, and upon the following grounds:

(Complete all grounds that apply - see back for instructions.)

1.a. (1)(a). That said assessment is not equitable as compared with assessments of other like property in the county or city. (Give address, legal description and assessment of representative number of comparable properties.)

Assessed at:

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

1.a. (1)(b). That said property is assessed for more than the value authorized by law (Section 441.21, Code of Iowa); that the amount of said over assessment is \$ 1,736,302; and that \$ 3,600,000 is its actual value (land \$835,000 Building \$ 2,715,000) and is a fair assessment.

1.a. (1)(c). That said property is not assessable, is exempt from taxes or is misclassified for the following reason: _____

1.a. (1)(d). That there is an error in the assessment as follows: _____

1.a. (1)(e). That there is fraud in the assessment as follows: _____

1.a. (2). That there has been a change downward in the value since the last assessment (Section 441.37, Code of Iowa). This is the only ground upon which a protest pertaining to the valuation of a property can be filed in a year in which the assessor has not assessed or reassessed the property pursuant to Iowa Code section 428.4 (701 IAC 71.20 (4)"b"(6)):

The undersigned respectfully requests that the assessment made against said real estate be adjusted accordingly based upon the facts presented. I hereby state that the facts in this petition are true and correct.

An oral hearing is requested:

YES NO

via telephone

Mailing Address: PTG-Mike Lee, 30 N LaSalle St, STE 3520 Chicago, IL 60602

Phone: Home 312-752-0323 Business/Cell 480-326-0223 Date 4/29/16

Signature Mike Lee e-Mail mlee@paradigmtax.com
(owner or duly authorized agent)

| | |
|---------------------------------|--|
| FOR USE BY BOARD OF REVIEW ONLY | |
| Action Taken: _____ | |
| Date: _____ | |

IDR 56-064a (07/01/15)

07/16

**POTTAWATTAMIE
COUNTY
ASSESSOR**

William Kealy
Assessor

Penny Ravlin
Chief Deputy
Mary Pat Mitchell
Deputy

NOTICE TO TAXING DISTRICT(S)

Iowa Code §§441.37A(1) & 441.38A

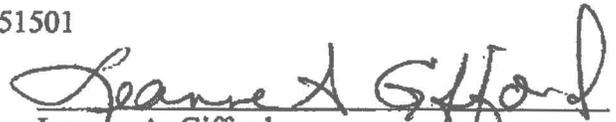
Notice is hereby given that the property owner or aggrieved taxpayer named below has filed an appeal of the decision of the Pottawattamie County Board of Review to the Property Tax Assessment Appeal Board of the Iowa Department of Revenue, or to the Pottawattamie County District Court. A copy of the notice of appeal / petition is attached.

Owner / Taxpayer
Plumrose

Address of Property
3210 21st Avenue
Council Bluffs, IA 51501

Parcel No.
7444 03 103 001

Protest No.
050

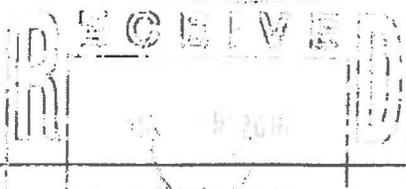


Leanne A. Gifford
Assistant Pottawattamie County Attorney
227 South 6th Street, 5th Floor
Council Bluffs, Iowa 51501
Leanne.gifford@pottcounty.com
Telephone (712) 328-5649
Fax (712) 328-5753

CLERK RCVD

23 JUN'16

PM3:57



Petition to Local Board of Review - Regular Session

This petition must be filed or mailed to your city or county assessor from April 2 through April 30. It must be postmarked no later than April 30. Iowa assessors' addresses can be found at the Iowa State Association of Assessors Website.

| | |
|---------------------------------|-------------|
| For use by board of review only | |
| Petition # _____ | Class _____ |
| Parcel # _____ | _____ |

To the Board of Review of the County/City of Pottawattamie, Iowa

The undersigned, Plumrose USA

as owner or aggrieved taxpayer of the following described real estate: MID-AMERICAN COMMERCE PARK LTS 1 & 2 Parcel #7444 03 103 001

with the property address: 3210 21ST AVE., COUNCIL BLUFFS, IA 51501

and as such, liable for the payment of taxes thereon, does hereby respectfully object to the assessment made against said real estate as of January 1, 2016 in the sum of \$ 5,167,860 for the following reasons, and upon the following grounds:

(Complete all grounds that apply - see back for instructions.)

1.a. (1)(a). That said assessment is not equitable as compared with assessments of other like property in the county or city. (Give address, legal description and assessment of representative number of comparable properties.)

Assessed at:

| | |
|-------|----------|
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

1.a. (1)(b). That said property is assessed for more than the value authorized by law (Section 441.21, Code of Iowa); that the amount of said over-assessment is \$ 1,667,850; and that \$ 3,500,000 is its actual value (Land \$613,100 Building \$2,886,900) and is a fair assessment.

1.a. (1)(c). That said property is not assessable, is exempt from taxes or is misclassified for the following reason: _____

1.a. (1)(d). That there is an error in the assessment as follows: _____

1.a. (1)(e). That there is fraud in the assessment as follows: _____

1.a. (2). That there has been a change downward in the value since the last assessment (Section 441.37, Code of Iowa). This is the only ground upon which a protest pertaining to the valuation of a property can be filed in a year in which the assessor has not assessed or reassessed the property pursuant to Iowa Code section 428.4 (701 IAC 71.20 (4)"b"(6)): We believe that the subject market has declined since January 1, 2015.

The undersigned respectfully requests that the assessment made against said real estate be adjusted accordingly based upon the facts presented. I hereby state that the facts in this petition are true and correct.

JM Tax Advocates LLC

Mailing Address: 13300 Olio Rd. Ste. 360, Fishers, IN 46037

An oral hearing is requested:

YES NO

Phone: Home _____ Business/Cell (317) 674-8390 Date 4/28/16

VIA TELECONFERENCE

Signature [Signature] e-Mail Joshua@jmtaxadvocates.com
(owner or duly authorized agent)

FOR USE BY BOARD OF REVIEW ONLY

Action Taken: _____

Date: _____

IDR 58-064a (07/01/15)

**POTTAWATTAMIE
COUNTY
ASSESSOR**

William Kealy
Assessor

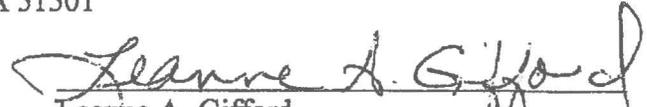
Penny Ravlin
Chief Deputy
Mary Pat Mitchell
Deputy

NOTICE TO TAXING DISTRICT(S)

Iowa Code §§441.37A(1) & 441.38A

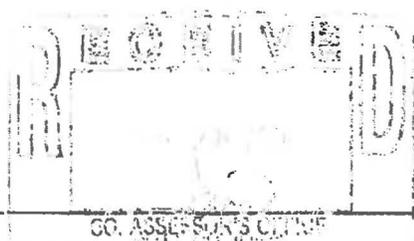
Notice is hereby given that the property owner or aggrieved taxpayer named below has filed an appeal of the decision of the Pottawattamie County Board of Review to the Property Tax Assessment Appeal Board of the Iowa Department of Revenue, or to the Pottawattamie County District Court. A copy of the notice of appeal / petition is attached.

| <u>Owner / Taxpayer</u> | <u>Address of Property</u> | <u>Parcel No.</u> | <u>Protest No.</u> |
|-------------------------|--|-------------------|--------------------|
| Menards Inc | 3200 Manawa Centre Council Bluffs, IA 51501 | 7444 12 254 003 | 020 |



Leanne A. Gifford
Assistant Pottawattamie County Attorney
227 South 6th Street, 5th Floor
Council Bluffs, Iowa 51501
Leanne.gifford@pottcounty.com
Telephone (712) 328-5649
Fax (712) 328-5753

CLERK RCV'D
23 JUN 16
PM 3:53



Petition to Local Board of Review - Regular Session

This petition must be filed or mailed to your city or county assessor from April 2 through April 30. It must be postmarked no later than April 30. Iowa assessors' addresses can be found at the Iowa State Association of Assessors Website.

For use by board of review only
Petition # _____ Class _____
Parcel # _____

To the Board of Review of the County/City of Council Bluffs - Pottawattamie County, Iowa

The undersigned, Menard, Inc. (Authorized Agent - Wipfli LLP, Chad Zeznanski) as owner or aggrieved taxpayer of the following described real estate: Parcel #: 744412254003

with the property address: 3200 Manawa Centre Dr, Council Bluffs, IA

and as such, liable for the payment of taxes thereon, does hereby respectfully object to the assessment made against said real estate as of January 1, 2016 in the sum of \$ 9,000,000 for the following reasons, and upon the following grounds:

(Complete all grounds that apply - see back for instructions.)

1.a. (1)(a). That said assessment is not equitable as compared with assessments of other like property in the county or city. (Give address, legal description and assessment of representative number of comparable properties.)

| | |
|-------|--------------|
| N/A | Assessed at: |
| _____ | \$ N/A |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |
| _____ | \$ _____ |

1.a. (1)(b). That said property is assessed for more than the value authorized by law (Section 441.21, Code of Iowa); that the amount of said over-assessment is \$ 3,367,500 ; and that \$ 5,632,500 is its actual value (Land 2,085,000 Building 3,547,500) and is a fair assessment.

1.a. (1)(c). That said property is not assessable, is exempt from taxes or is misclassified for the following reason: N/A

1.a. (1)(d). That there is an error in the assessment as follows: N/A

1.a. (1)(e). That there is fraud in the assessment as follows: N/A

1.a. (2). That there has been a change downward in the value since the last assessment (Section 441.37, Code of Iowa). This is the only ground upon which a protest pertaining to the valuation of a property can be filed in a year in which the assessor has not assessed or reassessed the property pursuant to Iowa Code section 428.4 (701 IAC 71.20 (4)"b"(6)): N/A

The undersigned respectfully requests that the assessment made against said real estate be adjusted accordingly based upon the facts presented. I hereby state that the facts in this petition are true and correct.

An oral hearing is requested: YES NO
Mailing Address: Wipfli LLP - 10000 Innovation Dr, Suite 250, Milwaukee, WI 53226
Phone: Home _____ Business/Cell (262) 225-1784 Date 4/28/2016
Signature _____ e-Mail czeznanski@wipfli.com
(Authorized agent)

FOR USE BY BOARD OF REVIEW ONLY
Action Taken: _____
Date: _____
IDR 56-C61a (07/01/15)

Council Communication
July 11, 2016 City Council Meeting

| | | |
|--|--|---|
| Department: Community Development Case/Project No.: URN-16-003 | Ordinance No.: Resolution No.: 16-147 | Planning Commission: 5-10-16 Public Hearing: 6-13-16 Resolution Adopting: 7-11-16 |
|--|--|---|

Subject/Title

Amendment No. 4 to the Playland Park Urban Renewal Plan

Location

North and south of the I-480 and 41st Street interchange

Background/Discussion

Background
 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 No. 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 No. 2) to add additional land. In October of 2014, the urban renewal plan was amended (Amendment No. 3) to add additional land and to add and/or confirm projects. The urban renewal plan is again in need of amendment in order to add and/or confirm projects.

Discussion
 On May 9, 2016, 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:

- 5-10-16 City Planning Commission hearing and review
- 5-18-16 Consultation meeting to be held with other affected taxing jurisdictions
- 6-13-16 City Council public hearing on the amended urban renewal plan and postponed consideration of resolution until 7-11-16

The consultation hearing was held on May 18, 2016 and no interested parties attended. Additionally, no written correspondence has been received by the Community Development Department either in support or against the proposed plan.

Staff Recommendation

The Community Development Department recommends approval of Amendment No. 4 to the Playland Park Urban Renewal Plan and Area.

Planning Commission Public Hearing

Rose Brown appeared before the Planning Commission in favor of the request. No one appeared in opposition.

Planning Commission Recommendation

The Planning Commission recommends approval of Amendment No. 4 to the Playland Park Urban Renewal Plan and Area and finds this Plan and Area to be in conformance with the "Bluffs Tomorrow: 2030 Plan" which is the general plan for the development of the City of Council Bluffs.

VOTE: AYE 8 NAY 0 ABSTAIN 1 ABSENT 2 Motion: Carried

Attachments

- 1) Resolution adopting Amendment No. 4 to the Playland Park Urban Renewal Plan and Area with the amended plan attached as Exhibit 1
- 2) Consultation proceedings
- 3) City Planning Commission Report

Submitted by: Brenda Carrico, Program Coordinator, Community Development Department
 Approved by: Donald D. Gross, Director, Community Development Department

(These agenda items should be incorporated with the other items in your regular agenda and posted/published as required.)

AGENDA ITEM(S)

Governmental Body: The City Council of the City of Council Bluffs, State of Iowa.
Date of Meeting: July 11, 2016.
Time of Meeting: 7:00 P.M.
Place of Meeting: Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

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. 4 to the Playland Park Urban Renewal Plan

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Council Bluffs, State of Iowa

July 11, 2016

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: _____

* * * * *

PUBLIC HEARING ON JUNE 13, 2016

At the regular meeting of the City Council on June 13, 2016, it being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 4 to the Playland Park Urban Renewal Plan, the Mayor first asked for the report of the Director, Community Development Department, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Plan. The Council was informed that the consultation was duly held as ordered by the Council, and that no written recommendations were received from affected taxing entities. The report of the Director, Community Development Department, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The City also was informed that the proposed Amendment had been approved by the City Planning Commission as being in conformity with the general plan for development of the City as a whole, as set forth in the minutes or report of the Commission. The report or minutes were 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 no written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 4 to the Playland Park Urban Renewal Plan and none were made. The public hearing was then closed.

At that time, Sandau moved and Riggenberg seconded to postpone action on Resolution 16-147 until July 11, 2016 at 7:00 p.m. The Motion passed 4-1.

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. 4 TO THE PLAYLAND PARK URBAN RENEWAL PLAN" and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. 16-147

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. 4 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") for the Playland Park Urban Renewal Plan Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, by Resolution No. 05-186, adopted June 27, 2005, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, by Resolution No. 09-218, adopted July 27, 2009, this City Council approved and adopted an Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 14-281, adopted October 27, 2014, this City Council approved and adopted an Amendment No. 3 to the Plan; 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.

and

WHEREAS, a proposed Amendment No. 4 to the Playland Park Urban Renewal Plan ("Amendment No. 4" or "Amendment") for the Playland Park Urban Renewal Area described above has been prepared, which proposed Amendment is on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add, revise, and/or

confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 4 to the Urban Renewal Plan adds no new land; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 4 to the Playland Park Urban Renewal Plan ; and

WHEREAS, the Iowa statutes do not require the City Council to submit the proposed Amendment No. 4 to the Playland Park Urban Renewal Plan to the City Planning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; however, the proposed Amendment No. 4 has been submitted to the City Planning Commission; and

WHEREAS, adoption of Amendment No. 4 to the Playland Park Urban Renewal Plan has been approved by the City Planning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on May 9, 2016, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 4 to the Playland Park Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 4 to the Playland Park Urban Renewal Plan 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 Director, Community Development Department, 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. 4 to the Playland Park Urban Renewal Plan for the June 13, 2016 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. 4 to the Playland Park Urban Renewal Plan, 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. 4 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 Playland Park 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. 4 to the Playland Park Urban Renewal Plan conform to the general plan for the development of the City as a whole; and

C. Acquisition by the City is expected and as to those areas of open land to be acquired by the City included within the Playland Park 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 those 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 Playland Park Urban Renewal Area, as amended, continues to be a blighted area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the 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. 4 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. 4 to the Playland Park Urban Renewal Plan for the City of Council Bluffs, State of Iowa"; Amendment No. 4 to the Playland Park Urban Renewal Plan of the City of Council Bluffs, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 4 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the original Playland Park Urban Renewal Plan, and the Plan as amended, 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. 4 to the Playland Park Urban Renewal Plan 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. 4, 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 11th day of July, 2016.

Mayor

ATTEST:

City Clerk

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

ATTACH THE AMENDMENT
LBELED 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 corporate records of the City showing proceedings of the City 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 _____, 2016.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

01237537-1\10342-009

Council Communication
July 11, 2016

| | | |
|--|------------------------------|--|
| Department: Community Development Department | Resolution No. <u>16-172</u> | City Council: 6-27-2016 Public Hearing: 7-11-2016 |
| Subject/Title | | |
| Public hearing on the proposal to enter into a development agreement with the Pottawattamie County Development Corporation and a resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and Pottawattamie County Development Corporation. | | |
| Background/Discussion | | |
| <p>On May 9, 2016, City Council approved a Letter of Intent (LOI) with 103 West Broadway LLC to assist with the redevelopment of property located at 103-115 West Broadway. J Development Company and the Pottawattamie County Development Corporation (PCDC) initially formed 103 West Broadway LLC to partner on the project. However, after further analysis, there has been a slight change to the project structure.</p> <p>Initially 103 West Broadway LLC was going to own, construct and operate the property. However, now PCDC will continue to own the land and project throughout development and stabilization. J Development will provide its services to PCDC to manage the construction project from start to finish delivering a turnkey building. No changes to the building design have resulted from the changes in the ownership structure. The project still involves the construction of a four story, 24 market units, mixed use building with approximately 6,700 square feet of first floor retail. Following project completion, PCDC will sell the property to J Development who will assume the terms and conditions of the development agreement with the City.</p> <p>The LOI stated the City would provide an economic development grant to the Developer in the amount of 80% of the tax increment captured by the project over a period of up to 15 years. Total rebates were capped at \$750,000. The LOI also said the development agreement to cover the TIF assistance would be brought to Council for final approval. A public hearing must be held on this item before consideration by the Council. On June 27, 2016, City Council set the public hearing for July 11, 2016.</p> <p>A minimum assessment agreement has also been prepared and will require a minimum value of \$2,275,000. The current assessed value of the property is \$446,100. Accounting applicable rollbacks and applying a capture rate of .03794158%, the project would generate an average of \$65,421 annually in tax increment financing revenues.</p> <p>Staff reviewed the projects costs, financing sources and 10 year projections. Based on this review, staff finds the proposed assistance is appropriate and consistent with similar mixed use projects previously assisted. The project is also consistent with the amended Bluffs Center I Urban Renewal Plan and with the "Downtown Council Bluffs Plan." Furthermore, it completes the redevelopment of the south side of the 100 block.</p> <p>Upon the execution of a development agreement, PCDC will proceed with the construction of the project with an estimated completion date of December 31, 2017.</p> | | |

Recommendation

Approval of a resolution approving and authorizing execution of a development agreement between the City of Council Bluffs and Pottawattamie County Development Corporation for a redevelopment project at 103-115 West Broadway.

Attachments

- 1) Resolution authorizing execution of the development agreement.
- 2) The development agreement has been provided under separate cover.

Prepared by: Brenda Carrico, CD Program Coordinator, Community Development Department
Approved by: Brenda Carrico, CD Program Coordinator, Community Development Department

103-115 West Broadway Project Location



RESOLUTION 16-172

(These agenda item(s) should be incorporated with the other items in your regular agenda and posted/published as required.)

AGENDA ITEM(S)

Governmental Body: The City Council of the City of Council Bluffs in the State of Iowa.
Date of Meeting: July 11, 2016.
Time of Meeting: 7:00 P.M.
Place of Meeting: Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Bluffs Center I Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Pottawattamie County Development Corporation.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Council Bluffs and Pottawattamie County Development Corporation.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

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

July 11, 2016

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: _____

* * * * *

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 a Development Agreement by and between the City of Council Bluffs and Pottawattamie County Development Corporation, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City 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 A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND POTTAWATTAMIE COUNTY DEVELOPMENT CORPORATION", 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 _____, 2016, 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. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND POTTAWATTAMIE COUNTY DEVELOPMENT CORPORATION

WHEREAS, by Resolution, adopted March 3, 1969, 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 Bluffs Center I Urban Renewal Plan (the "Plan") for the Bluffs Center I 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, 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 has received a proposal from Pottawattamie County Development Corporation (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Bluffs Center I Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of 26,000 square feet of mixed use commercial and residential space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to fifteen (15) consecutive annual payments of Economic Development Grants to Developer consisting of 80% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$750,000, or the amount accrued under the formula outlined in the proposed Development 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 a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,275,000; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development and blight remediation 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 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, 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 loans and 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 of the Iowa Code, 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 11th day of July, 2016.

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 corporate 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 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 _____, 2016.

City Clerk, City of Council Bluffs, State of
Iowa

(SEAL)

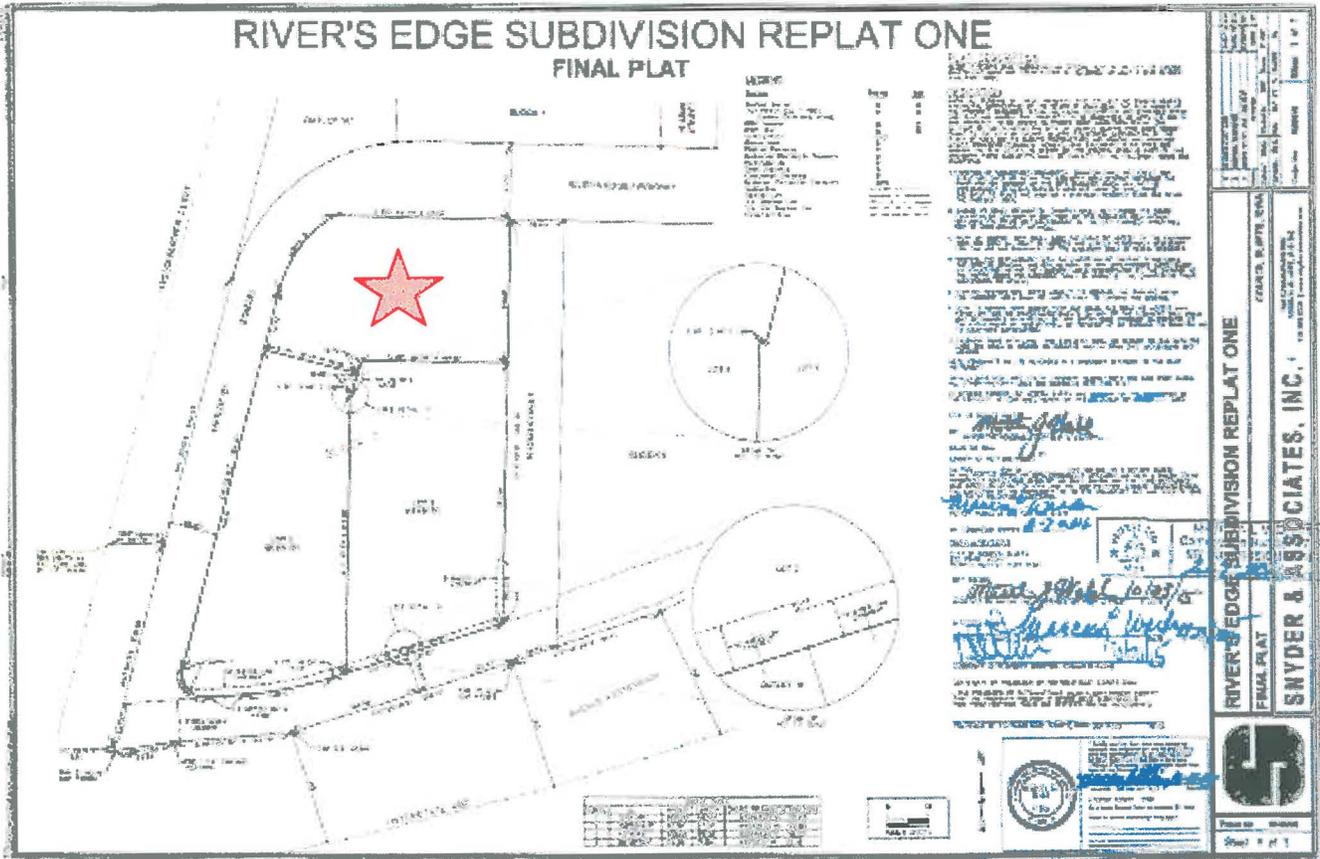
01252452-1\10342-140

Council Communication
July 11, 2016

| | | |
|---|------------------------------|--|
| Department: Community Development | Resolution No. <u>16-173</u> | Resolution Setting PH: 6/27/16 Public Hearing: 7/11/16 Resolution Approving: 7/11/16 |
| Subject/Title | | |
| Public hearing on the proposal to enter into a development agreement with River's Edge One, L.L.C. and a resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and River's Edge One, L.L.C. | | |
| Background/Discussion | | |
| <p>On October 27, 2014, City Council adopted the Playland Park Master Plan with the adoption of Resolution No. 14-285. One of the primary elements of the plan was the construction of two office buildings and supporting parking garage. Staff has been in discussions with Noddle Development d/b/a River's Edge One, L.L.C. (Developer) regarding the development of the first office building contemplated by the Plan. The office building will include 65,000 sq. ft. and be constructed on Lot 1, Block 7 of River's Edge Subdivision Replat One. 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:</p> <p><u>Developer</u> – Design, finance and construct a 65,000 sq. ft. office building on Lot 1, Block 7, River's Edge Subdivision Replat One in conformance with city codes and Master Plan; execute a minimum assessment agreement in the amount of \$8,700,000 (effective 1/1/18); pay all property taxes when due; operate and maintain the office in compliance with local, state, and federal requirements; and submit all annual certifications over the term of the agreement.</p> <p><u>City</u> – Design and install public infrastructure necessary for the construction of the office building (including the construction of River's Edge Park); enter a lease/purchase agreement for the development of a 725 stall parking garage; dispose Lot 1 Block 7 of River's Edge Replat One to the Developer for \$174,594; and grant a 75% TIF rebate over a twenty year period beginning in FY 19-20.</p> <p>Resolution 16-153 approved on June 27, 2016 set July 11, 2016 as the date of public hearing on the proposal to enter into a development agreement with the Developer. Additionally, a development agreement has been prepared and provided to the City Council under separate cover.</p> | | |
| Staff Recommendation | | |
| Approval of a resolution approving and authorizing execution of the development agreement between the City of Council Bluffs and River's Edge One, L.L.C. | | |
| Attachments | | |
| <p>1) Resolution authorizing approving and authorizing execution of the development agreement between the City of Council Bluffs and River's Edge One, L.L.C.</p> <p>2) The development agreement has been provided under separate cover.</p> | | |

Prepared by: Brenda Carrico, Program Coordinator, Community Development Department
Approved by: Brenda Carrico, Program Coordinator, Community Development Department

Council Communication
July 11, 2016



AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF COUNCIL BLUFFS, IOWA

AND

RIVER'S EDGE ONE, L.L.C.

_____, 2016

AGREEMENT
FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2016, 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, 2015, as amended (the "Urban Renewal Act"), and RIVER'S EDGE ONE, L.L.C., an Iowa limited liability company having offices for the transaction of business at 2285 S. 67th Street, Suite 250, Omaha, NE 68106 (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, and Amendment No. 4 in 2016; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been 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 and make a good faith effort to encourage the creation and retention of employment in the community (the "Project"); and

WHEREAS, to facilitate the Project, the City intends to grant the incentives provided under this Agreement to fund land acquisition, site preparation, and construction of the Minimum Improvements on the Development Property and help make the Minimum Improvements attractive to potential employers; 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).

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, 2015, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the site plan, floor plans, elevations and renderings reflecting the construction work to be performed by the Developer as substantially reflected in the attached Exhibit B-1.

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

Developer means River's Edge One, L.L.C. and its permitted successors and assigns.

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

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

Execution Version

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.

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

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.

River's Edge One, L.L.C. 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.

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 River's Edge One, L.L.C. 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,

Execution Version

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. City will use its best efforts, and cooperate with the Iowa Department of Transportation, to improve access to the development area from West Broadway at 40th Street, and pursue improved connections from I-480 to 41st Street and from Avenue G to Ave B. A Memorandum of Understanding between the Iowa Department of Transportation and the City which, among other things, reflects this cooperation is attached hereto as Exhibit L.

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

a. River's Edge One, L.L.C. is 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 \$8,700,000 for construction costs.

j. Developer has 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 be completed by December 31, 2017.

Execution Version

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.2 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 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 \$8,700,000 for construction costs.

Section 3.2. Construction Plans. Developer has caused the Construction Plans to be provided for the Minimum Improvements as attached hereto as Exhibit B-1. The City hereby approves the Construction Plans attached hereto as Exhibit B-1, as such plans may be reasonably modified to comply with or meet the standards required by the City to meet building, fire, zoning or other ordinances or for the issuance of a building permit. Such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only, and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit.

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 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 2017; or (ii) by such other date 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 3.4. 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 3.4, 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 all process 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 \$174,594 (the "Purchase Price"). The Purchase Price shall be financed by the City and

payable by the Developer in the form of the Forgivable Loan from the City to the Developer, as detailed in Article IX. The Forgivable Loan shall be forgiven by the City on an annual pro-rata basis over a period of five (5) years, subject to and conditioned upon Developer's compliance with the terms and conditions of this Agreement.

Section 4.3. Due Diligence. Developer warrants that it has conducted all desired inspection of the Development Property other than its review of the abstract, survey and other title matters and an environmental assessment (the "Outstanding Due Diligence").

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 date of closing, 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, 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 an uncured Event of Default has not occurred prior to the recording of a

Construction mortgage and Developer's receipt of funds from a construction loan specifically obtained for the Project and the Development Property, 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.

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, 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 represents and warrants that it has conducted an inspection of the Development Property and, subject to the right to object to issues raised by the Outstanding Due Diligence, 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 sixty days following the execution of this Agreement, at a time to be agreed to by the parties (the "Closing Date"). This purchase shall be considered "Closed" upon the delivery to Developer of a duly executed deed without warranty in the form of deed attached as Exhibit I. 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 30 days of the date of this Agreement, 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. A title company chosen by Developer, shall issue a preliminary title report or commitment ("Preliminary Title Report") and deliver the same to Developer, along with a copy of any exceptions to title noted on said Preliminary Title Report, within ten (10) days of the full execution of the Agreement. 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. In the event Developer is unsatisfied, in its sole discretion, that the Development Property's title is marketable, Developer may provide written notice thereof to the City, prior to the Closing Date, in which case, this Agreement shall be null and void and no further force or effect, and neither party shall have any further obligations to the other hereunder.

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 in the Outstanding Due Diligence, 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 date of Closing. In the event Developer is unsatisfied, in its reasonable discretion, with any environmental matters on the Development Property, Developer may provide written notice thereof to the City prior to the Closing Date, in which case this Agreement shall be null and void and no further force or effect, and neither party shall have any further obligations to the other hereunder.

Section 4.14. Release of Option. To the extent that Noddle Development Company, LLC purports to possess any right or option to acquire or develop the Development Property, said right or option shall have been unequivocally waived and forfeited by Noddle Development Company, LLC, in substantially the form set forth in Exhibit K attached hereto.

Section 4.15. Public Improvements. Subject to the completion of all necessary legislative, legal, financing, and bidding processes, the City anticipates:

(a) Constructing the Phase I public improvements (grading, storm water and sanitary sewer), the plans and specifications of which were approved by the City Council on April 20, 2015 with the adoption of Resolution No. 15-102; and

(b) Constructing the Phase II public improvements (water, electrical conduit, streets, sidewalks/trails, streetscape elements, and lighting), the plans and specifications of which were approved by the City Council on July 13, 2015 with the adoption of Resolution No. 15-197; and

(c) Constructing the Phase III public improvements at the northwest corner of River's Edge Drive (the "Piazza"), the plans and specifications of which were approved by the City Council on January 11, 2016 with the adoption of Resolution No. 16-04; and

(d) Approving the Master Lease Purchase Agreement for the River's Edge Parking Facility.

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 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 Employment. Developer agrees that the Minimum Improvements are expected to create usable office space for tenants. Developer also understands that part of the consideration provided to the City by Developer in exchange for Developer's opportunity to receive Economic Development Grants under this Agreement is the opportunity for the creation and retention of jobs in the community. Developer agrees to use its best efforts to lease the Minimum Improvements to tenants that create and retain employment in the community.

If, after the Minimum Improvements are fully assessed, Developer fails in two successive annual certifications under Section 6.7 to certify and substantiate that some portion of the Minimum Improvements are occupied by at least one non-retail commercial enterprise(s) (either Developer or a Tenant(s)) employing individuals therein, then Developer shall not receive the next scheduled Economic Development Grant. If Developer is ineligible for two successive Grants under this provision, such an event shall be an Event of Default and the City shall be relieved of all obligations (including any obligation to make any further Economic Development Grants) to Developer under this Agreement. Developer shall provide information as requested by the City to determine compliance with the foregoing occupancy obligations.

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 of the first full assessment of the Minimum Improvements; (iii) certification that some portion of the Minimum Improvements are occupied by at least one non-retail commercial enterprise(s) (either Developer or a Tenant(s)) employing individuals therein; (iv) certification that Developer has utilized the required portion of the Economic Development Grants it receives to provide rebates to tenants occupying the Minimum Improvements pursuant to Section 8.8; (v) 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 October 15, 2017 and ending on October 15, 2038, 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. ECONOMIC DEVELOPMENT GRANTS

Section 8.1 Economic Development 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 forty (40) consecutive semi-annual payments of Economic Development Grants to Developer, up to an aggregate total amount not to exceed nine million dollars (\$9,000,000), under the formula and schedule set forth below.

Assuming completion by December 31, 2017, full assessment of the Minimum Improvements on January 1, 2018, and debt certification to the Auditor by the City prior to December 1, 2018, the Economic Development Grants shall commence on December 1, 2019, and end on June 1, 2039, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

| | |
|--------------|--|
| Dec. 1, 2019 | 75% of Tax Increments for first half of Fiscal Year 19-20 |
| June 1, 2020 | 75% of Tax Increments for second half of Fiscal Year 19-20 |
| Dec. 1, 2020 | 75% of Tax Increments for first half of Fiscal Year 20-21 |
| June 1, 2021 | 75% of Tax Increments for second half of Fiscal Year 20-21 |
| Dec. 1, 2021 | 75% of Tax Increments for first half of Fiscal Year 21-22 |
| June 1, 2022 | 75% of Tax Increments for second half of Fiscal Year 21-22 |
| Dec. 1, 2022 | 75% of Tax Increments for first half of Fiscal Year 22-23 |
| June 1, 2023 | 75% of Tax Increments for second half of Fiscal Year 22-23 |
| Dec. 1, 2023 | 75% of Tax Increments for first half of Fiscal Year 23-24 |
| June 1, 2024 | 75% of Tax Increments for second half of Fiscal Year 23-24 |
| Dec. 1, 2024 | 75% of Tax Increments for first half of Fiscal Year 24-25 |
| June 1, 2025 | 75% of Tax Increments for second half of Fiscal Year 24-25 |
| Dec. 1, 2025 | 75% of Tax Increments for first half of Fiscal Year 25-26 |
| June 1, 2026 | 75% of Tax Increments for second half of Fiscal Year 25-26 |
| Dec. 1, 2026 | 75% of Tax Increments for first half of Fiscal Year 26-27 |
| June 1, 2027 | 75% of Tax Increments for second half of Fiscal Year 26-27 |

Dec. 1, 2027 75% of Tax Increments for first half of Fiscal Year 27-28
 June 1, 2028 75% of Tax Increments for second half of Fiscal Year 27-28
 Dec. 1, 2028 75% of Tax Increments for first half of Fiscal Year 28-29
 June 1, 2029 75% of Tax Increments for second half of Fiscal Year 28-29
 Dec. 1, 2029 75% of Tax Increments for first half of Fiscal Year 29-30
 June 1, 2030 75% of Tax Increments for second half of Fiscal Year 29-30
 Dec. 1, 2030 75% of Tax Increments for first half of Fiscal Year 30-31
 June 1, 2031 75% of Tax Increments for second half of Fiscal Year 30-31
 Dec. 1, 2031 75% of Tax Increments for first half of Fiscal Year 31-32
 June 1, 2032 75% of Tax Increments for second half of Fiscal Year 31-32
 Dec. 1, 2032 75% of Tax Increments for first half of Fiscal Year 32-33
 June 1, 2033 75% of Tax Increments for second half of Fiscal Year 32-33
 Dec. 1, 2033 75% of Tax Increments for first half of Fiscal Year 33-34
 June 1, 2034 75% of Tax Increments for second half of Fiscal Year 33-34
 Dec. 1, 2034 75% of Tax Increments for first half of Fiscal Year 34-35
 June 1, 2035 75% of Tax Increments for second half of Fiscal Year 34-35
 Dec. 1, 2035 75% of Tax Increments for first half of Fiscal Year 35-36
 June 1, 2036 75% of Tax Increments for second half of Fiscal Year 35-36
 Dec. 1, 2036 75% of Tax Increments for first half of Fiscal Year 36-37
 June 1, 2037 75% of Tax Increments for second half of Fiscal Year 36-37
 Dec. 1, 2037 75% of Tax Increments for first half of Fiscal Year 37-38
 June 1, 2038 75% of Tax Increments for second half of Fiscal Year 37-38
 Dec. 1, 2038 75% of Tax Increments for first half of Fiscal Year 38-39
 June 1, 2039 75% of Tax Increments for second half of Fiscal Year 38-39

Each semi-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 River's Edge One, L.L.C. 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 six-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements being January 1, 2018. If the completion of the Minimum Improvements is delayed so that the Minimum Improvements are not fully assessed as of January 1, 2018, then the first Economic Development Grant will not begin as scheduled, but will be delayed by one (1) year. However, in no event shall the schedule of Economic Development Grants be delayed more than one year, meaning that the latest potential date for Developer's first Economic Development Grant, if eligible, is December 1, 2020.

The Economic Development Grants are only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for Economic Development 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 an Economic Development 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 and all lienholders and mortgage holders to the Development Property contemporaneous to Developer's execution of this Agreement;
- (c) compliance with the terms of this Agreement, including but not limited to timely construction and full assessment of the Minimum Improvements and compliance with the requirements of sections 6.6, 6.7, 6.8, 8.8, and 8.9; and
- (d) compliance with the terms of the Minimum Assessment Agreement and assessment of the Minimum Improvements and Development Property of at least \$8,700,000 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 Economic Development 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 Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year shall not serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development 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

full 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, 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 December 1 and June 1 according to the established schedule. (Example: assuming completion by December 2017 and first full assessment on January 1, 2018, if Developer certifies in October 2018 and the City certifies to the County by December 1, 2018, the first Economic Development Grant would be paid to Developer on December 1, 2019 (for 75% of the Tax Increment for the first half of Fiscal Year 2019-2020)). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development 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 an Economic Development Grant.

Section 8.3 Maximum Amount of Grants. The aggregate amount of the Economic Development 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 nine million dollars (\$9,000,000) over twenty 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 Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the River's Edge One, L.L.C. 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 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 River's Edge One, L.L.C. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development 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 Economic Development 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 Economic Development Grants for which Developer is eligible.

b. Each Economic Development 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 Economic Development 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 Economic Development 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 Economic Development 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. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which four (4) semi-annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

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 Economic Development 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;
- d. The assessment category for the Development Property and Minimum Improvements is commercial and Developer shall not take any action to request or effect a change in such category; and
- e. The provisions of this Section 8.6 shall survive the termination of this Agreement.

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 \$8,700,000 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 June 30, 2039 (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) (2015) 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.

8.8 Developer's Use of Economic Development Grants. Developer shall utilize a portion of the Economic Development Grants it receives under this Agreement to provide an annual rebate to each tenant of the Minimum Improvements in order to reduce the rent or other costs of tenancy for the tenants occupying the Minimum Improvements, as set forth below; it being the stated intent of the parties to utilize the Grants to assist in making the office space in the Minimum Improvements more affordable. Upon receipt of each Economic Development Grant, Developer shall be entitled to retain the first \$50,000 of such Economic Development Grant. Thereafter, Developer shall first divide the Grant equally by the number of square feet under lease by all tenants to determine a "unit rebate amount." If the unit rebate amount exceeds \$1.50, Developer may retain the amount in excess of \$1.50 per unit rebate amount. During the calendar year in which such Economic Development Grant was received, Developer shall provide each tenant with a credit or rebate equal to the unit rebate amount (which will not exceed \$1.50) times the number of square feet being rented by the tenant or offset the tenants' cost of occupying the space by the same amount. Developer's failure to comply with this requirement shall be an Event of Default and in addition to any other available remedies the City shall be relieved of all obligations (including any obligation to make any further Economic Development Grants) to Developer under this Agreement. Developer shall certify that it has complied with this obligation in each Annual Certification provided pursuant to Section 6.7.

8.9 Relocation. Developer agrees and covenants that it will not, absent written consent from the City, whose consent shall be granted to the extent allowed by law, sell or lease the Minimum Improvements or Development Property to any enterprise that is Relocating to the City from another part of Pottawattamie County outside of the City's limits or from a contiguous county in Iowa. Relocating or Relocation means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county (outside the City's limits) or a contiguous county in the State. In general, use of urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives from the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (a fair play or neutrality agreement), or if the City finds the use of tax increment in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of state and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of this provision, as determined by the City in its sole, reasonable discretion, the City shall have the following remedy:

- (a) Each unpaid Economic Development Grant will be reduced by the pro-rated amount of the space leased or sold to the Relocating enterprise; such reduction shall apply for so long as the Relocating enterprise continues to own or rent the space in the Minimum Improvements.
- (b) For purposes of these remedies, the pro-rata percentage is determined by taking the amount of square footage rented or owned by the Relocating enterprise and dividing it by the total square footage of usable space in the Minimum Improvements.

ARTICLE IX. FORGIVABLE LOAN

Section 9.1. Forgivable Loan. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Forgivable Loan to Developer in the amount of \$174,594 (the "Forgivable Loan") for the purpose of acquiring the Development Property. The Developer shall not be required to issue payment to the City for the purchase price of the Development Property prior to transfer of the Development Property but shall instead execute the Promissory Note as described below.

Section 9.2. Conditions Precedent. Notwithstanding the provisions of Section 9.1 above, the City's obligations to grant Developer the Forgivable Loan under this Agreement shall be subject to satisfaction of the following conditions precedent:

Execution Version

- a. Developer shall be in compliance with all terms and provisions of this Agreement; and
- b. Developer shall have executed a Promissory Note in the form attached as Exhibit F.

Section 9.3 Forgiveness of the Forgivable Loan.

a. The Forgivable Loan shall be forgiven at the rate of \$34,919 of the total amount of the Forgivable Loan initially granted to Developer, per year, for five (5) years beginning on December 31, 2017, and on each subsequent December 31, thereafter, until the principal amount of the Promissory Note has been reduced to \$0.00, assuming:

(i) the Developer is in compliance with all terms, conditions and obligations of this Agreement as of the date the loan forgiveness is to be granted; and

(ii) the Developer has submitted its Annual Certifications pursuant to Section 6.7 hereof including all requested information, and the Annual Certification (or other information) does not show that any Event of Default has occurred or is occurring, or the prior occurrence of an Event of Default that was not cured or cannot reasonably be cured. The City will, on an annual basis beginning in 2017, make a determination that Developer is in compliance with the terms, conditions and obligations of this Agreement (and Developer will supply to the City any substantiation documentation reasonably requested by the City in order to make this determination) and will notify Developer by each November 1 if the Developer does not qualify for the applicable year of loan forgiveness, and provide written description of the reason for such failure to qualify, and what specific actions Developer must take in order to cure such failure to qualify.

(iii) In the event City notifies Developer that it fails to qualify for the applicable year of Loan forgiveness, Developer shall have thirty (30) days within which to cure such failure to qualify by taking such actions stated in City's notice. If Developer cures such failure to qualify within such period, Developer shall qualify for such year's Loan forgiveness portion.

Section 9.4 Forgivable Loan Default. If the loan is not forgiven and/or repaid by Developer pursuant to the terms of this Agreement, then an Event of Default has occurred, in which event the City has all the rights under this Agreement and under the terms of the Promissory Note.

Section 9.5 Promissory Note. The Developer will execute a Promissory Note in the form attached as Exhibit F to this Agreement as a condition precedent to the grant of the Forgivable Loan (See Section 9.2(b)). The Promissory Note will be reduced by \$34,919 of the initial balance of the Forgivable Loan by each December 31 for five (5) years beginning December 31, 2017 provided the conditions contained in this Article are satisfied. The City will provide notice to Developer by November 1 if Developer fails to qualify for that year's loan forgiveness as described in this Article. Should Developer fail to qualify for loan forgiveness in whole or in part during the first five (5) years of this Agreement, subject to Developer's right to cure as provided herein, the entire principal amount of the Forgivable Loan then due will become immediately due and payable within 30 days of the time the City shall send notice to the Developer of Developer's failure to qualify for loan forgiveness, subject to Developer's right to cure. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due.

Section 9.6 Cancellation of Promissory Note. The Promissory Note will be cancelled when no outstanding balance of the Note exists. No outstanding balance will exist upon occurrence of any combination of forgiveness and/or payment totaling the full amount of the Forgivable Loan.

Section 9.7 Limitations. The Forgivable Loan and the Economic Development Grants shall be the only monetary consideration given by the City to the Developer in connection with this Agreement. The Forgivable Loan is only for the Project described in this Agreement and not any future projects which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council. Developer agrees that prior to the Termination Date it will not seek any additional incentives with respect to its operations at the Minimum Improvements. Notwithstanding the above, the provisions of this Section 9.7 shall not limit, restrict or prevent tenants of the Minimum Improvements from obtaining economic incentives from the County or State of Iowa, provided such incentives are not otherwise contrary to, and do not violate, the terms of this 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 completed and the operations to continue pursuant to the terms and conditions of this Agreement, where such failure is not due to any Unavoidable Delay, and where such failure continues for thirty (30) days beyond the deadline for performance provided herein;

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, including but not limited to Sections 6.6, 6.7, 6.8, 8.8 or 8.9 of this Agreement;

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

f. Developer 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 10.1 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; or
- d. 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 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.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and is uncured, and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

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 River's Edge One, L.L.C., at 2285 S. 67th Street, Suite 250, Omaha, NE 68106, Attn: Jay B. Noddle, Manager;
- 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. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Execution Version

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, 2039, 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: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Marcy Worden, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Matt Walsh and Marcy Worden, 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: Lot 1, Block 7, River's Edge Subdivision Replat One

Address: 4200 Rivers' Edge Parkway

Parcel Number 7544 28 357 001 (Pottawattamie County)

EXHIBIT B

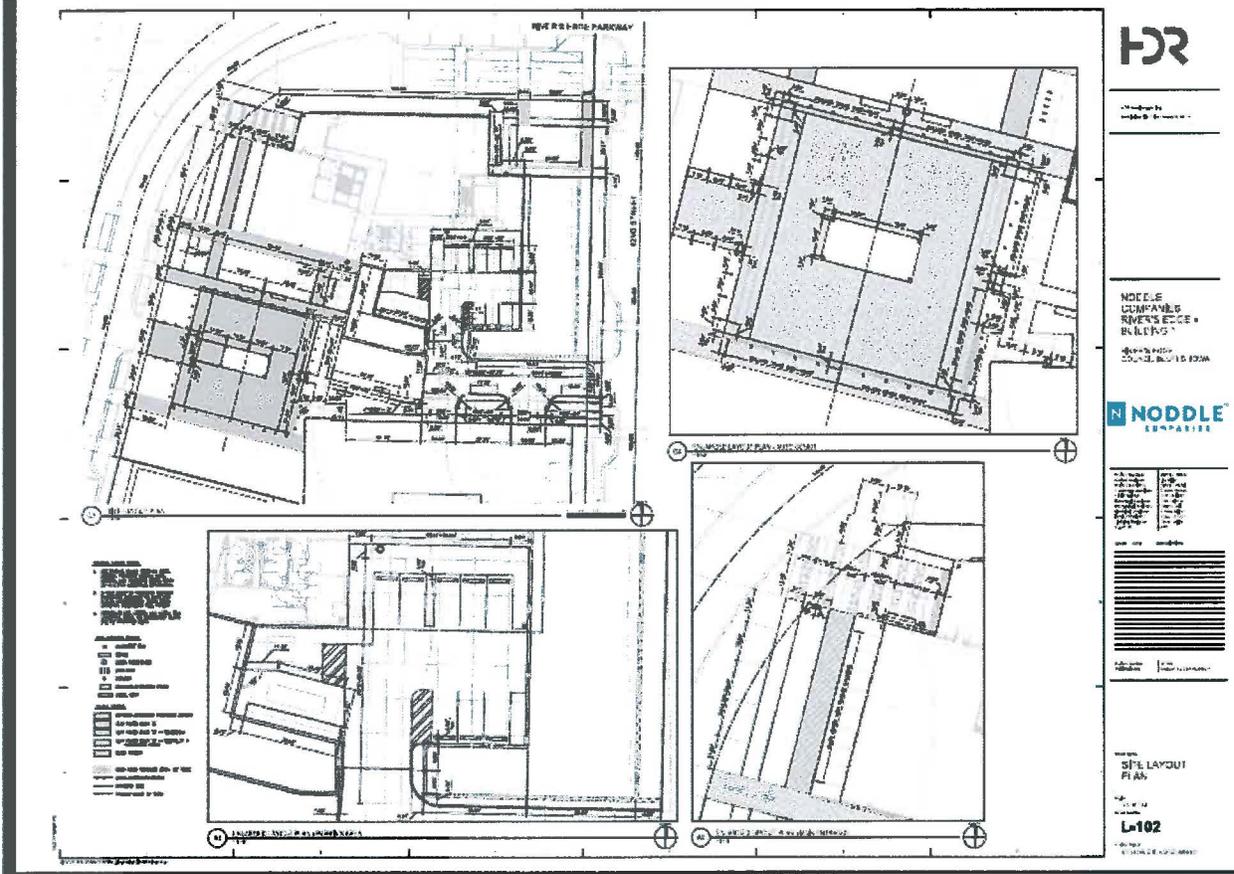
MINIMUM IMPROVEMENTS

Minimum Improvements shall mean the construction of an approximately 65,000 square foot administrative multi-tenant leased office building on the Development Property. The Minimum Improvements shall be in substantial conformance with the diagrams set forth in Exhibit B-1, and the construction of the Minimum Improvements shall be coordinated and consistent with the City's construction of a piazza planned for property adjacent to the Development Property.

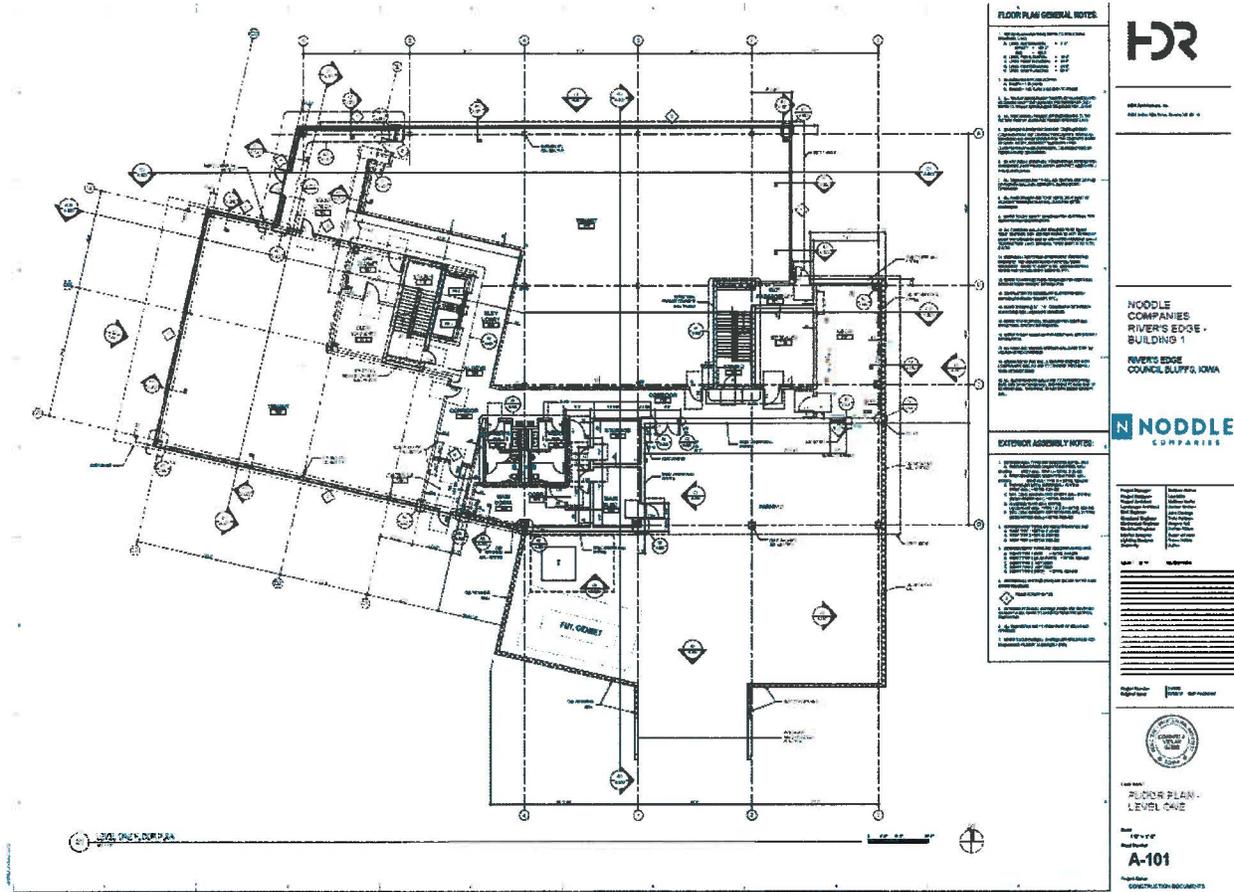
The proposed Project is estimated to require an investment of approximately \$8,700,000 for building and improvements. The construction of the Minimum Improvements is expected to be completed by December 31, 2017, subject to Unavoidable Delays.

The increased value after construction of the Minimum Improvements for the purpose of this Agreement is required to be at least \$8.7 million pursuant to the Minimum Assessment Agreement entered into by and among the City, Developer and the Pottawattamie County Assessor.

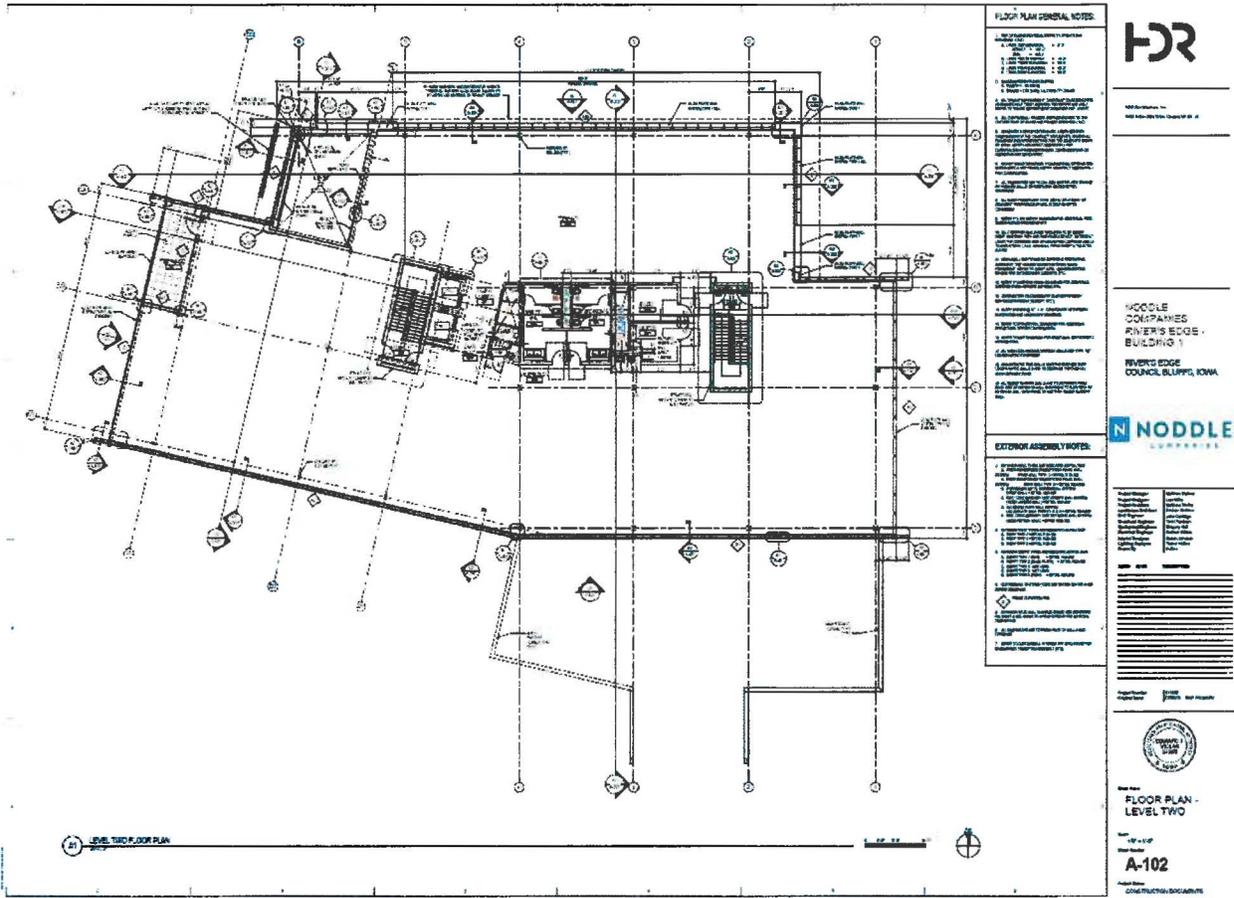
Exhibit B-1 Construction Plans



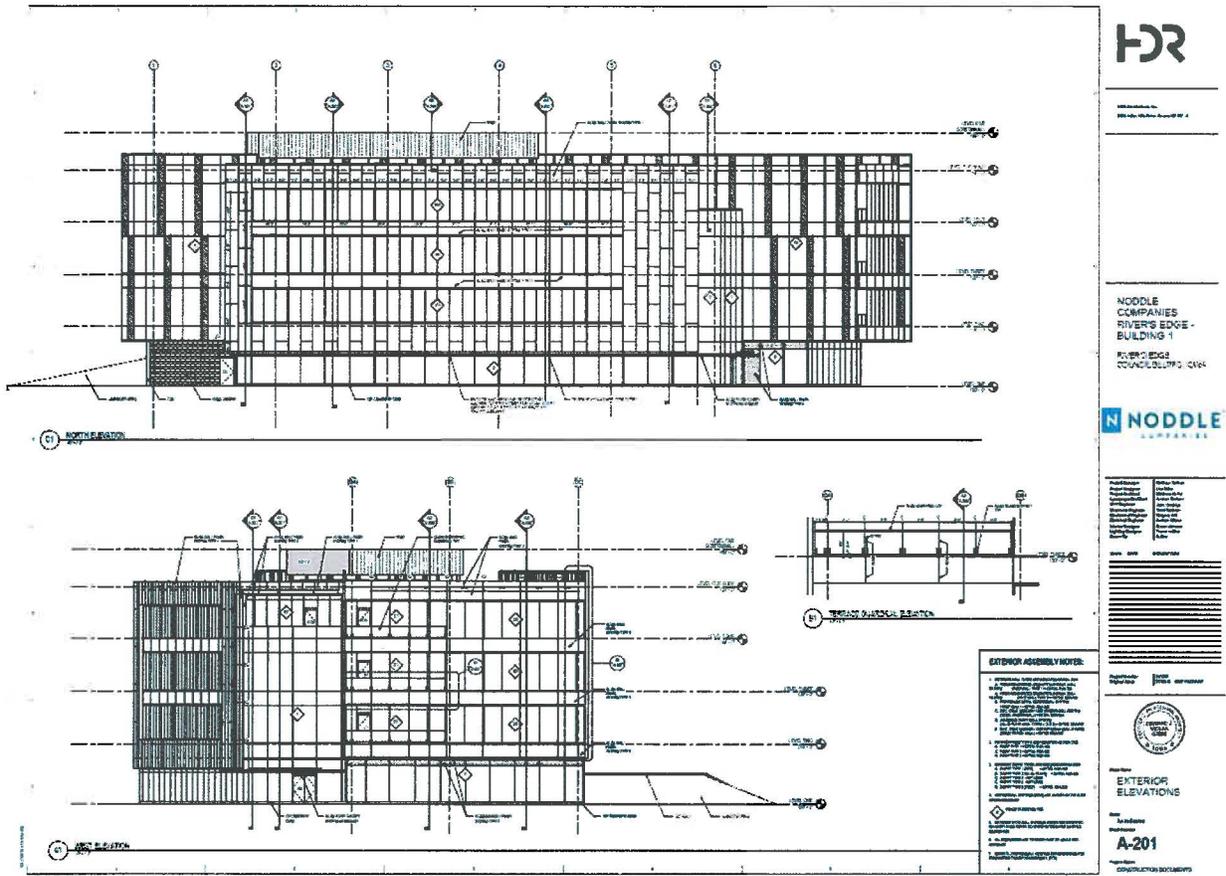
Execution Version



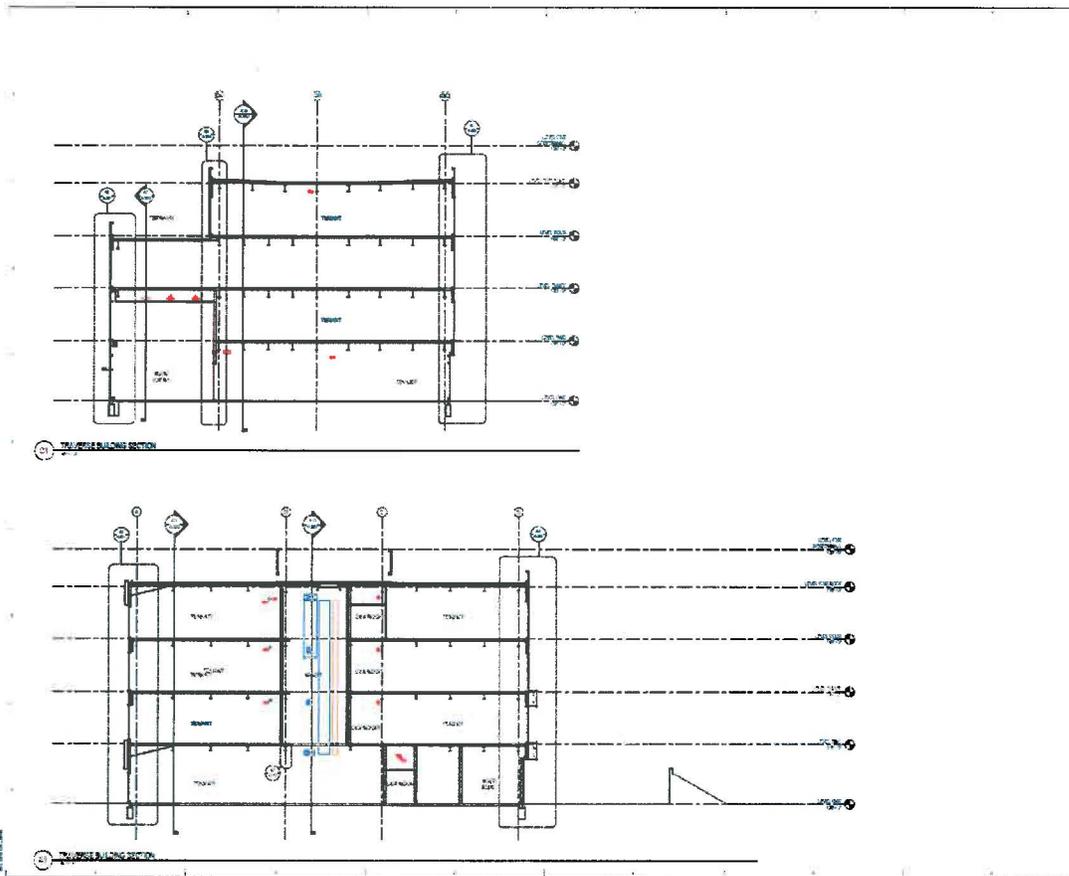
Execution Version



Execution Version



Execution Version



400 North ...
 300 ...

NOODLE
 COMPANIES
 RIVERS EDGE -
 BUILDING 1
 RIVERS EDGE
 COUNCIL BLUFFS, IOWA



| | |
|--------------------------|------------------|
| Architect | NOODLE COMPANIES |
| Engineer | ... |
| Interior Designer | ... |
| Structural Engineer | ... |
| Mechanical Engineer | ... |
| Electrical Engineer | ... |
| Plumbing Engineer | ... |
| Fire Protection Engineer | ... |
| Energy Consultant | ... |
| Construction Manager | ... |
| General Contractor | ... |
| Construction Safety | ... |



SECTION -
 BUILDING
 A-301
 THE PLANNING SOCIETY



Execution Version

EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Council Bluffs, Iowa (the "City") and River's Edge One, L.L.C. (the "Developer"), did on or about the ____ day of _____, 20__, make, execute and deliver, each to the other, an 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:

Platted as: Lot 1, Block 7, River's Edge Subdivision Replat One

Address: 4200 Rivers' Edge Parkway

Parcel Number: 7544 28 357 001 (Pottawattamie County)

(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.

Execution Version

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: _____

ATTEST:

Matt Walsh, Mayor

By: _____

Marcy Worden, City Clerk

STATE OF IOWA)

) SS

COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 20___, before me a Notary Public in and for said State, personally appeared Matt Walsh and Marcy Worden, 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 D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Council Bluffs, Iowa (the "City"), and River's Edge One, L.L.C., an Iowa limited liability company ("Developer") did on or about the ____ day of _____, 2016, make, execute and deliver, each to the other, an 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:

Platted as: Lot 1, Block 7, River's Edge Subdivision Replat One

Address: 4200 Rivers' Edge Parkway

Parcel Number: 7544 28 357 001 (Pottawattamie County)

(the "Development Property"); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2016 and terminates on December 31, 2039, 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:

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.

Execution Version

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 _____, 2016.

[signatures to follow on next pages]

(SEAL)

CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Marcy Worden, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Matt Walsh and Marcy Worden, 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 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 \$_____;

(iii) the Minimum Improvements are occupied by the following non-retail commercial enterprise(s) employing individuals therein:

(iv) The Economic Development Grants have been used by Developer to provide rebates to the tenants or offset their cost of occupying the Minimum Improvements as follows:

| Tenant | Square Feet Rented | Rebate Amount | Unit | Total Rebate (square feet rented multiplied by the rebate unit amount) |
|--------|--------------------|---------------|------|---|
| | | | | |
| | | | | |

(v) the undersigned officers 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__.

RIVER'S EDGE ONE, L.L.C.

By: _____

This instrument was acknowledged, signed and sworn to before me on _____ by _____ and _____ as _____ and _____ of River's Edge One, L.L.C.

Notary Public in and for the State of _____

Attachments: (a) proof of payment of taxes (b) proof of occupancy

EXHIBIT F

COPY OF PROMISSORY NOTE

\$174,594 _____, 2016

FOR VALUE RECEIVED, River's Edge One, L.L.C. (the "Borrower") agrees and promises to pay to the order of the CITY OF COUNCIL BLUFFS (the "Lender") the sum of \$174,594, which is the total amount of the Forgivable Loan as defined in that certain Development Agreement dated _____, 2016 between Borrowers and Lender. The following are the terms of this Promissory Note ("Note").

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

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

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

4. If this Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the Lender's exercise of any or all of its

rights and remedies under this Note, including, without limitation, court costs, and attorneys' fees.

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

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

7. This Note is also subject to the terms and conditions of the Development Agreement, and to the extent that the terms of this Note conflict with the terms of the Development Agreement, the terms of the Development Agreement shall be controlling.

IMPORTANT: READ BEFORE SIGNING: The terms of this Note and the Development Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained may be legally enforced. You may change the terms of this Note only by another written agreement.

RIVER'S EDGE ONE, L.L.C.

By: _____
Jay B. Noddle, Manager

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared Jay B. Noddle, to me personally known, who, being by me duly sworn, did say that he is the Manager of River's Edge One, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Mr. Noddle as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT G

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement" or "Assessment Agreement"), is dated as of _____, 2016, 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, 2015, as amended, and Chapter 15A (the "Urban Renewal Act"), and River's Edge One, L.L.C., an Iowa limited liability company having an office for the transaction of business at 2285 S. 67th Street, Suite 250, Omaha, NE 68106 ("Developer").

WITNESSETH:

WHEREAS, the City and Developer have entered into an Agreement for Private Development dated as of _____, 2016 ("Development Agreement" or "Agreement") regarding certain real property located in the City which is legally described as follows:

Platted as: Lot 1, Block 7, River's Edge Subdivision Replat One

Address: 4200 Rivers' Edge Parkway

Parcel No. 7544 28 357 001

(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.

NOW, THEREFORE, the parties to this 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, 2018, 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 Eight Million Seven Hundred Thousand Dollars (\$8,700,000) (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 June 30, 2039 (the "Assessment Agreement Termination Date"). This means that the Minimum Improvements and Development Property will be required to have a Minimum Actual Value pursuant to this Minimum Assessment Agreement of at least \$8,700,000 until as of January 1, 2037, which shall govern the taxes collected for the entire fiscal year 2038-2039. 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: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Marcy Worden, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2016, before me a Notary Public in and for said State, personally appeared Matt Walsh and Marcy Worden, 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

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that upon completion of the Minimum Improvements, but in no event later than January 1, 2018, the actual value assigned to the Minimum Improvements and the Development Property shall not be less than Eight Million Seven Hundred Thousand Dollars (\$8,700,000) (including taxable equipment value) all until the Assessment Agreement Termination Date of this Minimum Assessment Agreement.

Assessor for the County of Pottawattamie, Iowa.

Date

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

Subscribed and sworn to before me by _____, Assessor for the County of Pottawattamie, Iowa.

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
RESERVED

EXHIBIT I

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

Preparer Information:

Kristin B. Cooper
100 Court Avenue, Suite 600
Des Moines, IA 50309-2231
Phone: (515) 243-7611

Taxpayer Information:

River's Edge One, L.L.C.
2285 S. 67th Street, Suite 250
Omaha, NE 68106

Return Document to:

River's Edge One, L.L.C.
2285 S. 67th Street, Suite 250
Omaha, NE 68106

Grantors: City of Council Bluffs, Iowa

Grantees: River's Edge One, L.L.C.

Legal Description: See Page 2

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 RIVER'S EDGE ONE, L.L.C., an Iowa limited liability company ("Grantee"), the following described real estate in Pottawattamie County, Iowa:

Platted as: Lot 1, Block 7, River's Edge Subdivision Replat One

Address: 4200 Rivers' Edge Parkway

Parcel No. 7544 28 357 001

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Development Agreement, executed by the Grantor and Grantee herein, dated _____, 2016, as amended (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 Development 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 revert 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: _____, 2016.

By _____
Mayor

By: _____
City Clerk

STATE OF IOWA, COUNTY OF POTTAWATTAMIE:

Execution Version

On _____, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, 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

EXHIBIT J
[RESERVED]

EXHIBIT L
IDOT/CITY MEMORANDUM OF UNDERSTANDING
[following 5 pages]

IOWA DEPARTMENT OF TRANSPORTATION
Memorandum of Understanding

| | |
|------------------|-----------------------|
| County | <u>Pottawattamie</u> |
| City | <u>Council Bluffs</u> |
| Project No. | <u>None</u> |
| Iowa DOT | |
| Agreement No. | <u>2015-18-222</u> |
| Staff Action No. | <u>S-2014-0802</u> |

This Memorandum of Understanding, hereafter designated "MOU", is entered into between the Iowa Department of Transportation, hereafter designated "DOT", and City of Council Bluffs, Iowa, a Local Public Agency, hereafter designated "LPA" in accordance with Iowa Code Section 28E.

Whereas, the DOT proposes to establish or make improvements to I-28/I-80 within Council Bluffs area in Pottawattamie County, Iowa; and

Whereas, the LPA wishes to make improvements to U.S. 6 and Iowa 192 within the city and the DOT wishes to transfer ownership of U.S. 6 and Iowa 192 within the city.

NOW THEREFORE, the parties hereto have entered into this MOU.

1. PURPOSE

- A. The purpose of the MOU is to clarify I-28/I-80 improvement plans for interchange modifications and access improvements and future transfer of jurisdiction within the city.

2. ROLES AND RESPONSIBILITIES

- A. The DOT plans to improve access to Rivers Edge Development (Playland Park area) by making interim improvements to I-28/I-480 interchanges at S. 40th Street by December 2016 and Benson Street/Avenue G by the fall of 2017 (Exhibit A-1) and to improve access to that area with the reconstruction of the I-28/I-480 interchange.
- B. The LPA understands that the current priority for the DOT is to complete Segment 2 and Segment 3 of the DOT I-28/I-80 improvements. These segments will remain the DOT priority to complete the overlap section of I-80/I-28.
- C. The LPA understands that the DOT will plan to begin construction on Segment 2 and Segment 3 and then begin Segment 4 so that Segment 4 is completed simultaneously with Segment 2 and 3.
- D. The LPA agrees to negotiate the future transfer of jurisdiction of U.S. 6 from 36th Street east to 6th Street (Exhibit A-2) and Iowa 192 from U.S. 6 north to Big Lake Road (Exhibit A-3). A separate Transfer of Jurisdiction Agreement will be negotiated between the DOT and the LPA in Fiscal Year 2018 to complete the transfers.
- E. The LPA agrees to negotiate the future transfer of jurisdiction of U.S. 6 (East Kanawville) from 6th Street easterly to the west ramp terminal of I-80 upon the completion of the I-28/I-480 interchange reconstruction (Exhibit A-4). A separate Transfer of Jurisdiction Agreement will be negotiated between the DOT and the LPA to complete the transfers. Settlement will be determined at the time of the transfers and will be based on the cost to bring the roadway transfer segments up to a near new state of repair.

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

CITY OF COUNCIL BLUFFS:

By: *Marcia L. Worden* Date: *10/15*, 20*15*
Title: Mayor
I, *Marcia L. Worden*, certify that I am the Clerk of the City, and that *Matthew J. Webb*,
who signed said Agreement for and on behalf of the City was duly authorized to execute the same on
the *15th* day of *Oct.*, 20*15*.
Signed: *Marcia L. Worden*
City Clerk of Council Bluffs, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

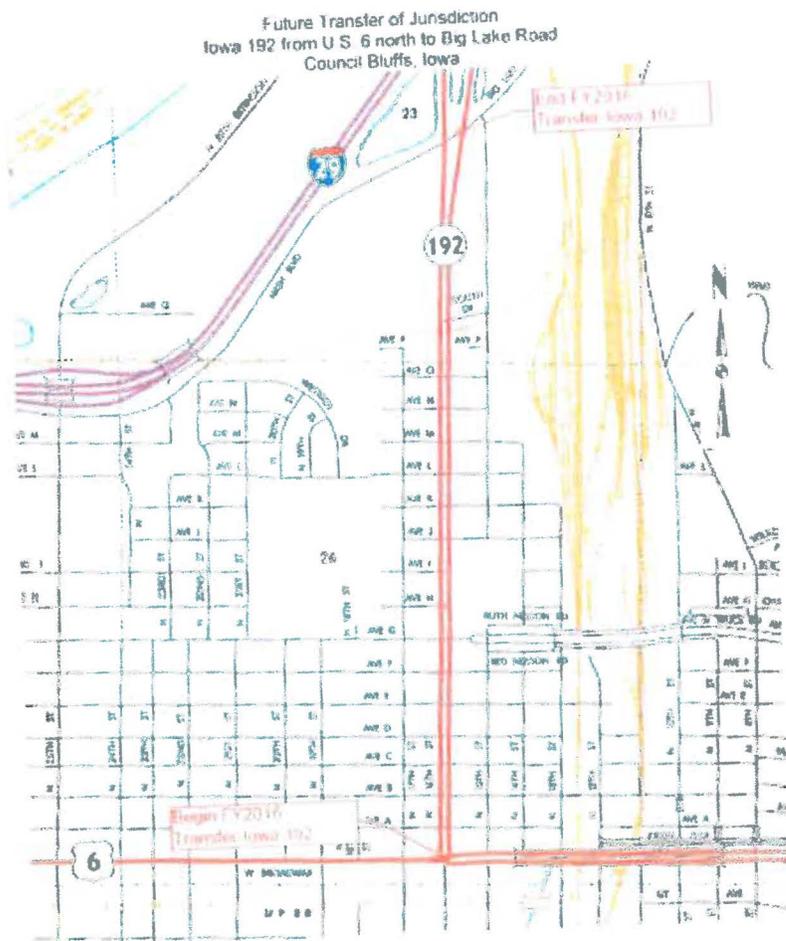
By: *Troy A. Jerman* Date: *October 26*, 20*15*
Troy A. Jerman
District Engineer
District 4

EXHIBIT A-1



Future Transfer of Jurisdiction
U S 6 from 36th Street east to 6th Street
Council Bluffs, Iowa





2015-16-222_CouncilBluffs/ACU docx

01214369-1\10342-128

RESOLUTION 16-173

(These agenda item(s) should be incorporated with the other items in your regular agenda and posted/published as required.)

AGENDA ITEM(S)

Governmental Body: The City Council of the City of Council Bluffs in the State of Iowa.

Date of Meeting: July 11, 2016.

Time of Meeting: 7:00 P.M.

Place of Meeting: Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Playland Park Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with River's Edge One, L.L.C.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Council Bluffs and River's Edge One, L.L.C.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

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

July 11, 2016

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: _____

* * * * *

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 a Development Agreement by and between the City of Council Bluffs and River's Edge One, L.L.C., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City 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 A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND RIVER'S EDGE ONE, L.L.C.", 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 _____, 2016, 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. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF COUNCIL BLUFFS AND RIVER'S
EDGE ONE, L.L.C.

WHEREAS, by Resolution No. 03-138, adopted June 23, 2003, and amended by Amendment No. 1 in 2005, Amendment No. 2 in 2009, Amendment No. 3 in 2014, and Amendment No. 4 in 2016, 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") 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, 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 has received a proposal from River's Edge One, L.L.C. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Playland Park Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of a 65,000 square foot administrative multi-tenant leased office building, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to forty (40) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 75% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$9,000,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would also obligate the City to transfer the Development Property to Developer for a Purchase Price of \$174,594 to be financed by the City in the form of a forgivable loan, all 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 a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$8,700,000; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development and blight remediation 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 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, 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 loans and 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 of the Iowa Code, 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 11th day of July, 2016.

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 corporate 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 public hearing 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 (a copy of the face sheet of the agenda being attached hereto) 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 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 _____, 2016.

City Clerk, City of Council Bluffs, State of Iowa

{SEAL}

01252308-1\10342-128

Council Communication
July 11, 2016

| | | |
|--|------------------------------|--|
| Department: Community Development | Resolution No. <u>16-174</u> | Resolution Setting PH: 5/23/16 Public Hearing: 7/11/16 Resolution Approving: 7/11/16 |
| Subject/Title | | |
| Public hearing on the parking facility lease purchase agreement for the River's Edge Parking Facility and a resolution making final determination on potential transfer of interest in real property to River's Edge Parking, LLC and taking additional action approving and authorizing execution of the Parking Facility Lease Purchase Agreement in the amount of not to exceed \$17,000,000 for the lease purchase acquisition of the River's Edge Parking Facility. | | |
| Background/Discussion | | |
| <p>On December 14, 2015, City Council adopted Resolution No. 15-332 approving a memorandum of understanding with Noddle Development Company doing business as River's Edge Parking, LLC (Developer) and the Iowa West Foundation (Guarantor) on the construction and lease of a 725 stall parking garage in the Playland Park Urban Renewal Area. The parking garage would be constructed on Lot 2 of Block 7 of Replat One. A development agreement has been drafted that describes the roles and responsibilities of the City, Developer and Guarantor. Although the agreement contains numerous provisions, the primary commitments contained in the agreement include:</p> <p><u>Developer</u> – Contracting for the design, construction and operation of the parking garage; managing design and construction activities; and securing financing sufficient to cover the costs of design and construction.</p> <p><u>Guarantor</u> – Providing an initial \$2,000,000 lease payment for the design and construction of the parking garage and providing a construction loan guarantee on any shortfall of tax increment financing funds.</p> <p><u>City</u> – Installing public infrastructure necessary for the construction of the parking garage; disposing Lot 2 Block 7 of River's Edge Replat One to the Developer for \$240,296; making a second initial lease payment in the amount of \$2,240,296 for the design and construction of the parking garage; and making 20 annual lease payments over a 20 year term using tax increment financing and funds from land sales.</p> <p>Resolution 16-125 approved on May 23, 2016, set a public hearing for July 11, 2016 and approved the minimum development requirements, competitive criteria and procedures for disposition of certain property located within the Playland Park Urban Renewal Area. It also determined that the proposal submitted by River's Edge Parking, LLC, satisfies the offering requirements and declared the intent of the City to enter into a Lease Purchase Agreement by and between the City of Council Bluffs, Iowa, and River's Edge Parking, LLC, in the event that no competing proposals are submitted; and lastly solicited competing proposals. This required the City to ask the public for other proposals in addition to the one submitted by the Developer. This also required providing notice by publication in a newspaper having a general circulation to the community 30 days prior to the execution of a contract involving the transfer of property. Proposals were due to the City Clerk's office by 10 a.m. on June 27, 2016. None were received.</p> | | |

Council Communication
July 11, 2016

Resolution 16-126, also approved on May 23, 2016, set a public hearing for July 11, 2016 on the authorization of a Parking Facility Lease Purchase Agreement not to exceed \$17,000,000 for the lease purchase acquisition of the River's Edge Parking Facility.

Staff Recommendation

Approval of the resolution making final determination on potential transfer of interests in real property to River's Edge Parking, LLC and taking additional action approving and authorizing execution of the Parking Facility Lease Purchase Agreement in the amount of not to exceed \$17,000,000 for the lease purchase acquisition of the River's Edge Parking Facility.

Attachments

1) Resolution making final determination on potential transfer of interests in real property to River's Edge Parking, LLC and taking additional action approving and authorizing execution of the Parking Facility Lease Purchase Agreement in the amount of not to exceed \$17,000,000 for the lease purchase acquisition of the River's Edge Parking Facility.

2) The Parking Facility Lease Purchase Agreement has been provided under separate cover.

Prepared by: Brenda Carrico, Program Coordinator, Community Development Department

Approved by: Brenda Carrico, Program Coordinator, Community Development Department

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made and entered into effective as of the date of the last to sign of the parties (the "Effective Date") by and among, City of Council Bluffs, a political subdivision of the State of Iowa ("City"), Iowa West Foundation, an Iowa nonprofit corporation ("Iowa West"), and Noddle Development Company, LLC, a Nebraska limited liability company, or its assignee or designee ("Noddle").

RECITALS:

WHEREAS, the City is the fee simple owner of the River's Edge Area (as depicted in Exhibit "A" and hereinafter defined); and

WHEREAS, the City has caused the preparation of a master plan for the River's Edge Area and has commenced implementation of said plan with the installation of public improvements; and

WHEREAS, Noddle intends to develop one or more office buildings in the River's Edge Area; and

WHEREAS, the River's Edge Area requires a parking structure to achieve the building density contemplated in the master plan, provide event parking for Tom Hanafan River's Edge Park, and office building parking; and

WHEREAS, the parties desire to confirm their current understanding of the general terms, provisions and conditions with respect to the construction and funding of parking garage and related matters by way of executing this Memorandum.

NOW, THEREFORE, the parties hereby mutually understand and agree as follows:

ARTICLE 1 PROPERTY AREA DEFINITIONS

The following are definitions for various areas of real property located in Council Bluffs, Iowa:

1.1 River's Edge Area shall mean that certain real property platted as the River's Edge Blocks 1 through 7 as depicted in Exhibit "A".

1.2 The Garage Parcel shall mean Lot 2 of Block 7, River's Edge Replat One consisting of approximately 1.577 acres as depicted in Exhibit "B" subject to survey.

1.3 The Parking Garage shall mean a parking structure consisting of approximately 750 parking stalls and associated entrances, ramps, elevators, stairwells, and mechanical equipment.

ARTICLE 2 PURPOSE

2.1 Purpose of this Memorandum. The purpose of this Memorandum between the City and Iowa West and Noddle is to detail the terms and conditions of the design, construction, and funding of the Parking Garage.

2.2 Effect of this Memorandum. Except as expressly provided herein, this Memorandum is not intended to be binding and enforceable but instead is intended to set forth the current understanding and intentions of the parties with respect to the matters described herein in order for the City to obtain approval from the Council Bluffs City Council and for Iowa West to obtain approval from the Iowa West Foundation Board of Directors.

**ARTICLE 3
MASTER PLAN**

3.1 Master Plan. The City shall implement the River's Edge Master Plan as approved by the Council Bluffs City Council on October 27, 2014.

3.2 Public Infrastructure. The City of Council Bluffs as commenced the grading and filling of the River's Edge Area and installation of underground utilities. In consideration of River's Edge Parking's obligations to construct the Parking Garage, the City of Council Bluffs shall complete the installation of all public infrastructure to the parcel boundaries depicted in the Master Plan including but not limited to storm sewer, sanitary sewer, water, natural gas, electric power, street paving sidewalks, street lighting, street signage, street landscaping, and hardscape.

3.3 Public Park. In addition to the Public Infrastructure described above, the City will be developing a new .91 acre public park west of Block 1 including a community building, turf open space, and play areas/hardscape.

3.4 40th Street Access. City will use its best efforts, and cooperate with the Iowa Department of Transportation, to improve access to the River's Edge Area from West Broadway at 40th Street, and pursue improved connections from I-480 to 41st Street and from Avenue G to Ave B.

**ARTICLE 4
DEVELOPMENT ENTITY**

Iowa West and Noddle have formed a special purpose entity, River's Edge Parking, LLC, ("River's Edge Parking") for the purpose of contracting for the design, construction, and operation of the Parking Garage.

**ARTICLE 5
GARAGE PARCEL PURCHASE**

5.1 Purchase Price. River's Edge Parking shall purchase Block 1, Lot 2 for a price equal to \$3.50 per square foot of land, subject to survey.

5.2 Forgivable Note. The Purchase Price shall be paid by means of a forgivable note. The note shall be forgiven over a period of three (3) years provided River's Edge Parking has constructed the Parking Garage.

**ARTICLE 6
PARKING GARAGE FUNDING**

6.1 Initial Capital Contributions. City shall contribute \$2,000,000 and Iowa West shall provide the City with a \$2,000,000 grant (a total of \$4,000,000 collectively) for the design and construction of the Parking Garage.

6.2 Construction Loan. River's Edge Parking shall obtain a construction loan in the amount of approximately \$7,542,000 consisting of \$7,217,000 of project cost plus \$325,000 of capitalized interest, at an annual interest rate of approximately 4.50%, with an amortization term of 20 years.

6.3 Tax Increment Proceeds. The City shall pay to Rivers Edge Parking all Tax Increment Proceeds collected from the Rivers Edge Area, less Tax Increment Proceeds paid to developers for new projects within

the Rivers Edge Area, plus all Tax Increment Proceeds from the Parking Garage until such time as the Construction Loan is paid in full.

6.4 Construction Loan Guarantee. Iowa West shall guarantee the Construction Loan and provide for any shortfall in the Tax Increment Proceeds necessary to fund the principal and interest payments of the Construction Loan without additional interest paid to Iowa West. The Tax Increment Proceeds shortfall is estimated to be approximately \$1,575,500 accumulated over a period of five (5) years and estimated to be repaid to Iowa West by surplus Tax Increment Proceeds over the following seven (7) years. Surplus Tax Increment Proceeds after repayment of the Construction Loan Guarantee shall be retained by the City.

ARTICLE 7 LEASE PURCHASE OPTION

Rivers Edge Parking and the City shall enter into a Lease Purchase Agreement providing the City with the option to acquire the Parking Garage and Parking Garage Parcel at any time after the fifth year following completion of the Parking Garage. The lease amount shall be equal to the Tax Increment Proceeds and the purchase price shall be equal to the outstanding balance of the Construction Loan plus the outstanding balance of Construction Loan Guarantee.

ARTICLE 8 MISCELLANEOUS

8.1 Expenses. With respect to the negotiations contemplated herein and the relationship between the parties, each of the parties will be solely responsible for and bear all of its own respective expenses, including without limitation, expenses of legal counsel, accountants and other advisors.

8.2 Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties may execute this Memorandum by means of facsimile or electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties to the extent provided herein and shall be construed as originals.

8.3 Non-Binding Agreement. This Memorandum is intended by the parties to be an outline of the major transaction provisions only for the purpose of providing a basis upon which the parties can negotiate a final development agreement. The City's obligations described herein are expressly contingent upon approval by the Council Bluffs City Council. Iowa West's obligations described herein are expressly contingent upon approval by the Iowa West Foundation Board of Directors.

The parties do not intend this Memorandum to be a legal document, nor is it intended to have any binding legal effect. Neither the City nor Iowa West nor Noddle shall have any obligation or incur any liability resulting from this Memorandum.

Actions taken by either the City or Iowa West or Noddle, including but not limited to expenditure of funds, incurring or canceling other commitments or acts taken to implement any of the provisions of this Memorandum shall not be construed as part performance of the terms and conditions contained herein, nor shall the party taking such action be regarded as having changed its position in reasonable reliance on the terms and conditions contained herein, so as to give rise to a claim of promissory estoppel or other equitable claims.

While the parties may commence or continue negotiations relating to the proposed transaction described above, each party reserves the right to terminate such negotiations at any time, with or without cause and for any reason, without any liability to the other party.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date of the last signed of the parties below:

City of Council Bluffs,
a political subdivision of the State of Iowa

By: Matthew J. Walsh

Name: Matthew J. Walsh

Title: Mayor

Date: 12/17/2015

Iowa West Foundation,
an Iowa nonprofit corporation

By: Peter Tulipano

Name: Peter Tulipano

Title: President & CEO

Date: 12/4/2015

Noddle Development Company, LLC
Nebraska limited liability company

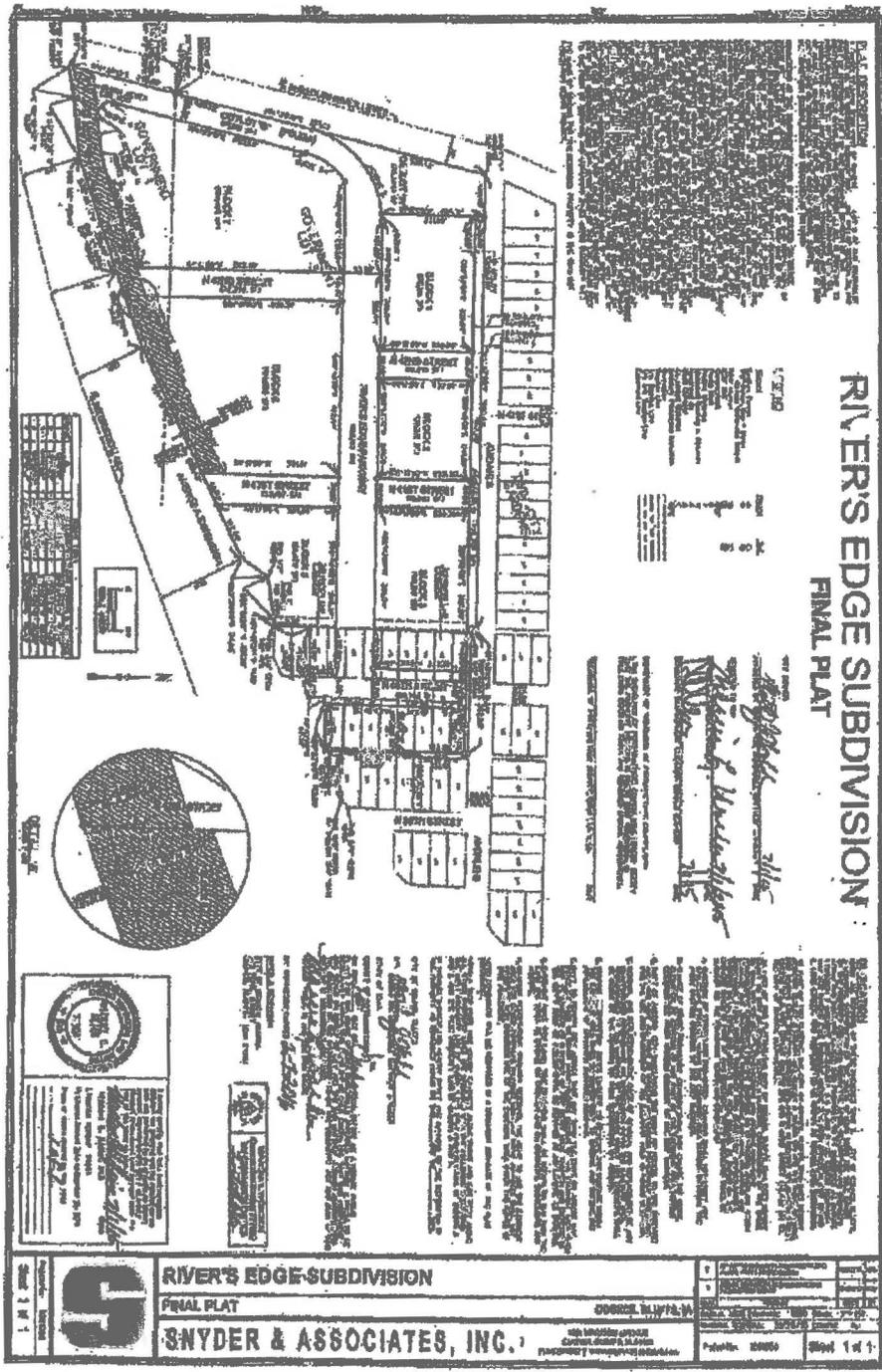
By: Jay Noddle

Name: Jay Noddle

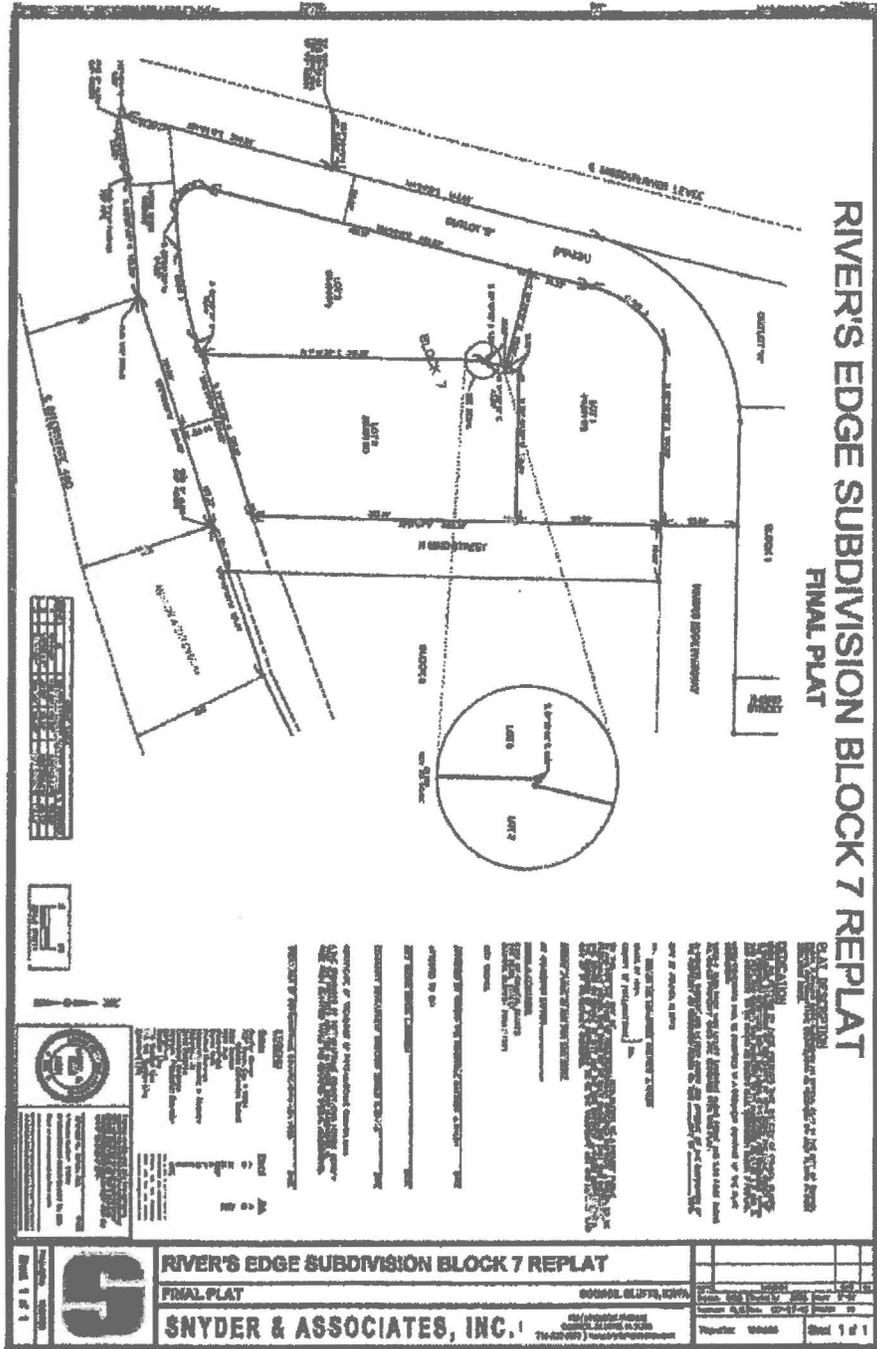
Title: President

Date: 12/3/15

EXHIBIT A
RIVERS EDGE AREA



**EXHIBIT B
GARAGE PARCEL**



**RIVER'S EDGE SUBDIVISION BLOCK 7 REPLAT
FINAL PLAT**

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original plat on file in the office of the County Clerk of the County of Boone, Iowa, and that the same is a true and correct copy of the original plat on file in the office of the County Clerk of the County of Boone, Iowa, and that the same is a true and correct copy of the original plat on file in the office of the County Clerk of the County of Boone, Iowa.

NOTICE TO CONTRACTORS
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original plat on file in the office of the County Clerk of the County of Boone, Iowa, and that the same is a true and correct copy of the original plat on file in the office of the County Clerk of the County of Boone, Iowa, and that the same is a true and correct copy of the original plat on file in the office of the County Clerk of the County of Boone, Iowa.

| | | | |
|--------------------------------------|--|----------------------------------|-----------------|
| S | RIVER'S EDGE SUBDIVISION BLOCK 7 REPLAT | DATE: 08/14/2014 | SCALE: AS SHOWN |
| | FINAL PLAT | PROJECT: SANDY RIVER LEVEE | SHEET: 1 OF 1 |
| SNYDER & ASSOCIATES, INC. | | REGISTERED PROFESSIONAL SURVEYOR | |

RESOLUTION 16-174

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Council Bluffs, State of Iowa.
Date of Meeting: July 11, 2016.
Time of Meeting: 7:00 P.M.
Place of Meeting: Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Playland Park Urban Renewal Plan

- Public Hearing on the Parking Facility Lease Purchase Agreement for the River's Edge Parking Facility
- Resolution making final determination on potential transfer of interests in real property to River's Edge Parking, LLC and taking additional action approving and authorizing execution of the Parking Facility Lease Purchase Agreement in the Amount of Not to Exceed \$17,000,000 for the Lease Purchase Acquisition of the River's Edge Parking Facility.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

City Clerk, City of Council Bluffs, State of Iowa

July 11, 2016

The City Council of the City of Council Bluffs, State of Iowa, met in _____ session, in, 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: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Parking Facility Lease Purchase Agreement in the principal amount of not to exceed \$17,000,000 for the lease purchase acquisition of the River's Edge Parking Facility, which Agreement includes the potential transfer of the City's interest in real property to River's Edge Parking, LLC, and that notice of the proposed action by the Council to authorize said Lease Purchase Agreement and potentially transfer real property thereunder had been published pursuant to the provisions of Section 364.4, 403.8, 403.9, and 384.83 of the Code of Iowa, as amended.

The Mayor then asked the Clerk whether any written objections had been filed by any city resident or property owner to the proposal. The Clerk advised the Mayor and the City Council that _____ written objections had been filed. The Mayor then called for oral objections to the proposal 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 City 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 making final determination on potential transfer of interests in real property to River's Edge Parking, LLC and taking additional action approving and authorizing execution of the Parking Facility Lease Purchase Agreement in the Amount of Not to Exceed \$17,000,000 for the Lease Purchase Acquisition of the River's Edge Parking Facility", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to institute proceedings to the meeting to be held at _____ .M. on the _____ day of _____, 2016, 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 MAKING FINAL DETERMINATION ON
POTENTIAL TRANSFER OF INTERESTS IN REAL
PROPERTY TO RIVER'S EDGE PARKING, LLC AND
TAKING ADDITIONAL ACTION APPROVING AND
AUTHORIZING EXECUTION OF THE PARKING FACILITY
LEASE PURCHASE AGREEMENT IN THE AMOUNT OF NOT
TO EXCEED \$17,000,000 FOR THE LEASE PURCHASE
ACQUISITION OF THE RIVER'S EDGE PARKING FACILITY

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") for the Playland Park Urban Renewal Plan Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, by Resolution No. 05-186, adopted June 27, 2005, this City Council approved and adopted an Amendment No. 1 to the Plan; and

WHEREAS, by Resolution No. 09-218, adopted July 27, 2009, this City Council approved and adopted an Amendment No. 2 to the Plan; and

WHEREAS, by Resolution No. 14-281, adopted October 27, 2014, this City Council approved and adopted an Amendment No. 3 to the Plan; and

WHEREAS, by Resolution No. _____, adopted July 11, 2016, this City Council approved and adopted an Amendment No. 4 to the Plan; 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, River's Edge Parking, LLC (the "Developer") wishes to purchase property located within the Urban Renewal Area (the "Development Property") from the City, construct a parking facility ("River's Edge Parking Facility" or "Facility") on the Development Property, and lease the Facility to the City pursuant to the terms and conditions of a Master Lease Purchase Agreement ("Lease Purchase Agreement" or "Agreement"); and

WHEREAS, the Plan, as amended, provides for, among other things, the disposition of properties acquired for development or redevelopment as a proposed renewal action and authorizes the development of the Development Property as described in this Resolution; and

WHEREAS, Iowa Code chapter 403 authorizes cities to transfer property for economic development and blight remediation 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 terms of the Lease Purchase Agreement satisfy the "fair market value" and "competitive bidding" requirements of Iowa Code Section 403.8; and

WHEREAS, in compliance with Sections 403.8, 364.6, and 364.7 of the Code of Iowa, the Council has set forth its proposal to dispose of interests in the Property, by publishing notice of a thirty day competitive bidding period followed by publication of notice of a public hearing on the Lease Purchase Agreement; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to authorize the Parking Facility Lease Purchase Agreement in the principal amount of not to exceed \$17,000,000, for the lease purchase acquisition of the River's Edge Parking Facility, and has considered the extent of objections received from residents or property owners as to the proposal 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, IOWA:

Section 1. The Council finds that disposal of interests in the Development Property to Developer as set forth in the Agreement will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that transfer of the Property will promote blight remediation and economic development in the City and that these benefits, together with the other consideration provided for in the Agreement, constitute fair consideration for the disposal of interests in the Development Property under Section 403.8, Code of Iowa.

Section 2. The proposal to transfer the Development Property to Developer pursuant to the terms of the proposed Agreement is hereby approved.

Section 3. That the performance by the City of its obligations under the Agreement, including but not limited to transferring the Development Property to Developer and leasing the Facility from the Developer in connection with the redevelopment of the 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 blight remediation and economic development activities and objectives of the City within the meaning of Chapter 403 of the Iowa Code.

Section 4. That this Council does hereby institute proceedings and take additional action for the authorization of a Parking Facility Lease Purchase Agreement in the principal amount of not to exceed \$17,000,000 for the lease purchase acquisition of the River's Edge Parking Facility under the terms set forth in the Lease Purchase Agreement.

Section 5. 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 11th day of July, 2016.

Mayor

ATTEST:

City Clerk

Council Communication

| | | |
|--|---|---|
| Department: Community Development Case #SAV-16-005 Applicant: Trenton J. Harvey 1016 Military Avenue Council Bluffs, IA 51503 | Resolution of Intent No. <u>16-158</u> Resolution to Dispose No. <u>16-175</u> | City Council: 6/27/16 Planning Commission: 6/14/16 |
|--|---|---|

Subject/Title

Request of Trenton J. Harvey to vacate the portion of north/south right-of-way abutting Lot 14, Block 3, Rohrer's Park Second Addition and part of Lots 6 and 7, Ross Place, being 1016 Military and 1003 and 1001 North 8th Street.

Background

Mr. Harvey is requesting vacation of this portion of right-of-way so he can incorporate his portion into his property at 1016 Military Avenue. It appears on the subdivision plat that this 40-foot wide right-of-way was intended to be a street called West View Avenue which ran north from Wilson Avenue for approximately 210 feet where it dead-ended at the north line of the property at 1016 Military Avenue. However, it is actually more similar to an alley as it is only 20 feet wide. The north/south portion of right-of-way running south from the applicant's south property line is improved and used as access to a garage at 622 Wilson Avenue. The 60-foot long portion abutting the applicant's property is not improved.

No adverse comments have been received from any City departments or public utilities regarding the requested vacation. There appears to be no utilities within the subject right-of-way.

Larry J. Castillo, owner of 1001 and 1003 North 8th Street, is opposed to the requested vacation but will acquire the portions abutting his properties, if vacated.

Adam Neville, 1018 Military Avenue, owns the property directly north of the applicant. Mr. Neville contacted the Community Development Department and said he is opposed to the vacation because he uses the alley as access to his rear yard when he needs to clear brush and debris but not as required access to a garage/accessory structure. It was suggested to Mr. Neville that he submit his concerns in writing to the Community Development Department. No written comments have yet been received.

Comments

1. This right-of-way is unopened and unimproved and not maintained by the City.
2. The owner of 1001 and 1003 North 8th Street is opposed to the vacation but willing to acquire his portion of right-of-way.
3. Vacating this right-of-way will eliminate any potential liability to the City and eliminate a dead-end r.o.w.
4. Vacating this right-of-way will not deprive any abutting owner of required access to their property.

Recommendation

The Community Development Department recommends vacating the portion of north/south right-of-way abutting Lot 14, Block 3, Rohrer's Park Second Addition and part of Lots 6 and 7, Ross Place, being 1016 Military and 1003 and 1001 North 8th Street.

Public Hearing

Speakers in favor:

- 1. Trenton Harvey, 1016 Military Avenue, Council Bluffs, IA 51503

Speakers against:

- 1. Larry J. Castillo, 1003 North 8th Street, Council Bluffs, IA 51503
- 2. Adam Neville, 1018 Military Avenue, Council Bluffs, IA 51503

Motion by Rew, second by DeMasi to accept Exhibit 'A' from the applicant.

Planning Commission Recommendation

The Planning Commission recommends vacating the portion of north/south right-of-way abutting Lot 14, Block 3, Rohrer's Park Second Addition and part of Lots 6 and 7, Ross Place, being 1016 Military and 1003 and 1001 North 8th Street.

VOTE: AYE 3 NAY 4 ABSTAIN 0 ABSENT 4 Motion: Failed

The Planning Commission recommends denial to vacate the portion of north/south right-of-way abutting Lot 14, Block 3, Rohrer's Park Second Addition and part of Lots 6 and 7, Ross Place, being 1016 Military and 1003 and 1001 North 8th Street.

VOTE: AYE 4 NAY 3 ABSTAIN 0 ABSENT 4 Motion: Carried

Attachments: Pictures of right-of-way and location map

Exhibit A: Submitted by the applicant at the City Planning Commission meeting.

Prepared By: Rebecca Sall, Assistant Planner, Community Development Department



Fence at the back of 1016 Military Avenue

LOOKING NORTH



Approximate Location

BIRD'S EYE VIEW.

RESOLUTION NO. 16-175

A RESOLUTION TO VACATE AND TO DISPOSE OF THAT PORTION OF NORTH/SOUTH RIGHT-OF-WAY ABUTTING LOT 14, BLOCK 3, ROHRER'S PARK SECOND ADDITION AND PART OF LOTS 6 AND 7, ROSS PLACE, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, following public hearing and having given careful study to the proposal, the City Council determines that city-owned right-of-way described as follows: That portion of north/south right-of-way abutting Lot 14, Block 3, Rohrer's Park Second Addition and part of Lots 6 and 7, Ross Place, being 1016 Military and 1003 and 1001 North 8th Street, City of Council Bluffs, Pottawattamie County, Iowa, is of no benefit to the public and should be vacated; and

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

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

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

Trenton J. Harvey and all successors in interest: The East 1/2 of the vacated portion of north/south right-of-way abutting Lot 14, Block 3, Rohrer's Park Second Addition and part of Lots 6 and 7, Ross Place, being 1016 Military and 1003 and 1001 North 8th Street which abuts Lot 14, Block 3, Rohrer's Park Second Addition.

Larry J. Castillo and all successors in interest: The West 1/2 of the vacated portion of north/south right-of-way abutting Lot 14, Block 3, Rohrer's Park Second Addition and part of Lots 6 and 7, Ross Place, being 1016 Military and 1003 and 1001 North 8th Street which abuts part of Lot 6, Ross Place.

Larry J. Castillo and all successors in interest: The West 1/2 of the vacated portion of north/south right-of-way abutting Lot 14, Block 3, Rohrer's Park Second Addition and part of Lots 6 and 7, Ross Place, being 1016 Military and 1003 and 1001 North 8th Street which abuts part of Lot 7, Ross Place.

BE IT FURTHER RESOLVED

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

BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED:

July 11, 2016

Matthew J. Walsh, Mayor

ATTEST: _____
Marcia L. Worden, City

Clerk

STATE OF IOWA)
COUNTY OF)ss
POTTAWATTAMIE)

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

Notary Public in and for said State

Planning Case #SAV-16-005

Council Communication

| | | |
|---|--|--|
| <p>Department: Community Development</p> <p>Case #SAV-16-004</p> <p>Applicant: Tyler and Nicole Brunow 139 Brentwood Heights Council Bluffs, IA 51503</p> | <p>Resolution of Intent No. <u>16-157</u></p> <p>Resolution to Dispose No. <u>16-176</u></p> | <p>City Council: 6/27/16</p> <p>Planning Commission: 6/14/16</p> |
|---|--|--|

Subject/Title

Request of Tyler and Nicole Brunow to vacate that portion of North 13th Street lying north of the North line of Avenue K and abutting Lot 4, Block 1 and Lot 1, Block 2, Potter and Cobb's Addition.

Background

Tyler and Nicole Brunow are requesting vacation of the above described right-of-way so they can purchase their portion and combine it with their property abutting on the west, described as Lots 1 through 4, Block 2, Potter and Cobb's Addition. They are constructing a commercial building on site and would like to use the west 1/2 of the right-of-way as additional yard space.

This portion of right-of-way is open but not improved or maintained by the City. It is 66 feet wide and runs north from the north line of Avenue K for 101 feet where it dead-ends into railroad owned property.

MidAmerican Energy has two overhead high voltage transmission lines within this portion of right-of-way as shown on the attached illustration. These facilities provide service to a large number of MEC customers. MidAmerican needs to be able to access the area without issue to operate and maintain the lines. They prefer that the right-of-way not be vacated. If MEC crews needed access to the line on what could be private property it could cause increased delays in restoring service to a great number of customers.

No other objections have been received from any City Department or public utility.

Only two property owners abut the subject piece North 13th Street. The applicants have agreed to purchase their portion of right-of-way, if vacated. The Chicago Central Pacific Railroad own the property abutting on the east and north. There has been no reply from the railroad regarding the vacation request.

Comments

1. This right-of-way is not needed by the City. It is open, but not improved.
2. The applicants owns the property abutting the west side of this portion of North 14th Street. If vacated, their half of the right-of-way will be incorporated into their property. No reply has been received from the railroad.
3. Vacating this right-of-way will eliminate a dead-end r.o.w.
4. MidAmerican Energy needs to maintain access to existing facilities located within this r.o.w. as explained above. If the right-of-way is vacated, it is reasonable to assume the applicant would enclose area with a fence which could cut off access to these utilities. For this reason, vacating this portion of North 13th Street is against City policy.

Recommendation

The Community Development Department recommends denial of the request to vacate that portion of North 13th Street lying north of the North line of Avenue K and abutting Lot 4, Block 1 and Lot 1, Block 2, Potter and Cobb's Addition because it would be against City policy.

Public Hearing

Speakers in favor:

1. Tyler Brunow, 139 Brentwood Heights, Council Bluffs, IA 51503

Speakers against: None.

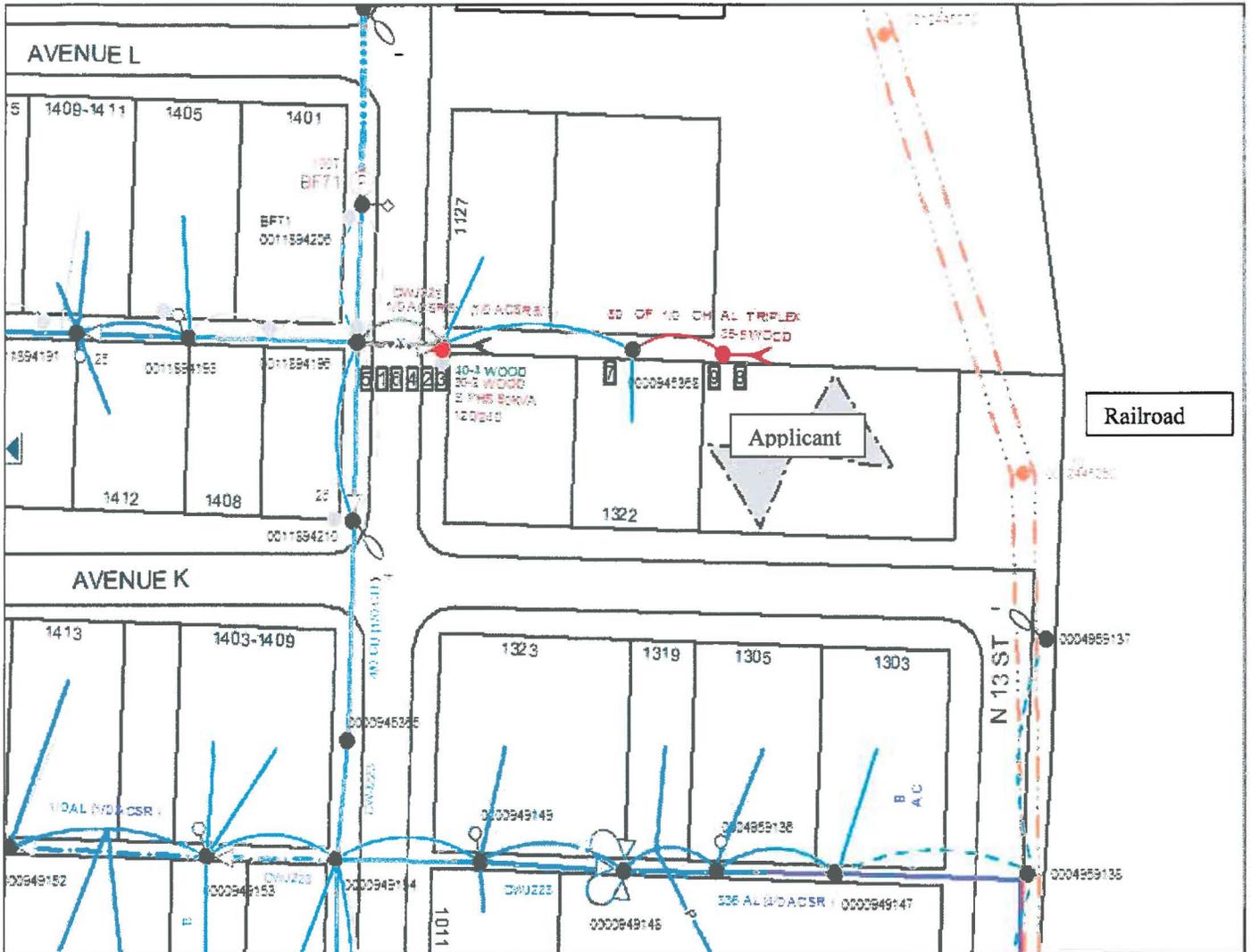
Planning Commission Recommendation

The Planning Commission recommends denial of the request to vacate that portion of North 13th Street lying north of the North line of Avenue K and abutting Lot 4, Block 1 and Lot 1, Block 2, Potter and Cobb's Addition because it would be against City policy.

VOTE: AYE 7 NAY 0 ABSTAIN 0 ABSENT 4 Motion: Carried

Attachments: Illustration showing existing MEC facilities, picture and aerial view of the right-of-way and map showing location of request.

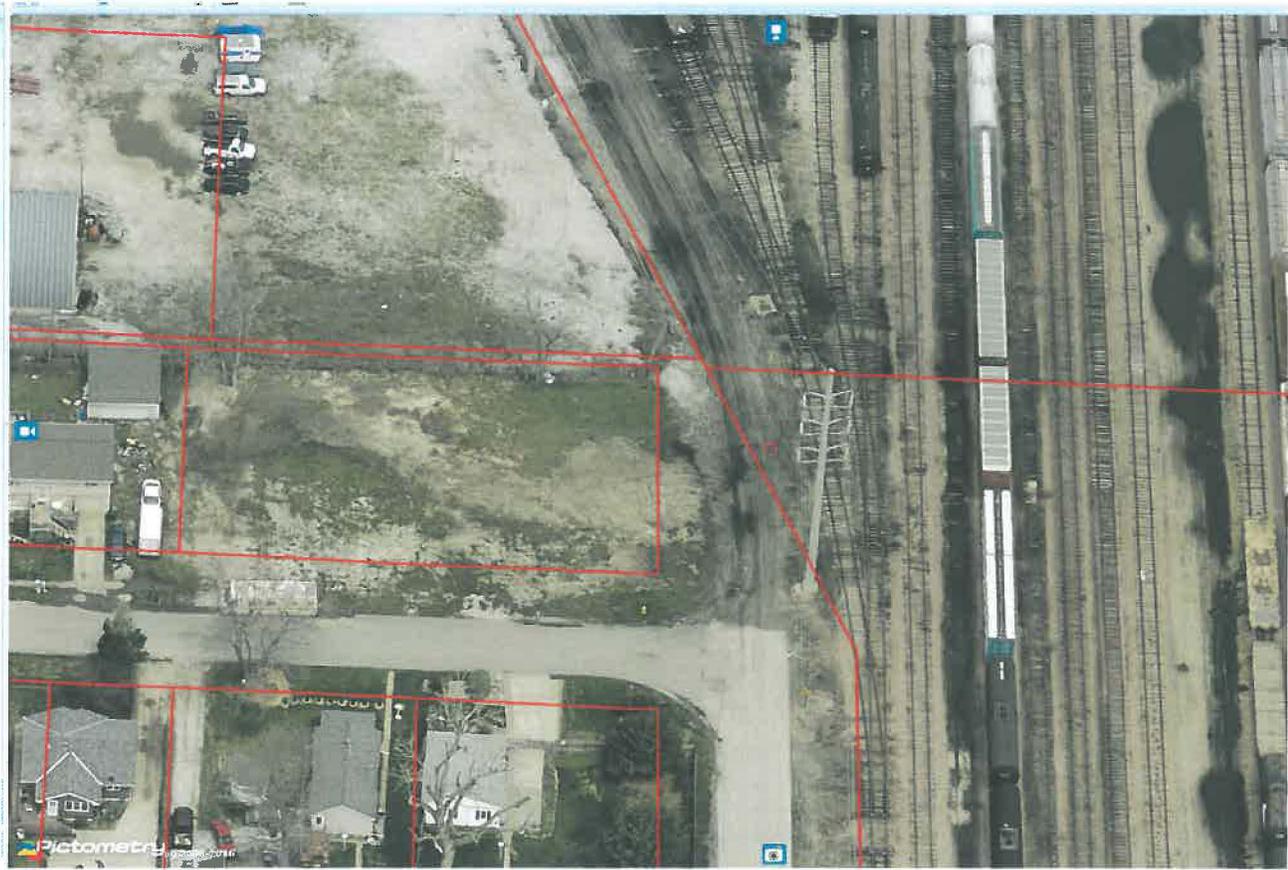
Prepared By: Rebecca Sall, Assistant Planner, Community Development Department



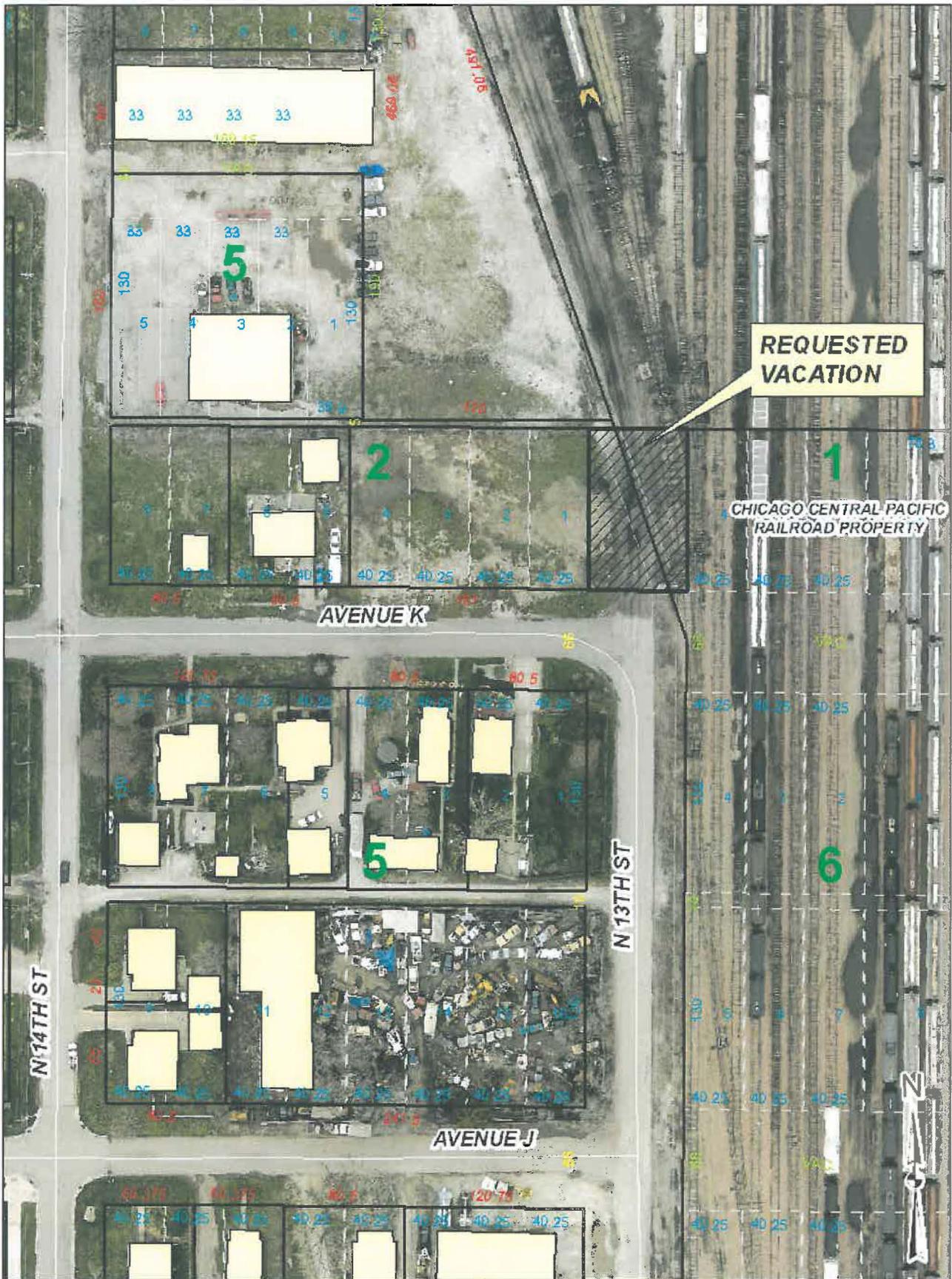
EXISTING MIDAMERICAN ENERGY FACILITIES



Looking North from North 13th Street



Aerial view of existing facilities.



CASE #SAV-16-004

RESOLUTION NO. 16-176

A RESOLUTION TO VACATE AND DISPOSE OF THAT PORTION OF NORTH 13TH STREET LYING NORTH OF THE NORTH LINE OF AVENUE K, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, following public hearing and having given careful study to the proposal, the City Council determines that city-owned right-of-way described as follows: That portion of North 13th Street lying north of the North line of Avenue K and abutting Lot 4, Block 1 and Lot 1, Block 2, Potter and Cobb's Addition, City of Council Bluffs, Pottawattamie County, Iowa, is of no benefit to the public and should be vacated; and

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

WHEREAS, this conveyance is subject to the reservation of a permanent and perpetual utilities easement of way in favor of the City of Council Bluffs, for the maintenance of any and all utilities equipment presently in place, and for such reconstruction, re-emplacment and repair thereof which said City and its licensees and/or franchise grantees may in the future deem necessary and proper, and for the removal of any improvements emplaced thereon by the grantees, or their successors or assigns, necessitated by the reconstruction, re-emplacment, or repair of such utilities, such removal to be at the sole expense of grantees or their successors or assigns and without cost to the City, its licensees and/or franchise grantees, and without obligation to repair or replace such improvements, and subject to any and all other easements and right-of-way of record and those not of record

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

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

Chicago Central Pacific Railroad and all successors in interest: The East 1/2 of vacated North 13th Street lying north of the north line of Avenue K and abutting Lot 4, Block 1, Potter and Cobb's Addition for the sum of \$529.95.

Tyler and Nicole Brunow and all successors in interest: The West 1/2 of vacated North 13th Street lying north of the north line of Avenue K and abutting Lot 1, Block 2, Potter and Cobb's Addition for the sum of \$529.95.

BE IT FURTHER RESOLVED

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

BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED:

July 11, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

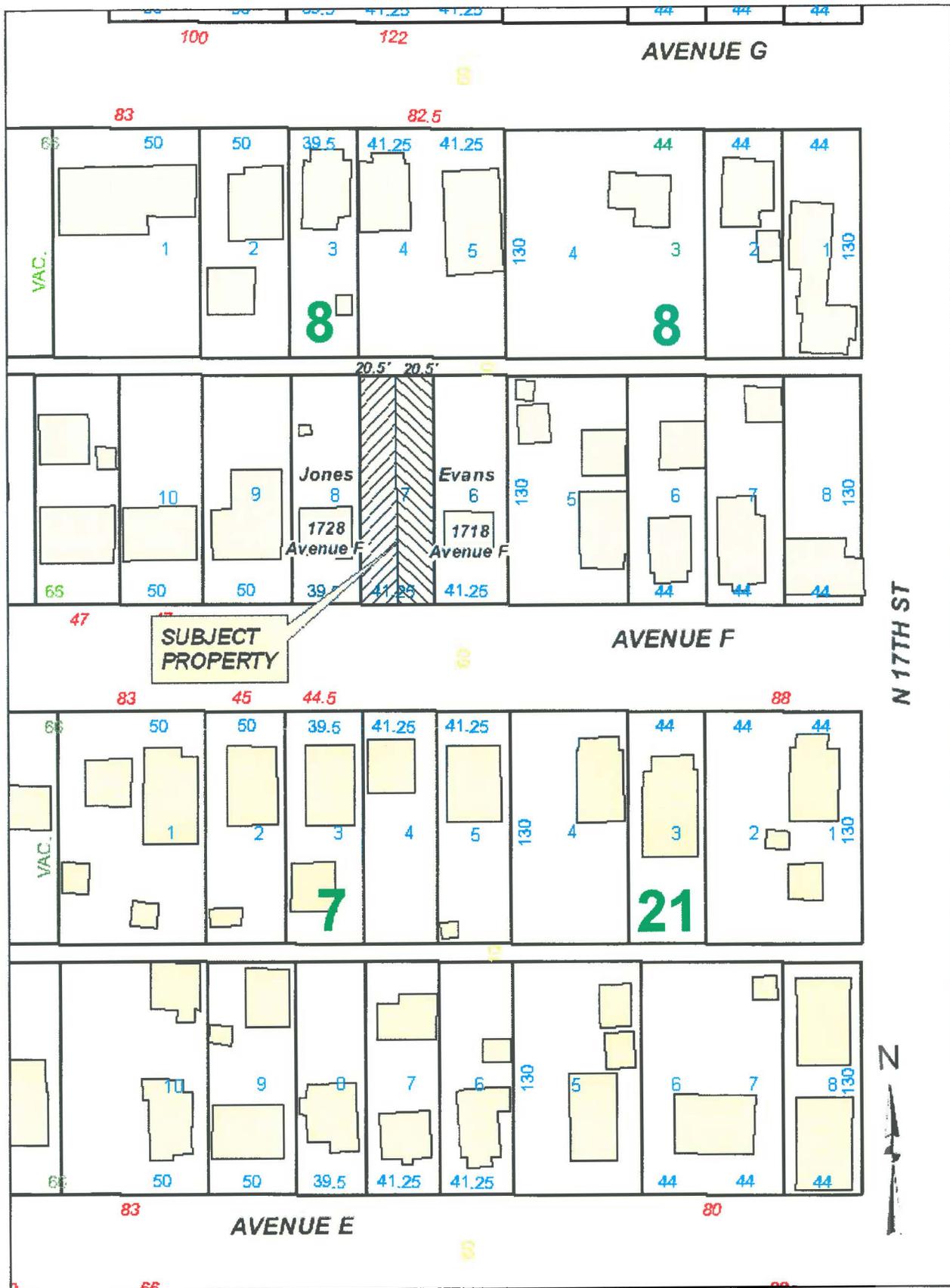
STATE OF IOWA)
COUNTY OF)ss
POTTAWATTAMIE)

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

Notary Public in and for said State

Council Communication

| | | |
|--|--|---|
| <p>Department: Community Development</p> <p>Case #OTB-16-011</p> <p>Applicants: Douglas C. Evans 1200 – 9th Avenue Council Bluffs, IA 51501 and Larry M. and Nancy J. Jones 1728 Avenue F Council Bluffs, IA 51503</p> | <p>Resolution of Intent No. <u>16-156</u></p> <p>Resolution to Dispose No. <u>16-177</u></p> | <p>Set Public Hearing: 06/27/16</p> <p>Public Hearing: 07/11/16</p> |
| Subject/Title | | |
| <p>Request of Douglas C. Evans and Larry M. and Nancy J. Jones to purchase the East 1/2 and the West 1/2 of Lot 7, Block 8, Bayliss and Palmers Addition, formerly known as 1726 Avenue F.</p> | | |
| Background/Discussion | | |
| <p>In June, 2012, the City acquired the property at 1726 Avenue F, described as Lot 7, Block 8, Bayliss and Palmers Addition, through a 657A process and the residential dwelling was removed. The parcel is zoned R-3/Low Density Multi-family Residential and measures 41 feet wide by 130 feet deep for a total of 5,330 square feet.</p> <p>Because this property has been vacant for four years, each abutting property owner has been offered their respective one-half of the lot. Douglas Evans, owner of 1718 Avenue F, and Larry and Nancy Jones, 1728 Avenue F, have submitted Offers to Buy the East 1/2 and West 1/2 of this lot. Even though the lot itself is considered buildable, each half is being treated as a remnant parcel and considered unbuildable.</p> <p>Properties on the non-buildable list are to be sold to adjacent property owners that are current on their property taxes, have no outstanding code violations, and demonstrate adequate maintenance of their property. The price is established by the most recent fee schedule for street/alley vacations. Each 1/2 of this property contains 2,665 sq ft which calculates to \$429.75 per half. (\$75.00 for first 300 sq ft + \$.15 psf for the next 4,700 sq ft + \$0.50 psf above 5,000 sq ft.).</p> | | |
| Recommendation | | |
| <p>The Community Development Department recommends disposal of the East 1/2 and the West 1/2 of Lot 7, Block 8, Bayliss and Palmers Addition, formerly known as 1726 Avenue F as follows: The purchase price for each 1/2 to be \$429.75, each applicant to pay \$50.00 (already paid as down payment) with a mortgage and promissory note to be signed on the remaining \$379.75 which would be forgiven over a two year period.</p> | | |
| <p>Attachment: Location map Prepared By: Rebecca Sall, Assistant Planner, Community Development Department</p> | | |



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

RESOLUTION NO. 16-177

A RESOLUTION AUTHORIZING DISPOSAL OF CITY PROPERTY LEGALLY DESCRIBED AS LOT 7, BLOCK 8, BAYLISS AND PALMERS ADDITION.

WHEREAS, this City Council previously expressed its intent to dispose of the property legally described as the East 1/2 and the West 1/2 of Lot 7, Block 8, Bayliss and Palmers Addition, formerly known as 1726 Avenue F; and

WHEREAS, a public hearing has been held in this matter.

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

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

Douglas C. Evans and all successors in interest: The East 1/2 of Lot 7, Block 8, Bayliss and Palmers Addition, formerly known as 1726 Avenue F.

Larry M. and Nancy J. Jones and all successors in interest: The West 1/2 of Lot 7, Block 8, Bayliss and Palmers Addition, formerly known as 1726 Avenue F.

BE IT FURTHER RESOLVED

That the purchase price for each 1/2 to be \$429.75, each applicant to pay \$50.00 with a mortgage and promissory note to be signed on the remaining \$379.75 which would be forgiven over a two year period.

ADOPTED
AND
APPROVED:

July 11, 2016

Matthew J. Walsh Mayor

ATTEST:

Marcia L. Worden City Clerk

Council Communication

| | | |
|--|--|---|
| <p>Department: Community Development</p> <p>Case #OTB-16-009</p> <p>Applicants: James E., Sr. and James E. Owens, Jr. 1113 – 4th Avenue Council Bluffs, IA 51503 and Christal Woodard –Skillstad 1127 – 4th Avenue Council Bluffs, IA 51503</p> | <p>Resolution of Intent No. <u>16-155</u></p> <p>Resolution to Dispose No. <u>16-178</u></p> | <p>Set Public Hearing: 06/27/16</p> <p>Public Hearing: 07/11/16</p> |
| Subject/Title | | |
| <p>Request of James E., Sr. and James E. Owens, Jr. and Christal Woodard Skillstad to purchase the East 1/2 and the West 1/2 of the City owned property described as the West 48 feet of Lot 4, Block 17, Beer’s Addition, formerly known as 1115 – 4th Avenue.</p> | | |
| Background/Discussion | | |
| <p>In February, 2000, the City received the property at 1115 – 4th Avenue, described as the West 48 feet of Lot 4, Block 17, Beer’s Addition through a Quit Claim Deed from I. V. and Cleta J. Tolbert and the residential dwelling was removed. The parcel is zoned R-3/Low Density Multi-family Residential, measures 48 feet wide by 100 feet deep for a total of 4,800 square feet and has been vacant since 2000.</p> <p>Because this property has been vacant for so long, each abutting property owner has been offered their respective one-half of the lot. James E., Sr. and James E. Owens, Jr. at 1113 – 4th Avenue and Christal Woodard Skillstad, 1127 – 4th Avenue have submitted Offers to Buy the East 1/2 and West 1/2 of this lot. Even though the lot itself is considered buildable, each half is being treated as a remnant parcel and considered unbuildable.</p> <p>Properties on the non-buildable list are to be sold to adjacent property owners that are current on their property taxes, have no outstanding code violations, and demonstrate adequate maintenance of their property. The price is established by the most recent fee schedule for street/alley vacations. Each 1/2 of this property contains 2,400 sq ft which calculates to \$390.00 per half. (\$75.00 for first 300 sq ft + \$.15 psf for the next 4,700 sq ft + \$0.50 psf above 5,000 sq ft.).</p> | | |
| Recommendation | | |
| <p>The Community Development Department recommends disposal of the West 48 feet of Lot 4, Block 17, Beer’s Addition, formerly known as 1115 – 4th Avenue as follows: The purchase price for each 1/2 to be \$390.00, each applicant to pay \$50.00 with a mortgage and promissory note to be signed on the remaining \$340.00 which would be forgiven over a two year period.</p> | | |
| <p>Attachment: Location map Prepared By: Rebecca Sall, Assistant Planner, Community Development Department</p> | | |

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

RESOLUTION NO. 16-178

A RESOLUTION AUTHORIZING DISPOSAL OF CITY PROPERTY LEGALLY DESCRIBED AS THE EAST 1/2 AND THE WEST 1/2 OF THE WEST 48 FEET OF LOT 4, BLOCK 17, BEER'S ADDITION.

WHEREAS, this City Council previously expressed its intent to dispose of the property legally described as the East 1/2 and the West 1/2 of the West 48 feet of Lot 4, Block 17, Beer's Addition, formerly known as 1115 – 4th Avenue; and

WHEREAS, a public hearing has been held in this matter.

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

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

James E., Sr. and James E. Owens, Jr. and all successors in interest: The East 1/2 of the West 48 feet of Lot 4, Block 17, Beer's Addition, formerly known as 1115 – 4th Avenue.

Christal Woodard Skillstad and all successors in interest: The West 1/2 of the West 48 feet of Lot 4, Block 17, Beer's Addition, formerly known as 1115 – 4th Avenue.

BE IT FURTHER RESOLVED

That the purchase price for each 1/2 to be \$390.00, each applicant to pay \$50.00 with a mortgage and promissory note to be signed on the remaining \$340.00 which would be forgiven over a two year period.

ADOPTED
AND
APPROVED:

July 11, 2016

Matthew J. Walsh Mayor

ATTEST:

Marcia L. Worden City Clerk

Council Communication

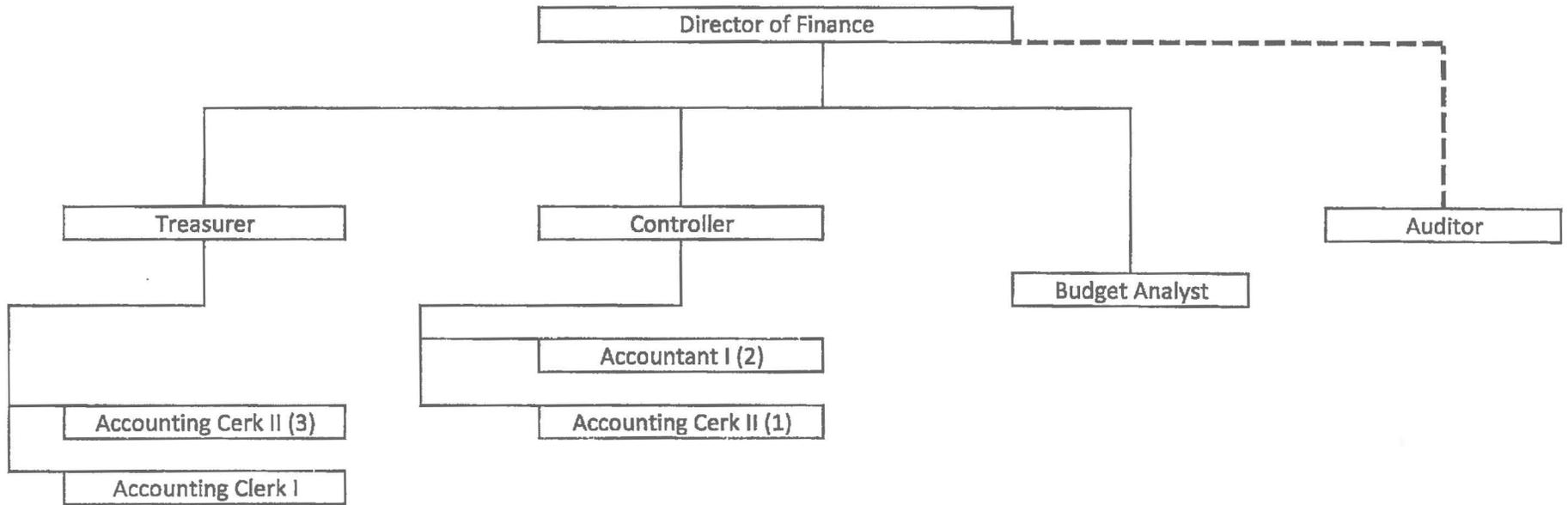
| | | |
|--|------------------------------|--|
| Department: Finance Submitted by: Daniel Jordet | Resolution No. <u>16-167</u> | Council Action: <u>6/27/2016</u> Postponed Action: <u>7/11/2016</u> |
| Subject/Title Council resolution approving reorganization of the Finance Department and authorizing recruitment of an Accountant II and Accountant I to fill vacant positions. | | |
| <p align="center">Background/Discussion</p> <p>In reviewing the existing job descriptions for staff in the Finance Department it was discovered that many of the duties described in the details of the job descriptions were not being performed by those positions but were being performed by other positions. Some of these differences weakened the internal control structure. After some preliminary review a full review of Finance Department duties and responsibilities was undertaken.</p> <p>Ultimately, an overarching structure having proper assignment and a separation of duties which promoted appropriate internal control was developed. This structure separates revenue generation from expenditures and disbursements of funds while establishing an accounting and reporting function that would act as a check and balance to each of the other two functions. The result was a three division Department structure; Revenue Division (Revenue), Payroll and Disbursements Division (PDD) and Internal Control and Reporting Division (ICR).</p> <p>The activities and tasks of the Finance Department were allotted to the Divisions in a manner that enabled their smooth function while preserving appropriate internal control assurance. For example, Revenue will not do the monthly reconciliation of bank balance to general ledger balance. This will be done by the ICR staff as it is distinct from both the Revenue collections and the PDD disbursements functions. Tracking of capital assets is also placed within the realm of ICR rather than PDD who would be arranging for the purchase of these items, providing for oversight control.</p> <p>With Division responsibility and function parameters established, job descriptions were written for the supervisory staff of the three divisions. Human Resources has reviewed those descriptions and suggested classification and compensation levels for those positions.</p> <p>Implementing this plan will require abolishing some current positions, reactivating a position, and creating new positions. The positions that would be discontinued would be Controller, Treasurer, Auditor, Budget Analyst and one of the Accounting Clerk II positions currently authorized. They would be replaced with an equal number of positions: Accountant I, Accountant II, Revenue Supervisor, Payroll and Disbursements Manager and ICR Manager. With the retirement of current employees in the Budget Analyst position and the Accounting Clerk II position, the Accountant II and an Accountant I position would be new employees. The Auditor, Treasurer and Controller positions being abolished will affect the three current employees in those positions. However, they are all able to apply for the newly created positions of Revenue Supervisor, Payroll and Disbursements Manager and Internal Control and Reporting Manager.</p> <p>Financial impact of these changes will be a reduction of \$ 64,371 in the cost of wages and benefits (Social Security, Medicare, IPERS, insurances) in fiscal year 2016-2017.</p> <p>The reorganized Finance Department would provide a well defined structure promoting efficient and effective workflow for management of the City's financial responsibilities.</p> | | |
| Recommendation It is recommended that the attached resolution be adopted by the City Council. | | |

Daniel Jordet, Finance Director

Matthew J. Walsh, Mayor



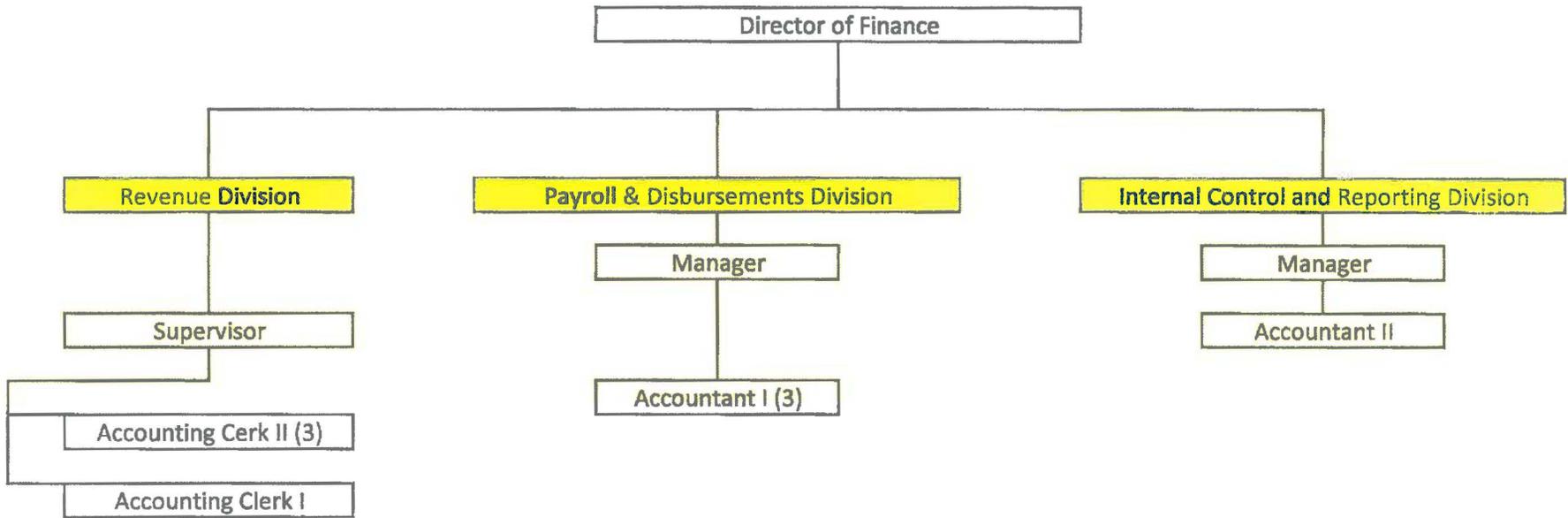
City of Council Bluffs
Current Organization
June 2016



6.A.



City of Council Bluffs
Proposed Reorganization of Finance Department
June 2016



6.A.

Revenue Management

Daily Operations:

- Close drawer and print closing report
- Balance report to payments received
- Prepare bank deposit
- Deliver bank deposit
- Verify deposits in General Ledger
- Obtain deposit receipts for offsite venues making deposits
 - Library
 - Mid-America Center
 - Pools
 - Golf Courses
 - Recycling Center
 - Building Permits
 - Recreation
 - Parks

Ongoing Operations:

- Receipt offsite deposits to general ledger
- Receipt all forms of electronic/digital payment to general ledger
- Verify recording of all receipts in General Ledger
- Reconcile debit and credit card receipts to statements
- Billing and collection of utility charges
- Billing and collection of general billings
- Coordinate collection of receivables through third party sources, including but not limited to:
 - Ambulance
 - Redflex
 - Offset
 - Collection Agencies
- Receive and properly process all property tax receipts
- Assure proper accounting and recording of receipts from credit card transactions
- Assure proper operation of the credit card processing systems
- As necessary or requested, perform analysis of General Ledger accounts and projects
- Prepare audit work papers and CAFR data as required
- Other actions and activities as assigned by Supervisor

-

Payroll and Disbursements Management

- Manage system of purchase requisitions
- Manage system of purchase orders
- Grant receipts and disbursements
- Tracking and reporting of Grants
 - Federal
 - State
 - Local
 - Departmental (CD, PD, Public Health, Public Works, Parks, etc.)
- Preparation of audit work papers for grants
- Sales Tax remittance and reporting
- Manage flow of invoices and statements received
- Processing of invoices for payment
 - Checks/warrants
 - Electronic Fund Transfers
- Maintain documentation on disbursements
- Annual preparation and distribution of tax reporting forms (1099, 941, etc.)
- Processing and tracking P-card transactions
- Processing Bond Principal and Interest payments
- Distribution of expenditures among funds and departments
- Maintenance and management of vendor EFT arrangements
- Process bi-weekly payroll for all Departments
- Disburse payroll withholding amounts to proper agencies (SS, Medicate, IPERS, insurances, etc.)
- Coordinate payroll/compensation activities with Human Resources Department
- Monitor/manage general ledger transactions for payroll/compensation related transfers between funds
- As necessary or requested, perform analysis of General Ledger accounts and projects
- Manage and operate the Worker's Compensation account
- Prepare monthly list of disbursements for publication
- Other actions and activities as assigned by Supervisor

Internal Control and Reporting

- Records and Retention officer for Finance
- Monthly reconciliations of:
 - Bank balances to General Ledger
 - Investments to General Ledger
 - Includes recording of interest earnings
- Control and administration of adjusting general journal entries
- Processing of internal charge backs for prepaid expenditures
- Entry of all account coding correction entries in A/R, A/P and General Ledger
- Maintenance of chart of accounts
- Maintenance of project ledgers
- Assuring proper authorization and recording of interfund transfers
- Manage payment of outstanding debt principal and interest
- Maintain official records of bond and debt issuance transactions
- Make payments of tax increment financing agreement amounts when due and payable
- Prepare summary information for Official Statements
- Coordinate Continuing Disclosure activities for debt transactions
- Prepare and deliver required state/federal/other intergovernmental reporting:
 - Budget and budget amendments
 - Annual financial report
 - Streets
 - RUTF
 - CIP tracking and reporting
 - TIF reporting
 - SSMID reporting
 - Outstanding Debt reporting
 - Other reports as
- Monthly closing of General Ledger period
- Annual General Ledger closing
- Prepare audit work papers and entries as required or evident
- Assure yearend adjustments and accruals and reversals of same
- Make adjusting entries to General Ledger in preparation for annual audit
- Make reversing entries to General Ledger after audit
- Oversee preparation of the Comprehensive Annual Financial Report (CAFR)
- File application for Certificate of Achievement
- As necessary or requested, perform analysis of General Ledger accounts and projects
- Prepare monthly report of revenues and disbursements for publication
- Other actions and activities as assigned by Supervisor

•
Director of Finance

- Coordination and Supervision of Revenue, Payroll and Disbursements, and Internal Control and Reporting Divisions
- Coordination of bond sales
- Review refinancing proposals and make recommendations
- Develop cash flow projections for repayment of debt issues
- Develop cash flow projections for enterprise funds and rate scenarios
- Planning and scheduling future debt issues
- Capital planning and financing
- Monitoring and financial planning for Mid America Center
- Monitoring and strategic financial planning for overall City operations
- Interdepartmental relations
- Preparation, presentation and monitoring of the annual operating budget
- Assure periodic financial reporting systems to groups:
 - Administration
 - City Council
 - Department Heads and Supervisors
 - General Public
- With all staff assisting, assure preparation, presentation and distribution of CAFR
- Determine level of operating cash required to be held liquid
- Determine/project operating/non-operating cash balances by month
- Invest non-operating cash in appropriate securities
- Obtain rates of return for various projected maturities
- Monitor investment broker performance
- Monitor rates available on appropriate securities
- Prepare audit work papers related to investments and return on investments
- Handle solicitations from investment service providers
- Other Stuff that needs to be done

RESOLUTION NO. 16-167

A RESOLUTION MAKING CHANGES TO THE POSITIONS
ASSIGNED TO THE FINANCE DEPARTMENT

WHEREAS, a thorough evaluation of existing resources and department needs has been conducted by the Finance Director; and

WHEREAS, this evaluation showed a need to and abolish five (5) positions and create five (5) positions assigned to the Finance Department; and

WHEREAS, changes will have an impact on the authorized strength of the City; and

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

The following changes are in the best interest of the City of Council Bluffs, Iowa.

Abolish one (1) Controller position.
Abolish one (1) Treasurer position.
Abolish one (1) Auditor position.
Abolish one (1) Budget Analyst position.
Abolish one (1) Accounting Clerk II position.

Add one (1) Payroll & Disbursements Manager position.
Add one (1) Revenue Supervisor position.
Add one (1) Internal Control and Reporting Manager position.
Add one (1) Accountant II position.
Add one (1) Accountant I position.

AND BE IT FURTHER RESOLVED

The following position changes are hereby adopted and approved and become effective on the date approved by the City Council, this 27th day of June, 2016.

ADOPTED
AND
APPROVED:

June 27, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication

| | | |
|---|-------------------------------|--------------------------------|
| Department: Community Development | Ordinance No.: N/A | Council Action: <u>7-11-16</u> |
| Case/Project No.: WHTIP-16-001 | Resolution No.: <u>16-179</u> | |
| Subject/Title | | |
| Application for Workforce Housing Tax Incentive Program | | |
| Applicant | | |
| New Community Development Corporation dba NeighborWorks Home Solutions | | |
| Locations | | |
| 1) 1607 South 13 th Street – Howards Add Lots 2-4, Block 6 south of RR Row; 2) 1809 4 th Avenue - Everetts Add Lot 4 Block 14; 3) 2223 Avenue F - Burkes Add Lot 6 Block 4; 4) 2409 7 th Avenue - Wrights Add Lots 9-10 Block 16; 5) 2416 South 19 th Street – Beacon Place 2 Lot 2; and 6) 2420 South 19 th Street - Beacon Place 2 Lot 3. | | |
| Background/Discussion | | |
| <p><u>Background</u></p> <p>The State of Iowa established the Workforce Housing Tax Incentive Program (WHTIP) pursuant to Iowa Code Section 15.106A and the 2014 Iowa Acts, House File 2448, Section 18. The purpose of the program is to assist the development of workforce housing in Iowa communities by providing incentives for housing projects that are targeted towards middle-income households and that focus on the redevelopment or repurposing of existing structures. This program is intended to replace the Housing Enterprise Zone Program.</p> <p>To receive workforce housing tax incentives pursuant to the program, a proposed housing project shall include at least one of the following:</p> <ol style="list-style-type: none"> (1) Four or more single-family dwelling units. (2) One or more multiple dwelling unit buildings each containing three or more individual dwelling units. (3) Two or more dwelling units located in the upper story of an existing multi-use building. <p>The average dwelling unit cost cannot exceed \$200,000 per dwelling unit or \$250,000 per dwelling unit if the project involves the rehabilitation, repair, redevelopment or preservation of eligible property.</p> <p>Additionally, the WHTIP requires a city match pledge for each housing project in an amount equal to at least \$1,000 per dwelling unit, in the form of cash, cash equivalent, a local property tax exemption, rebate, refund or reimbursement.</p> <p><u>Discussion</u></p> <p>New Community Development Corporation dba NeighborWorks Home Solutions has submitted a request for WHTIP benefits on six scattered site lots at the locations listed above.</p> <p>New Community Development Corporation intends to utilize the assistance of the Iowa Western</p> | | |

Council Communication

Community College Construction Technology Program to build two single family detached homes at the South 19th Street locations. The other four homes will be constructed by Flat Iron Construction. The homes will have a sales price of approximately \$144,000 with approximately 1,326 finished square feet. They will include 3 bedrooms, 2 bathrooms and be constructed slab on grade style.

The total project investment is \$730,873 with a cost per unit of \$121,812. The total financial enterprise zone incentive available to the project is estimated to be \$97,425.

Based on review of the applicant's request, the project discussed above meets the requirements for Workforce Housing Tax Incentive Program benefits. As a result, the applicant is eligible for the following benefits: 10% investment tax credit and 100% rebate of state sales and utility use taxes.

A partnership between NeighborWorks Home Solutions and the City will provide \$1,000 cash for each dwelling unit in order to meet the local match requirement. Any final approval of this application is contingent upon the City receiving this cash for the project from the entity listed above.

Staff Recommendation

The Community Development Department recommends approval of the Workforce Housing Tax Incentive Program application submitted by New Community Development Corporation for the following parcels:

- 1) 1607 South 13th Street – Howards Add Lots 2-4, Block 6 south of RR Row;
- 2) 1809 4th Avenue - Everetts Add Lot 4 Block 14;
- 3) 2223 Avenue F - Burkes Add Lot 6 Block 4;
- 4) 2409 7th Avenue - Wrights Add Lots 9-10 Block 16;
- 5) 2416 South 19th Street – Beacon Place 2 Lot 2; and
- 6) 2420 South 19th Street - Beacon Place 2 Lot 3, City of Council Bluffs, Pottawattamie County, Iowa.

Attachments

The Workforce Housing Tax Incentive Program application for New Community Development Corporation has been provided under separate cover.

Submitted by: Brenda Carrico, Program Coordinator, Community Development Department

Approved by: Brenda Carrico, Program Coordinator, Community Development Department

RESOLUTION NO. 16-179

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS AUTHORIZING A JOINT APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY THE CITY OF COUNCIL AND NEW COMMUNITY DEVELOPMENT CORPORATION (DBA NEIGHBORWORKS HOME SOLUTIONS) FOR WORKFORCE HOUSING TAX INCENTIVE PROGRAM (WHTIP) BENEFITS.

WHEREAS, the State of Iowa established the Workforce Housing Tax Incentive Program (WHTIP) pursuant to Iowa Code Section 15.106A and the 2014 Iowa Acts, House File 2448, Section 18; and

WHEREAS, the purpose of the program is to assist the development of workforce housing in Iowa communities by providing incentives for housing projects that are targeted at middle-income households and that focus on the redevelopment or repurposing of existing structures; and

WHEREAS, New Community Development Corporation proposes to construct six single-family units and has requested WHTIP benefits; and

WHEREAS, the project is eligible for WHTIP under the category of “rehabilitation, repair, or redevelopment in a brownfield or grayfield site that results in new dwelling units (Infill Development);” and

WHEREAS, the general locations and legal descriptions of the project locations are:

- 1) 1607 South 13th Street – Howards Add Lots 2-4, Block 6 south of RR Row;
- 2) 1809 4th Avenue - Everetts Add Lot 4 Block 14;
- 3) 2223 Avenue F - Burkes Add Lot 6 Block 4;
- 4) 2409 7th Avenue - Wrights Add Lots 9-10 Block 16;
- 5) 2416 South 19th Street – Beacon Place 2 Lot 2; and
- 6) 2420 South 19th Street - Beacon Place 2 Lot 3, all in the City of Council Bluffs, Pottawattamie County, Iowa;

WHEREAS, the average dwelling unit cost does not exceed \$200,000 per dwelling unit; and

WHEREAS, the developer certifies that their units when completed and made available for occupancy will meet the U.S. Department of Housing and Urban Development’s housing quality standards and all applicable local safety standards; and

WHEREAS, the City of Council Bluffs commits to local matching funds of \$1,000 cash per dwelling unit, as required by the program; and

WHEREAS, after review and consideration of the request, the City of Council Bluffs has determined that the New Community Development Corporation project meets the requirements to qualify for benefits.

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

Section 1.0 The City Council declares New Community Development Corporation an eligible entity for WHTIP benefits.

Section 2.0 The City Council approves the New Community Development Corporation request for a 10% state investment tax credit and a 100% rebate of sales and utility use taxes subject to the entity entering into an agreement with the City. The tax credit, if not entirely used during the first year, can be carried over and applied against state tax liability for the next seven years or until depleted, whichever occurs first.

Section 3.0 The Mayor is hereby authorized to take such further actions as deemed necessary in order to carry into effect the provisions of this resolution.

Section 4.0 The provisions of this resolution shall be governed by the laws of the State of Iowa.

Section 5.0 That all resolutions and parts thereof in conflict therewith are hereby repealed to the extent of such conflict.

Section 6.0 That the provisions of this resolution are hereby declared to be separable and if any section, phrase, or provision shall be any reason be declared to be invalid, such declaration shall not effect the validity of the remainder of the sections, phrases and provisions hereof.

Section 7.0 That the approval of any and all WHTIP benefits is contingent upon New Community Development Corporation meeting all other applicable City codes and ordinances.

Section 8.0 That this resolution shall become effective immediately upon its passage and approval.

ADOPTED
AND
APPROVED:

July 11, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

STATE OF IOWA)
COUNTY OF)ss
POTTAWATTAMIE)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said County and State, personally appeared Matthew J. Walsh and Marcia L. Worden, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the said City of Council Bluffs, Iowa, a Municipal Corporation, that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Matthew J. Walsh and said Marcia L. Worden, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public in and for said State

Council Communication

| | | |
|---|-------------------------------|--------------------------------|
| Department: Community Development | Ordinance No.: N/A | Council Action: <u>7-11-16</u> |
| Case/Project No.: WHTIP-16-002 | Resolution No.: <u>16-180</u> | |
| Subject/Title | | |
| Application for Workforce Housing Tax Incentive Program | | |
| Applicant | | |
| Pottawattamie County Development Corporation | | |
| Location | | |
| 103-115 West Broadway | | |
| Background/Discussion | | |
| <p><u>Background</u></p> <p>The State of Iowa established the Workforce Housing Tax Incentive Program (WHTIP) pursuant to Iowa Code Section 15.106A and the 2014 Iowa Acts, House File 2448, Section 18. The purpose of the program is to assist the development of workforce housing in Iowa communities by providing incentives for housing projects that are targeted towards middle-income households and that focus on the redevelopment or repurposing of existing structures. This program is intended to replace the Housing Enterprise Zone Program.</p> <p>To receive workforce housing tax incentives pursuant to the program, a proposed housing project shall include at least one of the following:</p> <ol style="list-style-type: none"> (1) Four or more single-family dwelling units. (2) One or more multiple dwelling unit buildings each containing three or more individual dwelling units. (3) Two or more dwelling units located in the upper story of an existing multi-use building. <p>The average dwelling unit cost cannot exceed \$200,000 per dwelling unit or \$250,000 per dwelling unit if the project involves the rehabilitation, repair, redevelopment or preservation of eligible property.</p> <p>Additionally, the WHTIP requires a city match pledge for each housing project in an amount equal to at least \$1,000 per dwelling unit, in the form of cash, cash equivalent, a local property tax exemption, rebate, refund or reimbursement.</p> <p><u>Discussion</u></p> <p>Pottawattamie County Development Corporation (PCDC) proposes to construct a new four-story, mixed use building consisting of 24 market rate units and 6,700 sq. ft. of first floor retail for a the project located at 103-115 West Broadway. They have submitted a request for WHTIP benefits for the project to assist with the financing. PCDC will own the land and project throughout development and stabilization and partner with J Development Corporation who will provide its services to PCDC to manage the construction project from start to finish. The project is expected to be completed by December 31, 2017.</p> <p>The project is consistent with the amended Bluffs Center I Urban Renewal Plan and with the “Downtown Council Bluffs Plan” and completes the redevelopment of the south side of the 100 block.</p> <p>The total project investment is \$5,786,000 with the residential costs expected to be \$3,733,920 and a cost per unit of \$155,580. The total financial workforce housing tax credit available to the project is estimated to be between \$370,359 and \$489,323.</p> | | |

Council Communication

Based on review of the applicant's request, the project discussed above meets the requirements for Workforce Housing Tax Incentive Program benefits. As a result, the applicant is eligible for the following benefits: 10% investment tax credit and 100% rebate of state sales and utility use taxes.

The City will meet the local match requirement through the commitment of TIF funds. Any final approval of this application is contingent upon the City approving the development agreement related to the TIF commitment.

Staff Recommendation

The Community Development Department recommends approval of the Workforce Housing Tax Incentive Program application submitted by Pottawattamie County Development Corporation for the redevelopment of the property located at 103-115 West Broadway.

Attachments

The Workforce Housing Tax Incentive Program application for Pottawattamie County Development Corporation has been provided under separate cover.

Submitted by: Brenda Carrico, Program Coordinator, Community Development Department

Approved by: Brenda Carrico, Program Coordinator, Community Development Department

RESOLUTION NO. 16-180

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS AUTHORIZING A JOINT APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY THE CITY OF COUNCIL AND POTTAWATTAMIE COUNTY DEVELOPMENT CORPORATION (PCDC) FOR WORKFORCE HOUSING TAX INCENTIVE PROGRAM (WHTIP) BENEFITS.

- WHEREAS,** the State of Iowa established the Workforce Housing Tax Incentive Program (WHTIP) pursuant to Iowa Code Section 15.106A and the 2014 Iowa Acts, House File 2448, Section 18; and
- WHEREAS,** the purpose of the program is to assist the development of workforce housing in Iowa communities by providing incentives for housing projects that are targeted at middle-income households and that focus on the redevelopment or repurposing of existing structures; and
- WHEREAS,** Pottawattamie County Development Corporation (PCDC) proposes to construct a new four-story, mixed use building consisting of 24 market rate units and 6,700 sq. ft. of first floor retail and has requested WHTIP benefits for the housing component of the project which is located at 103-115 West Broadway; and
- WHEREAS,** the project is eligible for WHTIP under the category of “rehabilitation, repair, or redevelopment in a brownfield or grayfield site that results in new dwelling units (Infill Development);” and
- WHEREAS,** the legal description of the project is Orig Plat Lts 116,117 and Lts 1, 2, 3 Sub of Lt 118 and Lts 119, 120 & 121 Exc City and Orig Plat Lt 122 and E 4.73’ Lot 124, City of Council Bluffs, Pottawattamie County, Iowa;
- WHEREAS,** the average dwelling unit cost does not exceed \$200,000 per dwelling unit; and
- WHEREAS,** the developer certifies that their units when completed and made available for occupancy will meet the U.S. Department of Housing and Urban Development’s housing quality standards and all applicable local safety standards; and
- WHEREAS,** the City of Council Bluffs commits to local matching funds of \$1,000 per dwelling unit, as required by the program; and
- WHEREAS,** after review and consideration of the request, the City of Council Bluffs has determined that the Pottawattamie County Development Corporation project meets the requirements to qualify for benefits.

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

Section 1.0 The City Council declares Pottawattamie County Development Corporation an eligible entity for WHTIP benefits.

Section 2.0 The City Council approves the Pottawattamie County Development Corporation request for a 10% state investment tax credit and a 100% rebate of sales and utility use taxes subject to the entity entering

into an agreement with the City. The tax credit, if not entirely used during the first year, can be carried over and applied against state tax liability for the next seven years or until depleted, whichever occurs first.

Section 3.0 The Mayor is hereby authorized to take such further actions as deemed necessary in order to carry into effect the provisions of this resolution.

Section 4.0 The provisions of this resolution shall be governed by the laws of the State of Iowa.

Section 5.0 That all resolutions and parts thereof in conflict therewith are hereby repealed to the extent of such conflict.

Section 6.0 That the provisions of this resolution are hereby declared to be separable and if any section, phrase, or provision shall be any reason be declared to be invalid, such declaration shall not effect the validity of the remainder of the sections, phrases and provisions hereof.

Section 7.0 That the approval of any and all WHTIP benefits is contingent upon Pottawattamie County Development Corporation meeting all other applicable City codes and ordinances.

Section 8.0 That this resolution shall become effective immediately upon its passage and approval.

ADOPTED
AND
APPROVED:

July 11, 2016

Matthew J. Walsh Mayor

ATTEST:

Marcia L. Worden City Clerk

STATE OF IOWA)
COUNTY OF)ss
POTTAWATTAMIE)

On this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said County and State, personally appeared Matthew J. Walsh and Marcia L. Worden, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the said City of Council Bluffs, Iowa, a Municipal Corporation, that the seal affixed hereto is the seal of said Municipal Corporation; that said instrument was signed and sealed on behalf of the said City of Council Bluffs, Iowa, by authority of its City Council; and that said Matthew J. Walsh and said Marcia L. Worden, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public in and for said State

COUNCIL COMMUNICATION

Department: Public Works Ordinance No. _____
Case/Project No.: _____ Resolution No. 16-181 Council Action: 7/11/2016
Applicant: Greg Reeder, Public Works Director

SUBJECT/TITLE

Council consideration of a resolution authorizing the Mayor to execute Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation.

BACKGROUND/DISCUSSION

- Iowa Code regulates the state and city responsibilities for the state jurisdiction roads (primary roads) inside city corporate limits.
- The primary system in Council Bluffs would include Interstates 80 and 29, IA 92 (Veterans Memorial Highway), IA 192 (S Expressway/6th Street/7th Street), and US 6 (Kanesville Blvd).
- The maintenance obligations of the state and city are dictated by the Iowa Code. The agreement reflects these code requirements.
- The agreement covers the time period from July 1, 2016 through June 30, 2021.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director



Iowa Department of Transportation

Agreement for Maintenance and Repair of Primary Roads in Municipalities

This Agreement made and entered into by and between the Municipality of Council Bluffs, Pottawattamie County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadside within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.
4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove

snow and ice from sidewalks on bridges used for pedestrian traffic.

- 5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
- 6. Clean, sweep and wash streets when considered necessary by the Municipality.
- 7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

- 1. Maintain and repair highway facilities due to utility construction and maintenance.
- 2. Removal of trees as necessary and the trimming of tree branches as necessary.
- 3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

- 1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
- 2. Mark traffic lanes on the cross street.
- 3. Remove snow on the cross street, including bridges over the freeway.
- 4. Clean and sweep bridge decks on streets crossing over freeway.
- 5. Maintain all roadside areas outside the freeway fence.
- 6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
 - B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
 - C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
 - D. To comply with the current Utility Accommodation Policy of the Department.
 - E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.
- IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.
- V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.
- VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.
- VII. This Agreement shall be in effect for a five year period from July 1, 2016 to June 30, 2021

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Council Bluffs

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____

District Engineer

Date _____

Date _____

**RESOLUTION
NO 16-181**

**RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT WITH
IOWA DEPARTMENT OF TRANSPORTATION FOR
MAINTENANCE AND REPAIR OF PRIMARY ROADS IN MUNICIPALITIES**

- WHEREAS, Iowa Code requires municipalities and the Iowa Department of Transportation to enter into an agreement covering maintenance and repair of primary roads in municipalities; and
- WHEREAS, said agreement establishes specific responsibilities of the city and the state; and
- WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor is hereby authorized, empowered, and directed to execute an agreement with Iowa Department of Transportation for Maintenance and Repair of Primary Roads in Municipalities.

ADOPTED
AND
APPROVED

July 11, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

COUNCIL COMMUNICATION

Department: Police Department Ordinance No. _____ Council Action: July 11, 2016
Case/Project No.: _____ Resolution No. 16-182
Applicant: Tim Carmody, Police Chief

SUBJECT/TITLE

Council consideration of a resolution authorizing the Mayor to execute an agreement with Project Advocates for owner's representative and related services during the design, development, bidding, construction and commissioning phases of a new police headquarters building.

BACKGROUND/DISCUSSION

- Over the last year staff from the Police Department, citizens and other City staff have worked with a team of subject matter experts to conduct a needs assessment and site selection. That phase of the project has been completed and on Tuesday, May 3, 2016 the citizens of Council Bluffs approved a \$20 million dollar bond to fund the project.
- While this service is not estimated at greater than \$200,000 in a calendar year, it may surpass that amount throughout the duration of the project. For that reason the City chose to follow Section 5, subsection D of the Professional Services policy. The following information is provided in compliance with the policy for professional services estimated at greater than \$200,000.
 1. RFQ was released and six proposals were received. The firms who submitted were: Shive-Hattery Architecture and Engineering, Tetrad Property Group, Project Advocates, CPMI (Cost, Planning, & Management International), CBRE | MEGA, and CBC Real Estate Group.
 2. Proposals were mailed to a list of firms who had previously contacted the City and asked to receive it. Additionally, the information was released to the general public on the City's website. A mandatory meeting was held to determine eligibility.
 3. The evaluation committee consisted of 8 people. Two members were from outside of the Police Department. The evaluation committee members were: Tim Carmody, Todd Weddum, Ray Mabbitt, Terry LeMaster, Scott Milner, Greg Schultz, Greg Reeder, and Wendy Schultz. The process was administered by Purchasing Officer, Kim Riebe.
 4. The committee ranked firms based on team qualifications (35%), previous work experience (20%), project approach and understanding (35%), and clarity, conciseness, and organization (10%). These are the same criteria and weights used by the Public Works Engineering Department.
 5. Three firms - Project Advocates, CPMI (Cost, Planning, & Management International), and CBRE | MEGA - were invited to provide presentations and one was identified as the best team for this project – Project Advocates.
- If approved, the City will negotiate with Project Advocates to finalize the scope of services and the total cost for the project. The fees for these services are budgeted in the total cost of the project.

RECOMMENDATION

Approval of this resolution.

Tim Carmody, Chief of Police

RESOLUTION 16-182

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PROJECT ADVOCATES FOR OWNER'S REPRESENTATIVE AND RELATED SERVICES DURING THE DESIGN, DEVELOPMENT, BIDDING, CONSTRUCTION AND COMMISSIONING PHASES OF A NEW POLICE HEADQUARTERS BUILDING.

- WHEREAS, on May 3, 2016, the citizens of Council Bluffs approved a \$20 million dollar bond to fund the project; and
- WHEREAS, a RFQ was released, the information was released to the general public and posted on the City's website; and
- WHEREAS, six proposals were received from Shive-Hattery Architecture and Engineering, Tetrad Property Group, Project Advocated, CPMI (Cost, Planning, & Management International), CBRE | MEGA, and CBC Real Estate Group; and
- WHEREAS, an evaluation committee was formed and consisted of Tim Carmody, Scott Milner, Todd Weddum, Ray Mabbitt, Terry LeMaster, Greg Schultz, Greg Reeder and Wendy Schultz. The process was administered by Kim Riebe, Purchasing Officer; and
- WHEREAS, the committee ranked firms based on the criteria and weights used by the Public Works Engineering Department; and three firms were invited to provide presentations and one was identified as the best team for this project; and

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

That the Mayor is hereby authorized, empowered, and directed to execute an agreement with Project Advocates for and on behalf of the City of Council Bluffs for owner's representative and related services during the design, development, bidding, construction and commissioning phases and finalize the scope of services and the total cost of the project for the Council Bluffs Police Headquarters Building.

ADOPTED
AND
APPROVED

July 11, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

COUNCIL COMMUNICATION

| | | |
|--|------------------------------|--------------------------------------|
| Department: <u>Public Works</u> | Ordinance No. _____ | |
| Case/Project No.: _____ | Resolution No. <u>16-183</u> | Council Action: <u>July 11, 2016</u> |
| Applicant: <u>Greg Reeder, Public Works Director</u> | | |

SUBJECT/TITLE

Council consideration of a resolution authorizing the Mayor to execute the Vehicle and Equipment Maintenance Agreement with the Council Bluffs Community School District.

BACKGROUND/DISCUSSION

- The Council Bluffs Public Works Fleet Maintenance has provided vehicle and equipment maintenance for the Council Bluffs Community School District for nearly twenty years. The proposed agreement establishes the consideration and terms of the agreement. The agreement would run through June 30, 2020.
- The city would maintain all school equipment except school buses. The city also provides fuel for the school equipment. This contract provides fuel for the school at city cost and a surcharge on labor and materials of 43% over city cost. The surcharge represents the school sharing 50% of the estimated savings in the service provided by the city versus a private service provider.
- This agreement saves the Council Bluffs Community School District money over using a private service and provides the city with additional revenue which reduces city out-of-pocket costs. It is estimated that for labor and materials, the cost of the city to service Council Bluffs Community School District vehicles and equipment would be around \$32,000 per year. The Council Bluffs Community School District would cover those costs plus pay the city an estimated surcharge of \$13,760. The net savings to the school over private service costs would also be \$13,760 per year (estimated). The Council Bluffs Community School District reimburses the city for fuel at around \$45,000 per year.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

VEHICLE and EQUIPMENT MAINTENANCE AGREEMENT

This agreement is entered this _____ day of _____, 2016, by and between the City of Council Bluffs, Iowa (“City”) and Council Bluffs Community School District (“School”) for the purpose of setting out terms under which the City will provide vehicle and equipment maintenance service to the school and the consideration that the school will tender to the City in return for said service.

I. TERM –The term of this agreement shall be 4 years, effective from July 1, 2016 to June 30, 2020.

II. SERVICE TO BE PERFORMED – Pursuant to this Agreement, City shall provide the following services:

1. **Maintenance Service**-City will provide full maintenance service for all school equipment including trucks, automobiles, mowers, and similar small engine equipment. School busses and other student transportation vehicles are excluded from this Agreement. Included services are: preventative maintenance (oil changes, filters, etc.), brake work, exhaust systems, tire repair, transmission and engine work.
2. **Towing Service**-Towing which can be performed by the City will be provided.
3. **Body Service**-In the event body work may be needed, the City will secure bids at school’s request. Results of bids will be communicated to school representative, who will then either approve or disapprove the bid. At no time will the City cause body work to be performed without specific written authorization from school.

4. Fuel Service-Fueling services for all school vehicles authorized by the scope of this Agreement will be provided at the City Maintenance Facility. City will provide school employees with training and fuel keys needed to use City's Fuel Tracking System which records fuel by specific vehicle or piece of equipment.

III. CONSIDERATION-

1. The charge for maintenance service, City labor and all parts/materials will be the City's actual costs with a 43% surcharge added.
2. The charge for towing services performed by the City will be the City's actual costs with a 43% surcharge added.
3. The charge for towing services performed by third party providers will be the actual cost charged the City for such services.
4. The charge for body services performed by the City will be the actual costs to the City with a 43% surcharge added.
5. The charge for body services performed by third party providers will be the actual cost charged to the City for such services.
6. The charge for fuel will be the City's actual cost.

IV. BILLINGS – Billings will be sent out on a monthly basis.

V. PAYMENTS- Payments are due and owing upon receipt. No penalty shall be assessed if payments are made within 30 days of receipt. A late fee of 2% shall be assessed on all payments not received within 30 days of receipt.

VI. HOLD HARMLESS- As additional consideration to the City for the performance of services set out herein, School agrees to indemnify, defend and

hold harmless the City, its employees and agents from any and all injuries to person or property including death which might arise as the result of performance of the services contemplated by this Agreement.

VII. TERMINATION-Either School or City may terminate this Agreement with or without cause by giving a thirty day written Notice of Intent to Terminate.

VIII. NOTICES-Any notice required by this Agreement will be deemed sufficient if sent by certified mail to:

On behalf of the City:

Matthew J. Walsh, Mayor
209 Pearl Street
Council Bluffs, IA 51503

On behalf of the School:

Dr. Martha Bruckner, Superintendent
300 W. Broadway, Suite 1600
Council Bluffs, IA 51503

In witness of this Agreement and as authorized representatives of our respective organizations, we have affixed our signatures hereto.

CITY OF COUNCIL BLUFFS

By: _____
Matthew J. Walsh, Mayor

COUNCIL BLUFFS COMMUNITY
SCHOOL DISTRICT

By: _____

_____, Board President

RESOLUTION
NO 16-183

**RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT WITH
COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT FOR
VEHICLE AND EQUIPMENT MAINTENANCE**

- WHEREAS, the Council Bluffs Community School District requests the city provide fuel and vehicle and equipment maintenance for the school; and
- WHEREAS, the city agrees to provide this service in accordance with the terms of the agreement; and
- WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

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

That the Mayor is hereby authorized, empowered, and directed to execute an agreement with Council Bluffs Community School District for vehicle and equipment maintenance.

ADOPTED
AND
APPROVED

July 11, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication

| | | |
|--|------------------------------|----------------------------------|
| Department: Human Resources Submitted by: Jon Finnegan | Resolution No. <u>16-184</u> | Council Action: <u>7/11/2016</u> |
| Subject/Title | | |
| Council resolution approving revisions of three (3) existing Personnel Policies. | | |
| Background/Discussion | | |
| <p>The City has updated three (3) existing Personnel Policies; Policy 400 – Vehicle Usage, Policy 402 – Cell Phone Use and Compensation, and Policy 806 – Personal Appearance of Employees.</p> <p>The updates consist of:</p> <p>Policy 400:</p> <ul style="list-style-type: none">• Reduced the number of forms necessary to administer the policy• Created reimbursement for actual expenses incurred and require receipts (previously, there was reimbursement for meals even if the employee didn't incur an expense)• Provided clarity around who should drive City owned vehicles home, resulting in fewer City owned vehicles being driven home by employees• Confirmed appropriate taxation to employees for use of vehicles <p>Policy 402:</p> <ul style="list-style-type: none">• The 'standard' is to provide for a stipend versus the City purchasing cell phones• Update outdated policy provisions (e.g. reimbursing an employee for exceeding their minutes available on their cell phone plan)• Reduced the number of forms necessary to administer the policy <p>Policy 806:</p> <ul style="list-style-type: none">• Defined more specific examples of acceptable dress• Created a breakout of examples for the following three (3) types of employees:<ul style="list-style-type: none">○ Employees who wear a uniform○ Employees who work in an office environment○ Employees who work in an outdoor environment | | |
| Recommendation | | |
| It is recommended that the attached resolution be adopted by the City Council. | | |

Jon Finnegan, Director of Human Resources

Matthew J. Walsh,

Mayor

City Personnel Policy

VEHICLE USAGE

POLICY: 400

Council approval:

Pages: 5

POLICY:

It is the policy of the City to provide vehicles for business use whenever possible, to allow employees to drive for City business, and to reimburse employees for business use of personal vehicles according to the guidelines below.

APPLICABILITY:

The provisions of this policy are applicable to all City employees who receive reimbursements or allowances for the use of their personal vehicles in conducting City business; or, who operate City vehicles.

ADMINISTRATION:

The Finance Director is responsible for the contents and administration of this policy. The Public Works Operations Director is responsible for the compliance and administration, and purchasing of vehicles contained in this policy.

PROCEDURE:

1. **In General.** The use of a City-owned vehicle or the receipt of mileage reimbursement or allowances for the use of a personal vehicle will be approved only for necessary travel for official City business. Those who are required to use a personal vehicle in conducting official City business shall receive mileage reimbursements in accordance with this policy. Use of an emergency/Special-use vehicle or assignment of an eight-hour vehicle shall also be in accordance with the provisions of this policy. However, it is understood that certain operational demands may exempt certain operators from some of the provisions of this policy.
2. **Permitted Uses.**
 - A. **General:** Vehicles covered under this policy shall be used for official City business only. Operators of both personal and City-owned vehicles shall observe all traffic regulations. They are also expected to drive the shortest and most direct route between stops.
 - B. **Lunch Breaks:** Only those departments or divisions assigned emergency or special use vehicles, and those assigned vehicles on an eight-hour basis, who

regularly work in the field most of the day may use the vehicle for transportation to and from lunch.

- C. Passengers: Only City employees shall drive or ride in City vehicles or private vehicles being used for official City business except that others may ride in such vehicles when such use directly relates to City business.

3. **Qualifications to Operate Vehicle.** Department Heads use all reasonable means for ensuring that all of their employees have a license to operate the type of vehicle being used and that the employee's safety driving record and physical condition justifies the operation of such vehicles. Employees holding jobs designated as requiring regular driving for business must, as a condition of employment, be able to meet the driver approval standards of this policy at all times. For all other jobs, driving is considered only an incidental function of the position. Employees approved to drive on City business are required to inform their supervisor of any changes that may affect either their legal or physical ability to drive or their continued insurability.

4. **Types of Assignment.**

- A. Guidelines. Those who regularly need a vehicle in performance of their official City business will use a personal vehicle; or, at the City's option, be assigned an eight-hour vehicle or an emergency/special use vehicle. Although each type of assignment will be determined individually, the following guidelines shall be followed in making these types of assignments.

(1) **Personal Vehicle:** Reimbursements for the regular use of a personal vehicle on official City business will be approved when this type of arrangement best meets the needs of the City. Normally this type of assignment shall be considered when a vehicle is needed for a limited number of hours each day, and when no City pool-vehicle is available.

(2) **Eight-hour Assigned City Vehicle:** An eight-hour assignment of a City vehicle may be approved to a specific employee or department when:

- (a) It is less expensive to furnish a vehicle than to pay mileage; and,
- (b) Necessary funds are included in the department's operating budget; and,
- (c) A vehicle other than a passenger vehicle is required; or,
- (d) Other factors warrant such an assignment.

(3) **Emergency or Special-Use Vehicle:** An emergency or special-use vehicle will be approved to the department when:

- (a) The department is frequently subject to twenty-four hour emergency calls throughout the year and carries special tools, equipment, supplies, or parts needed to perform emergency work or special duties.
- (b) Other circumstances not specifically mentioned herein warrant such an assignment.

5. **Authorization.** Authority to regularly receive mileage reimbursements for the use of a personal vehicle for official City business or to use a City-owned vehicle on an eight-hour basis or emergency or special-use assignment must be received from the Mayor upon recommendation of the appropriate Department Head. The appropriate form to be completed by Department Head is "Request for City Vehicle Assignment" (see Appendix "A" - F400-4). Only those assignments which are first recommended by the Department Head shall be forwarded to the Mayor for review. Assignment requests which are not warranted shall be denied by the Department Head. After each request is approved by the Department Head, it shall be forwarded to the Mayor for final approval or disapproval.
6. **Use of a Personal Vehicle on Official City Business.** Compensation for the use of a personal vehicle will be made only after approval by the Mayor. All employees shall properly document all mileage driven in their personal vehicle for official City business. Said documentation shall be approved by their respective Department Head and submitted to the Finance department for reimbursement at the current rate allowed by state law. As the amount for reimbursement allowed is adjusted by the state, the City will review any changes in the amount paid by the City taking into consideration any requirements imposed by state law.
7. **Documentation.** In order to receive mileage reimbursements for traveling expenses for official City business in a personal vehicle, it is necessary that accurate, detailed and substantiated mileage records be kept. Reimbursements shall be made on the following basis:
 - A. Authorized Reimbursement: A City employee is expected to use good judgment in submitting requests for mileage reimbursements. Reimbursements will be made only for mileage traveled in conducting official City business. Mileage for traveling between home and work and between work and lunch or other personal business does not qualify for reimbursement. Employees shall be expected to use the shortest and most direct routes in the performance of their duties.
 - B. Procedure: The Travel & Business Expense Reimbursement Request (see Appendix "A" - 401-1) shall be signed by the employee requesting the reimbursement and submitted to the Department Head for review and payment. Reimbursement requests shall be filed with the Department Head within ten days following the end of the month. Any late filings may not be paid until the following month.
8. **Insurance.** Employees using personal vehicles are required to provide proof of automobile insurance coverage for liability and property damage. The City will not assume responsibility for any physical damage to employees' vehicles.
9. **Responsibility.** Employees assigned City-owned vehicles on an emergency/special-use or eight-hour basis shall assume responsibility for making the vehicle available to the appropriate City garage at appropriate times for

servicing and for immediately reporting any mechanical failures or difficulties. It shall be the responsibility of City employees to follow this policy; and if a departmental director sees his/her employees use City vehicles by careless operation or with maintenance neglect, such employees may be subjected to disciplinary action and/or dismissal. Employees authorized to use a City-owned vehicle for commuting or other personal purposes are subject to IRS regulations and when appropriate must submit the necessary records to the Finance Department to facilitate W-2 reporting requirements.

10. **Storage of City-owned Vehicles.** City-owned vehicles assigned on an emergency/special-use basis when driven home shall be parked only on the private property where the assigned operator resides and not on the street unless a waiver is granted by the Department Head. If possible, City vehicles should be parked overnight or on weekends in a garage.
11. **Safety Guidelines.** All individuals operating a vehicle during the performance of their job are expected to observe the following safety guidelines:
 - A. Circumstances permitting, the operator of a vehicle has the responsibility to check the safety features of their vehicle prior to commencing operation. The check should include (but is not limited to) all lights and brakes.
 - B. No operator of a vehicle shall modify, remove, deactivate or otherwise tamper with the vehicle safety belts, emission control devices, or any part of the vehicle which affects its operation. Safety belts shall be worn in compliance with Iowa state law.
 - C. During periods of inclement weather when vehicles cannot be washed regularly, the operator of a vehicle must assure the headlight and taillight lenses are kept clean, insofar as circumstances permit.
 - D. No employee shall operate any vehicle which he/she believes to be operationally unsafe.
 - E. Regardless of the seriousness of the situation to which the employee is responding, and excepting circumstances that are clearly beyond the employee's control, the operator shall be held accountable for the manner in which he/she operates his/her vehicle.
 - F. City vehicles shall be legally parked in such a manner so as to not create an obstacle or hazard to other traffic.
 - G. The operator of a City vehicle, upon being made aware of any unsafe condition, shall advise his/her supervisor, who shall refer the vehicle to the City repair shop.
 - H. A City vehicle with serious mechanical defects shall be towed, not driven, to the shop.

- I. The operator of a vehicle shall exercise careful observation of surrounding conditions before turning or backing the vehicle.
 - J. A vehicle shall not be left unattended with its engine in operation.
 - K. The operator must recognize the variable factors of weather, road surface conditions, road contour, and traffic congestion, all of which directly affect the safe operation of any motor vehicle, and shall govern the operation of his/her vehicle in accordance with these factors.
 - L. In addition to the provisions of this policy, the operation of City vehicles is also governed by the Motor Vehicle Laws of the State of Iowa and City ordinances.
12. **Vehicular Accident Reporting.** In the event of any accident involving a City vehicle or a private vehicle being used on official City business, the vehicle shall be left in exactly the position that it came to rest after the accident. After insuring that no life is in immediate jeopardy, the employee shall notify their immediate supervisor of the accident. The supervisor shall notify their Department Head, the Risk Manager, and the City Attorney of the accident.

The employee shall complete all accident reports necessary and shall fully cooperate in the investigation of the accident.

13. **Out-of-Town Travel.** When traveling outside of the immediate area, the means of travel shall be in the best interests of the City, as determined by the employee's Department Head.

City Personnel Policy

CELL PHONE USE AND COMPENSATION

POLICY: 402

Pages: 2

POLICY:

The City will determine which employees have a need to conduct legitimate City business on a cellular phone. For these employees, the City will compensate the employee for business use of the employee's personal cell phone via a stipend.

APPLICABILITY:

All City employees.

PURPOSE:

This policy defines procedures and guidelines for the initial approval, stipend level, and the need for continued use of cellular phones by City employees.

ADMINISTRATION:

Each Department Head is primarily responsible for the contents and administration of this policy.

PROCEDURE:

1. The Department Head will approve a cell phone stipend and level for those employees who need this service to facilitate the performance of their job.
2. An employee who has been designated as needing wireless phone service should complete a "Wireless Services Compensation Agreement" form (see Appendix "A" - F402-1).
 - A. City pays stipend toward employee-owned cell phone.
 - (1) The level of the stipend is determined by the Department Head based on the average amount of business phone usage that is projected and any other special plan features or equipment that is determined to primarily benefit the City.

(2) Cell phone stipends will be paid only to those employees who are willing to have their cellular phone number published for City use and who are willing to be available for calls by keeping their cell phones on when out of the office during working hours.

(3) The stipend is part of the employee's taxable wage.

3. On-the-job Cell Phone Usage:

- A. It is realized that employees may occasionally need to make or receive personal calls during working hours. Like the use of City-owned landline phones, time spent on such personal calls should be kept to a minimum so as not to interfere with the quantity and quality of work required. To the extent possible such calls should be made during break time and lunch periods.
- B. Making a call while operating a vehicle is strongly discouraged. Sending texts or using a cell phone for other uses is prohibited while operating a vehicle. Employees should plan to allow placement of calls prior to travelling or upon arrival at their destination.
- C. Using a cell phone (calls, texts, other) while operating a **commercial motor vehicle** is prohibited. Employees should plan to allow their use of a cell phone prior to travelling or upon arrival at their destination.

Any exceptions to this policy must be approved by the Mayor.

City Personnel Policy

PERSONAL APPEARANCE OF EMPLOYEES

POLICY: 806

Council approval:

Pages: 3

POLICY:

It is the policy of the City that each employee's dress, grooming, and personal hygiene should be appropriate for their work situation. Anything that could be considered a safety hazard, offensive, distracting, or otherwise diminish the confidence in an employee's ability to deliver quality services will not be permitted.

APPLICABILITY:

All employees

PROCEDURE:

1. To maintain a professional image requires the cooperation and good judgment of every employee, supervisor, manager, and Department Head.
 - A. Supervisors should be aware of how employees are dressed and take actions to correct any inappropriate attire.
 - B. Supervisors should periodically inspect uniform clothing items and replace items that have become too worn; or, where applicable, direct the employee to replace uniform items that are too worn.
 - C. If an employee arrives for work out of compliance with this policy, their supervisor will send them home to change. The employee will not be paid for this time.
2. General standards
 - A. Clothing should fit properly, be clean, and not be torn or visibly patched. Pants and jeans should not be too tight or so loose or baggy that underwear or skin is visible when moving around or bending.
 - B. All clothing items worn in the office or out of the office during the work day must not display any image or text that is inappropriate or distracts from the professional image of the City.

- C. Hair should be clean, combed, and neatly trimmed or arranged. Sideburns, moustaches, and beards should be neatly trimmed.
- D. Visible tattoos must not be offensive or create a notable distraction.
- E. Visible body piercings must not be offensive or create a notable distraction.
- F. All footwear should be clean, safe, and appropriate for the duties and responsibilities of the employee.
- G. Employees should not wear suggestive or otherwise inappropriate attire such as halter tops, crop tops, tank tops, strapless or party dresses, mini-skirts, capri-pants, leggings, spandex, stirrup pants, shorts, tee-shirts, hoodies, athletic shoes, sandals or other casual, open-toed shoes. This is not an exhaustive list; merely examples. If you are unsure whether an article of clothing is appropriate or not, ask your supervisor before wearing it to work.

3. Specific Guidelines

- A. **Guidelines for employees who wear uniforms to work:**
 - a. Employees who wear a uniform of any type, including a simple uniform shirt, must be in uniform on all work days.
 - b. Employees shall only wear the prescribed uniform when “on duty” or when traveling to or from work.
 - c. If departmental uniform policy differs from this policy, employees shall comply with their departmental policy.
- B. **Guidelines for employees who work in an office environment:**
 - a. Office employees are permitted to dress in business casual clothing.
 - i. Button-down shirts, ties, knit tops, polo shirts, blouses, sweaters, dresses, skirts, khakis, slacks, and dress shoes.
 - b. Certain work assignments may dictate more professional attire such as suits, blazers, sports jackets, pants suits and the like when representing the City at meetings with boards, commissions, businesses, and other agencies.
 - c. At its own discretion, the City may have casual days (e.g. jeans on Friday). On those days, employees should continue to follow the other guidelines for appropriate clothing.
 - d. Hats should not be worn in the office.
- C. **Guidelines for employees who work in the field:**
 - a. Button-down shirts, knit tops, polo shirts, blouses, sweaters, jeans, khakis, slacks.

- b. Field employees should wear leather work boots or other closed toed shoes appropriate for their position.
 - c. For safety reasons, field employees should not wear canvas shoes or open-toed shoes.
 - d. Hats may be worn in the field provided they meet the general standards outlined above.
3. Employees who desire an exception to this policy for religious or medical reasons should obtain approval of the Mayor through their supervisor, manager, and department head.

RESOLUTION NO. 16-184

A RESOLUTION APPROVING ADDITIONS TO AND REVISIONS OF
THE CITY'S CURRENT PERSONNEL POLICY MANUAL.

WHEREAS, the last revision of the City Personnel Rules occurred in 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 Policy 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 are hereby adopted and the Personnel Policy manual will be updated accordingly.

ADOPTED
AND
APPROVED

July 11, 2016

Matthew Walsh

Mayor

ATTEST:

Marcia L. Worden

City Clerk

Council Communication

| | | |
|---|---|----------------------------------|
| Department: Health Case/Project No. Applicant: Donn Dierks, Director of Public Health | Ordinance No. Resolution No. <u>16-185</u> | Council Action: <u>7/11/2016</u> |
| Subject/Title | | |
| Resolution assessing \$11,373.00 in unpaid costs of weed abatement against these properties. | | |
| Background/Discussion | | |
| <p>The properties were inspected by personnel of the Department of Public Health and found to contain weeds, brush and/or debris in violation of City Ordinance 4.19.010 or 8.54.010. The titleholder of record was notified by mail of the violation and given at least seven (7) days to abate the nuisance.</p> <p>Upon failure of the owner to comply with the notice the property was referred to the city weed contractor who abated the weeds, brush and/or debris. The city was billed for this work and has paid the contractor. We have in turn sent a statement to the titleholder of record requesting payment of this amount plus the cost to the city for enforcing the ordinance. To date, payment has not been received and at least ten (10) days have elapsed from the date of billing as required by ordinance.</p> <p>The Council has for the past thirty-five years assessed all costs of weed abatement against other properties.</p> <p>ALTERNATIVE ACTIONS</p> <p>City Ordinance states that these costs “may be assessed”, therefore, there are two major alternatives possible:</p> <ol style="list-style-type: none"> 1. Take no action: The cost of weed abatement at these lots will be paid from the general fund. Thus, the cost will be spread among all taxpayers including the vast majority who care for their property and keep it cut. 2. Asses the costs to the specific property: Thus, the responsible property owner will bear the cost of failing to comply with City Ordinance (unless they choose not to pay the taxes). In addition to all costs incurred, an additional \$50.00 has been added to each amount to help pay for the extra work involved in the assessment process. | | |
| Recommendation | | |
| It is recommended that the Council approve this resolution, by adopting Alternative 2: Assessment of all costs against the properties. | | |

Donn Dierks, Director of Public Health

Matthew J. Walsh, Mayor

| Parcel | Address | Description | Name | Num |
|-----------------|------------------------------------|--|---------------------------------|-----|
| 7443 05 429 001 | 2701 TARA HILLS ST | TARA HILLS O/L 1 | GREENVIEW DEVELOPMENT LLC | 1 |
| 7444 01 103 008 | 816 17TH AVE | HOWARDS ADD LTS 9 & 10 BLK 2 | DAWSON, ELIZABETH J | 70 |
| 7444 01 183 003 | LT S OF 2100 S 6TH ST | HUGHES & DONIPHANS ADD LTS 2, 3, 15 & 16 BLK 15 & ALL VAC ALLEY BETWEEN LTS 2,3 & 16 & 1/2 VAC ALLEYADJ LT 15 EXC RR | ALFARO, MOISES E | 83 |
| 7444 10 385 010 | 4017 BEL AIR DR | TWIN CITIES PLAZA LOT 206 | LARSEN, ANTHONY-DAWN | 54 |
| 7444 13 251 010 | VAC LT @ 4502 SIOUX ST | MANAWA PARK ADD REPLAT OF BLK 27 TO 31 N 1/2 LT 6 BLK B N 1/2 LT 5 BLK B N 1/2 E 1/2 LT 4 BLK B | ALLEN, JOSEPH L JR | 35 |
| 7543 30 105 026 | 1214 E WASHINGTON AVE | BABBITT PLACE LT 6 BLK 4 | SHOCKEY, THOMAS E | 62 |
| 7543 30 312 001 | 204 FRANK ST | JOHN JOHNSONS ADD LT 1 & N HALF LT 2 BLK 1 | BURK, TONYA R | 6 |
| 7543 30 312 012 | 221 LINCOLN AVE | JOHN JOHNSONS ADD LT 13 BLK 1 | FEDERAL HOME LOAN MORTGAGE CORP | 13 |
| 7543 30 363 001 | 401 DAMON ST | STUTSMAN SECOND ADD LOT 0016BLOCK 0011 | MORAINE, JAMES E-FRANCY K | 57a |
| 7543 30 363 002 | VAC LT ADJOINING 401 DAMON ST | STUTSMAN SECOND ADD LOT 0015BLOCK 0011 | MORAINE, JAMES E-FRANCY K | 57b |
| 7543 30 379 030 | 320 FRANK ST | LINCOLN PLACE S8.5' LT 1 & ALL LT 2 | HUENNIGER, DONALD M JR-KATRINA | 61 |
| 7543 31 110 018 | 212 HILL ST | STUTSMAN SECOND ADD E48.5' LTS 7 & 8 BLK 9 | YOSHIDA, JAMES | 47 |
| 7543 31 129 001 | 615 GRACE ST | LANGSTROM ADD LT 9 EXC COMM NE COR TH SLY29' SWLY40.5' NLY49.2' TO POB & STUTSMAN SECOND ADDLT 5 & PT LT 4 COMMSW COR TH NLY10'NE27.8' S18.9' SW13.4' TO POB BLK 6 | SIMPSON, SHERRY L | 45 |
| 7543 31 179 010 | 117 IOWA AVE | WILSON TERRACE LT 3 BLK 2 & 7' ALLEY ADJ | ADAMS, CHAD J | 7 |
| 7544 25 278 005 | CRNR LT BENTON & HALL ST | JOHNSON ADD PT LT 52 COMM 50'N SE COR LT 52 TH W49.85' N47' E50' S44.1' TO POB | BERNER, WILLIAM A-JENNIFER L | 39 |
| 7544 25 309 012 | 520 N 8TH ST | HALLS ADD N32 1/2' S1/2 LTS 5 & 6 BLK 8 | ACME REAL ESTATE INC | 52 |
| 7544 25 315 008 | 314 N 8TH ST | HALLS ADD N35' LT 6 BLK 10 | OCONNOR, DENISE L | 53 |
| 7544 25 327 008 | 744 AVE F | JENSENS SUB OF MILL ADD BLK 4 LT 8 | BORNTRAGER, SHIRLEY | 67 |
| 7544 25 355 017 | PKING LT NX TO 210 N 8 ST | GRIMES ADD S45' LT 1 BLK 5 | HANCOCK, CRAIG LEE | 27 |
| 7544 25 355 018 | 210 N 8TH ST | GRIMES ADD N1/2 LT 10 BLK 5 | HANCOCK, CRAIG LEE | 26 |
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 10 |
| 7544 25 356 002 | LT S OF 215 N 8 ST | GRIMES ADD N26' W94' EXC 3.5' LT 7 BLK 3 | BIG CAT INC | 63 |
| 7544 25 356 003 | S OF 215 N 8 ST | GRIMES ADDITION S32 FT W94 FT LT 7 BLK 3 | ATHAY, WILLIAM T III | 51 |
| 7544 25 362 001 | W OF 927 AVE A | GRIMES ADDITION W1/2 EX S11 FT LT 5 BLK 10 | CODY, W LYLE | 64 |
| 7544 25 487 014 | 110 STUTSMAN ST | STUTSMANS FIRST ADD N10' LT 6 BLK 3 & S10' LT 7 BLK 3 | WORTH, DONALD D | 46 |
| 7544 25 489 003 | 207 S 1ST ST | ORIG PLAT LT 62 & LT 2 OF LT 61 | NEWMAN, CHRISTOPHER J-AMANDA M | 43a |
| 7544 25 489 010 | LT SE OF 207 S 1ST ST (Semi-cont.) | STUTSMANS FIRST ADD S42' LT 2 BLK 5 | NEWMAN, CHRISTOPHER J-AMANDA M | 43b |
| 7544 25 490 006 | 323 S 1ST ST | ORIG PLAT S2.7' LT 68 LT 1 LT 69 | CRUZ, FELIPE-ISANY M | 2 |
| 7544 26 310 013 | 2200 AVE D | BUSHNELLS ADD LTS 1 AND 2 BLK 1 | ATHAY, NELLIE JUNE | 60 |

6.H

215

RESOLUTION NO. 16-185

- WHEREAS, City Ordinance No. 4849, passed and approved by the Council Bluffs City Council on April 15, 1988, requires all property owners within the City of Council Bluffs, Iowa, to cut or destroy all weeds exceeding 18 inches in height; and
- WHEREAS, all property owners in Council Bluffs were notified of the above requirements by ordinance and by publication in the Council Bluffs Nonpareil; and
- WHEREAS, the owner of each specific property was notified by regular mail and given at least seven (7) days to abate the nuisance; and
- WHEREAS, the City, through its contractor, has attempted to cut or destroy all weeds exceeding 18 inches in height found upon property where the owners have failed to cut or destroy the weeds themselves; and
- WHEREAS, more than ten days have elapsed since the City has billed each property owner by mail for the cost of removing the weeds from their properties; and
- WHEREAS, the cost of weed abatement on these properties has been incurred by the City and remains unpaid; and
- WHEREAS, the City Council may have these unpaid costs assessed against the properties from which the weeds were removed pursuant to Section 4.19.010 or 8.54.010 of the Municipal Code of the City of Council of Council Bluffs, Iowa, and Section 364.12(3) (g) and (h) of the State Code of Iowa:

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

That the unreimbursed costs incurred by the City for the abatement of weeds found upon the properties be assessed against said properties; and

BE IT FURTHER RESOLVED

That the City Clerk is hereby authorized, empowered and directed to certify said properties and assessments to the Pottawattamie County Treasurer to be collected in the same manner as a property tax.

ADOPTED
AND
APPROVED

July 11, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia Worden, City Clerk

Council Communication

| | | |
|---|---|----------------------------------|
| Department: Health Case/Project No. Applicant: Donn Dierks, Director of Public Health | Ordinance No. Resolution No. <u>16-186</u> | Council Action: <u>7/11/2016</u> |
| Subject/Title | | |
| Resolution assessing \$1,859.00 in unpaid costs of solid waste abatements against private property. | | |
| Background/Discussion | | |
| <p>The properties were inspected by personnel of the Department of Public Health and found to contain a nuisance of solid waste on private property or on public right-of-way, as specified in municipal code 10.02.040 and/or 4.12.140. The title-holder of record was notified by posting notice on the property and given 48 hours to remove materials from public right-of-way and 3 days to remove materials from private property.</p> <p>Or, in the case of a nuisance deemed an emergency, Municipal code 10.02.060 states that the “city may perform any action required by this chapter without prior notice to the abutting property owner, and assess the costs and administrative charges in the same fashion as set out in 10.02.040.”</p> <p>Upon failure of the owner to abate the problems, the property was referred to the city contractor who abated the nuisance. The city was billed for this work and has paid the contractor. We have in turn sent a statement to the titleholder of record requesting payment of this amount plus the cost to the city for enforcing the ordinance. To date, payment has not been received and at least ten (10) days have elapsed from the date of billing.</p> <p>City Ordinance states that these unpaid costs “may be assessed against the property for collection in the same manner as a property tax, pursuant to the provisions of Section 364.12 of the Code of Iowa. An additional administrative fee shall be added to each delinquent account if it is certified for collection by the County Auditor.”</p> <p>Alternative Action:</p> <ol style="list-style-type: none"> 1. Take no action: The cost of the abatement at these properties will be paid from the general fund. Thus, the cost will be spread among all taxpayers including the vast majority who care for their property, keeping it free of solid waste. 2. Asses the costs to the specific property: Thus, the responsible property owner will bear the cost of failing to comply with City Ordinance (unless they choose not to pay the taxes). In addition to all costs incurred, an additional \$50.00 has been added to each amount to help pay for the extra work involved in the assessment process. | | |
| Recommendation | | |
| It is recommended that the Council approve this resolution, and adopt Alternative Action #2. | | |

Donn Dierks, Director of Public Health

Matthew J. Walsh,

Mayor

2016

Quarter 2: SOLID WASTE ABATEMENT

| parcel | Address | Description | Name | Num |
|----------------|----------------|---|--------------------------------|-------|
| 444 02 456 004 | 2737 S 17TH ST | RAILROAD ADD LTS 9 & 10 BLK 79 & 1/2 VAC ALLEY ADJ | FEDERAL NATIONAL MORTGAGE ASSN | SW 17 |
| 544 26 306 017 | 2302 AVE D | BUSHNELLS ADD LOT 0002BLOCK 0002 | LOVELESS, HARRY C-JOANN | SW 20 |
| 544 26 415 003 | 1515 AVE D | MULLINS SUB LT 4 BLK 33 | MIDWEST HOMESTEADS LTD | SW 19 |
| 544 26 480 003 | 215 N 14TH ST | BEERS SUB S40' W27' LT 4 & S40' LTS 5 THRU 7 BLK 10 | CHATTERTON, JOSEPH L | SW 12 |
| 544 34 162 008 | 3101 7TH AVE | OMAHA ADD LT 1 E102/3 FT LT 2 BLK 21 | BROOKS, JOHN CARL-DONNA LAURA | SW 16 |
| 544 35 239 008 | 1120 4TH AVE | BEERS ADD LT 7 BLK 16 | NELSON, BRADLEY | SW 11 |
| 544 36 129 009 | 717 1ST AVE | BAYLISS 1ST ADD W31' LT 4 BLK 11 E1/2 LT 13 BLK 11 | SYSTEM INVESTMENTS LLC | SW 14 |

Total: \$1,859.00

RESOLUTION NO. 16-186

- WHEREAS, City Ordinance No. 5219 and 5220, passed and approved by the Council Bluffs City Council on May 22, 1995, requires all property owners to abate any nuisance upon public right-of-way of materials stored for more than 24 hours, or materials stored on private property for more than 3 days; and
- WHEREAS, the owner of each specific property was given proper notification to remove materials from public right-of-way and from private property; and/or
- WHEREAS, an emergency existed as defined in section 10.02.060 and /or 4.12.140; and
- WHEREAS, the owner failed to remove the materials in the allotted time; and
- WHEREAS, the City, through its contractor removed the materials; and
- WHEREAS, the City has billed the owner by mail for the cost of removing the materials from their properties; and
- WHEREAS, more than 10 days have elapsed since the billing and the bills remain unpaid; and
- WHEREAS, the City Council may have these unpaid costs assessed against the properties from which the materials were removed pursuant to Section 10.02.070 or 4.12.140 of the Municipal Code 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 unreimbursed costs incurred by the City for the removal of nuisances found on these properties be assessed against said properties; and

BE IT FURTHER RESOLVED

That the City Clerk is hereby authorized, empowered and directed to certify said properties and assessments to the Pottawattamie County Treasurer to be collected in the same manner as a property tax.

ADOPTED
AND
APPROVED

July 11, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication

| | | |
|--|---|----------------------------------|
| Department: Legal Case/Project No. Applicant: Richard Wade | Ordinance No. Resolution No. <u>16-187</u> | Council Action: <u>7/11/2016</u> |
| Subject/Title | | |
| A RESOLUTION authorizing the Mayor to extend the funding from the City of Council Bluffs to the Council Bluffs Convention and Visitors Bureau to and including June 30, 2017 in the amount of \$575,000. | | |
| Background/Discussion | | |
| The Agreement provides funding to the Convention and Visitors Bureau | | |
| Recommendation | | |
| The City Attorney is recommending approval of the Resolution. | | |

Richard Wade, City Attorney

Matthew J. Walsh, Mayor

RESOLUTION NO. 16-187

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE THE FUNDING AGREEMENT BETWEEN THE CITY OF COUNCIL BLUFFS AND COUNCIL BLUFFS CONVENTION AND VISITORS BUREAU.

WHEREAS, provides funding to the Convention and Visitors Bureau; and

WHEREAS, it is the desire of the City of Council Bluffs to provide funding in the amount of \$575,000 to and including June 30, 2017; and

WHEREAS, it is in the best interest of the City of Council Bluffs to authorize the Mayor to extend the funding from the City of Council Bluffs to the Council Bluffs Convention and Visitors Bureau.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized to extend the funding between the City of Council Bluffs and the Council Bluffs Convention and Visitors Bureau.

ADOPTED
AND
APPROVED

July 11, 2016

MATTHEW J WALSH Mayor

Attest:

MARCIA L. WORDEN City Clerk

Council Communication

| | | |
|---|---|-----------------------------------|
| Department: Parks, Recreation and Public Property Case/Project No. Applicant: Larry N. Foster | Ordinance No. Resolution No. <u>16-188</u> | Council Action: <u>07/11/2016</u> |
| Subject/Title | | |
| Council consideration of a resolution authorizing the placement of the Public Safety Display on the City owned property located directly south of West Broadway between Pearl Street and Main Street. | | |
| Background/Discussion | | |
| <p>On November 23rd 2015, Mayor Matt Walsh briefed the City Council on a plan, advanced by Ronald and Suzanne Mahoney, to honor all First Responders. The Mahoney's proposed to commission artist John Lajba to develop five sculptures depicting and representing all First Responders. They agreed to donate all funding for the sculptures and to consult with the City to determine an appropriate public space for this display.</p> <p>Many sites were considered. Two locations were advanced to the Public Art Commission and the Park, Recreation and Public Property Commission. Each Commission unanimously approved two sites as being appropriate. One approved location was adjacent to the Union Pacific Museum and the other was the Pearl/Main Street public space south of West Broadway, adjacent to the current location of the old Bayliss Fountain.</p> <p>Since that time, each location has been evaluated to determine the site development costs, public impacts and available funding.</p> <p>On June 27, 2016, the Mayor and the Mahoney's briefed the Council once again and recommend placement of the statues at the West Broadway location.</p> <p>The attached Resolution authorizes the placement of this Public Safety Display on the City owned property located directly south of West Broadway between Pearl Street and Main Street. This location is attached to the Resolution as Exhibit A.</p> | | |
| Recommendation | | |
| I recommend the Council adopt the resolution authorizing the placement of the Public Safety Display on the City owned property located directly south of West Broadway between Pearl Street and Main Street. | | |

 Larry N. Foster, Director of Parks,
 Recreation & Public Property

 Matthew J. Walsh, Mayor

N



RESOLUTION NO. 16-188

A RESOLUTION AUTHORIZING THE PLACEMENT OF THE PUBLIC SAFETY DISPLAY ON THE CITY OWNED PROPERTY LOCATED DIRECTLY SOUTH OF WEST BROADWAY BETWEEN PEARL AND MAIN STREET.

WHEREAS, after reviewing alternative locations, it has been determined that the property located directly south of West Broadway, between Pearl Street and Main Street is the best location to place the Public Safety Display; and

WHEREAS, it is in the best interest of the City of Council Bluffs to place the display at this location.

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

That the placement of the Public Safety Display is hereby authorized to be placed on the City owned property located directly south of West Broadway between Pearl and Main Street, as shown on Exhibit "A".

ADOPTED
AND
APPROVED

July 11, 2016

MATTHEW J. WALSH Mayor

Attest:

MARCIA L. WORDEN City Clerk



CITY CLERK
(712) 328-4616

**Liquor Licenses
City Council Agenda
Monday, July 11, 2016**

Listed below are locations set for City Council approval.
Please note the "call for service" that occurred during the last licensing period.

New Application:

- Dollar General Store #1574, 2731 East Kaneshville Boulevard

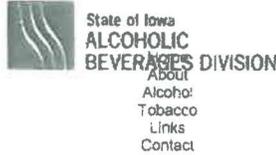
Renewals Applications:

- Bucky's, 1759, Madison Avenue
- Bucky's, 3501 West Broadway
- Bucky's, 2713 South 24th Street
- Hooters, 2910 23rd Avenue
- Hy-Vee Drugstore, 757 West Broadway
- Mid America Center, 1 Arena Way
- Quaker Steak and Lube, 3320 Mid America Drive
- Super Quik Stop, 2800 Twin City Drive

Renewals /Violations:

- Bucky's, 3434 Nebraska Avenue
 - * Alcohol sold to a minor (DPS Sting) D-2016-00038 (8/14/2015)





| | | |
|----------------------------------|---|--|
| <input type="checkbox"/> RENEWAL | <input checked="" type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <i>AS</i> | Local Amt _____ | |
| FIRE <i>AS</i> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <i>ES</i> | Expires _____ | |
| ZONING _____ | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

Applicant BC_V_65515, Dollar General Store #1574, 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.

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Local Endorse
- History

Corporation Name/Sole Proprietor Name/Partnership Name(s): (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A):

Address of Premise:

Address Line 2: _____

City:

County:

Zip:

Business Phone: Cell / Home Phone:

Same Address

Mailing Address:

Mailing Address Line 2: _____

City: State:

Zip:

Contact Name:

Phone: Email Address:

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.469.2223)
Local 515.281.7400

[Terms and Conditions](#)
[Privacy Policy](#)

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved.



| | | |
|---|------------------------------|--|
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <u>MB</u> | Local Amt _____ | |
| FIRE <u>MB</u> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <u>MB</u> | Expires _____ | |
| ZONING <u>MB</u> | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Bond Cert
- Local Endorse
- History

Applicant LE0001922, Bucky's Express #17, 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: Buck's Inc (Sole Proprietorship, Partnership, Corporation, etc.)

Name/Partnership Name(s): _____

Name of Business (D/B/A): Bucky's Express #17

Address of Premise: 1759 Madison Avenue

Address Line 2: _____

City: Council Bluffs ✓

County: Pottawattamie ✓

Zip: 51503

Business Phone: (712) 377-3855 Cell / Home Phone: _____

Mailing Address: Same Address

Mailing Address Line 2: 7315 Mercy Road

City: Omaha State: Nebraska ✓

Zip: 68124

Contact Name: Pob Diesing

Phone: (402) 558-9860 Email Address: bdiesing@buchananenergy.com

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 836.IowaABD (386.489.2223)
Local 515.261.7400

[Terms and Conditions](#)
[Privacy Policy](#)

Copyright ©2009 State of Iowa
Alcoholic Beverages Division All Rights Reserved



| | | |
|---|------------------------------|--|
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <u>11/13</u> | Local Amt _____ | |
| FIRE <u>11/13</u> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <u>11/13</u> | Expires _____ | |
| ZONING <u>11/13</u> | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Bond Cert
- Local Endorse
- History

Applicant LE0002627, Bucky's Express #22, 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: Buck's Corp Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name/Partnership Name(s): _____

Name of Business (D/B/A): Bucky's Express #22

Address of Premise: 3431 Nebraska Ave

Address Line 2: _____

City: Council Bluffs ✓

County: Pottawattamie ✓

Zip: 51501

Business Phone: (402) 558-9860 Cell / Home Phone: _____

Same Address

Mailing Address: 7315 Mercy Road

Mailing Address Line 2: _____

City: Omaha

Zip: 68174 State: Nebraska ✓

Contact Name: Bob Dising Email Address: bd.dising@buchananenergy.com

Phone: (402) 558-9860

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Des Moines, IA 50021
Toll Free 866 Iowa.BD (866 469 2223)
Local 515.281 7400

[Terms and Conditions](#)
[Privacy Policy](#)

Copyright ©2009 State of Iowa
Alcoholic Beverages Division All Rights Reserved.



| | | |
|---|------------------------------|--|
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <u>143</u> | Local Amt _____ | |
| FIRE <u>AB</u> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <u>8</u> | Expires _____ | |
| ZONING <u>B5</u> | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Bond Cert
- Local Endorse
- History

Applicant LE0001919, Bucky's Express #34, 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): Buck's Inc (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Bucky's Express #34

Address of Premise: 3501 W. Broadway

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 322-2268

Cell / Home Phone: _____

Same Address

Mailing Address: 7315 Mercy Road

Mailing Address Line 2: _____

City: Omaha

Zip: 68124

State: Nebraska

Contact Name: Bob Diesing

Phone: (402) 558-9860

Email Address: bdiesing@buchananenergy.c

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (636.469.2223)
Local 515 281.7400

Terms and Conditions
Privacy Policy

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved.



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION
About
Alcohol
Tobacco
Links
Contact

| | | |
|---|------------------------------|--|
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <u>198</u> | Local Amt _____ | |
| FIRE <u>RB</u> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <u>8</u> | Expires _____ | |
| ZONING <u>RS</u> | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logoff

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Bond Cert
- Local Endorse
- History

Applicant LE0001920, Bucky's Express #27, 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: Buck's Corp Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name/Partnership Name(s): _____

Name of Business (D/B/A): Bucky's Express #27

Address of Premise: 2713 South 24th St

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 256-2713 Cell / Home Phone: _____

Mailing Address: Same Address

Mailing Address Line 2: 7315 Mercy Road

City: Omaha State: Nebraska

Zip: 68124

Contact Name: Bob Diesing Email Address: bdiesing@buchananenergy.com

Phone: (402) 558-9880

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA, 50021
Toll Free 866.IowaABD (986.469.2223)
Local 515.281.7400

[Terms and Conditions](#)
[Privacy Policy](#)

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved.



| | | |
|---|------------------------------|--|
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <u>MD</u> | Local Amt _____ | |
| FIRE <u>AF</u> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <u>SQ</u> | Expires _____ | |
| ZONING <u>P-5</u> | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logout

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Dram Cert
- Local Endorse
- History

Applicant LC0041042, Hooters of Council Bluffs, 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): HOA Restaurant Holder, LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Hooters of Council Bluffs

Address of Premise: 2910 23rd Ave.

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (770) 799-2316

Cell / Home Phone:

Same Address

Mailing Address: 1815 The Exchange - Attn. Legal Department

Mailing Address Line 2:

City: Atlanta

State: Georgia

Zip: 30339

Contact Name: Shauna Fulton or Nicholas Cooper (515)558-0180

Phone: (770) 799-2316

Email Address: sfulton@hooters.com

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 800.IowaABD (866.469.2223)
Local 515.281.7400

[Terms and Conditions](#)
[Privacy Policy](#)

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved



| | | |
|---|------------------------------|--|
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <u>Hand</u> | Local Amt _____ | |
| FIRE <u>AF</u> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <u>SR</u> | Expires _____ | |
| ZONING <u>ES</u> | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logout

- > License
- > Privileges
- > Applicant
- > Status Of Business
- > Ownership
- > Criminal History
- > Premises
- > General Premises
- > Applicant Signature
- > Bond Cert
- > Local Endorse
- > History

Applicant LE0001210, Hy-Vee Drugstore, 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: Hy-Vee, Inc (Sole Proprietorship, Partnership, Corporation, etc.)
 Name/Partnership Name(s): _____
 Name of Business (D/B/A): Hy-Vee Drugstore
 Address of Premise: 757 W Broadway
 Address Line 2: _____
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51501
 Business Phone: (712) 328-3277 Cell / Home Phone: _____
 Same Address
 Mailing Address: 5820 Westown Pkwy
 Mailing Address Line 2: _____
 City: Des Moines State: Iowa
 Zip: 50266
 Contact Name: Deneae Elgin
 Phone: (515) 267-2874 Email Address: deigin@hy-vee.com

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1910 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.Iowa.BD (866.469.2223)
Local 515.281.7400

Terms and Conditions
Privacy Policy

Copyright ©2009 State of Iowa
Alcoholic Beverages Division All Rights Reserved.



State of Iowa
ALCOHOLIC
BEVERAGES DIVISION
About
Alcohol
Tobacco
Links
Contact

| | | |
|---|------------------------------|--|
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <u>Pro</u> | Local Amt _____ | |
| FIRE <u>W</u> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <u>SE</u> | Expires _____ | |
| ZONING <u>E-3</u> | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logout

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Dram Cert
- Local Endorse
- History

Applicant LC0039331, Mid America Center, 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): Harrah's Iowa Arena Manager (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Mid America Center

Address of Premise: Arena Way

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 329-6000 Cell / Home Phone: _____

Same Address

Mailing Address: Harrah's Boulevard

Mailing Address Line 2:

City: Council Bluffs State: Iowa

Zip: 51501

Contact Name: Tim Howarth

Phone: (712) 329-6111 Email Address: THowarth@harrahs.com

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.IowaABD (866.439.2223)
Local 515.281.7400

Terms and Conditions
Privacy Policy

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved



| | | |
|---|------------------------------|--|
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <u>MB</u> | Local Amt _____ | |
| FIRE <u>AF</u> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <u>SR</u> | Expires _____ | |
| ZONING <u>P5</u> | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Lcgoff

- » License
- » Privileges
- » Applicant
- » Status Of Business
- » Ownership
- » Criminal History
- » Premises
- » General Premises
- » Applicant Signature
- » Dram Cert
- » Local Endorse
- » History

Applicant LC0035587, Quaker Steak and Lube, 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): QSL, LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Quaker Steak and Lube

Address of Premise: 3320 Mid America Dr

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie ▼

Zip: 51501

Business Phone: (712) 322-0101 Cell / Home Phone: (402) 689-6634

Same Address

Mailing Address: 3320 Mid America Dr

Mailing Address Line 2: _____

City: Council Bluffs

Zip: 51501

State: Iowa ▼

Contact Name: Chris Morris Email Address: cl.risecm2@gmail.com

Phone: (712) 322-0101

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa Alcoholic Beverages Division
1018 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.Iowa.ABD (866.469.2223)
Local 515.281.7400

[Terms and Conditions](#)
[Privacy Policy](#)

Copyright ©2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved



| | | |
|---|------------------------------|--|
| <input checked="" type="checkbox"/> RENEWAL | <input type="checkbox"/> NEW | <input type="checkbox"/> SPECIAL EVENT |
| POLICE <u>RB</u> | Local Amt _____ | |
| FIRE <u>RB</u> | Endorsed _____ | |
| HEALTH _____ | Issued _____ | |
| BUILDING <u>RB</u> | Expires _____ | |
| ZONING <u>RB</u> | | |

- Help
- License Search
- License List
- On-Demand Reporting
- Keg Registration Search
- User Profile
- Logout

- License
- Privileges
- Applicant
- Status Of Business
- Ownership
- Criminal History
- Premises
- General Premises
- Applicant Signature
- Local Endorse
- History

Applicant BC0002772, Super Quik Stop, 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): Kate Johnsen (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Super Quik Stop

Address of Premise: 2800 Twin City Drive

Address Line 2: _____

City: Council Bluffs

County: Pottawattamie

Zip: 51501-0000

Business Phone: (712) 366-2375 Cell / Home Phone: _____

Same Address

Mailing Address: 2800 Twin City Drive

Mailing Address Line 2: _____

City: Council Bluffs State: Iowa

Zip: 51501-0000

Contact Name: Julie Templeton

Phone: (712) 366-2375 Email Address: jtemp6@cox.net

Prev

Next

Follow us with RSS, Facebook or Twitter



Contact Us

Iowa : Alcohol Beverages Division
1818 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 1.866.IowaABD (863.489.2223)
Local 515.281.7400

[Terms and Conditions](#)
[Privacy Policy](#)

Copyright © 2009 State of Iowa
Alcoholic Beverages Division. All Rights Reserved.



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 7-1-16 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: QUARTHOUSE INC DBA QUARTHOUSE LOUNGE
 Physical Location Address: 107 PEARL ST. City: Council Bluffs ZIP: 51503
 Mailing Address: 107 PEARL ST City: Co. Bluffs State: IA ZIP: 51503
 Business Phone Number: (712) 322-9830

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
 Name of sole proprietor, partnership, corporation, LLC, or LLP: QUARTHOUSE INC
 Mailing Address: 107 PEARL ST. City: Council Bluffs State: IA ZIP: 51503
 Phone Number: (712) 322-9830 Fax Number: () Email: _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
 Types of Products Sold: (Check all that apply)
 Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
 Grocery store Hotel/motel Liquor store Restaurant Tobacco store
 Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): DAVID J. SIMON Name (please print): _____
 Signature: [Signature] Signature: _____
 Date: 6-13-16 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07 / 01 / 16 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: CB QUICK STOP
Physical Location Address: 3500 AVE A City: COUNCIL BLUFFS ZIP: 51501
Mailing Address: 3500 Ave A City: Council Bluffs State: IA ZIP: 51501
Business Phone Number: (712) 2564410

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: LALA INC
Mailing Address: 3500 Ave A City: Council Bluffs State: IA ZIP: 51501
Phone Number: (402) 813-1493 Fax Number: (256) 7122564410 Email: cbquickstop@gmail.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Shahid Aslam Name (please print): _____
Signature: [Signature] Signature: _____
Date: 6/15/16 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07 / 01 / 2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Buck's Express #19
Physical Location Address: 1839 Madison Ave City: Council Bluffs ZIP: 51503
Mailing Address: 7315 Mercy Road City: Omaha State: NE ZIP: 68124
Business Phone Number: (402) 558-9860

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Buck's Inc
Mailing Address: 7315 Mercy Road City: Omaha State: NE ZIP: 68124
Phone Number: (402) 558-9860 Fax Number: (402) 558-1669 Email: accounts.payable@buchananenergy.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Steve Buchanan Name (please print): _____
Signature: _____ Signature: _____
Date: 6/17/2016 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07 / 01 / 2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Bucky's Express #22
Physical Location Address: 3434 Nebraska Ave City: Council Bluffs ZIP: 51501
Mailing Address: 7315 Mercy Rd City: Omaha State: NE ZIP: 68124
Business Phone Number: (402) 558-9860

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Buck's Inc
Mailing Address: 7315 Mercy Rd City: Omaha State: NE ZIP: 68124
Phone Number: (402) 558-9860 Fax Number: (402) 558-1669 Email: accounts.payable@buchananenergy.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Steve Buchanan Name (please print): _____
Signature: _____ Signature: _____
Date: 6-10-16 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07/01/2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Buck's Express #17
 Physical Location Address: 1759 Madison Ave City: Council Bluffs ZIP: 51503
 Mailing Address: 7315 Mercy Road City: Omaha State: NE ZIP: 68124
 Business Phone Number: (402) 558-9860

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
 Name of sole proprietor, partnership, corporation, LLC, or LLP: Buck's Inc
 Mailing Address: 7315 Mercy Road City: Omaha State: NE ZIP: 68124
 Phone Number: (402) 558-9860 Fax Number: (402) 558-1669 Email: accounts payable@buchananenergy.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
 Types of Products Sold: (Check all that apply)
 Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
 Grocery store Hotel/motel Liquor store Restaurant Tobacco store
 Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Steve Buchanan Name (please print): _____
 Signature: _____ Signature: _____
 Date: 6/17/2016 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07 / 01 / 2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Bucky's Express #16
Physical Location Address: 7 N 16th St. City: Council Bluffs ZIP: 51501
Mailing Address: 7315 Mercy Rd City: Omaha State: NE ZIP: 68124
Business Phone Number: (402) 558-9860

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Bucks Inc
Mailing Address: 7315 Mercy Rd City: Omaha State: NE ZIP: 68124
Phone Number: (402) 558-9860 Fax Number: (402) 558-1669 Email: accounts payable @ buchanan energy .com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Steve Buchanan Name (please print): _____
Signature: _____ Signature: _____
Date: 6-17-2016 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07/01/2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Bucky's Express #127
Physical Location Address: 2713 South 24th St City: Council Bluffs ZIP: 51501
Mailing Address: 7315 Mercy Road City: Omaha State: NE ZIP: 68124
Business Phone Number: (402) 558-9860

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Buck's Inc
Mailing Address: 7315 Mercy Rd City: Omaha State: NE ZIP: 68124
Phone Number: (402) 558-9860 Fax Number: (402) 558-1669 Email: accounts payable @ buchananenergy.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Steve Buchanan Name (please print): _____
Signature: _____ Signature: _____
Date: 6-17-2016 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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



SEE INSTRUCTIONS ON THE REVERSE SIDE

For period (MM/DD/YYYY) 07/01/2016 through June 30, 2017

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA: Bucky's Express #34
Physical Location Address: 3501 Broadway City: Council Bluffs ZIP: 51501
Mailing Address: 7315 Mercy Road City: Omaha State: NE ZIP: 68124
Business Phone Number: (402) 558-9860

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP: Buck's Inc
Mailing Address: 7315 Mercy Road City: Omaha State: NE ZIP: 68124
Phone Number: (402) 558-9860 Fax Number: (402) 558-1669 Email: accounts payable @ buchananenergy.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

SIGNATURE OF OWNER(S), PARTNER(S), OR CORPORATE OFFICIAL(S)

Name (please print): Steve Buchanan Name (please print): _____
Signature: _____ Signature: _____
Date: 6-17-2016 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

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



LAW OFFICE OF JUDITH GARNOS HUITINK

June 29, 2016

Attn: Steve Carmichael
City of Council Bluffs - Building Inspections
209 Pearl St.
Council Bluffs, Iowa 51503

Re: Colonial Plaza

Dear Mr. Carmichael:

As the recently court ordered Guardian and Conservator of Graham N. Garnos, I am requesting any late fees and nonregistration fees for 2015 and 2016 be waived for Colonial Plaza, 38 Dillman Dr., Council Bluffs, IA.

I cannot emphasize enough that my ward has been declared mentally incompetent by a federal judge in Pierre, SD. It is my understanding that he has been in federal custody since Nov/Dec of 2014. His whereabouts and the fact he was in federal custody were unknown by family members or his banker.

Graham had a manager in place, Mark Hall, to carry out duties associated with 38 Dillman Dr. Unfortunately, Mr. Hall neglected his duties and did not notify the banker or family members regarding any fees or registration associated with Colonial Plaza. It is important Mr. Carmichael, that you understand that Graham is in a federal medical facility under observation and hopefully will undergo treatment in the future through a federal court order. But for his mental illness, I can assure you Graham would have diligently registered and paid the fees for 2015 and 2016, or at the very least authorized the payment.

I have just recently been released from the hospital and at home recovering. My secretary, Dawn Witzke, has signed this letter on my behalf.

Very truly yours,

Dawn Witzke obo Judith Garnos Huitink

Judith Garnos Huitink
JGH/dw



Building Division

209 Pearl Street
Council Bluffs, IA 51503
(712) 328-4980
www.councilbluffs-ia.gov

Unregistered Rental
Customer Copy
Keep this portion for your records

| | | | |
|---|--------------------------------|--|--|
| Owner Name COLONIAL PLAZA APT | | Property Address 38 DILLMAN DR 754330204005 | |
| Bill # 7617 | Bill Date 06/17/2016 | Customer # 26790 | Bill Due Date Due Upon Receipt |

| | |
|---|---|
| Description RENTAL REG - NON-REGISTRATION FEE | Charge \$40,000.00 |
| COPY | |
| Account Summary | |
| The city of Council Bluffs requires that all rental property be registered with the Building Division annually by December 31 st of the calendar year. (Ord. No. 6224, Chapter 17.09020) | Total Amount Due \$40,000.00 |
| The property listed above has missed the ninety (90) day period of time following the registration deadline, therefore are non-compliant and are subject to these fees. The yearly registration fee will remain for the next three (3) years. This property is now on a one year inspection cycle for three (3) years. (Resolution No. 15-31) | - Unpaid balances will be subject to Lien if not paid |

Detach and return the portion below with your payment



Building Division

209 Pearl Street
Council Bluffs, IA 51503
(712) 328-4980
www.councilbluffs-ia.gov

Unregistered Rental
Return this portion for your records

| | | | | |
|--|-----------------------|----------------------------|--|----------------------------------|
| Property Address 38 DILLMAN DR | Bill # 7617 | Customer # 26790 | Bill Due Date Due Upon Receipt | Amount Due \$40,000.00 |
|--|-----------------------|----------------------------|--|----------------------------------|

COLONIAL PLAZA APT
JUDY GARNOS HUITINK
705 DOUGLAS ST #623
SIOUX CITY, IA 51101

- Make checks payable to City Treasurer.
- Write your Bill Number on your check.
- A \$30.00 charge will be added for returned checks.

00185542016400007617400040000002