

CITY COUNCIL STUDY SESSION

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

**MONDAY, NOVEMBER 14, 2016
3:45 P.M.**

AGENDA

- A. Review Agenda

STRATEGY SESSION

- A. Labor Negotiations

EXECUTIVE SESSION

- A. Pending Litigation Cases



COUNCIL AGENDA, CITY OF COUNCIL BLUFFS, IOWA
REGULAR MEETING, NOVEMBER 14, 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**
 1. Reading, correction and approval of the October 24, 2016 City Council meeting minutes
 2. Approval of agenda and tape recording of this proceeding be incorporated into the official minutes
 3. Resolution 16-279
Resolution of intent to release a permanent and perpetual easement reserved for the installation and maintenance of utilities and for drainage, located at specific locations within Jaksha Subdivision, setting a Public Hearing for November 28, 2016, 7:00 p.m. (MIS-16-003)
 4. Resolution 16-280
Resolution setting a Public Hearing for November 28, 2016, 7:00 p.m., for the Levee Certification Project, Geotechnical MR_2 Project (PW16-06A)
 5. Resolution 16-281
Resolution of intent to dispose of City property legally described as Lot 1, Block 6, Bayliss and Palmer Addition and the east 16 feet of vacated North 18th Street adjacent; Lot 2, Block 1, Squire's Addition; Lot 18, Block 6, Evan's 2nd Bridge Addition; and the north 50 feet of the south 143.8 feet of Lots 3 and 4, Day's Southside Addition and 1/2 vacated alley adjacent, setting a Public Hearing for November 28, 2016, 7:00 p.m.
 6. IDOT Informational Letter
 7. Mayor's Appointments
 8. Notices of Claim (2)
 9. Notices of Right of Redemption (2)
4. **Mayor's Proclamation**
 1. Designating November 26, 2016 as "Small Business Saturday"

DISCLAIMER:

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

5. Public Hearings

1. Resolution 16-283

Resolution approving the disposal of an interest in City property by entering into a lease agreement with Bartlett Grain Company

2. Resolution 16-284

Resolution authorizing disposal of City property legally described as the south 62.8 feet of Lot 19, Auditor's Subdivision of Outlots 2 and 3, Jackson's Addition

6. Ordinances on 1st Consideration

None

7. Ordinances on 2nd Consideration

None

8. Ordinances on 3rd Consideration

None

9. Resolutions

1. Resolution 16-282 and Resolution 16-289

Resolution fixing the date for a Public Hearing for December 19, 2016, 7:00 p.m., on the proposal to enter into a Development Agreement with River's Edge Apartments, LLC and providing for the publication of notice thereof

Resolution (1) approving the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the urban renewal area; (2) determining that the proposal submitted by River's Edge Apartments, LLC satisfies the offering requirements and declaring the intent of the City to enter into a Development Agreement by and between the City of Council Bluffs, Iowa and River's Edge Apartments, LLC, in the event that no competing proposals are submitted; and (3) soliciting competing proposals

2. Resolution 16-285

Resolution amending Emergency Medical Service ambulance treatment/service rates

3. Resolution 16-286

Resolution authorizing two joint applications to the Iowa Economic Development Authority (IEDA) by the City of Council Bluffs and Bluffs Homes LLC for Workforce Housing Tax Incentive Program (WHTIP) benefits (WHTIP 16-004 and WHTIP 16-005)

4. Resolution 16-287

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 Bluffs and Welcome Homes Inc. for Workforce Housing Tax Incentive Program (WHTIP) benefits. (WHTIP 16-006)

5. Resolution 16-288

Resolution approving the Annual Urban Renewal Report for Fiscal Year 2015-2016

6. Resolution 16-290
Resolution certifying the 2016 Refuse Collection Lien Schedule for nonpayment of residential refuse collection charges
7. Resolution 16-291
Resolution directing the sale of \$6,095,000 General Obligation Bonds, Series 2016A
8. Resolution 16-292
Resolution directing the sale of up to \$ 2,830,000 in Taxable General Obligation Bonds Series 2016B
9. Resolution 16-293
Resolution authorizing the Finance Department to certify the Certification Report to the Pottawattamie County Auditor

10. Applications for Permits and Cancellations

1. Renewal of Beer/Liquor/Wine and Outdoor Permit Applications
 1. Casey's General Store #2096, 2301 South 24th Street
 2. Driftwood Inn, 2710 Harry Langdon Boulevard
 3. Great Wall, 900 Woodbury Avenue
 4. Goldmine Bar & Grill, 1601 Harry Langdon Boulevard
 5. Lighthouse Lounge, 401 Veterans Memorial Highway
 6. Oskies for Sports, 1851 Madison Avenue
 7. Pizza King, 1101 North Broadway
 8. Puerto Vallarta Mexican Restaurant, 3312 West Broadway

11. Citizens Request to be Heard

12. Other Business

13. Adjournment

- CALL TO ORDER** A regular meeting of the Council Bluffs City Council was called to order by Mayor, Matthew J. Walsh on Monday, October 24, 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 Head moved and seconded approval of the consent agenda. 3A. Agenda and tape recording of this proceeding to be incorporated into the official minutes; 3B. Reading, correction and approval of the October 10, 2016 meeting minutes; 3C. Resolution 16-261, approving the form and content of the request for proposal for the disposition of 1901 2nd Avenue and directing the City Clerk to publish notice and set a Public Hearing on the intent to accept proposals for December 19, 2016, 7:00 p.m., 3D. Resolution 16-262, setting a Public Hearing for November 14, 2016, 7:00 p.m. on the intent to dispose of an interest in City property by entering into a lease agreement with Bartlett Grain Company, 3E. Resolution 16-263, setting a Public Hearing for November 14, 2016, 7:00 p.m., on the intent to dispose of City owned property formerly known as 233 South 4th Street and legally described as the south 62.8 feet of Lot 19, Auditor’s Subdivision of Outlots 2 and 3, Jackson’s Addition. 3F. Financial Operating Statement (September 2016), 3G. List of Bills (September 2016), 3H. Revenue and Expense Report (September 2016), and Notice of Claim (1). Unanimous, 5-0 vote.
- MAYOR’S PROCLAMATIONS** Mayor Walsh read a proclamation designating November 1, 2016 as “Extra Mile Day”. Mayor Walsh presented a proclamation designating November 1, 2016 as T1Day” (Type 1 Diabetes Day), to Anna Raur with JDRF, Inc. Ms. Raur indicated 1.25 million Americans suffer from diabetes; she appreciated all the support and recognition of honoring those with the disease. Mayor Walsh read a proclamation honoring Richard “Dick” Walter after his passing on October 15, 2016, at the age of 96. Walter was known as Mr. Showbiz, he brought in big-name Broadway shows to the Omaha area; founded the Omaha Women’s Town Hall lecture series. Walter also served one term in the Iowa Legislature; and served as an original member of the Council Bluffs Arena and Convention Center Commission at age 82. Dick’s contributions were important to the area, God speed.
- PUBLIC HEARINGS**
- Resolution 16-264 Held Public Hearing, authorizing disposal of City property legally described as the west 16.66 feet of Lot 7 and all of Lot 8, Block 2, Thompson’s Addition. Ringgenberg and Head moved and seconded approval. Unanimous, 5-0 vote.
- Resolution 16-265 Held Public Hearing, instituting proceedings to take additional action for the issuance of not to exceed \$4,370,000 General Obligation Bonds. White and Watson moved and seconded approval. Ringgenberg shared concerns that 2/3 of the bond issue is going towards River’s Edge Park; we need to proceed with fiscal caution. Watson recognizes being fiscally cautious but the City has been very prudent; this action makes sense for long term projects and it meets the need. Voice Vote: 4 Ayes, 1 Nay (Ringgenberg).
- Resolution 16-266 Held Public Hearing, instituting proceedings to take additional action for the issuance of not to exceed \$565,000 General Obligation Bonds. Watson and White moved and seconded approval. Ringgenberg mentioned the library project is being funded the current fiscal year; but other projects are set for future years. Voice Vote: 4 Ayes, 1 Nay (Ringgenberg).
- Resolution 16-267 Held Public Hearing, instituting proceedings to take additional action for the issuance of not to exceed \$77,500 General Obligation Bonds. White and Watson moved and seconded approval. Voice Vote: 4 Ayes, 1 Nay (Ringgenberg).
- Resolution 16-268 Held Public Hearing, instituting proceedings to take additional action for the issuance of not to exceed \$1,107,500 General Obligation Bonds. Watson and Head moved and seconded approval. Unanimous, 5-0 vote.
- Resolution 16-269 Held Public Hearing, instituting proceedings to take additional action for the issuance of not to exceed \$2,830,000 General Obligation Bonds. Ringgenberg and Head moved and seconded approval. Unanimous, 5-0 vote.
- RESOLUTIONS**
- Resolution 16-270 White and Head moved and seconded by approving the Collaboration Agreement by and between the City of Council Bluffs, Iowa, the City of Omaha Nebraska, and various other partners for the preparation and submission of a Regional Assessment of Fair Housing. Unanimous, 5-0 vote.
- Resolution 16-271 Ringgenberg moved to amend the resolution by striking the following, “Be it further resolved”; and in the final paragraph “That the Mayor is hereby directed to cause the

preparation of a 2017 Annual Plan which outlines the proposed use of funds as required by the U.S. Department of Housing and Urban Development (HUD)". Also striking the language regarding "contracts with HUD and the City of Omaha" (end of amendments); approving the use of 2017 Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) program funds and directing the Mayor to submit the 2017 annual plan to the City of Omaha and the U.S. Department of Housing and Urban Development (HUD). The HUD contracts and not available Ringgenberg added, noting the funding stream won't be announced until a later date; I propose to move forward with the process but write the contracts later. Council Member Watson mentioned there was no second, motion dies per Mayor Walsh. White and Watson moved and seconded, approving the resolution as written. Appreciating Mr. Ringgenberg's comments the process must move forward, holding it up puts the project in jeopardy Watson reported. Voice Vote: 4 Ayes, 1 Nay (Ringgenberg).

Resolution 16-272 Head and Watson moved and seconded by approving the commitment of funds to the redevelopment project located at 110 South 28th Street as proposed by Brinshore Development, LLC. White mentioned she'd be abstaining due to the fact her husband is employed by the company working on the project. Roll Call Vote: 3 Ayes, 1 Abstention (White); 1 Nay (Sandau).

Resolution 16-273 Watson and Ringgenberg moved and seconded approval, authorizing the Mayor and City Clerk to execute Iowa Department of Transportation Addendum Agreement No. 2012-4-189E in connection with I-29 Interstate Improvements. Watson mentioned this is one of many more agreements we'll see come forward. Unanimous, 5-0 vote.

Resolution 16-274 White and Ringgenberg moved and seconded approval, authorizing the Mayor and City Clerk to execute Iowa Department of Transportation Addendum Agreement No. 2016-4-210E in connection with I-80 Interstate Improvements. Unanimous, 5-0 vote.

Resolution 16-275 Head and Ringgenberg moved and seconded approval, confirming the appointment of Jon Finnegan as the City's Representative to engage in collective bargaining negotiations with the Fraternal Order of Police, Lodge #1. Unanimous, 5-0 vote.

Resolution 16-276 White and Head moved and seconded approval, confirming the appointment of Jon Finnegan as the City's Representative to engage in collective bargaining negotiations with the Council Bluffs Association of Professional Firefighters Local 15. Unanimous, 5-0 vote.

Resolution 16-277 White and Head moved and seconded approval, directing the advertisement for sale of \$2,810,000 Taxable General Obligation Bonds, Series 2016B and approving electronic bidding procedures and official statement. Unanimous, 5-0 vote.

Resolution 16-278 White and Head moved and seconded approval, directing the advertisement for sale of \$6,095,000 G.O. Bonds, Series 2016A and approving electronic bidding procedures and official statement. Voice Vote: 4 Ayes, 1 Nay (Ringgenberg).

APPLICATIONS/PERMITS & CANCELLATIONS Ringgenberg and Head moved and seconded approval of Item 7A1. Renewal of Beer/Liquor/Wine Permit Application for Hard Luck Saloon, 626 16th Avenue. Unanimous, 5-0 vote.

CITIZENS REQUEST TO BE HEARD No requests from citizens were heard.

Heard from the following: Bruce Kelly, 864 McKenzie Avenue, who requested a bike trail from Simms Avenue to Fareway Food Store; Watson mentioned the Iowa Recycling Assoc. honored the C.B. Recycling Center with the "2016 Program of the Year" award. Our recycling center is second to none, congratulations; Mayor Walsh mentioned the Public Works Operations Division has had 980 days of no on the job injuries, their effort is pretty amazing; Head mentioned this is the last Council meeting prior to the election, it's very important to get out and vote.

ADJOURNMENT Mayor Walsh adjourned the meeting at 7:39 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

City Council Communication

<p>Department: Community Development Department</p> <p>Case #MIS-16-003</p> <p>Applicant: Thompson, Dreessen, Dorner, Inc. 10836 Old Mill Road Omaha, NE 68154</p> <p>Owner: Agman Holdings, LLC 16910 Frances St., Suite 200 Omaha, NE 68130</p> <p>Representative: Adam Kirshenbaum 1700 Farnam St. Omaha, NE 68102-2068</p>	<p>Resolution of Intent No. Resolution to Dispose No.</p>	<p>City Council: 11/14/2016 Public Hearing: 11/28/2016</p>
<p style="text-align: center;">Subject/Title</p> <p>Release of a perpetual and permanent easement reserved for the installation and maintenance of utilities and for drainage described as: a five foot easement located at the south property line of Lot 2 and a five foot perpetual side yard along the north property line of Lot 3, Jaksha Subdivision; and also certain parts of a ten foot perpetual rear yard easement along the west property line of Lots 2 and 3, Jaksha Subdivision.</p>		
<p style="text-align: center;">Background/Discussion</p> <p>The Community Development Department has received a request from the above listed applicants to release easements as described below and as originally recorded in Book 93, Page 6151 at the office of the Pottawattamie County Recorder:</p> <ul style="list-style-type: none"> 1) A five foot perpetual side yard easement along the south property line of Lot 2, Jaksha Subdivision; and 2) A five foot perpetual side yard along the north property line of Lot 3, Jaksha Subdivision; and 3) A ten foot perpetual rear yard easement along the west property line of Lots 2 and 3, Jaksha Subdivision as more particularly described on Attachments A and B. <p>The property is under common ownership and as a result, a building was constructed over the easements as recorded on the Jaksha Subdivision plat. At this time the applicant would like the easement to be released as it is not needed.</p>		
<p style="text-align: center;">Comments</p> <p>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:</p> <ul style="list-style-type: none"> 1. The Community Development Department has received authorizations to release interest in the easement(s) from: Qwest Corporation d/b/a Century Link, Black Hills Energy, Cox Communications and Council Bluffs Water Works. 		

2. MidAmerican Energy has not authorized the release of the easement(s) at the time of this staff report.
3. The Community Development Department has not received any adverse comment from any City Department.

Recommendation

The Community Development Department recommends approval of the release of a perpetual and permanent easement as requested at specific locations within Jaksha Subdivision, in the City of Council Bluffs, Pottawattamie County, Iowa.

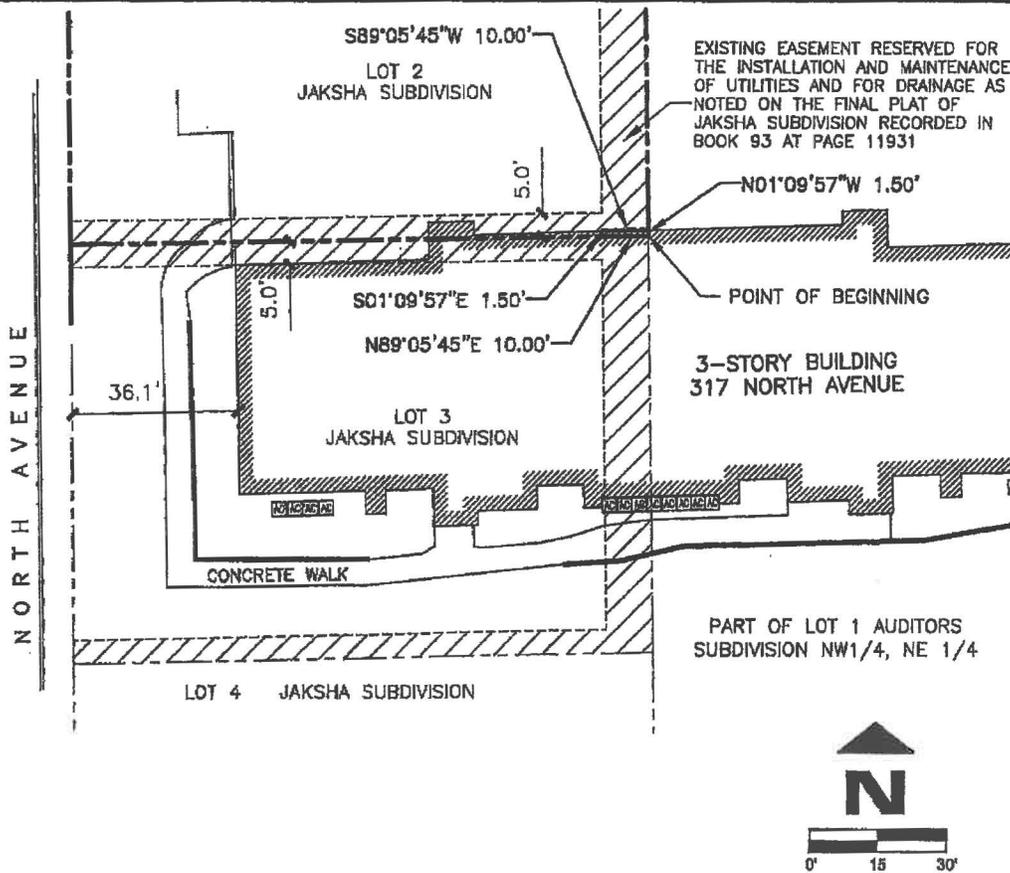
Attachments

Attachment A –Easement diagram: Lot 2, Jaksha Subdivision, rear yard

Attachment B – Easement diagram: Lot 3, Jaksha Subdivision, rear yard

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

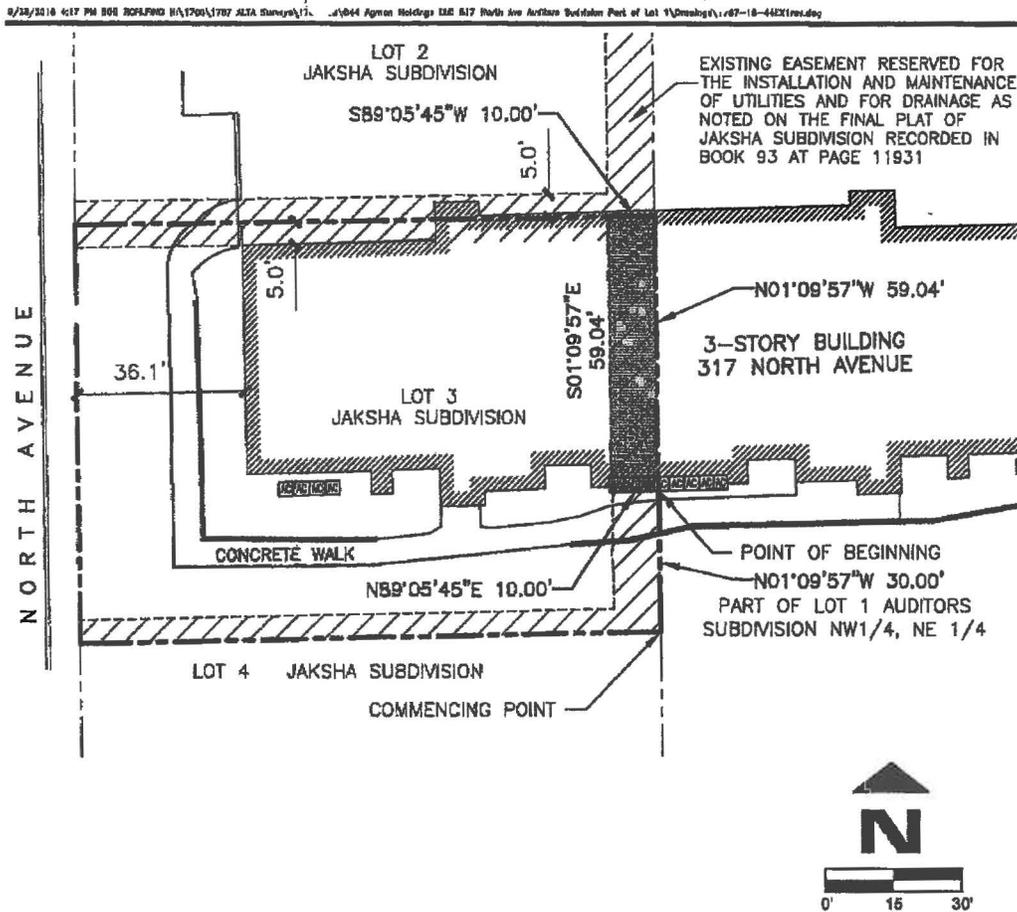
9/28/2016 1:18 PM D28 B0H2R0 D:\1700\1767 ALTA Survey\1767-16\044 Agman Holdings LLC 317 North Ave Auditors Subdivision Part of Lot 1\Drawings\1767-16-44EK2rev.dwg



LEGAL DESCRIPTION

THAT PART OF LOT 2, JAKSHA SUBDIVISION, A SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID LOT 2; THENCE N01°09'57"W (ASSUMED BEARING) 1.50 FEET ON THE EAST LINE OF SAID LOT 2; THENCE S89°05'45"W 10.00 FEET ON A LINE 1.5 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2; THENCE S01°09'57"E 1.50 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE N89°05'45"E 10.00 ON THE SOUTH LINE OF SAID LOT 2 TO THE POINT OF BEGINNING.

	Job Number: 1767-16-44(EK2rev) thompson, dressen & dornier, inc. 10836 Old Mill Rd Omaha, NE 68164 p.402.330.8880 f.402.330.5866 td2co.com	Date: SEPT. 28, 2016 Drawn By: RJR Reviewed By: MJS Revision Date:	<p style="text-align: center; font-size: 24pt; font-weight: bold;">EXHIBIT "A"</p> <p style="text-align: center; font-weight: bold;">AGMAN HOLDINGS, LLC</p>	Book Page
	CASE# MIS-16-003			ATTACHMENT A



LEGAL DESCRIPTION

THAT PART OF LOT 3, JAKSHA SUBDIVISION, A SUBDIVISION IN POTTAWATTAMIE COUNTY, IOWA DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID LOT 3; THENCE N01°09'57"W (ASSUMED BEARING) 30.00 FEET ON THE EAST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING N01°09'57"W 59.04 FEET ON THE EAST LINE OF SAID LOT 3 TO THE NE CORNER THEREOF; THENCE S89°05'45"W 10.00 FEET ON THE NORTH LINE OF SAID LOT 3; THENCE S01°09'57"E 59.04 FEET ON A LINE 10.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 3; THENCE N89°05'45"E 10.00 FEET TO THE POINT OF BEGINNING.

	Job Number: 1767-16-44(EX1rev) Thompson, Dressen & Dorner, Inc. 10636 Old Mill Rd Omaha, NE 68154 p.402.330.8866 f.402.330.6866 td2co.com	Date: SEPT. 28, 2016 Drawn By: RJR Reviewed By: MJS Revision Date:	EXHIBIT "A"
			AGMAN HOLDINGS, LLC Book Page

Attachments for Resolution 16-279

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. 16-279

A RESOLUTION OF INTENT TO RELEASE A PERMANENT AND PERPETUAL EASEMENT RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR DRAINAGE, LOCATED AT SPECIFIC LOCATIONS WITHIN JAKSHA SUBDIVISION, IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AS FURTHER DESCRIBED BELOW.

WHEREAS, Agman Holdings, LLC, has requested the release of a perpetual and permanent easement described as a five foot perpetual side yard easement along the south property line of Lot 2 and a five foot perpetual side yard along the north property line of Lot 3, Jaksha Subdivision; and

WHEREAS, Agman Holdings, LLC has requested the release of a ten foot perpetual rear yard easement along the west property line of Lots 2 and 3, Jaksha Subdivision as more particularly described on Attachments A and B; and

WHEREAS, this City Council hereby declares its intent to consider release of this easement(s) 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 November 28, 2016.

ADOPTED
AND
APPROVED: November 14, 2016

Matthew J. Walsh, Mayor

ATTEST: Marcia L. Worden, City Clerk

COUNCIL COMMUNICATION

Department: <u>Public Works</u> Case/Project No.: <u>PW16-06A</u> Applicant: <u>Matthew Cox, City Engineer</u>	Council Action: <u>11/14/2016</u>
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<p align="center">SUBJECT/TITLE</p> <p>Council consideration of a resolution setting a public hearing for 7:00 p.m. on November 28, 2016 for the Levee Certification Project, Geotechnical MR_2. Project # PW16-06A.</p>

<p align="center">BACKGROUND/DISCUSSION</p> <ul style="list-style-type: none">• The City of Council Bluffs owns or sponsors multiple levee segments which encompass the City Federal Levee System, providing flood protection from the Missouri River, Mosquito Creek, and Indian Creek. These levee systems are currently shown on FEMA floodplain maps as being accredited and are identified as providing protection from the 100-year flood or 1% annual chance flood event.• In order to maintain the level of protection identified on the FEMA Flood Insurance Rate Map, it is necessary to provide documentation to FEMA that complies with the requirements of 44 CFR 65.10. If the levees are not certified, they will be de-accredited and FEMA will begin the process of updating maps. Areas previously protected by the levees will be identified as flood-prone.• In order to meet the criteria for levee certification, improvements to each of the levee systems will be necessary.• The purpose of the Geotechnical MR_2 project is to resolve seepage deficiencies along the Missouri River levee. The project will modify an existing relief well system with piping to lower the head of each well, improves a drainage channel, and provides a sump structure for ground water pumping.• This FY16 CIP included \$1,695,000 funded by the Iowa Flood Mitigation Program and \$3,305,000 in Sales Tax Funds programmed for levee improvements. The budget for this project is \$960,000.• The project schedule is as follows:<table border="0" data-bbox="649 1239 1169 1407"><tr><td>Set Public Hearing</td><td>November 14, 2016</td></tr><tr><td>Hold Public Hearing</td><td>November 28, 2016</td></tr><tr><td>Bid Letting</td><td>January 10, 2017</td></tr><tr><td>Award</td><td>January 23, 2017</td></tr><tr><td>Construction Start</td><td>February 2017</td></tr></table>	Set Public Hearing	November 14, 2016	Hold Public Hearing	November 28, 2016	Bid Letting	January 10, 2017	Award	January 23, 2017	Construction Start	February 2017
Set Public Hearing	November 14, 2016									
Hold Public Hearing	November 28, 2016									
Bid Letting	January 10, 2017									
Award	January 23, 2017									
Construction Start	February 2017									

<p align="center">RECOMMENDATION</p> <p>Approval of this resolution.</p>

Greg Reeder, Public Works Director

RESOLUTION NO. 16-280

**RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE
AND SETTING A PUBLIC HEARING ON THE
PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST ESTIMATE FOR THE
LEVEE CERTIFICATION PROJECT, GEOTECHNICAL MR_2
PROJECT #PW16-06A**

WHEREAS, the City wishes to make improvements known as the
Levee Certification Project, Geotechnical MR_2 within
the City, as therein described; and

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

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

That the City Clerk is hereby ordered to set a public hearing on the plans, specifications, form of
contract and cost estimate for the Levee Certification Project, Geotechnical MR_2 setting
November 28, 2016 at 7:00 p.m. as the date and time of said hearing.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED

November 14, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk

Council Communication

Department: Community Development Case #OTB-16-018 Applicant: BP Quality Homes Attn: Bill Perdue 535 West Broadway, Suite 100 Council Bluffs, IA 51505	Resolution of Intent No. _____ Resolution to Dispose No. _____	Set Public Hearing: 11/14/16 Public Hearing: 11/28/16
<p>Subject/Title</p> <p>Request of BP Quality Homes, represented by Bill Perdue, to purchase the following City owned properties: (a) Lot 1, Block 6, Bayliss and Palmer Addition and the East 16 feet of vacated North 18th Street adjacent formerly known as 1739 Avenue E (b) Lot 2, Block 1, Squire's Addition formerly known as 2108 - 5th Avenue (c) Lot 18, Block 6, Evan's 2nd Bridge Addition, formerly known as 3000 Avenue A; and (d) The North 50 feet of the South 143.8 feet of Lots 3 and 4, Block 1, Day's Southside Addition and 1/2 vacated alley adjacent, formerly known as 2720 South 6th Street.</p>		
<p style="text-align: center;">Background/Discussion</p> <p>Bill Perdue, on behalf of BP Quality Homes has submitted offers to purchase the four City owned properties as described above, and intendeds to build a single family structure on each lot. The details of each vacant property are as follows: <u>1739 Avenue E</u>: 66' x 130' for a total of 8,580 s.f., zoned R-3/Low Density Multi-Family Residential, acquired by 657A process in September, 2012. <u>2108 - 5th Avenue</u>: 40 x 120' for a total of 4,800 s.f., zoned R-2/Two Family Residential, acquired by 657A process in December, 2013. <u>3000 Avenue A</u>: 48' x 120' for a total of 5,760 s.f., zoned R-3/Low Density Multi-Family Residential, acquired by 657A process in March, 2013. <u>2720 South 6th Street</u>: 50' x 157' for a total of 7,850 s.f., zoned R-3/Low Density Multi-Family Residential, acquired by 657A process in October, 2015.</p> <p>As per the Inventory and Disposal Policy for Surplus City Property, buildable properties on the disposal list longer than 24 months may be sold as a non-buildable remnant. The first three properties have been on the list for more than 24 months. Even though the lots are considered buildable, they will be treated as a remnant parcel and considered unbuildable because of the time they have been owned by the City. The applicant will pay \$50.00 (already paid as the down payment) with a mortgage and promissory note to be signed on the remaining balances which will be forgiven upon the completion of a single family structure on each lot.</p> <p>The last property, 2720 South 6th Street, has been on the list less than 24 months and is considered buildable. It can be sold to the applicant for the assessed value of \$12,653.00. The applicant has made the required \$50.00 deposit and will pay the remaining \$12,603.00 at closing.</p>		
<p>Recommendation</p>		

The Community Development Department recommends disposal of the properties listed above, as follows:

(a) Lot 1, Block 6, Bayliss and Palmer Addition and the East 16 feet of vacated North 18th Street adjacent formerly known as 1739 Avenue E – Purchase price to be \$2,570 with the applicant to pay \$50.00 (already paid as the down payment) with a mortgage and promissory note to be signed on the remaining \$2,520 which would be forgiven upon completion of a single family structure.

(b) Lot 2, Block 1, Squire's Addition formerly known as 2108 - 5th Avenue - Purchase price to be \$750 with the applicant to pay \$50.00 (already paid as the down payment) with a mortgage and promissory note to be signed on the remaining \$700 which would be forgiven upon completion of a single family structure.

(c) Lot 18, Block 6, Evan's 2nd Bridge Addition, formerly known as 3000 Avenue A - Purchase price to be \$1,160 with the applicant to pay \$50.00 (already paid as the down payment) with a mortgage and promissory note to be signed on the remaining \$1,110 which would be forgiven upon completion of a single family structure.

d) The North 50 feet of the South 143.8 feet of Lots 3 and 4, Block 1, Day's Southside Addition and 1/2 vacated alley adjacent, formerly known as 2720 South 6th Street – Purchase price to be \$12,653. The applicant to pay \$50.00 (already paid as the down payment) with the remaining \$12,603 to be paid at closing.

Attachments: Location maps

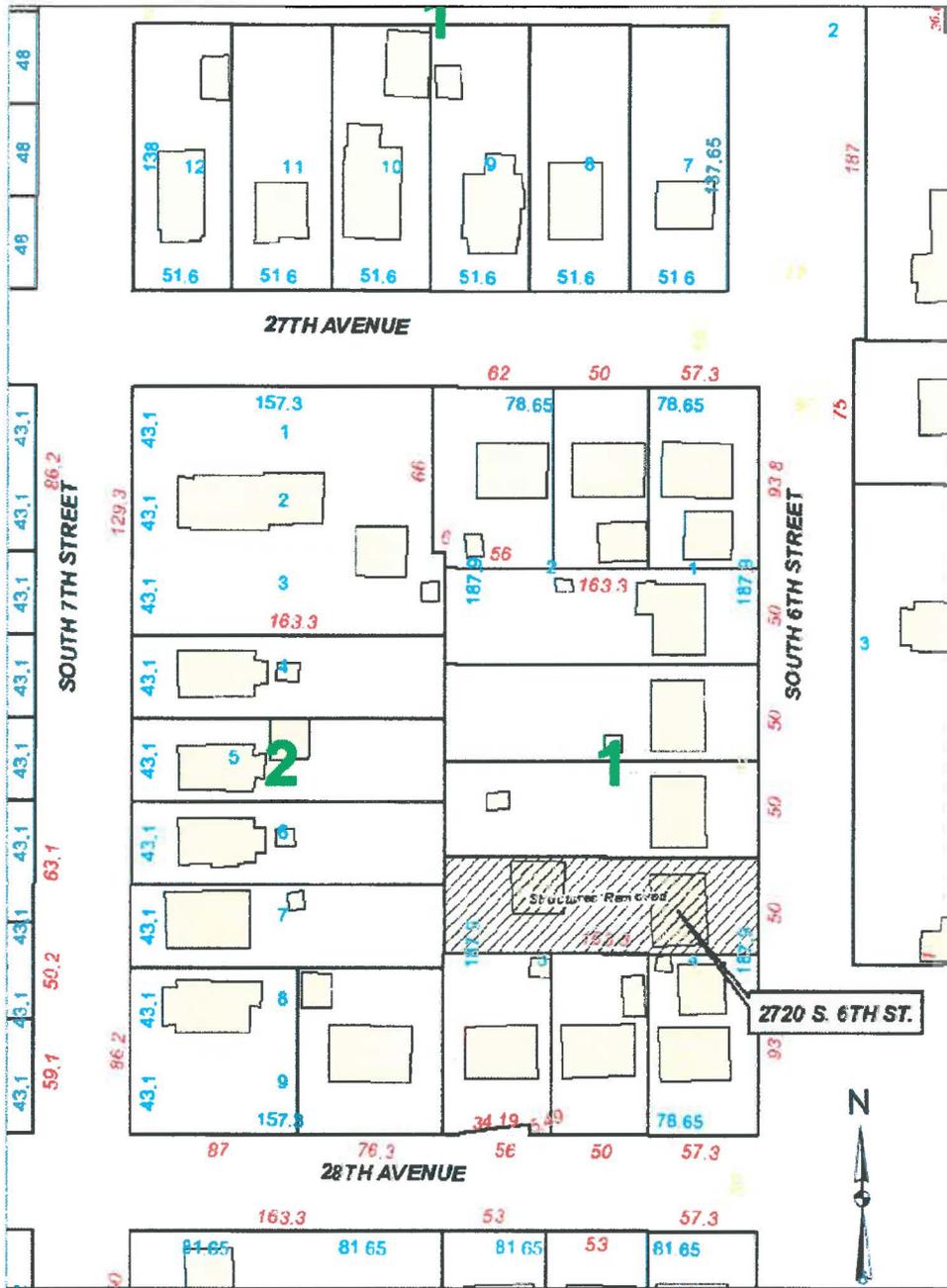
Prepared By: Rebecca Sall, Assistant Planner, Community Development Department



CASE #OTB-16-018



CASE #OTB-16-018



CASE #OTB-16-018

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. _____

A RESOLUTION OF INTENT TO DISPOSE OF CITY PROPERTY LEGALLY DESCRIBED AS LOT 1, BLOCK 6, BAYLISS AND PLAMER ADDITION AND THE EAST 16 FEET OF VACATED NORTH 18TH STREET ADJACENT; LOT 2, BLOCK 1, SQUIRE’S ADDITION; LOT 18, BLOCK 6, EVAN’S 2ND BRIDGE ADDITION; AND THE NORTH 50 FEET OF THE SOUTH 143.8 FEET OF LOTS 3 AND 4, DAY’S SOUTHSIDE ADDITION AND 1/2 VACATED ALLEY ADJACENT.

WHEREAS, the City has received, from BP Quality Homes, represented by Bill Perdue, an offer to buy the property legally described as (a) Lot 1, Block 6, Bayliss and Palmer Addition and the East 16 feet of vacated North 18th Street adjacent formerly known as 1739 Avenue E; (b) Lot 2, Block 1, Squire's Addition formerly known as 2108 - 5th Avenue; (c) Lot 18, Block 6, Evan's 2nd Bridge Addition, formerly known as 3000 Avenue A, and (d) The North 50 feet of the South 143.8 feet of Lots 3 and 4, Block 1, Day's Southside Addition and 1/2 vacated alley adjacent, formerly known as 2720 South 6th Street; and

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

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 (a) Lot 1, Block 6, Bayliss and Palmer Addition and the East 16 feet of vacated North 18th Street adjacent formerly known as 1739 Avenue E; (b) Lot 2, Block 1, Squire's Addition formerly known as 2108 - 5th Avenue; (c) Lot 18, Block 6, Evan's 2nd Bridge Addition, formerly known as 3000 Avenue A, and (d) The North 50 feet of the South 143.8 feet of Lots 3 and 4, Block 1, Day's Southside Addition and 1/2 vacated alley adjacent, formerly known as 2720 South 6th Street, City of Council Bluffs, Pottawattamie County, Iowa; and

BE IT FURTHER RESOLVED

That a public hearing be scheduled for November 28, 2016.

ADOPTED
AND
APPROVED: _____, 2016

Matthew J. Walsh Mayor

ATTEST: _____
Marcia L. Worden City Clerk

(Case #OTB-16-018)



www.iowadot.gov

District 4 Office
2210 E 7th Street | Atlantic, IA 50022
Phone: 712-243-3355 | Email: scott.schram@dot.iowa.gov

October 26, 2016

County Pottawattamie
Project No. IMN-080-1(422)0--0E-78
Notification Letter No. 2017-M-123

The Honorable Matt Walsh
Mayor of Council Bluffs
209 Pearl Street
Council Bluffs, IA 51503-4270

RE: Portland Cement Concrete (PCC) Patching on I-80

Dear Mayor Walsh:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let a PCC patching project on I-80 from the Missouri River east to the Cass County line on March 21, 2017. A part of said project lies within the city.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the City.

The project is proposed for construction during 2017.

Resident Engineer, Dave Dorsett, of Council Bluffs, Iowa, telephone number 712-366-0568, will advise you of the contractor's proposed schedule when the information is available.

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members.

If you have any questions concerning the work involved, please contact this office as soon as possible in order to expedite any possible changes.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Schram', is written over a light blue circular stamp.

Scott Schram
District 4 Engineer

CLERK ROOM
1 NOV 16
AM 10:43

Cc: Deanne Popp - Office of Local Systems - DOT

Memo

To: Members of City Council

From: Mayor Matt Walsh

Date: October 25, 2016

Re: Appointments for November 14, 2016 City Council Meeting

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

COUNCIL BLUFFS ARENA AND CONVENTION CENTER COMMISSION

Appoint the following with term expiring 07/01/2020:

- Jill Johnson
111 Kenmore Ave

PUBLIC ART COMMISSION

Appoint the following with term expiring 06/25/2019:

- Jenny Kruger
1402 Santa Fe Cir

Attachments for Notices of Claim (2)

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-1811

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Fred Collins DAY PHONE: 402-301-4573
ADDRESS: 300 5TH AVE COUNCIL BLUFFS IA 51503 DOB: 6-30-61
DATE & TIME OF LOSS/ACCIDENT: 10-12-16
LOCATION OF LOSS/ACCIDENT: 300 5TH AVE COUNCIL BLUFFS IA 51503
DESCRIPTION OF LOSS/ACCIDENT: WAS INFORMED BY CITY OF COUNCIL BLUFFS WATER DEPARTMENT THAT MY SEWER LATERAL WAS DISCONNECTED FROM MAIN SEWER LINE AND I HAD 7 DAYS TO SUBMIT AN ACTION (USE BACK OF FORM, IF NECESSARY)
TOTAL DAMAGES CLAIMED: \$ 3133.00
WITNESS(ES) (N. and S., Address(es), Phone No(s)): MC INTOSH PLUMBING 712-256-6038
110 S 1ST STREET
COUNCIL BLUFFS, IA 51503

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)

10-20-16
DATE

[Signature]
CLAIMANT'S SIGNATURE

CLERK RCVD
24 OCT '16
PM 2:49

OCT 20 2016

Plan to the city and have repairs done within 30 days and have city approve of plan and repairs I have complied with city. Talking to city Department of Public Works I felt as the damage to the street and my sewer line was caused by the poor maintenance of the street. Cracks and gaps on curbs on the street sagging and missing bricks, missing bricks not being repaired for over a year. When hole was dug to repair sewer line a steady stream of water flowed below my sewer from a light rain in the morning. Plumber said it was draining from the corroded curb that ~~that~~ caused my sewer line to drop out of place and break.

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-PD-1812

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Bertie Jones DAY PHONE: 402-510-0217
ADDRESS: 616 N 17th Street DOB: _____

DATE & TIME OF LOSS/ACCIDENT: 10/20/16 10:20 am.
LOCATION OF LOSS/ACCIDENT: North 16th St and Ave. F

DESCRIPTION OF LOSS/ACCIDENT: Wrecking of 1966 Chevrolet Corvair coupe of 1966.

(USE BACK OF FORM, IF NECESSARY)
TOTAL DAMAGES CLAIMED: \$ 1986.42 plus rental car costs (Custom Auto Renters Est.)

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

WAS POLICE REPORT FILED YES NO 16-043803

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

HAVE YOU RESUMED NORMAL ACTIVITIES? YES NO

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

LIST INSURANCE PROVIDER AND COVERAGE: _____

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

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

10-27-2016
DATE

Bertie Jones
CLAIMANT'S SIGNATURE

OCT 20 2016

CLERK RCVD
31 OCT 16
PM 3:03

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION FROM TAX SALE

TO: Delores Phillips 22674 Erod Avenue, Glenwood, IA 51534- Previous Owner
 Delores Phillips 3143 W. Broadway, Council Bluffs, IA 51501-Previous Owner
 IMOD, LLC c/o Registered Agent, 22674 Erod Avenue, Glenwood, IA 51534- Owner
 IMOD, LLC 1305 6th Avenue, Council Bluffs, IA 51501- Owner
 Person in Possession 1305 6th Avenue, Council Bluffs, IA 51501- Person in Possession
 Deutsche Bank NA as Trustee for Ameriquest Mortgage 1761 East Street, Andrew Place, Santa Ana, CA 92705-
 Mortgage Holder
 Ameriquest Mortgage Company P.O. Box 11507, Santa Ana, CA 92711- Mortgage Holder
 American Home Mtg Servicing c/o NTC 2100 Alt 19 North, Palm Harbor, FL 34683- Mortgage Holder
 Filby Properties, LLC 21290 Cedar Lane, Council Bluffs, IA 51503- 2013 Tax Lien Holder
 City Clerk of Council Bluffs 209 Pearl Street, Council Bluffs, IA 51503- City Limits

CLERK RCVD
 25 OCT '16
 AM 10:26

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest both known and unknown, and all unknown claimants claiming to have any recorded or unrecorded right, title, or interest in and to the parcel hereinafter described.

In accordance with Iowa Code Section 447.9 you are hereby notified that on the 16th day of June, 2014, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

The East 32 feet 10 1/2 inches of Lot Two (2), Block Eight and One-half (8 1/2) McMahon-Cooper & Jefferies Addition and the West 32 feet 10 1/2 inches of the East 73 feet 1 1/2 of Lot Two (2), Block Twenty-eight (28), Everetts Addition in Council Bluffs, Pottawattamie County, Iowa. a/k/a PARCEL # 754435282006 Certificate No: 2014-0384

Was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes against the parcel, which a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, to Leland Holdings, LLC pursuant to said tax sale, which Certificate is now lawfully held and owned by Leland Holdings, LLC, and that the right of redemption will expire and a deed to the said parcel will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.


 Chris Newhouse, Member
 SCC Holding LLC,
 Agent for Leland Holdings, LLC
 Pottawattamie 2014-0384

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION FROM TAX SALE

TO: Samantha Jean Hathaway 1216 7th Avenue, Council Bluffs, IA 51501- Owner
John Anthony Hathaway 1216 7th Avenue, Council Bluffs, IA 51501- Owner
Person in Possession Vacant Lot next to 1216 7th Avenue, Council Bluffs, IA 51501- Person In Possession
ABA Recovery c/o David A. Poore, 421 W. Broadway, Council Bluffs, IA 51503- Judgement Creditor
Iowa Attorney General 1305 E. Walnut Street, Des Moines, IA 50319- Court Costs
Pottawattamie County Attorney 227 South 6th Street, Council Bluffs, IA 51501-Court Costs
Pottawattamie County Auditor 227 S. 6th Street, Ste 243, Council Bluffs, IA 51501- Court Costs
Internal Revenue Collection Advisory Group 30 E. 7th Street, Ste 1222, St. Paul, MN 55101- IRS Lien
City of Council Bluffs c/o City Clerk, 209 Pearl Street, Council Bluffs, IA 51503
OHP 31, LC 2920 N. Harrison, Davenport, IA 52803- 2016 Tax Lien Holder

All of the heirs, spouses, assignees, grantees, legatees, devisees, and successors in interest both known and unknown, and all unknown claimants claiming to have any recorded or unrecorded right, title, or interest in and to the parcel hereinafter described.

In accordance with Iowa Code Section 447.9 you are hereby notified that on the 16th day of June, 2014, the following described parcel, situated in Pottawattamie County, Iowa, to-wit:

Lot 11, Block 8, McMahon, Cooper and Jefferis Addition to the City of Council Bluffs, Pottawattamie County, Iowa.
a/k/a PARCEL # 754435283010 Certificate No: 14-0822

Was sold at tax sale by the Treasurer of Pottawattamie County for the then delinquent and unpaid taxes against the parcel, which a Certificate of Purchase was duly issued by the County Treasurer of Pottawattamie County, Iowa, to Pottawattamie County and then assigned to Skyler Newhouse pursuant to said tax sale, which Certificate is now lawfully held and owned by Skyler Newhouse, and that the right of redemption will expire and a deed to the said parcel will be made unless redemption from said tax sale is made within ninety (90) days from the completed service of this Notice.


Chris Newhouse, Member
SCC Holding LLC,
Agent for Skyler Newhouse
Pottawattamie 14-0822

City of Council Bluffs Iowa

Office of the Mayor

Proclamation

- WHEREAS,** the City of Council Bluffs, Iowa celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years; and
- WHEREAS,** small businesses employ over 49 percent of all businesses with employees in the United States; and
- WHEREAS,** 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and
- WHEREAS,** 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and
- WHEREAS,** 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and
- WHEREAS,** Council Bluffs, Iowa supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and
- WHEREAS,** advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I,

**Matthew J. Walsh, Mayor
of the
City of Council Bluffs, Iowa
do hereby proclaim**

November 26, 2016

As

SMALL BUSINESS SATURDAY

in the City of Council Bluffs, Iowa and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.



**IN WITNESS WHEREOF, I have hereunto
set my hand and caused the official seal of
the City of Council Bluffs, Iowa to be affixed
this 14th day of November, in the year Two
Thousand Sixteen.**


Matthew J. Walsh, Mayor

COUNCIL COMMUNICATION

Department: Public Works Ordinance No. _____ First Reading November 14, 2016
Case/Project No.: _____ Resolution No. _____
Applicant: Greg Reeder, Public Works Director

SUBJECT/TITLE

After the Public Hearing council consideration of a resolution approving the disposal of an interest in city property by entering into a lease agreement with Bartlett Grain Company.

BACKGROUND/DISCUSSION

- As part of the interstate reconstruction, certain railroad tracks are being relocated into shared corridors and more strategic locations.
- These relocations create changes in the ownership of land and result in property transfers from and to the city.
- One of these transfers from BNSF Railway Company (BNSF) to the city includes land and trackage around the Bartlett Grain Company (Bartlett) elevator along the South Expressway.
- This transfer to the city from BNSF carries an existing easement granted by BNSF to Bartlett to use tracks 1 through 5 for grain elevator needs. It provides no allowance of use for tracks 6, 7, and 8. The transfer of land ownership makes the city the landlord for this lease with Bartlett.
- Bartlett has requested that the city allow the grain elevator operation the use of track 6 also.
- A new lease has been negotiated between the city and Bartlett. The lease provides
 - Bartlett uses tracks 1 - 6 until such time as the elevator ceases operations for one year.
 - Bartlett pays the city \$30,000.00 annually with provisions for a price escalation tied to CPI.
 - Bartlett constructs a fence on the west side of track 6.
 - Bartlett gives the city title to a 16+ acre parcel located south of the Council Bluffs Water Plant.
 - Bartlett agrees to not require the construction of a service road adjacent to track 6 on the alignment of tracks 7 and 8.

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

**INDEFINITE TERM LEASE FOR LAND
BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA
AND BARTLETT GRAIN COMPANY, L.P.**

THIS INDEFINITE TERM LEASE FOR LAND ("**Lease**") is made and entered into to be effective as of the _____ day of _____, 2016, by and between the City of Council Bluffs, Iowa (herein "**Landlord**" or "**City**") and Bartlett Grain Company, L.P. (herein "**Tenant**" or "**Bartlett**"), collectively referred to as the "**Parties**".

RECITALS

- A. The City of Council Bluffs, Iowa has acquired certain real property, railroad tracks and appurtenances thereto, which collectively represent the "**Leased Premises**" as more fully identified and described below in Exhibit A, attached hereto and incorporated by reference), from the BNSF Railway Company (herein the "**BNSF**");
- B. Bartlett has operated an agricultural business commonly known as the Bartlett Council Bluffs South Elevator on the subject Leased Premises since December 12, 2001 under an Indefinite Term Land Lease from the BNSF described as BNSF Lease # BF23849, as amended, (herein collectively the "**BNSF Land Lease**");
- C. City and Bartlett acknowledge that the BNSF has agreed to assign its rail operations on and immediately adjacent to the Leased Premises to Iowa Interstate Railroad, Ltd.;
- D. Bartlett desires to continue its grain operations on and adjacent to the Leased Premises, and City desires to lease the Leased Premises to Bartlett pursuant to the terms of the BNSF Land Lease, as modified and amended in this Lease agreement, below;
- E. City and Bartlett desire to amend the terms of BNSF Land Lease as amended, to reflect a change in ownership of the Leased Premises from the BNSF to the City of Council Bluffs, Iowa; and
- F. On or about October 14, 2016, Bartlett entered into an industry track agreement with Iowa Interstate Railroad, Ltd defining the terms and agreements between them regarding operations and rail services on the Leased Premises.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreement contained in this Lease and related exhibits, the Parties agree as follows:

- 1. **GRANTING OF LEASEHOLD.** Pursuant to the terms of this Lease, Landlord hereby rents, leases, licenses, and lets unto Tenant and Tenant hereby rents, leases, licenses, and hires from Landlord, the Leased Premises, for the Term (as defined below). The parties hereby expressly acknowledge and agree that it is the intention of Landlord to grant and lease to Tenant land upon which certain track and related appurtenances along with any and all easements and licenses which may reasonably be necessary in order to operate the Bartlett Council Bluffs South grain elevator as it has been operated in the past, with access to rail for transit of grain, including without limitation all easements, ingress and egress, necessary utilities and access to and from the storage facilities to the rail yard. To the extent such land, easements and/or licenses are not explicitly included in the description of the Leased Premises, they shall be deemed to be part of the "**Leased Premises**", and Landlord hereby agrees, at the request of Tenant, to provide Tenant access to and use of during the Term of this Lease any such

land, easements or licenses at no additional cost to Tenant. The Parties specifically agree that the Leased Premises shall include those rail tracks (land, tracks, ballast) commonly referred to as tracks numbered 1, 2, 3, 4, 5, and 6.

2. **TERM.** The "Term" shall mean the period beginning on the date this Lease is executed by all Parties and continuing indefinitely without interference for so long as Tenant operates a grain handling facility on or immediately adjacent to the Leased Premises. The Term shall end, however, if Tenant has not received, unloaded or loaded out at least one load of grain within the prior twelve (12) months, unless sooner terminated as set forth in this Lease. Tenant may terminate this Lease by giving Landlord not less than ninety (90) days written notice of such termination.
3. **RENT.** Landlord reserves and Tenant covenants and agrees to pay to Landlord during the Term hereof, "Rent" as follows:
 - a. **Base Rent.** Tenant shall pay annual Landlord a "Base Rent" of \$30,000 in lawful money of the United States on the Effective Date of the Lease, subject to annual adjustments described in Section 3.b., below, unless the Lease is otherwise terminated as set forth in this Lease.
 - b. **Annual Adjustments to the Base Rent.** Commencing on the first day of the second year of the Lease, and each succeeding annual anniversary date thereafter, the Base Rent Adjustment (as defined below) shall be paid by Tenant to Landlord following receipt by Tenant of an invoice for the Base Rent Adjustment showing the computation thereof as provided below. The "Base Rent Adjustment" shall be calculated by the multiplying the Base Rent by the lesser of (i) the percentage increase in the consumer price index of the United States Bureau of Labor Statistics for Pottawattamie County, IA/ Douglas County, NE (the "Index") for the prior calendar year; or (ii) 1% if the Index increases in the prior calendar year from 0.01% to 2.0%; or (iii) 2% if the Index increases in the calendar year 2017 by 2.01% or more. The Base Rent Adjustment for each of the following calendar years during the Term shall be calculated by adding all previous years' Base Rent Adjustment to the Base Rent and multiplying by the lesser of (i) the percentage increase of Index for such calendar year; or (ii) 1% if the Index increases in such calendar year from 0.01% to 2.0%, or (iii) 2% if the Index increases in such calendar year by 2.01% or more. In no event shall the Base Rent Adjustment be less than zero, and in no event shall the Base Rent Adjustment be more than zero if the Index for the applicable year is less than or equal to the Index calculated for any preceding calendar year of the Term.
 - c. **Retention of Prepaid Rent.** If Tenant voluntarily terminates the Lease, City shall retain any unamortized pre-paid Rent.
4. **USE AND COMPLIANCE WITH LAWS.**
 - a. **Use.** Tenant shall use the Leased Premises for agri-business services including grain handling, grain storage, ag-services and related product sales, the throughput and transit of grain, and in any other lawful manner and for any other lawful purpose.
 - b. **Compliance with Laws.** Tenant shall, in its use and occupancy of the Leased Premises, comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements

of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Leased Premises. In the event the Tenant receives notice from the applicable governmental authority of any violation of federal, state or local law, and the cure of such violation purports to require modification to the Leased Premises, Tenant agrees to promptly provide copies of such notice to the Landlord. Tenant shall have a reasonable opportunity to cure any such alleged violation, or in the alternative Tenant shall have the right, in good faith, to contest any such determination provided (i) Tenant notifies Landlord of its intention to do so, (ii) Tenant diligently prosecutes such contest, (iii) at all times such action shall effectively stay or prevent any official or judicial sale of the Leased Premises or any part thereof or interest therein, under execution or otherwise, and (iv) Tenant pays or otherwise satisfies any final judgment on such contested alleged violation.

5. **TAXES AND UTILITIES.**

- a. **Taxes, Impositions.** Tenant shall pay, in addition to Rent, all real estate taxes and other assessments and impositions related to the Leased Premises. Landlord agrees to furnish tax bills and other statements to Tenant in sufficient time so that such bills and statements may be paid without penalty or loss of discount. Both parties agree to use their best efforts to obtain a separate tax bill for the Leased Premises, but if such separate bill is not obtainable real estate taxes shall be fairly apportioned. Tenant shall have the right to contest all assessments, charges, and impositions, and Landlord hereby agrees to join therein, if required by law, and to permit Tenant to contest the same in Landlord's name provided the expense thereof shall be borne by Tenant.
- b. **Utilities.** Tenant shall also pay all charges for water, gas, electricity, and other utilities used in connection with the Leased Premises after the commencement of the Term and for the duration of the Term of the Lease.

6. **INSURANCE.** Tenant shall, at Tenant's sole cost and expense, procure and maintain, or cause to be procured and maintained during the entire Term, the insurance described in Exhibit B, captioned "Bartlett Insurance Requirements". Tenant shall have the right to maintain the insurance herein required by means of a blanket policy or policies provided such policy or policies satisfy all of the requirements Exhibit B.

7. **CAPITAL IMPROVEMENTS, REPAIRS AND MAINTENANCE.**

- a. **Repairs and Maintenance by Tenant.** Tenant covenants and agrees that, during the Term of this Lease, Tenant shall keep and maintain the Leased Premises in at least as good condition as it was upon the commencement of this Lease (reasonable wear and tear excepted taking into account the age of the Improvements, if any). Tenant shall, at Tenant's sole cost and expense, make such repairs and replacements as may be prudent and necessary from time to time to preserve the ability of the Leased Premises to function as a grain handling and storage facility. The Tenant shall not cause or permit any waste, damage, or injury to the Leased Premises. The Landlord shall in no event be required to make any repair, alteration, or improvement to the Leased Premises. The Tenant shall indemnify the Landlord against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands, including reasonable Attorney's fees, because of the Tenant's failure to comply with the above. The Tenant shall not call upon the Landlord for any

disbursement or outlay in connection therewith, and expressly releases and discharges the Landlord of and from any liability therefor.

- b. **Tenant's Right to Make Improvements.** Tenant shall have the right, during the Term of this Lease, to make capital improvements to the Leased Premises, provided that such capital improvements do not adversely affect the value of the Leased Premises. All Capital Improvements shall (i) be made in a good and workmanlike manner and in compliance with all laws and ordinances applicable thereto, and (ii) when commenced, be prosecuted to completion with due diligence.
 - c. **Securing of Permits and Authorizations.** Tenant shall not do or permit others under its control to do any work in or about the Leased Premises related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Leased Premises, or any part thereof (including the capital improvements), unless Tenant shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements.
 - d. **Mechanics' Liens.** Tenant shall not do or suffer anything to be done whereby the Leased Premises or any part thereof may be encumbered by any mechanics' or other similar lien and if any mechanics' or other similar lien is filed against the Leased Premises or any part thereof, purporting to be for or on account of any labor, materials or services furnished in connection with any work in or about the Leased Premises done by, for or under the authority of Tenant or anyone claiming by, through or under Tenant, Tenant shall within ninety (90) days after the date of filing of such lien, either (i) discharge such lien of record, or (ii) provide adequate bond or other security for the entire amount of such lien. Notice is hereby given that Landlord does not authorize or consent to and shall not be liable for any labor or materials furnished Tenant or anyone claiming by, through or under Tenant upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of Landlord in and to the Leased Premises or any part thereof
 - e. **Contest of Lien.** Tenant shall have the right to contest any such mechanics' or other similar lien if, within the ninety (90) day period after the date of filing of such lien, (i) Tenant notifies Landlord in writing of its intention so to do, (ii) Tenant diligently prosecutes such contest, (iii) at all times such action shall effectively stay or prevent any official or judicial sale of the Leased Premises or any part thereof or interest therein, and (iv) Tenant pays or otherwise satisfies any final judgment on such contested lien claim and thereafter promptly procures record release or satisfaction thereof.
8. **PERMITTED ENCUMBRANCES.** The Landlord agrees, prior to the commencement of the Term of this Lease, that there will be no mortgages, deeds of trust, or other liens on the Leased Premises, other than those described herein, and that the only encumbrances, claims or rights of others in the Leased Premises ("**Permitted Encumbrances**") will be those which are mutually agreed upon by the parties. Nothing contained herein, however, shall prevent Landlord from exercising its authority to issue bonds, guarantee bonds, or otherwise extend the full faith and credit of the City for purpose of issuing such bonds. The Landlord agrees, however, that no bonds or other encumbrances shall be issued that specifically identify or

singly pledge the subject Leased Premises. The parties hereto specifically authorize Tenant to record a memorandum of this Lease.

9. **INDEMNITY.**

- a. **Tenant's indemnity.** Tenant hereby indemnifies and holds harmless Landlord from and against any and all liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims, and judgments, including attorney's fees, arising from injury or claim of injury during the Term of the Lease to person or property growing out of the occupation, possession, use, management, improvement, construction, alteration, repair, maintenance, or control of the Leased Premises or the improvements, or arising out of Tenant's failure to perform any term, covenant, condition, or agreement contained in this Lease. Tenant, at Tenant's own cost and expense, will defend any suits that may be brought or claims that may be made against Landlord upon any of the foregoing, and pay and discharge any judgment that may be recovered against Landlord. Landlord shall not be responsible for injury or death to person or damages to property arising out of the Leased Premises unless caused by the negligence or unauthorized entrance of Landlord or Landlord's agents, servants, or employees. For purposes of this section, Landlord shall include all employees, agents, contractors, officers, or invitees of Bartlett and all related and affiliated entities. It is intended that Tenant will indemnify Landlord for Tenant's proportionate fault, including but not limited to negligence, which causes such damages.
- b. **Landlord's Indemnity.** Landlord hereby covenants and agrees to indemnify, protect, defend and save Tenant, its officers, directors, employees, agents, successors, assigns, and shareholders, harmless from and against any and all claims, demands, liabilities and costs, including attorneys' fees, arising from damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Property during the Term of this Lease and resulting from (i) the willful or grossly negligent act of Landlord or Landlord's agents, employees, contractors, or invitees, or (ii) any breach of this Lease by Landlord. Upon notice from Tenant, Landlord shall defend Tenant in any action or proceeding brought thereon. This indemnity shall not extend to such portion of such damages as may be caused in whole or in part by the negligence or willful misconduct of the Tenant, its agents, contractors, employees, invitees or licensees. It is intended that Landlord will indemnify Tenant for Landlord's proportionate fault, including but not limited to negligence, which causes such damages.
- c. **Waiver of Subrogation.** Landlord and Tenant, up to the monetary limits of their respective insurance policies, each waive any and all rights that either party may have against the other, and release each other from all liability or responsibility to the other or to anyone claiming through or under them (by way of subrogation or otherwise), for any loss or damage to the Leased Premises, any Personal Property, or other property, which loss or damage is caused by or results from a risk insured against under any insurance policy, in force at the time, carried by the party suffering the loss or damage, notwithstanding that such loss or damage was caused by the fault or negligence of such other party, its agents, servants, employees, representatives, contractors, licensees, invitees, or guests. Both Landlord and Tenant shall seek a waiver of subrogation from their

respective insurance companies. Any increased premium cost incurred by either party by reason of such waiver shall be paid by the party incurring such increased premium. However, if either party fails or is unable to obtain a waiver of subrogation from its insurer, then this Section shall be void.

10. **DEFAULT AND LEASE TERMINATION.**

a. **Events of Tenant Default.** The following shall be Tenant events of default:

- i. If Tenant shall file a voluntary petition under any bankruptcy law, or an involuntary petition under any bankruptcy law is filed against Tenant in a court having jurisdiction and said court shall order relief against Tenant; or Tenant makes a general assignment for the benefit of its creditors; or a custodian, trustee or receiver, after full hearing, is appointed or retained to take charge of and manage any substantial part of the assets of Tenant; or any execution or attachment shall issue against Tenant whereupon the Property, or any part thereof, or any interest therein of Tenant under this Lease shall be taken or attempted to be taken and the same is not released prior to judicial sale thereunder, Tenant shall be deemed in default.
- ii. If Tenant defaults in the payment of any rent or other sum for thirty (30) days after written notice and demand, or defaults in the performance or observance of any of the other terms, covenants, conditions, or agreements of this Lease for thirty (30) days after written notice and demand (or, if such default cannot practicably be cured within such period, fails to commence the curing and performance of such defaulted term, covenant, condition, or agreement within such period or thereafter fails to complete the same) Tenant shall be deemed in default.
- iii. Upon the occurrence of a material Default, Landlord may at Landlord's election, then or at any time thereafter exercise the following rights and remedies. Landlord may, at its option, terminate this Lease. In the event that Landlord terminates this Lease, Tenant shall be liable for all expenses incurred by Landlord in obtaining possession of the Leased Premises and the improvements. Landlord may remain out of possession of the Leased Premises and treat the Lease as in full force and effect, in which event Landlord shall have all rights and remedies available at law, in equity or hereunder. Landlord may, at Landlord's election, without terminating the Lease, re-enter the Leased Premises or take possession thereof (subject to Tenant's right to remove the Tenant's property) pursuant to legal proceedings or pursuant to any notice provided for by law, and relet and make alterations to the Leased Premises, and no such re-entry or taking of possession of the Leased Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, and no such reentry or taking of possession by Landlord shall relieve Tenant of its obligation to pay Rent, which shall survive such re-entry or taking of possession. Tenant shall continue to pay the Rent provided for in this Lease until the end of the Term, whether or not the Leased Premises shall have been relet, less the net proceeds, if any, of any reletting of the Leased Premises after deducting all of Landlord's expenses in or in connection with such reletting, including without limitation all repossession costs,

brokerage commissions, legal, expenses, expenses of employees, alterations costs and expenses of preparation for reletting. No remedy conferred upon or reserved to Landlord in this Lease shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as the occasion may arise or as may be deemed expedient.

iv. If Tenant shall be in Default with respect to any of its obligations as provided in this Lease, then Landlord may, but shall not be obligated so to do, upon the continuance of such Default, make any such payment or perform any such obligation. All sums so paid by Landlord and all necessary incidental costs and expenses incurred by Landlord in performing such obligation shall be deemed additional rent and shall be paid to Landlord by Tenant on demand, and if not so paid by Tenant, Landlord shall have the same rights and remedies provided for in this Lease in the case of Default by Tenant in the payment of Rent.

b. **Default by Landlord.** If Landlord shall default in the performance of its obligations under this Lease, and shall not cure such default within thirty (30) days after written notice thereof from Tenant (or shall not have commenced the curing of such default within such thirty (30) day period if the nature thereof is such that it may not reasonably be cured within thirty (30) days, provided Landlord completes the curing thereof with due diligence), Tenant may, at its option, without waiving any claim for damages for such breach, cure such default for the account of Landlord and any reasonable amount paid or any reasonable contractual liability incurred by Tenant in so doing, shall be paid by Landlord to Tenant within thirty (30) days after presentation of appropriate bills and vouchers. If Landlord fails to timely reimburse Tenant, then Tenant shall have the right to offset such amount from the Rent payable by Tenant under this Lease until such amounts (together with interest thereon at the rate of ten percent) have been recouped in full. Tenant may correct such default prior to the expiration of the thirty (30) day period upon first giving notice to Landlord that the curing of such default prior to the expiration of such period is reasonably necessary to protect the Property or to prevent injury or damage to persons or property.

11. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** All property of Tenant on or about the Leased Premises shall be at the sole risk and hazard of Tenant. If at any time before the end of the Term, (i) the Leased Premises are so damaged or destroyed by fire or other casualty, regardless of whether covered by insurance, so as to render it unfit for its intended use, or (ii) the Tenant, after consultation with Landlord, reasonably determines that repair or restoration is not economically feasible, the Tenant may terminate this Lease by giving at least ten days' written notice. Such notice must be given within 90 days after the date of such damage or destruction. If the Lease is so terminated, all Rent shall be apportioned to the date of termination.

12. **CONDEMNATION.** If at any time during the Term thereof, any portion of the Leased Premises is condemned, this Lease shall terminate on the date of vesting of title in the condemning authority. If the condemnation is of a part of the land with a part of the improvements, Tenant shall be entitled to receive recover an equitable proportionate share of the condemnation proceeds based upon fair

market value of the improvements and the land and with respect to Tenant moving/replacement expenses.

13. **ASSIGNMENT AND SUBLEASE.** Tenant will not assign, mortgage, pledge, sell, or in any other manner transfer, convey or dispose of this Lease or any interest therein or part thereof, whether voluntary, involuntary or by operation of law, or sublet all or any part of the Leased Premises, without obtaining in each case the prior written consent thereto by Landlord, which consent will not be unreasonably withheld or delayed. Any consent by Landlord to any of the aforesaid acts shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver or release of the duty of Tenant, or the successors or assigns of Tenant, to obtain from Landlord consent to any other such acts or to release Tenant from other obligations under the Lease.
- a. **Permitted Transfers.** Notwithstanding anything contained in this Section to the contrary, Tenant shall have the right without the necessity of obtaining Landlord's consent, to assign this Lease or sublease the Property or any part thereof as follows (collectively "Permitted Transfers"):
- i. In connection with any merger, consolidation or reorganization to which Tenant is a party or any sale, transfer or assignment of all or substantially all of Tenant's assets, provided the surviving entity or transferee assumes all obligations of Tenant under the Lease; or
 - ii. To any Affiliate (as defined below) of Tenant, provided that the Affiliate assumes all obligations of Tenant under the Lease. As used herein, the term "Affiliate" shall mean any person, entity or group of persons or entities which controls Tenant, which Tenant controls or which is under common control with Tenant. As used in this Section, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.
 - iii. Following the date of any Permitted Transfer the Tenant shall be released from any and all liability for obligations under the Lease which occur or arise thereafter.
14. **DISPOSITION OF LEASED PREMISES.** The Landlord may, at any time following the termination of the Term of this Lease, seek a Disposition of all of the Leased Premises, but not any portion of the Leased Premises, to any unrelated third party upon such terms and conditions (not inconsistent with this Lease) as such parties may agree to. "Disposition" shall mean the sale, deed, conveyance, lease, license, transfer or other disposition of the Leased Premises or use of the Leased Premises. Upon the Landlord and such new Tenant entering into an enforceable agreement (subject only to the rights of Tenant hereunder) with respect to such Disposition (a "Disposition Agreement"), the Landlord shall give Tenant written notice (a "Disposition Notice") of such Disposition and Landlord shall provide Tenant a fully executed copy of such Disposition Agreement and all related exhibits and ancillary agreements as part of such Disposition Notice. Nothing contained herein shall prevent the Landlord from entering into an agreement for Disposition of the Leased Premises for any purpose or use. Any Disposition however shall be subject to the provision of this section of the Lease. From the date of receipt of such Disposition Notice, Tenant shall have the right to match the terms of the Disposition Agreement and enter into an agreement with the Landlord upon substantially the same material terms as set forth in the Disposition Agreement. Tenant shall exercise this "Right of First Refusal" by giving

the Landlord written notice of such election within thirty (30) days following delivery of the Disposition Notice to Tenant. In the event Tenant fails to give Landlord such written notice of Tenant's intention to match the terms of the proposed Disposition, Tenant shall be deemed to have elected not to exercise the Right of First Refusal, and such Right of First Refusal shall lapse and be of no further force and effect.

15. **SURRENDER OF POSSESSION.** Tenant shall surrender possession of the Leased Premises within forty-five days following the termination of the Lease.
16. **REMOVAL OF PERSONAL PROPERTY.** During the Term of the Lease or within forty-five days following termination of this Lease, Tenant shall have the right, at Tenant's sole cost and expense, to remove any fixtures, trade fixtures, installations, or personal property installed by Tenant from the Leased Premises, provided that Tenant shall repair any material damage caused by such removal. In the event Tenant fails to remove its property as provided herein, Tenant shall be deemed to have abandoned all said property remaining on the Land, and title to such personal property shall vest in the Landlord at that time.
17. **MISCELLANEOUS**
 - a. **Notices.** All notices which are required or may be given pursuant to this Lease shall be in writing and shall be delivered personally or by registered, certified or express mail, or via overnight delivery, postage prepaid, to the addresses provided on the respective signature blocks, below. Notices shall be delivered to such other address as either party hereto shall have designated by notice in writing to the other party. Notices given as herein provided shall be deemed given as of the earlier of two days following the date such notice is deposited in the U. S. mail or delivered to an overnight delivery company, or the actual date of delivery.
 - b. **Title; Quiet Enjoyment.** Landlord represents and warrants that Landlord is well seized of good and marketable fee simple title to the Leased Premises subject to no liens or encumbrances except for those, if any, specifically referred to in this Lease and that Landlord has full right and authority, to enter into this Lease. Landlord covenants that Tenant, so long as Tenant is not in default hereunder and subject to the provisions of this Lease, shall have quiet and peaceful possession of the Leased Premises during the entire Term of this Lease. Unless otherwise expressly provided herein Landlord shall not be obligated to make any improvements to the Leased Premises or to maintain or keep up any such improvements.
 - c. **Additional Agreements.** The parties hereby agree to execute such documents and take such other actions as shall be reasonably necessary to carry out the intent of this Lease.
 - d. **Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement.
 - e. **Force Majeure.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations,

riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of Rent, or be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Lease because of a lack of funds.

- f. Integration: Amendments. The parties intend that this Lease shall constitute the complete agreement of the parties hereto with respect to the use, possession and occupancy of the Property, and this Lease shall discharge and replace any prior agreements, oral or written, with respect to the Property, including without limitation, all prior BNSF leases. This Lease may be amended, changed or modified only by a written agreement duly executed by Landlord and Tenant.
- g. Construction. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.
- h. Invalidity of Provisions of Lease. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
- i. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- j. No Partnership. Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business or otherwise, nor a joint venturer or a member of a joint enterprise with Tenant.
- k. Exhibits. All exhibits referred to in this Lease are attached hereto and are incorporated herein by reference as if fully set forth herein.
- l. Time is of the Essence. Time is of the essence with respect to the respective obligations of the parties hereunder.
- m. Attorneys Fees. The prevailing party in any litigation between the parties arising under this Lease shall be entitled to recover its reasonable attorney's fees.
- n. Rail Car Handling Equipment. The parties stipulate and agree that any rail car moving equipment including, but not limited to, switch engines and trackmobiles located on the subject Leased Premises upon execution of this Lease, and at any time thereafter is the sole and exclusive property of Tenant, and further that Tenant may remove such equipment upon termination of the Lease Agreement.
- o. Real Estate Broker's Commissions. Both Parties acknowledge they have not initiated any dealings with real estate brokers that would rise to a successful claim for a broker's commission.
- p. Entire Agreement. This Lease sets forth all the promises, agreements, conditions, and understandings

between Landlord and Tenant relative to the Leased Premises, and there are no promises, agreements, conditions, or understandings, either oral or written, expressed or implied, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

- q. Interpretation. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.
- r. Section headings. The Section headings used in this Lease are for convenience only. They shall not be construed to limit or to extend the meaning of any part of this Lease.
- s. Successors and Assigns. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, provided nothing herein shall be construed to permit a transfer or assignment expressly prohibited by the terms of this Lease.
- t. Applicable law. This Lease shall be interpreted and construed under and pursuant to the laws of Iowa. Any reference to a statute enacted by Iowa shall refer to that statute as presently enacted and any subsequent amendments thereto, unless the reference to said statute specifically provides otherwise.
- u. Survival. All obligations of Parties to be performed after the Termination Date shall not cease upon the termination of this Lease, and but shall continue as obligations until fully performed.
- v. Construction of Fence. The Tenant agrees that it shall, within 90 days after this agreement becomes effective, construct a chain link fence between tracks # 6 and 7, running basically north/south defining the western boundary of the Leased Premises.
- w. Donation of Bartlett Property. The Parties acknowledge that Bartlett intends to donate a parcel of property it owns west of the city water facility, comprising approximately 16 +/- acres, to the City of Council Bluffs, Iowa, as generally located in the photograph attached, referred to as Exhibit C, and incorporated by reference..
- x. Service Road. Bartlett agrees that it shall not require the pre-existing access road.

[end of page]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed.

LANDLORD - CITY OF COUNCIL BLUFFS, IOWA

by: _____ date: _____

by: _____ date: _____

by: _____ date: _____

by: _____ date: _____

With notice to:

TENANT – BARTLETT GRAIN COMPANY, L.P.

by: _____ date: _____

by: _____ date: _____

With notice to:

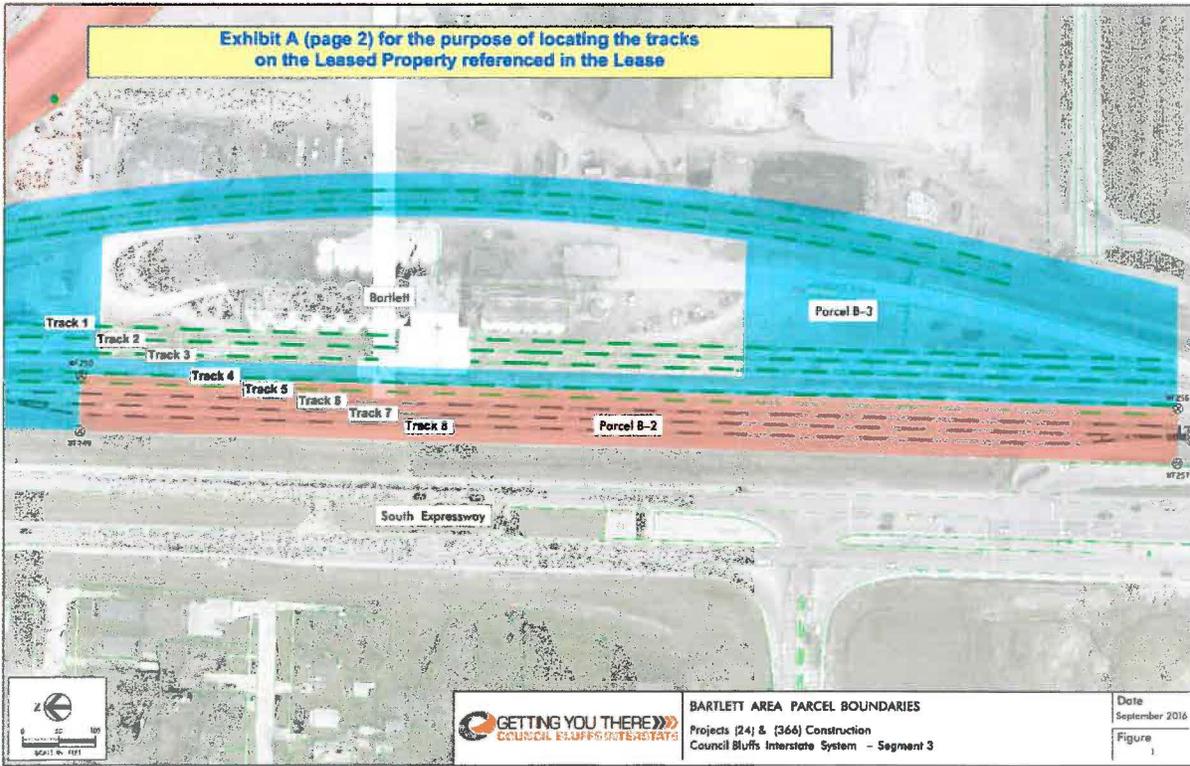
Bartlett Grain Company, L.P.
Attention: William L. Webster
4900 Main, Suite 1200
Kansas City, MO 64112
Switchboard: 816/714-6300

EXHIBIT A (page 1) The Parties intend that the Agreement shall include tracks # 1,2,3,4,5 and 6 as shown on this document, and as may be more fully identified by subsequent survey or final plat.



- █ I PASE AREA
- RAIL ROAD TRACK
- RIGHT-OF-WAY LINE
- INDUSTRY TRACK
- STATE PLATS
- LEASE TRACK

ATTACHED TO CONTRACT BETWEEN
 BNSF RAILWAY COMPANY
 AND
BARTLETT GRAIN COMPANY, L.P.
 COUNCIL BLUFFS, IOWA



BARTLETT AREA PARCEL BOUNDARIES
 Projects (24) & (366) Construction
 Council Bluffs Interstate System - Segment 3

Date
 September 2016
 Figure
 1

EXHIBIT B - INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

DESCRIPTION OF COVERAGE Minimum Scope and Limit of Insurance	Minimum Policy Limits
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY: ISO Form CG 00 01 covering CGL on an "occurrence " basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with the following endorsements and minimum limits: <div style="text-align: right; margin-left: 200px;"> <i>CGL per occurrence:</i> 1,000,000 <i>CGL aggregate limit:</i> 5,000,000 <i>Damage to rented premises:</i> 250,000 </div>	
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability insurance including comprehensive and collision coverages.	1,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION (WC)/EMPLOYERS LIABILITY (EL): WC with statutory limits, and EL with a limit of no less than \$1,000,000 per accident for bodily injury or disease automobile liability.	Statutory Limits

CERTIFICATE HOLDER (WITH BARTLETT AS A NAMED INSURED)	CANCELLATION
The City of Council Bluffs, IA	All certificates of insurance delivered to Bartlett must contain a provision that said policy will give to Bartlett thirty (30) days' advance written notice of any cancellation, lapse or reduction in coverage or other adverse change respecting such insurance. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

1. **Verification of Coverage: Certificate Requirements: Notice of Cancellation.** Upon request, Bartlett shall provide City with copies of the applicable insurance language, effecting coverage required by this contract. These insurance certificates and policies shall evidence proof of coverages in amounts not less than the coverages described in the Insurance Requirements. Bartlett will also provide complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
2. **Acceptability of Insurers.** All insurance carriers shall be admitted to insure these risks in the state of Iowa with a satisfactory current A.M. Best rating.

EXHIBIT C

The property owned by Bartlett is generally located inside the red lined area referred to in Section 17.w. of the Lease.



RESOLUTION NO. _____

**RESOLUTION APPROVING THE
DISPOSAL OF AN INTEREST IN CITY PROPERTY
BY ENTERING INTO A LEASE AGREEMENT WITH
BARTLETT GRAIN COMPANY**

WHEREAS, the City will dispose of an interest in said property fully described in Exhibit A of the lease agreement and commonly referred to as land, ballasts and tracks 1, 2, 3, 4, 5 and 6; and

WHEREAS, the City will dispose of its interest by entering into a lease agreement with Bartlett Grain Company, L.P.; and

WHEREAS, a notice of Public Hearing was published as required by law, and a public hearing was held on November 14, 2016.

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

That the disposal of an interest in city property by entering into a lease agreement with Bartlett Grain Company is approved.

ADOPTED
AND _____, 2016.
APPROVED

MATTHEW J. WALSH Mayor

Attest:

MARCIA L. WORDEN City Clerk

Council Communication

Department: Community Development Case #OTB-16-017 Applicant: Heather Russell-Schroeder (aka Flourish, LLC) 3254 Ruan Place Neola, LA 51559	Resolution of Intent No. _____ Resolution to Dispose No. _____	Set Public Hearing: 10/24/16 Public Hearing: 11/14/16
<p>Subject/Title</p> <p>Request of Heather Russell-Schroeder to purchase the City owned property formerly known as 233 South 4th Street and legally described as the South 62.8 feet of Lot 19, Auditor's Subdivision of Out Lots 2 and 3, Jackson's Addition.</p>		
<p>Background/Discussion</p> <p>Heather Russell-Schroeder has submitted an offer to purchase the City owned property formerly known as 233 South 4th Street, legally described above. It is zoned AP/Administrative Professional and measures 62.8 feet wide and 107.9 feet deep for a total of 6,776.12 square feet. Ms. Russell-Schroeder is one of the owners of the property at 225 South Main Street, d/b/a/ Credit Information Systems. She has indicated that she would like to have a parking lot constructed on the property presumably for the employees of 225 South Main. A private parking lot is a permitted use in an AP District.</p> <p>The City received title to this property from the estate of the previous owner in January, 2007 and the residential structure was removed. Since the property is buildable and considered marketable, staff placed the property on the buildable disposal list. Properties on the buildable list are at least 40' wide by 100' deep with buildable terrain on a paved street. Also, water and sanitary sewer need to be available. Buildable lots are to be priced at the appraised amount, if available, or the value most recently established by the Pottawattamie County Assessor. The assessed value of the property for 2016 is \$9,890. The applicant has offered \$9,000. Considering the cost of removing several trees and misc debris on the east portion of the site, the offer of \$9,000 reflects the fair market value.</p>		
<p>Recommendation</p> <p>Because the City has had possession of this property since January, 2007, the Community Development Department recommends disposal of the South 62.8 feet of Lot 19, Auditor's Subdivision of Out Lots 2 and 3, Jackson's Addition for the amount of \$9,000 as offered by the applicant.</p>		
<p>Attachment: Location map Prepared By: Rebecca Sall, Assistant Planner, Community Development Department</p>		



CASE #OTB-16-017

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. 16-284

A RESOLUTION AUTHORIZING DISPOSAL OF CITY PROPERTY LEGALLY DESCRIBED AS THE SOUTH 62.8 FEET OF LOT 19, AUDITOR'S SUBDIVISION OF OUT LOTS 2 AND 3, JACKSON'S ADDITION.

WHEREAS, this City Council previously expressed its intent to dispose of the property legally described as the South 62.8 feet of Lot 19, Auditor's Subdivision of Out Lots 2 and 3, Jackson's Addition, formerly known as 233 South 4th Street; 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:

Flourish, LLC and all successors in interest: The South 62.8 feet of Lot 19, Auditor's Subdivision of Out Lots 2 and 3, Jackson's Addition for the sum of \$9,000 (Nine thousand and no/100 dollars).

ADOPTED
AND
APPROVED: November 14, 2016

Matthew J. Walsh Mayor

ATTEST: _____
Marcia L. Worden City Clerk

Attachments for Resolution 16-282 and Resolution 16-289

**Council Communication
November 14, 2016**

Department:	Resolution No. <u>16-282</u>	Resolution Setting PH: 11/14/16
Community Development	Resolution No. <u>16-289</u>	Public Hearing: 12/19/16 Resolution Approving: 12/19/16
Subject/Title		
<p>Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with River's Edge Apartments, LLC and providing for the publication of notice thereof.</p> <p>Resolution (1) approving the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the Urban Renewal Area; (2) determining that the proposal submitted by River's Edge Apartments, LLC satisfies the offering requirements and declaring the intent of the City to enter into a Development Agreement by and between the City of Council Bluffs, Iowa and River's Edge Apartments, LLC in the event that no competing proposals are submitted; and (3) soliciting competing proposals.</p>		
Background/Discussion		
<p>December 14, 2015, City Council adopted Resolution No. 15-331 approving a memorandum of understanding with Broadmoor Development Company doing business as River's Edge Apartments, LLC (Developer) regarding the construction of apartments with some first floor retail on four blocks in the Playland Park Urban Renewal Area. The project would be constructed on Lot 6 of River's Edge Subdivision and Lot 1, Block 2 and Lot 1, Block 3 of River's Edge Subdivision Replat Two. 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> <ul style="list-style-type: none"> • Developer acquires three parcels for \$3.50 psf for a total of \$1,019,494. Initiates construction on 193 apartments/townhomes and 3,155 sq ft of commercial space on Blocks 2 and 6 on or before April 1, 2017 with completion by December 31, 2019 and October 2020, respectively. • Developer initiates construction on 36 apartments/townhomes and 3,155 sq ft of commercial space on Block 3 on or before April 1, 2020 with completion by December 31, 2022. If occupancy on the first phase (Block 2 and 6) does not achieve 90% prior to April 1, 2020, construction can be delayed for two years with the City retaining the right to repurchase the property for \$3.50 psf. • The construction cost on Block 6 is \$16,900,544, Block 2 is \$3,272,592, and Block 3 is \$3,326,971. The combined cost of \$23,503,107 is agreed to be the minimum assessment for the project. • Developer is given an option to purchase Lot 1, Block 5 of River's Edge Subdivision Replat Two in the amount of \$114,614.50. If acquired, the Developer would build 18 residential units with 3,155 sq ft of retail space estimated at a \$884,940 cost and as depicted in Exhibit B-1 of the Development Agreement. • An 18 year tax increment financing rebate equal to 75% of captured property taxes is provided to the Developer. Although the Development Agreement sets maximum rebates over the 18 year term at \$11,175,000, our best estimate for rebates is \$10,950,000. <p>A resolution has been prepared setting December 19, 2016 as the date of public hearing on the proposal to enter into a Development Agreement with Developer. However, prior to accepting the</p>		

Council Communication
November 14, 2016

Developer's proposal, Chapter 403 of the Iowa Code requires the City to undertake certain property disposition actions on property located within an urban renewal area only under reasonable competitive bidding procedures. This requires the City to ask the public for other proposals in addition to the one submitted by the Developer. This also includes 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. A resolution has been prepared approving the minimum development requirements, competitive criteria and procedures for property disposition; determining that the Developer's proposal satisfies the offering requirements and declaring the intent of the City to enter into a development agreement, in the event that no competing proposals are submitted; and soliciting competing proposals.

Staff Recommendation

Approval of the resolutions.

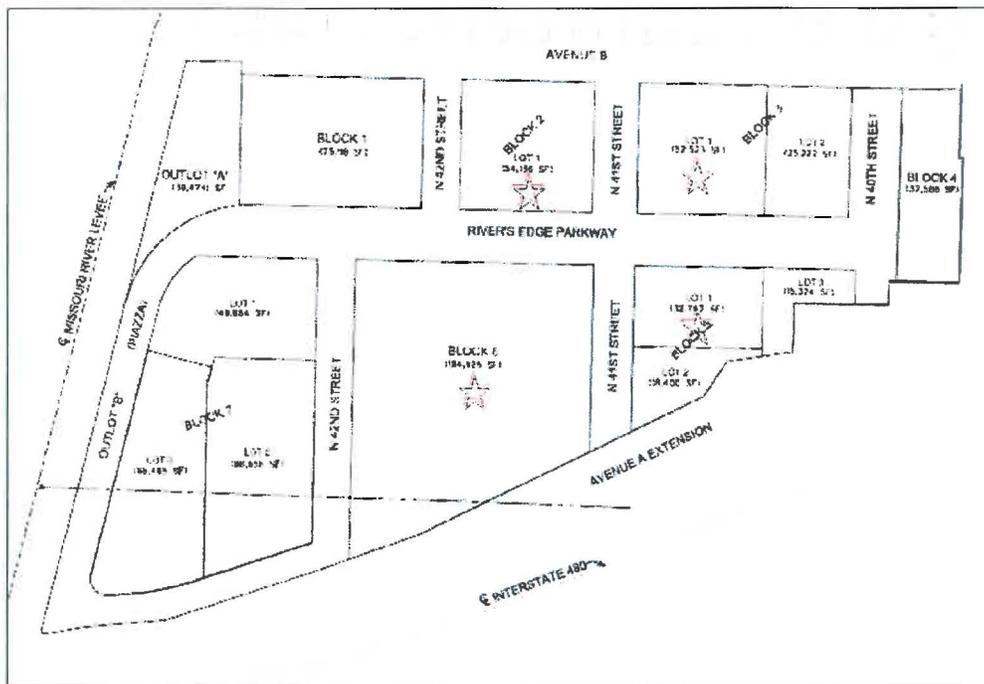
Attachments

Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with River's Edge Apartment's, LLC and providing for the publication of notice thereof.

Resolution (1) approving the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the Urban Renewal Area; (2) determining that the proposal submitted by River's Edge Apartments, LLC satisfies the offering requirements and declaring the intent of the City to enter into a Development Agreement by and between the City of Council Bluffs, Iowa and River's Edge Apartments, LLC in the event that no competing proposals are submitted; and (3) soliciting competing proposals.

Prepared and approved by: Donald D. Gross, Director, Community Development Department

Council Communication
November 14, 2016



AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF COUNCIL BLUFFS, IOWA

AND

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

_____, 2016

Execution Version

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 APARTMENTS, L.L.C., an Iowa limited liability company having offices for the transaction of business at 809 North 96 Street, Omaha, NE 68114 (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 (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

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 plans, specifications, drawings and related documents reflecting the construction work to be performed by the Developer on the Development Property referred to in Article III.

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

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

Excution Version

Development Property means that portion of the Playland Park Urban Renewal Area described in Exhibit A, which is comprised of property referred to herein as Block 6 of River's Edge Subdivision, Lot 1 of Block 2 of River's Edge Subdivision Replat Two, and Lot 1 of Block 3 of River's Edge Subdivision Replat Two.

Lot 1 of Block 2 means that portion of the Development Property as described in Exhibit A.

Block 6 means that portion of the Development Property as described in Exhibit A.

Lot 1 of Block 3 means that portion of the Development Property as described in Exhibit A.

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

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

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

Parcel shall mean each of Lot 1 of Block 2, Block 6, and Lot 1 of Block 3.

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

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

Public Improvements shall mean those Phase I and Phase II improvements described in Section 3.1 of this Agreement.

River's Edge Apartments, 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 (increased land and building value) divided and made available to the City for deposit in the River's Edge Apartments, 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, 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.

Section 2.2. Representations and Warranties of Developer. Developer makes the

following representations and warranties:

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

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

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 shall reasonably 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 shall 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 shall 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 shall require a total investment of at least \$23,500,107 (exclusive of land acquisition 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.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements on each Parcel will be completed:

(a) within twenty (20) months after the commencement of construction on the following Parcels, with construction to begin as follows for each Parcel:

Lot 1 of Block 2	April 1, 2017
Lot 1 of Block 3	April 1, 2020

Conditioned on Developer utilizing all commercially reasonable efforts to obtain occupants for the improvements on the Block 6 Parcel and the Lot 1 of Block 2 Parcel, commencement of

construction on the Lot 1 of Block 3 Parcel may be delayed until the earlier of (1) when rental occupancy in the improvements on the Block 6 Parcel and Lot 1 of Block 2 Parcel reaches 90%; or (2) April 1, 2022.

- (b) within thirty (30) months after the commencement of construction on the following Parcel, with construction to begin as follows for said Parcel:

Block 6 April 1, 2017

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 PUBLIC IMPROVEMENTS AND
CONSTRUCTION OF MINIMUM IMPROVEMENTS**

Section 3.1. **Construction of 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.

Section 3.2. **Construction of Minimum Improvements.** Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City in accordance with Section 3.3 below. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall be in conformance with Exhibit B to this Agreement.

Section 3.3. **Construction Plans.** Developer shall cause Construction Plans to be

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

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

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

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) pursuant to the schedule in Section 2.2(k); 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, subject to Developer's rules and regulations for the construction site.

Section 3.5. Certificate of Completion. Upon written request of Developer after issuance of an occupancy permit for the Minimum Improvements on each Parcel, 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 on such Parcel.

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 twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements on the applicable Parcel in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the 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 \$1,019,494 (the "Purchase Price").

Section 4.3. Due Diligence. Developer warrants that it has conducted all desired inspection of the Development Property and takes the Development Property "AS IS."

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 taxes post-closing, if any.

b. The City shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this Agreement is entered, and all prior installments thereof.

c. All other special assessments shall be paid by Developer; the City affirmatively states that as of the date of this Agreement it does not contemplate levying special assessments against the Development Property as a result of or in connection with the City's construction of the Public Improvements. If the City levies special assessments against the Development Property as a means of paying for the construction of the Public Improvements described in Section 3.1 of this Agreement, the City shall refund a portion of the Purchase Price paid by the Developer for the Development Property equivalent to the amount of the special assessment levied against the Development Property.

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 sole discretion, upon any Event of Default. Upon an Event of Default, the City shall automatically have the City's Reversionary Right to reacquire title to those Parcels to which the Event of Default relates. 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 failure to perform under this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the applicable Parcel(s) 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.

Notwithstanding anything contained herein to the contrary, if no Event of Default exists at the time of the recording of a First Mortgage specifically obtained for constructing the Minimum Improvements on Lot 1 of Block 2 Parcel or Block 6 Parcel, then the Reversionary Right to that Parcel for which the First Mortgage is obtained shall terminate and be of no further force and effect. With respect to the Lot 1 of Block 3 Parcel, the City's Reversionary Right shall not expire until the Developer obtains all necessary building permits and has secured all necessary financing to complete the Minimum Improvements on said Parcel. 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, provided that the Developer first provides any documents reasonably requested by the City to establish satisfaction of the preconditions set forth in this paragraph.

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, through Closing, 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 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 H. 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 provide an abstract for the Development Property, continued through a date no more than thirty (30) days prior to Closing, and deliver it to Developer for examination, which shall become the property of the Developer upon Closing. The City makes no representations or warranties concerning the marketability of title to the Development Property. Developer may obtain a standard owner's title insurance (or guaranty) policy related to the sale of the Development Property at its own cost and expense. In the event Developer determines in good faith that the Development Property's title is not marketable or contains any restrictions or limitations that preclude or materially limit the Developer's ability to complete the Minimum Improvements thereon, after giving the City written notice of the alleged defect(s) or limitations and a reasonable opportunity to remedy said defect(s) or limitations, Developer may, prior to the Closing Date, terminate this Agreement in writing, 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 4.11. Survey And Platting. The City will complete survey and platting of the Development Property prior to conveyance.

Section 4.12. Environmental Matters. At Closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Developer takes 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 the Development Property that arise after the date of Closing.

Section 4.13. Easement. Conditioned on Developer's compliance with the terms of this Agreement, the City agrees to grant Developer, pursuant to the terms of a mutually agreeable conveyance instrument, a permanent access easement for the benefit of the Lot 1 of Block 3 Parcel and a temporary parking easement, both on the west 56 ft of Lot 2 of Block 3 of River's Edge Subdivision Replat Two.

Section 4.14. Option. Conditioned on Developer's compliance with the terms of this Agreement, the City agrees to grant Developer an option to purchase Lot 1 of Block 5 of River's Edge Subdivision Replat Two, pursuant to the terms of the option document attached hereto as Exhibit K.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

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

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

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

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

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the reasonable request of the City shall furnish proof of coverage and/or 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 permitted by the holder of the First Mortgage or \$25,000, whichever is greater. 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 as determined by Developer and acceptable to its insurer and the holder of any First Mortgage.

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, Developer will attempt to provide that 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 \$250,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Subject to the rights of the holder of any First Mortgage, 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 and Minimum Improvements. Developer shall maintain, preserve, and keep the Development Property and 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 shall 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 shall provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer shall 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 a portion of the Minimum Improvements are expected to create usable commercial 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 creation and retention of jobs in the community. Developer agrees to use its best efforts to lease a portion of the Minimum Improvements to commercial tenants that create and retain employment in the community. If, however, the commercial space is not leased to commercial tenants within twelve (12) months after Developer receives a certificate of occupancy for the Minimum Improvements on a particular Parcel, the Developer may convert the commercial space on that Parcel to residential space. Notwithstanding the preceding sentence, Developer shall not convert the residential support office or commercial space in the Minimum Improvements on the Block 6 Parcel to residential living spaces.

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 and the assessed value; (iii) certification that such officer has 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 such officer

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, 2018 and ending, as to each Parcel, twenty (20) years after the full assessment of the Minimum Improvements on such Parcel. Developer shall provide supporting information for its Annual Certifications upon request of the City. 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 commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE 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 other than the holder of a First Mortgage 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.

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 eighteen (18) consecutive annual payments of Economic Development Grants to Developer for each Parcel, up to an aggregate total amount for all Parcels not to exceed eleven million one hundred seventy five thousand dollars (\$11,175,000) as further explained in Section 8.3, under the formula and schedule set forth below.

Lot 1 of Block 2 Parcel:

Assuming completion of the Minimum Improvements on the Lot 1 of Block 2 Parcel by December 31, 2018, full assessment on January 1, 2019, and debt certification to the Auditor by the City prior to December 1, 2019, the Economic Development Grants for the Lot 1 of Block 2 Parcel shall commence on June 1, 2021, and end on June 1, 2025, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2021 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 20-21
- June 1, 2022 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 21-22
- June 1, 2023 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 22-23
- June 1, 2024 75% of Tax Increments from the Lot 1 of Block 2 Parcel for Fiscal Year 23-24
- June 1, 2025 75% of Tax Increments from the Lot 1 of Block 2 Parcel for

Fiscal Year 24-25
June 1, 2026 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 25-26
June 1, 2027 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 26-27
June 1, 2028 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 27-28
June 1, 2029 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 28-29
June 1, 2030 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 29-30
June 1, 2031 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 30-31
June 1, 2032 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 31-32
June 1, 2033 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 32-33
June 1, 2034 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 33-34
June 1, 2035 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 34-35
June 1, 2036 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 35-36
June 1, 2037 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 36-37
June 1, 2038 75% of Tax Increments from the Lot 1 of Block 2 Parcel for
Fiscal Year 37-38

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements on the Lot 1 of Block 2 Parcel being January 1, 2019. If the completion of the Minimum Improvements on that Parcel is delayed so that the Minimum Improvements on the Parcel is not fully assessed as of January 1, 2019, 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 for the Lot 1 of Block 2 Parcel, if eligible, is June 1, 2022.

Block 6 Parcel

Assuming completion of the Minimum Improvements on the Block 6 Parcel by December 31, 2019, full assessment on January 1, 2020, and debt certification to the Auditor by the City prior to December 1, 2020, the Economic Development Grants for the Block 6 Parcel shall commence on June 1, 2022, and end on June 1, 2039, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2022 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 21-22
- June 1, 2023 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 22-23
- June 1, 2024 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 23-24
- June 1, 2025 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 24-25
- June 1, 2026 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 25-26
- June 1, 2027 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 26-27
- June 1, 2028 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 27-28
- June 1, 2029 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 28-29
- June 1, 2030 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 29-30
- June 1, 2031 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 30-31
- June 1, 2032 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 31-32
- June 1, 2033 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 32-33
- June 1, 2034 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 33-34
- June 1, 2035 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 34-35
- June 1, 2036 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 35-36

- June 1, 2037 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 36-37
- June 1, 2038 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 37-38
- June 1, 2039 75% of Tax Increments from the Block 6 Parcel for Fiscal Year 38-39

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements on the Block 6 Parcel being January 1, 2020. If the completion of the Minimum Improvements on that Parcel is delayed so that the Minimum Improvements on the Parcel is not fully assessed as of January 1, 2020, 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 for the Block 6 Parcel, if eligible, is June 1, 2023.

Lot 1 of Block 3 Parcel

Assuming completion of the Minimum Improvements on the Lot 1 of Block 3 Parcel by December 31, 2021, full assessment on January 1, 2022, and debt certification to the Auditor by the City prior to December 1, 2022, the Economic Development Grants for the Lot 1 of Block 3 Parcel shall commence on June 1, 2024, and end on June 1, 2041, pursuant to Section 403.19 of the Urban Renewal Act under the following formula:

- June 1, 2024 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 23-24
- June 1, 2025 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 24-25
- June 1, 2026 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 25-26
- June 1, 2027 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 26-27
- June 1, 2028 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 27-28
- June 1, 2029 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 28-29
- June 1, 2030 75% of Tax Increments from the Lot 1 of Block 3 Parcel

- for Fiscal Year 29-30
- June 1, 2031 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 30-31
- June 1, 2032 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 31-32
- June 1, 2033 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 32-33
- June 1, 2034 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 33-34
- June 1, 2035 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 34-35
- June 1, 2036 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 35-36
- June 1, 2037 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 36-37
- June 1, 2038 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 37-38
- June 1, 2039 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 38-39
- June 1, 2040 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 39-40
- June 1, 2041 75% of Tax Increments from the Lot 1 of Block 3 Parcel for Fiscal Year 40-41

The above schedule of the payments for Economic Development Grants is based on the first full assessment of the Minimum Improvements on the Lot 1 of Block 3 Parcel being January 1, 2022. If the completion of the Minimum Improvements on the Lot 1 of Block 3 Parcel is delayed so that the Minimum Improvements on the Parcel is not fully assessed as of January 1, 2022, then the first Economic Development Grant will not begin as scheduled, but will be delayed by up to two (2) years. However, in no event shall the schedule of Economic Development Grants for the Lot 1 of Block 3 Parcel be delayed more than two years, meaning that the latest potential date for Developer's first Economic Development Grant for that Parcel, if eligible, is June 1, 2026.

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on each Parcel (increased land and building value) under the terms of the Ordinance and deposited into the River's Edge Apartments, 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 twelve-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 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;
- (d) compliance with the terms of the Minimum Assessment Agreement and assessment of the Minimum Improvements and Development Property as set out in the Minimum Assessment Agreement; and
- (e) timely filing by Developer of the Annual Certifications required under Section 6.7 hereof and the Council's approval thereof.

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, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants.

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 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 on a Parcel and if Developer is in full compliance with this Agreement, if Developer's Annual Certification is timely filed and contains the information required under Section 6.7 and the Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1 according to the established schedule. (Example: assuming completion of the Minimum Improvements on the Lot 1 of Block 2 Parcel by December 31, 2018 and first full assessment on January 1, 2019, if Developer certifies in October 2019 and the City certifies to the County by December 1, 2019, the first Economic Development Grant would be paid to Developer on June 1, 2021 (for 75% of the Tax Increment on the Lot 1 of Block 2 Parcel for fiscal year 2020-2021)). Compliance with the terms and conditions of this Agreement is a condition precedent to an Economic Development Grant. As an example, if an Event of Default exists as to a Parcel, Developer is not eligible for an Economic Development Grant for that Parcel.

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 for all Parcels, but in no event shall exceed the sum total for all Parcels of eleven million one hundred seventy five thousand dollars (\$11,175,000). 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. Recognizing that initial negotiations did not include the concept of a maximum grant amount, in the event the assessed value on any Parcel exceeds the Assessor's Minimum Actual Value set forth in the Minimum Assessment Agreement by five percent (5%), then the City shall carefully consider in good faith whether the above stated, aggregate maximum grant amount should be increased pursuant to written amendment to this Agreement, so as to allow payment of Grants consistent with the schedules/formula set forth above.

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 Apartments, 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 Apartments, 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 prohibited 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 legal constraints preventing the payment of Grants continue for a period during which two (2) 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, by written notice to the Developer. If Tax Increment is otherwise legally available to fund the Grants, and the City fails, in two separate years, to appropriate funds for the payment of annual Economic Development Grants under the terms of Section 8.1, the Developer may terminate this Agreement and the Minimum Assessment Agreement, without penalty or other liability, by written notice to the City.

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 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 for each Parcel:

Execution Version

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 constituting a Parcel determined by any tax official to be applicable to the Parcel or Minimum Improvements thereon, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

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 Parcel.

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 that the minimum actual value for each Parcel and the Minimum Improvements constructed on each Parcel for the time period set forth in the Assessment Agreement will be as follows:

Lot 1 of Block 2	\$3,272,592
Block 6	\$16,900,544
Lot 1 of Block 3	\$3,326,971

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 a Parcel 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 it terminates in accordance with its terms. The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) 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 Relocation. Developer agrees and covenants that it will not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any commercial enterprise that is Relocating to the City from another part of Pottawattamie County or 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 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 discretion, such action will be deemed a Default under this Agreement, and if the Default is not timely cured, then the exclusive remedy to the City is as follows:

- (a) Each unpaid Economic Development Grant for the applicable Parcel 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 on that Parcel.

8.9 Local Match. The Economic Development Grants provided for in this Article VIII are intended to serve as the local match for Developer's application for benefits under the State of Iowa's Workforce Housing Tax Incentives Program ("Program"). The City agrees to cooperate in the application process in good faith support of the Project. However, the City makes no representation or guarantee that: (1) the Economic Development Grants will be paid to the Developer – said payment being subject to all of the terms and conditions of this Agreement; (2) the Grants will be deemed a sufficient local match by the State of Iowa to qualify for benefits under the Program; or (3) Developer will be awarded benefits under the Program.

Developer agrees that if the aggregate amount of proceeds from the sale of tax credits received by Developer under the Program exceed \$1,000,000, then either: (a) 50% of the proceeds in excess of \$1,000,000 shall be paid to the City by Developer within thirty (30) days of Developer's receipt of said proceeds; or (b) successive Economic Development Grant(s) under this Agreement shall be reduced until an amount equivalent to 50% of the proceeds in excess of \$1,000,000 has been set off.

ARTICLE IX. RESERVED

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 resulting from any defect in the Minimum Improvements or the Development Property.

b. Except for any willful misrepresentation, 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 or willful or wanton misconduct 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 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 which event is not cured within thirty (30) days after 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) or if such event cannot reasonably be cured within thirty (30) days, Developer fails to commence such cure within such thirty (30) day period and diligently pursue such cure to completion:

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

b. Transfer of Developer’s interest in the Development Property 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;

e. 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

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

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions:

a. The City may suspend its performance under this Agreement;

b. The City may terminate this Agreement; or

c. 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.

The City agrees to provide to Developer and its lender upon request an estoppel certificate certifying that no Event of Default (or event which, with the giving of notice and passage of time, could constitute an Event of Default) exists or if it does exist, the details of such Event of Default or event.

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 Apartments, L.L.C., at 809 North 96 Street, Omaha, NE 68114, Attn: Howard Kooper, 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, including but not limited to the Memorandum of Understanding between the parties dated December 17, 2015. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

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

Section 12.8. Termination Date. This Agreement shall terminate and be of no further force or effect as to each Parcel twenty one (21) years after the full assessment of the Minimum Improvements on such Parcel, 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:

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001(Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

Execution Version

EXHIBIT B

MINIMUM IMPROVEMENTS

Minimum Improvements shall mean:

With respect to Lot 1 of Block 2 of River's Edge Subdivision Replat Two: the construction of 18 townhome units, 18 units of multi-family housing, and 3,150 square feet of commercial space together with parking and all associated improvements and amenities, with total construction costs of at least \$3,272,592 (exclusive of land acquisition costs).

With respect to Block 6 of River's Edge Subdivision: the construction of 155 multi-family units and first floor leasing office, lounge area, business center, and fitness center together with parking and all associated improvements and amenities, with total construction costs of at least \$16,900,544 (exclusive of land acquisition costs).

With respect to Lot 1 of Block 3 of River's Edge Subdivision Replat Two; the construction of 18 townhome units, 18 units of multi-family housing, and 3,150 square feet of commercial space together with parking and all associated improvements and amenities, with total construction costs of at least \$3,326,971 (exclusive of land acquisition costs).

The Minimum Improvements shall be in substantial conformance with the diagrams set forth in Exhibit B-1 and the Construction Plans.

The construction of the Minimum Improvements on each Parcel will be completed as follows:

Within twenty (20) months after the commencement of construction on the following Parcels, with construction to begin as follows for each Parcel:

Lot 1 of Block 2	April 1, 2017
Lot 1 of Block 3	April 1, 2020

Conditioned on Developer utilizing all commercially reasonable efforts to obtain occupants for the improvements on the Block 6 Parcel and the Lot 1 of Block 2 Parcel, commencement of construction on the Lot 1 of Block 3 Parcel may be delayed until

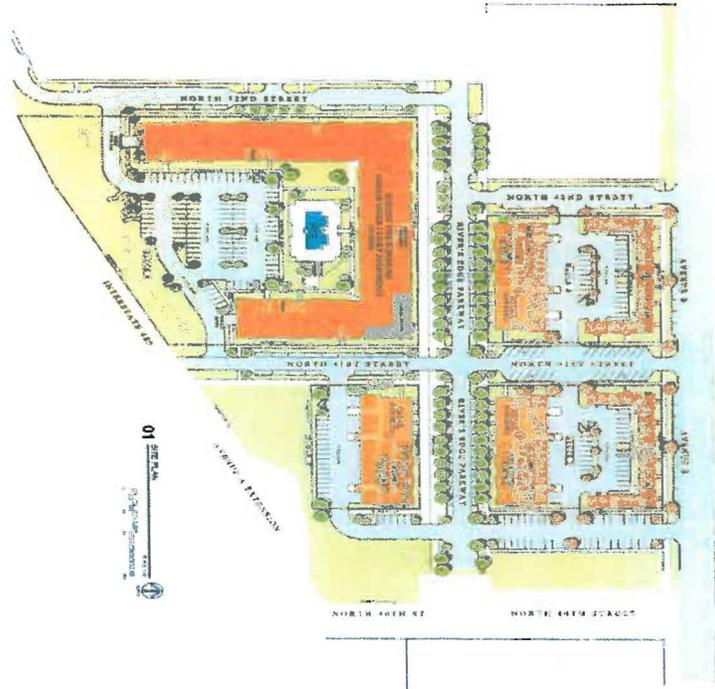
the earlier of (1) when rental occupancy in the improvements on the Block 6 Parcel and Lot 1 of Block 2 Parcel reaches 90%; or (2) April 1, 2022.

Within thirty (30) months after the commencement of construction on the following Parcel, with construction to begin as follows for said Parcel:

Block 6 April 1, 2017

The increased value after construction of all of the Minimum Improvements for the purpose of this Agreement is required to be at least \$23,500,107 pursuant to the Minimum Assessment Agreement entered into by and among the City, Developer and the Pottawattamie County Assessor.

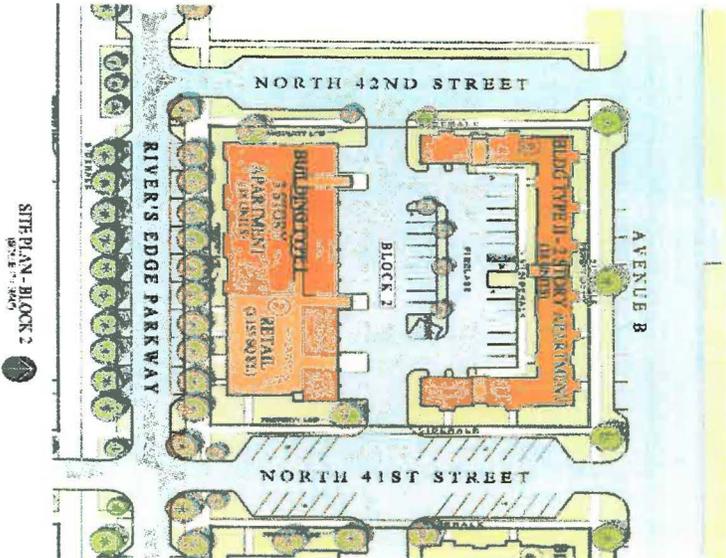
**Exhibit B-1
Project Diagrams**



Execution Version



RIVER'S EDGE
Council Bluffs, Iowa

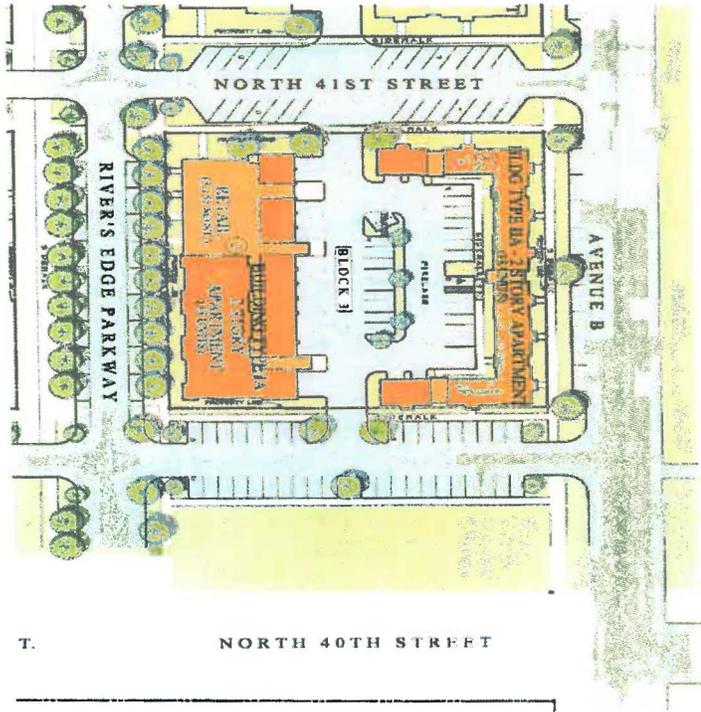


SITE PLAN - BLOCK 2
REV. 2-1-2019



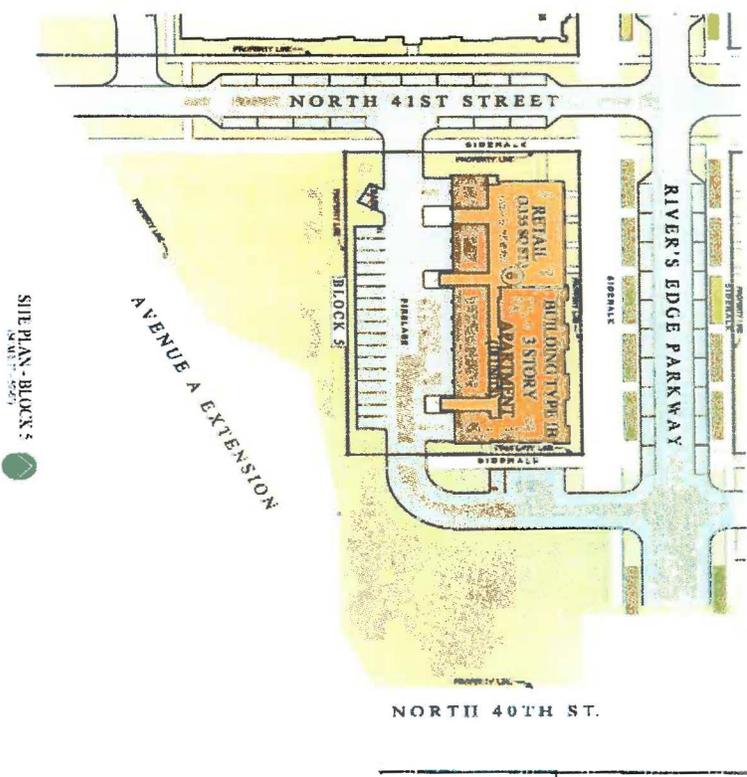
RIVER'S EDGE
Council Bluffs, Iowa

SITE PLAN - BLOCK 3
SCALE: 1/8" = 1'-0"



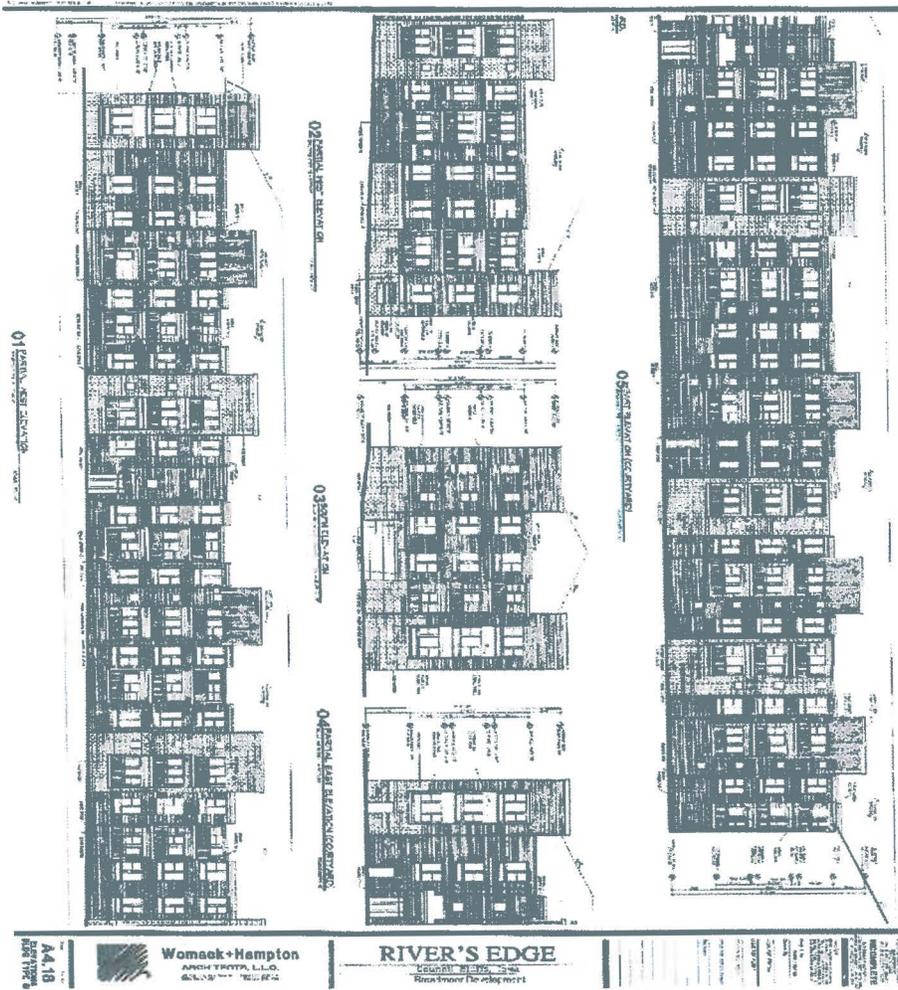


RIVER'S EDGE
Council Budget, 1998



SITE PLAN - BLOCK 5
SCALE: 1" = 50'

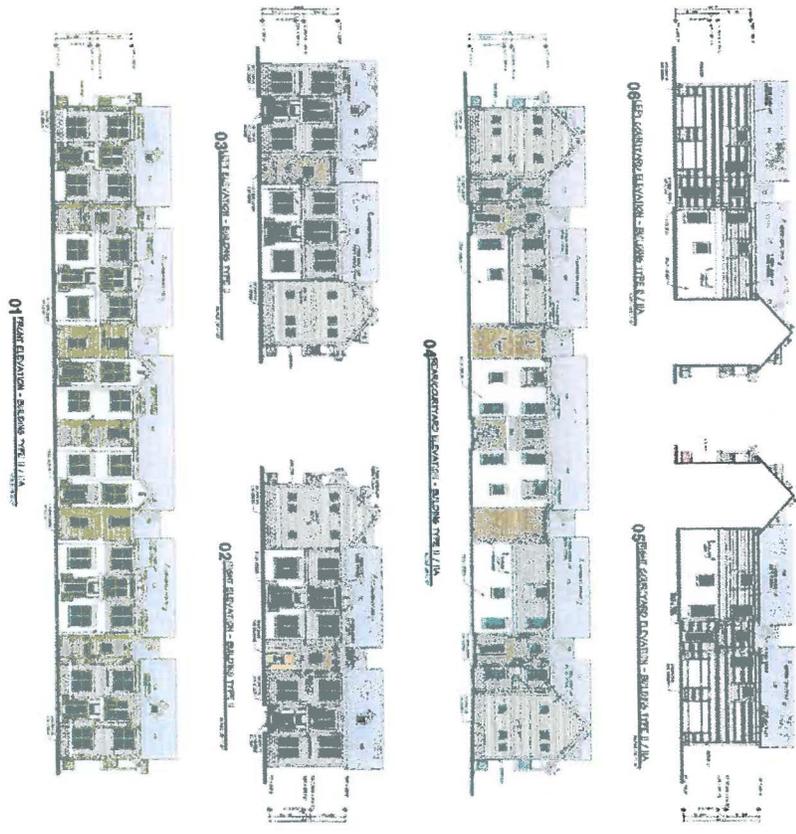
Execution Version



Execution Version



Excution Version




Womack+Hampton
 ARCHITECTS, L.L.C.

RIVER'S EDGE
 CONSULTING ARCHITECTS
 Broadmoor Development

PROJECT NO. 1000000000
 SHEET NO. B-12
 DATE: 10/15/10
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 PROJECT MANAGER: J. H. HARRIS

Execution Version

EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of Council Bluffs, Iowa (the "City") and River's Edge Apartments, L.L.C. (the "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, to develop and maintain certain real property located within the City and as more particularly described as follows:

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001 (Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 002 (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 as to Parcel _____.

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 Parcel _____ have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to Parcel _____. The County

Execution Version

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 Parcel _____.

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: _____
Matt Walsh, Mayor

ATTEST:

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 Apartments, 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 (each a "Parcel"):

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001 (Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2016 and terminates as to each Parcel twenty one (21) years after the full assessment of the Minimum Improvements on such Parcel, 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.

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 on

(a) the Block 6 Parcel was first fully assessed on _____, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(b) the Lot 1 of Block 2 Parcel was first fully assessed on _____, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(c) the Lot 1 of Block 3 Parcel was first fully assessed on _____, 20____, at a full assessment value of \$_____, and is currently assessed at \$_____;

(iii) the undersigned officer of Developer has 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 such officer is aware of any such Event of Default, said officer has 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 APARTMENTS, L.L.C.

By: _____

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

Notary Public in and for the State of _____

Attachments: (a) proof of payment of taxes

EXHIBIT F
RESERVED

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 (the “Urban Renewal Act”), and Chapter 15A, and River’s Edge Apartments, L.L.C., an Iowa limited liability company having an office for the transaction of business at 809 North 96 Street, Omaha, NE 68114 (“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 (each a “Parcel” and collectively the “Development Property”):

Block 6 of River’s Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River’s Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001 (Pottawattamie County)

AND

Lot 1, Block 3 of River’s Edge Subdivision further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

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

Excution Vcrsion

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 completion of construction of the above-referenced Minimum Improvements, but no later than January 1, 2019 for the Lot 1 of Block 2 Parcel; no later than January 1, 2020 for the Block 6 Parcel; and no later than January 1, 2024 for the Lot 1 of Block 3 Parcel, the minimum actual value which shall be fixed for assessment purposes for each Parcel and the Minimum Improvements constructed thereon shall be not less than:

- Sixteen Million Nine Hundred Thousand Five Hundred Forty-Four Dollars (\$16,900,544) for Block 6;
- Three Million Two Hundred Seventy Two Thousand Five Hundred Ninety Two Dollars (\$3,272,592) for Lot 1 of Block 2;
- Three Million Three Hundred Twenty Six Thousand Nine Hundred Seventy-One Dollars (\$3,326,971) for Lot 1 of Block 3; and
-

(as to each Parcel, the "Minimum Actual Value"), for a total assessed value for the Development Property of Twenty Three Million Five Hundred Thousand Once Hundred Seven Dollars \$23,500,107).

The Minimum Actual Value shall continue to be effective for twenty (20) years for each Parcel ("Assessment Termination Date"). The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring. Notwithstanding the foregoing, Developer may terminate this Minimum Assessment Agreement for a Parcel prior to the Assessment Termination Date for that Parcel if, and only if: (a) the Parcel is condemned by a local, state or federal government through an eminent domain process; or (b) the Development Agreement and Minimum Assessment Agreement are terminated by the Developer under Paragraph 8.4(c) of the Development Agreement. In addition, should the Development Agreement be terminated in its entirety by the City due to an uncured Event of Default by Developer such that no further Economic Development Grants will be paid to the Developer, then this Minimum Assessment Agreement shall terminate as of December 31 of the year in which the Development Agreement is finally and conclusively terminated.

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, prior to the Assessment Termination Date for each Parcel, 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 constituting a Parcel or the Minimum Improvements determined by any tax official to be applicable to the Parcel, 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 Assessment 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.

4. 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 purchaser or 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 purchaser or encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

5. 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.

6. This Minimum Assessment Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

7. 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.

8. 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.

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

10. 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.]

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 on each Parcel, but no later than January 1, 2019 for the Lot 1 of Block 2 Parcel, and no later than January 1, 2020 for the Block 6 Parcel, and no later than January 1, 2024 for the Lot 1 of Block 3 Parcel, the actual value assigned to the Parcel and the Minimum Improvements thereon shall not be less than Sixteen Million Nine Hundred Thousand Five Hundred Forty-Four Dollars (\$16,900,544) for Block 6; Three Million Two Hundred Seventy Two Thousand Five Hundred Ninety Two Dollars (\$3,272,592) for Lot 1 of Block 2; and Three Million Three Hundred Twenty Six Thousand Nine Hundred Seventy-One Dollars (\$3,326,971) for Lot 1 of Block 3; for a total assessed value for the Development Property of Twenty Three Million Five Hundred Thousand One Hundred Seven Dollars (\$23,500,107), all until the Assessment Termination Date for each Parcel.

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

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

Preparer Information:

Nathan J. Overberg
100 Court Avenue, Suite 650
Des Moines, IA 50309-2231
Phone: (515) 243-7611

Taxpayer Information:

River's Edge Apartments, L.L.C.
809 North 96 Street
Omaha, NE 68114

Return Document to:

River's Edge Apartments, L.L.C.
809 North 96 Street
Omaha, NE 68114

Grantors: City of Council Bluffs, Iowa

Grantees: River's Edge Apartments, 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 Million Nineteen Thousand Four Hundred Ninety Four Dollars (\$1,019,494) 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 APARTMENTS, L.L.C., an Iowa limited liability company ("Grantee"), the following described real estate in Pottawattamie County, Iowa:

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001 (Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

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 may be amended from time to time (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Development Agreement.

Specifically, this Deed is subject to the right of Grantor to reacquire title to any Parcel as set forth in Section 4.5 of the Agreement, in which event the Grantor shall have the right to reacquire the Parcel 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.2.1 9 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.

Execution Version

By _____ By: _____
Mayor City Clerk

STATE OF IOWA, COUNTY OF POTTAWATTAMIE:

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 I
FORM OF LEGAL OPINION (On firm letterhead)

City of Council Bluffs
Council Bluffs, Iowa

Re: Development Agreement between the City of Council Bluffs, Iowa ("City") and River's Edge Apartments, L.L.C. ("Developer")

As counsel for River's Edge Apartments, L.L.C. (the "Entity" in this letter) in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Entity and the City of Council Bluffs, Iowa (the "City") dated as of _____ 2016 and referenced above, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- a. The governing documents of the Entity;
- b. Resolution of the Entity at which action was taken with respect to the transactions covered by this opinion;
- c. The Development Agreement (the term "Development Agreement" includes all Exhibits to the "Development Agreement");

and such other documents and records as we have deemed relevant and necessary as a basis for the opinion set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Entity is duly organized and validly exists as a limited liability company under the laws of the State of Iowa. The Entity has full power and authority to execute, deliver and perform in full the Development Agreement including all exhibits; and the Development Agreement has been duly and validly authorized, executed and delivered by the Entity, and, assuming due authorization, execution and delivery by the other parties thereto, is in full force and effect and is valid and legally binding instrument of the Entity 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.

2. The consummation of the transaction contemplated by the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the operating agreement or any other governing documents of the Entity, or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Entity is a party or by which it or its property is bound or subject.

Very truly yours,

Execution Version

**EXHIBIT J
RESERVED**

**EXHIBIT K
OPTION
Recorder's Cover Sheet**

Preparer Information:

Nathan J. Overberg
100 Court Avenue, Suite 650
Des Moines, IA 50309-2231
Phone: (515) 243-7611

Taxpayer Information:

River's Edge Apartments, L.L.C.
809 North 96 Street
Omaha, NE 68114

Return Document to:

River's Edge Apartments, L.L.C.
809 North 96 Street
Omaha, NE 68114

Grantors: City of Council Bluffs, Iowa

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

Legal Description: Lot 1, Block 5 River's Edge Subdivision Replat Two

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

Excution Version

OPTION

For and in consideration of Developer's obligations set forth in the Development Agreement executed by the Grantor and Grantee herein, dated _____, 2016 (hereinafter the "Agreement"), the CITY OF COUNCIL BLUFFS, IOWA, a municipality in the State of Iowa ("Grantor"), does hereby convey to RIVER'S EDGE APARTMENTS, L.L.C., an Iowa limited liability company ("Grantee"), an option to purchase the following described real estate in Pottawattamie County, Iowa:

Lot 1, Block 5 River's Edge Subdivision Replat Two.

("Option Property")

This Option is subject to all the terms, provisions, covenants, conditions and restrictions contained in 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 Option have the same meaning as assigned to them in the Agreement.

The Option shall forever and unequivocally terminate upon the earlier of: (1) December 31, 2019, or (2) an Event of Default under the Agreement. To exercise this Option, Grantee must enter into a detailed development agreement with the Grantor whereby Grantee agrees, among other things:

- (1) To pay Grantor a purchase price for the Option Property that is equal to or the greater than the greatest of: 1) \$3.50 per square foot; 2) the appraised value of the land; or 3) the price of any valid current bona fide third-party offer provided; and
- (2) To close on the acquisition of the Option Property within ninety (90) days after exercising this Option; and
- (3) To develop the Option Property consistent with the City's Master Plan for the River's Edge development area.

Grantee affirmatively states, and this Option is expressly conditioned upon the accuracy of such statement, that Broadmoor Development Company, a Nebraska corporation ("Broadmoor"), has affirmatively disclaimed any rights to the Option Property putatively acquired from any prior Memorandum of Understanding.

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

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:

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

01292757-1\10342-129

Excution Version

K - 3

RESOLUTION NO. 16-282

(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: November 14, 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 fixing date for a public hearing on the proposal to enter into a Development Agreement with River's Edge Apartments, 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

November 14, 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: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH RIVER'S EDGE APARTMENTS, L.L.C., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH RIVER'S EDGE APARTMENTS, L.L.C.,
AND PROVIDING FOR PUBLICATION OF NOTICE
THEREOF

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 Apartments, 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, comprised of three (3) separate Parcels located within the Playland Park Urban Renewal Area, as defined and legally described in the Agreement. The Minimum Improvements consist of the construction of townhomes, multi-family housing, and commercial space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City will transfer the three Parcels to the Developer for the aggregate Purchase Price of \$1,019,494, subject to the terms and conditions set forth in the Agreement. The Agreement also proposes that the City will make up to eighteen (18) consecutive annual payments of Economic Development Grants to Developer with respect to each Parcel, consisting of 75% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements on each Parcel, the cumulative total for all such payments not to exceed the lesser of \$11,175,000 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 aggregate, minimum actual value of the Minimum Improvements on all Parcels for tax purposes at not less than \$23,500,107; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, the Development Agreement includes an option for the Developer to acquire a fourth Parcel from the City, subject to the terms and conditions set forth in the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make 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 Chapter, 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 the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development and blight remediation activities can occur under the Agreement, and pursuant to Section 364.6 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 7:00 P.M. on December 19, 2016, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with River's Edge Apartments, L.L.C.

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

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

(One publication required)

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF COUNCIL BLUFFS IN THE STATE OF IOWA,
ON THE MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH RIVER'S EDGE
APARTMENTS, L.L.C., AND THE HEARING THEREON**

PUBLIC NOTICE is hereby given that the Council of the City of Council Bluffs in the State of Iowa, will hold a public hearing on December 19, 2016, at 7:00 P.M. in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with River's Edge Apartments, L.L.C. (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property, comprised of three separate Parcels located within the Playland Park Urban Renewal Area, as defined and legally described in the Agreement, and consisting of the construction of townhomes, multi-family housing, and commercial space, together with all related site improvements, as outlined in the proposed Development Agreement.

The Agreement would further obligate the City to transfer the three Parcels to the Developer for the aggregate Purchase Price of \$1,019,494, subject to the terms and conditions set forth in the Agreement. The Agreement also proposes that the City will make up to eighteen (18) consecutive annual payments of Economic Development Grants to Developer with respect to each Parcel, consisting of 75% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements on each Parcel, the cumulative total for all such payments not to exceed the lesser of \$11,175,000 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 also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the aggregate, minimum actual value of the Minimum Improvements on all Parcels for tax purposes at not less than \$23,500,107.

One of the obligations of Developer relates to employment retention and/or creation.

The Agreement also includes an option for the Developer to acquire a fourth Parcel from the City, subject to the terms and conditions in the Agreement.

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

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

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

Dated this _____ day of _____, 2016.

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

(End of Notice)

PASSED AND APPROVED this 14th day of November, 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)

RESOLUTION NO. 16-289

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

AGENDA ITEM(S)

Governmental Body: The City Council of the City of Council Bluffs, State of Iowa.
Date of Meeting: November 14, 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 said meeting is as follows:

Playland Park Urban Renewal Plan

- Resolution (1) approving the minimum development requirements, competitive criteria, and procedures for disposition of certain property located within the Urban Renewal Area; (2) determining that the proposal submitted by River's Edge Apartments, L.L.C. satisfies the offering requirements and declaring the intent of the City to enter into a Development Agreement by and between the City of Council Bluffs, Iowa and River's Edge Apartments, L.L.C., in the event that no competing proposals are submitted; and (3) soliciting competing proposals.

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 said governing body.

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

November 14, 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: _____

Council Member _____ introduced the following proposed Resolution entitled RESOLUTION (1) APPROVING THE MINIMUM DEVELOPMENT REQUIREMENTS, COMPETITIVE CRITERIA, AND PROCEDURES FOR DISPOSITION OF CERTAIN PROPERTY LOCATED WITHIN THE URBAN RENEWAL AREA; (2) DETERMINING THAT THE PROPOSAL SUBMITTED RIVER'S EDGE APARTMENTS, L.L.C. SATISFIES THE OFFERING REQUIREMENTS AND DECLARING THE INTENT OF THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND RIVER'S EDGE APARTMENTS, L.L.C., IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; AND (3) SOLICITING COMPETING PROPOSALS 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. _____

RESOLUTION (1) APPROVING THE MINIMUM DEVELOPMENT REQUIREMENTS, COMPETITIVE CRITERIA, AND PROCEDURES FOR DISPOSITION OF CERTAIN PROPERTY LOCATED WITHIN THE URBAN RENEWAL AREA; (2) DETERMINING THAT THE PROPOSAL SUBMITTED BY RIVER'S EDGE APARTMENTS, L.L.C. SATISFIES THE OFFERING REQUIREMENTS AND DECLARING THE INTENT OF THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS, IOWA AND RIVER'S EDGE APARTMENTS, L.L.C., IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; AND (3) SOLICITING COMPETING PROPOSALS.

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

WHEREAS, River's Edge Apartments, L.L.C. (the "Developer"), wishes to purchase property located within the Urban Renewal Area (the "Development Property") from the City; 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, the City intends to transfer the Development Property to the Developer, and provide an option for the Developer to acquire an additional Parcel ("Option Parcel"), the terms of such proposal being in the form of a Development Agreement (the "Proposal"); and

WHEREAS, in order to comply with Iowa Code Section 403.8, the City is establishing reasonably competitive bidding procedures for the disposition of the Development Property. All developers interested in submitting a proposal to compete for the transfer and redevelopment of the Development Property must submit a proposal meeting the requirements set forth herein; and

WHEREAS, to both recognize the firm Proposal from the Developer for the transfer and redevelopment of the Development Property already received by the City, and to give full and fair opportunity for other developers interested in submitting a proposal for the transfer and redevelopment of the Development Property, this Council should by this Resolution:

1. Set the fair market value of the Development Property for uses in accordance with the Plan.
2. Approve the minimum requirements for the transfer of and redevelopment of the Development Property.
3. Approve the Developer's general terms as to form of the Proposal subject to modifications and revisions as determined appropriate by the Council.
4. Set a date for receipt of competing proposals and the opening thereof; and provide for review of such proposals with recommendations to this Council in accordance with established procedures.
5. Declare that the Proposal submitted by the Developer satisfies the requirements of the offering, and that in the event no other qualified proposal is timely submitted that the City intends to accept Developer's Proposal and enter into the Development Agreement.
6. Approve and direct publication of a notice to advise any would-be competitors of the opportunity to compete for the transfer of the Development Property on the terms and conditions set forth herein.
7. Declare that in the event another qualified proposal is timely submitted, another and future notice will be published of the intent of the City to enter into the resulting contract, as required by law.

WHEREAS, this Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to offer the Development Property for transfer and redevelopment as set out herein.

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

1. The Development Property offered for transfer and redevelopment in accordance with the terms and conditions contained in this Resolution and the Plan is described as follows:

Block 6 of River's Edge Subdivision further described as:

Parcel Number 7544 28 356 006 (Pottawattamie County)

AND

Lot 1, Block 2 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 001(Pottawattamie County)

AND

Lot 1, Block 3 of River's Edge Subdivision Replat Two further described as:

Parcel Number 7544 28 358 002 (Pottawattamie County)

2. The property subject to an option in the Development Agreement ("Option Parcel") is Lot 1, Block 5 of River's Edge Subdivision Replat Two.
3. It is hereby determined that in order to qualify for consideration for selection, each developer must submit a proposal which contains terms no less favorable to the City than those set forth in the Proposal submitted by Developer and which must include and provide for the developer's purchase of the Development Property at not less than the fair value for use in accordance with the Plan, as amended.
4. It is hereby determined, based on investigation by the City, that the transfer price of the Development Property as provided in the Proposal is equal to or greater than fair value in consideration of all the terms and conditions of the Development Agreement, and is hereby approved.
5. It is hereby determined that the Proposal submitted by the Developer satisfies the requirements of this offering and is approved as to form, subject to modifications as determined appropriate by the City Council, and in the event that no other qualified proposals are timely submitted, the City intends to enter into the Development Agreement and transfer the Development Property to the Developer on the terms proposed and provide Developer with the option for the Option Parcel.
6. It is hereby determined that the Developer possesses the qualifications, financial resources and legal ability necessary to purchase and redevelop the Development Property in the manner proposed by this offering and in accordance with the Plan, as amended.
7. This action of the Council shall be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the Proposal of the Developer to transfer and redevelop the Development Property and receive an option for the Option Parcel, which Proposal is on file for public inspection at the office of the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, IA 51503.
8. The City Clerk is authorized and directed to secure immediate publication of this Resolution in the "Daily Nonpareil", a newspaper having general circulation in the community, by publication of the text of this Resolution.

9. Written proposals for the purchase of the Development Property must be received by the City Clerk at or before 10:00 A.M. on December 16, 2016. Said proposals must be received in the City Clerk's Office, located at City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503. Each proposal will then be publicly opened by the Clerk or the Clerk's designee at the hour of 1:00 P.M. in the City Clerk's Office, City Hall, 209 Pearl Street, Council Bluffs, Iowa, on that same date. The City Clerk is hereby authorized and directed to make a preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council hereinabove and to advise the Council with respect thereto. Said proposals will then be presented to the City Council at 7:00 P.M. on December 19, 2016, at a public hearing to be held in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa. The Council shall judge the strength of the proposals meeting the foregoing minimum requirements by the criteria set forth above and shall make the final evaluation and selection of a proposal.
10. The method for transfer of the Development Property and the provision of an option on the Option Parcel as set forth herein is in substantial conformance with the provisions of Section 403.8(1) and (2), Code of Iowa, requiring "fair value" and "reasonable competitive bidding procedures."
11. In the event another qualified proposal is timely submitted, another and further notice shall be published of the intent of the City of Council Bluffs, Iowa to enter into the resulting contract, as required by law.

PASSED AND APPROVED this 14th day of November, 2016.

Mayor

ATTEST:

City Clerk

Council Communication

Department: Fire Department	Ordinance No. Resolution No. <u>16-285</u>	Council Action: 11-14-2016
Case/Project No.		
Applicant: Justin James, Fire Chief		

Subject/Title

This memo is a request for your concurrence and City Council action on the attached resolution raising the Emergency Medical Service ambulance treatment/transport rates.

Background/Discussion

The Fire Department provides ambulance transport services for the City of Council Bluffs. To help fund the transport service. The last rate increase was 2012. A comparison of rates is contained in the table below:

	Basic Care	Advanced Care	Advanced 2 Care	Treated/No Transport	Mileage
Omaha Fire Division	\$ 600.00	\$ 700.00	\$ 850.00	300.00	\$ 13.00
Altoona Fire Division	\$ 625.00	\$ 625.00	\$ 850.00	N/A	\$ 11.50
Des Moines Fire Dept.	\$ 600.00	\$ 850.00	\$ 950.00	N/A	\$ 13.00
Bellevue Fire Dept.	\$ 475.49	\$ 635.00	\$ 730.00	75.00	\$ 12.50
Clive Fire Dept	\$ 611.00	\$ 680.00	\$ 980.00	N/A	\$ 12.00
Newton Iowa Fire Dept	\$ 582.00	\$ 691.00	\$ 1001.00	N/A	\$ 12.00
Omaha Amb. Service	\$ 525.00	\$ 750.00	\$ 850.00	N/A	\$ 11.00
Average	\$ 574.00	\$ 704.00	\$ 887.00	N/A	\$ 12.14
Council Bluffs Fire Dept. (current)	\$ 525.00	\$ 600.00	\$ 700.00	175.00	\$ 11.00

After conducting a comparison of rates and at the recommendation of the ambulance fee billing company, I ask your concurrence in adjusting the rates as follows:

Basic Life Support transport rate:	\$ 600.00
Advanced Life Support	\$ 700.00
Advanced Life Support 2	\$ 825.00
Treated/No Transport	\$ 190.00
Milcage	\$ 13.00

Recommendation

It is recommended that the Council approve this resolution.

Justin James, Fire Chief

Matthew J. Walsh, Mayor

Council Bluffs Fire Department Inter- Office Memo

To: City Council
 From: Justin James, Fire Chief
 Date: 10/31/2016
 Subject: Ambulance Rates Additional Data

Using Payers allowable rates as one benchmark, and other municipalities that provide ambulance transports as comparables I suggest the following increases.

Wellmark allowable	\$582	\$691	\$1,001	\$12.00
Medicare allowable	\$334	\$396	\$574	\$7.24
IA Medicaid allowable	\$114	\$127	\$232	\$2.61

SUMMARY OF AMBULANCE RATES 2016

<u>Municipality</u>	<u>BLS</u>	<u>ALS 1</u>	<u>ALS 2</u>	<u>Mileage</u>	<u>ALS Treat No Trans</u>
Clive IA	611	680	980	12	
Newton IA	582	691	1001	12	
Altoona IA	625	625	850	11.5	
Des Moines	600	850	950	13	
Omaha Fire	600	700	850	13	300
Council Bluffs	550	625	750	11.5	175
Columbus	550	680	780	14	100
Beatrice	640	750	1100	13.75	
Bellevue	475	635	730	12.5	75
Grand Island	610	756	803	14	
Norfolk	600	750	850	14	
No. Platte	525	660	765	14	200
Papillion	500	600	700	12.5	
Average	583	695	853	13	170
Proposed	600	700	825	13	190
Total %	9%	12%	10%	13%	9%
ea yr %	4 yrs 2.3%	3.0%	2.5%	3.3%	2.3%

CY2017 projections were built using the latest data:

1. A billable account volume of 4707 and average mileage of 3.3
2. Service mix of 32% BLS and 66% ALS1 and 2% ALS2
3. The primary payer mix:
 - a. 49% Medicare
 - b. 25% Medicaid
 - c. 15% Commercial insurance
 - d. 11% Uninsured

RESOLUTION NO. 16-285

A RESOLUTION to amend the fees for ambulance service.

WHEREAS, it is the recommendation of the Fire Chief that the fees for ambulance services be amended as follows:

Basic Life Support Emergency	\$600.00
Advanced Life Support (ALS)	\$700.00
Advanced Life Support 2	\$825.00
Mileage (per loaded mile)	\$13.00
ALS – Treat/No Transport	\$190.00

WHEREAS, after study and consideration, this City Council deems the proposed amendments for ambulances service fees to be in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED

THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That fees for ambulance services shall be as set forth above and effective December 1, 2016; and

BE IT FURTHER RESOLVED

That the City Clerk is hereby authorized and directed to amend the schedule of fees to reflect these charges.

ADOPTED
AND
APPROVED November 14, 2016

Matthew J. Walsh Mayor

Attest:

Marcia L. Worden City Clerk

Council Communication

Department: Community Development	Ordinance No.: N/A	City Council: 11-14-16
Case/Project Nos.: WHTIP-16-004 & WHTIP-16-005	Resolution No.: 16-	
Subject/Title		
Applications for Workforce Housing Tax Incentive Program		
Applicant		
Bluffs Homes LLC		
Locations		
WHTIP-16-004: Lots 42 & 61, Fox Run Landing, Phase III and Lots 156 & 157, Eagle Trail Subdivision, Phase 4		
WHTIP-16-005: Lots 43 & 46, Fox Run Landing, Phase III and Lots 151 & 155, Eagle Trail Subdivision, Phase 4		
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. This limitation only applies to those costs that are directly attributable to the improvement of the property or the structures and is defined in the Iowa Administrative Code.</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>Bluffs Homes LLC has submitted two requests for WHTIP benefits on eight lots at the locations listed above. The homes will have a sales price of approximately \$209,000 to \$249,900. The split entry style home will have approximately 1,589 finished square feet, 3 bedrooms, 2 bathrooms and a 2 car garage. The developer plans on constructing this home on the Eagle Trail Subdivision lots. The ranch style home will have approximately 1,463 finished square feet with 3 bedrooms, 2 bathrooms and a three car garage. The developer plans on constructing this home on the Fox Run Landing lots.</p>		

Council Communication

The total project investment is \$721,916 for each application with an average cost per unit of \$180,479. The total financial workforce housing tax incentives available to each project is estimated to be \$87,192.08 (\$174,384.16 for both applications).

Based on review of the applicant's request, the projects 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 for each application.

The application fee of \$1,000 per dwelling unit will provide the \$8,000 needed 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 both of the Workforce Housing Tax Incentive Program applications submitted by Bluffs Homes LLC as listed below:

- 1) WHTIP-16-004: Lots 42 & 61, Fox Run Landing, Phase III and Lots 156 & 157, Eagle Trail Subdivision, Phase 4
- 2) WHTIP-16-005: Lots 43 & 46, Fox Run Landing, Phase III and Lots 151 & 155. Eagle Trail Subdivision, Phase 4

Attachments

The Workforce Housing Tax Incentive Program applications for Bluffs Homes LLC are attached.

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



Workforce Housing Tax Incentive Program



**Bluffs Homes LLC
WHTIP 16-004
Lots 42 & 61, Fox Run Landing, Phase III and
Lots 156 & 157, Eagle Trail Subdivision, Phase 4
November 2016**



Application

95226 - Workforce Housing Tax Incentive Program

185579 - Fox Run Lot 42 & 61 and Eagle Trail Lots 156 & 157

Workforce Housing Tax Credits

Status: Editing

Submitted
Date:**Applicant Information****Project Officer**

AnA User id JENNIFERCOOK3@IOWAID
 First Name* Jennifer Cook
First Name Middle Name Last Name

Title:
 Email:* cookteamcb@gmail.com
 Address:* 535 W Broadway
 Ste 100

City* Council Bluffs Iowa 51503
City State/Province Postal Code/Zip
 Phone:* 712-325-0445
Phone Ext.

Program Area
 of Interest* Workforce Housing Tax Credits
 Fax: 712-325-1858

Organization Information

Organization
 Name:* Bluffs Homes LLC
 Organization
 Type:* For-Profit - Privately Held

DUNS:
 Organization
 Website:
 Address: 535 W Broadway
 Ste 100
 Council Bluffs Iowa 51503
City State/Province Postal Code/Zip
 Phone: 712-325-0445
 Fax: 712-325-1858
Ext.

Cover Sheet-General Information**Authorized Official**

Name* Jason James
 Title* Manager
 Organization* Bluffs Homes, LLC
If you are an individual, please provide your First and Last Name.
 Address* 535 W Broadway
 Suite 100
 City/State/Zip* Council Bluffs Iowa 51503
City State Zip
 Telephone Number* 712-325-0445
 E-Mail* jason@jasonjames.com

Fiscal Officer/Agent

Please enter the "Fiscal Officer" for your Organization.
 If you are an individual, please provide your First and Last Name.

10/27/2016

IowaGrants

Name* Jason James

Title

Organization

Address 535 W Broadway
Ste 100

City/State/Zip Council Bluffs Iowa 51503
City State Zip

Telephone Number 712-325-0445

E-Mail jason@jasonjames.com

County(ies) Participating, Involved, or Affected by this Proposal* Pottawattamie County

Congressional District(s) Involved or Affected by this Proposal* 3rd - Rep David Young (R)
Congressional Map

Iowa Senate District(s) Involved or Affected by this Proposal* 8
District Map

Iowa House District(s) Involved or Affected by this Proposal* 15
District Map

Applicant Information

Applicant Name: (legal entity applying for award)* Bluffs Homes, LLC

Mr. Jason James
Salutation Contact First Name Contact Last Name

Manager
Contact Title

535 W Broadway Ste 100
Address

Council Bluffs Iowa 51503
City State Zip Code

712-325-0445 jason@jasonjames.com
Phone E-mail

LLC
Entity Type

606320 20-3407101
Iowa Secretary of State business number Federal Taxpayer ID number

Contact Information

Elected Official Council Bluffs
City or County

Mr. Matthew Walsh
Salutation First Name Last Name Suffix

Mayor
Title

209 Pearl St
Address

Address 2

Council Bluffs Iowa 51503
City State Zip +4

712-328-4601 mwals@councilbluffs-ia.gov
Phone Fax E-mail

Local Sponsor/Contact

Mr. Donald Gross
Salutation First Name Last Name Suffix

Director, Community Development Department
Title

209 Pearl St
Address

Address 2

Council Bluffs Iowa 51503
City State Zip +4

712-328-4628 712-328-4915 dgross@councilbluffs-ia.gov
Phone Fax E-mail

Project Information

Project name or alias: Fox Run and Eagle Trail Housing

Project Address: Fox Run Sub Phase III and Eagle Trail Subdivision
Address

Council Bluffs Iowa Pottawattamie County 51503
City State County Zip Code

Is the project seeking Low Income Housing Tax Credits (LIHTC)? No

If yes, please indicate the amount of LIHTC eligible basis: \$0.00

Eligible projects under the Workforce Housing Tax Incentive Program; must fall into one of four categories.

Category of proposed project: New const., rehab, repair, or redevelopment of dwelling units in distressed workforce housing community (Greenfield Development)

Has the IEDA designated the community where the project will take place as a distressed workforce housing community? Yes

Please provide a brief description of the proposed housing development project: (500 character limit)
4 Single Family homes to be built. These homes will be virtually maintenance free. The amenities include cement siding, landscaped lots, fixture allowances, appliance allowances. This homes will be 3 bedrooms and 2 to 3 car garages. 2 of these homes will be built in the Fox Run Subdivision and 2 built in the Eagle Trail Subdivision.

Describe why assistance through the Workforce Housing Tax Credit program is needed for the
The workforce Housing Credit program help in the building process to keep the homes affordable for buyers. The buldler is able to build more homes that in return keeps the Subcontractors working along with increasing the tax Base.

10/27/2016

IowaGrants

project to proceed.
(500 character limit)

Describe why the current housing market is not meeting the community's housing needs?
(500 character limit)

In our current market, there are not enough homes on the market to meet the demands of current buyers especially in this price range.

When completed and available for occupancy, will the units meet the United States Department of Housing and Urban Development's housing quality standards and all applicable

safety standards? Yes

Does the project include local matching funds for the project in an amount equal to at least \$1,000 per dwelling

unit to be developed? Yes

Type of local match: Other Reimbursement

Does the project involve rehabilitation, repair, redevelopment or preservation of a historic property as defined in Iowa Code Section 404A.1(2)?

No

Proposed end date of project: 11/01/2019

The proposed project MUST be completed within three (3) years from date the project is registered by ISDA.

Units

Housing Activity	Housing Activity	Unit Type	Unit Ownership	# of Units in Project
Activity #1	New const., rehab, repair, or redevelopment of dwelling units in distressed workforce housing community (Greenfield Development)	Single Family Detached	Owner Occupied	4
Activity #2				
Activity #3				
Activity #4				
Totals				4

WHTC-Budget

Total Tax Credit Award Amount \$0.00

Project Expenditures (RESIDENTIAL ONLY)

Expense	Expense Amount
Building Acquisition	\$0.00
Land Acquisition	\$46,320.00
Site Development (including demolition)	\$30,400.00
Construction (materials only)	\$250,008.00
Construction (labor and operations)	\$379,188.00
Architect/Engineer Fees	\$2,000.00

IowaGrants	
Building Permits and Fees	\$6,000.00
Construction Loan Interest	\$8,000.00
Sub-Total	\$721,916.00
All Other Soft Costs	\$0.00
Total	\$721,916.00

Cash Sources (UP-FRONT FUNDS ONLY)

Source	Amount	Status
WHTC Equity (Tax Credit Equity Only)	\$0.00	
LIHTC Equity (Tax Credit Equity Only)	\$0.00	
Historic Tax Credit Equity (State Tax Credit Equity Only)	\$0.00	
Historic Tax Credit Equity (Federal Tax Credit Equity Only)	\$0.00	
Brownfield/Grayfield Credit (Tax Credit Equity Only)	\$0.00	
HOME (Loan)	\$0.00	
HOME (Grant or Forgivable Loan)	\$0.00	
FHLB Affordable Housing Program (Loan)	\$0.00	
FHLB Affordable Housing Program (Grant or Forgivable Loan)	\$0.00	
USDA-RD (Loan)	\$0.00	
USDA-RD (Grant or Forgivable Loan)	\$0.00	
Local Match (Loan)	\$0.00	
Local Match (Grant or Forgivable Loan)	\$0.00	
Local Match (Property Tax Abatement or Refund)	\$0.00	
Local Match (In-kind)	\$0.00	
Developer (Cash or Equity)	\$144,384.00	Committed
Private Lender (Loan)	\$577,532.00	Committed
All Other Public Sources (Loan)	\$0.00	
All Other Public Sources (Grant or Forgivable Loan)	\$0.00	
Total	\$721,916.00	

Estimated Amount of Assistance

Source	Option A	Option B
Workforce Housing Tax Credit*	\$72,191.60	\$60,000.00
Sales Tax Refund (on materials only)	\$15,000.48	\$15,000.48
Total Estimated Workforce Housing Incentives:	\$87,192.08	\$75,000.48

Requested Award

Cost per Unit

NOTE: per unit cost cannot exceed \$200,000 per unit or \$250,000 per unit if project involves historic property as defined in Iowa Code Section 404A.1(2).

Sub-Total Residential Costs (from above) \$721,916.00
 Number of Units: 4
 Cost per Unit: \$180,479.00

Is the applicant requesting a Sales Tax Refund for the project? Yes

If yes, is the applicant requesting a Sales Tax Refund for the project in an amount less than what is shown above (Estimated amount)? Yes

If Yes, enter revised amount requested: \$15,000.00

Is the applicant requesting Workforce Housing Tax Incentive Credits for the project? Yes

If yes, is the applicant requesting a Workforce Housing Tax Incentive for the project in an amount less than what is shown above (Estimated amount)? No

If Yes, enter revised amount requested: \$0.00

Acknowledgement

I understand amounts calculated are estimates based on initial application information provided to IEDA. Amounts of assistance estimated are maximum amounts and could be less depending on final project costs. Award amounts under the Workforce Housing Tax Incentive Program will not be increased should project costs increase.

I understand: Yes

I understand compliance fees imposed in Iowa code Section 16.330(12) shall apply to all Workforce Housing Tax Incentive Program agreements.

I understand: Yes

Required Attachments

Attachment	Description	File Name	Type	File Size
Resolution in support of the housing project by the community where the housing project will be located:				null
Documentation of local match to project:				null
Documentation of all secured funding sources for the project:				null
Project map:				null
Affidavit stating the Business has not, within the last 5-years, violated state or federal environmental and worker safety statutes, rules, and regulations: Download a sample affidavit here				null

Attachment 1

- City Council Resolution
(including documentation of local match)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS AUTHORIZING TWO JOINT APPLICATIONS TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY THE CITY OF COUNCIL AND BLUFFS HOMES LLC 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, Bluffs Homes LLC proposes to construct eight single-family units and has requested WHTIP benefits; and

WHEREAS, the projects are eligible for WHTIP under the category of "new construction, rehab, repair, or redevelopment of dwelling units in a distressed workforce housing community (Greenfield Development);" and

WHEREAS, the legal descriptions of the project locations are:
1) Lots 42 & 61, Fox Run Subdivision, Phase III and Lots 156 & 157, Eagle Trail Subdivision, Phase 4 and
2) Lots 43 & 46, Fox Run Subdivision, Phase III and Lots 151 & 155, Eagle Trail Subdivision, Phase 4, 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 Bluffs Homes LLC 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 Bluffs Homes LLC an eligible entity for WHTIP benefits.

Section 2.0 The City Council approves the Bluffs Homes LLC 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 WHHIP benefits is contingent upon Bluffs Homes LLC 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: _____, 2016

Matthew J. Walsh Mayor

ATTEST: _____
Marcia L. Worden City Clerk

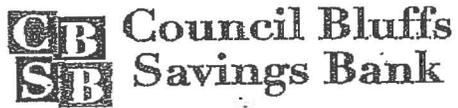
STATE OF IOWA)
COUNTY OF)ss
POTTAWATTAMIE)

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

Attachment 2

- Documentation of Secured Funding Sources



October 19, 2016

Bluffs Homes, LLC
535 W Broadway Ste 100
Council Bluffs, IA 51503

This Letter is to confirm the Bluffs Homes, LLC has been approved for a Construction loan in the amount of \$577,532.00 for the build of 4 Single Family residences to be in the Fox Run Landing Subdivision and the Eagle Trail Subdivision in Council Bluffs, Iowa

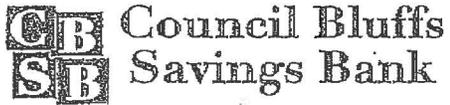
Please Contact me with any questions you may have at 712-322-1700.

Sincerely,

A handwritten signature in cursive script that reads 'Matthew D. Gronstal'.

Matthew D. Gronstal
President





October 27, 2016

To whom it may concern:

This letter is to confirm Bluffs Homes, LLC has the funds available for their portion of the 4 Single Family Residences to be built in the Fox Run Landing Subdivision and the Eagle Trail Subdivision in Council Bluffs, Iowa

Please contact me with any questions 712-322-1700

Sincerely,

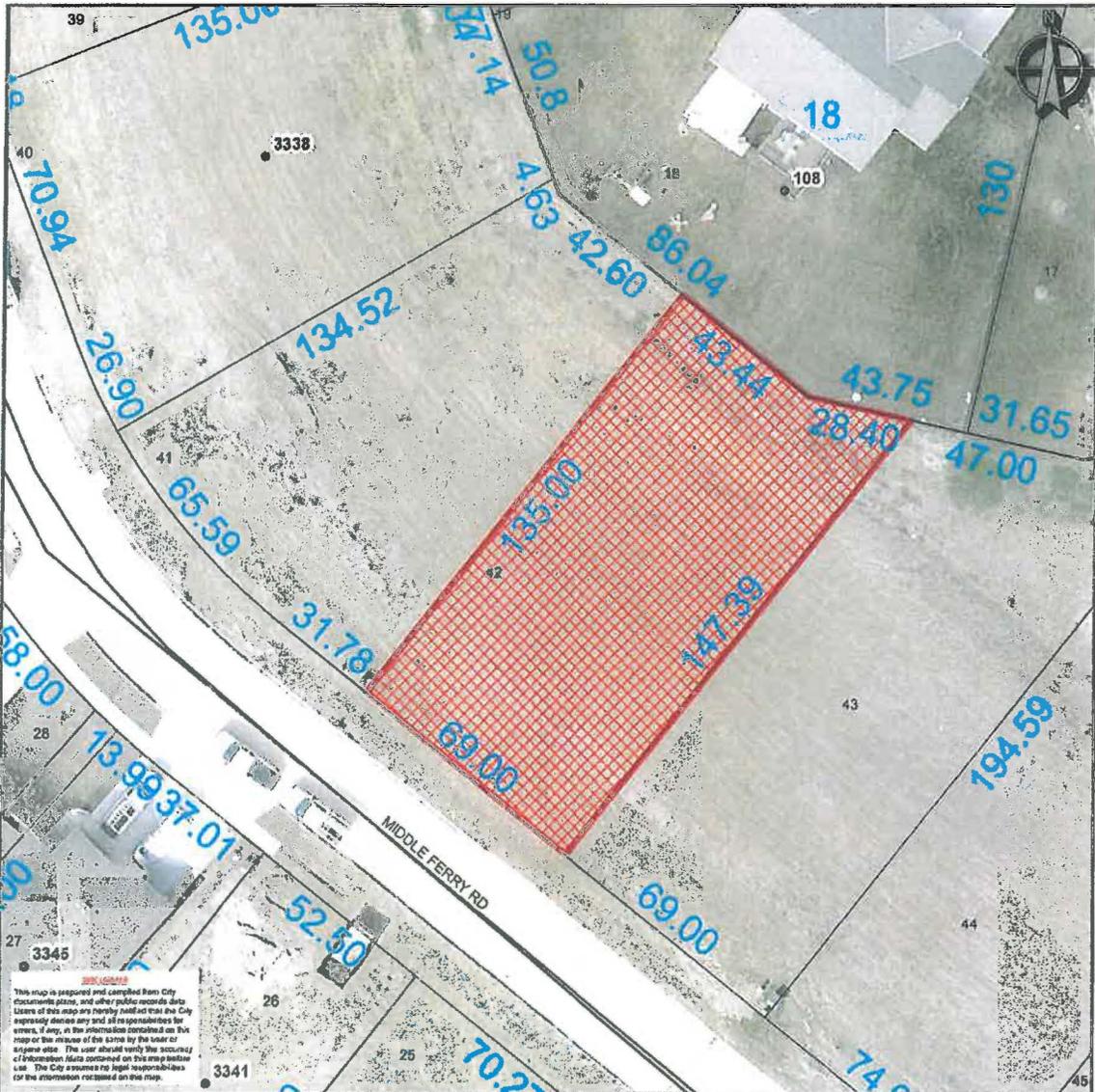
A handwritten signature in black ink that reads 'Matthew D. Gronstal'.

Matthew D. Gronstal
President



Attachment 3

- Project Maps and House Plans



CITY OF COUNCIL BLUFFS - WHTIP LOCATION MAP



Council Bluffs Community Development Dept.
 209 Pearl Street, Council Bluffs, IA 51503
 Telephone: (712) 329-6629

Legend

-  Parcels
-  Lot 42, Fox Run Landing Subdivision, Phase 3
-  Address



Last Amended: 10-31-16



MIDDLE FERRY RD

DISCLAIMER
 This map is prepared and compiled from City documents, plans, and other public records data. Users of this map are hereby notified that the City expressly disclaims any and all responsibility for errors, if any, in the information contained on this map or the misuse of the same by the user or anyone else. The user should verify the accuracy of information shown contained on this map before use. The City assumes no legal responsibility for the information contained on this map.



CITY OF COUNCIL BLUFFS - WHTIP LOCATION MAP



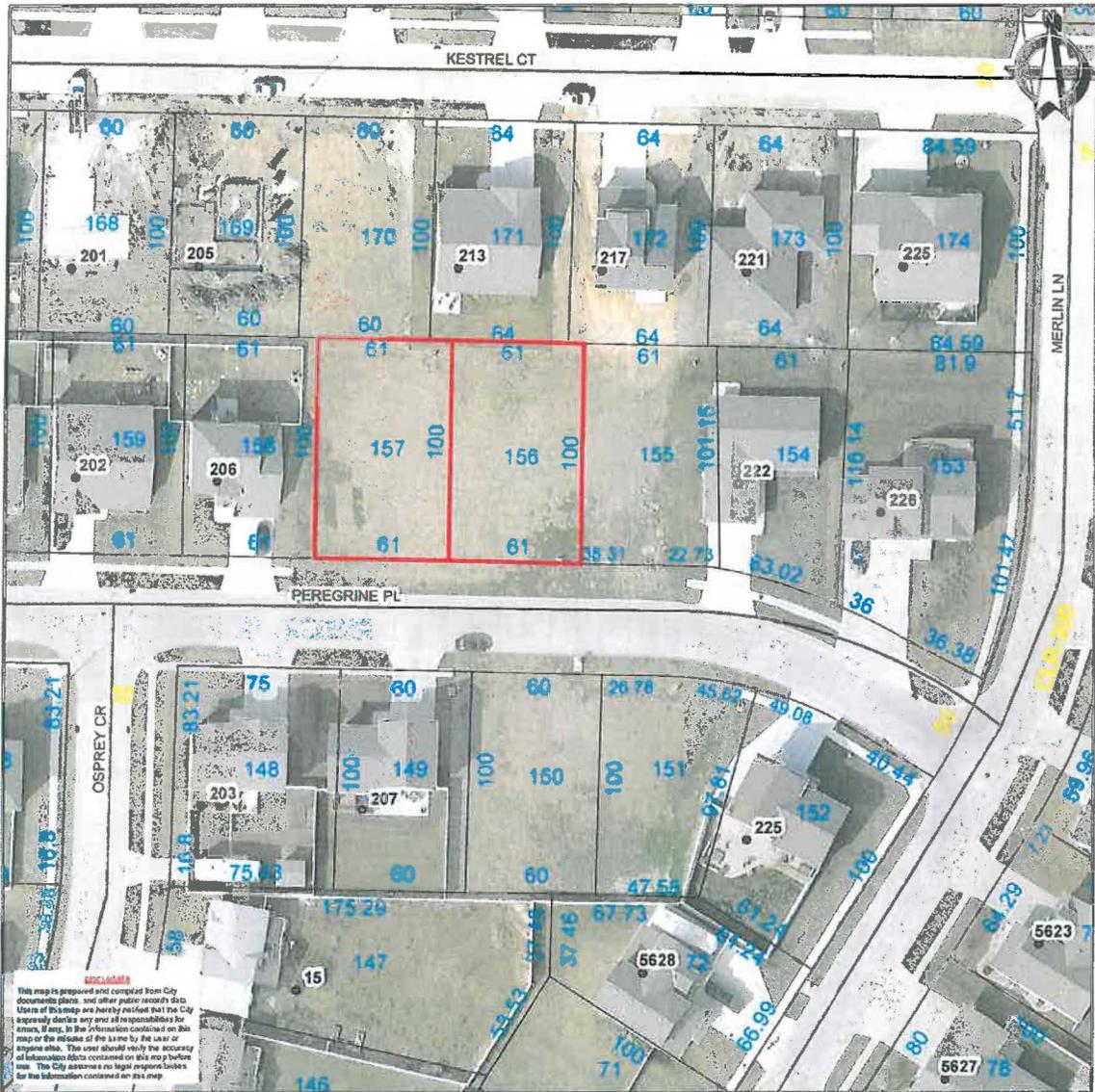
Council Bluffs Community Development Dept.
 203 Pearl Street, Council Bluffs, IA 51503
 Telephone: (712) 328-6029

Legend

- Lot 61, Fox Run Landing Subdivision, Phase 3
- Parcels
- Address



Last Amended: 10-31-16



DISCLAIMER
 This map is prepared and compiled from City documents, plans, and other public records data. Users of this map are hereby notified that the City expressly disclaims any and all responsibilities for errors, if any, in the information contained on this map or the release of the same by the user or anyone else. The user should verify the accuracy of information data contained on this map before use. The City assumes no legal responsibility for the information contained on this map.



CITY OF COUNCIL BLUFFS - WHTIP LOCATION MAP



Council Bluffs Community Development Dept.
 209 Pearl Street, Council Bluffs, IA 51503
 Telephone: (712) 328-4926

Legend	
	Lots 156 & 157, Eagle Trail Subdivision, Phase 4
	Parcels
	Address



Last Amended: 10-28-16

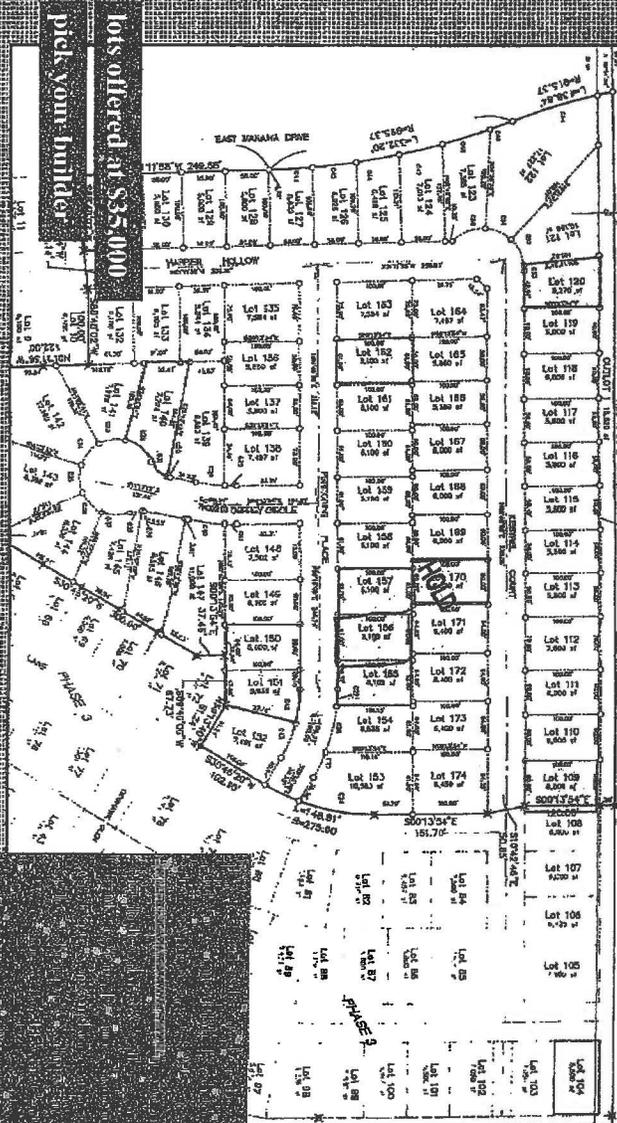
Unimble Lots
Eagle Trail

Represented by:

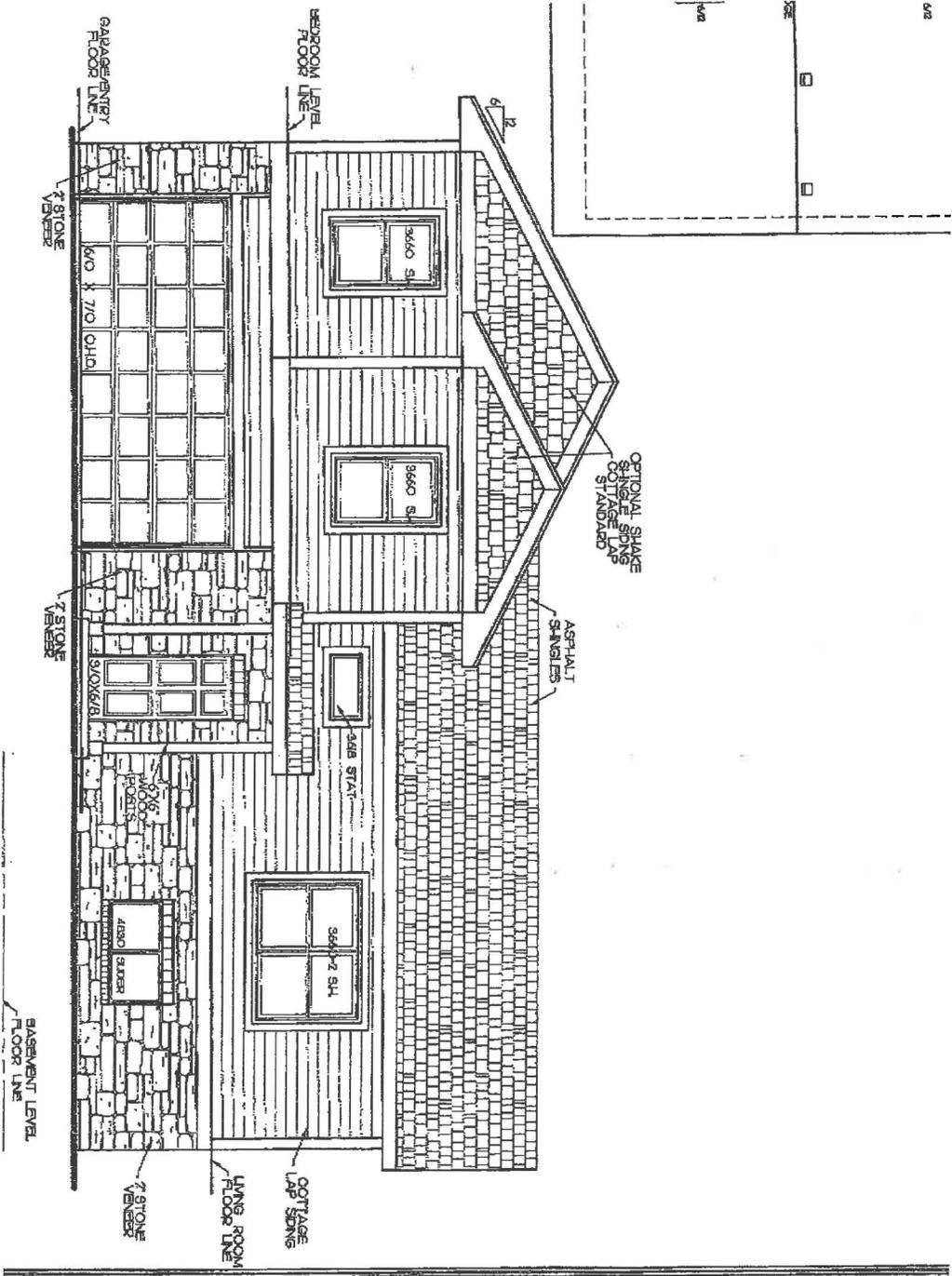
HEARTLAND PROPERTIES, INC.

www.heartlandproperties.com

(712) 925-0745

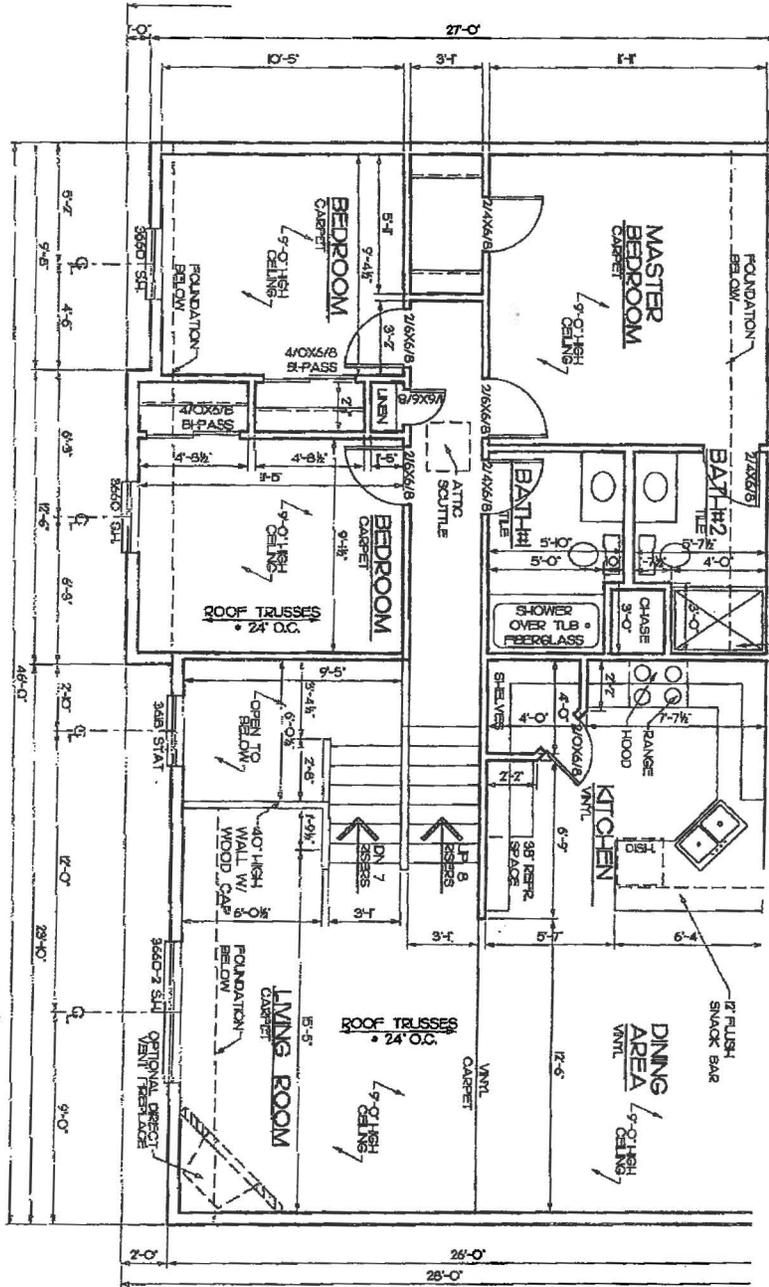


lots offered at \$35,000
 pick-your-builder




TRK
 Residential Design Services
 Associates 402-592-6968

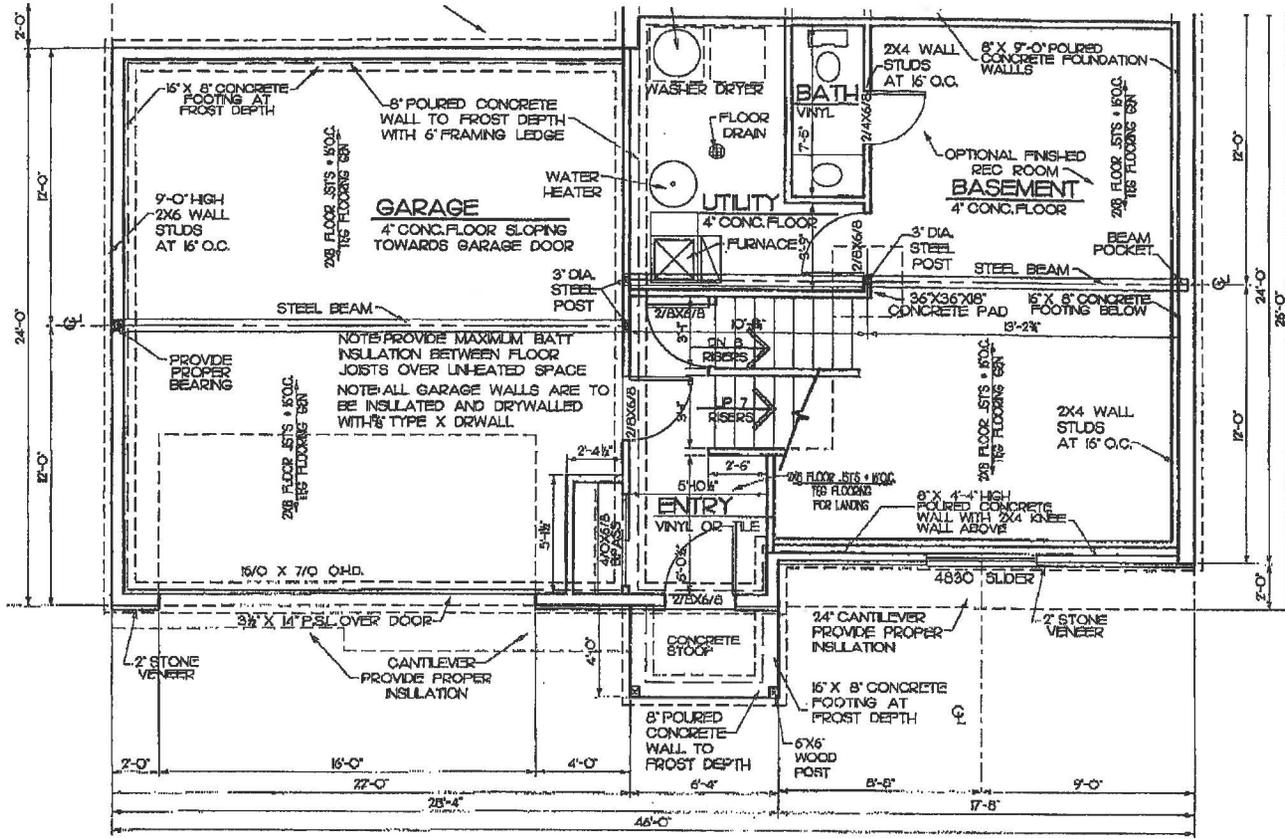
HEARTLAND PROPERTIES PLAN 103
 BLUFFS HOMES - LOT#156 EAGLE TRAIL



FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"
 FIRST LEVEL - 234 SQ. FT.

	Residential Design Services 402-592-6968	HEARTLAND PROPERTIES PLAN 103 BLUFFS HOMES - LOT#156 EAGLE TRAIL
--	---	---



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

FINISHED BASEMENT AREA = 365 SQ.FT.

HEARTLAND PROPERTIES PLAN 103
BLUFFS HOMES - LOT #156 EAGLE TRAIL

© 2005

Residential Design Services
402-592-6988

TRK
Associates



GENERAL CONSTRUCTION MANAGEMENT

LOT #	SUBDIVISION:					
PROPERTY ADDRESS:						
BUILDING DESCRIPTION:	Split entry style 1589 SQF - (2 car garage 578 SQF)					
	ITEM DESCRIPTION	ESTIMATE	ACTUAL	EXTRAS	DEDUCTIONS	COST
GENERAL REQUIREMENTS						
LAND						
DESIGN PLANS						
	SURVEY, ELEVATION	500				
	BLDG PERMITS	1500				
	DUMPSTERS	625				
	PORTA-POTTIES	250				
	TERMITE TREATMENT					
ESCAVATING						
	BASEMENT ESCAVATING	1500				
	BACKFILL MATERIAL	1000				
	BACKFILL EXTERIOR					
	FINE GRADE SEED	2000				
	SPRINKLER SYSTEM	1800				
	SOD	1300				
FOUNDATION/BASEMENT WALLS						
	BASEMENT WALLS & FOOTINGS	9363				
	SLAB FOUNDATION WALLS, FOOTINGS					
	STYROFOAM AROUND FOUNDATION	1000				
CONCRETE						
	SLAB ON GRADE					
	CURB GRIND	250				
	BASEMENT	1800				
	PATIOS					
	DRIVEWAYS, SIDEWALKS & APPROACHES	5500				
	GARAGE FLOORS	1925				
FRAMING						
	FRAMING & LABOR	9450				
	FRAMING MATERIAL	23000				
	A.SIDING					
	C.BLDG MATERIAL					
	D. WINDOW MATERIAL	3000				
	ROOF LABOR	1600				
	SIDING LABOR	3000				
ELECTRICAL						
	LABOR	9010				
	MATERIAL					
	LIGHTING ALLOWANCE	1000				
HVAC						
	LABOR	8000				
	MATERIAL					
PLUMBING						
	MATERIAL					
	LABOR	9675				
INSULATION						
	LABOR & MATERIAL	3092				

DRYWALL						
LABOR & MATERIAL		8800				
CABINETS, VANITIES						
MATERIAL KITCHEN & BATHROOM COUNTERTOPS		2195				
KITCHEN CABINETS & VANITIES		6436				
INSTALLATION LABOR						
TRIM						
MATERIAL COST		3275				
LABOR		2400				
GARAGE DOORS						
GARAGE DOORS & OPENERS		1291				
FIREPLACE & MANTEL						
MATERIAL						
LABOR						
STONE, BRICK, STUCCO						
GUTTERS						
LABOR & MATERIAL		900				
PAINTING		6100				
INTERIOR						
EXTERIOR						
CAULKING						
FINISH ITEMS		500				
MIRRORS						
DOOR KNOBS						
TOILET PAPER, TOWEL - BARS						
CABINET HARDWARE						
LABOR		250				
SHOWER DOOR LABOR & MATERIAL		700				
FLOORING		9000				
TILE						
CARPET						
LAMINET						
VINYL						
WOOD						
KITCHEN APPLIANCE						
STOVE		500				
DISHWASHER		400				
MICROWAVE		350				
REFRIDGERATOR						
DECK						
LABOR		1000				
BRICK, STUCCO, STONE						
MATERIAL		2500				
LABOR		2000				
SEWER & WATER						
WATER		900				
SEWER		900				
TAP FEES		1075				
SEPTIC						
LANDSCAPING						
MATERIAL						
LABOR						
FINAL CLEAN UP		500				
LABOR						
UNANTICIPATED COST						
ETC.						

MISC FEES						
BUILDERS RISK		400				
G.C. FEE						
INTEREST						
SUBTOTAL:		153512				
TAX:						
GRAND TOTAL:						

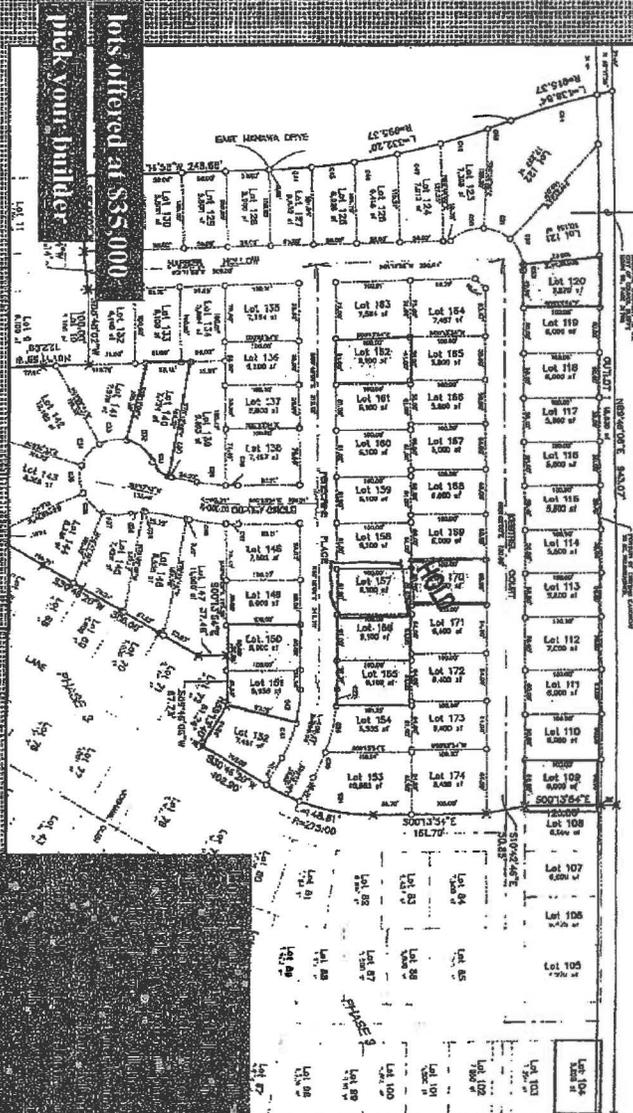
Specialize Lots
Eagle Trail

Represented by:

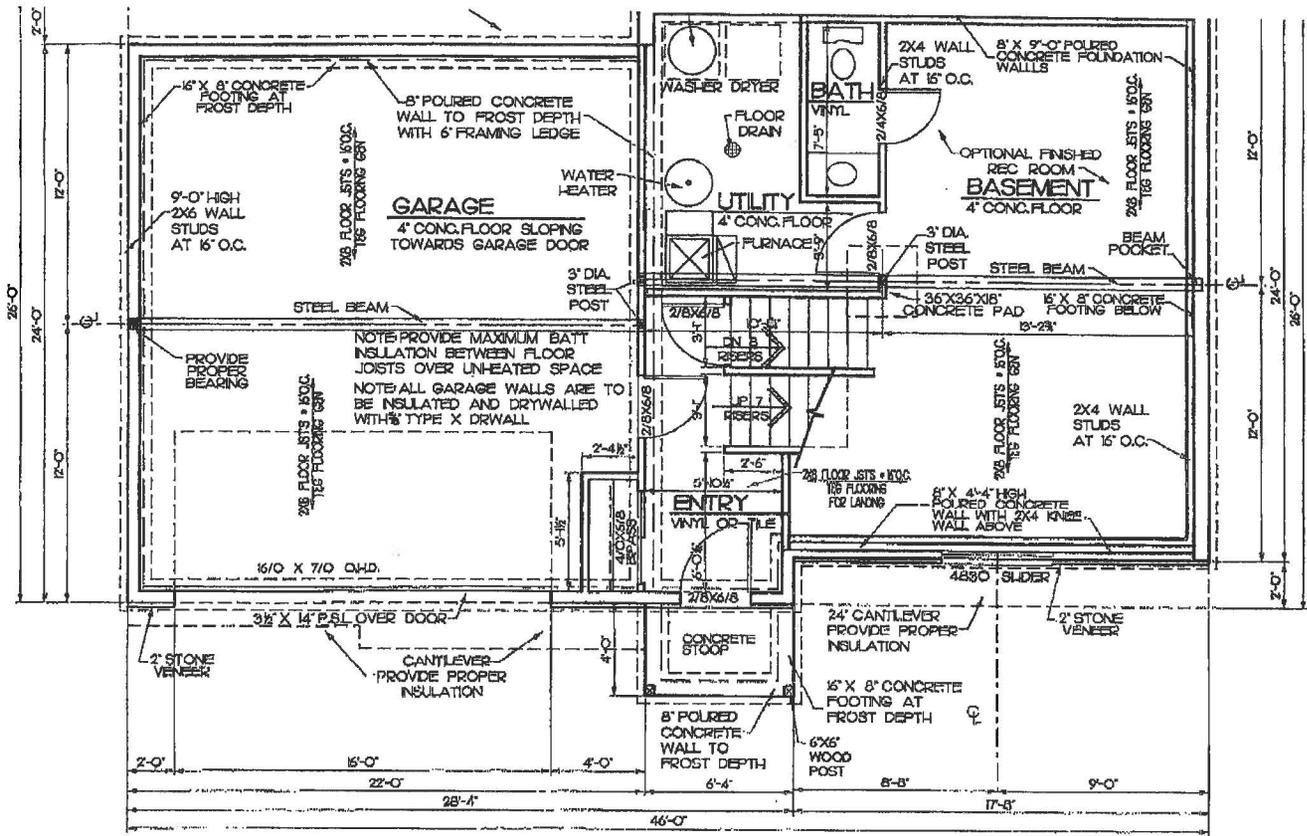
HEARTLAND PROPERTIES INC.

www.heartlandproperties.com

(112) 325-0415



lots offered at \$35,000
pick your builder

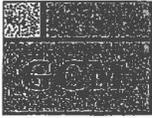


FOUNDATION PLAN
SCALE 1/4" = 1'-0"

FINISHED BASEMENT AREA = 365 SQ.FT.

HEARTLAND PROPERTIES PLAN 103
BLUFFS HOMES - LOT#157 EAGLE TRAIL


 Residential Division, San Diego
 402-592-6988
 TRK Associates

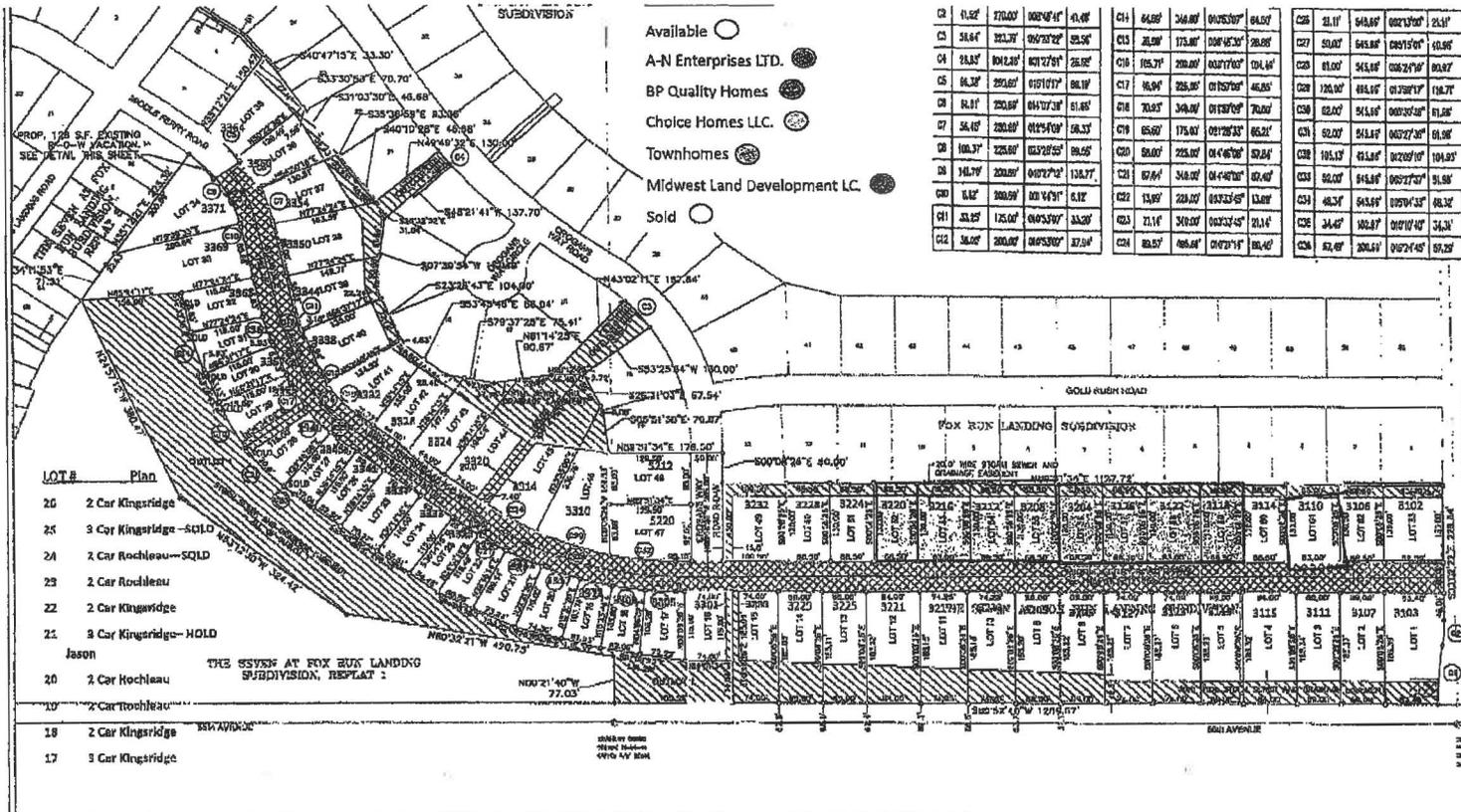


GENERAL CONSTRUCTION MANAGEMENT

LOT #	SUBDIVISION:					
PROPERTY ADDRESS:						
BUILDING DESCRIPTION:	Split entry style 1589 SQF - (2 car garage 578 SQF)					
	ITEM DESCRIPTION	ESTIMATE	ACTUAL	EXTRAS	DEDUCTIONS	COST
GENERAL REQUIREMENTS						
LAND						
DESIGN PLANS						
	SURVEY, ELEVATION	500				
	BLDG PERMITS	1500				
	DUMPSTERS	625				
	PORTA-POTTIES	250				
	TERMITE TREATMENT					
ESCAVATING						
	BASEMENT ESCAVATING	1500				
	BACKFILL MATERIAL	1000				
	BACKFILL EXTERIOR					
	FINE GRADE SEED	2000				
	SPRINKLER SYSTEM	1800				
	SOD	1300				
FOUNDATION/BASEMENT WALLS						
	BASEMENT WALLS & FOOTINGS	9963				
	SLAB FOUNDATION WALLS, FOOTINGS					
	STYROFOAM AROUND FOUNDATION	1000				
CONCRETE						
	SLAB ON GRADE					
	CURB GRIND	250				
	BASEMENT	1800				
	PATIOS					
	DRIVEWAYS, SIDEWALKS & APPROACHES	5500				
	GARAGE FLOORS	1925				
FRAMING						
	FRAMING & LABOR	9450				
	FRAMING MATERIAL	23000				
A. SIDING						
	C. BLDG MATERIAL					
	D. WINDOW MATERIAL	3000				
	ROOF LABOR	1600				
	SIDING LABOR	3000				
ELECTRICAL						
	LABOR	9010				
	MATERIAL					
	LIGHTING ALLOWANCE	1000				
HVAC						
	LABOR	8000				
	MATERIAL					
PLUMBING						
	MATERIAL					
	LABOR	9675				
INSULATION						
	LABOR & MATERIAL	3092				

DRYWALL						
LABOR & MATERIAL		8800				
CABINETS, VANTITIES						
MATERIAL KITCHEN & BATHROOM COUNTERTOPS		2195				
KITCHEN CABINETS & VANTITIES		6436				
INSTALLATION LABOR						
TRIM						
MATERIAL COST		3275				
LABOR		2400				
GARAGE DOORS						
GARAGE DOORS & OPENERS		1291				
FIREPLACE & MANTEL						
MATERIAL						
LABOR						
STONE, BRICK, STUCCO						
GUTTERS						
LABOR & MATERIAL		900				
PAINTING		6100				
INTERIOR						
EXTERIOR						
CAULKING						
FINISH ITEMS		500				
MIRRORS						
DOOR KNOBS						
TOILET PAPER, TOWEL - BARS						
CABINET HARDWARE						
LABOR		250				
SHOWER DOOR LABOR & MATERIAL		700				
FLOORING		9000				
TILE						
CARPET						
LAMINET						
VINYL						
WOOD						
KITCHEN APPLIANCE						
STOVE		500				
DISHWASHER		400				
MICROWAVE		350				
REFRIDGERATOR						
DECK						
LABOR		1000				
BRICK, STUCCO, STONE						
MATERIAL		2500				
LABOR		2000				
SEWER & WATER						
WATER		900				
SEWER		900				
TAP FEES		1075				
SEPTIC						
LANDSCAPING						
MATERIAL						
LABOR						
FINAL CLEAN UP		500				
LABOR						
UNANTICIPATED COST						
ETC.						

MISC FEES						
BUILDERS RISK		400				
G.C. FEE						
INTEREST						
SUBTOTAL:		153512				
TAX:						
GRAND TOTAL:						



C2	01.57	270.03	002'48"11"	01.46	C14	64.89	246.89	01'05'30"	64.07	C26	21.17	648.89	002'13'00"	21.17
C3	51.64	221.37	00'03'29"	55.54	C15	26.09	171.88	100'45'30"	26.09	C27	63.07	648.89	002'15'00"	63.07
C4	24.25	204.28	00'12'51"	26.85	C16	165.71	200.00	00'07'17'00"	104.14	C28	81.00	945.00	002'2'45"	80.87
C5	64.30	250.67	01'01'01"	68.19	C17	46.94	255.85	01'05'00"	46.95	C29	120.00	648.00	01'23'01"	118.71
C6	84.17	230.69	00'47'31"	81.85	C18	70.05	349.00	01'08'00"	70.00	C30	62.00	945.00	000'35'00"	61.86
C7	26.45	230.69	01'24'00"	28.53	C19	65.60	175.87	01'26'00"	65.21	C31	62.00	945.00	002'27'30"	61.98
C8	100.31	228.60	02'22'55"	104.55	C20	68.00	225.00	01'46'00"	67.84	C32	105.15	618.00	01'26'01"	104.95
C9	74.79	220.69	01'07'21"	78.77	C21	67.64	348.00	01'46'00"	67.60	C33	62.00	945.00	002'27'30"	61.98
C10	64.2	200.00	00'14'31"	63.82	C22	14.89	220.00	00'22'45"	14.89	C34	46.51	945.00	002'04'30"	46.32
C11	33.25	125.00	00'05'30"	33.25	C23	71.14	340.00	00'32'45"	71.14	C35	24.47	100.87	01'01'40"	24.31
C12	36.05	200.00	00'05'30"	37.54	C24	82.57	408.84	01'07'15"	82.40	C36	62.49	200.00	00'21'45"	62.22

FILED: S:\Eplan_Team\Projects\10767_FOX RUN LANDING - PHASE III\330 PROJECT\Engineering\Drawings\PLAT\108014_FINL_PLAT.dwg

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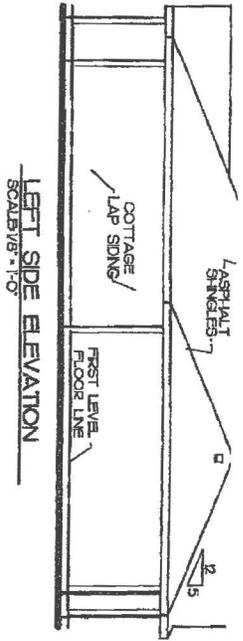
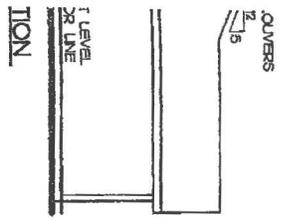
PROJECT NO.
108014
SHEET
1 OF 1

PROJECT: FOX RUN SUBDIVISION - PHASE III
A SUBDIVISION IN COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA
OWNER: S2 INVESTMENTS LLC
P.O. BOX 888, AVONDA, IOWA 51501
TITLE: WHOLE SUBDIVISION EXHIBIT

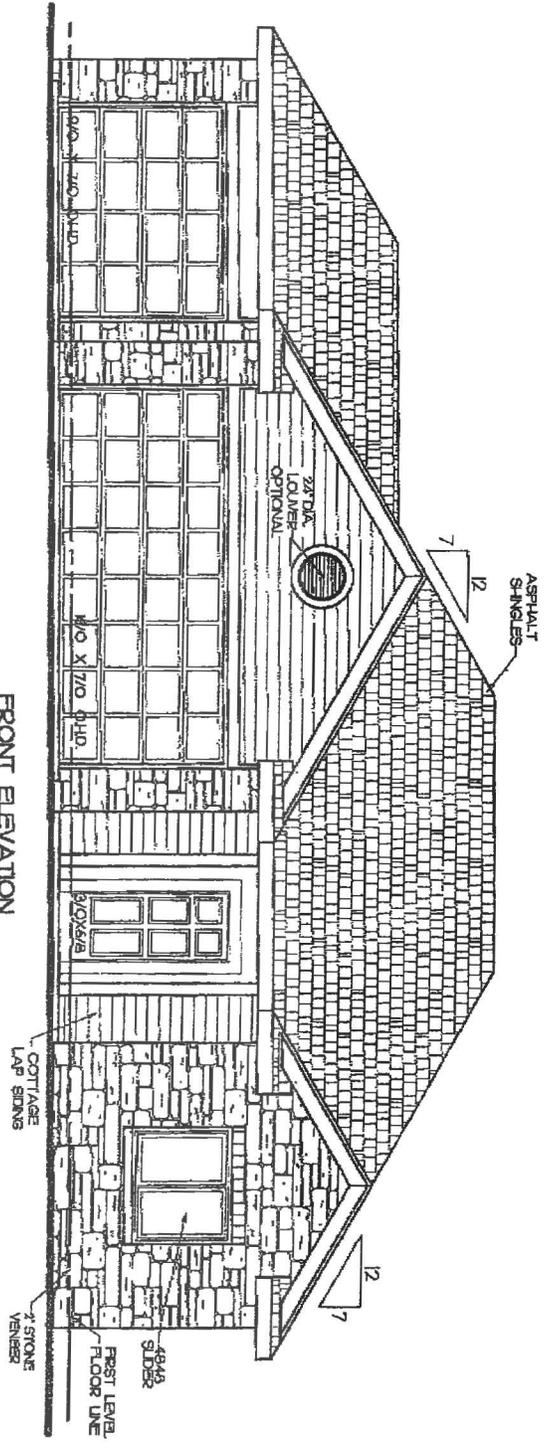
DATE: _____
BY: _____
CHECKED: _____
SCALE: _____
SHEET: _____

hgm
ASSOCIATES INC.
640 WEST AVENUE, COUNCIL BLUFFS, IA
PHONE 719-323-0023

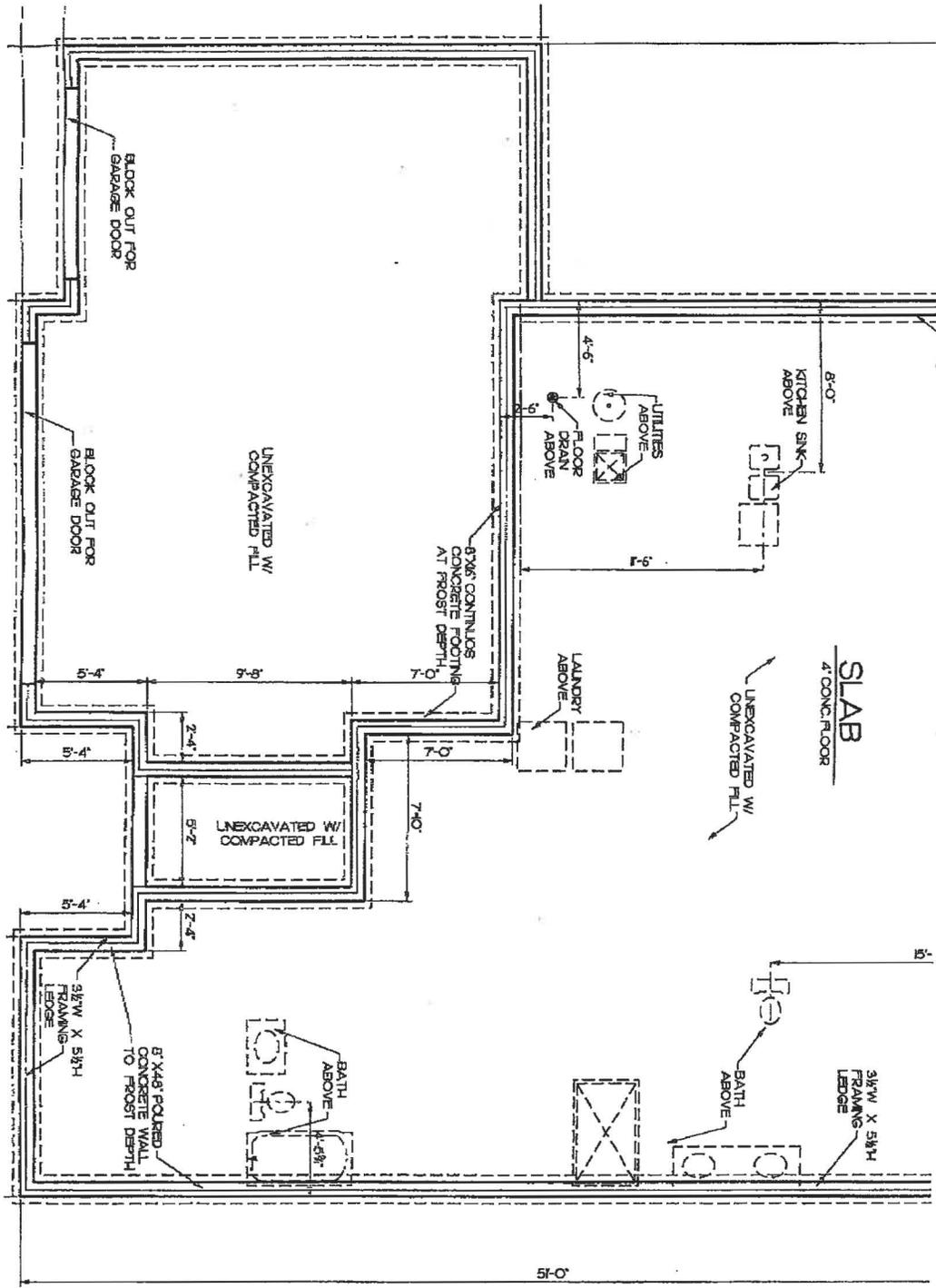
THIS DRAWING IS THE PROPERTY OF HGM ASSOCIATES INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HGM ASSOCIATES INC.



LEFT SIDE ELEVATION
SCALE 1/8" = 1'-0"



FRONT ELEVATION
SCALE 1/4" = 1'-0"



SLAB
4' CONC. FLOOR

BLOCK OUT FOR GARAGE DOOR

BLOCK OUT FOR GARAGE DOOR

UNEXCAVATED W/ COMPACTED FILL

8x8' CONTINUOUS CONCRETE FOOTING AT FROST DEPTH

KITCHEN SINK ABOVE

UTILITIES ABOVE FLOOR DRAIN ABOVE

LAUNDRY ABOVE

UNEXCAVATED W/ COMPACTED FILL

UNEXCAVATED W/ COMPACTED FILL

BATH ABOVE

BATH ABOVE

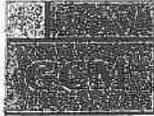
8' X 4 1/2' POLYMER CONCRETE WALL TO FROST DEPTH

3 1/2" W X 5 1/4" FRAMING LEDGE

3 1/2" W X 5 1/4" FRAMING LEDGE

51'-0"

P 1463 Plan 102

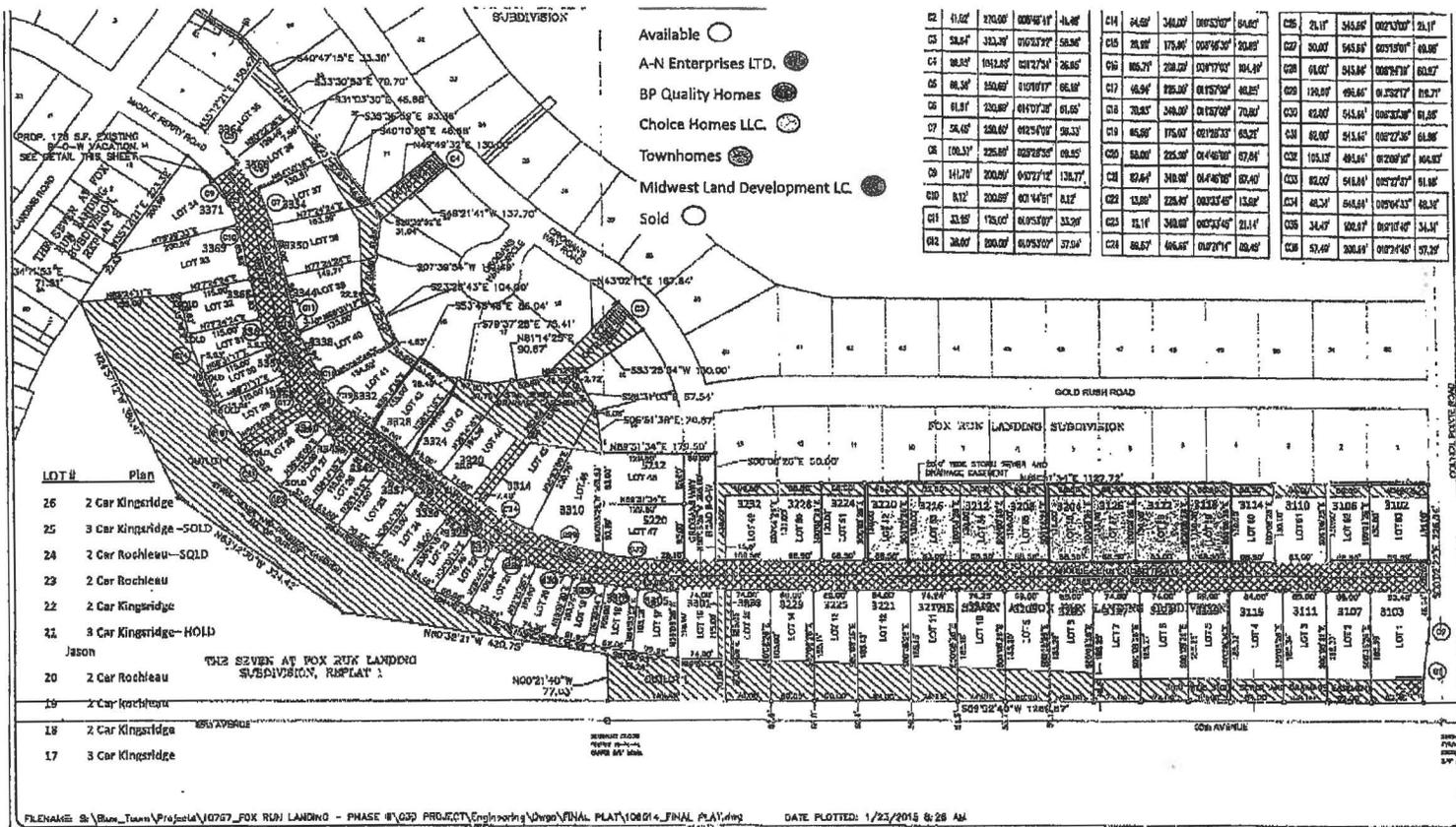


GENERAL CONSTRUCTION MANAGEMENT

LOT #	SUBDIVISION:					
PROPERTY ADDRESS:						
BUILDING DESCRIPTION:	Ranch style - 1463 SQF (3 Car Garage-693 SQF)					
	ITEM DESCRIPTION	ESTIMATE	ACTUAL	EXTRAS	DEDUCTIONS	COST
GENERAL REQUIREMENTS						
LAND						
DESIGN PLANS						
	SURVEY, ELEVATION	500				
	BLDG PERMITS	1500				
	DUMPSTERS	620				
	PORTA-POTTIES	250				
	TERMITE TREATMENT					
ESCAVATING						
BASEMENT ESCAVATING						
	BACKFILL MATERIAL	2500				
	BACKFILL EXTERIOR	600				
	FINE GRADE SEED	750				
	SPRINKLER SYSTEM	1900				
	SOD	2100				
FOUNDATION/BASEMENT WALLS						
BASEMENT WALLS & FOOTINGS						
	SLAB FOUNDATION WALLS, FOOTINGS	10882				
	STYROFOAM AROUND FOUNDATION	900				
CONCRETE						
	SLAB ON GRADE	4190				
	CURB GRIND	250				
	BASEMENT					
	PATIOS	300				
	DRIVENWAYS, SIDEWALKS & APPROACHES	5954				
	GARAGE FLOORS	1975				
FRAMING						
	FRAMING & LABOR	11920				
	FRAMING MATERIAL	23000				
	A. SIDING					
	C. BLDG MATERIAL					
	D. WINDOW MATERIAL	3576				
	ROOF LABOR	2400				
	SIDING LABOR	3000				
ELECTRICAL						
	LABOR	8940				
	MATERIAL					
	LIGHTING ALLOWANCE	1500				
HVAC						
	LABOR	8000				
	MATERIAL					
PLUMBING						
	MATERIAL					
	LABOR	9175				
INSULATION						
	LABOR & MATERIAL	2685				

DRYWALL						
LABOR & MATERIAL		8150				
CABINETS, VANITIES						
MATERIAL KITCHEN & BATHROOM COUNTERTOPS		2020				
KITCHEN CABINETS & VANITIES		6203				
INSTALLATION LABOR						
TRIM						
MATERIAL COST		2942				
LABOR		2300				
GARAGE DOORS						
GARAGE DOORS & OPENERS		2333				
FIREPLACE & MANTEL						
MATERIAL						
LABOR						
STONE, BRICK, STUCCO						
GUTTERS						
LABOR & MATERIAL		1600				
PAINTING		6100				
INTERIOR						
EXTERIOR						
CAULKING						
FINISH ITEMS		500				
MIRRORS						
DOOR KNOBS						
TOILET PAPER, TOWEL - BARS						
CABINET HARDWARE						
LABOR		250				
SHOWER DOOR LABOR & MATERIAL		700				
FLOORING		12868				
TILE						
CARPET						
LAMINET						
VINYL						
WOOD						
KITCHEN APPLIANCE						
STOVE		500				
DISHWASHER		400				
MICROWAVE		350				
REFRIDGERATOR						
DECK						
LABOR						
BRICK, STUCCO, STONE						
MATERIAL		1800				
LABOR		1000				
SEWER & WATER						
WATER		900				
SEWER		900				
TAP FEES		1075				
SEPTIC						
LANDSCAPING						
MATERIAL						
LABOR						
FINAL CLEAN UP						
LABOR		500				
UNANTICIPATED COST						
ETC.						

MISC FEES						
BUILDERS RISK		400				
G.C. FEE						
INTEREST						
SUBTOTAL:		162558				
TAX:						
GRAND TOTAL:						



02	01.00'	270.00'	000'48"11"	41.48'	C14	04.00'	340.00'	000'53"07"	04.00'	C26	21.17'	545.00'	002'33"00"	21.17'
03	08.84'	333.33'	010'27"77"	58.84'	C15	28.00'	175.00'	008'46"30"	20.00'	C27	30.00'	545.00'	002'33"00"	30.00'
04	08.84'	091.11'	031'27"54"	26.85'	C16	06.77'	200.00'	007'77"03"	10.43'	C28	01.00'	545.00'	008'78"11"	01.00'
05	08.84'	150.00'	010'10"17"	66.60'	C17	04.00'	275.00'	010'57"00"	04.00'	C29	19.00'	096.65'	01'33"21"	19.00'
06	01.81'	230.00'	041'07"30"	01.81'	C18	20.85'	340.00'	01'07"00"	20.85'	C30	02.00'	045.00'	008'33"00"	01.85'
07	24.00'	150.00'	012'34"00"	24.00'	C19	05.00'	175.00'	002'33"00"	05.00'	C31	02.00'	045.00'	007'27"00"	02.00'
08	100.00'	225.00'	020'28"00"	09.55'	C20	03.00'	225.00'	01'46"00"	07.00'	C32	10.17'	045.00'	007'27"00"	10.17'
09	141.70'	200.00'	00'27"12"	130.77'	C21	03.00'	310.00'	01'46"00"	03.00'	C33	02.00'	045.00'	007'27"00"	01.00'
10	01.12'	200.00'	00'14"51"	01.12'	C22	13.00'	225.00'	00'33"00"	13.00'	C34	02.50'	045.00'	009'04"33"	02.50'
11	23.00'	175.00'	01'05"00"	23.00'	C23	03.17'	340.00'	00'33"00"	03.17'	C35	24.00'	000.00'	007'00"00"	24.00'
12	20.00'	000.00'	01'05"00"	20.00'	C24	06.57'	066.65'	007'27"11"	06.57'	C36	07.00'	200.00'	007'48"00"	07.00'

LOT#	Plan
26	2 Car Kingsridge
25	3 Car Kingsridge - SOLD
24	2 Car Rochleau - SOLD
23	2 Car Rochleau
22	2 Car Kingsridge
21	3 Car Kingsridge - HOLD
20	2 Car Rochleau
19	2 Car Kingsridge
18	2 Car Kingsridge
17	3 Car Kingsridge

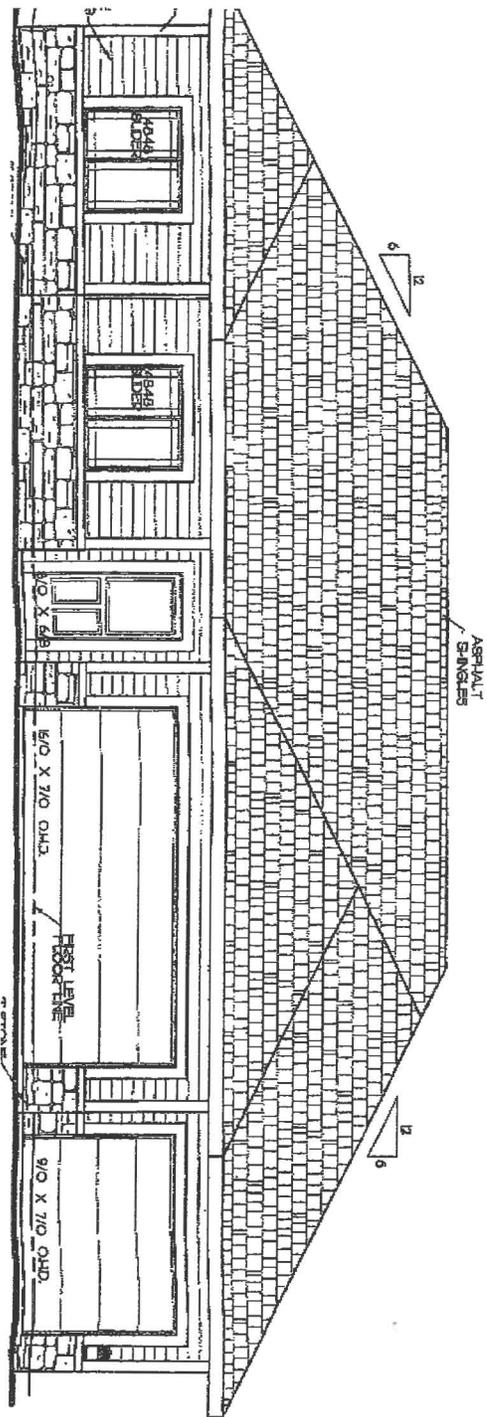
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sheet no. 108014
 about 1 OF 1
 FOX RUN SUBDIVISION - PHASE III
 A SUBDIVISION IN COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA
 92 INVESTMENTS L.L.C.
 P.O. BOX 884, AYDIA, IOWA 51501
 WHOLE SUBDIVISION EXHIBIT

DATE: _____
 BY: _____
 CHECKED: _____
 APPROVED: _____
 SEP-14

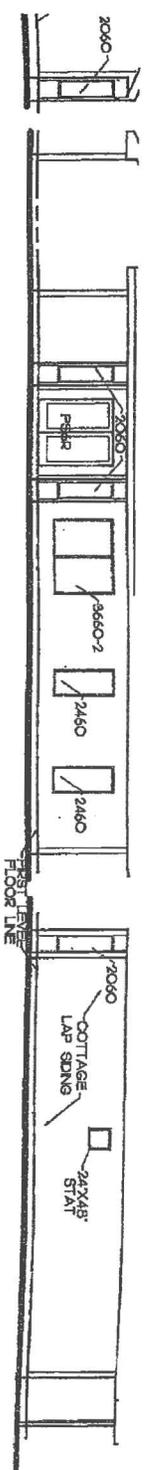
hgm
 ASSOCIATES INC.
 1100 WEST ANCHOR, COUNCIL BLUFFS, IA
 PHONE: 712-323-0288

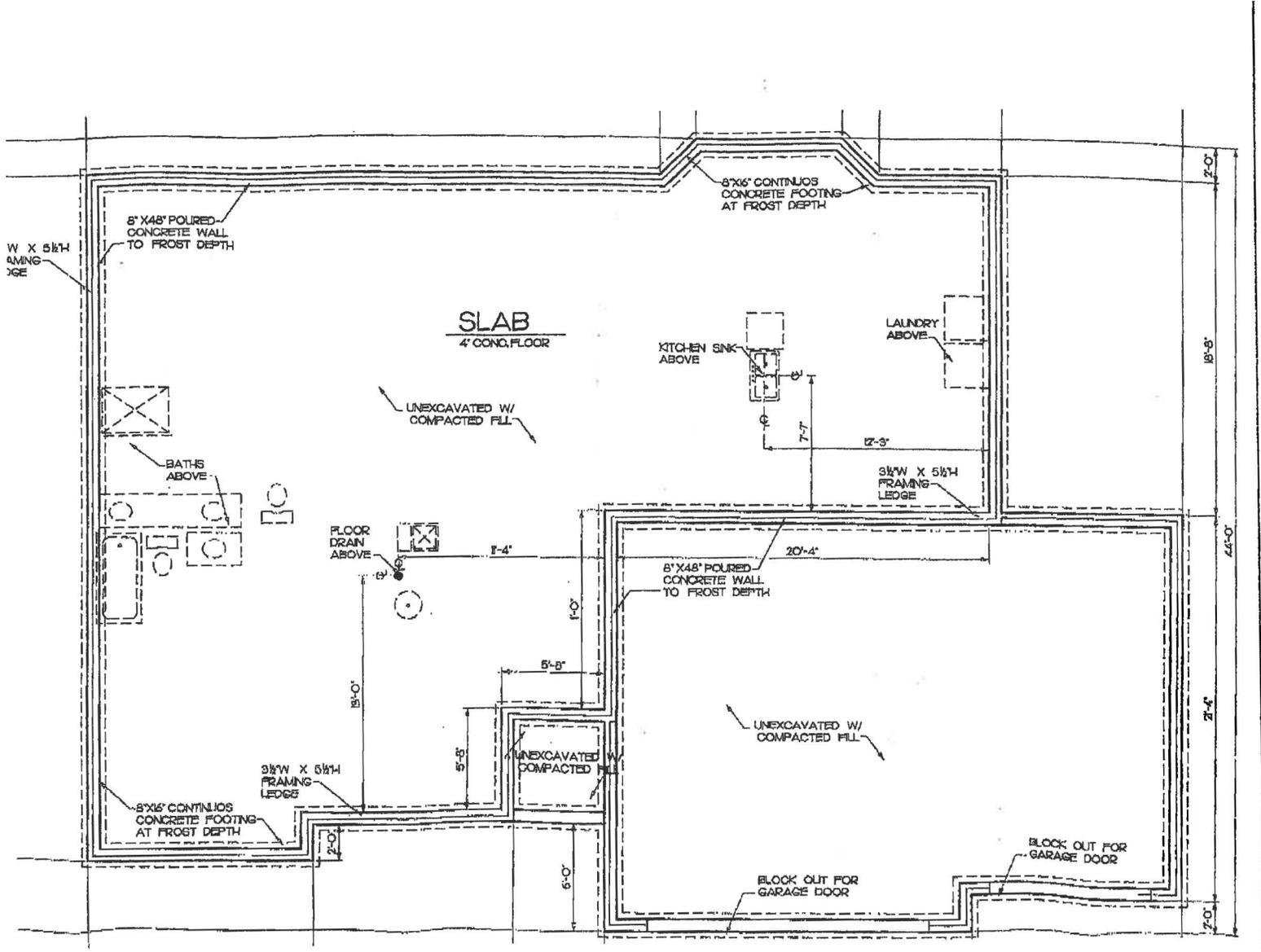
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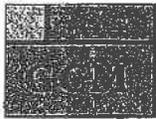


REAR ELEVATION
SCALE 1/8" = 1'-0"

LEFT SIDE ELEVATION
SCALE 1/8" = 1'-0"







GENERAL CONSTRUCTION MANAGEMENT

LOT # 42	SUBDIVISION: Fox Run				
PROPERTY ADDRESS:					
BUILDING DESCRIPTION: Ranch Style 3406 SQF (3 car garage- 747 SQF)					
ITEM DESCRIPTION	ESTIMATE	ACTUAL	EXTRAS	DEDUCTIONS	COST
GENERAL REQUIREMENTS					
LAND					
DESIGN PLANS					
SURVEY, ELEVATION	500				
BLDG PERMITS	1500				
DUMPSTERS	625				
PORTA-POTTIES	250				
TERMITE TREATMENT					
ESCAVATING					
BASEMENT ESCAVATING					
BACKFILL MATERIAL	2500				
BACKFILL EXTERIOR	600				
FINE GRADE SEED	750				
SPRINKLER SYSTEM	1900				
SOD	2100				
FOUNDATION/BASEMENT WALLS					
STEEL BEAMS					
BASEMENT WALLS & FOOTINGS					
SLAB FOUNDATION WALLS, FOOTINGS	10800				
STYROFOAM AROUND FOUNDATION	800				
CONCRETE					
SLAB ON GRADE	4008				
CURB GRIND	250				
BASEMENT					
PATIOS	300				
DRIVEWAYS, SIDEWALKS & APPROACHES	5392				
GARAGE FLOORS	1975				
FRAMING					
FRAMING & LABOR	11900				
FRAMING MATERIAL	22000				
A. SIDING					
B. BLDG MATERIAL					
C. WINDOW MATERIAL	2333				
ROOF LABOR	2300				
SIDING LABOR	3000				
ELECTRICAL					
LABOR	8580				
MATERIAL					
LIGHTING ALLOWANCE	1500				
HVAC					
LABOR	8000				
MATERIAL					
PLUMBING					
MATERIAL					
LABOR	8850				
INSULATION					
LABOR & MATERIAL	2700				

DRYWALL						
LABOR & MATERIAL		7600				
CABINETS, VANITIES						
MATERIAL KITCHEN & BATHROOM COUNTERTOPS		2020				
KITCHEN CABINETS & VANITIES		6203				
INSTALLATION LABOR						
TRIM						
MATERIAL COST		2750				
LABOR		2200				
GARAGE DOORS						
GARAGE DOORS & OPENERS		2333				
FIREPLACE & MANTEL						
FIREPLACE						
MATERIAL						
LABOR						
STONE, BRICK, STUCCO						
GUTTERS						
LABOR & MATERIAL		1200				
PAINTING		6100				
INTERIOR						
EXTERIOR						
CAULKING						
FINISH ITEMS		500				
MIRRORS						
DOOR KNOBS						
TOILET PAPER, TOWEL - BARS						
CABINET HARDWARE						
LABOR		250				
SHOWER DOOR LABOR & MATERIAL		700				
FLOORING		12800				
TILE						
CARPET						
LAMINET						
VINYL						
WOOD						
KITCHEN APPLIANCE						
STOVE		500				
DISHWASHER		400				
MICROWAVE		350				
REFRIDGERATOR						
DECK						
LABOR						
BRICK, STUCCO, STONE						
MATERIAL		3000				
LABOR		2500				
SEWER & WATER		900				
WATER						
SEWER						
TAP FEES		1075				
SEPTIC						
LANDSCAPING						
MATERIAL						
LABOR						
FINAL CLEAN UP		500				
LABOR						

UNANTICIPATED COST						
<i>ETC.</i>						
MISC FEES						
<i>BUILDERS RISK</i>		400				
<i>G.C. FEE</i>						
<i>INTEREST</i>						
SUBTOTAL:		159694				
TAX:						
GRAND TOTAL:						

Attachment 4

- Safety Affidavit

Workforce Housing Tax Incentive Program Affidavit

State of Iowa
County of Pottawattamie

I, Jason James, depose and say that I have examined the following statement and have found it to the best of my knowledge to be accurate and true.

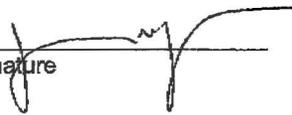
Bluffs Homes LLC, has not, within the last five years, violated state or federal statutes, rules, and regulations, including environmental and worker safety regulations, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment.

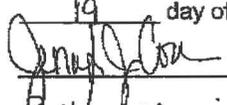
I have submitted a report detailing the circumstances of all such violations to the Economic Development Authority and such report represents a full and complete description of such circumstances.

I hereby certify that the information presented to the Iowa Economic Development Authority on October 19, 2016 is fully complete, true, and correct. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision, as provided in Iowa Code section 15A.3 and other applicable law.

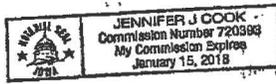
Furthermore, I understand that providing false, misleading, or fraudulent information to the Board may result in civil and/or criminal liabilities and penalties against the Recipient and its representatives.

I further depose that the signature below is my own proper signature.

Signature  Date 10-19-16

Subscribed and sworn to before me on this
19 day of October, 2016
 (Notary Public)
Pottawattamie County

My commission expires on 1-15-18



RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS AUTHORIZING TWO JOINT APPLICATIONS TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) BY THE CITY OF COUNCIL BLUFFS AND BLUFFS HOMES LLC 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,** Bluffs Homes LLC proposes to construct eight single-family units and has requested WHTIP benefits; and
- WHEREAS,** the projects are eligible for WHTIP under the category of “new construction, rehab, repair, or redevelopment of dwelling units in a distressed workforce housing community (Greenfield Development);” and
- WHEREAS,** the legal descriptions of the project locations are:
1) Lots 42 & 61, Fox Run Landing, Phase III and Lots 156 & 157, Eagle Trail Subdivision, Phase 4 and
2) Lots 43 & 46, Fox Run Landing, Phase III and Lots 151 & 155, Eagle Trail Subdivision, Phase 4, 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 Bluffs Homes LLC 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 Bluffs Homes LLC an eligible entity for WHTIP benefits.
- Section 2.0** The City Council approves the Bluffs Homes LLC 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 Bluffs Homes LLC 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: _____, 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	City Council: 11-14-16
Case/Project No.: WHTIP-16-006	Resolution No.: 16-	
Subject/Title		
Application for Workforce Housing Tax Incentive Program		
Applicant		
Welcome Homes Inc.		
Locations		
Lots 14, 15, 50 and 60, Fox Run Landing, Phase III		
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. This limitation only applies to those costs that are directly attributable to the improvement of the property or the structures and is defined in the Iowa Administrative Code.</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>Welcome Homes Inc. has submitted a request for WHTIP benefits on four lots in Fox Run Landing, Phase III Subdivision. The homes will have a sales price of approximately \$215,000. The split entry style home will have approximately 1,628 finished square feet, 3 bedrooms, 2 bathrooms and a 2 car garage.</p> <p>The total project investment is \$796,152 with an average cost per unit of \$199,038. The total financial workforce housing tax incentive available to the project is estimated to be between \$75,768.72 and \$101,768.72.</p> <p>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.</p>		

Council Communication

The application fee of \$1,000 per dwelling unit will provide the \$4,000 needed 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 Welcome Homes Inc. for Lots 14, 15, 50 and 60, Fox Run Landing, Phase III.

Attachments

The Workforce Housing Tax Incentive Program application for Welcome Homes Inc. is attached.

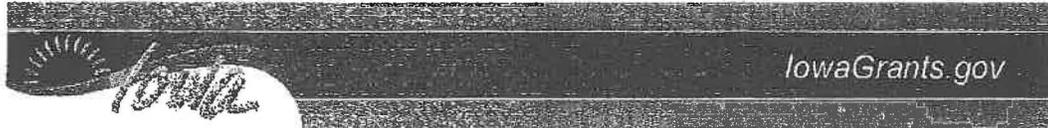
Submitted by: Brenda Carrico, Program Coordinator, Community Development Department
Approved by: Donald D. Gross, Director, Community Development Department



Workforce Housing Tax Incentive Program



**Welcome Homes, Inc.
WHTIP 16-006
Lots 14, 15, 50 & 60, Fox Run Landing, Phase III
November 2016**



Application

95226 - Workforce Housing Tax Incentive Program

185360 - Fox Run Landing Phase III Lots 14, 15, 50, 60

Workforce Housing Tax Credits

Status: Editing Submitted Date:

Applicant Information

Project Officer		Organization Information	
AnA User Id	LIZ.MCKEEVER@IOWAID	Organization Name:*	Welcome Homes, Inc
First Name*	Liz	Organization Type:*	For-Profit - Privately Held
	First Name Middle Name Last Name	DUNS:	
Title:		Organization Website:	www.customwelcomehomes.com
Email:*	Liz@customwelcomehomes.com	Address:	1032 Woodbury Ave
Address:*	1032 Woodbury Ave		
City*	Council Bluffs	Iowa	51503
	City	State/Province	Postal Code/Zip
Phone:*	712-328-8857		
	Phone	Ext.	
Program Area of Interest*	Workforce Housing Tax Credits	Phone:	Council Bluffs Iowa 51503 712-328-8857 State/Province Postal Code/Zip
Fax:	712-328-8906	Fax:	712-328-8906 Ext.

Cover Sheet-General Information

Authorized Official

Name* Mark McKeever
 Title* President
 Organization* Welcome Homes Inc
If you are an individual, please provide your First and Last Name.
 Address* 1032 Woodbury Ave

City/State/Zip* Council Bluffs Iowa 51503
 City State Zip

Telephone Number* 402-838-7320
 E-Mail* Liz@customwelcomehomes.com

Fiscal Officer/Agent

Please enter the "Fiscal Officer" for your Organization.

If you are an individual, please provide your First and Last Name.

11/1/2016

IowaGrants

Name* Liz McKeever
Title CFO
Organization Welcome Homes Inc
Address 1032 Woodbury Ave

City/State/Zip Council Bluffs Iowa 51503
City State Zip

Telephone Number 712-328-8857
E-Mail Liz@customwelcomehomes.com

County(ies) Participating, involved, or Affected by this Proposal* Pottawattamie County

Congressional District(s) Involved or Affected by this Proposal* 3rd - Rep David Young (R)
Congressional Map

Iowa Senate District(s) Involved or Affected by this Proposal* 8
District Map

Iowa House District(s) Involved or Affected by this Proposal* 16
District Map

Applicant Information

Applicant Name: (legal entity applying for award)* Welcome Homes Inc

Mr. Mark McKeever
Salutation Contact First Name Contact Last Name

President
Contact Title

1032 Woodbury Ave
Address

Council Bluffs Iowa 51503
City State Zip Code

712-328-8857 Liz@customwelcomehomes.com
Phone E-mail

Corporation
Entity Type

C127848 42-1488572
Iowa Secretary of State business number Federal Taxpayer ID number

Contact Information

Elected Official Council Bluffs
City or County

Mr. Matthew Walsh
Salutation First Name Last Name Suffix

Mayor
Title

209 Pearl St
Address

Address 2

Council Bluffs Iowa 51503
City State Zip +4

712-328-4601 mwalsh@councilbluffs-ia.gov
Phone Fax E-mail

Local Sponsor/Contact

Mr. Don Gross
Salutation First Name Last Name Suffix

Director, Community Development Department
Title

209 Pearl St
Address

Address 2

Council Bluffs Iowa 51503
City State Zip +4

712-328-4629 712-328-4915 dgross@councilbluffs-ia.gov
Phone Fax E-mail

Project Information

Project name or alias: Fox Run Landing Phase III Lots 14, 15, 50, 60

Project Address Lots 14, 15, 50, 60 Fox Run Landing Phase III
Address

Council Bluffs Iowa Pottawattamie County 51501
City State County Zip Code

Is the project seeking Low Income Housing Tax Credits (LIHTC)?

No

If yes, please indicate the amount of LIHTC eligible base:

\$0.00

Eligible projects under the Workforce Housing Tax Incentive Program must fall into one of four categories.

Category of proposed project: New const., rehab, repair, or redevelopment of dwelling units in distressed workforce housing community (Greenfield Development)

Has the IEDA designated the community where the project will take place as a distressed workforce housing community?

Yes

Please provide a brief description of the proposed housing development project: (500 character limit)

Fox Run Landing Phase III is a 83 lot subdivision. 16 lots are townhome lots and 47 lots are single family. Lots 14, 15, 50 and 60 are all single family lots. The development was started in 2014 but construction did not start until fall of 2015 with the majority of the housing starts in 2016. The subdivision is located in the south end of Council Bluffs, IA. The area has easy interstate access and is close to downtown Omaha.

Describe why assistance through the Workforce Housing Tax Credit program is needed for the

High development costs result in having to pay \$42,500 for the lots. It becomes difficult to build new construction housing for families in an affordable price range. The assistance

11/1/2016

IowaGrants

project to proceed.
(500 character limit)

provided from the program allows us the opportunity to provide a more economical home with nice amenities in an affordable price range.

Describe why the current housing market is not meeting the community's housing needs?
(500 character limit)

It is difficult to build any new construction in an affordable price range due to development costs and industry costs.

When completed and available for occupancy, will the units meet the United States Department of Housing and Urban Development's housing quality standards and all applicable

safety standards? Yes

Does the project include local matching funds for the project in an amount equal to at least \$1,000 per dwelling

unit to be developed? Yes

Type of local match: Cash

Does the project involve rehabilitation, repair, redevelopment or preservation of a historic property as defined in Iowa Code Section 404A.1(2)?

No

Proposed end date of project:

10/31/2019

The proposed project MUST be completed within three (3) years from date the project is registered by IEEDA.

Units

Housing Activity	Housing Activity	Unit Type	Unit Ownership	# of Units in Project
Activity #1	New const., rehab, repair, or redevelopment of dwelling units in distressed workforce housing community (Greenfield Development)	Single Family Detached	Owner Occupied	4
Activity #2				
Activity #3				
Activity #4				
Totals				4

WHTC-Budget

Total Tax Credit Award Amount \$0.00

Project Expenditures (RESIDENTIAL ONLY)

Expense	Expense Amount
Building Acquisition	\$0.00
Land Acquisition	\$170,000.00
Site Development (including demolition)	\$0.00
Construction (materials only)	\$262,812.00
Construction (labor and operations)	\$345,624.00

IowaGrants	
Architect/Engineer Fees	\$0.00
Building Permits and Fees	\$9,716.00
Construction Loan Interest	\$8,000.00
Sub-Total	\$796,152.00
All Other Soft Costs	\$0.00
Total	\$796,152.00

Cash Sources (UP-FRONT FUNDS ONLY)

Source	Amount	Status
WHTC Equity (Tax Credit Equity Only)	\$0.00	
LIHTC Equity (Tax Credit Equity Only)	\$0.00	
Historic Tax Credit Equity (State Tax Credit Equity Only)	\$0.00	
Historic Tax Credit Equity (Federal Tax Credit Equity Only)	\$0.00	
Brownfield/Grayfield Credit (Tax Credit Equity Only)	\$0.00	
HOME (Loan)	\$0.00	
HOME (Grant or Forgivable Loan)	\$0.00	
FHLB Affordable Housing Program (Loan)	\$0.00	
FHLB Affordable Housing Program (Grant or Forgivable Loan)	\$0.00	
USDA-RD (Loan)	\$0.00	
USDA-RD (Grant or Forgivable Loan)	\$0.00	
Local Match (Loan)	\$0.00	
Local Match (Grant or Forgivable Loan)	\$0.00	
Local Match (Property Tax Abatement or Refund)	\$0.00	
Local Match (In-kind)	\$0.00	
Developer (Cash or Equity)	\$172,000.00	Committed
Private Lender (Loan)	\$688,000.00	Committed
All Other Public Sources (Loan)	\$0.00	
All Other Public Sources (Grant or Forgivable Loan)	\$0.00	
Total	\$860,000.00	

Estimated Amount of Assistance

Source	Option A	Option B
Workforce Housing Tax Credit*	\$86,000.00	\$80,000.00
Sales Tax Refund (on materials only)	\$15,768.72	\$15,768.72
Total Estimated Workforce Housing Incentives:	\$101,768.72	\$75,768.72

Requested Award

Cost per Unit

NOTE: per unit cost cannot exceed \$200,000 per unit or \$250,000 per unit if project involves historic property as defined in Iowa Code Section 404A.(2).

Sub-Total Residential Costs (from above) \$796,152.00
 Number of Units: 4
 Cost per Unit: \$199,038.00

Is the applicant requesting a Sales Tax Refund for the project? Yes

If yes, is the applicant requesting a Sales Tax Refund for the project in an amount less than what is shown above (Estimated amount)? No

If Yes, enter revised amount requested: \$0.00

Is the applicant requesting Workforce Housing Tax Incentive Credits for the project? Yes

If yes, is the applicant requesting a Workforce Housing Tax Incentive for the project in an amount less than what is shown above (Estimated amount)? No

If Yes, enter revised amount requested: \$0.00

Acknowledgement

I understand amounts calculated are estimates based on initial application information provided to IEDA. Amounts of assistance estimated are maximum amounts and could be less depending on final project costs. Award amounts under the Workforce Housing Tax Incentive Program will not be increased should project costs increase.

I understand: Yes

I understand compliance fees imposed in Iowa code Section 15.330(12) shall apply to all Workforce Housing Tax Incentive Program agreements.

I understand: Yes

Required Attachments

Attachment	Description	File Name	Type	File Size
Resolution in support of the housing project by the community where the housing project will be located:				null
Documentation of local match to project:				null
Documentation of all secured funding sources for the project:				null
Project map:				null
Affidavit stating the Business has not, within the last 5-years, violated state or federal environmental and worker safety statutes, rules, and regulations: Download a sample affidavit here				null

Attachment 1

- **City Council Resolution**
(including documentation of local match)

RESOLUTION NO. _____

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 BLUFFS AND WELCOME HOMES INC. 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,** Welcome Homes Inc. proposes to construct four single-family units and has requested WHTIP benefits; and
- WHEREAS,** the projects are eligible for WHTIP under the category of "new construction, rehab, repair, or redevelopment of dwelling units in a distressed workforce housing community (Greenfield Development);" and
- WHEREAS,** the legal descriptions of the project locations are Lots 14, 15, 50 and 60, Fox Run Subdivision, Phase III, 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 Welcome Homes Inc. 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 Welcome Homes Inc. an eligible entity for WHTIP benefits.
- Section 2.0** The City Council approves the Welcome Homes Inc. 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 WHIP benefits is contingent upon Welcome Homes Inc. 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: _____, 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

Attachment 2

- Documentation of Secured Funding Sources

WELCOME HOMES, INC.

1032 Woodbury Ave Suite 2

Council Bluffs, IA 51503

Phone: (712) 328-8857

Fax: (712) 328-8906

Mark Cell (402) 639-7320

November 1, 2016

Re: Fox Run Landing Phase III Lots 14, 15, 50, 60
Application for Workforce Housing Tax Credits

To Whom It May Concern:

Welcome Homes, Inc has adequate cash reserves to fund the developer's equity of \$172,000 for lot purchase and construction of single family homes on the above-referenced lots. Feel free to contact me with any further questions.

Sincerely,



Liz McKeever
Chief Financial Officer
Welcome Homes, Inc.



October 28, 2016

Re: Welcome Homes, Inc. Loan Commitment
Workforce Housing Tax Credit
Fox Run Phase III – Lots 14, 15, 50 and 60

To Whom It May Concern:

Please accept this letter as proof that Welcome Homes, Inc. has been approved for construction financing in an amount up to \$900,000 (\$225,000 on each lot) for the purchase of the above lots and construction of single family homes on those lots. If you have any questions please feel free to contact me at the number below.

Sincerely,

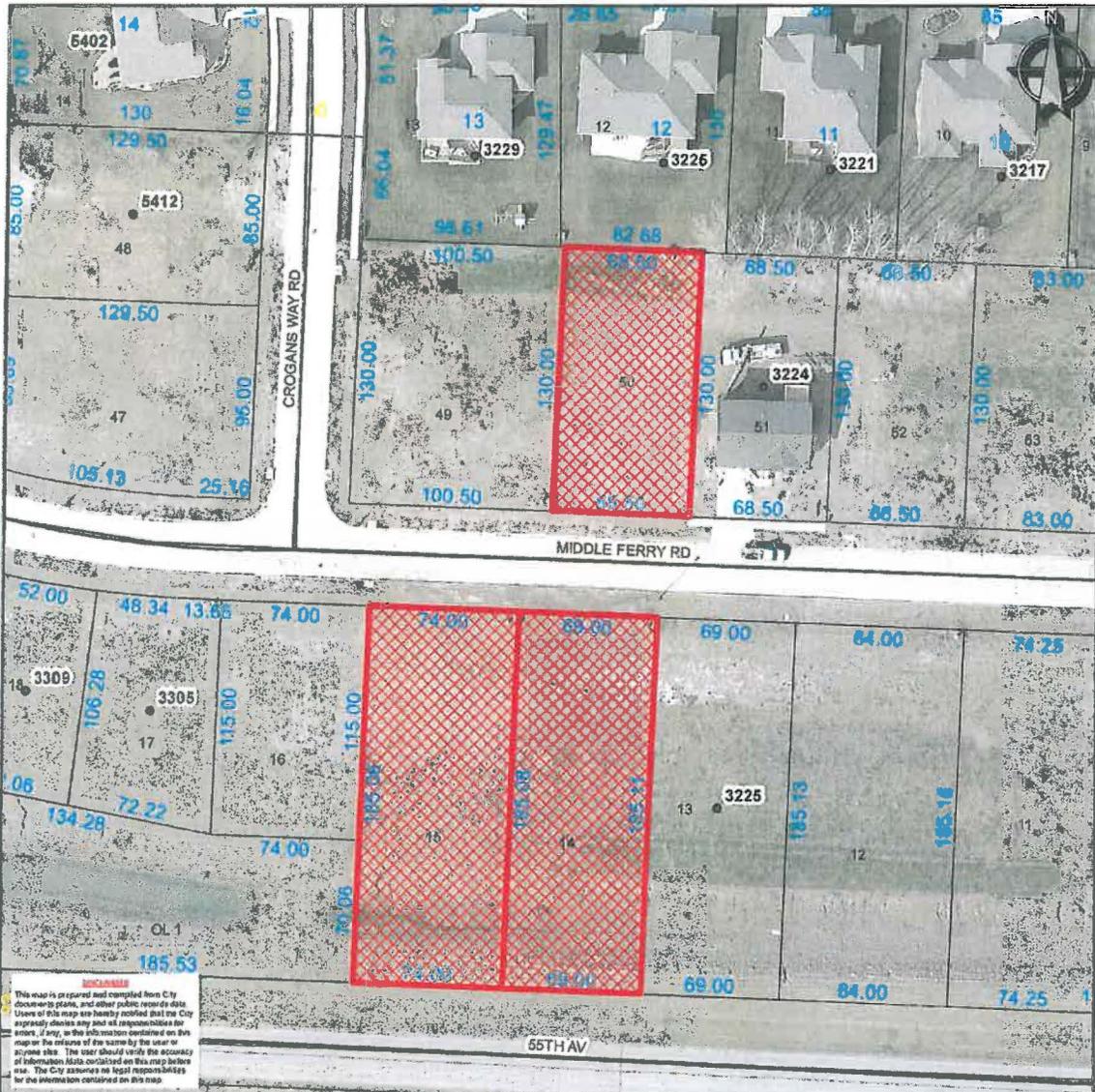
Wyatt Greenwood
Vice President
Midstates Bank
1851 Madison Avenue, Suite 732
Council Bluffs, IA 51503-3602
Phone: 712-388-0505
E-Mail: wgreenwood@msbna.com

206 No. Elm St. ♦ P.O. Box 68 ♦ Avoca, IA 51521
1851 Madison Ave., Suite 732 ♦ Council Bluffs, IA 51503-3602
35 Main Place, Suite 50 ♦ Council Bluffs, IA 51503
812 Durant St. ♦ P.O. Box 720 ♦ Harlan, IA 51537
321 East Eric St. ♦ P.O. Box 250 ♦ Missouri Valley, IA 51555
109 Maple ♦ P.O. Box 188 ♦ Mondamin, IA 51557
www.midstatesbank.com ♦ Member FDIC ♦ Equal Housing Lender

Bankability.
MEMBER FDIC

Attachment 3

- Project Maps and House Plan



CITY OF COUNCIL BLUFFS - WHTIP LOCATION MAP

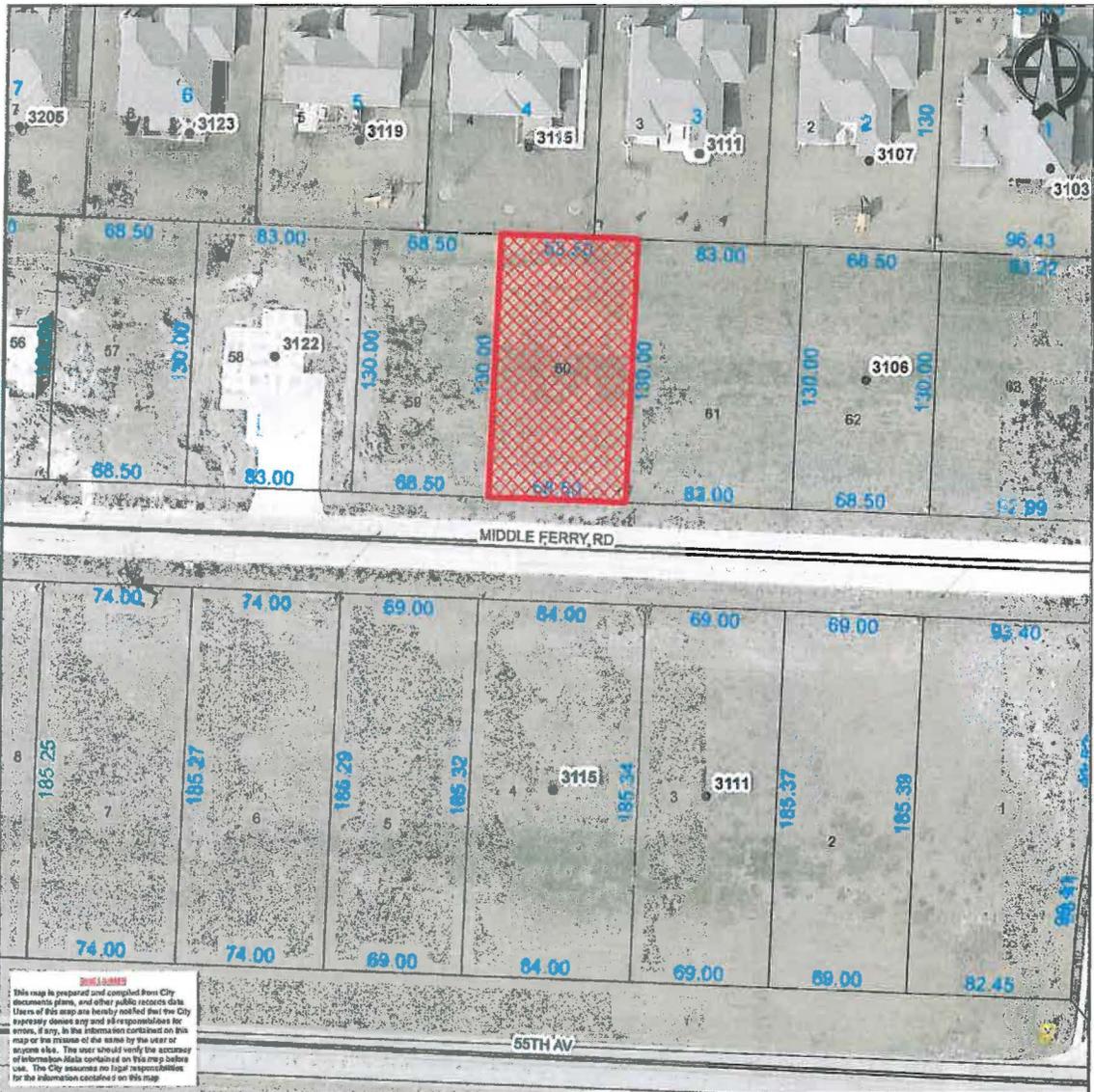


Legend	
	Lots 14, 15 and 50, Fox Run Landing Subdivision, Phase 3
	Parcels
	Address



Council Bluffs Community Development Dept.
 208 Pearl Street, Council Bluffs, IA 51503
 Telephone: (712) 328-4679

Last Amended: 11-2-16



CITY OF COUNCIL BLUFFS - WHTIP LOCATION MAP



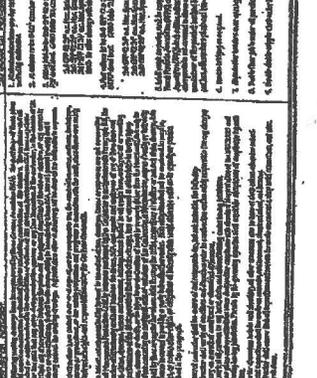
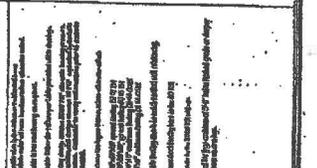
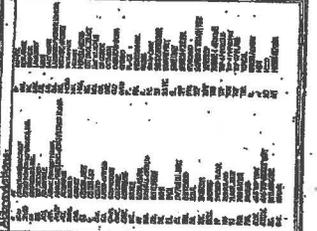
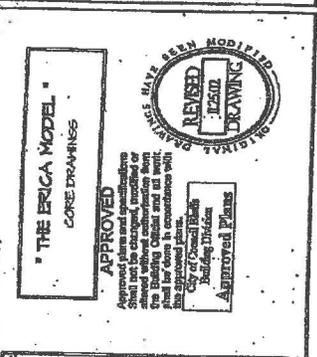
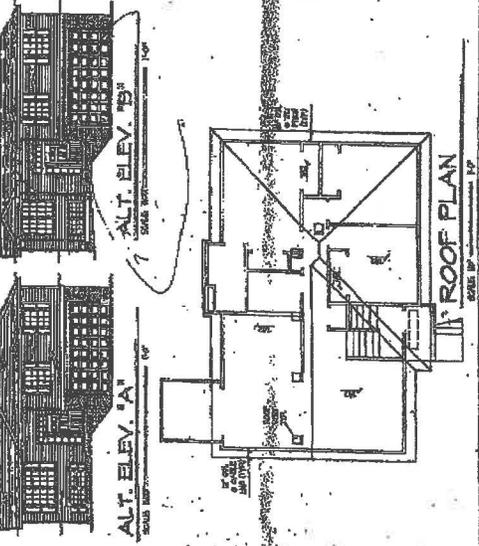
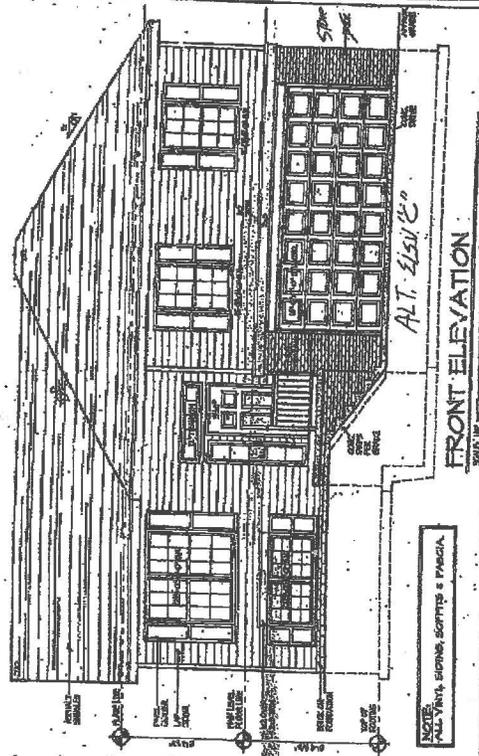
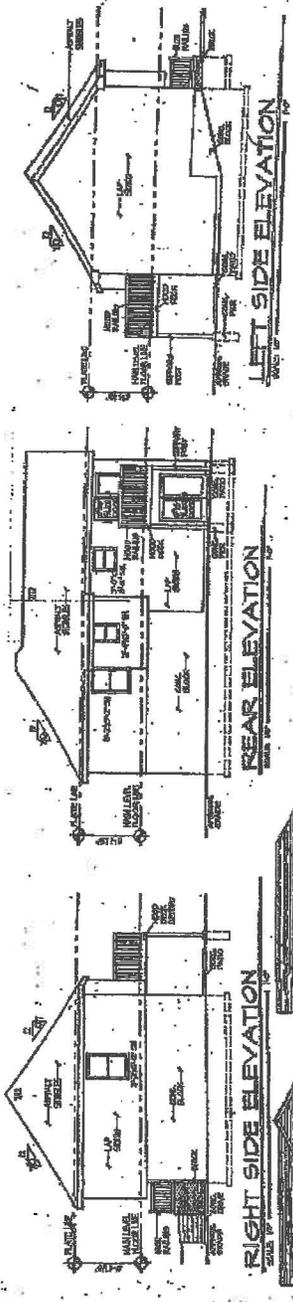
Legend

- Lot 60, Fox Run Landing Subdivision, Phase 3
- Parcels
- Address



Council Bluffs Community Development Dept.
 209 Paul Street, Council Bluffs, IA 51503
 Telephone: (712) 328-4629

Last Amended: 11-2-16



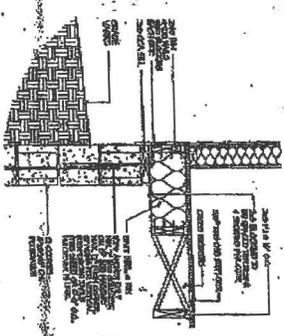
APPROVED
 "THE ERICA MODEL"
 CORE DRAWINGS
 APPROVED
 SHEET NOT TO BE CHANGED, MODIFIED OR
 REPRODUCED WITHOUT AUTHORIZATION FROM
 WELCOME HOMES, INC. ANY CHANGES
 SHALL BE DONE IN CONFORMANCE WITH
 THE APPROVED PLANS.
 City of Council Bluffs
 Building Division
 Approved Plans

NOTE: ALL VISITS, SOME, SOME, & FINISH.

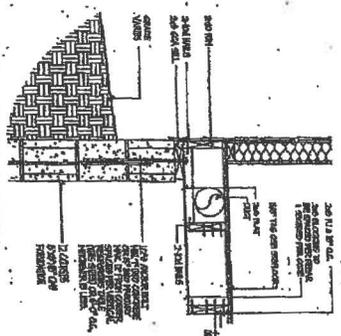
1. All dimensions are in feet and inches. Fractions shall be in eighths or sixteenths of an inch. Round off to nearest 1/8" or 1/16".
 2. All dimensions are to the center of the member unless otherwise noted.
 3. All dimensions are to the finished surface unless otherwise noted.
 4. All dimensions are to the exterior face of the member unless otherwise noted.
 5. All dimensions are to the interior face of the member unless otherwise noted.
 6. All dimensions are to the center of the member unless otherwise noted.
 7. All dimensions are to the finished surface unless otherwise noted.
 8. All dimensions are to the exterior face of the member unless otherwise noted.
 9. All dimensions are to the interior face of the member unless otherwise noted.
 10. All dimensions are to the center of the member unless otherwise noted.

ROOF & FLOOR SCHEDULE

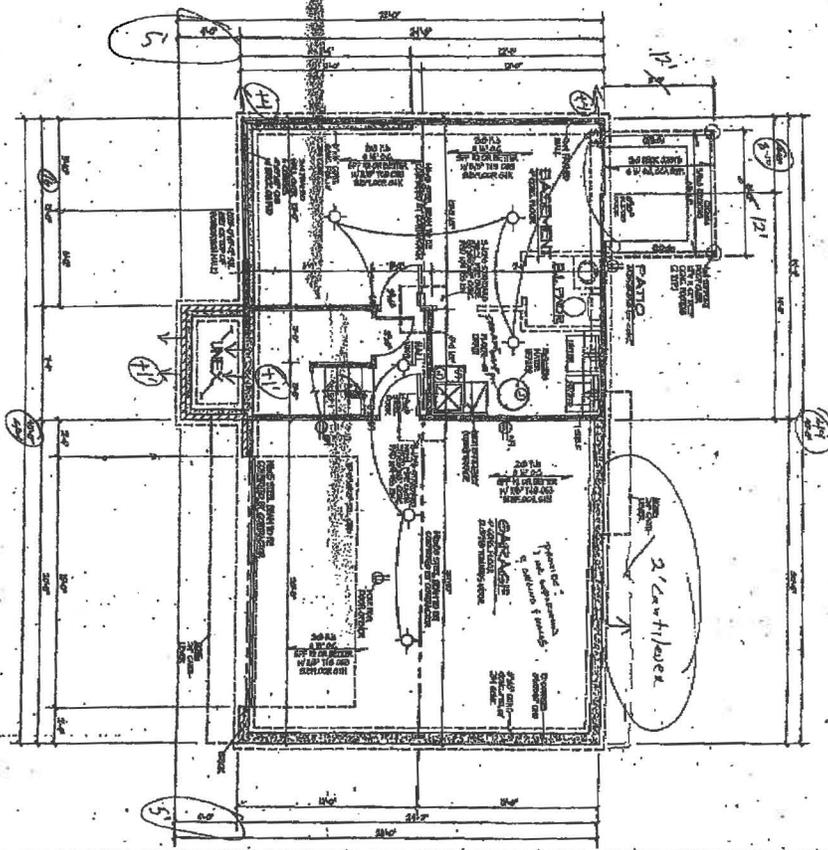
NO.	DESCRIPTION	THICKNESS	FINISH	NOTES
1	ROOF	4" CONCRETE	ASPH/FLT	
2	FLOOR	4" CONCRETE	ASPH/FLT	
3	FLOOR	4" CONCRETE	ASPH/FLT	
4	FLOOR	4" CONCRETE	ASPH/FLT	
5	FLOOR	4" CONCRETE	ASPH/FLT	
6	FLOOR	4" CONCRETE	ASPH/FLT	
7	FLOOR	4" CONCRETE	ASPH/FLT	
8	FLOOR	4" CONCRETE	ASPH/FLT	
9	FLOOR	4" CONCRETE	ASPH/FLT	
10	FLOOR	4" CONCRETE	ASPH/FLT	
11	FLOOR	4" CONCRETE	ASPH/FLT	
12	FLOOR	4" CONCRETE	ASPH/FLT	
13	FLOOR	4" CONCRETE	ASPH/FLT	
14	FLOOR	4" CONCRETE	ASPH/FLT	
15	FLOOR	4" CONCRETE	ASPH/FLT	
16	FLOOR	4" CONCRETE	ASPH/FLT	
17	FLOOR	4" CONCRETE	ASPH/FLT	
18	FLOOR	4" CONCRETE	ASPH/FLT	
19	FLOOR	4" CONCRETE	ASPH/FLT	
20	FLOOR	4" CONCRETE	ASPH/FLT	



TYP. BLOCKING SECTION



TYPICAL BLOCKING SECTION W/ HVAC



- FOUNDATION NOTES**
1. FOUNDATION LAYERS AND DIMENSIONS TO BE SHOWN ON ALL FOUNDATION WALLS AND FOUNDATION SLABS.
 2. FOUNDATION WALLS TO BE CONCRETE WITH REINFORCING BARS.
 3. FOUNDATION SLABS TO BE CONCRETE WITH REINFORCING BARS.
 4. ALL FOUNDATION WALLS AND SLABS TO BE FINISHED WITH 1/2\"/>

FOUNDATION PLAN



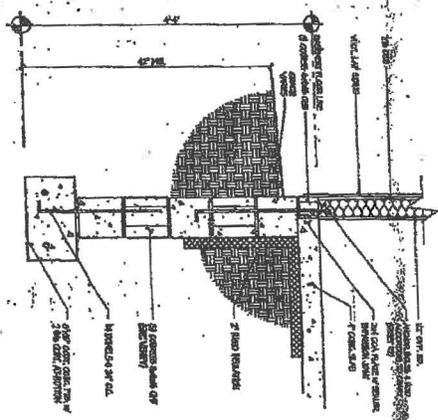

SCA
 STRUCTURAL CONSULTING ASSOCIATES
 1000 N. W. 10th Ave., Suite 1000
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 Website: www.scafla.com

Welcome Homes, Inc.
 60 Northwest Drive, Coral Shale, FL 33068
 Office: (772) 228-2000 Fax: (772) 228-4106
 COPYRIGHT 2002

FOUNDATION PLAN
SECTIONS

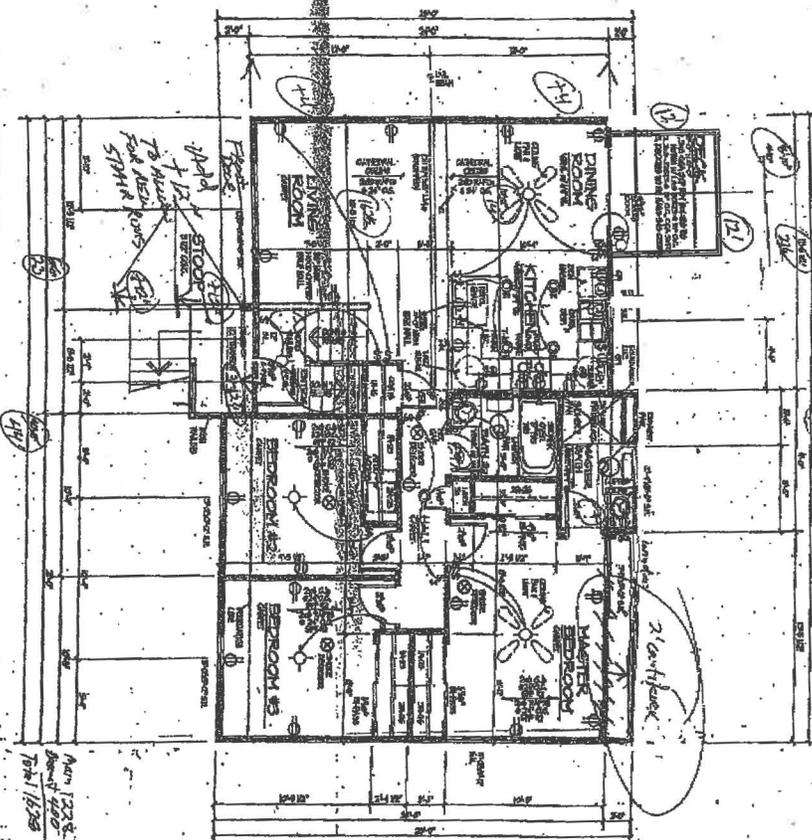
SHEET NO. 1
 OF 4
 DATE: 11/11/02

ELECTRICAL SYMBOL LEGEND	
	15 AMP CIRCUIT BREAKER
	20 AMP CIRCUIT BREAKER
	30 AMP CIRCUIT BREAKER
	40 AMP CIRCUIT BREAKER
	60 AMP CIRCUIT BREAKER
	100 AMP CIRCUIT BREAKER
	200 AMP CIRCUIT BREAKER
	400 AMP CIRCUIT BREAKER
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	1200 AMP CIRCUIT BREAKER
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	49500 AMP CIRCUIT BREAKER
	50000 AMP CIRCUIT BREAKER



- FRAMING NOTES:**
1. GENERAL FRAMING PERMITTED BY LOCAL CODES.
 2. ALL FRAMING TO BE PERFORMED BY A LICENSED CARPENTER.
 3. ALL FRAMING TO BE PERFORMED IN ACCORDANCE WITH THE 2000 INTERNATIONAL RESIDENTIAL CODE BOOK.
 4. ALL FRAMING TO BE PERFORMED IN ACCORDANCE WITH THE 2000 INTERNATIONAL RESIDENTIAL CODE BOOK.
 5. ALL FRAMING TO BE PERFORMED IN ACCORDANCE WITH THE 2000 INTERNATIONAL RESIDENTIAL CODE BOOK.
 6. ALL FRAMING TO BE PERFORMED IN ACCORDANCE WITH THE 2000 INTERNATIONAL RESIDENTIAL CODE BOOK.
 7. ALL FRAMING TO BE PERFORMED IN ACCORDANCE WITH THE 2000 INTERNATIONAL RESIDENTIAL CODE BOOK.
 8. ALL FRAMING TO BE PERFORMED IN ACCORDANCE WITH THE 2000 INTERNATIONAL RESIDENTIAL CODE BOOK.
 9. ALL FRAMING TO BE PERFORMED IN ACCORDANCE WITH THE 2000 INTERNATIONAL RESIDENTIAL CODE BOOK.
 10. ALL FRAMING TO BE PERFORMED IN ACCORDANCE WITH THE 2000 INTERNATIONAL RESIDENTIAL CODE BOOK.

3/4" MAIN LEVEL CEILING PLAN



<p>SCA STRUCTURAL CONSULTING ASSOCIATES 1000 N. W. 10th St. Fort Lauderdale, FL 33304 Tel: (954) 571-1100 Fax: (954) 571-1101</p>	<p>Welcome Homes, Inc. 50 Northeast Drive Council Bluffs, IA 51503, OFFICE (712)351-5506 FAX (712)206-8956 COPYRIGHT 2002</p>	<p>MAIN LEVEL FLOOR PLAN</p>	<p>SECTION 3 OF 4</p>
	<p>DATE: 12/28/01</p>	<p>SCALE: AS SHOWN</p>	<p>SECTION 3 OF 4</p>

REVISIONS TO BE MADE BY THE ARCHITECT
 REVISIONS TO BE MADE BY THE ARCHITECT
 REVISIONS TO BE MADE BY THE ARCHITECT
 REVISIONS TO BE MADE BY THE ARCHITECT

NO.	DATE	DESCRIPTION
1		
2		
3		

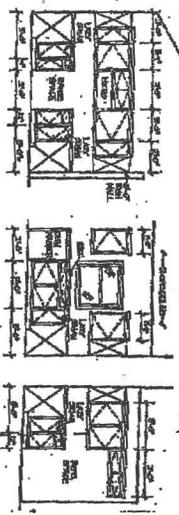
DATE: 01/13/03
 PROJECT: 0303
 DRAWING: 0303-01

NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.

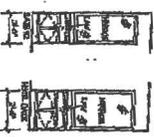
CATHEDRAL CEILING DETAIL



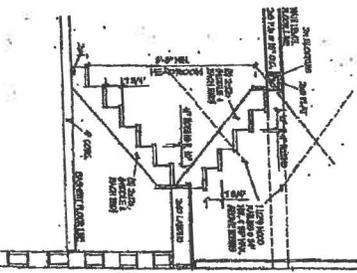
KITCHEN CABINET DETAILS



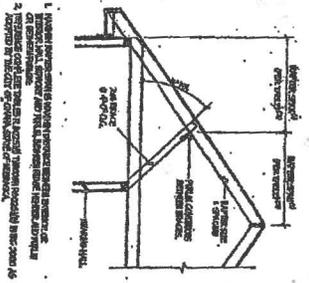
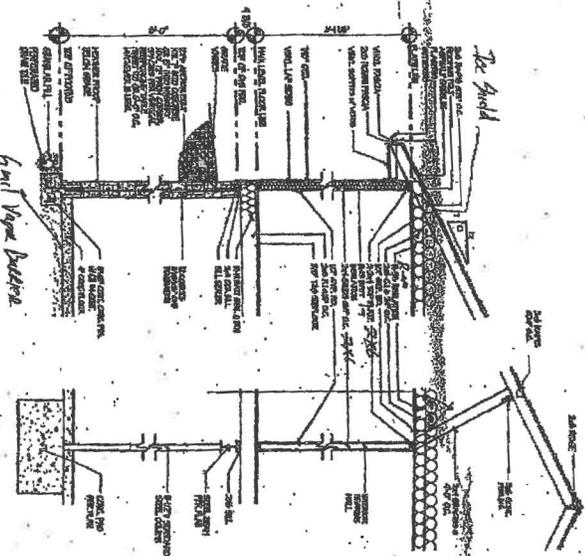
VANITY CABINET DETAILS



FAIR SECTION



TYPICAL WALL SECTION



Welcome Homes, Inc.

60 Northwest Drive, Council Bluffs, IA 51503 OFFICE 712/326-8036 FAX 712/326-8906
 COPYRIGHT 2002

INTERIOR ELEVATIONS
 SECTIONS

Attachment 4

- Safety Affidavit

Workforce Housing Tax Incentive Program Affidavit

State of Iowa
County of Pottawattamie

I, Mark McKeever, President, Welcome Homes, Inc., depose and say that I have examined the following statement and have found it to the best of my knowledge to be accurate and true.

Welcome Homes Inc. has not, within the last five years, violated state or federal statutes, rules, and regulations, including environmental and worker safety regulations, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment.

I have submitted a report detailing the circumstances of all such violations to the Economic Development Authority and such report represents a full and complete description of such circumstances.

I hereby certify that the information presented to the Iowa Economic Development Authority on 10/31/2016 is fully complete, true, and correct. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision, as provided in Iowa Code section 15A.3 and other applicable law.

Furthermore, I understand that providing false, misleading, or fraudulent information to the Board may result in civil and/or criminal liabilities and penalties against the Recipient and its representatives.

I further depose that the signature below is my own proper signature.

Mark McKeever, President 10-31-16
Signature Date
Mark McKeever, President
Welcome Homes, Inc

Subscribed and sworn to before me on this
31 day of OCTOBER, 2016

Jesse Skudler (Notary Public)
Pottawattamie County



My commission expires on 11/23/17

RESOLUTION NO. _____

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 BLUFFS AND WELCOME HOMES INC. 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,** Welcome Homes Inc. proposes to construct four single-family units and has requested WHTIP benefits; and
- WHEREAS,** the projects are eligible for WHTIP under the category of “new construction, rehab, repair, or redevelopment of dwelling units in a distressed workforce housing community (Greenfield Development);” and
- WHEREAS,** the legal descriptions of the project locations are Lots 14, 15, 50 and 60, Fox Run Landing, Phase III, 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 Welcome Homes Inc. 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 Welcome Homes Inc. an eligible entity for WHTIP benefits.
- Section 2.0** The City Council approves the Welcome Homes Inc. 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 WHTP benefits is contingent upon Welcome Homes Inc. 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: _____, 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

Departments: Community Development and Finance	Resolution No.: 16-	City Council: November 14, 2016
Subject/Title		
Annual Urban Renewal Report for Fiscal Year 2015-2016		
Background/Discussion		
<p>Since 2012, the City has been reporting on its urban renewal areas and providing information concerning active urban renewal areas and any associated tax increment financing (TIF) districts. The primary emphasis of this report is to provide more information about past use of TIF revenue and projected future use. The Department of Management (DOM) and the Legislative Services Agency collaborated on the design and implementation of a web-based reporting system.</p> <p>Copies of plans, amendments, resolutions and ordinances have to be loaded into the state website for the urban renewal areas currently in effect. This year's report covers the period of July 1, 2015 to June 30, 2016.</p> <p>In addition, the report asks for the following information:</p> <ul style="list-style-type: none"> • all projects in progress and those that were completed in the prior fiscal year, • all expenditures paid from TIF in the prior fiscal year, • the amount of outstanding debt payable from TIF, • the amount of new TIF debt incurred in the prior fiscal year, • details of each TIF rebate agreement, including the names of recipients, amount of rebate paid in the prior fiscal year and the number of new jobs created and the amount of private investment, • the total taxable valuation in the TIF area and the amount of that valuation claimed for TIF purposes, • a Public Building Analysis of any new projects that have begun using TIF revenue to fund the improvement of public (tax exempt) property; and • the amounts spent for improvements related to housing for low and moderate income families and the amounts spent for direct assistance to housing for such families. <p>The report must be approved by a majority vote of the City Council before being considered complete. The report is due December 1, 2016. If the December 1st deadline is missed, the City budget will not be allowed to be certified until the TIF report is filed and approved.</p> <p>The Community Development and Finance Departments collaborated on the completion of this report and have provided it for your review.</p>		
Staff Recommendation		
The Community Development and Finance Departments recommend approval of the Annual Urban Renewal Report for Fiscal Year 2015-2016.		
Attachment		
The Annual Urban Renewal Report for Fiscal Year 2015-2016 is attached.		

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

Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Levy Authority Summary

Local Government Name: COUNCIL BLUFFS
 Local Government Number: 78G732

Active Urban Renewal Areas	U.R. #	# of TIF Taxing Districts
COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL	78001	2
COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL	78029	1
COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL	78030	3
COUNCIL BLUFFS MANAWA BUSINESS PARK URBAN RENEWAL	78037	2
COUNCIL BLUFFS BARTS MOTEL URBAN RENEWAL	78038	1
COUNCIL BLUFFS MADISON-LINDBERG AVE URBAN RENEWAL	78043	1
COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL	78045	1
COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL	78046	3
COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL	78047	1
COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL	78048	1
COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL	78049	2
COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL	78052	1
COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL	78053	1
COUNCIL BLUFFS BLUFFS VISION URBAN RENEWAL	78054	0

TIF Debt Outstanding: 36,857,004

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015:		Amount of 07-01-2015 Cash Balance Restricted for LMI
	87,118	0
TIF Revenue:	4,845,542	
TIF Sp. Revenue Fund Interest:	0	
Property Tax Replacement Claims	0	
Asset Sales & Loan Repayments:	0	
Total Revenue:	4,845,542	
Rebate Expenditures:	3,240,899	
Non-Rebate Expenditures:	1,668,245	
Returned to County Treasurer:	0	
Total Expenditures:	4,909,144	
TIF Sp. Rev. Fund Cash Balance as of 06-30-2016:		Amount of 06-30-2016 Cash Balance Restricted for LMI
	23,516	0

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 31,924,344

Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL
 UR Area Number: 78001

UR Area Creation Date: 03/1969

UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1983 ORIG COUNCIL BLUFFS UR TIF INCREM	78144	78145	0
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1983 COUNCIL BLUFFS UR TIF INCREM	78147	78148	2,932,384

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,525,253	33,812,151	0	0	-7,408	38,329,996	0	38,329,996
Taxable	0	2,522,084	30,430,974	0	0	-7,408	32,945,650	0	32,945,650
Homestead Credits									23

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 15,325 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 111,259
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 111,259

Rebate Expenditures: 90,345
 Non-Rebate Expenditures: 36,239
 Returned to County Treasurer: 0
Total Expenditures: 126,584

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL

Former NonPareil Building

Description: 117 Pearl Street
Classification: Commercial - office properties
Physically Complete: Yes
Payments Complete: No

Hughes-Irons Work

Description: 149 & 153 West Broadway
Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:
Physically Complete: Yes
Payments Complete: No

125 West Broadway LLC

Description: 125 West Broadway
Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:
Physically Complete: No
Payments Complete: No

Parking lot behind the 100 block of West Broadway

Description: Parking lot behind the 100 block of West Broadway
Classification: Municipal and other publicly-owned or leased buildings
Physically Complete: No
Payments Complete: No

Former NonPareil Building #2

Description: 117 Pearl Street
Classification: Commercial - office properties
Physically Complete: Yes
Payments Complete: No

Major Realty, LLC (assigned to PCDC)

Description: 148 West Broadway
Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:
Physically Complete: No
Payments Complete: No

Debts/Obligations For COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL

10 YEAR - 80% Rebate - Nonpareil Bldg

Debt/Obligation Type:	Rebates
Principal:	268,326
Interest:	0
Total:	268,326
Annual Appropriation?:	Yes
Date Incurred:	11/24/2010
FY of Last Payment:	2020

15 Yr - 85% Rebate - MAX \$625,000- Hughes Iron Bldg

Debt/Obligation Type:	Rebates
Principal:	456,653
Interest:	0
Total:	456,653
Annual Appropriation?:	Yes
Date Incurred:	11/26/2011
FY of Last Payment:	2027

15 yr 80% rebate, Max \$900,000 Sawyer Bldg

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	08/24/2013
FY of Last Payment:	2032

4 year internal loan

Debt/Obligation Type:	Internal Loans
Principal:	80,986
Interest:	0
Total:	80,986
Annual Appropriation?:	No
Date Incurred:	07/21/2013
FY of Last Payment:	2018

20 year internal loan

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No

Date Incurred: 09/28/2007
FY of Last Payment: 2031

2 payments, \$75,000 max Major Realty

Debt/Obligation Type: Other Debt
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes
Date Incurred: 12/15/2014
FY of Last Payment: 2018

Non-Rebates For COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL

TIF Expenditure Amount:	36,239
Tied To Debt:	4 year internal loan
Tied To Project:	Parking lot behind the 100 block of West Broadway

Rebates For COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL

Former NonPareil Building

TIF Expenditure Amount: 30,353
Rebate Paid To: AMERICAN NATIONAL BANK
Tied To Debt: 15 Yr - 85% Rebate - MAX
\$625,000- Hughes Iron Bldg
Tied To Project: Hughes-Irons Work
Projected Final FY of Rebate: 2020

Hughes-Irons Work

TIF Expenditure Amount: 59,992
Rebate Paid To: Hughes-Iron Facilities Corporation
Tied To Debt: 15 yr 80% rebate, Max \$900,000
Sawyer Bldg
Tied To Project: 125 West Broadway LLC
Projected Final FY of Rebate: 2027

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL (78001)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1983 ORIG COUNCIL BLUFFS
 UR TIF INCREM
 TIF Taxing District Inc. Number: 78145
 TIF Taxing District Base Year: 1983
 FY TIF Revenue First Received: 1983
 Subject to a Statutory end date? No

	Slum	UR Designation 03/1969
	Blighted	03/1969
	Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	1,688,134	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS ORIGINAL 1983 MALL URBAN RENEWAL (78001)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1983 COUNCIL BLUFFS UR TIF
 INCREM
 TIF Taxing District Inc. Number: 78148
 TIF Taxing District Base Year: 1983
 FY TIF Revenue First Received: 1985
 Subject to a Statutory end date? No

	Slum	UR Designation 03/1969
	Blighted	03/1969
	Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,525,253	33,812,151	0	0	-7,408	38,329,996	0	38,329,996
Taxable	0	2,522,084	30,430,974	0	0	-7,408	32,945,650	0	32,945,650
Homestead Credits									23

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	20,116,497	18,220,907	2,932,384	15,288,523	580,071

FY 2016 TIF Revenue Received: 111,259

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL
 UR Area Number: 78029

UR Area Creation Date: 10/1987

UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1987 COUNCIL BLUFFS WEST BROADWAY UR TIF INCREM	78149	78150	10,634,749

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,230,280	62,028,583	0	0	-14,816	65,244,047	0	65,244,047
Taxable	0	1,800,344	55,825,778	0	0	-14,816	57,611,306	0	57,611,306
Homestead Credits									23

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 67,481 **Amount of 07-01-2015 Cash Balance Restricted for LMI:** 0

TIF Revenue: 403,379
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 403,379

Rebate Expenditures: 0
 Non-Rebate Expenditures: 470,860
 Returned to County Treasurer: 0
Total Expenditures: 470,860

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI:** 0

Projects For COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL

West Broadway Site Development

Description: 34th Street-MEK (acquisition & demolition)
Classification: Acquisition of property
Physically Complete: Yes
Payments Complete: No

Bunge Property

Description: Site acquisition & demolition of Bunge Properties
Classification: Acquisition of property
Physically Complete: No
Payments Complete: No

3141 & 3143 West Broadway (Phillips)

Description: Site acquisition & demolition of the Phillips property
Classification: Acquisition of property
Physically Complete: No
Payments Complete: No

3317 West Broadway (Razzle Dazzle)

Description: Site acquisition & demolition of the Razzle Dazzle
Classification: Acquisition of property
Physically Complete: No
Payments Complete: No

3341 West Broadway (Paul's bike Shop)

Description: Site acquisition & demolition of Paul's Bike Shop
Classification: Acquisition of property
Physically Complete: No
Payments Complete: No

DD West Broadway LLC (22nd & Broadway)

Description: Rebate TIF
Classification: Commercial - retail
Physically Complete: No
Payments Complete: No

Debts/Obligations For COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL

DD West Broadway LLC (22nd & Broadway)

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	04/07/2014
FY of Last Payment:	2026

Bunge property

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,407,282
Interest:	0
Total:	3,407,282
Annual Appropriation?:	Yes
Date Incurred:	01/01/2012
FY of Last Payment:	2022

Internal loan - Bunge Property

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/18/2013
FY of Last Payment:	2020

Non-Rebates For COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL

TIF Expenditure Amount:	470,860
Tied To Debt:	Bunge property
Tied To Project:	Bunge Property

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS WEST BROADWAY 1987 URBAN RENEWAL (78029)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/1987 COUNCIL BLUFFS WEST BROADWAY UR TIF INCREM
 TIF Taxing District Inc. Number: 78150
 TIF Taxing District Base Year: 1987
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? No

	Slum	UR Designation
	Blighted	10/1987
	Economic Development	10/1987
		No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,230,280	62,028,583	0	0	-14,816	65,244,047	0	65,244,047
Taxable	0	1,800,344	55,825,778	0	0	-14,816	57,611,306	0	57,611,306
Homestead Credits									23

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	35,494,586	29,764,277	10,634,749	19,129,528	725,805

FY 2016 TIF Revenue Received: 403,379

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL
 UR Area Number: 78030

UR Area Creation Date: 05/2001

UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS MARCC UR TIF INCREM	78252	78253	41,265,842
COUNCIL BLUFFS CITY AG/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS MARCC UR TIF INCREM	78254	78255	0
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS MARCC AMENDED UR TIF INCREM	78305	78306	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	50,107,058	0	0	0	50,107,058	0	50,107,058
Taxable	0	0	45,096,353	0	0	0	45,096,353	0	45,096,353
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 1,565,690
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,565,690

Rebate Expenditures: 1,560,623
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 1,560,623

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 5,067 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL

BASS PRO DEVELOPMENT

Description: BASS PRO RETAIL CENTER
Classification: Commercial - retail
Physically Complete: Yes
Payments Complete: No

BASS PRO DEVELOPMENT

Description: BASS PRO RETAIL CENTER
Classification: Commercial - retail
Physically Complete: Yes
Payments Complete: No

Debts/Obligations For COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL

BASS PRO DEVELOPMENT

Debt/Obligation Type:	Rebates
Principal:	6,299,665
Interest:	0
Total:	6,299,665
Annual Appropriation?:	Yes
Date Incurred:	06/29/2007
FY of Last Payment:	2022

MAC CENTER DEVELOPMENT

Debt/Obligation Type:	Rebates
Principal:	5,473,172
Interest:	0
Total:	5,473,172
Annual Appropriation?:	No
Date Incurred:	11/19/2005
FY of Last Payment:	2016

Rebates For COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL

MIDAMERICAN CENTER 1 ARENA WAY

TIF Expenditure Amount: 773,165
Rebate Paid To: IOWA WEST FOUNDATION
Tied To Debt: BASS PRO DEVELOPMENT
Tied To Project: BASS PRO DEVELOPMENT
Projected Final FY of Rebate: 2016

2901 BASS PRO DRIVE

TIF Expenditure Amount: 787,458
Rebate Paid To: BASS PRO TRUSTEE
Tied To Debt: BASS PRO DEVELOPMENT
Tied To Project: BASS PRO DEVELOPMENT
Projected Final FY of Rebate: 2022

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL (78030)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS
 MARCC UR TIF INCREM
 TIF Taxing District Inc. Number: 78253
 TIF Taxing District Base Year: 2000
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/2001

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	50,107,058	0	0	0	50,107,058	0	50,107,058
Taxable	0	0	45,096,353	0	0	0	45,096,353	0	45,096,353
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	1,614,045	45,096,353	41,265,842	3,830,511	145,336

FY 2016 TIF Revenue Received: 1,565,690

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL (78030)
 TIF Taxing District Name: COUNCIL BLUFFS CITY AG/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS
 MARCC UR TIF INCREM
 TIF Taxing District Inc. Number: 78255
 TIF Taxing District Base Year: 2000
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		05/2001

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	1,313	0	0	0	0

FY 2016 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARCC 2000 URBAN RENEWAL (78030)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2000 COUNCIL BLUFFS
 MARCC AMENDED UR TIF INCREM
 TIF Taxing District Inc. Number: 78306
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

	UR Designation
Slum	No
Blighted	No
Economic Development	05:2001

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	26,000,000	0	0	0	0

FY 2016 TIF Revenue Received: 0

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Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MANAWA BUSINESS PARK URBAN RENEWAL
 UR Area Number: 78037

UR Area Creation Date: 12/2001

UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY AG/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS MANAWA BUSINESS PARK UR TIF INCREM	78281	78282	0
COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS MANAWA BUSINESS PARK UR TIF INCREM	78283	78284	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016:	0	0	Amount of 06-30-2016 Cash Balance Restricted for LMI
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Plan and area repealed 12/14/16 by resolution 15-329 and TIF district repealed by ordinance 6264 on 1/25/16.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MANAWA BUSINESS PARK URBAN RENEWAL (78037)
 TIF Taxing District Name: COUNCIL BLUFFS CITY AG/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS
 MANAWA BUSINESS PARK UR TIF INCREM
 TIF Taxing District Inc. Number: 78282
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received:
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2025

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		12/2001

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	12,740	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MANAWA BUSINESS PARK URBAN RENEWAL (78037)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS
 MANAWA BUSINESS PARK UR TIF INCREM
 TIF Taxing District Inc. Number: 78284
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received:
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2025

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		12/2001

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	29,680	0	0	0	0

FY 2016 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS BARTS MOTEL URBAN RENEWAL
 UR Area Number: 78038

UR Area Creation Date: 02/2003

UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS BARTS MOTEL UR TIF INCREM	78285	78286	1,991,500

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,088,409	0	0	0	4,088,409	0	4,088,409
Taxable	0	0	3,679,568	0	0	0	3,679,568	0	3,679,568
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Plan and area repealed on 9-28-15 by resolution 15-259 and the ordinance was repealed on 10-12-15 by ordinance 6244.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS BARTS MOTEL URBAN RENEWAL (78038)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2003 COUNCIL BLUFFS BARTS MOTEL UR TIF INCREM
 TIF Taxing District Inc. Number: 78286
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2013

	Slum	UR Designation
	Blighted	02:2003
	Economic Development	02:2003
		No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,088,409	0	0	0	4,088,409	0	4,088,409
Taxable	0	0	3,679,568	0	0	0	3,679,568	0	3,679,568
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	314,011	3,679,568	1,991,500	1,688,068	55,795

FY 2016 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MADISON-LINDBERG AVE URBAN RENEWAL
 UR Area Number: 78043

UR Area Creation Date: 01/2005

UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2005 COUNCIL BLUFFS MADISON LINDBERG AVE UR TIF INCREM	78297	78298	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Urban renewal area and TIF district were repealed effective June 30, 2013.

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Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MADISON-LINDBERG AVE URBAN RENEWAL (78043)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2005 COUNCIL BLUFFS
 MADISON LINDBERG AVE UR TIF INCREM
 TIF Taxing District Inc. Number: 78298
 TIF Taxing District Base Year: 2005
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2015

	Slum	UR Designation
	Blighted	01/2005
	Economic Development	01/2005
		No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	34,067	0	0	0	0

FY 2016 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL
 UR Area Number: 78045

UR Area Creation Date: 04/2007

UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CO BLUFFS CITY/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS MARKETPLACE UR TIF INCREM	78319	78320	18,104,550

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	24,132,418	0	0	0	24,132,418	0	24,132,418
Taxable	0	0	21,719,175	0	0	0	21,719,175	0	21,719,175
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI** 0

TIF Revenue: 598,408
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 598,408

Rebate Expenditures: 17,033
 Non-Rebate Expenditures: 581,375
 Returned to County Treasurer: 0
Total Expenditures: 598,408

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI** 0

Projects For COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL

Legacy Council Bluffs Marketplace, LLC

Description:	Rebate TIF
Classification:	Commercial - retail
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL

60% rebate for FY13-14, 90% rebate thereafter, maximum \$8.75 million

Debt/Obligation Type:	Rebates
Principal:	1,579,501
Interest:	0
Total:	1,579,501
Annual Appropriation?:	Yes
Date Incurred:	08/24/2013
FY of Last Payment:	2029

Iowa Finance Authority Economic Dev Bonds

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	5,950,000
Interest:	3,342,546
Total:	9,292,546
Annual Appropriation?:	Yes
Date Incurred:	05/20/2015
FY of Last Payment:	2029

Non-Rebates For COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL

TIF Expenditure Amount:	581,375
Tied To Debt:	Iowa Finance Authority Economic Dev Bonds
Tied To Project:	Legacy Council Bluffs Marketplace, LLC

Rebates For COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL

3271 MARKETPLACE DRIVE

TIF Expenditure Amount:	17,033
Rebate Paid To:	LEGACY COUNCIL BLUFFS MARKET PLACE llc
Tied To Debt:	60% rebate for FY13-14, 90% rebate thereafter, maximum \$8.75 million
Tied To Project:	Legacy Council Bluffs Marketplace, LLC
Projected Final FY of Rebate:	2029

A NEW REDEVELOPMENT AGREEMENT WAS SIGNED IN AUGUST 2013 WITH LEGACY COUNCIL BLUFFS MARKETPLACE LLC. FOR TAX INCREMENT FISCAL YEARS 2015 THROUGH 2029, THE TAX INCREMENT RATE IS 90% NOT TO EXCEED \$8,750,000.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS MARKET PLACE URBAN RENEWAL (78045)
 TIF Taxing District Name: CO BLUFFS CITY/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS MARKETPLACE UR TIF INCREM
 TIF Taxing District Inc. Number: 78320
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

Slum	No
Blighted	No
Economic Development	04/2007

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	24,132,418	0	0	0	24,132,418	0	24,132,418
Taxable	0	0	21,719,175	0	0	0	21,719,175	0	21,719,175
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	37,940	21,719,175	18,104,550	3,614,625	119,474

FY 2016 TIF Revenue Received: 598,408

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL
 UR Area Number: 78046

UR Area Creation Date: 06/2003

UR Area Purpose: Removal of slum and blight

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2006 COUNCIL BLUFFS PLAYLAND PARK UR TIF INCREM	78315	78316	9,299,963
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2010 COUNCIL BLUFFS PLAYLAND PARK AMEND UR TIF INCREM	78331	78332	0
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2013 COUNCIL BLUFFS PLAYLAND PARK AMEND #3 UR TIF INCREM	78347	78348	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	11,700,000	0	0	0	11,700,000	0	11,700,000
Taxable	0	0	10,530,000	0	0	0	10,530,000	0	10,530,000
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI** 0

TIF Revenue: 352,856
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 352,856

Rebate Expenditures: 235,665
 Non-Rebate Expenditures: 107,056
 Returned to County Treasurer: 0
Total Expenditures: 342,721

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 10,135 **Amount of 06-30-2016 Cash Balance Restricted for LMI** 0

Projects For COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL

Riverfront Apartments

Description: Rebate TIF
Commercial - apartment/condos (residential use, classified
Classification: commercial)
Physically Complete: Yes
Payments Complete: No

Playland Park Property Acquisition

Description: Acquisition and demolition of blighted properties
Classification: Acquisition of property
Physically Complete: Yes
Payments Complete: No

Playland Park Infrastructure

Description: Construction of municipal infrastructure
Classification: Water treatment plants, waste treatment plants & lagoons
Physically Complete: No
Payments Complete: No

HDR Planning & Design

Description: Planning & Design
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: Yes

Debts/Obligations For COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL

10 YEAR 60% REBATE

Debt/Obligation Type:	Rebates
Principal:	1,105,342
Interest:	0
Total:	1,105,342
Annual Appropriation?:	No
Date Incurred:	06/29/2007
FY of Last Payment:	2022

GO BONDS 2010C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,005,398
Interest:	228,875
Total:	1,234,273
Annual Appropriation?:	No
Date Incurred:	07/30/2010
FY of Last Payment:	2025

HDR Planning & Design

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	01/21/2014
FY of Last Payment:	2015

**Non-Rebates For COUNCIL BLUFFS PLAYLAND PARK URBAN
RENEWAL**

TIF Expenditure Amount:	107,056
Tied To Debt:	GO BONDS 2010C
Tied To Project:	Riverfront Apartments

Rebates For COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL

113 S. 38TH STREET

TIF Expenditure Amount:	235,665
Rebate Paid To:	RIVER PARK APARTMENTS
Tied To Debt:	10 YEAR 60% REBATE
Tied To Project:	Riverfront Apartments
Projected Final FY of Rebate:	2019

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL (78046)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2006 COUNCIL BLUFFS PLAYLAND PARK UR TIF INCREM
 TIF Taxing District Inc. Number: 78316
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? No

	Slum	UR Designation
	Blighted	06/2003
	Economic Development	06/2003
		No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	11,700,000	0	0	0	11,700,000	0	11,700,000
Taxable	0	0	10,530,000	0	0	0	10,530,000	0	10,530,000
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	808,462	10,530,000	9,299,963	1,230,037	46,670

FY 2016 TIF Revenue Received: 352,856

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL (78046)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2010 COUNCIL BLUFFS PLAYLAND PARK AMEND UR TIF INCREM
 TIF Taxing District Inc. Number: 78332
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	1,495	0	0	0	0

FY 2016 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS PLAYLAND PARK URBAN RENEWAL (78046)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2013 COUNCIL BLUFFS
 PLAYLAND PARK AMEND #3 UR TIF INCREM
 TIF Taxing District Inc. Number: 78348

TIF Taxing District Base Year:	2013		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	91,831	0	0	0	0

FY 2016 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL
 UR Area Number: 78047

UR Area Creation Date: 02/2007

UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2007 COUNCIL BLUFFS HAWKEYE HEIGHTS UR TIF INCREM	78317	78318	2,648,852

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	7,130,000	0	0	0	7,130,000	0	7,130,000
Taxable	0	0	6,417,000	0	0	0	6,417,000	0	6,417,000
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI** 0

TIF Revenue: 100,502
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 100,502

Rebate Expenditures: 100,502
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 100,502

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI** 0

Projects For COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL

Council Bluffs Retirement

Description:	Rebate TIF
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL

10 YEAR 65% YEAR 1 - 50% YEAR 2-10

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	03/10/2007
FY of Last Payment:	2019

Rebates For COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL

PRIMROSE RETIREMENT COMMUNITY

TIF Expenditure Amount:	100,502
Rebate Paid To:	TSMM Management, LLC
Tied To Debt:	10 YEAR 65% YEAR 1 - 50% YEAR 2-10
Tied To Project:	Council Bluffs Retirement
Projected Final FY of Rebate:	2019

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS HAWKEYE HEIGHTS URBAN RENEWAL (78047)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2007 COUNCIL BLUFFS
 HAWKEYE HEIGHTS UR TIF INCREM

TIF Taxing District Inc. Number: 78318
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2027

Slum	UR Designation
Blighted	No
Economic Development	No
	02/2007

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	7,130,000	0	0	0	7,130,000	0	7,130,000
Taxable	0	0	6,417,000	0	0	0	6,417,000	0	6,417,000
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	156,234	6,417,000	2,648,852	3,768,148	142,969

FY 2016 TIF Revenue Received: 100,502

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Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL
 UR Area Number: 78048

UR Area Creation Date: 06/1998

UR Area Purpose: Slum and blight

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY:COUNCIL BLUFFS SCH/2007 COUNCIL BLUFFS SOUTH MAIN UR TIF INCREM	78321	78322	3,461,867

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,587,628	12,638,293	18,043,375	0	-9,260	35,260,036	0	35,260,036
Taxable	0	2,556,846	11,374,485	16,239,038	0	-9,260	30,161,109	0	30,161,109
Homestead Credits									30

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 4,312 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 131,273
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 131,273

Rebate Expenditures: 59,288
 Non-Rebate Expenditures: 70,000
 Returned to County Treasurer: 0
Total Expenditures: 129,288

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 6,297 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL

Prime Square

Description: Rebate TIF
Classification: Low and Moderate Income Housing
Physically Complete: Yes
Payments Complete: No

719 South Main Street

Description: Rebate TIF
Classification: Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete: No
Payments Complete: No

Debts/Obligations For COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL

10 YEAR 60% REBATE

Debt/Obligation Type:	Rebates
Principal:	239,295
Interest:	0
Total:	239,295
Annual Appropriation?:	No
Date Incurred:	10/22/2005
FY of Last Payment:	2019

2 payments, \$70,000 maximum

Debt/Obligation Type:	Other Debt
Principal:	70,000
Interest:	0
Total:	70,000
Annual Appropriation?:	No
Date Incurred:	08/11/2014
FY of Last Payment:	2016

Non-Rebates For COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL

TIF Expenditure Amount:	70,000
Tied To Debt:	2 payments, \$70,000 maximum
Tied To Project:	719 South Main Street

Rebates For COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL

PRIME SQUARE SENIOR LIVING

TIF Expenditure Amount:	59,288
Rebate Paid To:	CBIA LLLP
Tied To Debt:	10 YEAR 60% REBATE
Tied To Project:	Prime Square
Projected Final FY of Rebate:	2016

♣ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

The beginning fund balance was changed to reflect the conversion to accrual accounting.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS SOUTH MAIN URBAN RENEWAL (78048)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2007 COUNCIL BLUFFS SOUTH MAIN UR TIF INCREM
 TIF Taxing District Inc. Number: 78322

TIF Taxing District Base Year:	2007		UR Designation
FY TIF Revenue First Received:	2010	Slum	06/1998
Subject to a Statutory end date?	No	Blighted	06/1998
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,587,628	12,638,293	18,043,375	0	-9,260	35,260,036	0	35,260,036
Taxable	0	2,556,846	11,374,485	16,239,038	0	-9,260	30,161,109	0	30,161,109
Homestead Credits									30

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	30,295,901	4,973,395	3,461,867	1,511,528	57,350

FY 2016 TIF Revenue Received: 131,273

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL
 UR Area Number: 78049

UR Area Creation Date: 02/2006

UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CO BLUFFS CITY/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS OLD AIRPORT UR TIF INCREM	78323	78324	38,233,823
CO BLUFFS CITY AG/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS OLD AIRPORT UR TIF INCREM	78329	78330	0

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	65,213,728	0	0	0	65,213,728	0	65,213,728
Taxable	0	0	58,692,355	0	0	0	58,692,355	0	58,692,355
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI** 0

TIF Revenue: 1,236,607
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,236,607

Rebate Expenditures: 833,892
 Non-Rebate Expenditures: 402,715
 Returned to County Treasurer: 0
Total Expenditures: 1,236,607

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI** 0

Projects For COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL

Metro Crossing, LLC

Description:	Rebate TIF
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL

10 YEAR - MAXIMUM \$7,300,000

Debt/Obligation Type:	Rebates
Principal:	833,892
Interest:	0
Total:	833,892
Annual Appropriation?:	No
Date Incurred:	06/29/2007
FY of Last Payment:	2022

GO BONDS 2007B

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	04/29/2007
FY of Last Payment:	2025

PUMP STATION OVERRUN

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	10/25/2008
FY of Last Payment:	2016

Non-Rebates For COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL

TIF Expenditure Amount:	402,715
Tied To Debt:	GO BONDS 2007B
Tied To Project:	Metro Crossing, LLC

Rebates For COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL

METRO CROSSING SHOPPING CENTER

TIF Expenditure Amount:	833,892
Rebate Paid To:	KIMCO METRO CROSSING LP
Tied To Debt:	10 YEAR - MAXIMUM \$7,300,000
Tied To Project:	Metro Crossing, LLC
Projected Final FY of Rebate:	2022

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL (78049)
 TIF Taxing District Name: CO BLUFFS CITY/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS OLD AIRPORT UR TIF INCREM
 TIF Taxing District Inc. Number: 78324
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		02/2006

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	65,213,728	0	0	0	65,213,728	0	65,213,728
Taxable	0	0	58,692,355	0	0	0	58,692,355	0	58,692,355
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	3,498,026	58,692,355	38,233,823	20,458,532	676,213

FY 2016 TIF Revenue Received: 1,236,607

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS OLD AIRPORT URBAN RENEWAL (78049)
 TIF Taxing District Name: CO BLUFFS CITY AG/LEWIS CENTRAL SCH/2007 COUNCIL BLUFFS OLD AIRPORT UR TIF INCREM
 TIF Taxing District Inc. Number: 78330
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

	Slum	UR Designation
	Blighted	No
	Economic Development	No
		02/2006

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	819	0	0	0	0

FY 2016 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL
 UR Area Number: 78052

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2013 COUNCIL BLUFFS FRANKLIN AVE UR TIF INCREM	78339	78340	2,410,169

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,334,425	0	0	0	-5,556	4,328,869	0	4,328,869
Taxable	0	2,415,725	0	0	0	-5,556	2,410,169	0	2,410,169
Homestead Credits									10

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: 0 0 **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 79,654
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 79,654

Rebate Expenditures: 77,637
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 77,637

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: 2,017 0 **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL

CARRELL SUBDIVISION

Description:	REBATE TIF
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL

100% TIF, 24 SEMI ANNUAL PMT

Debt/Obligation Type:	Rebates
Principal:	1,781,985
Interest:	0
Total:	1,781,985
Annual Appropriation?:	Yes
Date Incurred:	09/26/2011
FY of Last Payment:	2027

Rebates For COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL

FRANKLIN AVE

TIF Expenditure Amount:	77,637
Rebate Paid To:	MCCARTHY CONSTRUCITON INC
Tied To Debt:	100% TIF, 24 SEMI ANNUAL PMT
Tied To Project:	CARRELL SUBDIVISION
Projected Final FY of Rebate:	2027

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS FRANKLIN AVE URBAN RENEWAL (78052)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/LEWIS CENTRAL SCH/2013 COUNCIL BLUFFS
 FRANKLIN AVE UR TIF INCREM

TIF Taxing District Inc. Number: 78340

TIF Taxing District Base Year:	2013		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,334,425	0	0	0	-5,556	4,328,869	0	4,328,869
Taxable	0	2,415,725	0	0	0	-5,556	2,410,169	0	2,410,169
Homestead Credits									10

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	180,245	2,410,169	2,410,169	0	0

FY 2016 TIF Revenue Received: 79,654

Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL
 UR Area Number: 78053

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2013 COUNCIL BLUFFS BLUFFS NORTHWAY UR TIF INCREM	78341	78342	7,008,505

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	12,177,000	0	0	0	12,177,000	0	12,177,000
Taxable	0	0	10,959,300	0	0	0	10,959,300	0	10,959,300
Homestead Credits									

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: **0** **0** **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 265,914
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 265,914

Rebate Expenditures: 265,914
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 265,914

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: **0** **0** **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL

BLUFFS NORTHWAY URBAN REVEWAL

Description:	REBATE TIF
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL

12 YR 100% REBATE

Debt/Obligation Type:	Rebates
Principal:	4,734,086
Interest:	0
Total:	4,734,086
Annual Appropriation?:	Yes
Date Incurred:	01/17/2013
FY of Last Payment:	2027

Rebates For COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL

WALMART N. 16TH ST

TIF Expenditure Amount:	265,914
Rebate Paid To:	WALMART REALESTATE TRUST
Tied To Debt:	12 YR 100% REBATE
Tied To Project:	BLUFFS NORTHWAY URBAN RENEWAL
Projected Final FY of Rebate:	2027

TIF Taxing District Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS 2013 BLUFFS NORTHWAY URBAN RENEWAL (78053)
 TIF Taxing District Name: COUNCIL BLUFFS CITY/COUNCIL BLUFFS SCH/2013 COUNCIL BLUFFS
 BLUFFS NORTHWAY UR TIF INCREM
 TIF Taxing District Inc. Number: 78342

TIF Taxing District Base Year:	2013		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	12,177,000	0	0	0	12,177,000	0	12,177,000
Taxable	0	0	10,959,300	0	0	0	10,959,300	0	10,959,300
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2016	5,168,495	7,008,505	7,008,505	0	0

FY 2016 TIF Revenue Received: 265,914

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Urban Renewal Area Data Collection

Local Government Name: COUNCIL BLUFFS (78G732)
 Urban Renewal Area: COUNCIL BLUFFS BLUFFS VISION URBAN RENEWAL
 UR Area Number: 78054

UR Area Creation Date: 12/2015

UR Area Purpose: Economic development

Tax Districts within this Urban Renewal Area Base Increment Increment
No. No. Value
Used

Urban Renewal Area Value by Class - 1/1/2014 for FY 2016

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015: **Amount of 07-01-2015 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016: **Amount of 06-30-2016 Cash Balance Restricted for LMI**

Projects For COUNCIL BLUFFS BLUFFS VISION URBAN RENEWAL

MAC Ventures LLC

Description:	Fieldhouse and hotel development Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For COUNCIL BLUFFS BLUFFS VISION URBAN RENEWAL

15 year, 90% rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	04/25/2016
FY of Last Payment:	2036

◆ Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Project includes construction of 98,050 sq. ft. fieldhouse, a 132 room hotel & 70,000 sq. ft. of retail. TPC is approx. \$40,225,000. City also agrees to return to MAC Ventures 100% of hotel tax generated by the hotel for 15 years, max of \$4,500,000.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2016

RESOLUTION NO. 16-288

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COUNCIL BLUFFS APPROVING THE ANNUAL URBAN RENEWAL REPORT FOR FISCAL YEAR 2015-2016.

WHEREAS, the Urban Renewal Reporting Act of 2012 (HF 2460) requires the preparation of an annual report on active urban renewal areas and associated tax increment financing districts; and

WHEREAS, this report must be approved by a majority vote of the City Council before being considered complete; and

WHEREAS, the Community Development and Finance Departments worked together to complete and prepare this report in accordance with the requirements of state law; and

WHEREAS, this report is due to the Department of Management by December 1st of each year; and

WHEREAS, after review and consideration of the report, the City Council approves and hereby authorizes the submission of this report.

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

The Annual Urban Renewal Report for Fiscal Year 2015-2016 is hereby approved and City staff is authorized to submit this report to the Department of Management.

ADOPTED
AND
APPROVED:

November 14, 2016

Matthew J. Walsh Mayor

ATTEST: _____
Marcia L. Worden City Clerk

Council Communication

Department: Finance Department Case/Project No. Applicant: Daniel Jordet, Finance Director	<u>Ordinance No.</u> <u>Resolution No. 16-290</u>	<u>Council Action: 11-14-2016</u>
Subject/Title Certifying 2016 Garbage Liens to the Pottawattamie County Treasurer.		
<p style="text-align: center;">Background/Discussion</p> Per the Code of Iowa and City Ordinance, a resolution has been prepared authorizing the Pottawattamie County Treasurer to certify an amount of approximately \$1,273.00 as liens against various properties serviced by the city refuse collections service. All accounts to be liened are past due and are scheduled to be sold at Sheriff Sales before the next City Council meeting. Any payments made on a delinquent account prior to the time of delivery to the County Treasurer will be adjusted accordingly.		
<p style="text-align: center;">Recommendation</p> It is recommended that the Council approve this resolution.		

Daniel Jordet, Finance Director

Matthew J. Walsh, Mayor

Owner Name	Service Address	Parcel	Amortization Due	Fees	Total to Lien
MALVIN, BRAD-ASHLEY	3645 AVE D	754428407006	\$ 36.00	\$ 5.00	\$ 41.00
LAMBERT, MICHAEL-REGINA	310 S 19TH ST	754435136007	\$ 36.00	\$ 5.00	\$ 41.00
JORDAN, TRACY	3739 2ND AVE	754433128001	\$ 110.00	\$ 5.00	\$ 115.00
CROSS, JEANETTE	1511 S 9TH ST	754436360003	\$ 110.00	\$ 5.00	\$ 115.00
MIGUEL, RUDESINDO	1026 5TH AVE	754436151008	\$ 110.00	\$ 5.00	\$ 115.00
BOYER, BURL B	2034 AVE B	754426367005	\$ 110.00	\$ 5.00	\$ 115.00
GONZALES, MANUEL E	302 S 18TH ST	754435137006	\$ 110.00	\$ 5.00	\$ 115.00
MALONE, JULIE	821 S 29TH ST	754434327001	\$ 110.00	\$ 5.00	\$ 115.00
BIDDENSTADT, WILMA	520 S 1ST ST	754331101010	\$ 36.00	\$ 5.00	\$ 41.00
LEMUS, DIMAS	2428 AVE C	754427435015	\$ 110.00	\$ 5.00	\$ 115.00
SCHIMEROWSKI, TIMOTHY	1000 N 26TH ST	754427251029	\$ 110.00	\$ 5.00	\$ 115.00
MCNABB, SHARON L	224 N 8TH ST	754425355015	\$ 110.00	\$ 5.00	\$ 115.00
RIEF, KENNETH	707 HARRISON ST	754425205005	\$ 110.00	\$ 5.00	\$ 115.00
			\$ 1,208.00	\$ 65.00	\$ 1,273.00

Attachments for Resolution 16-290

RESOLUTION NO. 16-290

CERTIFYING THE 2016 REFUSE COLLECTION LIEN SCHEDULE FOR NONPAYMENT OF
RESIDENTIAL REFUSE COLLECTION CHARGES.

WHEREAS, the City of Council Bluffs, Iowa has established a municipal system for the collection of residential refuse in the City of Council Bluffs, Iowa and has established a schedule of rates thereof, and;

WHEREAS, Section 384.84 of the 2007 Code of Iowa provides that all rates or charges for the above named services, if not paid as provided by ordinance, shall constitute a lien upon the premises served by such service, and same may be certified to the County Treasurer and collected in the same manner as taxes, and;

WHEREAS, the premises listed on the 2016 Refuse Collection Lien Schedule on file with the Sanitation Billing Office and by this reference made a part hereof, have failed to pay the rates and charges heretofore established for service to said premises pursuant to said ordinances, and;

WHEREAS, it is in the best interest of the City of Council Bluffs, Iowa, to cause said unpaid rates and charges to be certified to the Pottawattamie County Treasurer and collected in the same manner as taxes;

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

That the premises and charges identified against same on the 2016 Refuse Collection Lien Schedule for nonpayment of residential refuse collection charges in the amount of approximately \$1,273.00 is hereby approved, and the City Clerk is hereby authorized, empowered and directed to certify said 2016 Refuse Collection Lien Schedule to the Pottawattamie County Treasurer to be collected in the same manner as taxes. The Director of Finance is hereby authorized, empowered and directed to make the necessary adjustments to the accounts for payments received prior to the delivery of said liens to the Pottawattamie County Treasurer.

ADOPTED
AND

APPROVED: November 14, 2016

Matthew J. Walsh, Mayor

Attest:

Marcia L. Worden, City Clerk

Council Communication

Department: Finance Department Case/Project No. Applicant: Daniel Jordet, Finance Director	<u>Ordinance No.</u> <u>Resolution No. 16-291</u>	Council Action: <u>11-14-2016</u>
Subject/Title		
Resolution Directing Sale of \$ 6,095,000 General Obligation Bonds Series 2016A		
Background/Discussion		
On Monday, November 14, 2016 at 10:00 AM the City of Council Bluffs will receive bids for the competitive sale of up to \$ 9,095,000 in Taxable General Obligation Bonds Series 2016A. The bids will be received and opened in the offices of PFM, the City's financial advisor. PFM will tally and analyze the bids to determine the best offer in terms of purchase price, true interest rate and net interest cost. That information, along with all other bids, will be forwarded to the Finance Office at City Hall. The Finance Office will use that information to fill in the resolution framework attached directing sale of the bonds to the lowest responsible bidder. The Finance Office will then forward the necessary information to the City's Bond Counsel, who will prepare a resolution for consideration at the November 28, 2016 regular meeting of the City Council finalizing and officially authorizing the sale of the bonds on the terms detailed in the lowest responsible bid.		
Recommendation		
It is recommended that the Council approve this resolution.		

 Daniel Jordet, Finance Director

 Matthew J. Walsh, Mayor

RESOLUTION NO. 16-291

November 14, 2016

The Director of Finance of the City of Council Bluffs, State of Iowa, met in the City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 10:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 7:00 P.M. on the above date.

The following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$6,095,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2016A, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The Director of Finance then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.

3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____ %

Net Interest Cost (as-bid): \$ _____

In consultation with the Municipal Advisor, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Council for action.

November 14, 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: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$ _____ GENERAL OBLIGATION BONDS, SERIES 2016A," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$ _____
GENERAL OBLIGATION BONDS, SERIES 2016A

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$ _____ GENERAL OBLIGATION BONDS,
SERIES 2016A

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____ %

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk and Director of Finance done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 14th day of November, 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 records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2016.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

Council Communication

Department: Finance Department Case/Project No. Applicant: Daniel Jordet, Finance Director	Ordinance No. Resolution No. <u>16-292</u>	Council Action: <u>11-14-2016</u>
Subject/Title		
Resolution Directing Sale of \$ 2,830,000 Taxable General Obligation Bonds Series 2016B		
Background/Discussion		
<p>On Monday, November 14, 2016 at 10:00 AM the City of Council Bluffs will receive bids for the competitive sale of up to \$ 2,830,000 in Taxable General Obligation Bonds Series 2016B. The bids will be received and opened in the offices of PFM, the City's financial advisor. PFM will tally and analyze the bids to determine the best offer in terms of purchase price, true interest rate and net interest cost. That information, along with all other bids, will be forwarded to the Finance Office at City Hall. The Finance Office will use that information to fill in the resolution framework attached directing sale of the bonds to the lowest responsible bidder. The Finance Office will then forward the necessary information to the City's Bond Counsel, who will prepare a resolution for consideration at the November 28, 2016 regular meeting of the City Council finalizing and officially authorizing the sale of the bonds on the items detailed in the lowest responsible bid.</p>		
Recommendation		
It is recommended that the Council approve this resolution.		

Daniel Jordet, Finance Director

Mathew J. Walsh, Mayor

RESOLUTION 16-292

November 14, 2016

The Director of Finance of the City of Council Bluffs, State of Iowa, met in the City Hall, 209 Pearl Street, Council Bluffs, Iowa, at 10:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 7:00 P.M. on the above date.

The following persons were present:

* * * * *

This being the time and place for the opening of bids for the sale of \$2,810,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Bonds, Series 2016B, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Scaled bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The Director of Finance then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.

3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: _____

True Interest Rate (as-bid): _____%

Net Interest Cost (as-bid): \$ _____

In consultation with the Municipal Advisor, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

All bids were then referred to the Council for action.

November 14, 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: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$ _____ TAXABLE GENERAL OBLIGATION BONDS, SERIES 2016B," and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION DIRECTING SALE OF \$ _____
TAXABLE GENERAL OBLIGATION BONDS, SERIES 2016B

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$ _____ TAXABLE GENERAL OBLIGATION
BONDS, SERIES 2016B

Bidder: _____ of _____

The terms of award:

Final Par Amount as adjusted: \$ _____

Purchase Price as adjusted: \$ _____

True Interest Rate: _____%

Net Interest Cost: \$ _____

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk and Director of Finance done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 14th day of November, 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 records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2016.

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

Council Communication

Department: Finance	Resolution No. 16-293	Council Action: <u>11/14/2016</u>
Applicant: Daniel Jordet		
Subject/Title		
Authorization for the annual certification for Tax Increment Financing (TIF) Indebtedness.		
Background/Discussion		
<p><u>Background</u> According to Iowa Code Section 403.19, a City shall certify to the County Auditor on or before December 1, the amount of loans, indebtedness, or bonds which qualify for payment from a Tax Increment Financing (TIF) district for each established urban renewal area. This certification provides for the division of taxes collected attributable to specific projects.</p> <p><u>Discussion</u> The following projects require debt certification on or before December 1, 2016 for the collection of TIF funds in fiscal year 2018. Mid-America Convention Center (Bass Pro Trustee), West Broadway (2200 W. Broadway-D & D, 2012C Bonds, and 2016B Bonds), Original 1983 Mall (117 Pearl-Nonpareil, 149 W. Broadway-Hughes Iron, Vine St. Parking, and 125 W. Broadway-Sawyer Building), Metro Crossing, Playland Park (River Park Apartments), Marketplace (Legacy CB LLC and BOKF), Hawkeye Heights (TSM Management), South Main (CBIA LLP), Bluffs Northway (Wal-Mart), and Franklin Avenue (McCarthy Construction) development projects. Every year the City must calculate the estimated TIF rebates and certify the indebtedness to the County.</p>		
Recommendation		
Council approve the resolution authorizing grant appropriation, Certification of Indebtedness, and direct the filing of Certification to the County Auditor for Mid-America Convention Center, West Broadway, Original 1983 Downtown Mall, Metro Crossing, Playland Park, Marketplace, Hawkeye Heights, South Main, Bluffs Northway, and Franklin Urban Renewal Areas.		

Submitted by: Daniel Jordet, Finance Director

CITY TIF FORM 1 - INDEBTEDNESS CERTIFICATION Cover Sheet

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: MARCC 2000

Urban Renewal Area Number: 78030 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 787,458

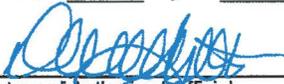
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 3rd day of November, 2016



Signature of Authorized Official

712-328-4605

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: MARCC 2000

Urban Renewal Area Number: 78030 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Bass Pro economic development agreement signed on November 22, 2004</u> <u>The agreement requires an annual appropriation of the funds to the Bass Pro Trust Account.</u>	<u>11-14-2016</u>	<u>787,458</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 787,458

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: West Broadway 1987

Urban Renewal Area Number: 78029 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 2,923,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 3rd day of November, 2016



Signature of Authorized Official

712-328-4605

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: West Broadway 1987

Urban Renewal Area Number: 78029 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>D & D</u> <u>This grant requires an annual cerification of debt which is currently estimated to be \$93,000. Our intent is to collect 80% of the captured revenue as calculated with certified levy rates for FY2018.</u> <u>Parcel # 754426359008</u> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-14-2016	93,000
2. <u>2016B Bonds</u> <u>GO Bond 2016B issued FY2017, \$2,830,000 for carrying out urban renewal projects under the authority of chapter 403 in the West Broadway Urban Renewal District.</u> <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-14-2016	2,830,000
3. _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 2,923,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
 CERTIFICATION TO COUNTY AUDITOR
 Due To County Auditor By December 1 Prior To The Fiscal Year
 Where Less Than The Legally Available TIF Increment Tax Is Requested
 Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: West Broadway 1987

Urban Renewal Area Number: 78029 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
I would like to certify less than the maximum available TIF revenue for West Broadway Urban Renewal Area. The total amount being requested for FY 17/18 is \$316,202 for the West Broadway Project.	316,202
D & D requires an annual certification of debt which is currently estimated to be 93,000. Our intent is to collect 80% of the captured incremental revenue as calculated with certified levy rates for FY2018	93,000
I would like to certify less than the maximum available TIF revenue for 2016B Bonds. The total amount being requested for FY 17/18 is \$875,515.	875,515
Total	1,284,717

Dated this 3rd day of November, 2016



 Signature of Authorized Official

712-328-4605
 Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Original 1983 Mall

Urban Renewal Area Number: 78001 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 349,249

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 3rd day of November, 2016


Signature of Authorized Official

712-328-4605
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Original 1983 Mall

Urban Renewal Area Number: 78001 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. 117 Pearl Street (Nonpareil) This grant requires an annual appropriation of debt which is currently estimated to be \$28,000. Our intent is to collect 80% of the capture incremental revenue based on FY 2018 certified levy rates. Parcel # 754436203008 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-14-2016	28,000
2. 141 W. Broadway (Hughes-Iron Works) This grant requires an annual appropriation of debt which is currently estimated to be \$50,000. Our intent is to collect 85% of the capture incremental revenue based on FY 2018 certified levy rates. Parcel # 754425479002 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-14-2016	50,000
3. 100 Block Parking (Vine Street Parking) Certifying an additional \$184,249 for FY 2018 internal fund loan. Parcel # 754425479009 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-14-2016	184,249
4. 125 W. Broadway (Sawyer Building) This grant requires an annual appropriation of debt which is currently estimated to be \$87,000. Our intent is to collect 80% of the capture incremental revenue based on FY 2018 certified levy rates. Parcel # 754425479009 <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.	11-14-2016	87,000
5. <input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 349,249

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
 CERTIFICATION TO COUNTY AUDITOR
 Due To County Auditor By December 1 Prior To The Fiscal Year
 Where Less Than The Legally Available TIF Increment Tax Is Requested
 Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Original 1983 Mall

Urban Renewal Area Number: 78001 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
I would like to certify less than the maximum available TIF revenue for the Original 1983 Urban Renewal Area. The grant for 117 Pearl requires an annual certification of debt which is currently estimated to be \$28,000. Our intent is to collect 80% of the captured incremental revenue as calculated with certified levy rates for FY2018.	28,000
I would like to certify less than the maximum available TIF revenue for the Original 1983 Urban Renewal Area. The grant for 149 W. Broadway requires an annual certification of debt which is currently estimated to be \$50,000. Our intent is to collect 85% of the captured incremental revenue as calculated with certified levy rates for FY2018.	50,000
I would like to certify less than the maximum available TIF revenue for the Original 1983 Urban Renewal Area. The grant for 125 W. Broadway requires an annual certification of debt which is currently estimated to be \$87,000. Our intent is to collect 80% of the captured incremental revenue as calculated with certified levy rates for FY2018.	87,000
We are requesting the total certified amount of \$356,431 for the 100 block of West Broadway internal loan fund.	356,431
Total	521,431

Dated this 3rd day of November, 2016



 Signature of Authorized Official

712-328-4605

 Telephone

**SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX FOR NEXT FISCAL YEAR
 CERTIFICATION TO COUNTY AUDITOR
 Due To County Auditor By December 1 Prior To The Fiscal Year
 Where Less Than The Legally Available TIF Increment Tax Is Requested
 Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Council Bluffs Playland Park Urban Renewal (Pott Co District 00015 & 00018)

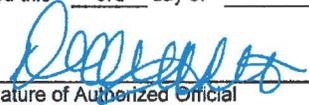
Urban Renewal Area Number: 78046 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum legally available TIF increment tax as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum tax for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment tax from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Tax:	Amount Requested:
I would like to certify less than the maximum available TIF increment revenue for the River Park Apartments Urban Renewal Area. I would like to request incremental revenue we have estimated at \$241,000. Our intent is to collect 60% of the captured incremental revenue as calculated with certified levy rates for FY2018.	241,000
Parcel # 754433126002	
I would like to certify less than the maximum available TIF increment revenue for the Playland Park Urban Renewal Area. I would like to request incremental revenue we have estimated at \$123,410 for internal fund loan.	123,410
Total	364,410

Dated this 3rd day of November, 2016


 Signature of Authorized Official

712-328-4605
 Telephone

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Marketplace

Urban Renewal Area Number: 78045 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 805,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 3rd day of November, 2016



Signature of Authorized Official

712-328-4605

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Marketplace

Urban Renewal Area Number: 78045 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>This grant requires an annual appropriation of debt which is currently estimated to be \$805,000. Our intent is to collect 90% of the captured incremental revenue based on FY2018 certified levy rates.</u>	<u>11-14-2016</u>	<u>805,000</u>
<input type="checkbox"/> *X this box if a rebate agreement. List administrative details on lines above.		
2. _____		
<input type="checkbox"/> *X this box if a rebate agreement. List administrative details on lines above.		
3. _____		
<input type="checkbox"/> *X this box if a rebate agreement. List administrative details on lines above.		
4. _____		
<input type="checkbox"/> *X this box if a rebate agreement. List administrative details on lines above.		
5. _____		
<input type="checkbox"/> *X this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 805,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Hawkeye Heights

Urban Renewal Area Number: 78047 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 115,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 3rd day of November, 2016


Signature of Authorized Official

712-328-4605
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Hawkeye Heights

Urban Renewal Area Number: 78047 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. This grant requires an annual appropriation of debt which is currently estimated to be \$115,000. Our intent is to collect 50% of the captured incremental revenue based on FY2018 certified levy rates.	11-14-2016	115,000
Parcel # 754329102005		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 115,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: South Main

Urban Renewal Area Number: 78048 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 98,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 3rd day of November, 2016



Signature of Authorized Official

712-328-4605

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: South Main

Urban Renewal Area Number: 78048 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. This grant requires an additional appropriation of debt which is currently estimated to be \$98,000. Our intent is to collect 60% of the captured incremental revenue based on FY2018 certified levy rates.	11-14-2016	98,000
Parcel # 754436190004		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____		

<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____		

<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____		

<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____		

<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 98,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Bluffs Northway Urban Renewal (Walmart)

Urban Renewal Area Number: 78990 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 470,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 3rd day of November, 2016



Signature of Authorized Official

712-328-4605

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Bluffs Northway Urban Renewal (Walmart)

Urban Renewal Area Number: 78990 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. A redevelopment agreement requires an annual appropriation of debt which is currently estimated to be \$470,000. Our intent is to collect 100% of the captured incremental revenue based on FY2018 certified levy rates.	11-14-2016	470,000
Parcel # 754423405001, 754423405002, 754423405003		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 470,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Franklin Avenue Urban Renewal

Urban Renewal Area Number: 78052 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 125,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 3rd day of November, 2016



Signature of Authorized Official

712-328-4605

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Council Bluffs County: Pottawattamie

Urban Renewal Area Name: Franklin Avenue Urban Renewal

Urban Renewal Area Number: 78052 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. This grant requires an annual appropriation of debt which is currently estimated to be \$125,000. Our intent is to collect 100% of the captured incremental revenue based on FY2018 certified levy rates.	11-14-2016	125,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 125,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

RESOLUTION NO. 16-293

A Resolution to authorize the Certification of Indebtedness and direct the filing of the Tax Increment Financing (TIF) Indebtedness Certification report with the County for Mid-America Convention Center, West Broadway, Original 1983 Downtown Mall, Metro Crossing, Playland Park, Marketplace, Hawkeye Heights, South Main, Bluffs Northway, and Franklin Avenue Urban Renewal Areas.

WHEREAS, the City of Council Bluffs has entered into development agreements within Mid-America Convention Center, West Broadway, Original 1983 Mall, Metro Crossing, Playland Park, Marketplace, Hawkeye Heights, South Main, Bluffs Northway, Franklin Avenue Urban Renewal Districts and;

WHEREAS, Mid-America Convention Center (Bass Pro Trustee), West Broadway (2200 W. Broadway-D & D, 2012C Bonds, and 2016B Bonds) Original 1983 Mall (117 Pearl-Nonpareil, 149 W. Broadway-Hughes Iron, Vine St. Parking, 125 W. Broadway-Sawyer Building), Metro Crossing (2007B Bonds), Playland Park (Riverpark Apartments and 2010C Bonds), Marketplace (Legacy CB LLC and BOKF), Hawkeye Heights (TSMM Management), South Main (CBIA LLP), Bluffs Northway (Walmart), Franklin Avenue (McCarthy Construction), for Certification of Indebtedness, and;

WHEREAS, according to Iowa Code Section 403.19, a City shall certify new debt to the County Auditor on or before December 1, the amount of loans, indebtedness, or bonds which qualify for payment from a Tax Increment Financing (TIF) district for each established urban renewal area. This certification provides for the division of taxes collected attributable to specific projects.

WHEREAS, the certification of the aforementioned TIF rebates is in the best interest of the City:

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL

OF THE

CITY OF COUNCIL BLUFFS, IOWA:

That the Finance Director is hereby authorized to appropriate the grant, approve the Certification of Indebtedness and direct the filing of Certification to the County Auditor for Mid-America Convention Center, West Broadway, Original 1983 Downtown Mall, Metro Crossing, Playland Park, Marketplace, Hawkeye Heights, South Main, Bluffs Northway, and Franklin Avenue Urban Renewal Areas.

ADOPTED
AND
APPROVED:

November 14, 2016

Matthew J. Walsh, Mayor

ATTEST:

Marcia L. Worden, City Clerk



Additional Privileges

<input type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <i>cm</i>	Local Amt	
WRE <i>ll</i>	Endorsed	
HEALTH	Issued	
BUILDING <i>se</i>	Expires	
ZONING <i>ps</i>		

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Outdoor Service Privilege LC0033025, Driftwood Inn, 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.

An Outdoor Service Area is a designated area that is adjacent to the licensed premises. The Application is to be used only if adding Outdoor Service Area Privilege after the original license has been issued. If Outdoor Service Area Privilege is requested at license renewal, mark the appropriate box on the renewal Privileges screen.

After approval the Iowa Alcoholic Beverages Division, an amended license will be mailed to the Local Official.

Outdoor Service area dates (must fall within license period)

From: 10/12/2016 MM/DD/YYYY
To: 02/01/2017 MM/DD/YYYY

Submit to the Local Authority the Outdoor Service Area Dram Shop Endorsement. Endorsement dates must correspond with the requested outdoor service dates. (Accord certificates are not accepted).

Explain how the boundaries of the Outdoor Service Area are designated (fence, barricades, etc.)
fence

Submit a sketch to the Local Authority on 8 1/2 x 11" white paper of the outdoor service area showing its relationship to the licensed premises. If a tapper wagon, beer truck etc. is being used, attach a copy of the rental receipt.

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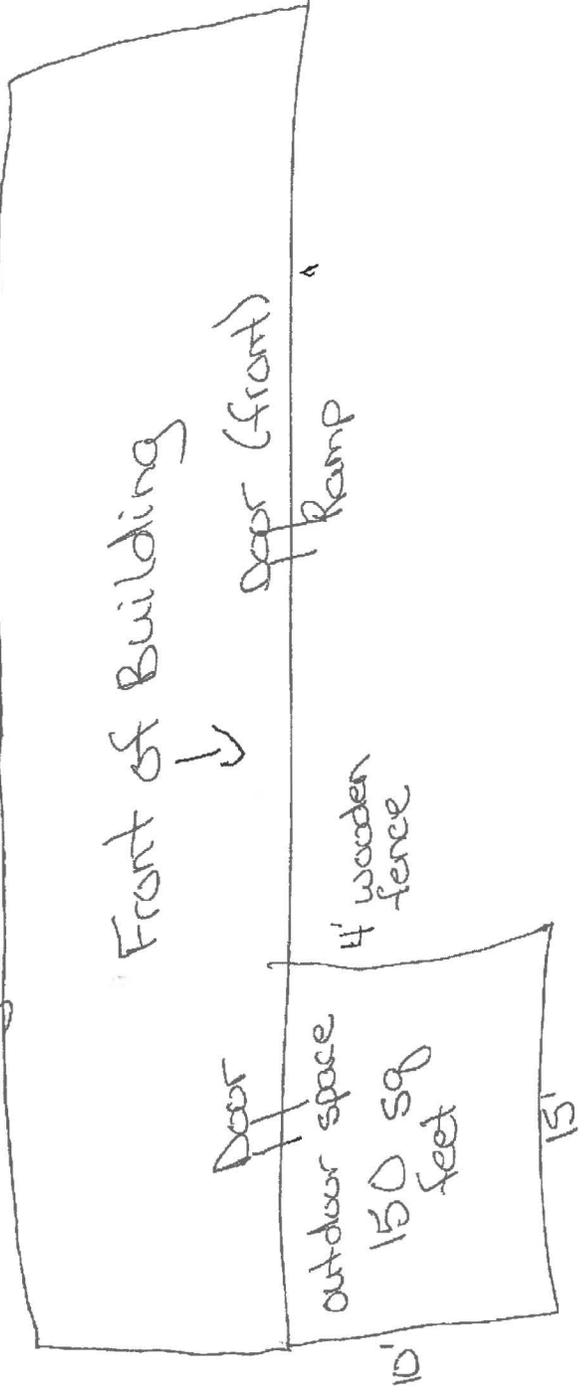
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1918 SE Hulsizer Road, Ankeny, IA 50021
Toll Free 866.iowaABD (866.469.2223)
Local 515.291.7400

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Driftwood Inn → outdoor beer garden → seasonal
2701 Harry Langdon



Parking Lot

Harry Langdon



<input checked="" type="checkbox"/> RENEWAL	<input type="checkbox"/> NEW	<input type="checkbox"/> SPECIAL EVENT
POLICE <i>car</i>	Local Amt	
FIRE <i>DB</i>	Endorsed	
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Applicant LE0002538, Casey's General Store #2096, 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: (Sole Proprietorship, Partnership, Corporation, etc.)

Name/Partnership Name(s):

Name of Business (DB/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:

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Applicant BW0091522, Great Wall, Council Bluffs

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Corporation Name/Sole Proprietor: Great Wall Of Iowa Inc (Sole Proprietorship, Partnership, Corporation, etc.)
 Name/Partnership Name(s): Great Wall
 Name of Business (DBA): Great Wall
 Address of Premise: 900 Woodbury Ave
 Address Line 2:
 City: Council Bluffs
 County: Pottawamattie
 Zip: 51503-0000
 Business Phone: (712) 323-9622 Call / Home Phone: (712) 330-0908
 [Same Address]
 Mailing Address: 900 Woodbury Avenue
 Mailing Address Line 2:
 City: Council Bluffs State: Iowa
 Zip: 51503-0000
 Contact Name: Anita Mac
 Phone: (712) 323-9622 Email Address: anitamac@cox.net

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 Local 515-261-7400

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Applicant LC0034932, Goldmine Bar & Grill, Council Bluffs

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Corporation Name/Sole Proprietor: Goldmine Grill, LLC (Sole Proprietorship, Partnership, Corporation, etc.)
 Name/Partnership Name(s):
 Name of Business (D/B/A): Goldmine Bar & Grill
 Address of Premise: 1601 Harry Langdon Blvd.
 Address Line 2:
 City: Council Bluffs
 County: Pottawattamie
 Zip: 51503
 Business Phone: (712) 325-9915 Call / Home Phone: (712) 325-1148
 Same Address
 Mailing Address: 1703 28th Ave
 Mailing Address Line 2:
 City: Council Bluffs State: Iowa
 Zip: 51501
 Contact Name: Donetta Morkalck
 Phone: (712) 328-1148 Email Address: goldminebarandgrill1601@gm

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Applicant LC0038023, LightHouse Lounge, Council Bluffs

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Corporation Name/Sole Proprietor: *LightHouse restaurant & lounge* (Sole Proprietorship, Partnership, Corporation, etc.)
 Name/Partnership Name(s):
 Name of Business (DBA): *LightHouse Lounge*
 Address of Premise: *401 Veterans Memorial Highway*
 Address Line 2:
 City: *Council Bluffs*
 County: *Pottawattamie*
 Zip: *51501*
 Business Phone: *(712) 366-1669* Cell / Home Phone: *(712) 366-5114*

Same Address
 Mailing Address: *401 Veterans Memorial Highway*
 Mailing Address Line 2:
 City: *Council Bluffs* State: *Iowa*
 Zip: *51501*

Contact Name: *Joslyn Barry*
 Phone: *(402) 260-3536* Email Address: *joslyn.barry@yahoo.com*

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Applicant LC0037259, Oskies For Sports, Council Bluffs

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Corporation Name/Sole Proprietor: A Amigos Inc (Sole Proprietorship, Partnership, Corporation, etc.)

Name/Partnership Name(s): _____

Name of Business (D/B/A): Oskies For Sports

Address of Premise: 1851 Madison Ave

Address Line 2: Ste 724

City: Council Bluffs

County: Pollack/Harris

Zip: 51503

Business Phone: (402) 681-7068 Cell / Home Phone: (402) 681-7068

Same Address

Mailing Address: 18485 Jaylen Dr

Mailing Address Line 2: _____

City: Council Bluffs State: Iowa

Zip: 51503

Contact Name: Brian Cujala

Phone: (402) 681-7068 Email Address: bcujala@cox.net

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Applicant LC0007825, Pizza King, Council Bluffs

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

Name/Partnership Name(s):

Name of Business (DBA):

Address of Premises:

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:

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Applicant LC0042179, Puerto Vallarta Mexican Restaurant, Council Bluffs

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Corporation Name/Sole Proprietor Name/Partnership Name(s):	Tonasa 2 Inc (State Proprietorship, Partnership, Corporation, etc.)	
Name of Business (DB/A):	Puerto Vallarta Mexican Restaurant	
Address of Premise:	3312 W Broadway	
Address Line 2:		
City:	Council Bluffs	
County:	Pottawattomie	
Zip:	51501	
Business Phone:	(515) 480-8108	Cell / Home Phone: _____
<input type="checkbox"/> Same Address		
Mailing Address:	5918 Monterey Circle	
Mailing Address Line 2:		
City:	Council Bluffs	State: Iowa
Zip:	51503	
Contact Name:	Santiago Torres	
Phone:	(515) 480-8108	Email Address: santia@brockerkartr.com

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