City Council Agenda, City of Council Bluffs, Iowa
Council Regular Meeting August 25, 2025, 7:00 PM
Council Chambers, 2nd Floor, City Hall
209 Pearl Street

AGENDA

1. **PLEDGE OF ALLEGIANCE**
2. **CALL TO ORDER**
3. **CONSENT AGENDA**

A. Approval of Agenda and live streamed recordings of these proceedings to be incorporated into the official minutes

B. Reading, correction and approval of the August 11, 2025 City Council meeting minutes

C. Ordinances 6655 and 6656
Ordinance 6655 to amend the zoning map as adopted by reference in Section 15.27.020, and setting a public hearing for September 8, 2025 at 7:00 p.m., by rezoning a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, from A-2/Parks, Estates, and Agricultural District to R-1/Single-Family Residential District as defined in Chapter 15.08b. Location: Undeveloped land lying north of 1375 and 1378 Chestnut Drive. ZC-25-005

Ordinance 6656 to amend the zoning map as adopted by reference in Section 15.27.020, and setting a public hearing for September 8, 2025 at 7:00 p.m., by appending a Planned Residential Overlay on a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, as defined in Chapter 15.28. PR-25-004

D. Ordinance 6657
Ordinance to amend the zoning map as adopted by reference in Section 15.27.020, and setting a public hearing for September 8, 2025 at 7:00 p.m., by appending a PR-2/Planned Residential Overlay over property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, as defined in Chapter 15.28. Location: Undeveloped land lying between 711 and 741 1st Avenue. PR-25-003

E. Resolution 25-206
Resolution accepting the work of Compass Utility, LLC as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the Vine Street Parking Lot Expansion. Project # PW23-15

F. Resolution 25-207
Resolution setting a public hearing for 7:00 p.m. on September 8, 2025 for the Bass Pro Parking Lot Repairs. Project # BM-26-05

G. Resolution 25-208
Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with EDC Omaha LandCo LLC, and providing for publication of notice thereof.

H. Boards/Commission Appointments

I. June 2025 Financial Reports

J. Claim

4. PUBLIC HEARINGS

A. Resolution 25-209
Resolution approving the plans and specifications in connection with the 2600 Block Alley between West Broadway and Avenue A Sanitary Sewer Reconstruction. Project # PW25-26

B. Resolution 25-210
Resolution approving the plans and specifications in connection with the I-80 Pump Station Emergency Generator. Project # PW25-15

C. Resolutions 25-211A and 25-211B
Resolution 25-211A, receipt of bids and directing the sale of $5,640,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2025A

Resolution 25-211B, receipt of bids directing the sale of $2,210,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2025B

D. Resolution 25-212
Resolution granting final plat approval of a 100-lot residential subdivision to be known as East Manawa Subdivision, legally described as all of the SE ¼ NE ¼ of Section 13-74-44, except the southerly 20 feet thereof, and a portion of the NW ¼ of Section 18-74-43. Location: Undeveloped land located west of East Manawa Drive and east of Mohawk Street. SUB-25-006

E. Resolution 25-213
Resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and OER LLC.

5. RESOLUTIONS

A. Resolution 25-214
Resolution certifying the FY2025 water, sewer, and refuse collection lien schedule for nonpayment to the County Treasurer to be assessed against the owner's property.

B. Resolution 25-215
Resolution authorizing the suspension of civil service commission practices for hiring Utility Worker II positions

C. Resolution 25-216
Resolution authorizing the Mayor and City Clerk to execute a contract in the amount of $247,900.00 for the Trolley Park Playground Improvements, Project #R26-06 with Dostals Construction Co. Inc.

D. Resolution 25-217
Resolution to adopt a PR-1/Planned Residential Development Plan for a multifamily residential development (West End Roost) on property legally described as Block 12, Bryant and Clark's Subdivision, along with the vacated alley adjoining. Location: Undeveloped land lying south of 1st Avenue, between South 28th and South 29th Streets. PR-25-005

E. Resolution 25-180 (Reconsider)
Resolution approving Sudbeck Homes as the selected builder for the East Manawa Phase I Housing Project.

F. Resolution 25-218
Resolution rejecting all submissions for the East Manawa Phase I Housing Project request for proposals.

G. Resolution 25-219
Resolution approving minimum development requirements, competitive criteria, and procedures for disposition of certain city-owned property along East Manawa Drive; and soliciting proposals in accordance with the request for proposals and setting a public hearing for October 6, 2025 at 7:00 p.m. to accept proposals.

6. APPLICATIONS FOR PERMITS AND CANCELLATIONS

A. Liquor License Renewals
1. ALDI #74, 3135 Manawa Centre Dr.
2. Big Al's, 2700 2nd Ave.
3. Council Bluffs TravelCenter, 3210 S. 7th St.
4. Huhot Mongolian Grill, 3120 Manawa Center Dr.
5. Hy-Vee Fast & Fresh #1, 21 S. 25th St.
6. Jonesy's Taco House, 1117 16th Ave.
7. The Quarthouse, 107 Pearl St.
8. The Hub Patio, 7 S. 4th St.
9. Tobacco Hut & Liquor, 3134 Manawa Centre Dr. Ste. 9
10. Primos Mexican Restaurant, 930 5th Ave.

7. OTHER BUSINESS

8. CITIZENS REQUEST TO BE HEARD

9. ADJOURNMENT

DISCLAIMER: If you plan on attending this meeting and require assistance please notify the City Clerk's Office at (712) 890-5261, at least 3 days prior to meeting.

City Council Meeting Minutes
August 11, 2025

1. PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Mayor Walsh called the meeting to order at 7:00 p.m. on Monday August 11, 2025.
Council Members present: Chris Peterson, Jill Shudak, Joe Disalvo, Roger Sandau, Steve Gorman.
Staff present: Mimi Dobson, Jodi Quakenbush and Brandon Garrett. Gorman via zoom.

3. CONSENT AGENDA

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

B. Reading, correction and approval of the July 28, 2025 City Council meeting minutes.

C. Resolution 25-195

Resolution accepting the work of Building Crafts, Inc. as complete and authorizing the release of retainage after 30 days if no claims are files in connection with the WPCP Centrifuge Replacement. Project # PW24-18

D. Resolution 25-196

Resolution accepting the work of K2 Construction as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the Kanesville Sanitary Sewer Extension, Phase II. Project # PW24-21A

E. Resolution 25-197

Resolution accepting the work of Charles Vrana & Son Construction Company as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the TSL Intermodal Container Freight Station in Council Bluffs. Project PW25-22

F. Resolution 25-198

Resolution setting a public hearing for 7:00 p.m. on August 25, 2025 for the I-80 Pump Station Emergency Generator. Project # PW25-15

G. Resolution 25-199

Resolution setting a public hearing for 7:00 p.m. on August 25, 2025 in connection with the 2600 Block Alley between West Broadway and Avenue A Sanitary Sewer Reconstruction. Project # PW25-26

H. Resolution 25-200

Resolution fixing date for a public hearing on the proposal to enter into a development agreement with OER LLC, and providing for publication of notice thereof.

I. Claim

Jill Shudak and Joe Disalvo moved and seconded to approve Consent Agenda. Unanimous, 5-0 vote.

4. ORDINANCES ON 2ND READING

A. Ordinance 6654

Ordinance providing that general property taxes levied and collected each year on all property located within the Grapplers Gate Urban Renewal Area, in City of Council Bluffs, County of Pottawattamie State of Iowa, by and for the benefit of the State of Iowa, City of Council Bluffs, County of Pottawattamie, Council Bluffs Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Grapplers Gate Urban Renewal Area (the Grapplers Gate Urban Renewal Plan.) URN-25-005

Roger Sandau and Joe Disalvo moved and seconded to approve Second Consideration of Ordinance 6654. Unanimous, 5-0 vote.

Roger Sandau and Chris Peterson moved and seconded to approve Motion to Waive Third Consideration. Unanimous, 5-0 vote.

5. RESOLUTIONS

A. Resolution 25-201

Resolution accepting the bid of Carley Construction, LLC for the Hillcrest Avenue Reconstruction, Phase 1. Project #PW24-13

Jill Shudak and Chris Peterson moved and seconded to approve Resolution 25-201. Unanimous, 5-0 vote.

B. Resolution 25-202

Resolution Approving Bond Disclosure Policy

Joe Disalvo and Roger Sandau moved and seconded to approve Resolution 25-202. Unanimous, 5-0 vote.

C. Resolution 25-203

Resolution authorizing and directing the Mayor to execute the First Amendment to Real Estate Transfer and Remediation Agreement on parcel no. 7444 12 451 004 described in Exhibit “A” with Rodney D. Rhoden Trust pursuant to the terms of the Real Estate Transfer and Remediation Agreement and authorizing the Mayor to execute all documents transferring this property back to Rodney D. Rhoden Trust upon successful cleanup of the property or if the city does not successfully obtain a grant from the federal government for cleanup of this property.

Joe Disalvo and Jill Shudak moved and seconded to approve Resolution 25-203. Unanimous, 5-0 vote.

D. Resolutions 25-204 and 25-205

Resolution 25-204 directing the advertisement for sale of $5,640,000 (dollar amount subject to change) General Obligation Bonds, Series 2025A, and approving electronic bidding procedures and Official Statement.

Resolution 25-205 directing the advertisement for of $2,210,000 (dollar amount subject to change) Taxable General Obligation Bonds, Series 2025B, and approving electronic bidding procedures and Official Statement.

Roger Sandau and Joe Disalvo moved and seconded to approve Resolutions 25-204 and 25-205. Unanimous, 5-0 vote.

6. APPLICATIONS FOR PERMITS & CANCELLATIONS

A. Liquor Licenses

1. Bucksnort Grill and Sports Bar, 25 Scott St.
2. Horseshoe Casino, 2701 23rd Ave.
3. La Mesa Mexican Restaurant, 3036 S. Expressway
4. Lipstix, 1501 N. 16th St.
5. Mega Saver, 3540 W. Broadway
6. Sam’s Club #6472, 3221 Manawa Centre Dr.
7. Village Inn, 1906 Rue St.

Jill Shudak and Joe Disalvo moved and seconded to approve Liquor Licenses 6A 1-7 Unanimous, 5-0 vote.

7. OTHER BUSINESS

A. Motion to Waive Seven-Day Notice Requirement and Consideration of Motion to Reconsider Resolution 25-180, East Manawa Redevelopment Conditional Approval.

Roger Sandau and Jill Shudak moved and seconded to approve Motion to waive our own Council Rule 2c which requires 7 days notice for a City Councilmember to place an item on the agenda. Unanimous, 5-0 vote.

Roger Sandau and Jill Shudak moved and seconded to approve Motion to reconsider Resolution 25-180, the Resolution to approve Sudbeck Homes for the East Manawa Project on August 25, 2025 at 7:00 p.m. Unanimous, 5-0 vote.

8. CITIZENS REQUEST TO BE HEARD

Heard from: Dennis Stinson, 4020 Rawland Drive; Josh Denherder, 225 Huntington Avenue; and Penny Ferrell, 26th and L.
Penny Ferrell provided pictures, Motion by Sandau to Receive and File, seconded by Shudak.

9. ADJOURNMENT

Mayor Walsh Adjourned the meeting at 7:22 p.m.
The live stream recording of this proceedings, though not transcribed, is part of the record of each respective action of the City Council. The live stream recording of this proceedings is incorporated into these official minutes of this Council Meeting as if they were transcribed herein.

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

Council Communication

Department: Community Development

Case/Project No.: ZC-25-005 & PR-25-004

Subject/Title

Ordinances 6655 and 6656
Ordinance 6655 to amend the zoning map as adopted by reference in Section 15.27.020, and setting a public hearing for September 8, 2025 at 7:00 p.m., by rezoning a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, from A-2/Parks, Estates, and Agricultural District to R-1/Single-Family Residential District as defined in Chapter 15.08b. Location: Undeveloped land lying north of 1375 and 1378 Chestnut Drive. ZC-25-005

Ordinance 6656 to amend the zoning map as adopted by reference in Section 15.27.020, and setting a public hearing for September 8, 2025 at 7:00 p.m., by appending a Planned Residential Overlay on a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, as defined in Chapter 15.28. PR-25-004

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: Letter of Intent
Attachment B: Preliminary Plans
Attachment C: Location/Zoning Map
Attachment D: Elevation Concepts
Attachment E: Landscaping Plan
6655.docx
6656.docx

Prepared by: Haley Weber, Planner
Approved by: Christopher Gibbons, Planning & Code Compliance Manager

City Council Communication

Department: Community Development CASES #SUB-25-007, #ZC-25-005, #PR-25-004 Property Owner/Developer: Orchard Valley Inc. 16255 Woodland Drive Omaha, NE 68136 Engineer: Josh Sielf FoleyShald Engineering, LLC 3930 S 147th Street, Suite 200 Omaha, NE 68136	Ordinance No. _____ Resolution No. _____ Resolution No. _____	City Council CASE #SUB-25-007: 9/22/2025 CASE #ZC-25-005 1st Consideration: 8/25/2025 2nd Consideration: 9/8/2025 3rd Consideration: 9/22/2025 CASE #PR-25-004 1st Consideration: 8/25/2025 2nd Consideration: 9/8/2025 3rd Consideration: 9/22/2025 Resolution: 9/22/2025 Planning Commission: 8/12/25

Subject/Title

Request: Combined public hearings on the request of Orchard Valley Inc., represented by FoleyShald Engineering, to rezone a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa; along with preliminary plan approval of a 74-lot residential subdivision to be known as Steven Ridge; and to append a PR-1/Planned Residential Development Overlay and adopt the associated residential development plan for said property.

Location: Undeveloped land lying north of 1375 and 1378 Chestnut Drive

Background

The Community Development Department has received applications from Orchard Valley Inc. for the following requests:

1. Case #SUB-25-007: Preliminary plan approval for an 74-lot residential subdivision to be known as Steven Ridge;
2. Case #ZC-25-005: Rezone the proposed subdivision to be known as Steven Ridge from A-2/Parks, Estates, and Agriculture to R-1/Single-Family Residential; and
3. Case #PR-25-004: Append a PR-1/Planned Residential Overlay and adopt a planned residential development plan for the proposed Steven Ridge Subdivision.

In January 2021, the applicant proposed to rezone the subject property from A-2/Parks, Estates and Agricultural District to R-1/Single-Family Residential District; append a PR/Planned Residential Overlay and adopt the associated development plan; and create an 85-lot residential subdivision to develop the site with two apartment buildings, 22 townhome units, and 83 single-family homes. Said requests did not move forward at that time. The applicant is now proposing to create 74-lot subdivision comprised of 69 large single-family lots and five (5) outlots. The applicant is requesting to adopt a development plan in order to establish high-quality aesthetics for the subdivision and allow for construction of large-single-family homes.

The requests stated above are summarized in the applicant's letter of intent included with this report as Attachment 'A' and are more particularly described below:

CASE #SUB-25-007

The proposed residential subdivision is comprised of 38.33 acres (more/less) of land and will consist of 69 single-family lots and five (5) outlots. Outlots A and D will be utilized for native vegetation preservation and slope restoration. Outlots B and E will be utilized for stormwater detention basins. A sanitary sewer lift station is proposed at the north end of the development in Outlot C. The proposed subdivision will be accessed by two new public streets that will connect to Steven Road. All lots will be fully served with utilities (e.g. sanitary/storm sewers, water, gas, electric, etc.). The applicant intends to develop the subdivision in three phases, with Phase I projecting to be completed in 2026, Phase 2 in 2028, and Phase 3 in 2030. The preliminary plans are included with this report as Attachment 'B'.

Comments

A. The Community Development Department provided the following comments:

1. Approval of the preliminary plan is tentative and does not constitute acceptance of the final plat, "but shall be deemed to be an authorization to proceed with the preparation of the final construction plans or performance guarantee and the final plat" (§14.11.060(D)—Subdivision Ordinance). A final plat application must be filed within one year of the date of action by the City Council. A request for extension may be made by the sub-divider in writing prior to the expiration date. One-year extensions are considered by the City Planning Commission.

2. The proposed subdivision is consistent with the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) as well as the purpose and intent of Title 14: Subdivisions and Title 15: Zoning of the Council Bluffs Municipal Code. The future land use plan of the Bluffs Tomorrow: 2030 Comprehensive Plan designates the subject property as "Low-Density Residential."

3. The proposed subdivision is currently zoned A-2/Parks, Estates, and Agricultural District and is proposed to be rezoned to R-1/Single-Family Residential District (see Case #ZC-25-005) and a PR-1/Planned Residential Overlay appended to regulate site development, off-street parking, architecture, landscaping, screening, and signage for the development (see Case #PR-25-004).

4. The proposed subdivision is comprised of 69 buildable lots and five (5) outlots. All proposed lots comply with R-1/Single-Family Residential District minimum lot size and dimension requirements per Section 15.08B.050, Site Development Standards, of the Council Bluffs Municipal Code (Zoning Ordinance).

5. All residential dwellings and accessory structures within the proposed subdivision shall comply with the planned residential development plan (Case #PR-25-004).

6. The proposed development will be completed in three phases as outlined below:

	Lots	**Expected Completion Date**
Phase 1	1-27 and Outlots A,B, and C	2026
Phase 2	28-58	2028
Phase 3	59-69 and Outlots D an E	2030

7. The proposed subdivision includes five (5) outlots, A-D. Outlots A and D will be utilized for native vegetation preservation and slope restoration. Outlots B and E will be utilized for stormwater detention basins. A sanitary sewer lift station is proposed at the north end of the development in Outlot C.

8. The proposed subdivision will be accessed by two new public streets that will connect to Steven Road. The names of the new public streets shall be identified on the final plat and shall not be duplicative or similar in terminology to any existing local street. All proposed streets shall be dedicated to the City of Council Bluffs.

9. All lots will be serviced with utilities (e.g., sanitary/storm sewers, water, electricity, etc.) that shall be installed underground. All costs to construct, remove and/or relocate any utilities for the proposed subdivision shall be the responsibility of the developer and not the City.

10. The preliminary plan, included as Attachment 'B', shows an existing 50' wide power easement, which encompasses existing overhead facilities along the easterly portion of the proposed subdivision. The final plat shall clearly define the dimensions of the easement area to ensure that no structures will be built within said easement.

11. Sidewalk installation along all frontages of each proposed lot shall be completed prior to issuance of a Certificate of Occupancy for each residence. Sidewalks shall be installed along the frontages of the proposed outlots at time of road construction. All sidewalks shall be built to City standards.

12. Street trees shall be planted along the frontage of each proposed lot prior to issuance of a Certificate of Occupancy for each lot, as discussed more particularly in Case #PR-25-004.

13. All future streetlights shall meet Public Works Department standards. All costs associated with the installation of streetlights shall be the responsibility of the developer and not the City.

14. The subject property is not located within a flood zone.

B. The Council Bluffs Public Works Department provided the following comments:
   1. The developer shall enter into an agreement with the City Public Works Engineering Department for design of the lift station, force main, and appurtenances.
   2. The Public Works Department will work with the Engineer of Record for the development of the grading, storm sewer, sanitary sewer gravity system, and paving plans for complete construction plans.

CASE #ZC-25-005

The subject property is currently zoned A-2 /Parks, Estates, and Agricultural District. The applicant intends to rezone the property to R-1/Single-Family Residential District to accommodate the proposed 74-lot residential subdivision (Case #SUB-25-007). A PR-1/Planned Residential Overlay is proposed to be appended to the subject property along with the proposed rezoning (Case #PR-25-004).

Current Land Use and Zoning – The subject property is zoned A-2/Parks, Estates and Agricultural District and is surrounded by the following zoning districts and existing land uses:

Direction	Existing Zoning Districts	Existing Land Uses
North	R-3 District (County)	Wildwood residential subdivision and undeveloped land (both located in Pottawattamie County)
South	R-1/Single-Family Residential District and R-3/Low Density Multifamily Residential District	Single-family dwellings (Briarwood and Forest Glen residential subdivisions)
East	R-1E/Single-Family Residential Estates District	Single-family dwellings (Oak View Estates residential subdivision)
West	R-1/Single-Family Residential District	Single-family dwellings and undeveloped land

A location/zoning map has been included with this report as Attachment 'C'.

The future land use plan of the Bluffs Tomorrow: 2030 Comprehensive Plan designates the subject property as "Low-Density Residential."

Public notices were mailed to all property owners within 200 feet of the request. As of the date of this report, the following comment was received:

- Brad Anderson, owner of the adjacent parcel to the north (Parcel ID#754333251001), called with general inquiries regarding the proposed requests and information on the Planning Commission public hearing.

Discussion

A. The subject property is currently zoned A-2/Parks, Estates, and Agricultural District, which requires a three-acre minimum lot size. The applicant is proposing to rezone the subject property to R-1/Single-family Residential District to allow for the proposed single-family residential development.

B. All proposed lots will be zoned R-1/Single-Family Residential District and are proposed to be developed with single-family dwellings.

C. The applicant is proposing to append a PR-1/Planned Residential Overlay over the entire subdivision. A planned residential development plan which establishes standards for site development, architecture, landscaping, parking, and signage will be adopted as part of this development (see Case #PR-25-004).

D. The Bluffs Tomorrow: 2030 Comprehensive Plan designates the subject property "Low-Density Residential". The proposed rezoning is consistent the Future Land Use Plan.

E. Adequate utilities (e.g., water, sanitary sewer, electric, etc.) are available or will be extended to accommodate the uses permitted in the R-1 District.

Case #PR-25-004

Section 15.28.010, Statement of Intent, PR/Planned Residential Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance) states that *"the Planned Residential Overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where modifications of requirements of the underlying zone would not be inconsistent with the comprehensive plan or harmful to the surrounding neighborhoods in which it is located."* Furthermore, Section 15.28.020, Applicability, of the CBMC (Zoning Ordinance) states that "*A PR Overlay may be applied to all residential zoning districts, except the R-1M/Single-Family Manufactured Housing District, and the A-P/Administrative-Professional District"* and *"The PR-1 Overlay is intended for general master planned development. The minimum tract of land considered for a PR-1 Overlay shall be one and a half (1 ½) acres."* The purpose of this request is to adopt a site-specific PR-1/Planned Residential development plan for the proposed single-family development.

A. Site Development

1. Per Section 15.28.020, Applicability, of the CBMC (Zoning Ordinance), the minimum land area required for a PR-1 Overlay is 1.5 acres. The subject property is comprised of 38.33 acres (more/less), which meets the requirements for a PR-1 Overlay/development plan.

2. Due to the steep terrain of the subject property and the applicant's desire to provide large single-family homes with three-stall garages, the applicant has requested customized front and interior side yard setbacks for the principal structures within the proposed subdivision. All proposed lots shall be developed to R-1/Single-Family Residential District site development standards, as per Section 15.08B.050, Site Development Regulation, with the following exceptions:
   a. The front yard setback for principal structures for all lots shall be a minimum of 20 feet, as opposed to the minimum 25 feet required.
   b. The interior side yard setback for all principal structures shall be a minimum of five (5) feet, as opposed to the greater of five (5) feet or 10 percent lot width at the building setback line.

3. All fencing in the subdivision shall comply with the standards stated in Section 15.24.040, Fence Regulations, of the Council Bluffs Municipal Code (Zoning Ordinance).

4. All lighting in the subdivision shall comply with the standards listed in Section 15.24.050, Lighting Controls, of the Council Bluffs Municipal Code (Zoning Ordinance).

5. All utilities shall be installed underground. Any cost to remove, relocate, modify, and/or extend utilities to this site shall be at the sole cost of the developer and not the City.

B. Off-Street Parking

1. Per Section 15.23.060, Parking Spaces Required, of the Council Bluffs Municipal Code (Zoning Ordinance), the required number of off-street parking spaces for single-family detached dwellings is two (2) spaces per dwelling unit. All lots shall provide a minimum of two (2) off-street parking spaces in accordance with Chapter 15.23, Off-Street Parking, Loading and Unloading, of the Council Bluffs Municipal Code (Zoning Ordinance).

2. All off-street parking areas, driveways and drive aisles shall comply with the standards stated in Chapter 15.23, Off-Street Parking, Loading and Unloading, of the Council Bluffs Municipal Code (Zoning Ordinance).

C. Architecture

1. The applicant has submitted elevation concepts, included as Attachment 'D', that are characterized by a masonry base, a mixture of architectural materials, a variety of roofline designs, first and second story windows, and three-stall attached garages. The submitted elevations are generally acceptable in design. The Community Development Department recommends that each dwelling constructed within the proposed subdivision shall be designed in a similar manner and shall have a minimum of 40 square feet of brick or stone masonry on the front façade.

2. Minor modifications deemed to be compatible with the subdivision shall be approved administratively by the Community Development Director or their designee.

D. Landscaping

1. The submitted landscaping plan, included as Attachment 'E,' shows one street tree per frontage of each lot for a total of 75 street trees. The submitted landscaping plan notes that "*consecutive lots shall provide different tree species than their direct neighbors to ensure species diversity*."

2. The proposed landscaping plan is generally acceptable and shall be adopted as submitted with the following conditions:
    a. All street trees shall be planted in the City's right-of-way between the sidewalk and back of curb prior to issuance of a Certificate of Occupancy for each lot. All proposed trees within the City's right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.
    b. The proposed stormwater detention basins located in Outlots 'B' and 'E' shall be designed and maintained as amenity features for the development through the incorporation of landscaping, outdoor seating, trails, or a combination thereof.
    c. All landscaping shall be appropriately maintained and dead plant material replaced at a time appropriate to planting seasons but in all cases shall be replaced within one year; and
    d. Minor modifications to the submitted landscaping plan shall be approved administratively by the Community Development Director or their designee.

E. Screening

1. A sewer lift station is intended for proposed Outlot 'C'. The submitted landscaping plan notes the lift station will be screened with shrubs, trees, and/or fencing. All equipment associated with the sewer lift station shall be completely screened from view from adjacent right-of-way and neighboring residential properties utilizing fencing, masonry wall, landscaping, or a combination thereof.

F. Signage

1. A signage plan was not submitted with the development plan. All signage (detached and attached) shall comply with Section 15.33.160(C), P-R/Planned Residential District Sign Regulations, of the Municipal Code (Zoning Ordinance).

Recommendation

The Community Development Department recommends the following for the subject property legally described as being a portion of the NW 1/4 SW 1/4 and a portion of the NW 1/4 SE 1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa and more particularly described in Attachment 'B':

A. Approval of a preliminary plan for a 74-lot residential subdivision to be known as Steven Ridge Subdivision, subject to the comments above and the following conditions:

1. Approval of the preliminary plans are tentative and does not constitute acceptance of the final plat, but is "deemed to be an authorization to proceed with the preparation of final construction plans or performance guarantee and the final plat" (Section 14.11.060(D)—Subdivision Ordinance).

2. All applicable permits necessary to meet all local, state, and federal requirements shall be the developer's responsibility.

3. Sidewalk installation along all frontages of each proposed lot shall be completed prior to issuance of a Certificate of Occupancy for each lot. All sidewalks shall be built to City standards.

4. Street trees shall be planted along the frontage of each proposed lot, as shown in the submitted landscaping plan, prior to issuance of a Certificate of Occupancy for each lot. Said street trees shall be planted between the sidewalk and back of curb. All proposed trees within the City's right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.

5. All utilities shall be installed underground. All costs to construct, remove, and/or relocate any utilities for the proposed subdivision shall be the responsibility of the developer and not the City.

6. The preliminary plan, included as Attachment 'B', shows an existing 50' wide power easement, which encompasses existing overhead facilities along the easterly portion of the proposed subdivision. Said easement area shall be noted on the final plat.

7. All future streetlights shall meet City standards. All costs associated with the installation of streetlights shall be the responsibility of the developer and not the City.

B. Approval of the request to rezone property legally described above from A-2/Parks, Estates, and Agricultural District to R-1/Single-Family Residential District, based on the reasons stated above and subject to final plat approval of Steven Ridge Subdivision.

C. Approval of the request to append a PR-1/Planned Residential Overlay and adopt a planned residential development plan for Steven Ridge Subdivision, subject to the comments stated above and the following condition(s):

1. Any modifications to the approved development plan which substantially alters the design, layout, configuration, and/or appearance of the project shall be reviewed by City Planning Commission and approved by City Council prior to such changes being made. Minor modifications to the adopted development plan that result in a product that is considered compatible with the overall development may be administratively approved by the Community Development Director or their designee.

Public Hearing

Staff speakers for the request:

1. Haley Weber, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs IA, 51503
2. Christopher Gibbons, Planning & Code Compliance Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor:

1. Melvin Sudbeck, 16255 Woodland Drive, Omaha, NE 68136

Speakers against: None.

Speakers asking general questions:

1. Brad Anderson, 16888 State Orchard Road, Council Bluffs, IA 68136

The City Planning Commission recommended the following for the subject property legally described as being a portion of the NW 1/4 SW 1/4 and a portion of the NW 1/4 SE 1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa and more particularly described in Attachment 'B':

A. Approval of a preliminary plan for a 74-lot residential subdivision to be known as Steven Ridge Subdivision, subject to the comments above and the following conditions:

1. Approval of the preliminary plans are tentative and does not constitute acceptance of the final plat, but is "deemed to be an authorization to proceed with the preparation of final construction plans or performance guarantee and the final plat" (Section 14.11.060(D)—Subdivision Ordinance).

2. All applicable permits necessary to meet all local, state, and federal requirements shall be the developer's responsibility.

3. Sidewalk installation along all frontages of each proposed lot shall be completed prior to issuance of a Certificate of Occupancy for each lot. All sidewalks shall be built to City standards.

4. Street trees shall be planted along the frontage of each proposed lot, as shown in the submitted landscaping plan, prior to issuance of a Certificate of Occupancy for each lot. Said street trees shall be planted between the sidewalk and back of curb. All proposed trees within the City's right-of-way shall comply with the Council Bluffs Street Tree Guide and be reviewed and approved by the City prior to installation.

5. All utilities shall be installed underground. All costs to construct, remove, and/or relocate any utilities for the proposed subdivision shall be the responsibility of the developer and not the City.

6. The preliminary plan, included as Attachment 'B', shows an existing 50' wide power easement, which encompasses existing overhead facilities along the easterly portion of the proposed subdivision. Said easement area shall be noted on the final plat.

7. All future streetlights shall meet City standards. All costs associated with the installation of streetlights shall be the responsibility of the developer and not the City.

B. Approval of the request to rezone property legally described above from A-2/Parks, Estates, and Agricultural District to R-1/Single-Family Residential District, based on the reasons stated above and subject to final plat approval of Steven Ridge Subdivision.

C. Approval of the request to append a PR-1/Planned Residential Overlay and adopt a planned residential development plan for Steven Ridge Subdivision, subject to the comments stated above and the following condition(s):

1. Any modifications to the approved development plan which substantially alters the design, layout, configuration, and/or appearance of the project shall be reviewed by City Planning Commission and approved by City Council prior to such changes being made. Minor modifications to the adopted development plan that result in a product that is considered compatible with the overall development may be administratively approved by the Community Development Director or their designee.

VOTE: AYE – Behrens, Dew, Epley, Hutcheson, Knauss, Rater, Rew, Stroebele, and Watson. NAY – None. ABSTAIN – None. ABSENT – VanHouten. VACANT - One Motion: Carried.

Attachments

Attachment A: Letter of Intent
Attachment B: Preliminary Plans
Attachment C: Location/Zoning Map
Attachment D: Elevation Concepts
Attachment E: Landscaping Plan

Prepared by: Haley Weber, Planner, Community Development Department

STEVEN RIDGE

PRELIMINARY PLAN / DEVELOPMENT PLAN

LETTER OF INTENT

FSE #: 051.001

Steven Ridge is a proposed residential development in east Council Bluffs. There are proposed to be 69 single-family residential lots. These will be larger than typical single-family lots to blend in with the adjacent neighborhoods.

Access to the proposed subdivision will be from Steven Road, within platted right of way, with two connections along the southern property boundary. The proposed roads will be typical two-lane, 26 feet wide concrete with curb and gutter.

Utility extensions are planned for the water, sanitary sewer, and storm sewer to serve proposed Lots 1-69. Water main connections are expected at Norwood Drive to the west and Chestnut Drive directly south. A sanitary sewer lift station is proposed at the north end of Steven Ridge, Outlot C, which will pump sanitary sewer south to an existing manhole near the intersection of Chestnut Drive and Steven Road. Storm sewer will be collected with proposed curb inlets and storm sewer pipes within the right-of-way. Storm sewer will be conveyed to detention basins within the eastern and northwestern portions of the site, within Outlots B and E.

The site currently is zoned A-2, with a proposed change of zone to R-1. This proposed rezoning aligns with the goals of the city's comprehensive plan which shows low density residential for the property.

A Planned Residential Development Plan is being proposed for the development to facilitate two minor changes to the typical R-1 zoning. The applicant is proposing a variance on front and side yard setbacks. Specifically, the proposed variances will be 20' front yard setbacks and 5' side yard setbacks. Lots 1-13 & 42-69 have backyards adjacent to steep slopes and channels which present significant grading challenges. By reducing front yards from 25 feet to 20 feet, builders can more effectively avoid building near channel slopes. The proposed 5' side yard is consistent with R-1 zoning except it will be eliminating the contingent 10% of lot width requirement. This will help provide more flexibility for custom home builders within the proposed lots.

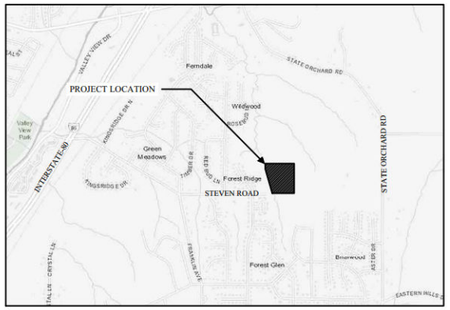
Beyond the flexibility in setbacks, the PR Overlay for the development will also provide aesthetic appeal and landscape preservation features. All proposed lots will be required to have street trees, as per the city's approved street tree list. The proposed sewer lift station will have screening provided by the developer. All homes will be required to have decorative masonry along their exposed front foundations. The rear of all lots adjacent to existing channels on site will have easements for proposed native vegetation and slope restoration.

The construction of the Steven Ridge Development Phase 1 is projected to be completed in 2026, Phase 2 to be completed in 2028, and Phase 3 to be completed in 2030. Construction will commence upon approval of final plat for the site.

ATTACHMENT B

STEVEN RIDGE

PRELIMINARY PLAN
LOTS 1-69, OUTLOTS A-E



VICINITY MAP

NOT TO SCALE

CIVIL SHEET INDEX

SHEET 1	PRELIMINARY PLAN
EXHIBIT A	EXISTING CONDITIONS
EXHIBIT B1	GRADING AND DRAINAGE PLAN
EXHIBIT B2	POST CONSTRUCTION PLAN
EXHIBIT C	UTILITY PLAN
EXHIBIT D1-D3	PAVING PLAN
EXHIBIT E	ZONING PLAN

LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED STREET CENTERLINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED PHASING
- LIMITS OF PRELIMINARY PLAT
- EXISTING PROPERTY LINE
- EXISTING POWER EASEMENT LINE
- EXISTING SANITARY SEWER
- EXISTING WATER LINE
- EXISTING POWER LINE
- EXISTING GAS
- EXISTING RIGHT-OF-WAY LINE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- STORM DRAIN MANHOLE
- POWER POLE

ACCEPTANCE BY THE COUNCIL BLUFFS CITY ENGINEER

THIS PRELIMINARY PLAN OF STEVEN RIDGE, WAS REVIEWED AND APPROVED BY THE COUNCIL BLUFFS CITY ENGINEER ON THIS _____ DAY OF _____, 20_____

_____
COUNCIL BLUFFS CITY ENGINEER

ACCEPTANCE BY THE COUNCIL BLUFFS CITY PLANNING COMMISSION

THIS PRELIMINARY PLAN OF STEVEN RIDGE, WAS APPROVED BY THE COUNCIL BLUFFS PLANNING COMMISSION THIS _____ DAY OF _____ 20_____

_____
CHAIRPERSON, COUNCIL BLUFFS PLANNING COMMISSION

VARIANCES

15.08B.050 SITE DEVELOPMENT REGULATIONS - SIDE YARD SETBACK - LOTS 1-69
15.08B.050 SITE DEVELOPMENT REGULATIONS - FRONT YARD SETBACK - LOTS 1-13, 42-69
* SEE EXHIBIT E ZONING PLAN FOR PROPOSED MODIFICATIONS

APPLICANT

ORCHARD VALLEY, INC.
16255 WOODLAND DR.
OMAHA, NE 68136

ENGINEER

FOLEYSHALD ENGINEERING
3930 S 147TH STREET, SUITE 200
OMAHA, NE 68144
402-804-3993

SURVEYOR

ALPHA LAND SURVEYING
OMAHA, NEBRASKA
402-380-1939

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NE¼ SW¼) AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW¼ SE¼) OF SECTION 33, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POTTAWATTAMIE COUNTY, IOWA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4) THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4), SOUTH 89 DEGREES 08 MINUTES 28 SECONDS EAST, 277.78 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 22 DEGREES 19 MINUTES 28 SECONDS WEST, 275.23 FEET; THENCE NORTH 11 DEGREES 7 MINUTES 31 SECONDS WEST, 231.73 FEET; THENCE NORTH 17 DEGREES 17 MINUTES 15 SECONDS WEST, 408.74 FEET; THENCE NORTH 19 DEGREES 4 MINUTES 13 SECONDS WEST, 367.32 FEET; THENCE NORTH 2 DEGREE 40 MINUTES 11 SECONDS EAST, 113.46 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4); THENCE ALONG SAID NORTH LINE, SOUTH 87 DEGREES 55 MINUTES 52 SECONDS EAST, 150.50 FEET TO THE CENTER OF SAID SECTION 33; THENCE ALONG SAID NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4), SOUTH 87 DEGREES 57 MINUTES 31 SECONDS EAST, 1309.82 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4 SE1/4); THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4), SOUTH 1 DEGREES 48 MINUTES 23 SECONDS WEST, 1318.42 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4); THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NE1/4 SE1/4), NORTH 89 DEGREES 08 MINUTES 28 SECONDS WEST, 1033.05 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS AN AREA OF 38.33 ACRES MORE OR LESS.

ROADWAY CENTERLINE CURVE DATA

CURVE NO.	LENGTH	RADIUS	CHORD LENGTH	DELTA
A	154.92'	400.00'	153.95'	22°11'24"
B	193.82'	500.00'	192.61'	22°12'35"
C	213.45'	200.00'	203.46'	61°08'54"
D	99.76'	200.00'	98.73'	28°34'44"
E	249.73'	500.00'	247.14'	28°37'00"

ZONING

EXISTING:
AGRICULTURAL (A-2)

PROPOSED:
RESIDENTIAL (R-1) WITH PLANNED RESIDENTIAL OVERLAY

NOTES

1. ALL DISTANCES SHOWN ARE IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES, NOT CHORD DISTANCES
3. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
4. PROPOSED ACCESS EASEMENTS, STORM SEWER & DRAINAGE EASEMENTS, AND SANITARY SEWER EASEMENTS TO BE PROVIDED AS REQUIRED BY CITY OF COUNCIL BLUFFS VIA SEPARATE RECORDED INSTRUMENTS.
5. HORIZONTAL AND VERTICAL CONTROL IS BASED ON NAD83 (GEOID18)
6. ALL INTERSECTION RADII SHALL BE A MINIMUM OF 25'.

UTILITY COMPANIES

POWER:	MID AMERICAN ENERGY
GAS:	BLACK HILLS ENERGY
SANITARY SEWER:	CITY OF COUNCIL BLUFFS
WATER:	COUNCIL BLUFFS WATER WORKS
CABLE TV:	COX COMMUNICATIONS

N
W E
S

100 0 100 200
scale 50 feet

FoleyShald ENGINEERING
3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Preliminary Plan

1 of 1

STEVEN RIDGE

PRELIMINARY PLAN

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING POWER EASEMENT
- EXISTING PAVEMENT
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING WATER LINE
- EXISTING POWER LINE
- EXISTING GAS
- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- STORM DRAIN MANHOLE
- EXISTING POWER POLE

N W E S

100 0 100 200
scale 50 feet

FoleyShald ENGINEERING
3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

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Steven Ridge

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PRELIMINARY
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Existing Conditions

Exhibit A

STEVEN RIDGE

PRELIMINARY PLAN

LEGEND

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED CENTERLINE
- PROPOSED PAVEMENT
- LIMITS OF PRELIMINARY PLAT
- PROPOSED PROPERTY LINE
- PROPOSED STORM SEWER
- EXISTING PROPERTY LINE
- EXISTING POWER EASEMENT
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING POWER LINE
- EXISTING GAS
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED CONSTRUCTION ENTRANCE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- STORM DRAIN MANHOLE
- EXISTING POWER POLE
- PROPOSED STORM CURB INLET

N W E S

100 0 100 200
scale 50 feet

FoleyShald ENGINEERING
3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

SUDBECK COMPANIES

REVISIONS

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July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Grading and Drainage Plan

Exhibit B

STEVEN RIDGE
PRELIMINARY PLAN

LEGEND

- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED VEGETATION EASEMENT
- PROPOSED CENTERLINE
- PROPOSED PAVEMENT
- LIMITS OF PRELIMINARY PLAT
- PROPOSED PROPERTY LINE
- PROPOSED STORM SEWER
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING PROPERTY LINE
- EXISTING POWER EASEMENT
- EXISTING STORM SEWER
- EXISTING POWER LINE
- EXISTING RIGHT-OF-WAY LINE
- PROPOSED VEGETATION RESTORATION
- STORM DRAIN MANHOLE
- EXISTING POWER POLE
- PROPOSED STORM CURB INLET

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scale 50 feet

FoleyShald ENGINEERING
3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

SUDBECK COMPANIES

REVISIONS

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Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
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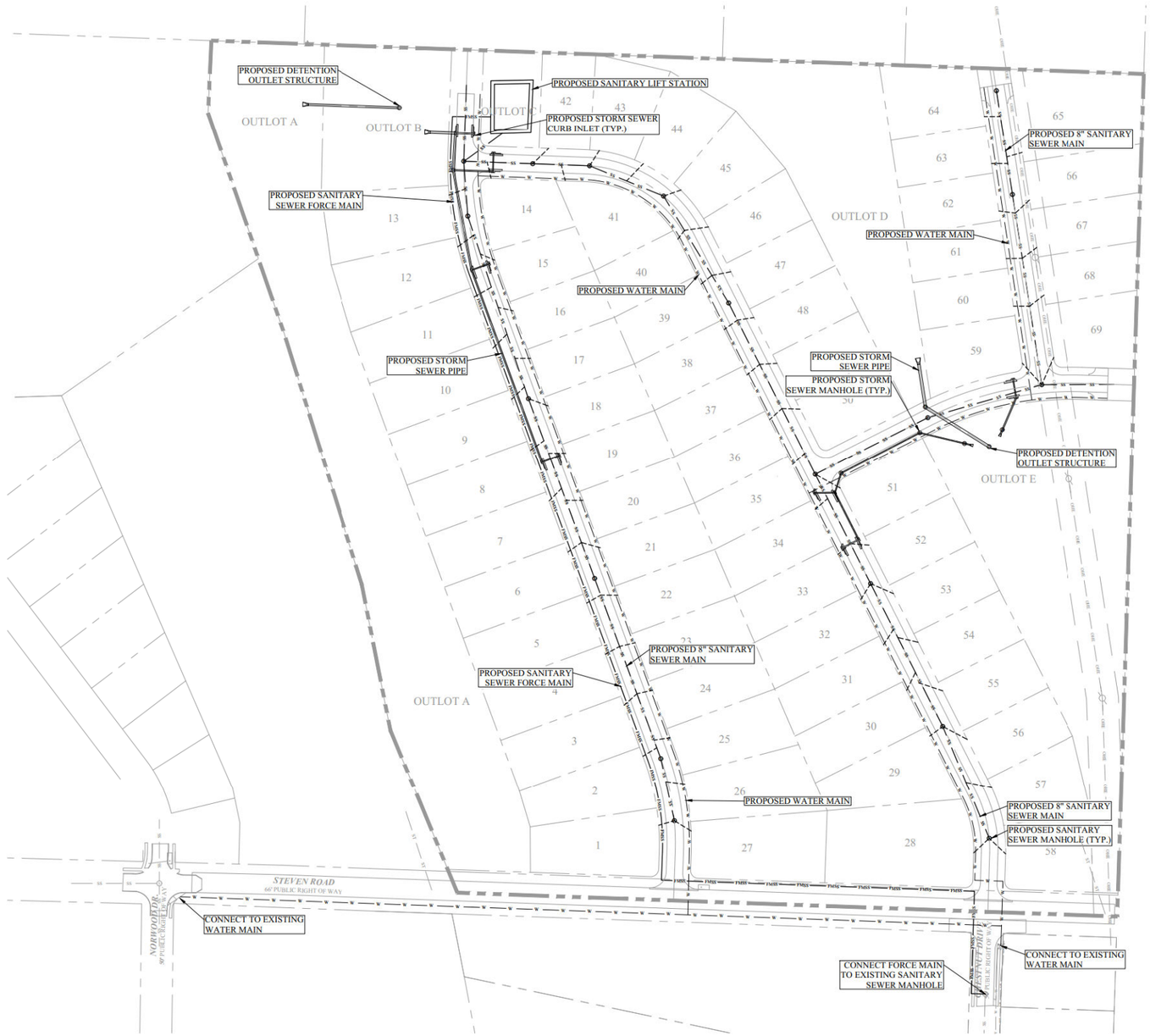
July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Post Construction Plan

Exhibit B

STEVEN RIDGE
PRELIMINARY PLAN



LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED CENTERLINE
- PROPOSED PAVEMENT
- LIMITS OF PRELIMINARY PLAT
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SERVICE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER MAIN
- PROPOSED STORM SEWER
- PROPOSED SANITARY LIFT STATION
- PROPOSED STORM SEWER EASEMENT
- EXISTING RIGHT-OF-WAY LINE
- EXISTING PAVEMENT
- EXISTING POWER LINE
- EXISTING POWER EASEMENT LINE
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING PROPERTY LINE
- EXISTING FIRE HYDRANT
- EXISTING SANITARY MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING POWER POLE
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM CURB INLET

N W E S

100 0 100 200
scale 50 feet

PRELIMINARY
NOT FOR CONSTRUCTION

FoleyShald ENGINEERING
3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

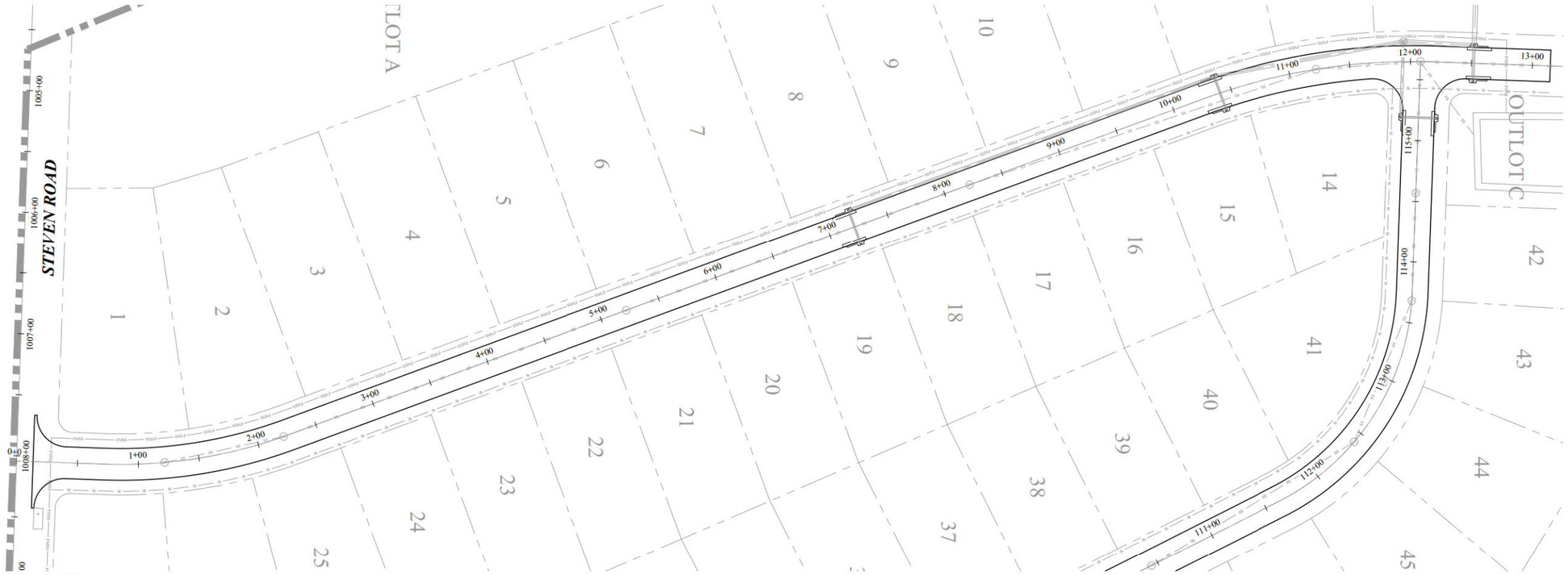
FSE Cert. No: 631333
FSE #: 051.001

July 14, 2025

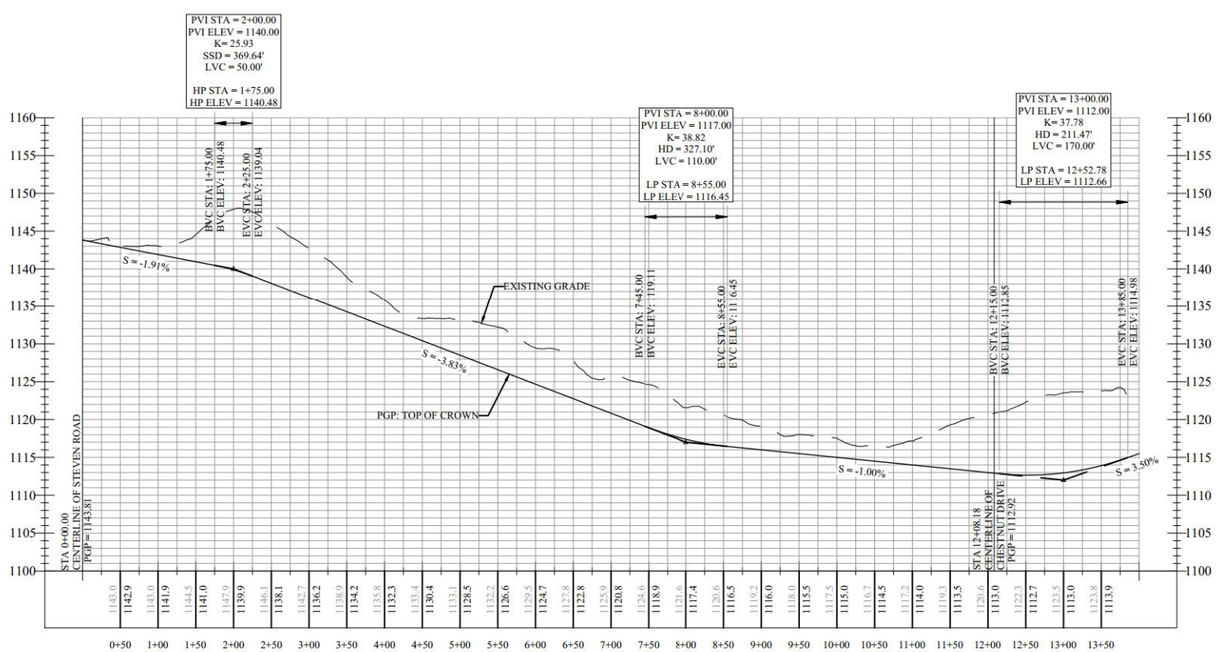
Utility Plan

Exhibit C

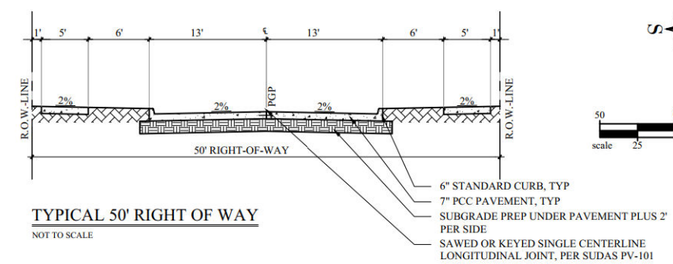
STEVEN RIDGE
PRELIMINARY PLAN



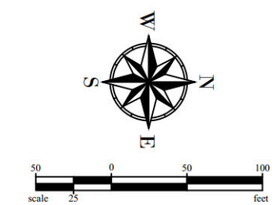
PLAN
SCALE: 1"= 50'



PROFILE
HORIZONTAL SCALE: 1"= 100'
VERTICAL SCALE: 1"=10'



TYPICAL 50' RIGHT OF WAY
NOT TO SCALE



LEGEND

- PROPOSED CENTERLINE
- PROPOSED PAVEMENT
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SANITARY SEWER
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER MAIN
- EXISTING POWER LINE
- EXISTING POWER EASEMENT LINE
- PROPOSED STORM SEWER
- LIMITS OF PRELIMINARY PLAT
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM CURB INLET

FoleyShald ENGINEERING
3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

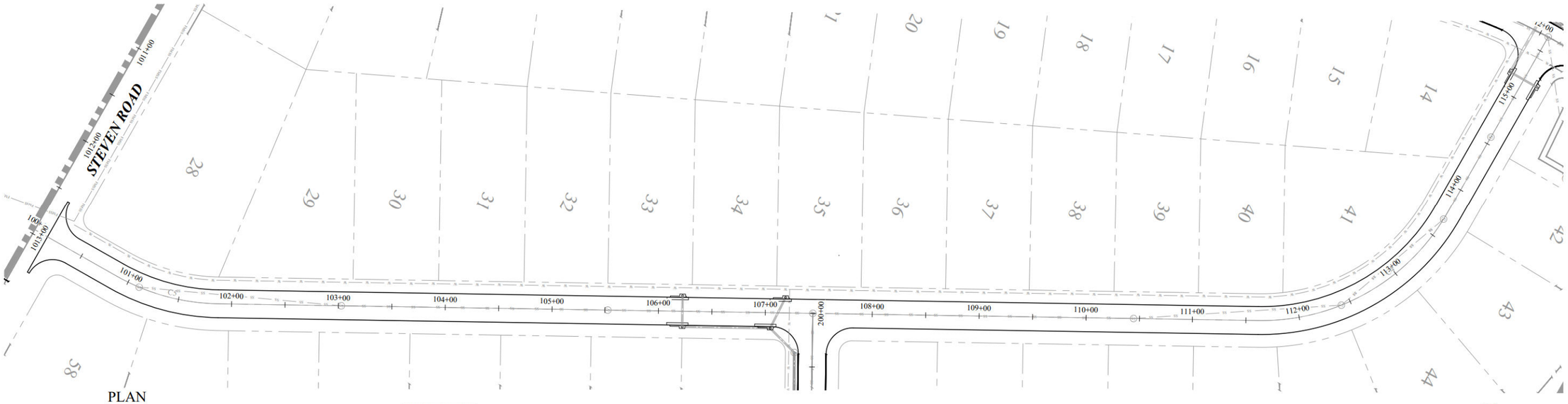
July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Paving Plan

Exhibit D

STEVEN RIDGE
PRELIMINARY PLAN



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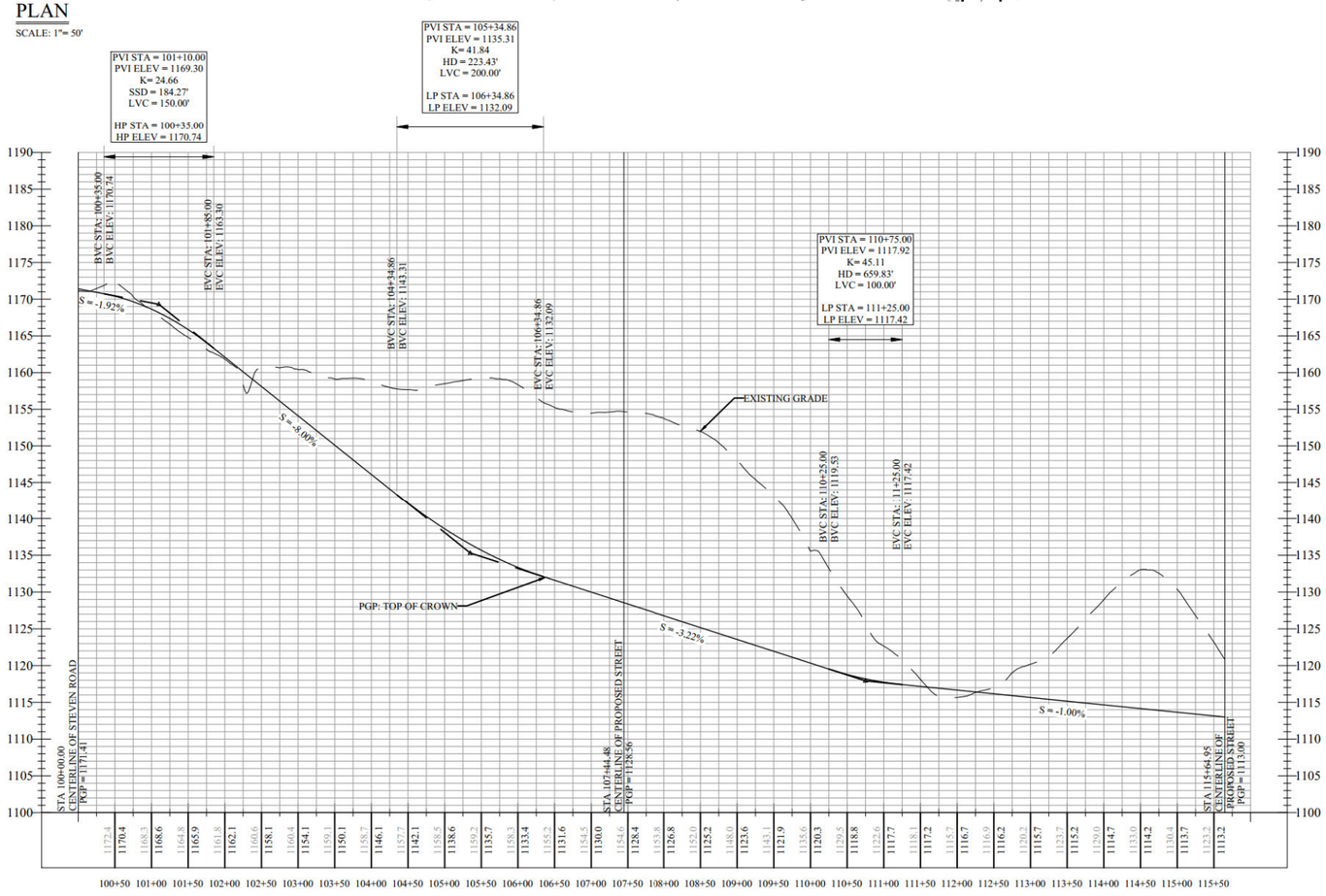
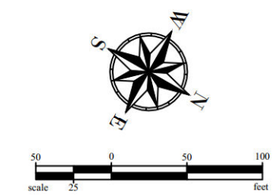
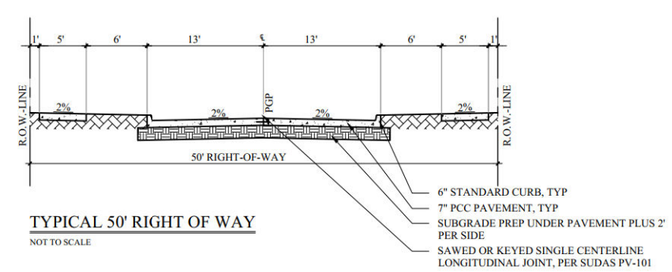


PROFILE
HORIZONTAL SCALE: 1"= 100'
VERTICAL SCALE: 1"=10'



LEGEND

- PROPOSED CENTERLINE
- PROPOSED PAVEMENT
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SANITARY SEWER
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER MAIN
- EXISTING POWER LINE
- EXISTING POWER EASEMENT LINE
- PROPOSED STORM SEWER
- LIMITS OF PRELIMINARY PLAT
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM CURB INLET



TYPICAL 50' RIGHT OF WAY
NOT TO SCALE

FoleyShald ENGINEERING
3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

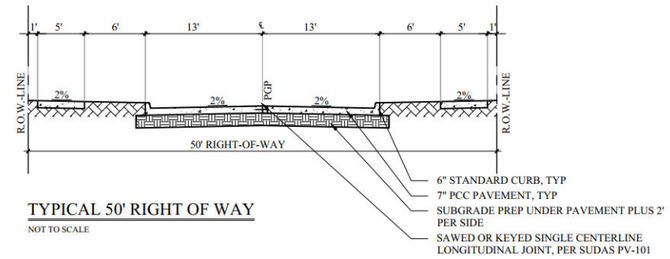
July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

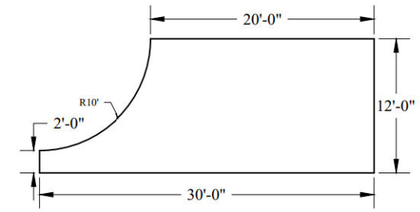
Paving Plan

Exhibit D24

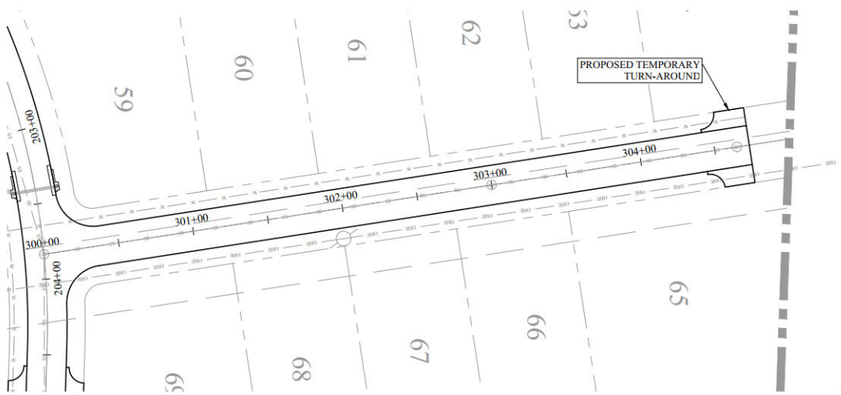
STEVEN RIDGE
PRELIMINARY PLAN



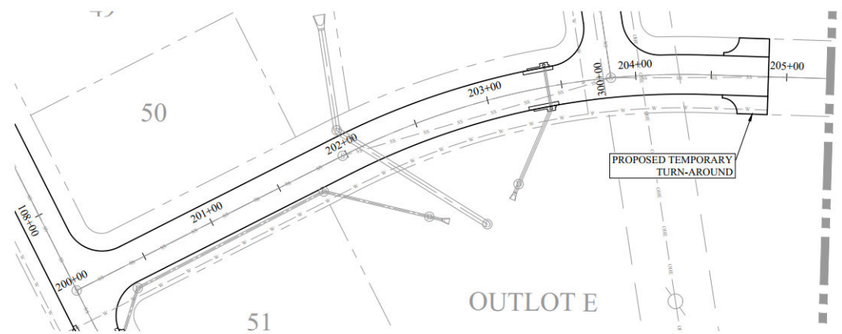
TYPICAL 50' RIGHT OF WAY
NOT TO SCALE



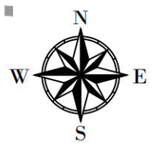
TEMPORARY TURN-AROUND DETAIL
NOT TO SCALE

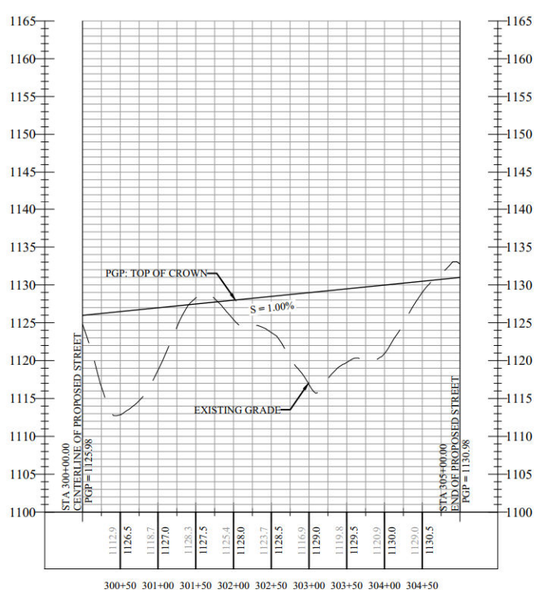


PLAN
SCALE: 1"= 50'

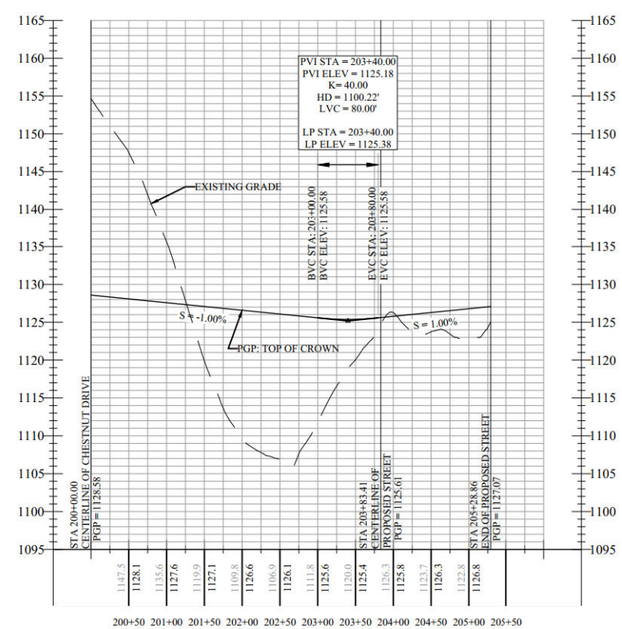


PLAN
SCALE: 1"= 50'





PROFILE
HORIZONTAL SCALE: 1"= 100'
VERTICAL SCALE: 1"=10'



PROFILE
HORIZONTAL SCALE: 1"= 100'
VERTICAL SCALE: 1"=10'

LEGEND

- PROPOSED CENTERLINE
- PROPOSED PAVEMENT
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SANITARY SEWER
- PROPOSED WATER LINE
- PROPOSED FMSS
- EXISTING POWER LINE
- EXISTING POWER EASEMENT LINE
- PROPOSED STORM SEWER
- LIMITS OF PRELIMINARY PLAT
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- EXISTING POWER POLE
- PROPOSED STORM CURB INLET

FoleyShald ENGINEERING
3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

July 14, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Paving Plan

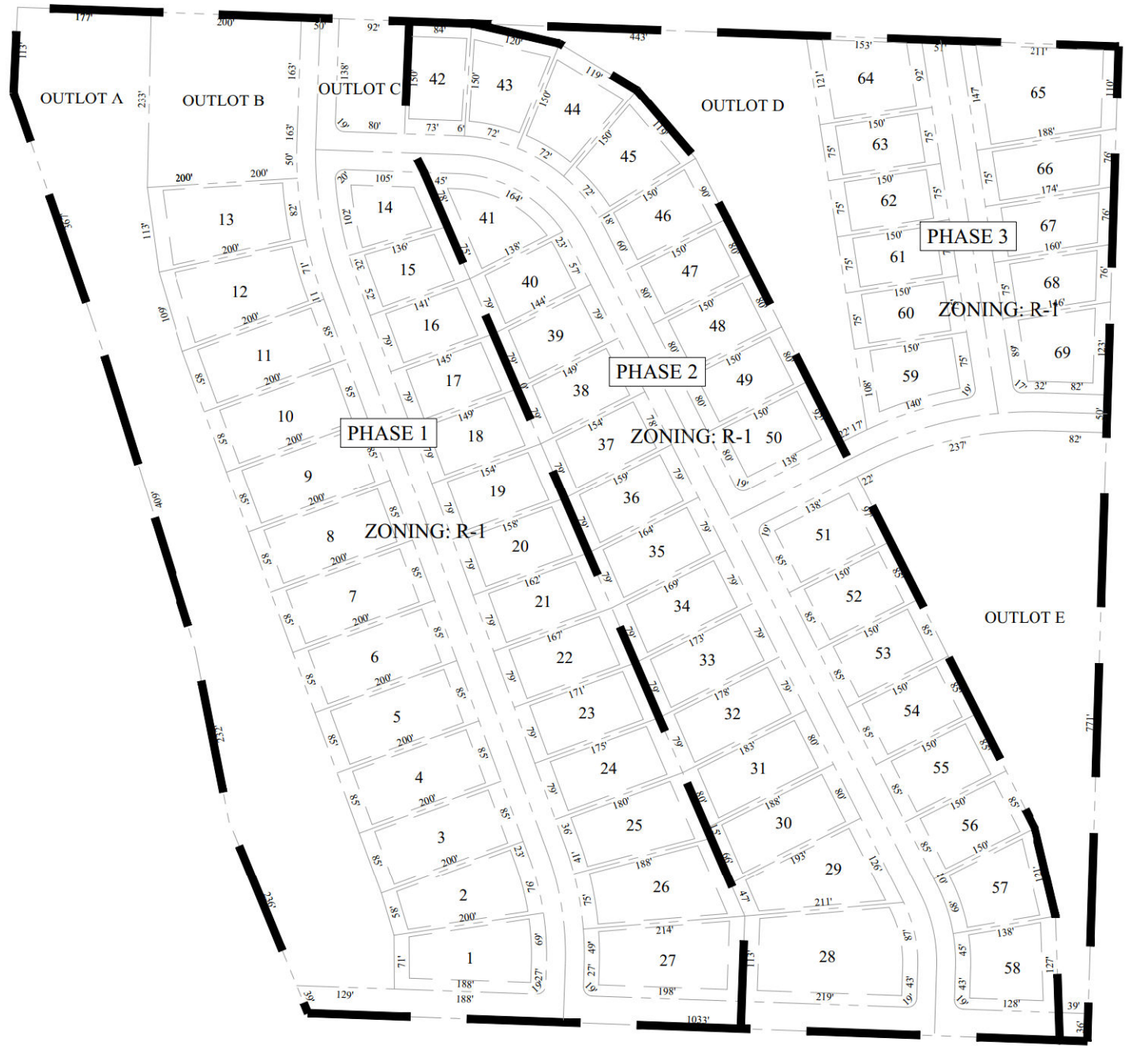
Exhibit D

STEVEN RIDGE
PRELIMINARY PLAN

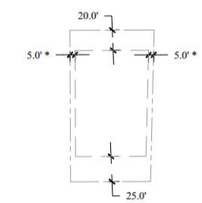
LOT AREA TABLE	
LOT #	AREA (AC)
1	0.41
2	0.36
3	0.39
4	0.39
5	0.39
6	0.39
7	0.39
8	0.39
9	0.39
10	0.39
11	0.39
12	0.44
13	0.44
14	0.28
15	0.25
16	0.26
17	0.27
18	0.27
19	0.28
20	0.29
21	0.30
22	0.31
23	0.31
24	0.32
25	0.36
26	0.42
27	0.49
28	0.66
29	0.39
30	0.35
31	0.34
32	0.33
33	0.32
34	0.31
35	0.30

LOT AREA TABLE	
LOT #	AREA (AC)
36	0.29
37	0.28
38	0.27
39	0.27
40	0.26
41	0.33
42	0.28
43	0.32
44	0.32
45	0.32
46	0.29
47	0.28
48	0.28
49	0.28
50	0.32
51	0.33
52	0.29
53	0.29
54	0.29
55	0.29
56	0.29
57	0.32
58	0.36
59	0.32
60	0.26
61	0.26
62	0.26
63	0.26
64	0.37
65	0.58
66	0.31
67	0.29
68	0.26
69	0.34

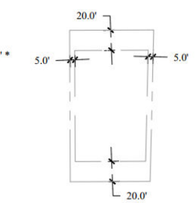
LOT AREA TABLE	
LOT #	AREA (AC)
OUTLOT A	4.09
OUTLOT B	1.02
OUTLOT C	0.32
OUTLOT D	1.87
OUTLOT E	2.83



TYP. R-1 ZONING SETBACK



PROPOSED MODIFIED SETBACK



SETBACK NOTE

* GREATER OF 5 FEET OR 10% OF LOT WIDTH AT BUILDING SETBACK LINE FOR INTERIOR YARD PER 15.08B.050 SITE DEVELOPMENT REGULATIONS

LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED CENTERLINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED SETBACK LINE
- PROPOSED PHASING

N
W E
S

100 0 100 200
scale 50 feet

PRELIMINARY
NOT FOR CONSTRUCTION

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3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

July 14, 2025

Zoning Plan

Exhibit E

ATTACHMENT C

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #SUB-25-007, #ZC-25-005, #PR-25-004 LOCATION/ZONING MAP

Legend

Subject Property

0 205 410

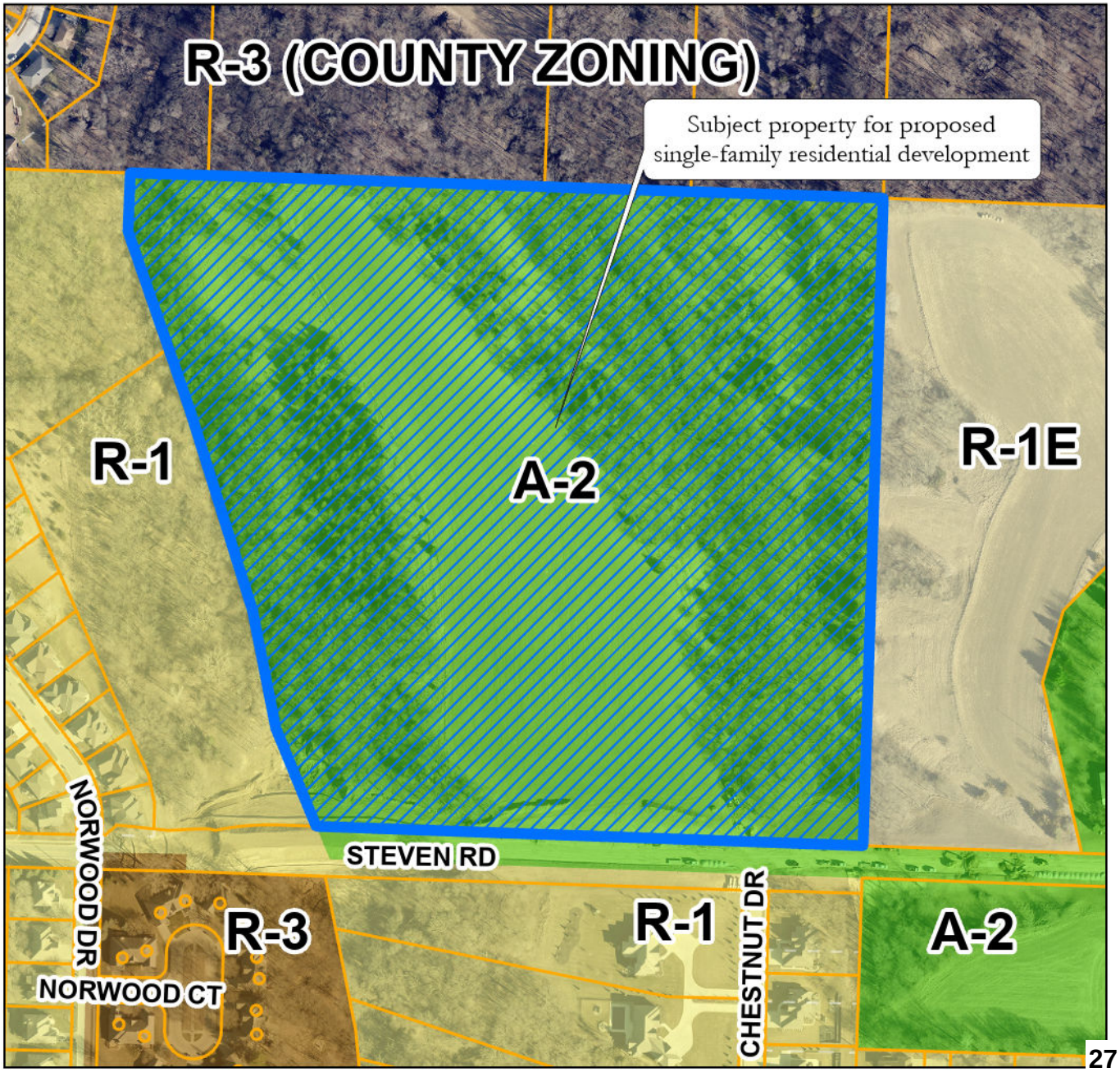
1 inch = 305 feet

Last Amended: 7/21/2025

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

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 denies any and all responsibilities for errors, if any, in the information contained on this map of the misuse of the same by the user or anyone else. The user should verify the accuracy of information/data contained on this map before using it. The City assumes no legal responsibility for the information contained on this map.



ATTACHMENT D

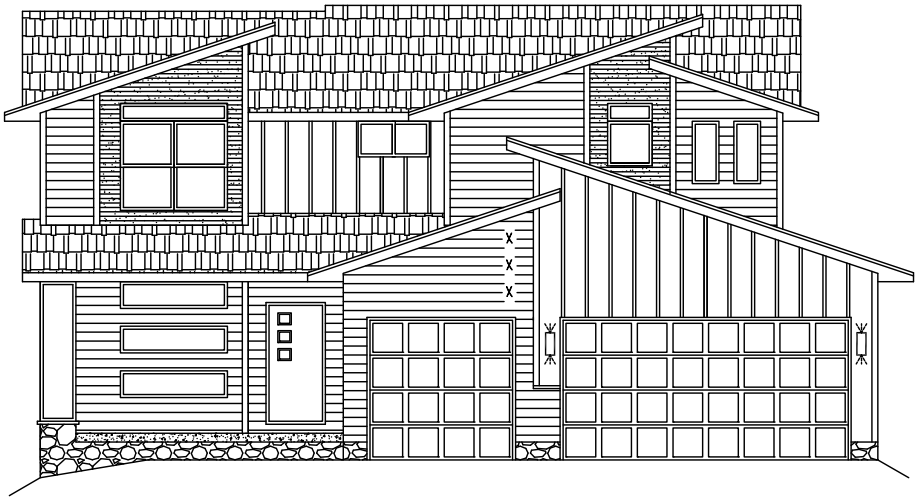
SUDBECK HOMES

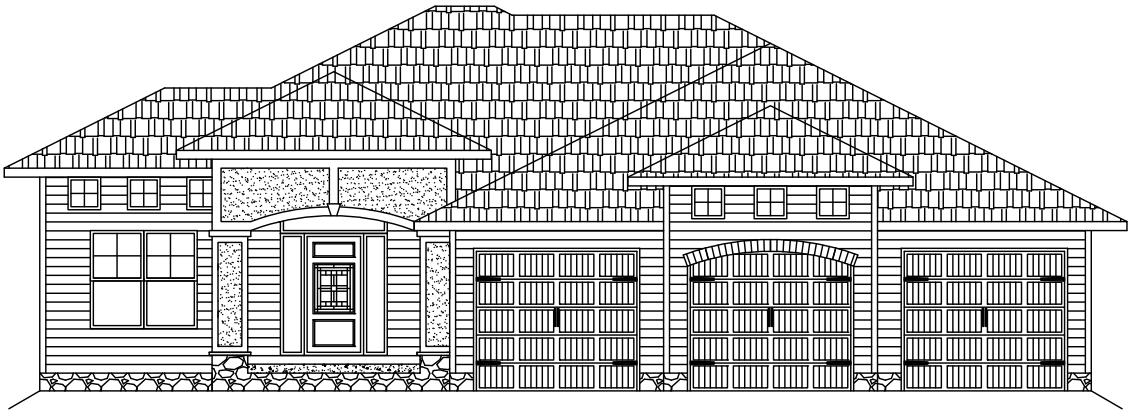
STEPHENS ROAD

ELEVATION CONCEPTS

SUDBECK HOMES, 402-895-3288

INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED

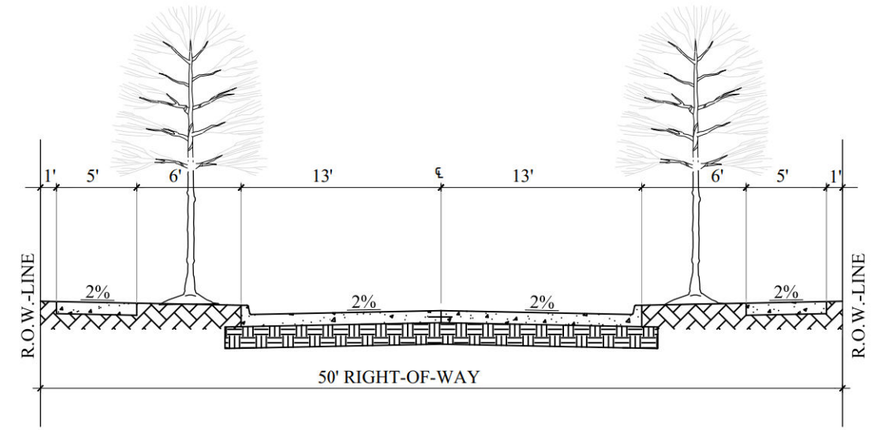




#PROTO_STEPHENSROAD

ATTACHMENT E

STEVEN RIDGE
DEVELOPMENT PLAN



TYPICAL TREE LOCATION

NOT TO SCALE

LANDSCAPING NOTES

1. EACH LOT OWNER WILL BE REQUIRED TO INSTALL AT A MINIMUM ONE STREET TREE.
2. CORNER LOT OWNERS WILL BE REQUIRED TO INSTALL AT A MINIMUM ONE STREET TREE ALONG EACH STREET FRONTAGE.
3. TREE SPECIES WILL BE PER THE CITY OF COUNCIL BLUFFS APPROVED STREET TREE LIST.
4. OWNERS OF LOTS 59-69 SHALL COORDINATE TREE SPECIES AND PLANTING LOCATIONS WITH MID-AMERICAN ENERGY.
5. CONSECUTIVE LOTS SHALL PROVIDE DIFFERENT TREE SPECIES THAN THEIR DIRECT NEIGHBORS TO ENSURE SPECIES DIVERSITY.
6. THE DEVELOPER SHALL PROVIDE SCREENING SHRUBS, TREES, AND/OR FENCE AROUND THE SEWER LIFT STATION WITHIN OUTLOT C.

LEGEND

- PROPOSED PROPERTY LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPOSED CENTERLINE
- PROPOSED PAVEMENT
- LIMITS OF PRELIMINARY PLAT
- PROPOSED SANITARY LIFT STATION
- PROPOSED STORM SEWER EASEMENT
- EXISTING RIGHT-OF-WAY LINE
- EXISTING PAVEMENT
- EXISTING POWER LINE
- EXISTING POWER EASEMENT LINE
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING PROPERTY LINE

N W E S

100 0 100 200
scale 50 feet

FoleyShald ENGINEERING
3930 S 147TH STREET, SUITE 200 | OMAHA, NE 68144

SUDBECK COMPANIES

REVISIONS

NUMBER	DATE	DESCRIPTION

Steven Ridge

Council Bluffs, IA

FSE Cert. No: 631333
FSE #: 051.001

July 22, 2025

PRELIMINARY
NOT FOR CONSTRUCTION

Landscape Plan

C105

ORDINANCE NO. 6655

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2025 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY REZONING A PARCEL OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF THE NW 1/4 OF THE SW 1/4 AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 33-75-43, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, FROM A-2/PARKS, ESTATES, AND AGRICULTURAL DISTRICT TO R-1/SINGLE-FAMILY RESIDENTIAL DISTRICT AND DEFINED IN CHAPTER 15.08B OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

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

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2025 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by rezoning a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates and Agricultural District to R-1/Single-Family Residential District as defined in Chapter 15.08B of the Municipal Code of Council Bluffs, Iowa.

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

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

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

ADOPTED
AND September 8, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 8-25-25
Second Consideration: 9-8-25
Public Hearing: 9-8-25
Third Consideration: _____

ORDINANCE NO. 6656

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2025 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY APPENDING A PLANNED RESIDENTIAL OVERLAY ON A PARCEL OF LAND LEGALLY DESCRIBED AS BEING A PORTION OF THE NW 1/4 OF THE SW 1/4 AND A PORTION OF THE NW 1/4 OF THE SE 1/4 OF SECTION 33-75-43, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AS SET FORTH AND DEFINED IN CHAPTER 15.28 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

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

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2025 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by appending a planned residential overlay onto on a parcel of land legally described as being a portion of the NW 1/4 of the SW 1/4 and a portion of the NW 1/4 of the SE 1/4 of Section 33-75-43, City of Council Bluffs, Pottawattamie County, Iowa, pursuant to all development standards set forth in attached "City Council Communication" and "Attachments A-E".

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

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

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

ADOPTED
AND September 8, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 8-25-25
Second Consideration: 9-8-25
Public Hearing: 9-8-25
Third Consideration: _____

Planning Case No. #PR-25-004

Council Communication

Department: Community Development

Case/Project No.: PR-25-003

Subject/Title

Ordinance 6657
Ordinance to amend the zoning map as adopted by reference in Section 15.27.020, and setting a public hearing for September 8, 2025 at 7:00 p.m., by appending a PR-2/Planned Residential Overlay over property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, as defined in Chapter 15.28.
Location: Undeveloped land lying between 711 and 741 1st Avenue. PR-25-003

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A â€“ Location/zoning Map
Attachment B â€“ Baldwin Court Phase 2 Final Plat
Attachment C â€“ Floor Plans
Attachment D â€“ Elevations
Attachment E â€“ Landscaping Plan
Attachment F â€“ Council Bluffs Street Tree Guide
Notice of Public Hearing
6657.docx

Prepared by: Haley Weber, Planner
Approved by: Christopher N. Gibbons, AICP, Planning & Code Compliance Manager

3.D

City Council Communication

Department: Community Development CASES #SUB-25-008 and #PR-25-003 Applicant/Property Owner: Blake Johnson Habitat for Humanity of Council Bluffs 1228 S. Main Street Council Bluffs, IA 51503 Engineer/Surveyor: Brian Reineke HGM Associates 640 5th Avenue Council Bluffs, IA 51503		City Council CASE #SUB-25-008: 9/8/2025 CASE #PR-25-003 1st Consideration: 8/25/2025 2nd Consideration: 9/8/2025 3rd Consideration: Requested to be waived by applicant PR-2 Development Plan: 9/8/2025 Planning Commission: 8/12/25

Subject/Title

Request: Combined public hearings on the request of Habitat for Humanity of Council Bluffs, represented by Blake Johnson, for final plat approval of a seven-lot residential subdivision to be known as Baldwin Court Phase 2 and append a PR-2/Planned Residential Development Overlay and adopt the associated development plan on property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa

Location: Undeveloped land lying between 711 and 741 1st Avenue

Background

The Community Development Department has received the following requests from Habitat for Humanity of Council Bluffs, represented by Blake Johnson:

A. **CASE #SUB-25-008**: Final plat approval for a seven-lot subdivision to be known as Baldwin Court Phase 2, legally described above; and

B. **CASE #PR-25-003**: Append a planned residential overlay over the proposed subdivision and adopt the associated development plan for the proposed residential development.

The purpose of the above requests are to facilitate the second phase of Habitat for Humanity's Baldwin Court townhome development. The first phase consisted of six townhomes which received development plan approval on September 11, 2023 (Reso. 23-249) and completed construction this year. The proposed second phase is comprised of 0.618 acres (more/less) and will consist of six (6) lots and one (1) outlot. The applicant is proposing to develop the subject property with six rear-loaded townhomes. Outlot A will be utilized for a private access drive off 1st Avenue, shared off-street parking area and stormwater detention.

Zoning/Land Use

The subject property is zoned R-3/Low Density Multifamily Residential and is surrounded by the following zoning districts and land uses:

Direction	Existing Zoning Districts	Existing Land Uses

North	C-3/Commercial District	Retail Shopping
South	A-P/Administrative Professional District	Mixture of single-family, two-family, and multifamily dwellings
East	R-3/Low-Density Multifamily Residential District, C-1/Commercial District, and A-P/Administrative Professional District	Single-family dwelling, multifamily dwellings, a funeral home, and church
West	A-P/Administrative Professional District	Mixture of single-family, two-family and multifamily dwellings

A location/zoning map is included with this report as Attachment 'A'. The future land use plan of the Bluffs Tomorrow: 2030 (Comprehensive Plan) designates the subject properties as 'High-Density Residential.'

Public notices were mailed to all property owners within 200 feet of the request. No comments were received as of the date of this report.

Attachments – The following attachments are included with this report:

- Attachment A – Location/zoning Map
- Attachment B – Baldwin Court Phase 2 Final Plat
- Attachment C – Floor Plans
- Attachment D – Elevations
- Attachment E – Landscaping Plan
- Attachment F – Council Bluffs Street Tree Guide

CASE #SUB-25-008

The proposed subdivision is comprised of 0.618 acres (more/less) of land and will consist of six (6) townhome lots and one (1) outlot. Lots 8 and 9 will have direct frontage onto 1st Avenue. All proposed lots will have vehicular access via a private drive (Outlot A) off 1st Avenue. Lots 10-13 will also have rear access via the adjacent east/west alley. All lots will be fully served with utilities (e.g. sanitary/storm sewers, water, gas, electric, etc.). The proposed Baldwin Court Phase 2 Final Plat is included with this report as Attachment 'B.'

Comments

The Community Development Department provided the following comments:

A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Director.

B. The proposed subdivision is consistent with the 'High Density Residential' designation of the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan), as well as the purpose and intent of the Title 14: Subdivisions and Title 15: Zoning of the Council Bluffs Municipal Code.

C. The subject properties are zoned R-3/Low Density Multifamily Residential. The applicant is requesting to append a PR-2/Planned Residential Development overlay and adopt the associated development plan which establishes site development, architecture, landscaping, off-street parking and signage standards for the subject properties (See Case #PR-25-003). All construction activity that occurs within the proposed subdivision shall comply with the planned residential development plan for Baldwin Court Phase 2.

D. Lots 8 and 9 are proposed to be developed with a single-family attached structure and Lots 10-13 are proposed to be developed with four townhomes for a total of six dwelling units within the proposed

Baldwin Court Phase 2 Subdivision. Outlot A will be utilized for a private access drive off 1st Avenue, a shared off-street parking area, and stormwater detention.

E. All lots within the proposed Baldwin Court Phase 2 Subdivision comply with R-3/Low Density Multifamily Residential District minimum lot size requirements per Section 15.10.050, Site Development Regulations, of the Council Bluffs Municipal Code (Zoning Ordinance).

F. The final plat includes the following easements dedicated to the homeowner's association for Baldwin Court and Baldwin Court Phase 2:
   a. A 10-foot wide perpetual utility easement across the north side of Lots 8 and 9; the south sides of Lots 10-13; and the north and south sides of Outlot A; and
   b. A 5-foot wide perpetual utility easement across the west and east sides of Outlot A and the easterly sides of Lots 9 and 13.

   No easements shall be reserved where a lot line coincides with a common wall separating units.

G. The proposed subdivision includes a new private driveway off 1st Avenue which will provide rear access to Lots 7 and 8 and to a centrally located shared off-street parking area. Lots 9 through 12 will have a rear-loaded garage that will be accessed off the adjacent east/west alley between S. 8th and S. 7th Streets. All rights for direct vehicular access shall be from the private drive and/or alley and not 1st Avenue. Pedestrian access only shall be allowed off 1st Avenue.

H. All lots will be serviced with utilities (e.g. sanitary/storm sewers, water, electricity, etc.) that shall be installed underground. All costs to construct, remove and/or relocate any utilities for the proposed subdivision shall be the responsibility of the developer and not the City.

I. The subject property is located within an X flood zone (area with reduced flood risk due to levee) according to FEMA map panel no. 19155C0413E, dated February 4, 2005.

J. The following technical corrections shall be made to the final plat prior to being executed by the City of Council Bluffs:

   a. The Treasurer's statement shall state "that the property included in Baldwin Court **Phase 2**…"
   b. The notary and owner signature lines shall state "**2025**".
   c. The 2nd course listed in the legal description on Page 1 of 3 shall be referenced on Page 2 of 3.
   d. The 3rd course listed in the legal description on Page 1 of 3 states "North **00** Degrees 15 Minutes 11 Seconds East, 43.04 feet;" Page 2 of 3 lists this description as "North **11** Degrees 15 Minutes 11 Seconds East, 43.04 feet;"
   e. The description of the perpetual utility easements on Page 1 of 3 shall match the easement areas shown on Page 3 of 3.
   f. The proposed lots are numbered as a continuation of the lots in Baldwin Court Subdivision. However, as this is a separate final plat, the lots within the proposed Baldwin Court Phase 2 Subdivision shall be Lots 1 through 6 and Outlot A, Baldwin Court Phase 2.

The Council Bluffs Public Works Department stated they have no additional comments beyond what was discussed with the applicant in pre-development meetings. All development within the proposed subdivision shall comply with all applicable Public Works standards.

The Council Bluffs Fire Department stated they have no comments.

The Council Bluffs Police Department stated they have no comment or objection to the requests.

Council Bluffs Water Works stated that they have no comment in regards to the requests.

MidAmerican Energy stated they have no conflicts with the referenced cases. MidAmerican Energy Electric Engineer, Justin Tyler, will lead the electric distribution engineering and design for this project. The developer or their agents should contact him directly to discuss development plans, project timelines, costs, and responsibilities associated with the extension of electric service. MidAmerican Energy noted the main costs will be installing the two streetlight poles in the parking area and relocating the streetlight pole along 1st Avenue and asked for direction on the service for the new streetlight poles. Additionally, the proposed final plat shows an existing MidAmerican Energy easement, which encroaches into the dwelling placement on proposed Lot 13. MidAmerican Energy stated that as long as the wire is not directly under the building, the proposed dwelling placement will be allowed but no further encroachment into the easement shall be permitted unless the developer wishes to pay to relocate said facilities.

Note: In the event that the dwelling placement on proposed Lot 13 interferes with existing utility infrastructure and associated easements, the Community Development Department recommends that the applicant complete one of the following options prior to execution of the final plat:

A. *Modify the house design so that no portion of the structure encroaches into the easement area;*
B. *Relocate the existing utility line(s) and work to remove the easement; or*
C. *Modify the existing easement area so that no portion is on proposed Lot 13.*

CASE #PR-23-003

Section 15.28.010, Statement of Intent, PR/Planned Residential Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance) states that "*the planned residential overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where modifications of the requirements of the underlying zone would not be inconsistent with the Comprehensive Plan or harmful to the neighborhood in which it is located*." Furthermore, Section 15.28.020, Applicability, of the CBMC (Zoning Ordinance), states that *"A PR Overlay may be applied to all residential zoning districts, except the R-1M/Single-Family Manufactured Housing District, and the A-P Administrative Professional District"* and *"The PR-2 Overlay is intended for site-specific infill development. A PR-2 Overlay may be applied to any property, or combination of contiguous properties owned by the same person or entity, that contain a maximum of one and one-half (1 ½) acres of total land area; however, at least one of the following shall be included within the development:*

1. *A minimum of two (2) residential structures.*
2. *A minimum of one (1) residential structure that contains a minimum of three (3) dwelling units.*
3. *A minimum of one (1) mixed commercial-residential structure."*

Additionally, Section 15.28.030, Permitted Land Uses and Site Development Regulations, of the CBMC (Zoning Ordinance), lists *"dwelling, townhouse"* as an allowed use in a PR Overlay. The applicant is proposing to append a PR-2 Overlay and adopt the associated development plan to allow for the construction of the proposed four townhome dwellings and two single-family attached dwellings within the proposed Baldwin Court Phase 2 Subdivision, legally described in Attachment 'B.'

The proposal includes a final plat, included as Attachment 'B,' to subdivide the properties into seven lots of record so each dwelling unit can be sold separately. The proposed townhomes/single-family attached dwellings will be rear-loaded off a new private driveway off 1st Avenue which will provide rear access to Lots 7 and 8 and to a centrally located shared off-street parking area. Lots 9 through 12 will have a rear-loaded garage that is accessed off the adjacent east/west alley between S. 8th and S. 7th Streets. All entrances will be oriented north, with Lots 8 and 9 facing 1st Avenue and Lots 10 through 13 facing the shared off-street parking area. Each unit is proposed to have a one-stall garage. The proposed floor plans are included as Attachment 'C.'

The proposed townhomes are designed utilizing the same architectural style and materials as the first phase of Baldwin Court. The submitted elevations (included as Attachment 'D') show smooth hardboard siding as the

primary front façade material with 8 inch lap siding and stone veneer utilized as accent materials. The front façades are further characterized by slanted roof lines, wall offsets, and first and second story windows. The proposed side elevations are comprised of a two-foot stone veneer base, 8-inch lap siding on the first level and smooth hardboard siding on the 2nd floor. One first floor window and two second-story windows are shown on both side elevations. Exterior paint colors were not identified with the submitted application. The submitted landscaping plan, included as Attachment 'E,' shows: two ornamental street trees planted in the right-of-way in front of Lots 7 and 8; one ornamental tree in the front yard of Lots 9 through 12; and a mixture of shrub and perennial foundation plantings along the front façade of each dwelling.
Public notices were mailed to all property owners within 200 feet of the request. As of the date of this report, no comments were received. No comments were received as of the date of this report.

All City Departments and local utilities were notified of the proposed planned residential overlay request. The following comments were received:
The Community Development Department provided the following comments:

A. The subject properties are located in the downtown periphery, within walking and biking distance to jobs, services, retail, and recreational opportunities within downtown Council Bluffs. Additionally, the subject properties are located along 1st Avenue, which is a potential future streetcar route, providing an additional mode of transportation to access the jobs, services, retail, and recreational opportunities located along the West Broadway Corridor, downtown Council Bluffs and downtown Omaha. The Community Development Department is supportive of the proposed townhome project as it:
    1. provides additional housing units within the downtown periphery;
    2. further diversifies housing options in our community;
    3. supports a successful public transit system and thriving downtown.

B. The subject area is a uniquely shaped infill site within the downtown area surrounded by existing development. The planned residential overlay is needed to develop the subject properties in a manner that is feasible and compatible in a downtown setting. The PR-2 overlay allows Phase 2 of the development to achieve the reduced setbacks, urban scale, and pedestrian oriented design approved for Baldwin Court Phase 1.

C. The applicant proposes to append a PR-2/Planned Residential Overlay over the entirety of the subject property in order to establish site-specific development standards to allow the proposed residential development to be built in an R-3/Low Density Multifamily District. The following items regulate the development of the subject property:

1. Site Development

a. Per Section 15.28.020, Applicability, of the CBMC, the maximum land area allowed for a PR-2 Overlay is 1.5 acres. The subject properties contain a total of 0.618 acres, which qualifies for use of a PR-2 Overlay.

b. Per Section 15.28.020, Applicability, of the CBMC, *"at least one of the following shall be included within the development:*
    (1) A minimum of two (2) residential structures.
    (2) A minimum of one (1) residential structure that contains a minimum of three (3) dwelling units.
    (3) A minimum of one (1) mixed commercial-residential structure."

    The proposed development contains one structure with four dwelling units (townhomes) and one structure with two dwelling units (single-family attached) and therefore qualifies for use of a PR-2 Overlay.

c. The following site development standards shall apply to the proposed townhome development:
    (1) The front yard setback shall be 10 feet. No accessory structures shall be located between the front wall of the townhome and the front property line.

Note: For the purposes of this development plan, the front lot lines for Lots 9 through 12 shall be the shortest lot line which abuts Outlot A.

(2) The interior side yard setback shall be 5 feet except for where a lot line coincides with a common wall separating units.

(3) The rear yard setback shall be 20 feet.

(4) Accessory structures, decks, porches, awnings, or other similar features, shall be no closer than five (5) feet to any property line.

(5) The maximum lot coverage shall be 60 percent for each individual lot.

(6) Maximum height shall comply with R-3 District standards, per Section 15.10.050 of the CBMC (Zoning Ordinance).

d. All utilities shall be installed underground. Any cost to remove, relocate, modify, and/or extend utilities to this site shall be at the sole cost of the developer and not the City.

e. A sidewalk connection is shown east of the private drive from 1st Avenue to the shared off-street parking area. The final sidewalk design shall include curb ramps and shall be accessibly designed.

f. A homeowner's association (HOA) shall be established through the subdivision process for maintenance of utilities and easements, all greenspace and stormwater detention areas, building architecture, and private road and shared off-street parking maintenance.

2. Off-Street Parking

a. Per Section 15.23.060, Parking Spaces Required, of the Council Bluffs Municipal Code (Zoning Ordinance) the required number of off-street parking spaces for townhomes and single-family attached dwellings is 2 spaces per dwelling unit. The six-proposed dwelling units would require a total of twelve (12) off-street parking spaces. The submitted floor plan shows a one-car attached garage for each unit. The townhomes on Lots 9 through 12 show a paved 14' x 20' driveway off the alley to the rear-loaded garages, providing one (1) additional off-street parking space per unit. Additionally, the proposed subdivision includes a private, shared off-street parking area which includes eleven (11) off-street parking stalls, including one (1) ADA parking space. Furthermore, the development's location in the downtown setting, walkability, and close proximity to multiple Metro bus stops, provide convenient access to multiple alternative modes of transportation.

b. All driveways shall be hard surfaced paved and designed to meet all applicable City standards.

3. Architecture

a. The submitted elevations (included as Attachment 'D') show smooth hardboard siding as the primary front façade material with 8 inch lap siding and stone veneer utilized as accent materials. The front façade is further characterized by slanted roof lines, wall offsets, and first and second story windows. The proposed side elevations are comprised of a two-foot stone veneer base, 8-inch lap siding on the first level and smooth hardboard siding on the 2nd floor. One first floor window and two second-story windows are shown on both side elevations. Exterior paint colors were not identified with the submitted application. The proposed architectural plans are generally acceptable in design and layout and shall be adopted as submitted.

b. If any wall or ground equipment, including air conditioning units, are visible from adjacent public right-of-way, excluding alleys, they shall be screened from view using architectural features, fencing, masonry wall, landscaping, or a combination thereof.

c. The dumpster for Phases 1 and 2 of the Baldwin Court development was completed as part of Phase 1 and is screened in accordance with the adopted Phase 1 development plan (Case #PR-23-003). If at any point in the future, additional trash receptacles are installed within the development that are visible from a public right-of-way, they shall be enclosed on three sides

with a masonry, wood, or vinyl fence and have a lockable gate that when closed completely eliminates view of the dumpster(s).

d. The proposed plans do not include any fencing. Any future fencing on the property shall conform to the standards listed in Section 15.24.040, *Fence Regulations*, of the CBMC (Zoning Ordinance).

e. All site lighting shall comply with the standards in Section 15.24.050, Lighting Controls, of the Council Bluffs Municipal Code (Zoning Ordinance). Light pole materials shall be painted or finished aluminum or steel. Light poles shall not exceed 25 feet in height, as measured from finished grade to the top of the light fixture/pole.

f. Minor modifications shall be approved administratively by the Community Development Director or their designee.

4. Landscaping

a. The submitted landscaping plan, included as Attachment 'E,' shows the following landscape plantings:
   (1) Tree plantings.
      i. Lots 7 and 8: One ornamental street tree per lot planted in the right-of-way
      ii. Lots 9 through 12: One ornamental tree planted in front yard
   (2) Foundation plantings (Front Façade).
      i. Lots 7, 8 and 9: Five (5) shrubs and five (5) perennial
      ii. Lot 10 and 11: Four (4) shrubs and ten (10) perennials
      iii. Lot 12: Four (4) shrubs and five (5) perennials

b. The Community Development Department recommends the proposed landscape plan be accepted as proposed with the following conditions:
   (1) Street tree species and spacing shall comply with the Council Bluffs Street Tree Guide, included as Attachment 'F.'
   (2) Landscape beds shall include a ground cover material (mulch and/or river rock). Landscape beds void of plantings shall not be allowed.
   (3) The centrally located parking lot peninsula does not identify a ground cover material. All landscape island/peninsulas shall be seeded or sodded.
   (4) All landscaping shall be appropriately maintained and dead plant material replaced at a time appropriate to planting seasons but in all cases shall be replaced within one year.

5. Signage

a. Phase 1 of Baldwin Court included approval of a monument sign, subject to requirements of Section 15.33.160(C), P-R/Planned Residential District Sign Regulations, of the Municipal Code (Zoning Ordinance). No additional detached signs shall be allowed.

Recommendation

The Community Development Department recommends the following:

A. Final plat approval of a seven-lot minor subdivision to be known as Baldwin Court Phase 2, legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments above and the conditions below:
   1. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless and extension has been requested and granted by the Community Development Director.

2. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
3. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
4. All utilities shall be installed underground. Any costs to construct, remove, and/or relocate any utilities shall be the responsibility of the applicant and/or developer, not the City.
5. In the event that the dwelling placement on proposed Lot 13 interferes with existing utility infrastructure and associated easements, the applicant shall complete one of the following options prior to execution of the final plat:
    a. Modify the house design so that no portion of the structure encroaches into the easement area;
    b. Relocate the existing utility line(s) and work to remove the easement; or
    c. Modify the existing easement area so that no portion is on proposed Lot 13.
6. All development within the proposed subdivision shall comply with the development standards listed in the proposed development plan for the subject property (Case #PR-25-003).
7. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility.

B. Approval of the request to append a PR-2 Overlay over property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, and adopt the associated residential development plan for Baldwin Court Phase 2, subject to the comments stated above and the following condition:

1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director or their designee.

Public Hearing

Staff speakers for the request:
1. Haley Weber, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51501

Speakers in favor:
1. Blake Johnson, Habitat for Humanity of Council Bluffs, 20396 Honeysuckle Road, Council Bluffs, IA 51503

Speakers against: None

The City Planning Commission recommended:

A. Final plat approval of a seven-lot minor subdivision to be known as Baldwin Court Phase 2, legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments above and the conditions below:
    1. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless and extension has been requested and granted by the Community Development Director.

2. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
3. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
4. All utilities shall be installed underground. Any costs to construct, remove, and/or relocate any utilities shall be the responsibility of the applicant and/or developer, not the City.
5. In the event that the dwelling placement on proposed Lot 13 interferes with existing utility infrastructure and associated easements, the applicant shall complete one of the following options prior to execution of the final plat:
    a. Modify the house design so that no portion of the structure encroaches into the easement area;
    b. Relocate the existing utility line(s) and work to remove the easement; or
    c. Modify the existing easement area so that no portion is on proposed Lot 13.
6. All development within the proposed subdivision shall comply with the development standards listed in the proposed development plan for the subject property (Case #PR-25-003).
7. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility.

B. Approval of the request to append a PR-2 Overlay onto property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, and to adopt the associated planned residential development plan for Baldwin Court Phase 2, subject to the comments stated above and the following conditions:

1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director or their designee.

VOTE: AYE – Behrens, Dew, Epley, Hutcheson, Knauss, Rater, Rew, Stroebele, and Watson. NAY – None. ABSTAIN – None. ABSENT – VanHouten. VACANT - One Motion: Carried.

Attachments

- Attachment A – Location/zoning Map
- Attachment B – Baldwin Court Phase 2 Final Plat
- Attachment C – Floor Plans
- Attachment D – Elevations
- Attachment E – Landscaping Plan
- Attachment F – Council Bluffs Street Tree Guide

Prepared by: Haley Weber, Planner, Community Development Department

ATTACHMENT A

CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #SUB-25-008 AND #PR-25-003 LOCATION/ZONING MAP

Legend

Subject Property - Baldwin Court Phase 2

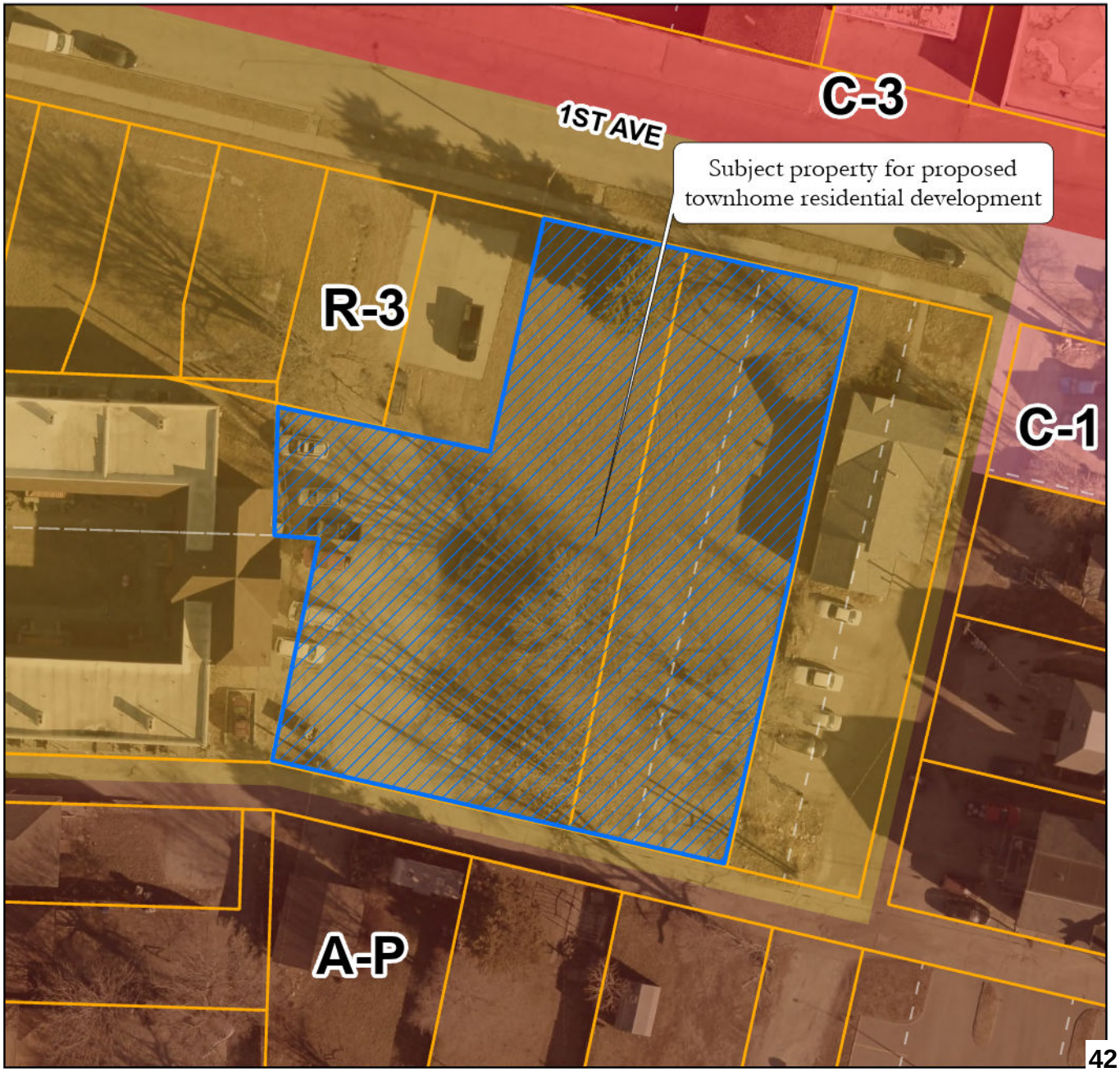
0 30 60

1 inch = 51 feet

Last Amended: 7/21/2025

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

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 denies any and all responsibilities for errors, if any, in the information contained on this map of the misuse of the same by the user or anyone else. The user should verify the accuracy of information/data contained on this map before using it. The City assumes no legal responsibility for the information contained on this map.



ATTACHMENT B

RECORDER'S INDEX
LOT: 7, 12, 13
BLOCK: 2, 11
SUBDIVISION: BALDWIN COURT
SUBDIVISION, BAYLISS 1ST ADDITION
CITY: COUNCIL BLUFFS
COUNTY: POTTAWATTAMIE
PROPRIETOR: POTTAWATTAMIE DEVELOPMENT CORP.
REQUESTED BY: HABITAT FOR HUMANITY OF C.B.
DATE OF FIELD SURVEY: MAY 20, 2025

BALDWIN COURT PHASE 2

BEING A REPLAT OF ALL OF LOT 7 ALL IN BALDWIN COURT, A PORTION OF LOT 13 IN BAYLISS 1ST ADDITION, AND A PORTION OF LOT 4 IN BAYLISS ADDITION ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

OWNER/DEVELOPER:
HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET
COUNCIL BLUFFS, IOWA 51503

PREPARED BY: DAVID E. FORSYTHE, P.L.S., HGM ASSOCIATES INC., P.O. BOX 919, COUNCIL BLUFFS, IOWA 51502 (712)323-0530

CITY COUNCIL

APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH DATE

ATTESTED TO BY:

CITY CLERK: JODI QUAKENBUSH DATE

COMMUNITY DEVELOPMENT DIRECTOR: COURTNEY HARTER DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN BALDWIN COURT SUBDIVISION, IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

TREASURER OF POTTAWATTAMIE COUNTY, IOWA: LEA A. VOSS DATE

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT HABITAT FOR HUMANITY OF COUNCIL BLUFFS, BEING THE SOLE OWNER OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED AS LOTS 8 THROUGH 13 AND OUTLOT "A" INCLUSIVELY. SAID PROPERTY TO BE KNOWN AS BALDWIN COURT PHASE 2.

AS PART OF THIS PLATTING, HABITAT FOR HUMANITY OF COUNCIL BLUFFS DOES HEREBY DEDICATE TO THE HOMEOWNER'S ASSOCIATION OF BALDWIN COURT AND BALDWIN COURT PHASE 2 OUTLOT A, AND A 10.00 FEET WIDE PERPETUAL UTILITY EASEMENT ACROSS THE NORTH SIDE AND SOUTH SIDE OF LOT 8 THROUGH LOT 13 AND OUTLOT A, A 5.00 FOOT EASEMENT ALONG THE WEST LIDE OF OUTLOT "A", AND THE EAST SIDE OF OUTLOT "A" AND LOTS 9 AND 13 (SEE SHEET 3 OF 3).

THE DEDICATION OF THESE EASEMENTS SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

A. EASEMENT RUNS WITH THE LAND: THIS EASEMENT SHALL BE DEEMED TO RUN WITH THE LAND AND SHALL BE BINDING ON GRANTOR AND ON GRANTOR'S SUCCESSORS AND ASSIGNS.
B. ERECTION OF STRUCTURES PROHIBITED: GRANTORS SHALL NOT ERECT ANY STRUCTURE OVER OR WITHIN THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER, PROVIDED HOWEVER GRANTOR SHALL HAVE THE RIGHT TO PLACE AND MAINTAIN A SURFACED ROADWAY OVER AND WITHIN THE EASEMENT AREA.
C. CHANGES OF GRADE: GRANTOR SHALL NOT CHANGE THE GRADE, ELEVATION, OR THE CONTOUR OF ANY PART OF THE EASEMENT AREA WITHOUT OBTAINING THE PRIOR WRITTEN CONSENT OF THE CITY ENGINEER.
D. RIGHT OF ACCESS: CITY SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT AREA AND HAVE ALL RIGHTS OF INGRESS AND EGRESS REASONABLY NECESSARY FOR THE USE AND ENJOYMENT OF THE EASEMENT AREA HEREIN DESCRIBED.
E. REMOVAL AND REPLACEMENT: THE COST AND REMOVAL AND REPLACEMENT OF ANY UNAUTHORIZED IMPROVEMENT OR STRUCTURES WITHIN THE EASEMENT AREA, NECESSITATED BY THE EXERCISE OF THE RIGHTS UNDER THIS EASEMENT, SHALL BE BORNE BY THE GRANTOR OR THEIR SUCCESSORS OR ASSIGNS.
F. SURFACE RESTORATION: CITY'S LIABILITY TO RESTORE THE SURFACE WITHIN THE EASEMENT AREA SHALL BE LIMITED ONLY TO GRADING AND SEEDING AND REPLACEMENT OF GRANTORS SURFACED ROADWAY.
G. DUTY TO REPAIR: CITY AGREES THAT ANY DRAIN TILE, DRIVE OR ACCESS WAY, FENCE, YARD, OR OTHER IMPROVEMENT OUTSIDE OF THE EASEMENT AREA WHICH MAY BE DAMAGED AS A RESULT OF ANY ENTRY MADE THROUGH AN EXERCISE OF THE CITY'S RIGHT OF ACCESS SHALL BE REPAIRED AT NO EXPENSE TO GRANTOR.

WE HEREBY CERTIFY THAT WE WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES. WE HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUSLY WITH THE FILING OF THE FINAL PLAT,

A. PRIVATE RESTRICTIONS AND/OR COVENANTS WILL BE RECORDED WITH THIS FINAL PLAT.
B. CERTIFIED RESOLUTION OF EACH GOVERNING BODY APPROVING THE SUBDIVISION OR WAIVING THE RIGHT TO REVIEW.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A REPLAT OF ALL OF LOT 7 ALL IN BALDWIN COURT, A PORTION OF LOT 13 IN BAYLISS 1ST ADDITION, AND A PORTION OF LOT 4 IN BAYLISS ADDITON ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED ASS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 1ST AVENUE;

THENCE ON SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 78 DEGREES 06 MINUTES 42 SECONDS EAST, 106.60 FEET;

THENCE SOUTH 11 DEGREES 38 MINUTES 26 SECONDS WEST, 192.74 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING 16 FEET WIDE ALLEY;

THENCE ON SAID NORTH LINE, NORTH 78 DEGREES 05 MINUTES 59 SECONDS WEST, 155.29 FEET TO THE SOUTHWEST CORNER OF LOT 7 IN SAID BALDWIN COURT;

THENCE ON THE WEST LINE OF SAID LOT 7 THE FOLLOWING FIVE COURSES;
1) NORTH 11 DEGREES 29 MINUTES 55 SECONDS EAST, 75.00 FEET;
2) NORTH 88 DEGREES 31 MINUTES 15 SECONDS WEST, 14.63 FEET;
3) NORTH 00 DEGREES 15 MINUTES 11 SECONDS EAST, 43.04 FEET;
4) SOUTH 77 DEGREES 53 MINUTES 43 SECONDS EAST, 71.44 FEET;
5) NORTH 11 DEGREES 53 MINUTES 18 SECONDS EAST, 78.46 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 26905 S.F. (0.618 ACRE), MORE OR LESS.

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF HABITAT FOR HUMANITY OF COUNCIL BLUFFS PROPERTY AS CONTAINED HEREIN ON THIS _____DAY OF_____, 2023.

BY: _____
BLAKE JOHNSON EXECUTIVE DIRECTOR

STATE OF IOWA)
) SS.
COUNTY OF POTTAWATTAMIE)

ON THIS _____ DAY OF_____, 2023, BEFORE ME A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED BLAKE JOHNSON, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS THE EXECUTIVE DIRECTOR OF HABITAT FOR HUMANITY OF COUNCIL BLUFFS, THAT NO SEAL HAS BEEN PROCURED BY SAID HABITAT FOR HUMANITY OF COUNCIL BLUFFS, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF HABITAT FOR HUMANITY OF COUNCIL BLUFFS BY AUTHORITY OF THE BOARD AND SAID BLAKE JOHNSON ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID HABITAT FOR HUMANITY OF COUNCIL BLUFFS BY IT VOLUNTARILY EXECUTED.

_____ _____
NOTARY PUBLIC IN AND FOR SAID STATE MY COMMISSION EXPIRES

PROFESSIONAL LAND SURVEYOR
JEFFREY D. DIMON
29399
IOWA

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

_____
JEFFREY D. DIMON DATE
LICENSE NUMBER 29399
MY LICENSE RENEWAL DATE IS DECEMBER 31, _____.
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1 OF 1

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

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

JDD drawn
JDD designed
JDD approved
JULY 25 date
revision date

project BALDWIN COURT PHASE 2
client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503
sheet REPLAT

project no. 104725
sheet 1 OF 3

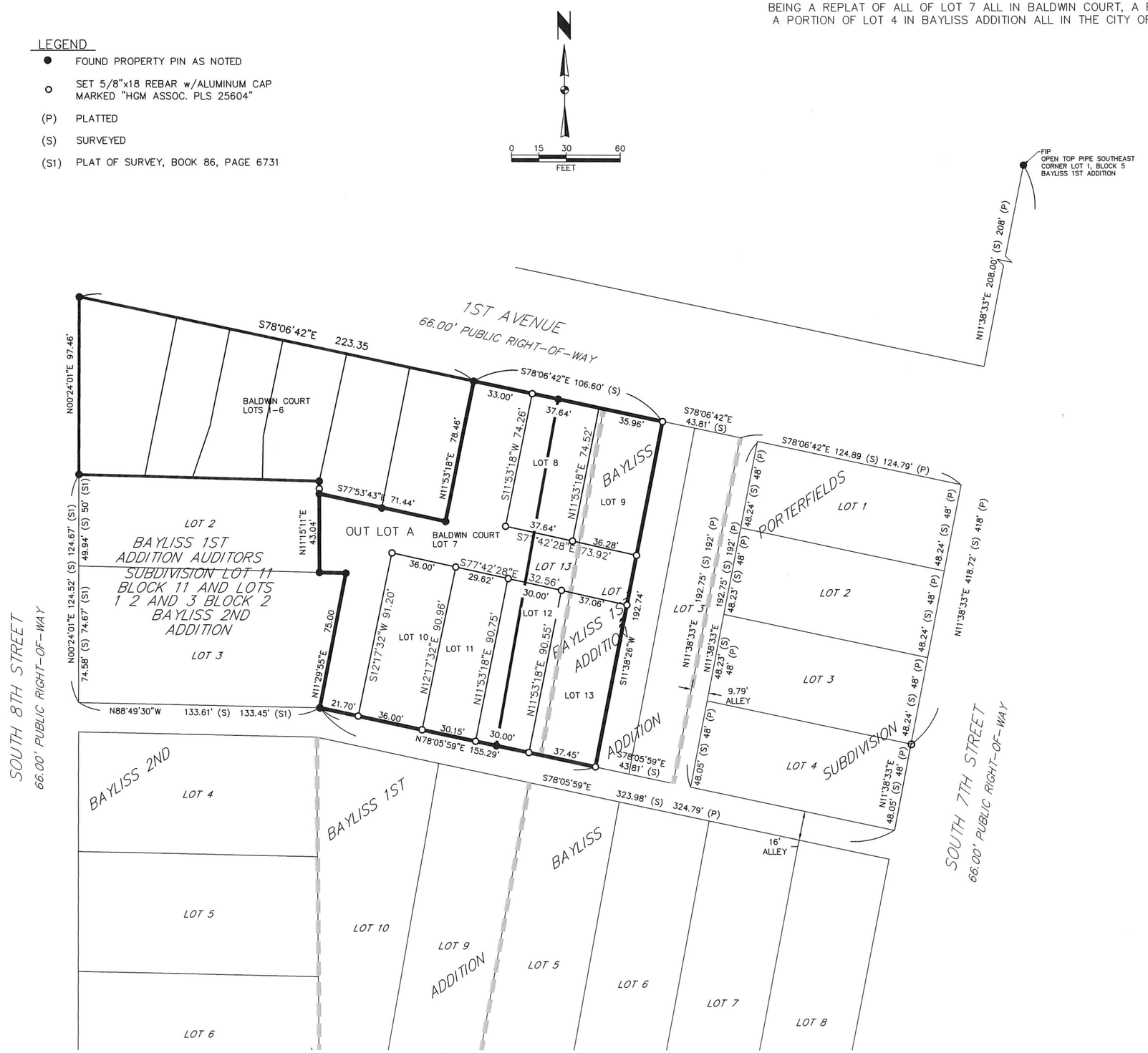
By: hgm: 104725 T:\Drafting\104725_Baldwin_Court\Engineering\Dwg\Survey

BALDWIN COURT PHASE 2

BEING A REPLAT OF ALL OF LOT 7 ALL IN BALDWIN COURT, A PORTION OF LOT 13 IN BAYLISS 1ST ADDITION, AND A PORTION OF LOT 4 IN BAYLISS ADDITION ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

LEGEND

- ● FOUND PROPERTY PIN AS NOTED
- ○ SET 5/8"x18 REBAR w/ALUMINUM CAP MARKED "HGM ASSOC. PLS 25604"
- (P) PLATTED
- (S) SURVEYED
- (S1) PLAT OF SURVEY, BOOK 86, PAGE 6731



AREA SUMMARY		
LOT	AREA (S.F.)	AREA (AC)
8	2800.028	0.064
9	2696.282	0.062
10	3278.883	0.075
11	2709.789	0.062
12	2719.512	0.062
13	3368.378	0.077
TOTAL	17572.87	0.403

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

	date	revision
JNS drawn		
DEE designed		
DEE approved		
JULY 23 date		

project BALDWIN COURT PHASE 2

client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503

sheet **REPLAT**

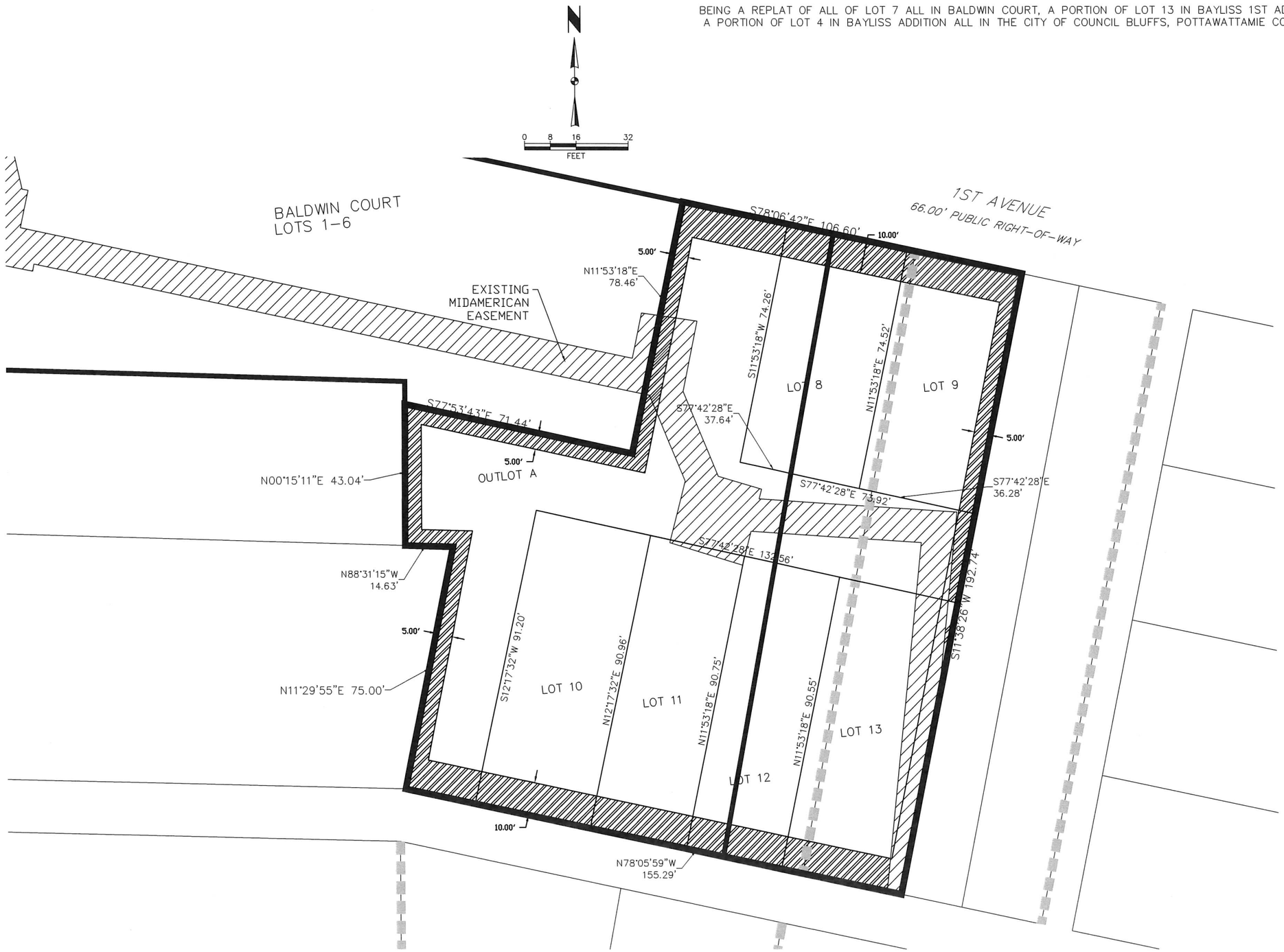
project no. 104523

sheet **2 OF 3**

fb: hgm: 104725 T:\Drafting\104725 Baldwin Court\Engineering\Dwgs\Survey

BALDWIN COURT PHASE 2

BEING A REPLAT OF ALL OF LOT 7 ALL IN BALDWIN COURT, A PORTION OF LOT 13 IN BAYLISS 1ST ADDITION, AND A PORTION OF LOT 4 IN BAYLISS ADDITION ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA



UTILITY EASEMENT DETAIL

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

JDD	drawn
JDD	designed
JDD	approved
JUL Y 25	date
	revision
	date

project BALDWIN COURT PHASE 2

client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503

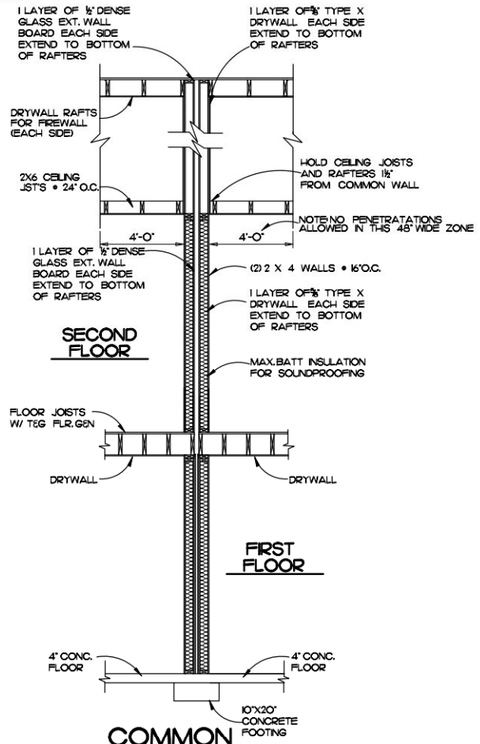
sheet **REPLAT**

project no.
104725

sheet
3 OF 3

fb: hgm: 104725 T:\Drafting\104725 Baldwin Court\Engineering\Dwgs\Survey

ATTACHMENT C



COMMON WALL SECTION

SCALE 1/8" = 1'-0"

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.10.5 AND TABLE R602.10.5

NOTE: ALL MAIN LEVEL WALLS ARE 9'-1⅛" UNLESS NOTED.

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

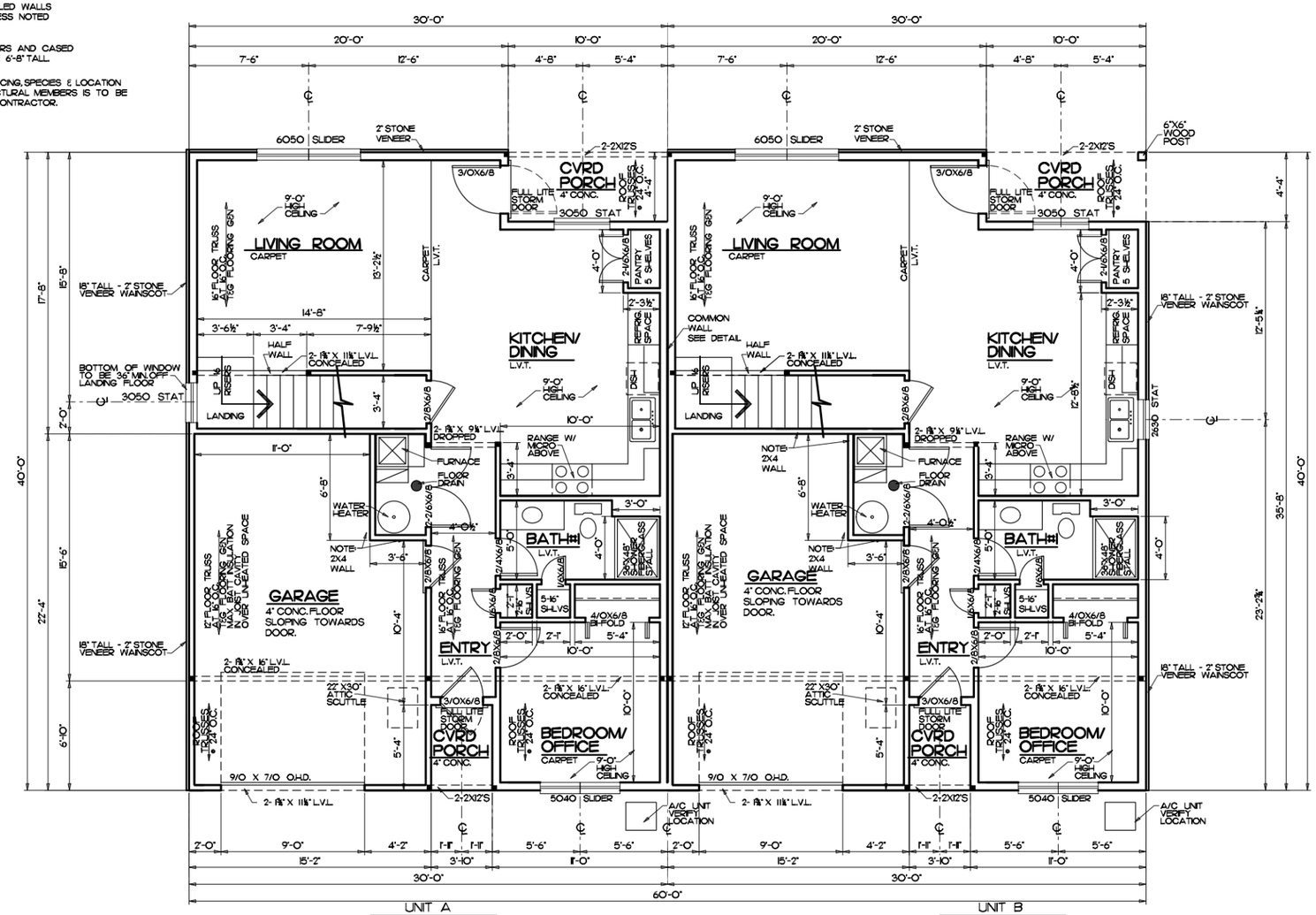
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS.

NOTE: ALL EXTERIOR WALLS ARE 6"-5½" STUD W/½" RIGID INSUL.

NOTE: ALL ANGLED WALLS ARE @ 45° UNLESS NOTED OTHERWISE

NOTE: ALL DOORS AND CASED OPENINGS ARE 6'-8" TALL.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.



UNIT A

FIRST FLOOR = 803 SQ.FT.
SECOND FLOOR = 952 SQ.FT.
TOTAL = 1755 SQ.FT.
GARAGE = 333 SQ.FT.

UNIT B

FIRST FLOOR = 803 SQ.FT.
SECOND FLOOR = 952 SQ.FT.
TOTAL = 1755 SQ.FT.
GARAGE = 333 SQ.FT.

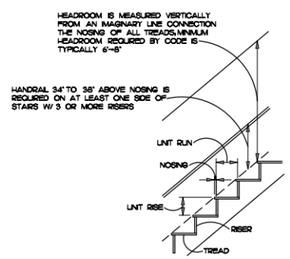
FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"

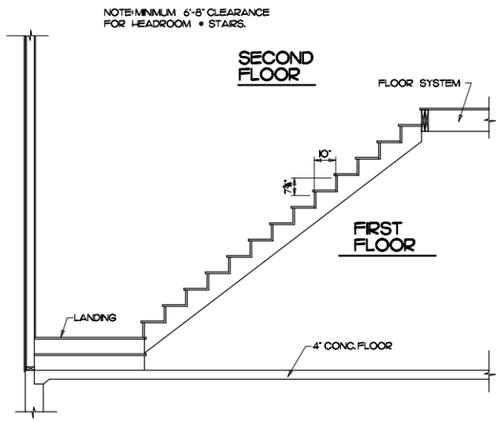
STAIRS/GUARDRAILS

MAX. RISER HEIGHT = 7 3/4" MIN TREAD DEPTH = 10"
MIN HEADROOM = 80" MIN STAIR WIDTH = 36"

HANDRAILS ARE REQUIRED ON ONE SIDE OF STAIRWAYS OF FOUR OR MORE RISERS. HANDRAIL HEIGHT SHALL BE 34" TO 38" ABOVE THE NOSING. MIN 36" HIGH GUARDRAILS AT DECKS AND 34" HIGH AT STAIRS ARE REQUIRED AT VERTICAL DROPS OVER 30". GUARDRAIL OPENINGS SHALL NOT ALLOW THE PASSAGE OF A 4" MAX. DIAMETER SPHERE.



TYPICAL STAIR DIMENSIONS



STAIR SECTION

SCALE 1/8" = 1'-0"

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WITH OUR TITLING, WE DO NOT ASSUME THE WARRANTY OF THESE PLANS FOR YOUR SPECIFIC SITE. CONSULT YOUR CONSTRUCTION PROFESSIONALS TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE.

1755 PLAN

COUNCIL BLUFFS HABITAT FOR HUMANITY BALDWIN COURT TOWNHOMES 2

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Residential Design Services
402-592-6968

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.12 AND TABLE R602.10.5

NOTE: ALL SECON LEVEL WALLS ARE 8'-1⅛" UNLESS NOTED.

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

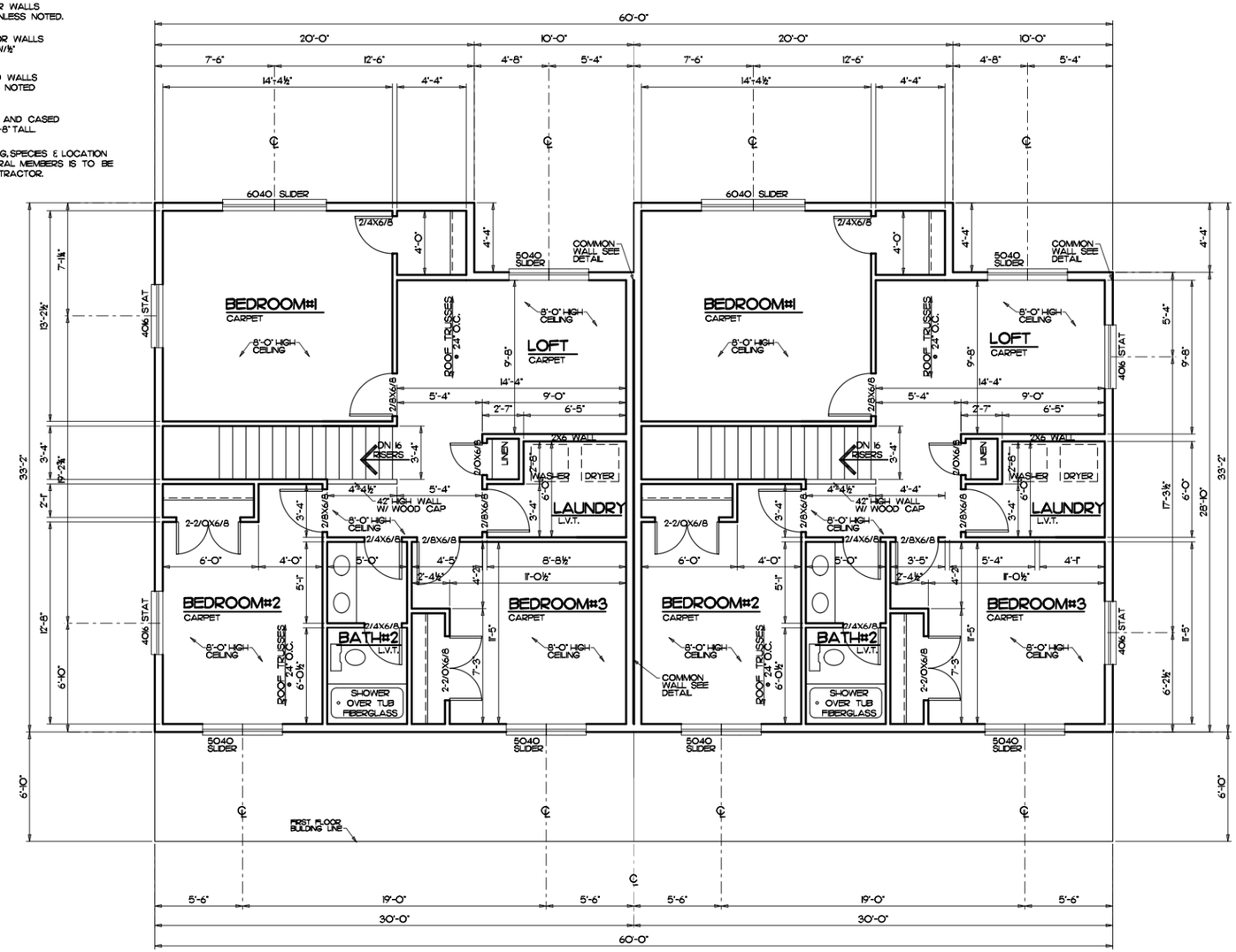
NOTE: ALL INTERIOR WALLS ARE 3½" STUDS UNLESS NOTED.

NOTE: ALL EXTERIOR WALLS ARE 6"-5⅛" STUD W/½" RIGID INSUL.

NOTE: ALL ANGLED WALLS ARE @ 45° UNLESS NOTED OTHERWISE

NOTE: ALL DOORS AND CASED OPENINGS ARE 6'-8" TALL.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.



UNIT A
FIRST FLOOR = 952 SQ.FT.

SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

UNIT B
FIRST FLOOR = 952 SQ.FT.

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WE ARE NOT LICENSED IN THIS STATE. WE MAKE NO WARRANTY OF THESE PLANS FOR YOUR SPECIFIC SITE. CONSULT YOUR CONSTRUCTION PROFESSIONALS TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE.

1755 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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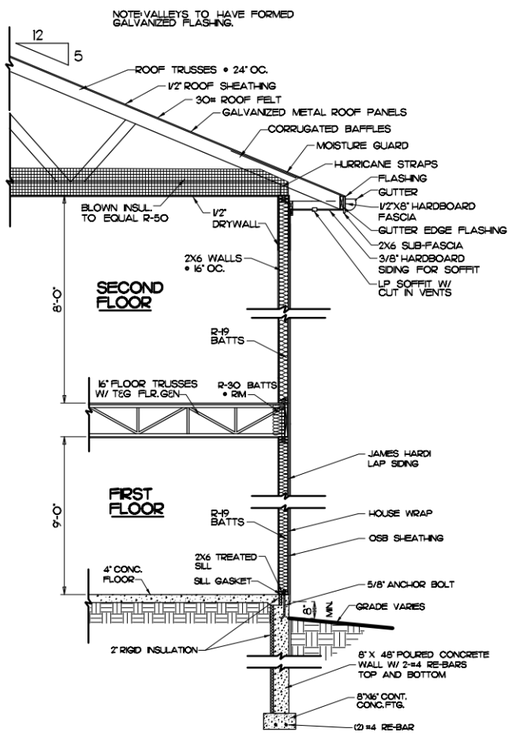
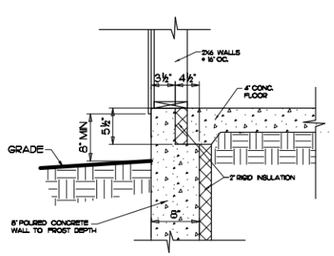
402-592-6968



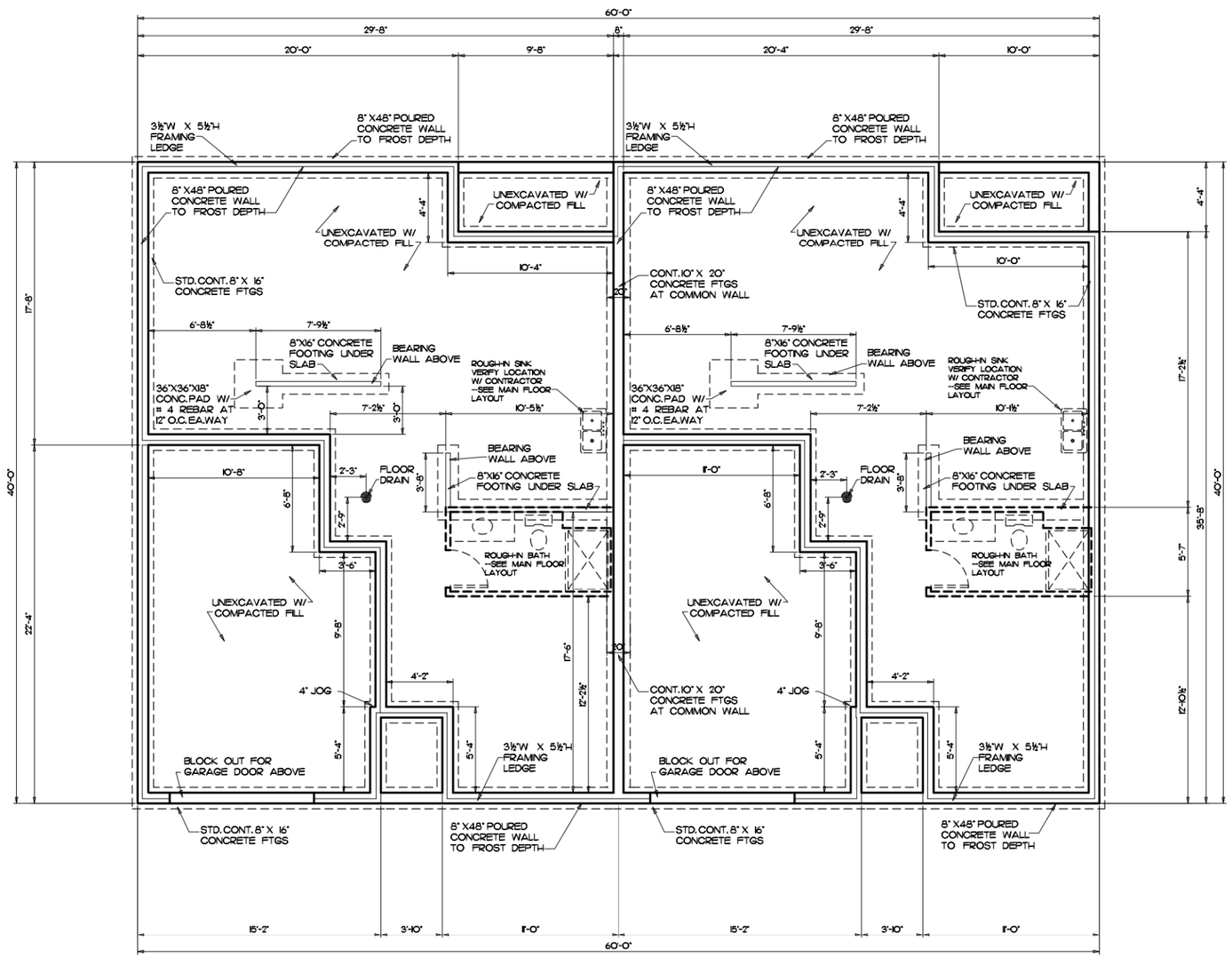
WALL SECTION

SCALE: 3/8" = 1'-0"



SLAB DETAIL

NO SCALE



FOUNDATION PLAN

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

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. SITE CONDITIONS MAY VARY. DESIGNER MAKES NO WARRANTY OR REPRESENTATION OF THESE PLANS FOR YOUR SPECIFIC SITE. CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE.

1755 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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TURK & Associates
Residential Design Services
402-592-6968

STAIRS/GUARDRAILS	
MAX RISER HEIGHT = 7 3/4"	MIN TREAD DEPTH = 10"
MIN HEADROOM = 6'-8"	MIN STAIR WIDTH = 36"

HANDRAILS ARE REQUIRED ON ONE SIDE OF STAIRWAYS OF FOUR OR MORE RISERS. HANDRAIL HEIGHT SHALL BE 34" TO 38" ABOVE THE NOSING. MIN 36"-HIGH GUARDRAILS AT DECKS AND PORCHES AT STAIRS ARE REQUIRED AT VERTICAL DROPS OVER 30". MAXIMUM OPENING SHALL NOT ALLOW THE PASSAGE OF A 4" MAX DIAMETER SPHERE.

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH O.S.B. SHEETING. BRACED WALL PANELS AS PER 2015 IRC R602.10.2 AND TABLE R602.10.5

NOTE: ALL MAIN LEVEL WALLS ARE 9'-1⅛" UNLESS NOTED.

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

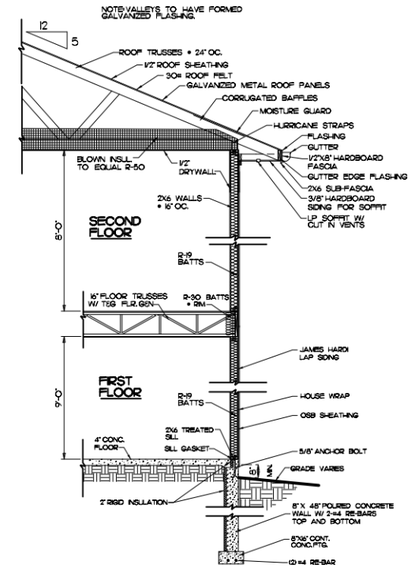
NOTE: ALL INTERIOR WALLS ARE 3⅝" STUDS.

NOTE: ALL EXTERIOR WALLS ARE 6"-5⅛" STUD W/ ⅛" RIGID INSUL.

NOTE: ALL ANGLED WALLS ARE = 45° UNLESS NOTED OTHERWISE

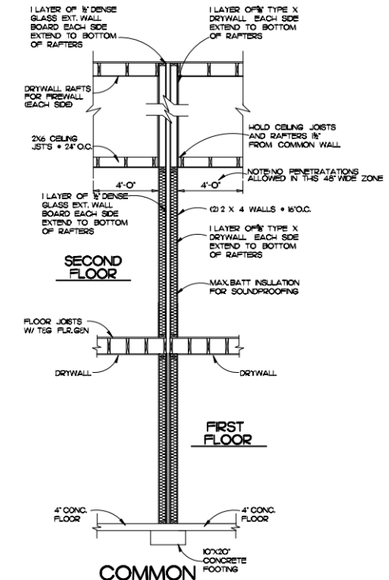
NOTE: ALL DOORS AND CASED OPENINGS ARE 6'-8" TALL.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.



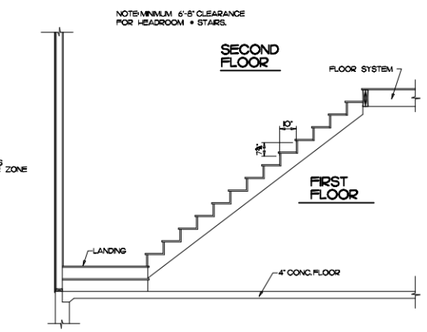
WALL SECTION

SCALE 1/4"=1'-0"



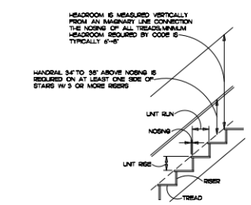
COMMON WALL SECTION

SCALE 1/8"=1'-0"

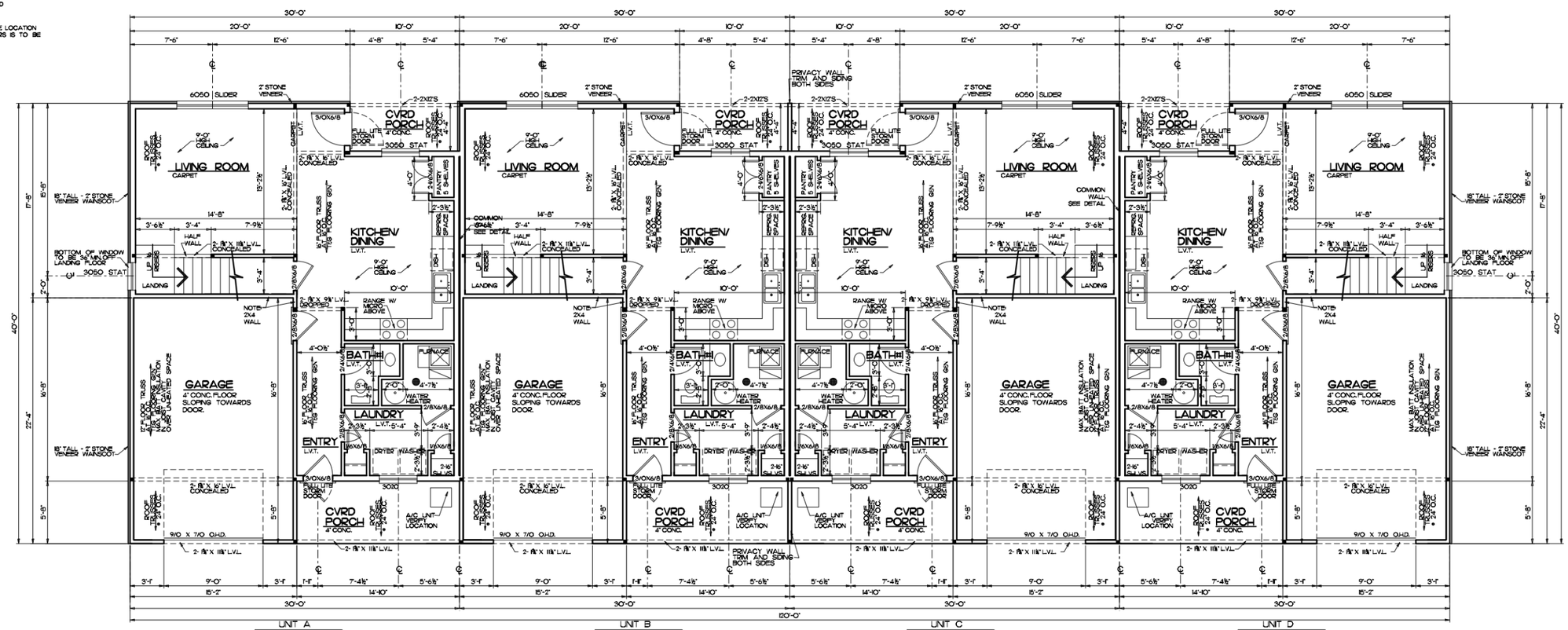


STAIR SECTION

SCALE 1/3/8"=1'-0"



TYPICAL STAIR DIMENSIONS



UNIT A	UNIT B	UNIT C	UNIT D
FIRST FLOOR = 739 SQ.FT.	FIRST FLOOR = 739 SQ.FT.	FIRST FLOOR = 739 SQ.FT.	FIRST FLOOR = 739 SQ.FT.
SECOND FLOOR = 706 SQ.FT.	SECOND FLOOR = 706 SQ.FT.	SECOND FLOOR = 706 SQ.FT.	SECOND FLOOR = 706 SQ.FT.
TOTAL = 1445 SQ.FT.	TOTAL = 1445 SQ.FT.	TOTAL = 1445 SQ.FT.	TOTAL = 1445 SQ.FT.
GARAGE = 333 SQ.FT.	GARAGE = 333 SQ.FT.	GARAGE = 333 SQ.FT.	GARAGE = 333 SQ.FT.

FIRST FLOOR PLAN

SCALE 1/4"=1'-0"

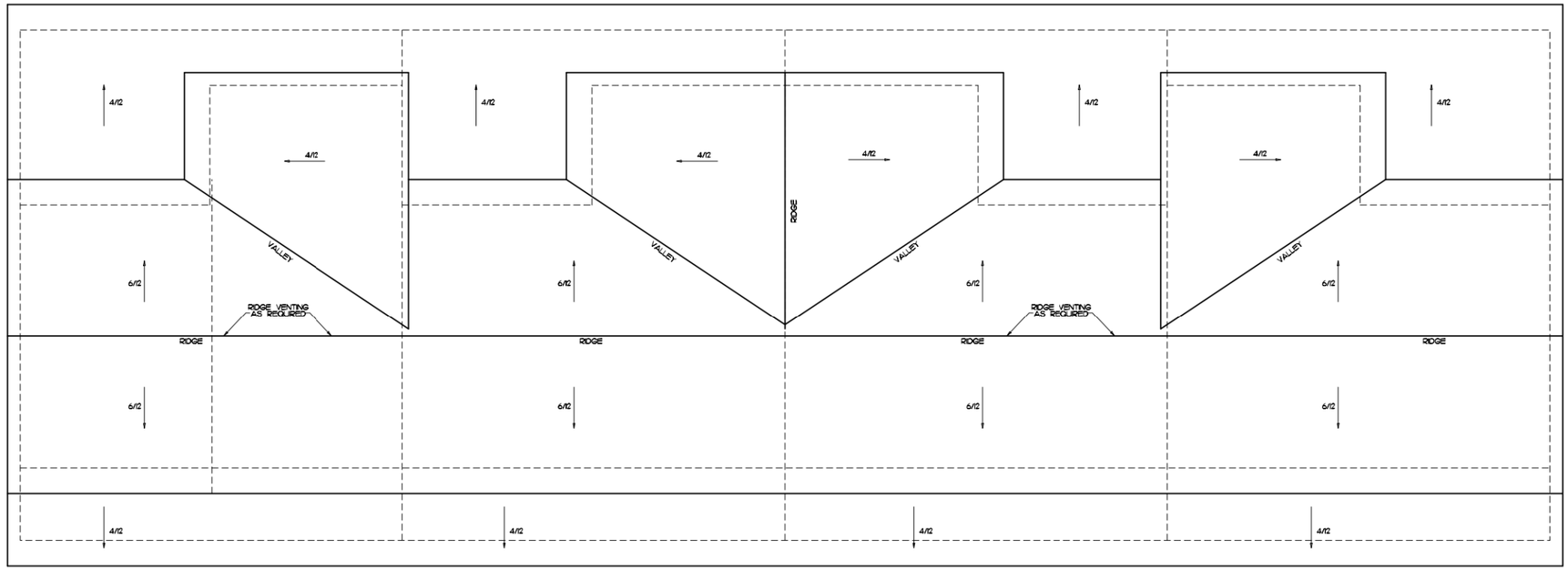
ELDRON CHANDLER
402-572-6968
REVISED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE. DO NOT SCALE DRAWINGS. YOUR BIDDING SHOULD INCLUDE YOUR OWN COSTS. YOU ARE RESPONSIBLE FOR CONSTRUCTION FROM THESE PLANS. PREPARE YOUR SPECIFICATIONS FOR YOUR SPECIFIC SITE.

1445 PLAN

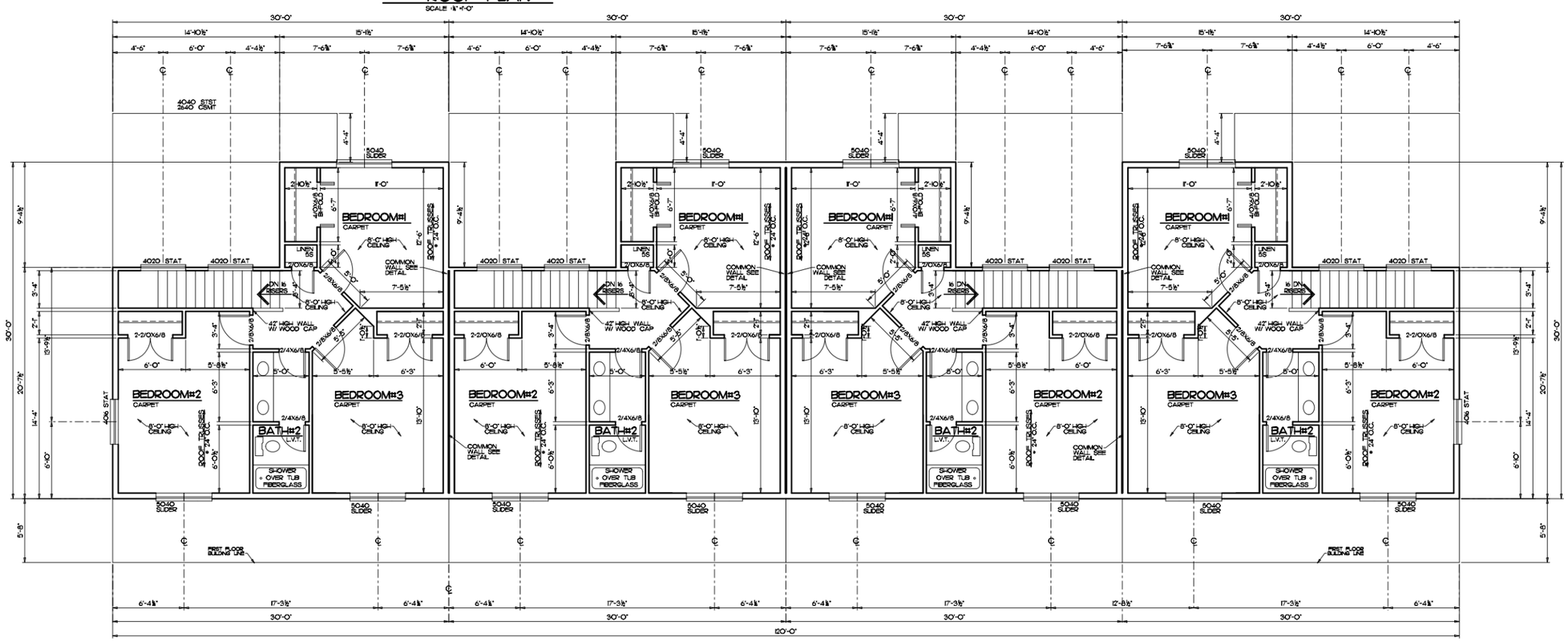
COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

TDRK & Associates
Residential Design Services
402-572-6968



ROOF PLAN

SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN

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

NOTE: ALL EXTERIOR WALLS ARE CONTINUOUSLY SHEATHED WITH OSB/SHEETING, BRACED WALL PANELS AS PER 2015 IRC R602 AND TABLE R602.10.3

NOTE: ALL SECOND LEVEL WALLS ARE 8'-1/8" UNLESS NOTED.

NOTE: ALL WINDOW CALL-OUTS ARE ANDERSEN 100 SERIES

NOTE: ALL INTERIOR WALLS ARE 3 1/2" STUDS UNLESS NOTED.

NOTE: ALL EXTERIOR WALLS ARE 6"-5 1/2" STUD W/ 1/2" RIGID INSUL.

NOTE: ALL ANGLED WALLS ARE = 45° UNLESS NOTED OTHERWISE

NOTE: ALL DOORS AND CASED OPENINGS ARE 6'-8" TALL.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.

ELEVATION CHANGES
402-592-6968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WITH OPTIONS AND VARIATIONS, WORK CONSTRUCTED FROM THESE PLANS MUST BE ENGINEERED FOR YOUR SPECIFIC CHECKLIST YOUR CONSTRUCTION PROJECT. YOU ARE RESPONSIBLE FOR THESE PLANS FOR YOUR SPECIFIC SITE.

1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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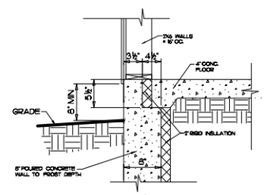
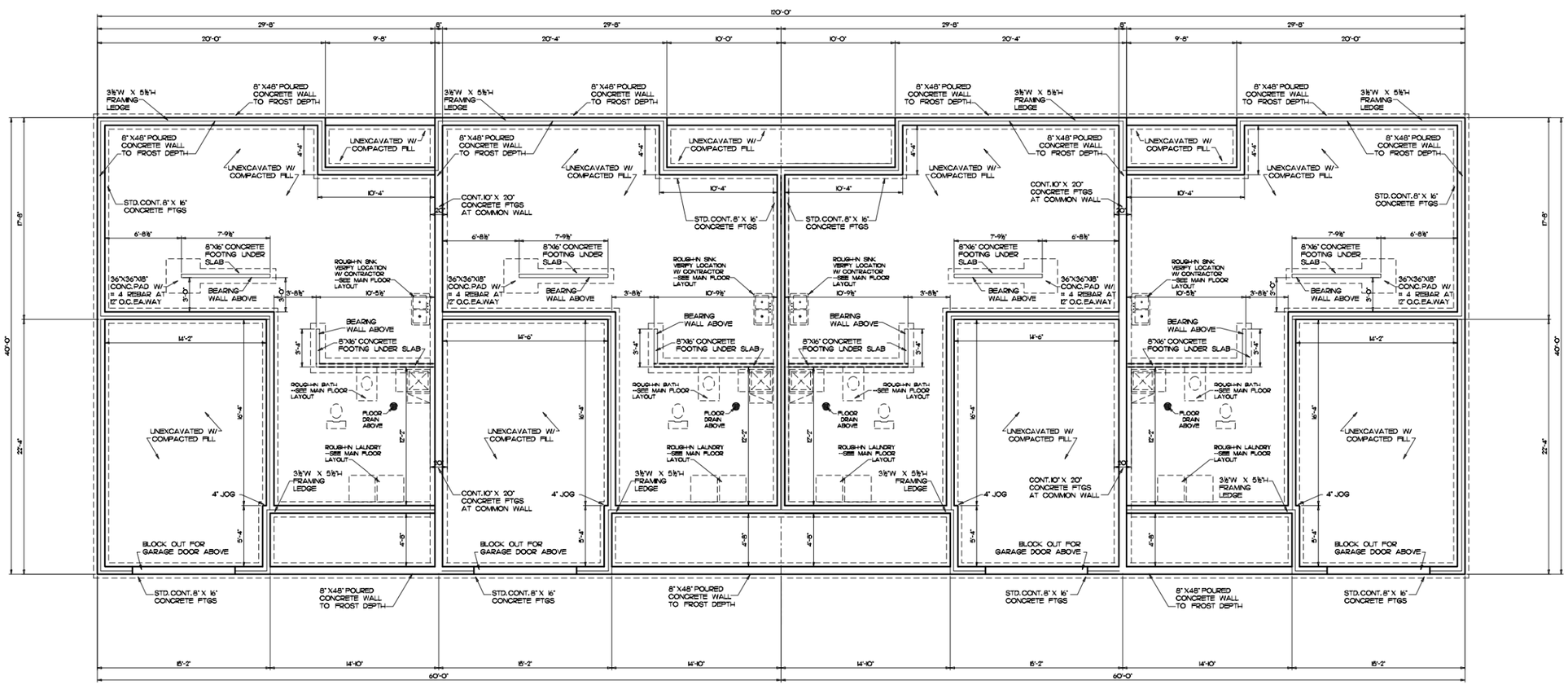


SLAB DETAIL

NO SCALE



FOUNDATION PLAN

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

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.

NOTE: SIZE, SPACING, SPECIES & LOCATION OF ALL STRUCTURAL MEMBERS IS TO BE VERIFIED BY CONTRACTOR.

ELEVATION CHANGES 402-597-0968 REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WITH OPTIONS AVAILABLE, CHANGES MAY BE REQUIRED TO MEET LOCAL CODES. YOUR BROKER SHOULD BE CONSULTED FOR YOUR SPECIFIC SCHEDULE. YOUR CONSTRUCTION MANAGER SHOULD BE CONSULTED FOR THESE PLANS FOR YOUR SPECIFIC SITE.

1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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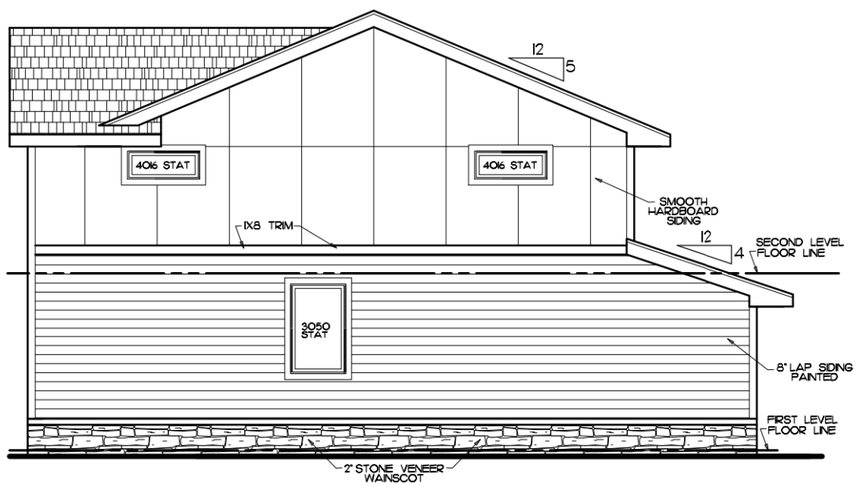
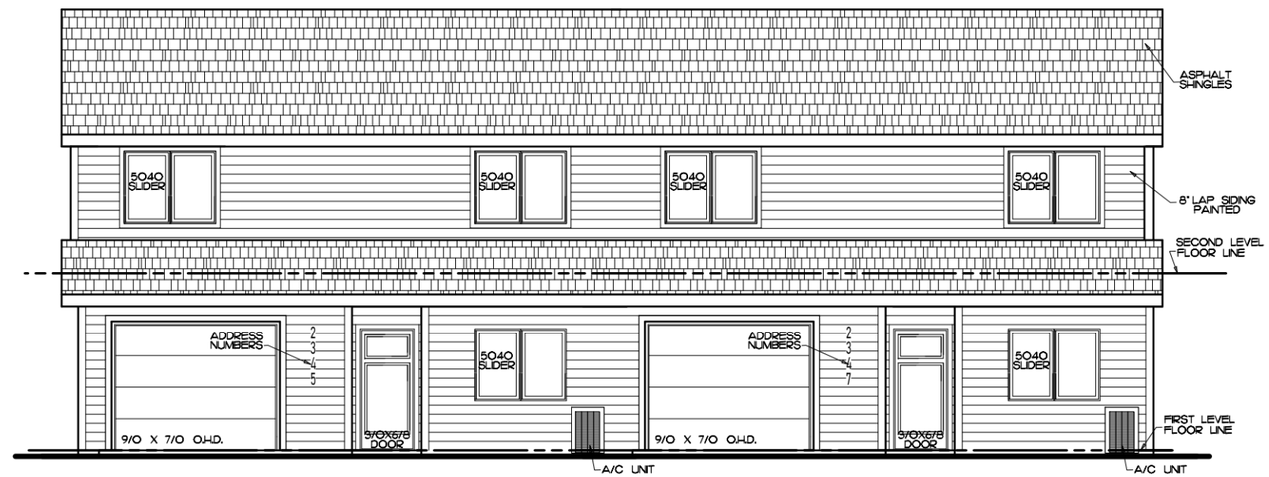
OF

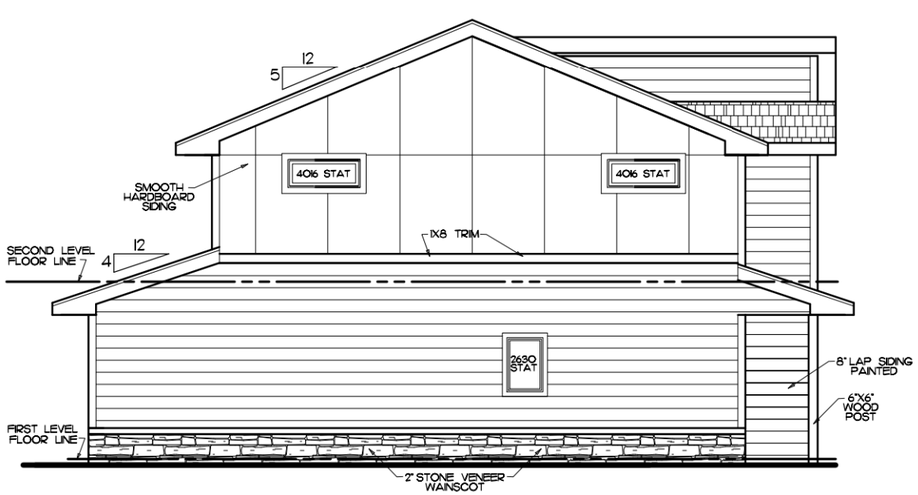
ATTACHMENT D



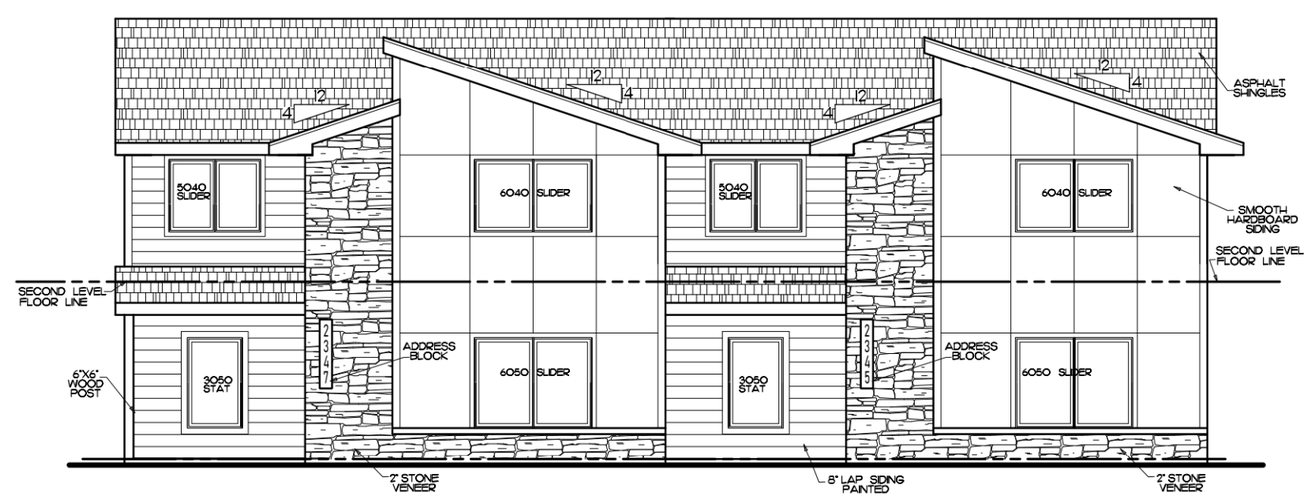
SIDE ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"



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

CUSTOM CHANGES
402-592-6968
REVERSED PLANS

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. SITE CONDITIONS MAY VARY. DESIGNER MAKES NO WARRANTY OF THESE PLANS FOR YOUR SPECIFIC SITE. CONSULT YOUR CONSTRUCTION PROFESSIONAL TO DETERMINE THE SUITABILITY OF THESE PLANS FOR YOUR SPECIFIC SITE.

1755 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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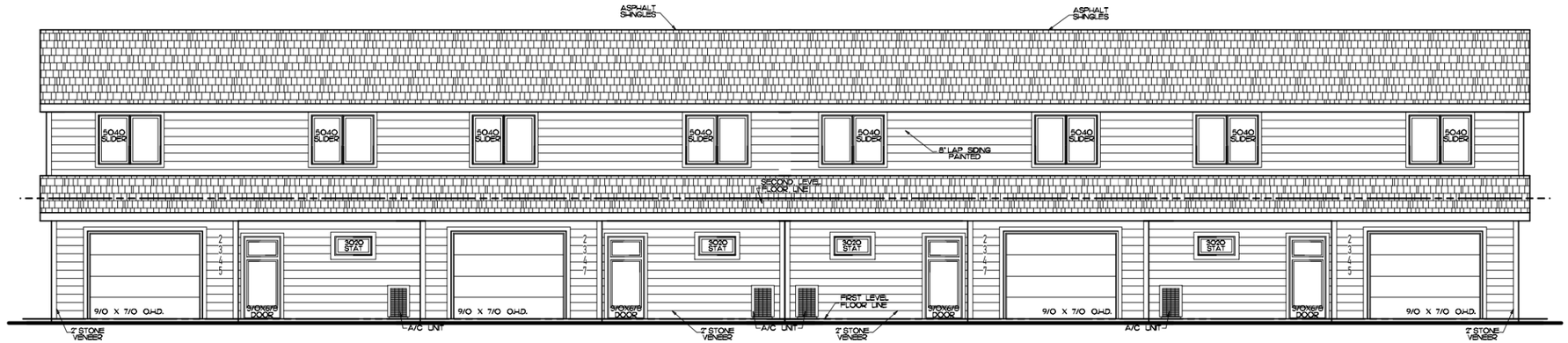
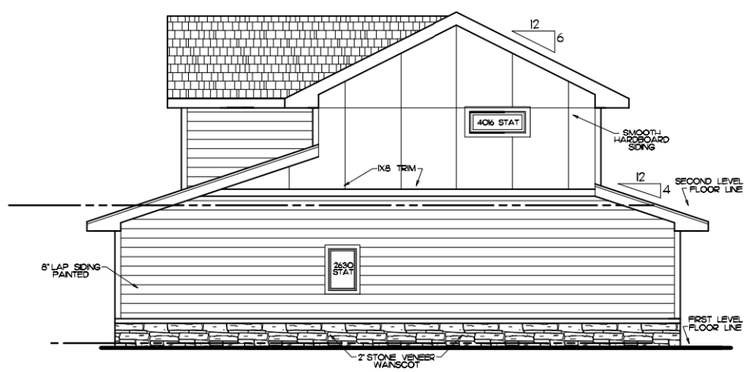
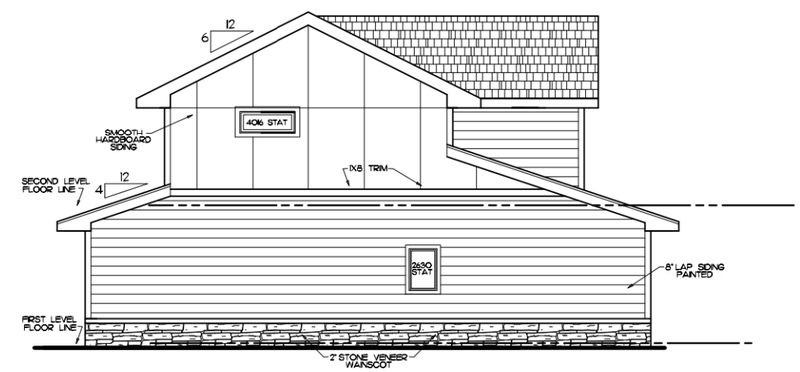


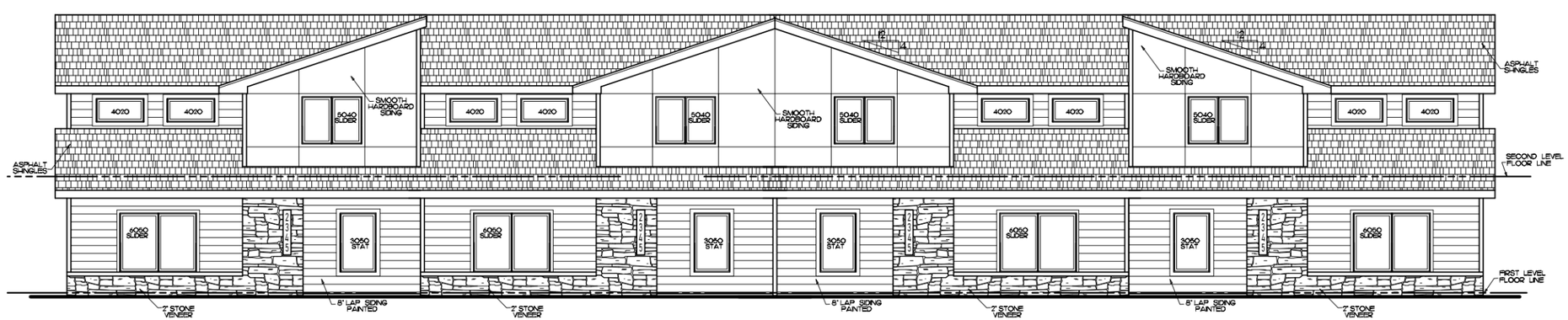
REAR ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"



SIDE ELEVATION
SCALE: 1/4" = 1'-0"



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

DESIGNER IS NOT AN ARCHITECT OR ENGINEER. WITH OPTIONS AND VARIATIONS, WORK CONDITIONS MAY VARY. PROPER CLEARANCE, YOUR SPECIFIC SITE CONDITIONS, YOUR SPECIFIC SCHEDULE, YOUR CONSTRUCTION METHODS, AND YOUR CONSTRUCTION MATERIALS ARE YOUR RESPONSIBILITY. THESE PLANS ARE FOR YOUR SPECIFIC SITE.

1445 PLAN

COUNCIL BLUFFS
HABITAT FOR HUMANITY
BALDWIN COURT TOWNHOMES 2

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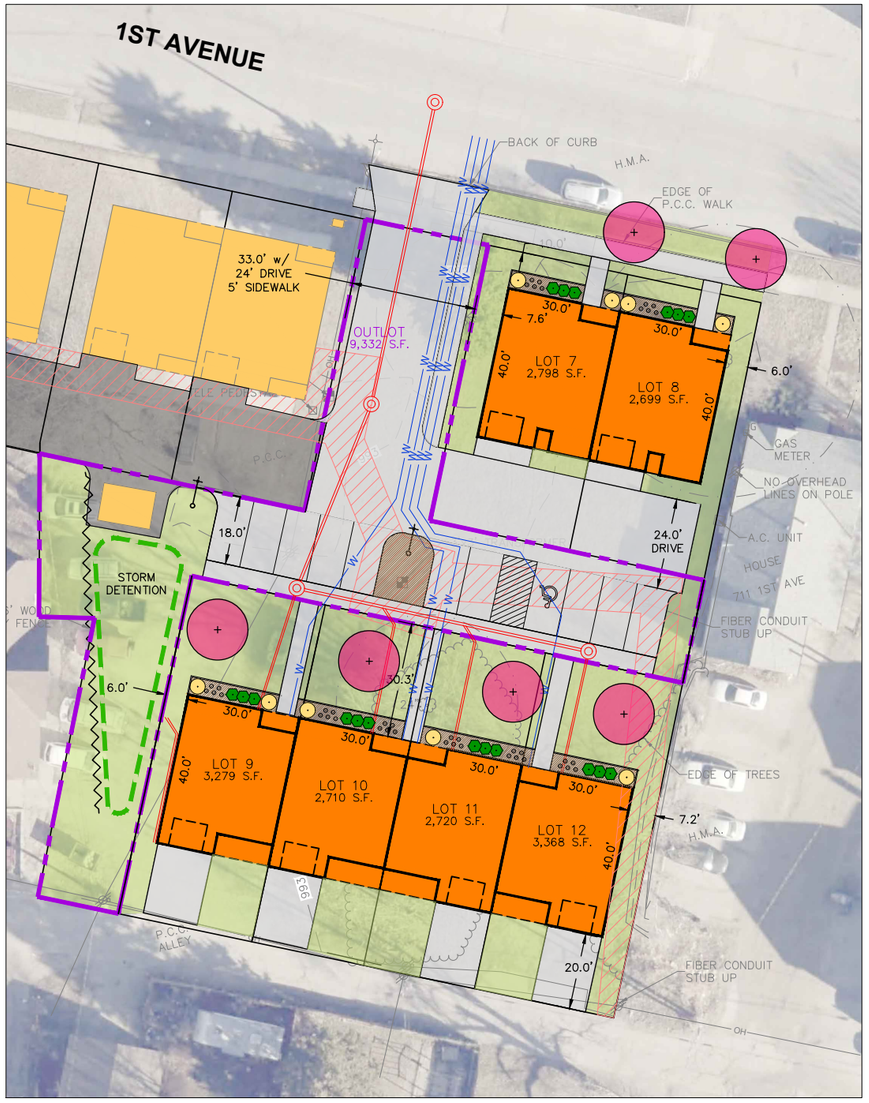
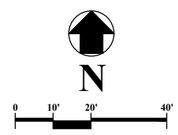
402-592-6968

OF



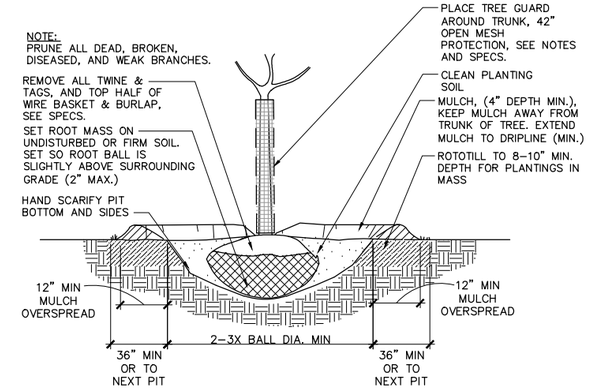
1 LANDSCAPE PLAN



LEGEND

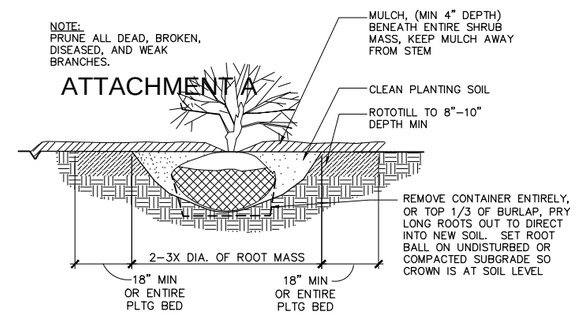
NOTE: MATCH PLANT MATERIAL OF PHASE ONE

- SHADE TREES
- ORNAMENTAL TREES
- SHRUBS
- PERENNIALS
- IRRIGATE ALL SOD & PLANTING AREAS



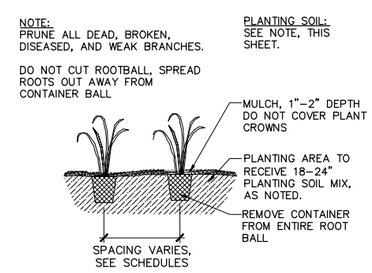
2 TREE PLANTING DETAIL

NO SCALE



3 SHRUB PLANTING DETAIL

NO SCALE



4 PERENNIAL PLANTING DETAIL

NO SCALE

PLANTING NOTES:

1. ALL WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES.
2. LOCATE AND FLAG ALL UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DAMAGE TO UTILITIES OR OTHER SITE IMPROVEMENTS CAUSED BY CONTRACTOR SHALL BE REPAIRED AT NO COST TO THE OWNER.
3. ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (A.S.N.S.), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C.
4. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO THE A.S.N.S. ALL SPECIES SUBSTITUTIONS MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
5. THE LOCATIONS OF PLANT MATERIAL IS CRITICAL AND SHALL BE INSTALLED AS INDICATED ON THE DRAWINGS. STAKE LOCATION OF PLANT MATERIALS AND OBTAIN APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. DO NOT PLANT TREES OR SHRUBS IN SWALE AREAS.
6. THE LANDSCAPE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
7. PLANTING SOIL MIX CONTINUOUS PLANTING BEDS, EXCAVATE AREAS FOR NEW PLANTING SOIL OF CLEAN LOAM TOPSOIL AND 1" COMPOST MATERIAL MIXED THOROUGHLY TO A DEPTH OF 18" MIN. THIS TO BE COMPLETED AFTER RESTORATION OF THE AREA TO REMOVE HARD PAN OR COMPACTED AREAS.
8. PROVIDE SHREDDED HARDWOOD MULCH IN ALL PLANT SAUCERS AND PLANTING BEDS TO A 4–INCH MINIMUM DEPTH. APPLY PRE–EMERGENT TO ALL PLANTING BEDS PRIOR TO MULCHING. PROVIDE BROWN–COLORED MULCH.
9. ALL EXISTING TURF AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED. SEE DRAWINGS AND SPECIFICATIONS. AREAS DISTURBED AND NOT SHOWN TO BE SODDED, SHALL BE SEEDED AND BLANKETED.
10. SODDED AREAS SHALL MATCH ELEVATION OF EXISTING TURF GRASS. CUT EXISTING TURF IN STRAIGHT LINES TO BUTT TIGHT THE EDGES OF THE NEW SOD AT SAME ELEVATION. NO OVERLAP WILL BE ACCEPTED.
11. OWNER RESERVES THE RIGHT TO SUBSTITUTE PLANT MATERIAL TYPE, SIZE, AND/OR QUANTITY.
12. FIELD ADJUSTMENTS MAY BE NECESSARY BASED UPON FIELD CONDITIONS (I.E. ROOT BALL AND DROP INLET CONFLICT). CONFIRM LOCATION OF ALL UNDERGROUND STORAGE CELLS PRIOR TO PLANTING. ALL ADJUSTMENTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
13. ALL DEMOLISHED AND/OR REMOVED ITEMS SHALL BE HAULED COMPLETELY AWAY FROM THE SITE BY THE CONTRACTOR.
14. ALUM. EDGING SHALL BE CLEANLINE, 3/16"x 5–1/2" ALUMINUM EDGING WITH STAKING (BLACK ANODIZED FINISH) AS MANUFACTURED BY PERMALOC CORPORATION OR APPROVED EQUIVALENT.

PROGRESS SET
Jul 10, 2025
NOT FOR CONSTRUCTION

hgm ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

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

TMM drawn	
TMM designed	
ZMW approved	
JULY 2025 date	revision date

project BALDWIN COURT - PHASE 2
1ST AVENUE AND 8TH STREET

client HABITAT FOR HUMANITY OF COUNCIL BLUFFS
1228 SOUTH MAIN STREET, COUNCIL BLUFFS, IA 51503

sheet LANDSCAPE PLAN

project no. 104725

sheet 1 of 1

FILENAME: \\SRV28\Shared\Blue_Team\Projects\104725 HFH – BALDWIN COURT\Engineering\Dwgs\Design\104725 LANDSCAPE.dwg
DRAWN BY: tmm, SAVE DATE: Jul 10, 2025 11:40 AM DATE PLOTTED: 7/10/2025 12:02 PM, PLOT SCALE: 1:2

Council Bluffs Street Tree Species Guide

Last revised: June 2019

Species	Spacing	Size Category
Magnolia	10-20'	Small
Dogwood	20'	Small
Purple Plum	20'	Small
Service Berry	20'	Small
Redbud	20-25'	Small
Hawthorn (thornless)	20-25'	Small
Crabapple (all)	20-25'	Small
Lilac Tree	20-25'	Small
Black Gum	20-30'	Small-Medium
Ornamental Cherry	25-35'	Small-Medium
Birch (River or Clump)	30'	Medium
Golden Rain	35'	Medium
Hornbeam	35-40'	Medium
Japanese Pagoda	40'	Medium
Buckeye	40'	Medium
Tulip Tree	40'	Medium
Red Oak	45'	Large
Bur Oak	45'	Large
White Oak	45'	Large
Yellowwood	45'	Large
Lindens	50'	Large
Locust	50'	Large
Gingko (male)	50'	Large
Kentucky Coffee Bean	50-60'	Large
Chinquapink Oak	50-60'	Large
Swamp White Oak	50-60'	Large
Sycamore	60'	Large

Small = 20-30'
Medium = 30-45'
Large = 45' and taller

There are other varieties we can recommend, please call 712-890-5291 for more information.

Tree we do not permit on City properties include: Willows, Poplars, Pin Oak, Tree of Heaven, Persimmon, Boxelder, Mulberry, Cottonwoods, Evergreens, Russian Olive, Weeping crab, Birch (weeping or paper), Hawthorn (with thorns), Elms, Ash, select Maples - call for more information), and fruit trees.

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

You and each of you are hereby notified that the City Council of the City of Council Bluffs, Iowa, has scheduled a public hearing on the request of Orchard Valley Inc. to append a PR-2/Planned Residential Overlay over property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa.

You are further notified that the public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting held at 7:00 p.m., on the 8th day of September, 2025 in the City Council Chambers, 2nd Floor of City Hall, 209 Pearl Street, Council Bluffs, Iowa at which time and place all persons interested in said matter will be given an opportunity to be heard.

_____

Jodi Quakenbush, City Clerk

ORDINANCE NO. 6657

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF COUNCIL BLUFFS, IOWA, AS ADOPTED BY REFERENCE IN SECTION 15.27.020 OF THE 2025 MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA, BY APPENDING A PR-2/PLANNED RESIDENTIAL OVERLAY OVER PROPERTY LEGALLY DESCRIBED AS BEING A REPLAT OF ALL OF LOT 7, BALDWIN COURT AND A PORTION OF LOTS 4 AND 13, BAYLISS 1ST ADDITION, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, AS SET FORTH AND DEFINED IN CHAPTER 15.28 OF THE MUNICIPAL CODE OF COUNCIL BLUFFS, IOWA.

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

SECTION 1. That the Zoning Map of the City of Council Bluffs, Iowa, as adopted by reference in Section 15.02.070 of the 2025 Municipal Code of the City of Council Bluffs, Iowa, be and the same is hereby amended by appending a PR-2/Planned Residential Overlay over property legally described as being a replat of all of Lot 7, Baldwin Court and a portion of Lots 4 and 13, Bayliss 1st Addition, City of Council Bluffs, Pottawattamie County, Iowa, pursuant to all development standards set forth in attached "City Council Communication" and its "Attachments A-E".

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

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

SECTION 4. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its final passage and publication, as by law provided.

ADOPTED
AND September 8, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

First Consideration: 8-25-25
Second Consideration: 9-8-25
Public Hearing: 9-8-25
Third Consideration: _____

Planning Case No. #PR-25-004

Council Communication

Department: Public Works Engineering

Case/Project No.: PW23-15

Subject/Title

Resolution 25-206
Resolution accepting the work of Compass Utility, LLC as complete and authorizing the release of retainage after 30 days if no claims are filed in connection with the Vine Street Parking Lot Expansion. Project # PW23-15

Background/Discussion

The Vine Street Parking Lot Expansion constructed additional parking to the west of the existing lots located along Vine Street. The site was a vacant lot owned by the City.

The new lot provided 26 stalls of new parking.

The project was included in the FY23 CIP with a budget of $250,000 from the Downtown TIF district.

At the east end of the existing Vine Street parking area the trash dumpster and enclosure were frequently vandalized, requiring continuous clean up and repairs. To improve this situation, the 100 Block businesses requested an area for a new trash compactor. The compactor replaced the existing dumpster. Included in the project was a new 3-phase electrical service adjacent to an existing concrete pad on the east side of the Vine Street Parking Lots. The fencing around the existing dumpster was removed and the area was converted to two additional metered parking stalls. The trash compactor is being leased by the businesses from a private solid waste company.

Attached is a summary of project expenses.

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

Staff Recommendation

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

Attachments

Map
Project Expenses

Prepared by: David Vermillion, Civil Engineer II
Approved by: Matt Cox, Public Works Director

PW 23-15
VINE STREET
PARKING LOT EXPANSION
PROJECT LOCATIONS
Legend
PW 23-15

	Division I General	Division II Pavement	Division III Storm Sewer	Division VIII Miscellaneous	Alternate Bid Electrical for Trash Compactor	Total
Original Contract Amount	$22,949.51	$84,687.42	$21,095.50	$67,665.37	$12,723.36	$209,121.16
Change Orders (-3.61%)	($2,485.40)	($11,474.78)	$0.00	$0.00	$6,414.00	($7,546.18)
Final Contract Amount	$20,464.11	$73,212.64	$21,095.50	$67,665.37	$19,137.36	$201,574.98
Less Previous Payments	$19,440.90	$69,552.01	$20,040.72	$64,282.10	$18,180.49	$191,496.22
Retainage Due Contractor	$1,023.21	$3,660.63	$1,054.78	$3,383.27	$956.87	$10,078.76

RESOLUTION NO. 25-206

A RESOLUTION AUTHORIZING THE WORK OF COMPASS UTILITY, LLC IN CONNECTION WITH THE VINE STREET PARKING LOT EXPANSION AND AUTHORIZING THE FINANCE DIRECTOR TO ISSUE A CITY CHECK IN THE AMOUNT OF $10,078.76. PROJECT #PW23-15

WHEREAS, the City of Council Bluffs, Iowa, entered into an agreement with Compass Utility, LLC Council Bluffs, IA for the Vine Street Parking Lot Expansion; and

WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and conditions of said contract and plans and specifications filed with the city clerk; and

WHEREAS, a request for final payment in the amount of $10,078.76 to Compass Utility LLC, has been submitted to the city council for approval and payment; and

WHEREAS, final payment is due 30 days after acceptance of the work; and

WHEREAS, the city council of the City of Council Bluffs has been advised and does believe that said $10,078.76 constitutes a valid obligation of the City and should be in its best interest paid; and

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

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

AND BE IT FURTHER RESOLVED

That the finance director is hereby authorized and directed to issue a city check in the amount of $10,078.76 payable to Compass Utility, LLC, from budget codes Division I, S36000-676000; Division II, S36000-676200; Division III, S36000-676500; Division VIII, S36000-676900; Project #2315X.

ADOPTED
AND
APPROVED August 25, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Operations

Case/Project No.: BM26-05

Subject/Title

Resolution 25-207
Resolution setting a public hearing for 7:00 p.m. on September 8, 2025 for the Bass Pro Parking Lot Repairs. Project # BM-26-05

Background/Discussion

The Bass Pro Shops building and parking field located at 2901 Bass Pro Drive were constructed in 2005. The property is owned by the City and is leased to The Bass Pro Shops.

The parking field has undergone previous repairs to address deterioration. The most recent project, completed in 2023, included the replacement of drive approaches and damaged ADA sidewalk ramps, along with selective patching and seal coating in the areas of work.

Current safety concerns in the parking field and sidewalk areas require additional repairs to ensure continued use of the property. Several sections of the parking field will require milling and HMA overlay, full-depth patching, and crack repairs. Planned work also includes seal coating and re-striping. In addition, some sidewalk areas are severely deteriorated and will need to be repaired.

The engineering estimate for this project is $259,037.20, which includes $23,450.00 for professional services provided by HGM Associates. This project is included in the FY26 CIP budget, with funding from the General Fund.

The project schedule is as follows:	Set Public Hearing	August 25, 2025
	Hold Public Hearing	September 8, 2025
	Bid Letting	September 30, 2025
	Award	October 6, 2025
	Construction Start	October 2025

Staff Recommendation

Approval of this resolution. This project will provide needed repairs to the parking field for continued use of the The Bass Pro Shops store.

Attachments

Notice of Public Hearing
25-207.doc

Prepared by: Cody Smith, Facilities Superintendent

Approved by: Matthew Cox, Public Works Director

Notice of Public Hearing

on the

Plans, Specifications, Form of Contract and Cost Estimate

for the

Bass Pro Parking Lot Repairs

Project #BM-26-05

A public hearing will be held on September 8, 2025, at 7:00 p.m., in the council chambers of City Hall, 209 Pearl Street, Council Bluffs, Iowa, on the proposed plans, specifications, form of contract, and cost estimate for the Bass Pro Shops Parking Lot Repairs project #BM-26-05. The project will include the removal and replacement of 94 square yards of concrete sidewalk; the removal and replacement of 196 linear feet of concrete curb and gutter; the full-depth removal and replacement of 1,310 square feet of asphalt paving; the milling and overlaying of 4,582 square yards of asphalt paving; and the crack sealing, seal-coating, and re-striping of 29,901 square yards of asphalt parking lot, including parking spaces and crosswalks. At said hearing, any interested person may appear and file objections to such plans and specifications.

By Order of the City Council

of the

City of Council Bluffs, Iowa

Jodi Quakenbush, City Clerk

RESOLUTION NO. 25-207

A RESOLUTION AUTHORIZING RESOLUTION DIRECTING THE CLERK TO PUBLISH NOTICE AND SETTING A PUBLIC HEARING ON THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR THE BASS PRO PARKING LOT REPAIRS PROJECT #BM-26-05

WHEREAS, the City wishes to make improvements known as the Bass Pro Parking Lot Repairs; and,

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

WHEREAS, Funding for this project will be provided by the General Fund.

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 Bass Pro Parking Lot Repairs on September 8, 2025.

ADOPTED
AND
APPROVED August 25, 2025

.

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-208
Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with EDC Omaha LandCo LLC, and providing for publication of notice thereof.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

cc staff report - PH for DA.doc
Development Agreement with EDC Omaha LandCo LLC
Notice of Public Hearing
25-208.docx

Prepared by: Courtney Harter, Director of Community Development
Approved by: Courtney Harter, Director of Community Development

3.G

Council Communication

Department: Community Development Case.: URN 23-002	Resolution No.: 23-	Set Public Hearing: 5-08-23 PH & First Reading: 6-12-23

Subject/Title

A public hearing on the proposal to enter into a development agreement with TSL Company Holdings, Ltd.

Location

Generally located west of Harry Langdon, south of 18th Ave, east of South Expressway, north of I-80.

Background/Discussion

Background

June 28, 2021 City Council adopted the South Ave Urban Renewal Plan. This plan was adopted to permit Tax Increment Financing (TIF) to TSL Company Holdings, Ltd. to make improvements including a new truck entrance, yards expansions, additional rail tracks, constructing a transload facility and transfer warehouse. The estimated proposed project total is $40.2 million.

Discussion

City Staff has worked with the TSL Company Holdings, Ltd. team to negotiate the terms of the development agreement.

City Staff and the Developer have agreed to the following terms for TIF assistance: 14 years 65% TIF rebate on the increment created not to exceed $6,500,000.

The City, on behalf of the Developer, was awarded a grant from the State of Iowa under the Linking Iowa's Freight Transportation System Program (LIFTS) to complete certain improvements to the property as part of the required improvements.

Staff Recommendation

Staff recommends approving the resolution and authorizing execution of a Development Agreement by and between the City of Council Bluffs and TSL Company Holdings, Ltd.

Attachments

1) Resolution
2) TSL Development Agreement

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF COUNCIL BLUFFS, IOWA

AND

EDC OMAHA LANDCO LLC

September ___, 2025

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of September ____, 2025, by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality ("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, 2025, as amended ("Urban Renewal Act") and EDC OMAHA LANDCO LLC, a Delaware limited liability company, having offices for the transaction of business at 3343 Peachtree Rd NE, Suite 145 PMB 3021, Atlanta, GA ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and has established the Kanesville Urban Renewal Area (the "Urban Renewal Area"), which is described in the Kanesville Urban Renewal Plan (the "Urban Renewal Plan"); and

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

WHEREAS, Developer is the owner of certain real property located in the foregoing 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 is willing to cause certain Minimum Improvements to be constructed on the Development Property and thereafter Developer will lease the Minimum Improvements to commercial tenants that will create and maintain jobs as part of their operations within the Minimum Improvements, in accordance with this Agreement; 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.

Assessor means the assessor for Pottawattamie County, Iowa.

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, 2025, as amended.

Commencement Date means the date the Agreement becomes legally enforceable and valid, being the date that the Agreement has been executed by all parties to the Agreement, determined as the latest date of execution by one of the parties.

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

County means the County of Pottawattamie, Iowa.

Developer means EDC Omaha LandCo LLC, a Delaware limited liability company, and its permitted successors and assigns.

Developer Affiliate means an entity that is directly, or indirectly through one or more intermediaries, controlled by or under common control as EDC Omaha LandCo LLC.

Development Property means that portion of the Urban Renewal Area described in Exhibit A; provided that following the date on which Developer conveys a portion of such property to MidAmerican Energy Company as contemplated by Section 7.2 hereof, the portion so conveyed will be excluded from the Development Property.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement, which include the Phase I Grants and the Phase II Grants.

EDC Omaha LandCo TIF Account means a separate account within the Kanesville Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Full-Time Equivalent Employment Unit means the employment of one natural person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, or a comparable full-time work schedule, including paid holidays, vacations and other paid leave.

Kanesville 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.

Minimum Actual Value means the minimum actual value of the Minimum Improvements on the Development Property (improvement value only) as set forth in the Minimum Assessment Agreement (Exhibit F).

Minimum Assessment Agreement means an agreement establishing a minimum assessed value for the Minimum Improvements on the Development Property as authorized by Iowa Code Section 403.6(19) and as described in Section 4.2 of this Agreement.

Minimum Improvements has the meaning set forth in Exhibit B and depicted in Exhibit B-1.

Mortgage means any mortgage, deed of trust, security agreement, or similar instrument (including any modification, amendment, spreader, consolidation or renewal thereof) in which Developer has granted a lien or mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Mortgagee means any holder (including an administrative agent on behalf of a syndicate of lenders) of a Mortgage that is identified to the City in writing by Developer.

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 the Ordinance of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Kanesville Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Phase I Grants means the Economic Development Grants funded using Phase I Tax Increments, as further described in Article VIII of this Agreement.

Phase II Grants means the Economic Development Grants funded using Phase II Tax Increments, as further described in Article VIII of this Agreement.

Phase I Minimum Improvements means that portion of the Minimum Improvements expected to be completed by December 31, 2029, which portion of the Minimum Improvements is further described in Exhibit B.

Phase II Minimum Improvements means the remaining portions of the Minimum Improvements not completed as part of the Phase I Minimum Improvements, which remaining portions of the Minimum Improvements are expected to be completed by December 31, 2033 and which are further described in Exhibit B.

Phase I Tax Increments means the property tax revenues on the Phase I Minimum Improvements (improvement value only) divided and made available to the City for deposit in the EDC Omaha LandCo LLC TIF Account of the Kanesville Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Phase II Tax Increments means the property tax revenues on the Phase II Minimum Improvements (improvement value only) divided and made available to the City for deposit in the EDC Omaha LandCo LLC TIF Account of the Kanesville Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

State means the State of Iowa.

Tax Increments means Phase I Tax Increments and the Phase II Tax Increments.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 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 (other than the City).

Urban Renewal Area means the area known as the Kanesville Urban Renewal Area.

Urban Renewal Plan means the Kanesville Urban Renewal Plan, as may be amended, approved with respect to the 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 only, 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. EDC Omaha LandCo LLC is a Delaware limited liability company duly organized and validly existing under the laws of the State of Delaware, and duly registered to conduct business in the State of Iowa; and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this 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.

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 the 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 the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. Developer shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to 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.

g. The construction of the Minimum Improvements will require a total investment of more than $220,000,000.

h. Developer expects that, barring Unavoidable Delays, the Phase I Minimum Improvements will be completed by December 31, 2029 and the Phase II Minimum Improvements will be completed by December 31, 2033.

i. Developer has not received any notice from any local, State, or federal official that the activities of the 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). The 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 the 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.

j. Developer will use best efforts to obtain firm commitments for construction or acquisition and permanent financing in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement by no later than December 31, 2025. Developer shall provide written proof of financing to the City upon request by the City.

k. Developer will cooperate fully 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.

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall require a total investment of more than $220,000,000.

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.

Section 3.2. 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 3.2. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all

applicable federal, 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; 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 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit 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 Minimum Improvements 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 Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

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

Section 3.3. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, Developer shall cause construction of the Phase I Minimum Improvements to be (1) commenced by no later than April 1, 2026, and (ii) completed by no later than December 31, 2029; or by such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

b. Subject to Unavoidable Delays, Developer shall cause construction of the Phase II Minimum Improvements to be (1) commenced by no later than April 1, 2030, and (ii) completed by no later than December 31, 2033; or by such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

c. For the purposes of Section 3.3, improvements shall be considered to have "commenced" on the date that building permits for the improvements are approved by the City (subject to the City's standard procedures and requirements for building permit review). For the purposes of this Agreement, improvements shall be considered to be "completed" upon the substantial completion of the construction thereof and issuance of a temporary or permanent occupancy permit for the improvements (subject to the City's standard procedures and requirements for issuance of an occupancy permit).

Section 3.4. Certificate of Completion. Within thirty (30) days following completion of a phase of the Minimum Improvements, the Developer shall request from the City a Certificate of Completion for

the phase of Minimum Improvements 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 solely with respect to the obligations of the Developer to construct the phase of the Minimum Improvements and shall trigger the initiation of the Economic Development Grant process set forth in Article VIII with respect to that phase.

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 the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of Section 3.4, the City shall, within twenty (20) calendar days after written request by the Developer, provide the Developer with a written statement indicating in adequate detail in what respects the Developer has failed to complete the phase of the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts will be necessary, in the reasonable opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.4 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose nor shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. REAL PROPERTY TAXES; MINIMUM ASSESSMENT AGREEMENT

Section 4.1. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned or leased by them and pursuant to the provisions of this Agreement. 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 and shall be solely responsible for all assessments and taxes.

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

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

b. 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 real property contained on the Development Property between the Commencement Date and the Termination Date.

Section 4.2. Minimum Assessment Agreement. As further consideration for this Agreement, Developer and the City shall execute an agreement substantially in the form of Exhibit F, pursuant to the provisions of Iowa Code Section 403.6(19), whereby Developer shall agree to a minimum actual value for the Minimum Improvements on the Development Property for the purpose of calculating real property taxes (the "Assessment Agreement" or "Minimum Assessment Agreement") through the Assessment

Termination Date (as set forth in the Minimum Assessment Agreement). Specifically, Developer, the holder of any mortgage, and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements on the Development Property (building/improvement value only) of not less than the values set forth in Exhibit F (the "Assessor's Minimum Actual Values") before rollback. Nothing in the Assessment Agreement shall:

i. limit the discretion of the Assessor for the County to assign an actual value to the buildings on the Development Property in excess of the Assessor's Minimum Actual Values; or

ii. 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 Values.

The Assessment Agreement must be certified by the County Assessor, as provided for in Iowa Code Section 403.6(19), and be filed for record in the office of the County Recorder. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or any part thereof, whether voluntary or involuntary. The Assessment Agreement will be binding and enforceable in its entirety against any such subsequent encumbrancer or purchaser, as well as all prior lienholders and the holder of a mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

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 request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk–Completed Value Basis," in an amount equal to ninety percent (90%) 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 on Developer's commercial general liability insurance policy 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, its directors, officers, shareholders, members, 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 request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements constructed by Developer under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) 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 constructed by Developer, but any such policy may have a deductible amount of not more than $250,000 or self-insurance up to not more than $1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general 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. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or reduce the coverage thereunder without giving written notice to Developer and the City at least thirty (30) days (ten days if due to nonpayment) before the cancellation or reduction becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. 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 immediately in the case of damage exceeding $1,000,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall not be obligated to complete the repair, reconstruction, and restoration of the Minimum Improvements, if the Net Proceeds of insurance received by Developer for such purposes are insufficient, or if Developer's tenant has terminated its lease as a result of such fire or casualty; provided, however if Developer fails to complete the repair, reconstruction, and restoration of the Minimum Improvements under this provision then: (i) Developer shall no longer be eligible for any Economic Development Grants or other incentives under this Agreement with respect to the applicable phase of the Project; and (ii) Developer shall, within one hundred eighty (180) days of the casualty event, remove any damaged structures, debris, or other materials and otherwise ensure the Development Property is well-maintained and an attractive entrance to the City.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

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

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

Section 6.3. Compliance with Laws. Developer will comply with all State, federal and local laws, rules and regulations relating to the Development Property, Minimum Improvements, and this Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee, homebuyer, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, homebuyers, and tenants 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 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 this Agreement.

Section 6.6. Employment Obligations.

a. Developer is constructing the Minimum Improvements with the anticipation that the commercial space in the Minimum Improvements will be occupied by commercial enterprises that will be employing individuals therein at least until the Termination Date of this Agreement.

b. By no later than January 1, 2030, and continuing through the Termination Date, Developer's commercial tenants shall employ a total Monthly Average of at least 40 Full-Time Equivalent Employment Units in operations on the Development Property. The Annual Certifications submitted by the Developer pursuant to Section 6.7, starting with the Annual Certification due on October 15, 2030 and continuing until the Termination Date, shall show that a Monthly Average of at least 40 Full-Time Equivalent Employment Units has been maintained on the Development Property in accordance with the terms of this Section 6.6.

c. "Monthly Average" means the average number of Full-Time Equivalent Employment Units employed on the Development Property as of October 1 of each year and as of the first day of each of the preceding eleven (11) months as shown on the Annual Certifications, provided however that the first Annual Certification shall only need to show the requisite number of Full-Time Equivalent Employment Units for the months between January 1, 2030 and October 1, 2030.

d. Developer shall provide information as reasonably requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the 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 owned by the Developer have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the total number of Full-Time Equivalent Employment Units employed by Developer's commercial tenants at the Minimum Improvements as of each October 1 and the first day of each of the preceding eleven (11) months; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, 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 certificate or during such period, or if the signer 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 on the earlier of (a) October 15 immediately following the issuance of a temporary or permanent occupancy permit for the Phase I Minimum Improvements, or (b) October 15, 2030, and ending on October 15 in the year in which the Termination Date occurs, both dates inclusive. 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 (as may be extended due to Unavoidable Delays); (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.

a. 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 assign its interest in this Agreement to any other party unless: (i) if applicable, 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 will not be unreasonably withheld, conditioned or delayed.

b. Notwithstanding the foregoing:

(1) without the City's prior consent, Developer may transfer or convey its interests in the Development Property or Minimum Improvements, or a portion thereof, and assign this Agreement as applicable thereto, to a Developer Affiliate if (i) the Developer Affiliate agrees in writing to assume the Developer's obligations under this Agreement with respect to the portion of the Development Property or Minimum Improvements so transferred; (ii) within ten (10) days of completion of the transfer or conveyance Developer notifies the City, in writing, of such transfer or conveyance to a Developer Affiliate, and provides the City with a copy of the written assignment of this Agreement, the identity of the purchaser, and customary information required by the City in order for the City to direct payments of Economic Development Grants to such Developer Affiliate; and (iii) Developer and the Developer Affiliate agree and acknowledge in writing that such a transfer or conveyance of the Development Property or Minimum Improvements, or any portion thereof, to the Developer Affiliate shall not result in the provision of any benefits or incentives by the City to the Developer Affiliate other than those expressly provided for in this Agreement.

(2) without the City's prior consent, following completion of the Phase I Minimum Improvements or Phase II Minimum Improvements (as applicable), Developer may transfer or convey its interests in the completed phase(s) of Minimum Improvements and associated portion of the Development Property, and assign this Agreement as applicable thereto to the purchaser, if (i) such purchaser assumes in writing all of the obligations of Developer under this Agreement applicable to such portion of the Development Property and completed phase(s) of Minimum Improvements; and (ii) the initial tenant of such phase of the Minimum Improvements continues to occupy such phase and is subject to a lease for the phase of Minimum improvements that extends through the Termination Date; and (iii) within ten (10) days of completion of the transfer or conveyance, Developer notifies the City, in writing, of such transfer or conveyance to a third-party purchaser and provides the City with a copy of the written assignment of this Agreement, the identity of the purchaser, and customary information required by the City in order for

the City to direct payments of Economic Development Grants to such purchaser; and (iv) Developer and the third-party purchaser agree and acknowledge in writing that such a transfer or conveyance of the completed phase(s) of Minimum Improvements and associated portion of Development Property to the third-party purchaser shall not result in the provision of any benefits or incentives by the City to the third-party purchaser other than those expressly provided for in this Agreement.

c. Nothing in this Section 7.1 shall prohibit the Developer from providing collateral assignments of its rights to receive Economic Development Grants hereunder in connection with the financing of the Project provided that: (a) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld, conditioned or delayed; and (b) Developer remains responsible for performing all obligations hereunder after such collateral assignment.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the 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; provided, however, that the Developer may dedicate portions of the Development Property and Minimum Improvements to the City to be owned by the City as public infrastructure, and the Developer may transfer ownership of up to 6 acres of the Development Property to MidAmerican Energy Company for infrastructure to support the operation of the Project such as an electrical substation. 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)); provided, however, that the Developer may transfer ownership of up to 6 acres of the Development Property to MidAmerican Energy Company for infrastructure to support the operation of the Project such as an electrical substation.

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, subject to Developer being and remaining in compliance with the terms of this Agreement, the City agrees to make up to ten (10) years of consecutive annual payments of Economic Development Grants to Developer, with respect to each phase of the Minimum Improvements, up to a total amount not to exceed Twenty-Five Million Dollars ($25,000,000) per phase, pursuant to the following terms and conditions:

a. Phase I Grants. Following issuance of a Certificate of Completion for the Phase I Minimum Improvements pursuant to Section 3.4 and full assessment of the Phase I Minimum Improvements on (or as of) the immediately subsequent January 1, then the City shall certify a debt for payment of the Phase I Grants to the County Auditor prior to December 1 of the year of the first full assessment, requesting collection of the Phase I Tax Increments to begin in the following fiscal year. **For the avoidance of doubt, if a Certificate of Completion for the Phase I Minimum Improvements is not issued by December 31, 2029 (such that the Phase I Minimum Improvements are not fully assessed as of January 1, 2030), then the Developer shall not be eligible to receive Phase I Grants.**

During the ten (10) fiscal years that Developer is eligible to receive Phase I Grants, each annual Phase I Grant payment that Developer is eligible to receive shall be paid on June 1 of the applicable fiscal year and shall be equal in amount to the following percentage of the Phase I Tax Increments collected by the City with respect to the Phase I Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the EDC Omaha LandCo LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article:

Annual Grant for:	Amount of Grant:
Fiscal Year 1	85% of Phase I Tax Increments for Fiscal Year 1
Fiscal Year 2	85% of Phase I Tax Increments for Fiscal Year 2
Fiscal Year 3	75% of Phase I Tax Increments for Fiscal Year 3
Fiscal Year 4	75% of Phase I Tax Increments for Fiscal Year 4
Fiscal Year 5	75% of Phase I Tax Increments for Fiscal Year 5
Fiscal Year 6	75% of Phase I Tax Increments for Fiscal Year 6
Fiscal Year 7	75% of Phase I Tax Increments for Fiscal Year 7
Fiscal Year 8	65% of Phase I Tax Increments for Fiscal Year 8
Fiscal Year 9	65% of Phase I Tax Increments for Fiscal Year 9
Fiscal Year 10	65% of Phase I Tax Increments for Fiscal Year 10

As an example, if the Certificate of Completion for the Phase I Minimum Improvements was issued by December 31, 2029 and the Phase I Minimum Improvements fully assessed as of January 1, 2030, the City would submit the debt certification to the County Auditor by December 1, 2030 and the Phase I Grants would commence on June 1, 2032 and end on June 1, 2041 pursuant to the following schedule and in the following amounts:

Date	Amount of Grant
June 1, 2032	85% of Phase I Tax Increments for Fiscal Year 31-32
June 1, 2033	85% of Phase I Tax Increments for Fiscal Year 32-33
June 1, 2034	75% of Phase I Tax Increments for Fiscal Year 33-34
June 1, 2035	75% of Phase I Tax Increments for Fiscal Year 34-35
June 1, 2036	75% of Phase I Tax Increments for Fiscal Year 35-36
June 1, 2037	75% of Phase I Tax Increments for Fiscal Year 36-37
June 1, 2038	75% of Phase I Tax Increments for Fiscal Year 37-38
June 1, 2039	65% of Phase I Tax Increments for Fiscal Year 38-39
June 1, 2040	65% of Phase I Tax Increments for Fiscal Year 39-40
June 1, 2041	65% of Phase I Tax Increments for Fiscal Year 40-41

b. Phase II Grants. Following issuance of a Certificate of Completion for the Phase II Minimum Improvements pursuant to Section 3.4 and full assessment of the Phase II Minimum Improvements on (or as of) the immediately subsequent January 1, then the City shall certify a debt for payment of the Phase II Grants to the County Auditor prior to December 1 of the year of the first full assessment, requesting collection of the Phase II Tax Increments to begin in the following fiscal year. **For the avoidance of doubt, if a Certificate of Completion for the Phase II Minimum Improvements is not issued by December 31, 2033 (such that the Phase II Minimum Improvements are not fully assessed as of January 1, 2034), then the Developer shall not be eligible to receive Phase II Grants.**

During the ten (10) fiscal years that Developer is eligible to receive Phase II Grants, each annual Phase II Grant payment that Developer is eligible to receive shall be paid on June 1 of the applicable fiscal year and shall be equal in amount to the following percentage of the Phase II Tax Increments collected by the City with respect to the Phase II Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the EDC Omaha LandCo LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Phase II Grants"):

Annual Grant for:	Amount of Grant:
Fiscal Year 1	85% of Phase II Tax Increments for Fiscal Year 1
Fiscal Year 2	85% of Phase II Tax Increments for Fiscal Year 2
Fiscal Year 3	75% of Phase II Tax Increments for Fiscal Year 3
Fiscal Year 4	75% of Phase II Tax Increments for Fiscal Year 4
Fiscal Year 5	75% of Phase II Tax Increments for Fiscal Year 5
Fiscal Year 6	75% of Phase II Tax Increments for Fiscal Year 6
Fiscal Year 7	75% of Phase II Tax Increments for Fiscal Year 7
Fiscal Year 8	65% of Phase II Tax Increments for Fiscal Year 8
Fiscal Year 9	65% of Phase II Tax Increments for Fiscal Year 9
Fiscal Year 10	65% of Phase II Tax Increments for Fiscal Year 10

As an example, if the Certificate of Completion for the Phase II Minimum Improvements was issued by December 31, 2033 and the Phase II Minimum Improvements fully assessed as of January 1, 2034, the City would submit the debt certification to the County Auditor by December 1, 2034 and the Phase II Grants would commence on June 1, 2036 and end on June 1, 2045 pursuant to the following schedule and in the following amounts:

Date	Amount of Grant
June 1, 2036	85% of Phase II Tax Increments for Fiscal Year 35-36
June 1, 2037	85% of Phase II Tax Increments for Fiscal Year 36-37
June 1, 2038	75% of Phase II Tax Increments for Fiscal Year 37-38
June 1, 2039	75% of Phase II Tax Increments for Fiscal Year 38-39
June 1, 2040	75% of Phase II Tax Increments for Fiscal Year 39-40
June 1, 2041	75% of Phase II Tax Increments for Fiscal Year 40-41
June 1, 2042	75% of Phase II Tax Increments for Fiscal Year 41-42
June 1, 2043	65% of Phase II Tax Increments for Fiscal Year 42-43
June 1, 2044	65% of Phase II Tax Increments for Fiscal Year 43-44
June 1, 2045	65% of Phase II Tax Increments for Fiscal Year 44-45

Section 8.2. Maximum Amount of Grants.

a. The aggregate amount of the Phase I 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 Phase I Tax Increments collected in respect of the assessments imposed on the Phase I Minimum Improvements over

the specified time period, but in no event shall exceed Twenty-Five Million Dollars ($25,000,000) over ten (10) fiscal years.

b. The aggregate amount of the Phase II 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 Phase II Tax Increments collected in respect of the assessments imposed on the Phase II Minimum Improvements over the specified time period, but in no event shall exceed Twenty-Five Million Dollars ($25,000,000) over ten (10) fiscal years.

c. Developer acknowledges and agrees that City makes no representation or guarantee that the Developer will receive the aggregate maximum amounts of Economic Development Grants set forth herein, as the amount of each grant payment received by Developer may be impacted by a number of external factors including changes to State law, local levy rates, and property assessments.

Section 8.3. Limitations. The Economic Development Grants are only for the Minimum Improvements described in this Agreement (building/improvement increase value only) 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 8.4. Conditions Precedent. 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. With respect to the Phase I Grants, Developer shall have completed construction of the Phase I Minimum Improvements in accordance with all terms of this Agreement;

b. With respect to the Phase II Grants, Developer shall have completed construction of the Phase I Minimum Improvements AND the Phase II Minimum Improvements in accordance with all terms of this Agreement;

c. Developer is in compliance with all terms of this Agreement at the time of payment of the Economic Development Grant, including, but not limited to, the payment of real estate taxes when due and compliance with the employment obligations set forth in Section 6.6; and

d. No Event of Default has occurred and is continuing.

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

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Section. Under no circumstances shall the failure by Developer to qualify Developer 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 or the total amount thereof, 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 becomes entitled thereto, up to the maximum aggregate amount for the Phase I Grants and the Phase II Grants, respectively, set forth in Section 8.2.

Section 8.5. 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 EDC Omaha LandCo LLC TIF Account of the Kanesville 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 Minimum Improvements and allocated to the EDC Omaha LandCo LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article and allowed by law. 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 tax replacement or "backfill" monies that may be received by the City under Iowa Code Chapter 441.21A, Iowa Code Chapter 426C, or similar provisions of the Code shall not be included in the calculation to determine the amount of Tax Increments for Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. 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 or by the City's bond counsel 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 (i) the City fails to appropriate funds for payment; (ii) the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Development Property and Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or (iii) the City's ability to collect Tax Increment from the Minimum Improvements and Development Property is precluded or terminated by legislative changes to Iowa Code Chapter 403 or by application of a decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon occurrence of any of the foregoing circumstances, the

City shall promptly forward notice of the same to Developer. If the circumstances 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 to the City, by written notice to Developer.

Section 8.6. 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 8.7. Reduction of Initial Grant for City Costs. Developer shall pay to the City an amount equal to the actual costs incurred by the City, but not to exceed $5,000, in connection with the drafting and adoption of the Urban Renewal Plan and the negotiation, drafting and adoption of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Payment of such costs will be made by the Developer to the City within 30 days of the Developer's receipt of an invoice or other written documentation, forwarded by the City to Developer, evidencing the amount of such costs. If the Developer fails to timely make this payment to the City, then the amount of the City's costs shall be deducted from the amount of the first Economic Development Grant.

ARTICLE IX. INDEMNIFICATION

Section 9.1. 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 IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation 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 their officers, agents, servants, or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person,

other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. 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.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

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

b. A breach by Developer of Section 7.1;

c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements owned by Developer;

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. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents and fails to timely assume all of Developer's obligations hereunder pursuant to the terms of an applicable collateral assignment previously consented to by the City under Section 7.1(c) of this Agreement;

f. Developer:

i. files 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. makes an assignment for the benefit of its creditors; or

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

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or

liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

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

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default, and giving any additional notice required by Article XII, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may enforce the performance or maintenance bonds;

e. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

f. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default.

Section 10.3. 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 10.4. 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 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs 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 XI. MISCELLANEOUS

Section 11.1. 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 their 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 11.2. 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 EDC Omaha LandCo LLC at 3343 Peachtree Rd NE, Suite 145 PMB 3021, Atlanta GA 30326, Attn: Scott Silverman, Chief Financial Officer;

b. In the case of the City, is addressed to or delivered personally to the City of Council Bluffs at the City Hall, 209 Pearl Street, 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 11.3. 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 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. 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 permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the earlier of: (i) December 31, 2045 or (ii) the December 31 immediately following the payment of the last Economic Development Grant that Developer is eligible to receive under the terms of this Agreement, unless terminated earlier under the provisions of this Agreement.

Section 11.9. 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 11.10. 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.

Section 11.11. Estoppel Certificates. City, no more frequently than every six (6) months during the term of this Agreement and upon not less than ten (10) days' prior notice from Developer, shall execute, acknowledge and deliver to Developer or any other party specified by Developer, a written statement, executed by City, in form reasonably satisfactory to the City and Developer, (i) certifying that this Agreement and any other documents contemplated hereunder or in connection herewith are each unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating the modifications), and (ii) stating whether or not Developer or any Developer Affiliate is in default in performance of any covenant, agreement or condition contained in this Agreement or under any other documents contemplated hereunder or in connection herewith (as applicable) and, if so, specifying each such default (and the date of such default).

Section 11.12. Future Bifurcation. If so requested by Developer in writing prior to the Termination Date, the City will work in good faith with Developer to divide this Agreement into two independent agreements: one pertaining to the Phase I Minimum Improvements and the Phase I Grants, and one pertaining to the Phase II Minimum Improvements and the Phase II Grants. Such agreements will be independent and not cross-defaulted. Developer will bear the reasonable costs and expenses of the City incurred in connection with the cooperation required by this Section 11.12. The division of the Agreement contemplated by this Section 11.12 shall not result in the provision of any benefits or incentives by the City other than those expressly provided for in this Agreement nor shall it otherwise materially alter the rights or obligations of the City. For the avoidance of doubt, any such bifurcation will require City Council approval of the bifurcated agreements.

ARTICLE XII. MORTGAGEE PROVISIONS

Section 12.1. Notice of Default to Mortgagee Under Agreement. Concurrently with its delivery of any notice of a default or an Event of Default to Developer, (i) City shall deliver notice to Mortgagee specifying such default or Event of Default, as applicable, and (ii) if such default or Event of Default continues, Mortgagee shall have the right (but not the obligation) upon prior written notice to City, to cure

such default or Event of Default, as applicable within the same period of time (on a concurrent and not successive basis) as is afforded to Developer to cure such default.

Furthermore, with respect to Mortgagees:

a. City shall accept, and Developer hereby consents to City accepting, payment of any sum or performance of any act by any Mortgagee of Developer required to be paid or performed by Developer pursuant to the provisions of this Agreement, with the same force and effect as though paid or performed by Developer and without releasing Developer or any Developer Affiliate from any of its obligations and liabilities under this Agreement; and

b. In no event shall City be obligated to accept tender of cure from more than one Mortgagee. In the event there are multiple Mortgagees, the Mortgagee extending the cure shall be the senior most in lien on Development Property, or, if not the senior most in lien, the Mortgagee designated to cure in a written notice to City signed by all Mortgagees.

Section 12.2. No Deemed Assignment of Agreement or Assumption of Liabilities by Mortgagee. Notwithstanding anything to the contrary herein, the (i) granting or (ii) the holding of or commencement of foreclosure proceedings with respect to a lien making any person or entity a Mortgagee in accordance with terms of this Agreement shall not be deemed to constitute an assumption of this Agreement nor any obligation of Developer or any Developer Affiliate hereunder, nor shall any Mortgagee be deemed to be an assignee or transferee of this Agreement or of the fee estate so as to require a Mortgagee to assume the performance of any obligations under this Agreement, in each case unless and until such Mortgagee shall succeed to the ownership, possession and control of the Developer or the Development Property and any portion of the Minimum Improvements which then exist, as applicable, and the requirements of Section 7.1 are otherwise satisfied.

Section 12.3. Validity of Lien of Mortgagee. Notwithstanding anything to the contrary herein or the supremacy of this Agreement relative to the lien in favor of any Mortgagee, no breach, default, or Event of Default hereunder may or shall invalidate or impair the validity of the lien directly or indirectly securing any Mortgagee.

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.

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, 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

[Signature page to Agreement for Private Development – City of Council Bluffs]

EDC OMAHA LANDCO LLC, a Delaware
limited liability company

By: _____
Scott Silverman, Executive Vice President

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 2025 by Scott Silverman as the Executive Vice President of EDC Omaha LandCo LLC.

_____
Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – EDC Omaha LandCo LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

Real property in the City of Council Bluffs, County of Pottawattamie, State of Iowa, described as follows:

PART OF THE SOUTHEAST 1/4 OF SECTION 21 AND THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, BEING A PART OF AUDITORS SUBS NORTHWEST SOUTHEAST LOT 5, NORTHEAST SOUTHEAST LOT 4, SOUTHWEST SOUTHEAST LOTS 1, 2 & 3, SOUTHEAST SOUTHEAST LOTS 1 & 2 ALL IN SECTION 21, TOWNSHIP 75, RANGE 43 AND AUDITORS SUB SOUTHWEST NORTHEAST PART OF LOT 1 IN SECTION 28, TOWNSHIP 75, RANGE 43 AND PART OF THE NORTHEAST 1/4 NORTHEAST 1/4 & NORTHWEST 1/4 NORTHEAST 1/4 ALL IN SECTION 28, TOWNSHIP 75, RANGE 43, BOUNDED NORTHERLY BY U.S. HIGHWAY NO. 6, EASTERLY BY INTERSTATE HIGHWAY NO. 80 AND WESTERLY BY A LOCAL ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21, THENCE NORTH 0°32'10" WEST 908.80 FEET, THENCE SOUTH 89°27'50" EAST 33.00 FEET, THENCE NORTH 6°01'40" EAST 104.12 FEET, THENCE NORTH 0°31'57" WEST 112.08 FEET, THENCE NORTH 14°55'04" EAST 83.30 FEET, THENCE NORTH 0°35'07" EAST 125.50 FEET, THENCE NORTH 40°43'51" EAST 142.03 FEET, THENCE SOUTH 87°50'15" EAST 303.25 FEET, THENCE NORTH 86°05'57" EAST 201.15 FEET, THENCE SOUTH 89°26'21" EAST 249.16 FEET, THENCE NORTH 79°32'20" EAST 252.04 FEET, THENCE SOUTH 79°23'57" EAST 360.92 FEET, THENCE NORTH 69°11'23" EAST 368.96 FEET, THENCE NORTH 87°27'33" EAST 121.25 FEET, THENCE SOUTH 52°13'40" EAST 124.55 FEET, THENCE SOUTH 11°34'05" WEST 822.10 FEET, THENCE SOUTH 18°10'04" WEST 553.16 FEET, THENCE SOUTH 25°02'55" WEST 91.74 FEET, THENCE SOUTH 25°18'10" WEST 72.62 FEET, THENCE SOUTH 57°07'40" WEST 140.71 FEET, THENCE SOUTH 29°31'48" WEST 154.13 FEET, THENCE SOUTH 21°49'50" WEST 408.28 FEET, THENCE SOUTH 20°10'03" WEST 67.52 FEET, THENCE SOUTH 47°23'14" WEST 501.86 FEET, THENCE SOUTH 23°49'24" WEST 354.22 FEET, THENCE SOUTH 52°33'34" WEST 362.50 FEET, THENCE SOUTH 48°06'37" WEST 578.05 FEET, THENCE SOUTH 87°48'1l" WEST 32.47 FEET, THENCE NORTH 0°03'38" WEST 607.49 FEET, THENCE NORTH 0°17'14" WEST 659.52 FEET, THENCE NORTH 0°17'14" WEST 659.70 FEET TO THE POINT OF BEGINNING; ACCORDING TO SURVEY AND SUBJECT TO ROADS, RESTRICTIONS AND EASEMENTS OF RECORD.

(NOTE: THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 43 WEST IS ASSUMED TO BEAR NORTH 0°32'10" WEST.)

TOGETHER WITH

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 SOUTHEAST 1/4, NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 43

WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 21; THENCE SOUTH 00°16'08" WEST 1211.28 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 89°43'52" EAST 154.34 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT OF WAY LINE OF PRIMARY ROAD NO. U.S. 6, THE POINT OF BEGINNING; THENCE NORTH 42°52'51" EAST 27.88 FEET; THENCE NORTH 86°44'33" EAST 1776.39 FEET; THENCE SOUTH 53°25'36" EAST 39.03 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT OF WAY LINE OF PRIMARY ROAD NO. U.S. 6; THENCE ALONG THE SAID PRESENT SOUTHERLY RIGHT OF WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES;

1) SOUTH 86°44'33" WEST 125.00 FEET;
2) SOUTH 70°02'36" WEST 365.41 FEET;
3) NORTH 78°50'12" WEST 361.39 FEET;
4) SOUTH 79°53'59" WEST 251.79 FEET;
5) NORTH 88°41'01" WEST 250.80 FEET;
6) SOUTH 86°44'33" WEST 200.00 FEET;
7) NORTH 87°26'49" WEST 303.03 FEET TO THE POINT OF BEGINNING.

EXCEPT

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21 AND A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, NORTH 01°44'28" EAST, 908.97 FEET; THENCE SOUTH 88°37'00" EAST, 27.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLLEGE ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 07°54'11" EAST, 91.94 FEET; THENCE SOUTH 01°54'58" WEST, 278.25 FEET; THENCE SOUTH 01°42'25" WEST, 65.03 FEET; THENCE SOUTH 01°11'51" WEST, 2569.71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES:

1) SOUTH 50°14'41" WEST, 18.21 FEET;
2) NORTH 87°37'01" WEST, 33.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 28;

THENCE ALONG SAID WEST LINE, NORTH 01°19'04" EAST, 1924.07 FEET TO THE POINT OF BEGINNING

AND EXCEPT

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 NORTHEAST 1/4 AND A PORTION OF LOT 1, AUDITOR'S SUBDIVISION OF THE SOUTHWEST 1/4 NORTHEAST 1/4 ALL IN SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE ALONG THE WEST LINE OF SAID NORTHWEST 1/4 NORTHEAST 1/4 SOUTH 00°54'08" WEST, 1015.64 FEET; THENCE SOUTH 88°50'10" EAST, 37.58 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLLEGE ROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°50'10" EAST, 858.69 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1) SOUTH 26°08'59" WEST 351.54 FEET;
2) SOUTH 54°47'54" WEST, 357.26 FEET;
3) SOUTH 50°14'41" WEST, 559.84 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°11'51" EAST, 897.17 FEET TO THE TRUE POINT OF BEGINNING

AND EXCEPT

PARCEL 22070: A TRACT OF LAND BEING A PORTION OF THE NORTHWEST 1/4 NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED IN PLAT OF SURVEY FILED ON JUNE 14, 2022 IN BOOK 2022 AT PAGE 08467.

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements will include a data center campus with two approximately 283,497 square foot buildings, an approximately 23,200 square foot office/administrative building, and all general site improvements including roads, parking, landscaping, and security fencing on the Development Property. See Exhibit B-1 for renderings of the planned improvements. The Developer's costs of construction are expected to be more than $220,000,000.

The Minimum Improvements are expected to be completed in two phases. The Phase I Minimum Improvements will include an approximately 283,497 square foot data center building and an approximately 23,200 square foot office/administrative building on the North portion of the Development Property, and all related general site improvements, including roads, parking, landscaping, and security fencing. The Phase II Minimum Improvements will include an approximately 283,497 square foot data center building on the South portion of the Development Property, and all related general site improvements, including roads, parking, landscaping, and security fencing.

The construction of the Phase I Minimum Improvements is expected to be completed by no later than December 31, 2029. The construction of the Phase II Minimum Improvements is expected to be completed by no later than December 31, 2033.

EXHIBIT B-1

OVERALL SITE PLAN

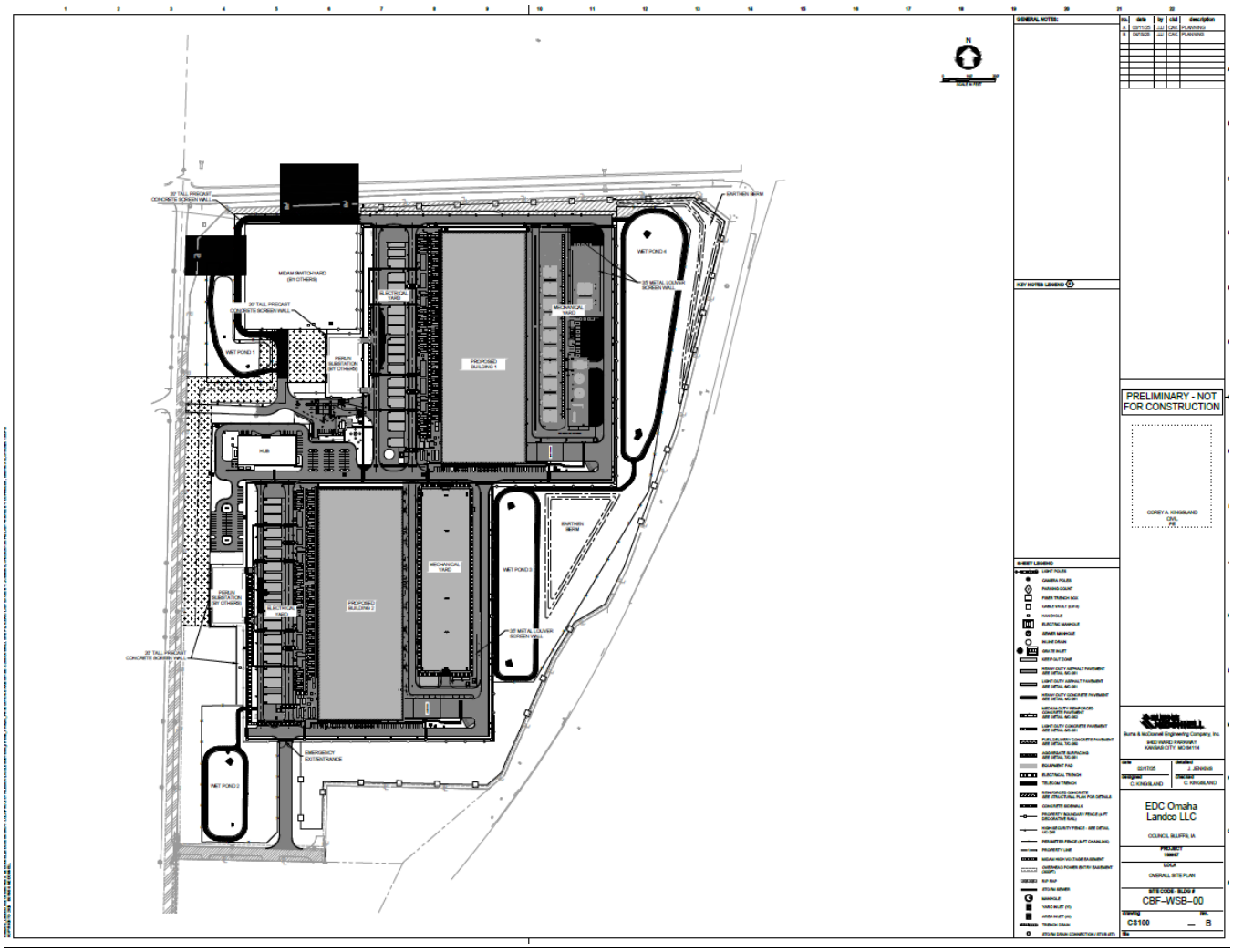


Exhibit B-2

EXHIBIT B-1

BUILDING ELEVATIONS

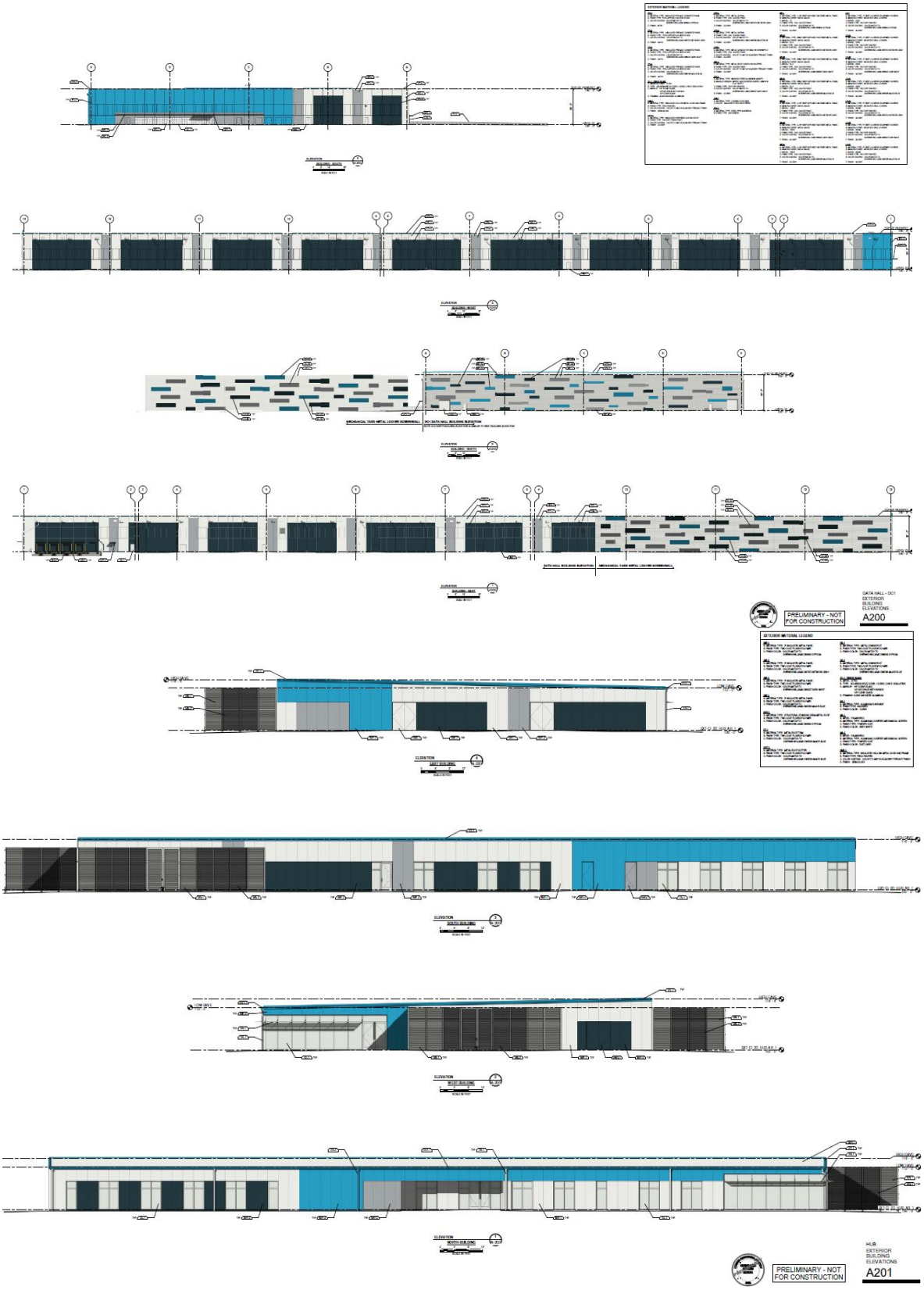


Exhibit B-3

EXHIBIT C

CERTIFICATE OF COMPLETION FOR PHASE ____ OF THE MINIMUM IMPROVEMENTS

WHEREAS, the City of Council Bluffs, Iowa, (the "City") and EDC Omaha LandCo LLC, a Delaware limited liability company, ("Developer"), did on or about _____, 2025, 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:

PART OF THE SOUTHEAST 1/4 OF SECTION 21 AND THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, BEING A PART OF AUDITORS SUBS NORTHWEST SOUTHEAST LOT 5, NORTHEAST SOUTHEAST LOT 4, SOUTHWEST SOUTHEAST LOTS 1, 2 & 3, SOUTHEAST SOUTHEAST LOTS 1 & 2 ALL IN SECTION 21, TOWNSHIP 75, RANGE 43 AND AUDITORS SUB SOUTHWEST NORTHEAST PART OF LOT 1 IN SECTION 28, TOWNSHIP 75, RANGE 43 AND PART OF THE NORTHEAST 1/4 NORTHEAST 1/4 & NORTHWEST 1/4 NORTHEAST 1/4 ALL IN SECTION 28, TOWNSHIP 75, RANGE 43, BOUNDED NORTHERLY BY U.S. HIGHWAY NO. 6, EASTERLY BY INTERSTATE HIGHWAY NO. 80 AND WESTERLY BY A LOCAL ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21, THENCE NORTH 0°32'10" WEST 908.80 FEET, THENCE SOUTH 89°27'50" EAST 33.00 FEET, THENCE NORTH 6°01'40" EAST 104.12 FEET, THENCE NORTH 0°31'57" WEST 112.08 FEET, THENCE NORTH 14°55'04" EAST 83.30 FEET, THENCE NORTH 0°35'07" EAST 125.50 FEET, THENCE NORTH 40°43'51" EAST 142.03 FEET, THENCE SOUTH 87°50'15" EAST 303.25 FEET, THENCE NORTH 86°05'57" EAST 201.15 FEET, THENCE SOUTH 89°26'21" EAST 249.16 FEET, THENCE NORTH 79°32'20" EAST 252.04 FEET, THENCE SOUTH 79°23'57" EAST 360.92 FEET, THENCE NORTH 69°11'23" EAST 368.96 FEET, THENCE NORTH 87°27'33" EAST 121.25 FEET, THENCE SOUTH 52°13'40" EAST 124.55 FEET, THENCE SOUTH 11°34'05" WEST 822.10 FEET, THENCE SOUTH 18°10'04" WEST 553.16 FEET, THENCE SOUTH 25°02'55" WEST 91.74 FEET, THENCE SOUTH 25°18'10" WEST 72.62 FEET, THENCE SOUTH 57°07'40" WEST 140.71 FEET, THENCE SOUTH 29°31'48" WEST 154.13 FEET, THENCE SOUTH 21°49'50" WEST 408.28 FEET, THENCE SOUTH 20°10'03" WEST 67.52 FEET, THENCE SOUTH 47°23'14" WEST 501.86 FEET, THENCE SOUTH 23°49'24" WEST 354.22 FEET, THENCE SOUTH 52°33'34" WEST 362.50 FEET, THENCE SOUTH 48°06'37" WEST 578.05 FEET, THENCE SOUTH 87°48'1l" WEST 32.47 FEET, THENCE NORTH 0°03'38" WEST 607.49 FEET, THENCE NORTH 0°17'14" WEST 659.52 FEET, THENCE NORTH 0°17'14" WEST 659.70 FEET TO THE POINT OF BEGINNING; ACCORDING TO SURVEY AND SUBJECT TO ROADS, RESTRICTIONS AND EASEMENTS OF RECORD.

(NOTE: THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 43 WEST IS ASSUMED TO BEAR NORTH 0°32'10" WEST.)

TOGETHER WITH

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 SOUTHEAST 1/4, NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 21; THENCE SOUTH 00°16'08" WEST 1211.28 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 89°43'52" EAST 154.34 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT OF WAY LINE OF PRIMARY ROAD NO. U.S. 6, THE POINT OF BEGINNING; THENCE NORTH 42°52'51" EAST 27.88 FEET; THENCE NORTH 86°44'33" EAST 1776.39 FEET; THENCE SOUTH 53°25'36" EAST 39.03 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT OF WAY LINE OF PRIMARY ROAD NO. U.S. 6; THENCE ALONG THE SAID PRESENT SOUTHERLY RIGHT OF WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES;

1) SOUTH 86°44'33" WEST 125.00 FEET;
2) SOUTH 70°02'36" WEST 365.41 FEET;
3) NORTH 78°50'12" WEST 361.39 FEET;
4) SOUTH 79°53'59" WEST 251.79 FEET;
5) NORTH 88°41'01" WEST 250.80 FEET;
6) SOUTH 86°44'33" WEST 200.00 FEET;
7) NORTH 87°26'49" WEST 303.03 FEET TO THE POINT OF BEGINNING.

EXCEPT

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21 AND A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, NORTH 01°44'28" EAST, 908.97 FEET; THENCE SOUTH 88°37'00" EAST, 27.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLLEGE ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 07°54'11" EAST, 91.94 FEET; THENCE SOUTH 01°54'58" WEST, 278.25 FEET; THENCE SOUTH 01°42'25" WEST, 65.03 FEET; THENCE SOUTH 01°11'51" WEST, 2569.71 FEET TO

A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES:

1) SOUTH 50°14'41" WEST, 18.21 FEET;
2) NORTH 87°37'01" WEST, 33.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 28;

THENCE ALONG SAID WEST LINE, NORTH 01°19'04" EAST, 1924.07 FEET TO THE POINT OF BEGINNING

AND EXCEPT

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 NORTHEAST 1/4 AND A PORTION OF LOT 1, AUDITOR'S SUBDIVISION OF THE SOUTHWEST 1/4 NORTHEAST 1/4 ALL IN SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE ALONG THE WEST LINE OF SAID NORTHWEST 1/4 NORTHEAST 1/4 SOUTH 00°54'08" WEST, 1015.64 FEET; THENCE SOUTH 88°50'10" EAST, 37.58 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLLEGE ROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°50'10" EAST, 858.69 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1) SOUTH 26°08'59" WEST 351.54 FEET;
2) SOUTH 54°47'54" WEST, 357.26 FEET;
3) SOUTH 50°14'41" WEST, 559.84 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°11'51" EAST, 897.17 FEET TO THE TRUE POINT OF BEGINNING

AND EXCEPT

PARCEL 22070: A TRACT OF LAND BEING A PORTION OF THE NORTHWEST 1/4 NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED IN PLAT OF SURVEY FILED ON JUNE 14, 2022 IN BOOK 2022 AT PAGE 08467.

(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 the Developer to

construct certain Minimum Improvements in accordance with the Agreement (as defined therein); and

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

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

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

[Signature page follows]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Mayor

ATTEST:

By: _____
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 _____ and _____, 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

[Certificate of Completion for Minimum Improvements – Execute Only After Minimum Improvements Completed]

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

EXHIBIT D

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Council Bluffs, Iowa (the "City") and EDC Omaha LandCo LLC, a Delaware limited liability company (the "Developer"), did on or about September ____, 2025, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the 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:

PART OF THE SOUTHEAST 1/4 OF SECTION 21 AND THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, BEING A PART OF AUDITORS SUBS NORTHWEST SOUTHEAST LOT 5, NORTHEAST SOUTHEAST LOT 4, SOUTHWEST SOUTHEAST LOTS 1, 2 & 3, SOUTHEAST SOUTHEAST LOTS 1 & 2 ALL IN SECTION 21, TOWNSHIP 75, RANGE 43 AND AUDITORS SUB SOUTHWEST NORTHEAST PART OF LOT 1 IN SECTION 28, TOWNSHIP 75, RANGE 43 AND PART OF THE NORTHEAST 1/4 NORTHEAST 1/4 & NORTHWEST 1/4 NORTHEAST 1/4 ALL IN SECTION 28, TOWNSHIP 75, RANGE 43, BOUNDED NORTHERLY BY U.S. HIGHWAY NO. 6, EASTERLY BY INTERSTATE HIGHWAY NO. 80 AND WESTERLY BY A LOCAL ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21, THENCE NORTH 0°32'10" WEST 908.80 FEET, THENCE SOUTH 89°27'50" EAST 33.00 FEET, THENCE NORTH 6°01'40" EAST 104.12 FEET, THENCE NORTH 0°31'57" WEST 112.08 FEET, THENCE NORTH 14°55'04" EAST 83.30 FEET, THENCE NORTH 0°35'07" EAST 125.50 FEET, THENCE NORTH 40°43'51" EAST 142.03 FEET, THENCE SOUTH 87°50'15" EAST 303.25 FEET, THENCE NORTH 86°05'57" EAST 201.15 FEET, THENCE SOUTH 89°26'21" EAST 249.16 FEET, THENCE NORTH 79°32'20" EAST 252.04 FEET, THENCE SOUTH 79°23'57" EAST 360.92 FEET, THENCE NORTH 69°11'23" EAST 368.96 FEET, THENCE NORTH 87°27'33" EAST 121.25 FEET, THENCE SOUTH 52°13'40" EAST 124.55 FEET, THENCE SOUTH 11°34'05" WEST 822.10 FEET, THENCE SOUTH 18°10'04" WEST 553.16 FEET, THENCE SOUTH 25°02'55" WEST 91.74 FEET, THENCE SOUTH 25°18'10" WEST

72.62 FEET, THENCE SOUTH 57°07'40" WEST 140.71 FEET, THENCE SOUTH 29°31'48" WEST 154.13 FEET, THENCE SOUTH 21°49'50" WEST 408.28 FEET, THENCE SOUTH 20°10'03" WEST 67.52 FEET, THENCE SOUTH 47°23'14" WEST 501.86 FEET, THENCE SOUTH 23°49'24" WEST 354.22 FEET, THENCE SOUTH 52°33'34" WEST 362.50 FEET, THENCE SOUTH 48°06'37" WEST 578.05 FEET, THENCE SOUTH 87°48'1l" WEST 32.47 FEET, THENCE NORTH 0°03'38" WEST 607.49 FEET, THENCE NORTH 0°17'14" WEST 659.52 FEET, THENCE NORTH 0°17'14" WEST 659.70 FEET TO THE POINT OF BEGINNING; ACCORDING TO SURVEY AND SUBJECT TO ROADS, RESTRICTIONS AND EASEMENTS OF RECORD.

(NOTE: THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 43 WEST IS ASSUMED TO BEAR NORTH 0°32'10" WEST.)

TOGETHER WITH

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 SOUTHEAST 1/4, NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 21; THENCE SOUTH 00°16'08" WEST 1211.28 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 89°43'52" EAST 154.34 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT OF WAY LINE OF PRIMARY ROAD NO. U.S. 6, THE POINT OF BEGINNING; THENCE NORTH 42°52'51" EAST 27.88 FEET; THENCE NORTH 86°44'33" EAST 1776.39 FEET; THENCE SOUTH 53°25'36" EAST 39.03 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT OF WAY LINE OF PRIMARY ROAD NO. U.S. 6; THENCE ALONG THE SAID PRESENT SOUTHERLY RIGHT OF WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES;

1) SOUTH 86°44'33" WEST 125.00 FEET;
2) SOUTH 70°02'36" WEST 365.41 FEET;
3) NORTH 78°50'12" WEST 361.39 FEET;
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6) SOUTH 86°44'33" WEST 200.00 FEET;
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EXCEPT

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21 AND A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWNSHIP 75 NORTH, RANGE 43

WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, NORTH 01°44'28" EAST, 908.97 FEET; THENCE SOUTH 88°37'00" EAST, 27.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLLEGE ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 07°54'11" EAST, 91.94 FEET; THENCE SOUTH 01°54'58" WEST, 278.25 FEET; THENCE SOUTH 01°42'25" WEST, 65.03 FEET; THENCE SOUTH 01°11'51" WEST, 2569.71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES:

1) SOUTH 50°14'41" WEST, 18.21 FEET;
2) NORTH 87°37'01" WEST, 33.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 28;

THENCE ALONG SAID WEST LINE, NORTH 01°19'04" EAST, 1924.07 FEET TO THE POINT OF BEGINNING

AND EXCEPT

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 NORTHEAST 1/4 AND A PORTION OF LOT 1, AUDITOR'S SUBDIVISION OF THE SOUTHWEST 1/4 NORTHEAST 1/4 ALL IN SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE ALONG THE WEST LINE OF SAID NORTHWEST 1/4 NORTHEAST 1/4 SOUTH 00°54'08" WEST, 1015.64 FEET; THENCE SOUTH 88°50'10" EAST, 37.58 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLLEGE ROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°50'10" EAST, 858.69 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1) SOUTH 26°08'59" WEST 351.54 FEET;
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3) SOUTH 50°14'41" WEST, 559.84 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°11'51" EAST, 897.17 FEET TO THE TRUE POINT OF BEGINNING

AND EXCEPT

PARCEL 22070: A TRACT OF LAND BEING A PORTION OF THE NORTHWEST 1/4 NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED IN PLAT OF SURVEY FILED ON JUNE 14, 2022 IN BOOK 2022 AT PAGE 08467.

(the "Development Property"); and

WHEREAS, the term of this Agreement commences on the date first set forth above and terminates on or before December 31, 2045, 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, City Hall, Council Bluffs, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development as of the dates set forth below.

[Rest of page intentionally left blank; Signature pages to follow]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, 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

[Signature page to Memorandum of Agreement for Private Development – City of Council Bluffs]

EDC OMAHA LANDCO LLC,
a Delaware limited liability company

By: _____
Scott Silverman, Chief Financial Officer

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 2025 by Scott Silverman as the Chief Financial Officer of EDC Omaha LandCo LLC.

_____
Notary Public in and for said state

My commission expires: _____

[Signature page to Memorandum of Agreement for Private Development – EDC Omaha LandCo LLC]

EXHIBIT E

DEVELOPER ANNUAL CERTIFICATION

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

During the time period covered by this Certification, the Developer certifies that it is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property have been timely 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 total number of Full-Time Equivalent Employment Units employed by Developer's commercial tenants at the Minimum Improvements as of October 1, _____ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__: _____	April 1, 20__:_____
September 1, 20__:_____	March 1, 20__:_____
August 1, 20__:_____	February 1, 20___:_____
July 1, 20__:_____	January 1, 20__:_____
June 1, 20__:_____	December 1, 20__:_____
May 1, 20__: _____	November 1, 20__:_____

(iii) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the 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 certificate or during such period, or if the signer 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.

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___.

EDC OMAHA LANDCO LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

Attachments: Proof of payment of taxes

[Signature page to Developer Annual Certification – EDC Omaha LandCo LLC]

Prepared by: Nathan J. Overberg, Ahlers Cooney P.C., 100 Court Ave #600, Des Moines, IA 50309
Return to: City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503; Attn: City Clerk

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT ("Minimum Assessment Agreement" or "Assessment Agreement") is dated on or as of September ____2025, by and between the City of Council Bluffs, Iowa (the "City"), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2025, as amended, and EDC Omaha LandCo LLC, a Delaware limited liability company, having an office for the transaction of business at 3343 Peachtree Rd NE, Suite 145 PMB 3021, Atlanta, GA ("Developer").

RECITALS

WHEREAS, the City and Developer have entered into a Development Agreement dated as of _____, 2025 ("Agreement" or "Development Agreement") regarding certain real property to be located in the City, which is legally described as follows:

PART OF THE SOUTHEAST 1/4 OF SECTION 21 AND THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., POTTAWATTAMIE COUNTY, IOWA, BEING A PART OF AUDITORS SUBS NORTHWEST SOUTHEAST LOT 5, NORTHEAST SOUTHEAST LOT 4, SOUTHWEST SOUTHEAST LOTS 1, 2 & 3, SOUTHEAST SOUTHEAST LOTS 1 & 2 ALL IN SECTION 21, TOWNSHIP 75, RANGE 43 AND AUDITORS SUB SOUTHWEST NORTHEAST PART OF LOT 1 IN SECTION 28, TOWNSHIP 75, RANGE 43 AND PART OF THE NORTHEAST 1/4 NORTHEAST 1/4 & NORTHWEST 1/4 NORTHEAST 1/4 ALL IN SECTION 28, TOWNSHIP 75, RANGE 43, BOUNDED NORTHERLY BY U.S. HIGHWAY NO. 6, EASTERLY BY INTERSTATE HIGHWAY NO. 80 AND WESTERLY BY A LOCAL ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21, THENCE NORTH 0°32'10" WEST 908.80 FEET, THENCE SOUTH 89°27'50" EAST 33.00 FEET, THENCE NORTH 6°01'40" EAST 104.12 FEET, THENCE NORTH 0°31'57" WEST 112.08 FEET, THENCE NORTH 14°55'04" EAST 83.30 FEET, THENCE NORTH 0°35'07" EAST 125.50 FEET, THENCE NORTH 40°43'51" EAST 142.03 FEET,

THENCE SOUTH 87°50'15" EAST 303.25 FEET, THENCE NORTH 86°05'57" EAST 201.15 FEET, THENCE SOUTH 89°26'21" EAST 249.16 FEET, THENCE NORTH 79°32'20" EAST 252.04 FEET, THENCE SOUTH 79°23'57" EAST 360.92 FEET, THENCE NORTH 69°11'23" EAST 368.96 FEET, THENCE NORTH 87°27'33" EAST 121.25 FEET, THENCE SOUTH 52°13'40" EAST 124.55 FEET, THENCE SOUTH 11°34'05" WEST 822.10 FEET, THENCE SOUTH 18°10'04" WEST 553.16 FEET, THENCE SOUTH 25°02'55" WEST 91.74 FEET, THENCE SOUTH 25°18'10" WEST 72.62 FEET, THENCE SOUTH 57°07'40" WEST 140.71 FEET, THENCE SOUTH 29°31'48" WEST 154.13 FEET, THENCE SOUTH 21°49'50" WEST 408.28 FEET, THENCE SOUTH 20°10'03" WEST 67.52 FEET, THENCE SOUTH 47°23'14" WEST 501.86 FEET, THENCE SOUTH 23°49'24" WEST 354.22 FEET, THENCE SOUTH 52°33'34" WEST 362.50 FEET, THENCE SOUTH 48°06'37" WEST 578.05 FEET, THENCE SOUTH 87°48'1l" WEST 32.47 FEET, THENCE NORTH 0°03'38" WEST 607.49 FEET, THENCE NORTH 0°17'14" WEST 659.52 FEET, THENCE NORTH 0°17'14" WEST 659.70 FEET TO THE POINT OF BEGINNING; ACCORDING TO SURVEY AND SUBJECT TO ROADS, RESTRICTIONS AND EASEMENTS OF RECORD.

(NOTE: THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 43 WEST IS ASSUMED TO BEAR NORTH 0°32'10" WEST.)

TOGETHER WITH

A PARCEL OF LAND LOCATED IN THE NORTHWEST 1/4 SOUTHEAST 1/4, NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 21; THENCE SOUTH 00°16'08" WEST 1211.28 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21; THENCE SOUTH 89°43'52" EAST 154.34 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT OF WAY LINE OF PRIMARY ROAD NO. U.S. 6, THE POINT OF BEGINNING; THENCE NORTH 42°52'51" EAST 27.88 FEET; THENCE NORTH 86°44'33" EAST 1776.39 FEET; THENCE SOUTH 53°25'36" EAST 39.03 FEET TO A POINT ON THE PRESENT SOUTHERLY RIGHT OF WAY LINE OF PRIMARY ROAD NO. U.S. 6; THENCE ALONG THE SAID PRESENT SOUTHERLY RIGHT OF WAY LINE FOR THE FOLLOWING SEVEN (7) COURSES;

1) SOUTH 86°44'33" WEST 125.00 FEET;
2) SOUTH 70°02'36" WEST 365.41 FEET;
3) NORTH 78°50'12" WEST 361.39 FEET;
4) SOUTH 79°53'59" WEST 251.79 FEET;
5) NORTH 88°41'01" WEST 250.80 FEET;
6) SOUTH 86°44'33" WEST 200.00 FEET;
7) NORTH 87°26'49" WEST 303.03 FEET TO THE POINT OF BEGINNING.

EXCEPT

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21 AND A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, ALL IN TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 21; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, NORTH 01°44'28" EAST, 908.97 FEET; THENCE SOUTH 88°37'00" EAST, 27.41 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLLEGE ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 07°54'11" EAST, 91.94 FEET; THENCE SOUTH 01°54'58" WEST, 278.25 FEET; THENCE SOUTH 01°42'25" WEST, 65.03 FEET; THENCE SOUTH 01°11'51" WEST, 2569.71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES:

1) SOUTH 50°14'41" WEST, 18.21 FEET;
2) NORTH 87°37'01" WEST, 33.00 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 28;

THENCE ALONG SAID WEST LINE, NORTH 01°19'04" EAST, 1924.07 FEET TO THE POINT OF BEGINNING

AND EXCEPT

A PARCEL OF LAND BEING A PORTION OF THE NORTHWEST 1/4 NORTHEAST 1/4 AND A PORTION OF LOT 1, AUDITOR'S SUBDIVISION OF THE SOUTHWEST 1/4 NORTHEAST 1/4 ALL IN SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 28; THENCE ALONG THE WEST LINE OF SAID NORTHWEST 1/4 NORTHEAST 1/4 SOUTH 00°54'08" WEST, 1015.64 FEET; THENCE SOUTH 88°50'10" EAST, 37.58 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COLLEGE ROAD, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°50'10" EAST, 858.69 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF INTERSTATE 80; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1) SOUTH 26°08'59" WEST 351.54 FEET;
2) SOUTH 54°47'54" WEST, 357.26 FEET;

3) SOUTH 50°14'41" WEST, 559.84 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°11'51" EAST, 897.17 FEET TO THE TRUE POINT OF BEGINNING

AND EXCEPT

PARCEL 22070: A TRACT OF LAND BEING A PORTION OF THE NORTHWEST 1/4 NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 75 NORTH, RANGE 43 WEST OF THE 5TH P.M., CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED IN PLAT OF SURVEY FILED ON JUNE 14, 2022 IN BOOK 2022 AT PAGE 08467.

(the "Development Property");

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Minimum Improvements (as described in the Development Agreement) would be constructed 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 completed Minimum Improvements pursuant to the Development Agreement; and

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

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

1. Upon substantial completion of construction of each phase of the Minimum Improvements, but in no event later than the dates set forth below for each phase, the Minimum Actual Value fixed for assessment purposes for the Minimum Improvements on the Development Property (building value only) shall be not less than the values shown below:

	Minimum Actual Value Before Rollback	**Date by which Minimum Actual Value must be Assessed**	**Assessment Termination Date**
Phase I Minimum Improvements	$107,500,000	January 1, 2030	December 31 of the 10th assessment year in which the

			Minimum Actual Value is applied
Phase II Minimum Improvements	$100,500,000	January 1, 2034	December 31 of the 10th assessment year in which the Minimum Actual Value is applied

The Minimum Actual Values shall terminate and be of no further force or effect as of the dates set forth above for each phase ("Assessment Termination Date"). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the respective phase of the Development Property.

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 failure to complete the Minimum Improvements; 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 Minimum Improvements by Developer; or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

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

4. Developer agrees that, prior to the termination of this Assessment Agreement, 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 the Development Property or Minimum Improvements determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property or Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Values for the Minimum Improvements; 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 Values for the Minimum Improvements; or

(e) cause a reduction in the actual value or the Minimum Actual Values for the Minimum Improvements through any other proceedings.

5. The parties agree that the Minimum Actual Values set forth in this Assessment Agreement take into account the expectation that Developer or a tenant may avail itself of the property tax exemptions provided by the State of Iowa's web search portal exemption (Iowa Code Sections 423.3(92) and 427.1(35)) to the extent they are otherwise available, and that such exemptions shall not reduce the property tax assessments for the Minimum Improvements below the Minimum Actual Values set forth herein.

6. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Pottawattamie County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

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

7. This Minimum Assessment Agreement is assignable to the same extent as the Development Agreement and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

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

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

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

11. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit F, which consents are attached hereto and made a part hereof.

[Remainder of this page is blank. Signatures start on the next page.]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, 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

[Signature page to Minimum Assessment Agreement – City of Council Bluffs]

EDC OMAHA LANDCO LLC,
a Delaware limited liability company

By: _____
Scott Silverman, Chief Financial Officer

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 2025 by Scott Silverman as the Chief Financial Officer of EDC Omaha LandCo LLC.

_____
Notary Public in and for said state

My commission expires: _____

[Signature page to Minimum Assessment Agreement – IA Council Bluffs Manawa, LLC]

EXHIBIT F (Cont.)
LIENHOLDER CONSENT

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms and subordinates any previously acquired mortgage, lien or other interest in the Development Property to the Minimum Assessment Agreement. This provision shall be binding on the parties and their respective successors and assigns.

_____
Name of Lienholder

By: _____
Signature

Print Name: _____

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that they are the _____ of _____ and that said instrument was signed on behalf of said company, and that the said acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

_____
Notary Public in and for the said state

[add additional pages for each lienholder]

Note: If there are no lienholders, this page shall have no signatures.

EXHIBIT F (Cont.)
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 Minimum Improvements on the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Minimum Improvements (building value only) for each phase upon substantial completion of construction of the Minimum Improvements, but in no event later than the dates set forth below, shall be as set forth below until the respective Assessment Termination Date identified below:

	Minimum Actual Value Before Rollback	**Date by which Minimum Actual Value must be Assessed**	**Assessment Termination Date**
Phase I Minimum Improvements	$107,500,000	January 1, 2030	December 31 of the 10th assessment year in which the Minimum Actual Value is applied
Phase II Minimum Improvements	$100,500,000	January 1, 2034	December 31 of the 10th assessment year in which the Minimum Actual Value is applied

_____
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 on this _____ day of _____, 2025.

_____
Notary Public for the State of Iowa

EXHIBIT F (cont.)

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.

4930-0692-0287-1\10342-214

(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 EDC OMAHA LANDCO LLC, 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 September 8, 2025, 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 EDC Omaha LandCo LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Phase I Minimum Improvements and Phase II Minimum Improvements, as defined in the Agreement, (collectively, the "Minimum Improvements") on certain real property located within the Kanesville Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of two approximately 283,497 square foot buildings to be used as a data center campus, as well as an approximately 23,200 square foot office/administrative building, to be completed in two phases, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would obligate the Developer to lease the Minimum Improvements to commercial tenants that will occupy the Minimum Improvements and create or retain jobs therein.

The Agreement would further obligate the City to make up to ten (10) consecutive annual payments of Phase I Economic Development Grants ("Phase I Grant") to Developer consisting of a declining percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Phase I Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of $25,000,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement would also require the City to make up to ten (10) consecutive annual payments of Phase II Economic Development Grants ("Phase II Grant") to Developer consisting of a declining percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Phase II Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of $25,000,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Phase I Minimum Improvements for tax purposes at not less than $107,500,000 and setting the minimum actual value of the Phase II Minimum Improvements for tax purposes at not less than $100,500,000.

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, Code of Iowa.

Dated this _____ day of _____, 2025.

_____

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

(End of Notice)

4938-9040-9823-1\10342-214

Resolution 25-208

ITEM TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA
August 25, 2025
7:00 P.M.

Kanesville Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with EDC Omaha LandCo LLC.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.

2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.

3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

August 25, 2025

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

_____

Absent: _____

Vacant: _____

* * * * * * * *

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 EDC OMAHA LANDCO LLC, 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. 25-208

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH EDC OMAHA LANDCO LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 25-78, adopted March 24, 2025, 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 Kanesville Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Kanesville 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 EDC Omaha LandCo LLC (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 Phase I Minimum Improvements and Phase II Minimum Improvements, as defined in the Agreement, (collectively, the "Minimum Improvements") on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of two approximately 283,497 square foot buildings to be used as a data center campus, as well as an approximately 23,200 square foot office/administrative building, to be completed in two phases, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to ten (10) consecutive annual payments of Phase I Economic Development Grants ("Phase I Grant") to Developer consisting of a declining percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Phase I Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of $25,000,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to ten (10) consecutive annual payments of Phase II Economic Development Grants ("Phase II Grant") to Developer consisting of a declining percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Phase II Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of $25,000,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Phase I Minimum Improvements for tax purposes at not less than $107,500,000 and setting the minimum

actual value of the Phase II Minimum Improvements for tax purposes at not less than $100,500,000; and

WHEREAS, the Agreement further proposes that the Developer will lease the Minimum Improvements to commercial tenants that will occupy the Minimum Improvements and create or retain jobs therein; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said 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 activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; 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 activities can occur under the Agreement, and pursuant to Section 364.6,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 September 8, 2025, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with EDC Omaha LandCo LLC.

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 EDC OMAHA LANDCO LLC, 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 September 8, 2025, 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 EDC Omaha LandCo LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Phase I Minimum Improvements and Phase II Minimum Improvements, as defined in the Agreement, (collectively, the "Minimum Improvements") on certain real property located within the Kanesville Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of two approximately 283,497 square foot buildings to be used as a data center campus, as well as an approximately 23,200 square foot office/administrative building, to be completed in two phases, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would obligate the Developer to lease the Minimum Improvements to commercial tenants that will occupy the Minimum Improvements and create or retain jobs therein.

The Agreement would obligate the City to make up to ten (10) consecutive annual payments of Phase I Economic Development Grants ("Phase I Grant") to Developer consisting of a declining percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Phase I Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of $25,000,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement would also require the City to make up to ten (10) consecutive annual payments of Phase II Economic Development Grants ("Phase II Grant") to Developer consisting of a declining percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Phase II Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of $25,000,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Phase I Minimum Improvements for tax purposes at not less than $107,500,000 and setting the minimum actual value of the Phase II Minimum Improvements for tax purposes at not less than $100,500,000.

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, Code of Iowa.

Dated this _____ day of _____, 2025.

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

(End of Notice)

PASSED AND APPROVED this 25th day of August, 2025.

_____
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 26th day of August, 2025.

_____

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

4898-2842-3007-1\10342-214

Council Communication

Department: Mayor

Case/Project No.:

Subject/Title

Boards/Commission Appointments

Background/Discussion

Appoint the following to the Board of Library Trustees with term expiring 07/01/2028:

Dave Wise
303 Simms

Staff Recommendation

With City Council Concurrence

Attachments

Prepared by: Alli Grimm
Approved by: Mayor Walsh

3.H

CITY OF COUNCIL BLUFFS
AP EXPENDITURES
JUNE 2025
($'S)

VENDOR	AMOUNT	DESCRIPTION
AA WHEEL & TRUCK SUPPLY LLC	$496.55	SUPPLIES
ABBEY EDWARDS	$50.00	PROFESSIONAL SVCS
ABC ELECTRIC INC.	$252,377.71	REPAIRS & MAINTENANCE
ABLE LOCKSMITHS	$245.00	PROFESSIONAL SVCS
ACUSHNET COMPANY	$305.39	DODGE OPERATING EXPENSE
ADAM VAN OSDEL	$1,500.00	PROFESSIONAL SVCS
ADVANCE SOUTHWEST IOWA	$40,625.00	PROFESSIONAL SVCS
ADVANTAGE ARCHIVES LLC	$1,740.00	SUBSCRIPTION
AGRIVISION EQUIPMENT GROUP	$958.32	EQUIPMENT/PARTS
AHLERS & COONEY P.C	$5,925.49	LEGAL SERVICES
AK BROWN ENTERPRISES LLC	$13,131.00	EQUIPMENT/PARTS
AKSARBEN FENCE & GATE LLC	$15,821.00	SERVICE LABOR
ALEX AIR APPARATUS 2 LLC	$12,106.81	EQUIPMENT/PARTS
ALL COPY PRODUCTS INC	$903.15	LEASE
ALLIED OIL & TIRE COMPANY	$4,007.95	SUPPLIES
AMERICAN MESSAGING SERVICES LLC	$17.00	PHONE/INTERNET SVC
AMERICAN NATIONAL BANK	$65.00	BANK SERVICES
AMERICAN RESPONSE VEHICLES INC	$36.60	EQUIPMENT/PARTS
AMERICAN TRAFFIC SOLUTIONS, INC.	$31,924.00	PROFESSIONAL SVCS
AMERITAS LIFE INS CORP	$39.48	DODGE OPERATING EXPENSE
AMEX	$69.52	MAC OPERATING EXPENSE
ANDRE J VANDER VELDE	$150.00	CONTRACT AGREEMENT
AQUA-CHEM INCORPORATED	$15,679.30	SUPPLIES
ARNOLD MOTOR SUPPLY, LLP	$5,033.04	EQUIPMENT/PARTS
ARROW TOWING	$8,354.50	TOWING/STORAGE/AUCTION
ASI SYSTEMS INC	$80.25	RIVERS EDGE GARAGE EXPENSE
ASP ENTERPRISES INC	$527.50	EQUIPMENT/PARTS
ATCO MANUFACTURING COMPANY	$740.25	SUPPLIES
BAKER & TAYLOR INC	$4,180.27	BOOKS/PERIODICALS/SUB
BARBARA S JAMES	$63.00	REFUND
BARCO MUNICIPAL PRODUCTS INC	$7,991.40	SUPPLIES
BARNHART CRANE & RIGGING	$1,690.00	EQUIPMENT/PARTS
BATES ROOFING LLC	$3,176.68	REPAIRS & MAINTENANCE
BENEVATE INC	$8,000.00	HARDWARE/SOFTWARE
BERTELSMANN PUBLISHING GROUP, INC.	$509.93	DVD/AUDIO/CD
BGNE INC.	$862.68	SUPPLIES
BH MEDIA GROUP INC.	$851.11	ADVERTISEMENT
BILLY'S INC.	$300.00	SUPPLIES
BLACK HILLS UTILITY HOLDINGS, INC.	$8,235.69	NATURAL GAS
BLACK STRAP INC	$17,849.31	STREET MAINTENANCE SUPLS
BLACKHAWK CONSTRUCTION LLC	$96,303.32	CONSTRUCTION
BLAIR FREEMAN LLC	$2,750.00	CONSULTANT
BLUFFS ELECTRIC INC	$19,305.98	ELECTRICAL REPAIR
BLUFFS HOMES LLC	$32,316.00	CONSTRUCTION
BLUFFS PAVING & UTILITY INC	$97,527.98	CONSTRUCTION
BOA	$144.82	MAC OPERATING EXPENSE
BOMGAARS SUPPLY INC	$2,092.61	SUPPLIES
BOO, INC.	$6,674.27	EQUIPMENT/PARTS
BOUND TO STAY BOUND BOOKS INC	$280.07	BOOKS/PERIODICALS/SUB
C & J INDUSTRIAL SUPPLY	$833.75	JANITORIAL SERVICE
CADEN NEPPLE	$180.00	UMPIRE/PARKS
CAESARS ENTERTAINMENT	$172,354.28	MAC OPERATING EXPENSE

CALEB STRUTZ	$495.00	PUBLIC EVENTS
CALLAWAY	$8,679.53	DODGE OPERATING EXPENSE
CANON SOLUTIONS AMERICA INC	$198.98	COPY/PRINTER MAINTANCE
CARLEY CONSTRUCTION LLC	$2,468.00	CONSTRUCTION
CARROLL DISTRIBUTING & CONSTRUCTION SUPPLY	$529.94	EQUIPMENT/PARTS
CDW GOVERNMENT LLC	$30,673.68	SUPPLIES
CENGAGE LEARNING INC	$523.69	BOOKS/PERIODICALS/SUB
CENTER POINT LARGE PRINT	$292.44	BOOKS/PERIODICALS/SUB
CENTRAL IOWA JUVENILE DETENTION CENTER	$1,609.44	LEGAL CLAIM
CENTURYLINK	$1,594.56	PHONE/INTERNET SVC
CFI TIRE SERVICE	$269.50	TIRE REPLACEMENT/REPAIR
CHAD A GIBLER	$90.00	UMPIRE/PARKS
CHAMPLIN TIRE RECYCLING INC	$7,938.00	TIRE DISPOSAL
CITY EMPLOYEE PAYROLL	$3,034,830.37	EMPLOYEE PAYROLL
CITY OF BELLEVUE	$2,400.00	TRAINING
CITY OF COUNCIL BLUFFS-DEPENDENT	$3,723.66	PAYROLL RELATED
CITY OF COUNCIL BLUFFS-FLEX	$11,082.48	PAYROLL RELATED
CITY TREASURER	$2,717.31	DODGE OPERATING EXPENSE
CLEVELAND GOLF	$2,005.86	DODGE OPERATING EXPENSE
CLINT BOYD	$30.00	REFUND
COLLECTION SERVICES CENTER	$6,831.02	PAYROLL RELATED
COLUMN SOFTWARE PBC	$97.60	LEGAL SERVICES
COMPASS UTILITY LLC	$653,808.31	CONSTRUCTION
COMPUTER CABLE CONNECTION	$299.00	HARDWARE/SOFTWARE
CONSOLIDATED ELECTRICAL DISTR, INC	$1,950.00	SUPPLIES
CONTINENTAL FIRE/ALARM	$403.94	PROFESSIONAL SVCS
CONTINENTAL WESTERN GROUP	$5,039.91	DODGE OPERATING EXPENSE
CONVERGEONE INC	$11,811.84	HARDWARE/SOFTWARE
COREBUILD LLC	$0.00	REFUND
CORNHUSKER INTERNATIONAL TRUCKS	$5,384.79	EQUIPMENT/PARTS
COUNCIL BLUFFS AIRPORT AUTHORITY	$10,033.08	AIRPORT AUTH TAX
COUNCIL BLUFFS COMMUNITY SCHOOL DISTRICT	$2,046.35	BOOKS/PERIODICALS/SUB
COUNCIL BLUFFS SEPTIC SERVICES INC	$1,382.00	PROFESSIONAL SVCS
COUNCIL BLUFFS WATER WORKS	$20,673.40	WATER
COUNCIL BLUFFS WINSUPPLY	$4,279.47	SUPPLIES
COX BUSINESS	$726.31	DODGE OPERATING EXPENSE
COX BUSINESS SERVICES	$327.37	RIVERS EDGE GARAGE EXPENSE
COX COMMUNICATION INC	$15,987.08	PHONE/INTERNET SVC
CUMMINS INC	$4,230.93	EQUIPMENT/PARTS
D & D CONSTRUCTION SERVICES INC	$103,582.30	CONSTRUCTION
D&K PRODUCTS	$4,251.17	DODGE OPERATING EXPENSE
DAKOTA FLUID POWER INC	$89.08	EQUIPMENT/PARTS
DALES TRASH SERVICE INC	$10,283.00	RENTAL EXPS
DAN BECKMANN	$4,048.98	JANITORIAL SERVICE
DANIEL BETTMANN	$67.48	REIMB EMPLOYEE EXPENSE
DANKO EMERGENCY EQUIPMENT CO	$17,291.30	SUPPLIES
DATASHIELD CORPORATION	$63.00	SERVICE LABOR
DAVID W WOODY	$314.09	SUPPLIES
DD WEST BROADWAY LLC	$49,820.00	TIF REBATE
DELL MARKETING L P	$8,709.48	HARDWARE/SOFTWARE
DIAMOND MOWERS INC	$461.90	REPAIRS & MAINTENANCE
DIGITECH COMPUTER LLC	$70,667.26	AMBULANCE BILLING FEE
DMG INC	$3,748.32	ELECTRICAL REPAIR
DODGE BANK & CR CARD FEES	$4,605.61	DODGE OPERATING EXPENSE
DODGE RIVERSIDE PAYROLL	$72,757.10	DODGE OPERATING EXPENSE
DODGE RIVERSIDE SALES TAX	$6,454.51	DODGE OPERATING EXPENSE
DOLL DISTRIBUTING LLC	$7,581.95	DODGE OPERATING EXPENSE
DOLL DISTRIBUTION	$306.90	MAC OPERATING EXPENSE

DONNA L TROUT	$5,075.00	PUBLIC EVENTS
DOSTALS CONSTRUCTION CO INC	$47,956.50	CONSTRUCTION
DRIVER PLUMBING LTD.	$478.00	REPAIRS & MAINTENANCE
DRIVER SEWER & WATER INC	$2,500.00	CONTRACT AGREEMENT
DUNCAN PARKING TECHNOLOGIES INC	$576.00	EQUIPMENT/PARTS
EAGLE TIRE DISTRIBUTORS	$2,756.00	TIRE REPLACEMENT/REPAIR
ECHO GROUP	$8,099.70	SUPPLIES
ECOSOLUTIONS INC	$571.97	SUPPLIES
ECO-STORAGE INVESTMENTS INC	$55,001.74	SOLID WASTE DISPOSAL
EDWARDS CDJRF CB	$1,620.76	EQUIPMENT/PARTS
EDWARDS CHEVROLET-CADILLAC INC	$2,631.92	EQUIPMENT/PARTS
EFTPS	$751,529.45	PAYROLL RELATED
EHRHART GRIFFIN & ASSOCIATES INC	$48,684.30	CONSULTANT
EJS SUPPLY INC	$1,361.00	SUPPLIES
ELASTEC INC	$6,010.00	EQUIPMENT/PARTS
ELAVON INC	$2,227.43	FEES
ELECTRIC PUMP	$5,720.82	EQUIPMENT/PARTS
EMPLOYERS MUTUAL CASUALTY COMPANY	$136,972.18	INSURANCE
ENGINEERED CONTROLS INC	$54,238.50	REPAIRS & MAINTENANCE
EOCENE ENVIRONMENTAL GROUP INC	$6,245.00	PROFESSIONAL SVCS
EQUIPMENTSHARE.COM INC.	$420.84	RENTAL EXPS
ERIN M MCCARTNEY	$394.00	PAYROLL RELATED
EXCHANGE BANK LEASING DIV	$12,645.14	DODGE OPERATING EXPENSE
FACTORY MOTOR PARTS	$1,138.83	EQUIPMENT/PARTS
FASTENAL COMPANY	$108.67	SUPPLIES
FELD FIRE	$34,205.86	EQUIPMENT/PARTS
FELSBURG HOLT & ULLEVIG INC	$64,488.31	PROFESSIONAL SVCS
FINTECH	$20.00	DODGE OPERATING EXPENSE
FIRST NATIONAL BANK PCARDS	$2,036.20	DODGE OPERATING EXPENSE
FIRST WIRELESS INC	$1,298.71	EQUIPMENT/PARTS
FISHER BUILDING SERVICES INC	$32,460.00	REPAIRS & MAINTENANCE
FLEET US LLC	$3,402.00	SUPPLIES
FLUENT CONVEYORS LLC	$293.24	EQUIPMENT/PARTS
FORTE PAYMENT SYSTEMS INC	$2,542.55	EQUIPMENT/PARTS
FRED KORTH	$38.30	REFUND
G L DODGE CITY LLC	$42,026.56	VEHICLES
GALLS PARENT HOLDING, LLC	$1,230.35	EQUIPMENT/PARTS
GEARGRID LLC	$2,847.00	EQUIPMENT/PARTS
GENIE SERVICES LLC	$1,395.00	PEST CONTROL
GEORGE DARNELL	$776.00	VETERINARIAN SVC/SUPPLIES
GERMANIA SEED COMPANY	$112.61	SUPPLIES
GLOBAL PAYMENTS DIRECT, INC	$22,560.29	CREDIT CARD CHGS
GLOBAL RENTAL CO INC	$170,426.00	EQUIPMENT/PARTS
GM DODGE CHARITABLE TRUST	$1,016.72	DODGE TRUST REIMBURSEMENT
GREAT AMERICA FINANCIAL SERV	$128.62	DODGE OPERATING EXPENSE
GREAT PLAINS COMMUNICATIONS HOLDINGS LLC	$5,556.00	PHONE/INTERNET SVC
GREAT PLAINS UNIFORMS	$747.00	UNIFORMS
GREGORY D KIMBERLY M LANG	$126.00	REFUND
GRP & ASSOCIATES	$50.00	SUPPLIES
HARMS OIL COMPANY	$24,779.31	FUEL
HARVEYS BR MANAGEMENT CO INC	$250.00	FEES
HDR ENGINEERING INC	$14,849.14	PROFESSIONAL SVCS
HEARTLAND BUSINESS SYSTEMS LLC	$9,464.71	HARDWARE/SOFTWARE
HEARTLAND CO-OP	$126.00	FUEL
HEARTLAND TIRES & TREADS INC	$396.30	TIRE REPLACEMENT/REPAIR
HEATHER WAUGH	$874.05	REIMB EMPLOYEE EXPENSE
HEIMAN INC.	$1,585.00	SAFETY EQUIP & MAINTENANCE
HERITAGE LANDSCAPE SUPPLY GROUP INC	$2,145.85	SUPPLIES

HGM ASSOCIATES INC	$117,254.43	CONSULTANT
HILDRETH LANDSCAPE INC	$101,258.46	REPAIRS & MAINTENANCE
HUBWISE TECHNOLOGY INC	$318.86	RIVERS EDGE GARAGE EXPENSE
HUFFMAN ENGINEERING INC	$10,308.75	CONSTRUCTION
HUTCHESON ENGINEERING PRODUCTS INC	$1,300.00	EQUIPMENT/PARTS
HY VEE, INC.	$1,609.37	PROPERTY ACQUISITION
I-80 LIQUOR	$3,933.93	DODGE OPERATING EXPENSE
ICMA RETIREMENT TRUST - 457	$12,736.58	PAYROLL RELATED
IMEG CONSULTANTS CORP	$21,950.00	CONSULTANT
IN LAW FENCING & MORE LLC	$11,330.00	REPAIRS & MAINTENANCE
INFOSAFE SHREDDING LLC	$150.00	PROFESSIONAL SVCS
IOWA COMMUNICATIONS NETWORK	$300.00	PHONE/INTERNET SVC
IOWA DEPARTMENT OF REVENUE	$11,327.28	MAC OPERATING EXPENSE
IOWA DEPT OF REVENUE	$128,186.00	PAYROLL RELATED
IOWA FINANCE AUTHORITY	$302,731.25	LOAN PAYMENTS
IOWA PRISON INDUSTRIES	$1,508.95	SUPPLIES
IOWA WASTE SERVICES HOLDINGS INC	$48,278.67	SOLID WASTE DISPOSAL
IOWA WEST FOUNDATION	$539,881.58	DEVLPMNT CONTRACT
IOWA WESTERN COMMUNITY COLLEGE	$4,700.00	PROFESSIONAL SVCS
IPERS	$366,874.90	PAYROLL RELATED
J & J SMALL ENGINE SERVICE	$543.66	EQUIPMENT/PARTS
JACOB LEMAR	$252.00	REFUND
JAHNKE & SONS CONSTRUCTION INC	$4,995.00	CONSTRUCTION
JAMES PALMER	$815.00	PROFESSIONAL SVCS
JASON MCINTOSH	$35.80	REFUND
JASON R BLAYNEY	$3,000.00	CONSTRUCTION
JEFF'S WASH & GLO LTD	$1,540.00	REPAIRS & MAINTENANCE
JEO CONSULTING GROUP INC	$54,370.03	CONSULTANT
JOHN ALIANO	$73.95	REFUND
JONES AUTOMOTIVE	$631.82	EQUIPMENT/PARTS
JOSHUA BARTLING	$360.00	UMPIRE/PARKS
JOSHUA BOGARDUS PLUMBING INC	$347.50	PLUMBING NEW OR REPAIR
JOSHUA T PORTER	$159.00	REIMB EMPLOYEE EXPENSE
JULIANNE M JOHNSON	$17.64	REIMB EMPLOYEE EXPENSE
K2 REAL ESTATE DEVELOPMENT LLC	$683,492.81	CONSTRUCTION
KARL CHEVROLET, INC.	$102,913.90	VEHICLES
KATHRYN IRENE BLACK	$63.00	REFUND
KAY H TURNER	$4,935.00	HARDWARE/SOFTWARE
KELLI KYLE	$865.00	MOWING/GROUNDS MAINT
KEVIN MICHAEL JONES	$700.00	CONSULTANT
KINGHORN HORTICULTURAL SERVICE INC	$518.96	RIVERS EDGE GARAGE EXPENSE
KINNICK DRISCOLL	$45.00	PUBLIC EVENTS
KITSAP COUNTY RURAL LIBRARY DISTRICT	$26.95	BOOKS/PERIODICALS/SUB
KLASS LAW FIRM LLP	$553.05	CONTRACT AGREEMENT
KOCV FUND I, LLC	$131,726.00	TIF REBATE
LANDON WESSELS	$315.00	UMPIRE/PARKS
LANDSCAPES MANAGEMENT	$11,045.01	DODGE OPERATING EXPENSE
LAWRENCE CLAUSSEN	$114.20	REFUND
LAWSON PRODUCTS INC	$1,668.72	SUPPLIES
LIBRARY REFUNDS	$38.00	REFUND
LIGHTSPEED	$966.55	DODGE OPERATING EXPENSE
LINDA M CONNER	$600.00	CONSULTANT
LINDSAY MCGINNIS-HURT	$35.28	REIMB EMPLOYEE EXPENSE
LOGAN CONTRACTORS SUPPLY INC	$193.94	SUPPLIES
LORETTA GOESCHEL	$17.50	REIMB EMPLOYEE EXPENSE
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$5,250.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$340.00	PAYROLL RELATED
LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$4,900.00	PAYROLL RELATED

LSNB AS TRUSTEE FOR POST EMPLY HLTH PLAN	$1,350.00	PAYROLL RELATED
LYMAN RICHEY SAND & GRAVEL COMPANY	$41,328.78	STREET MAINTENANCE SUPLS
LYNCH DALLAS, P.C.	$280.00	ATTORNEY FEES
M & R WELDING	$242.00	WELDING SUPPLIES/SERVICE
MACQUEEN EQUIPMENT, LLC	$286,764.07	EQUIPMENT/PARTS
MAKAYLA J FLOERCHINGER	$859.30	REIMB EMPLOYEE EXPENSE
MARCO HOLDINGS, LLC	$4,862.62	COPY/PRINTER MAINTANCE
MARK EVANS	$92.35	REFUND
MARTIN RESOURCE MANAGEMENT	$152.00	SUPPLIES
MATHESON TRI GAS INC.	$1,668.16	SUPPLIES
MAX I WALKER UNIFORM & APPAREL	$1,384.75	UNIFORMS
MCCARTHY CONSTRUCTION INC	$71,512.79	TIF REBATE
MCCLURE ENGINEERING CO	$13,373.75	ENGINEERING
MCMULLEN FORD INC	$346.58	EQUIPMENT/PARTS
MECHANICAL SALES INC.	$1,844.90	SUPPLIES
MELLEN & ASSOCIATES INC	$19,916.00	EQUIPMENT/PARTS
MENARD INC.	$117.54	SUPPLIES
MES I ACQUISITION INC	$488.36	EQUIPMENT/PARTS
METOLIUS LLC	$919.00	DODGE OPERATING EXPENSE
METRO WASTE AUTHORITY	$11,087.40	SERVICE LABOR
MFPRSI	$786,666.36	PAYROLL RELATED
MICHAEL O'BRADOVICH	$2,400.00	LEGAL SERVICES
MICHAEL RAY PHILLIPS JR	$165.00	UMPIRE/PARKS
MICHAEL TODD AND COMPANY INC	$1,623.62	EQUIPMENT/PARTS
MICHELLE C BIODROWSKI	$40.00	PROFESSIONAL SVCS
MICHELLE RYAN	$30.00	REFUND
MID AMERICAN ENERGY CO	$637.00	RIVERS EDGE GARAGE EXPENSE
MID AMERICAN ENERGY CO	$950.16	RIVERS EDGE GARAGE EXPENSE
MID-AMERICA CLEANING SYSTEMS INC	$788.30	EQUIPMENT/PARTS
MIDAMERICAN ENERGY COMPANY	$199,717.31	ELECTRICITY
MIDLANDS HUMANE SOCIETY	$10,328.17	CONTRACT AGREEMENT
MIDWEST DISTRIBUTING CORPORATION	$600.00	LEASE
MIDWEST GLASS	$510.68	REPAIRS & MAINTENANCE
MIDWEST MEDICAL & SAFETY INC	$336.65	MEDICAL SERVICES
MIDWEST MUDJACKING INC	$850.00	REPAIRS & MAINTENANCE
MIDWEST RESEARCH & SETTLEMENT SERVICES, INC.	$550.00	PROFESSIONAL SVCS
MIDWEST TAPE, LLC	$5,889.99	DVD/AUDIO/CD
MIDWEST TURF & IRRIGATION	$2,084.46	EQUIPMENT/PARTS
MIDWEST TURF & IRRIGATION	$4,433.43	DODGE OPERATING EXPENSE
MINT GREEN GROUP	$6,594.74	DODGE OPERATING EXPENSE
MOBOTREX INC	$420.00	STREET MAINTENANCE SUPLS
MONROE TRUCK EQUIPMENT, INC.	$136,348.00	EQUIPMENT/PARTS
MOORE'S SERVICE INCORPORATED	$19,102.00	SERVICE LABOR
NAPA AUTO PARTS	$4,160.17	EQUIPMENT/PARTS
NATIONAL CONCRETE CUTTING INC	$3,179.73	REPAIRS & MAINTENANCE
NATIONWIDE RETIREMENT SOLUTIONS INC	$81,072.54	PAYROLL RELATED
NEBCON INC	$5,286.90	CONTRACT AGREEMENT
NEBRAKSA TEXTILE AND SUPPLIES	$264.75	DODGE OPERATING EXPENSE
NEBRASKA AIR FILTER INC	$2,432.88	SUPPLIES
NEBRASKA CHILD SUPPORT PAYMENT CTR	$1,325.56	PAYROLL RELATED
NEBRASKA GOLF AND TURF	$327.83	DODGE OPERATING EXPENSE
NEBRASKA IOWA SUPPLY CO INC	$7,144.70	FUEL
NICE CLEAN HOME SERVICES INC	$2,150.00	JANITORIAL SERVICE
NODDLE DEVELOPMENT CO	$2,875.00	RIVERS EDGE GARAGE EXPENSE
NODDLE DEVELOPMENT CO	$1,000.00	RIVERS EDGE GARAGE EXPENSE
NODDLE DEVELOPMENT COMPANY	$48,824.61	CONSULTANT
NODDLE SERVICES LLC	$395.90	RIVERS EDGE GARAGE EXPENSE
NODDLE SERVICES LLC	$2,135.99	RIVERS EDGE GARAGE EXPENSE

NOTEFY INC	$5,000.00	DODGE OPERATING EXPENSE
NUCO PUMP SALES & SERVICE	$80.25	DODGE OPERATING EXPENSE
OMAHA DOOR & WINDOW CO INC	$1,409.72	REPAIRS & MAINTENANCE
OMAHA TRUCK CENTER COMPANY INC.	$2,558.76	EQUIPMENT/PARTS
OMNI ENGINEERING	$12,192.27	STREET MAINTENANCE SUPLS
ONE SOURCE THE BACKGROUND CHECK COMPANY	$427.45	CONSULTANT
O'REILLY AUTOMOTIVE INC	$171.82	EQUIPMENT/PARTS
ORIGINAL WATERMEN INC	$2,041.75	SUPPLIES
OSP LLC	$600.00	PROFESSIONAL SVCS
OVERDRIVE INC	$12,449.02	BOOKS/PERIODICALS/SUB
OWEN DASHNER	$25.00	REFUND
PARTNERS FOR LIVABLE OMAHA	$1,400.00	RENTAL EXPS
PATRICK G BARTOS	$17,280.00	CONSTRUCTION
PATRICK NEPPLE	$180.00	PROFESSIONAL SVCS
PAYROLL	$116,843.85	MAC OPERATING EXPENSE
PEPSI BEVERAGES CO	$2,709.74	DODGE OPERATING EXPENSE
PER MAR SECURITY & RESEARCH CORP	$1,222.94	ALARM SECURITY
PHILIP MEYER	$98.58	REIMB EMPLOYEE EXPENSE
PHILLIPS DAVID E	$87.21	REFUND
PHYSICIANS CLINIC INC	$5,634.00	CONSULTANT
PITNEY BOWES GLOBAL FINANCIAL LLC	$975.18	POSTAGE & PRINTING
PITNEY BOWES INC.	$2,500.00	POSTAGE & PRINTING
POM INCORPORATED	$2,202.00	EQUIPMENT/PARTS
PORTABLE COMPUTER SYSTEMS INC	$13,645.95	HARDWARE/SOFTWARE
POTTAWATTAMIE COUNTY ATTORNEY	$640.00	FEES
POTTAWATTAMIE COUNTY SHERIFF	$14,620.00	INMATE COST
POTTAWATTAMIE COUNTY SHERIFF	$19,347.50	PROFESSIONAL SVCS
POTTAWATTAMIE COUNTY TREASURER	$41,864.09	FEES
POWERTECH	$55.25	ELECTRICAL REPAIR
PREMIER GLAZERS BEVS	$3,350.55	DODGE OPERATING EXPENSE
PRESTO X	$76.13	RIVERS EDGE GARAGE EXPENSE
PRESTO X	$76.13	RIVERS EDGE GARAGE EXPENSE
PRINCIPAL	$551.77	DODGE OPERATING EXPENSE
PRO-SAFE FIRE TRAINING SYSTEMS INC	$10,669.27	EQUIPMENT/PARTS
RAPIDSCALE INC	$1,754.95	SUBSCRIPTION
RASMUSSEN MECHANICAL SERVICES INC	$23,526.84	EQUIPMENT/PARTS
RAY BARR	$106.00	REFUND
RDG PLANNING & DESIGN	$4,700.00	REFUND
RED LIGHT REFUNDS	$205.00	REFUND
RELIANCE STANDARD LIFE INSURANCE CO	$24,126.48	PAYROLL RELATED
RELIANT FIRE APPARATUS INC	$65.05	EQUIPMENT/PARTS
RICHARD HARRISON	$50,622.00	PUBLIC EVENTS
RICK BRAMMER	$2,675.00	PROFESSIONAL SVCS
RIEKES EQUIPMENT COMPANY	$855.82	EQUIPMENT/PARTS
RIVERS EDGE APARTMENTS II LLC	$56,532.00	TIF REBATE
RIVERS EDGE APARTMENTS LLC	$355,876.00	TIF REBATE
RIVERS EDGE BANK FEES	$45.55	RIVERS EDGE GARAGE EXPENSE
RIVERS EDGE ONE LLC	$127,093.50	TIF REBATE
RIVER'S EDGE PARKING LLC	$775,369.00	LEASE
RLKM INC	$548.62	REPAIRS & MAINTENANCE
RODNEY A KERKMAN	$405.00	UMPIRE/PARKS
RODNEY JOHNSON	$9,166.66	SERVICE LABOR
ROTELLAS ITALIAN BAKERY	$414.65	DODGE OPERATING EXPENSE
RPL UTILITY LLC	$2,836.40	CONSTRUCTION
RTG BUILDING SERVICES INC	$6,755.10	JANITORIAL SERVICE
SAFETY & HEALTH COUNCIL OF GREATER OMAHA, INC.	$1,600.00	DUES/MEMBERSHIP
SAFETY KLEEN SYSTEMS, INC	$202.76	SERVICE LABOR
SAMANTHA RETZLOFF	$500.00	PUBLIC EVENTS

SANDERS ATA BLACK BELT ACADEMY INC	$50.00	TRAINING
SAPP BROTHERS INC	$453.46	FUEL
SARAH BARKER	$25.00	REFUND
SARAH STARMER	$950.87	REIMB EMPLOYEE EXPENSE
SCALES SALES & SERVICE LLC	$565.00	EQUIPMENT/PARTS
SCHINDLER ELEVATOR CORPORATION	$415.88	REPAIRS & MAINTENANCE
SCHULTZ ENTERPRISES INC	$33,100.00	CONTRACT LABOR
SCOTT BOOSE	$240.00	REIMB EMPLOYEE EXPENSE
SIEMENS INDUSTRY INC	$1,140.00	EQUIPMENT/PARTS
SJ ELECTRO SYSTEMS INC	$18,896.00	EQUIPMENT/PARTS
SKATEFEST OMAHA	$1,200.00	PUBLIC EVENTS
SLM INC	$4,150.00	SUPPLIES
SMA ENTERPRISES INC.	$434.10	EQUIPMENT/PARTS
SMARTWAVE TECHNOLOGIES LLC	$6,986.00	HARDWARE/SOFTWARE
SNYDER & ASSOCIATES INC	$20,844.85	CONSULTANT
SOUTHWEST IOWA NARCOTICS	$29,123.71	FEES
SOUTHWEST IOWA PLANNING COUNCIL	$2,011.00	TRANSIT SERVICES
SPENCER LARSEN	$30.00	REFUND
STANARD & ASSOCIATES INC	$700.00	SUPPLIES
STATE OF IOWA	$300.00	TRAINING
STEARNS CONRAD AND SCHMIDT	$555.00	CONSULTANT
STEVE ANDREWS	$600.00	CONSULTANT
STEVEN G JACOBS	$180.00	CONSULTANT
STUDIO 15 COMMERCIAL INTERIORS INC	$74,542.58	PROFESSIONAL SVCS
SUNOCO LP	$37,855.19	FUEL
SUSPENSION SHOP INC	$1,376.64	EQUIPMENT/PARTS
SWANK MOTION PICTURES INC	$1,145.00	FEES
SYSCO LINCOLN	$7,087.98	DODGE OPERATING EXPENSE
T MOBILE USA INC	$46.99	PHONE/INTERNET SVC
TAB HOLDING COMPANY	$499,529.19	CONSTRUCTION
TECH INC	$152.50	SUPPLIES
TED'S MOWER SALES & SERVICE INC	$104.24	EQUIPMENT/PARTS
TG TECHNICAL SERVICES LLC	$3,425.39	REPAIRS & MAINTENANCE
THE CHARLES MACHINE WORKS INC	$6,648.60	EQUIPMENT/PARTS
THE DAVEY TREE EXPERT COMPANY	$40,400.00	TREE WORK
THE DOLLYWOOD FOUNDATION	$4,367.99	BOOKS/PERIODICALS/SUB
THE RETROFIT COMPANIES INC	$3,231.78	SERVICE LABOR
THE TORO COMPANY	$175.96	DODGE OPERATING EXPENSE
THE WALMAN OPTICAL COMPANY	$431.69	SAFETY EQUIP & MAINTENANCE
THERESA DEWITT	$36.75	REIMB EMPLOYEE EXPENSE
THREE VINES LLC	$1,035.00	REFUND
THRYV, INC.	$51.50	ADVERTISEMENT
TIFOSI OPTICS INC	$346.23	DODGE OPERATING EXPENSE
TKK ELECTRONICS LLC	$17,894.00	EQUIPMENT/PARTS
TODD RICHARD CARROLL	$45.00	UMPIRE/PARKS
TOMASEK MACHINE SHOP INC	$7,842.50	REPAIRS & MAINTENANCE
TOYNE INC	$3,830.73	EQUIPMENT/PARTS
TRAFFIC & PARKING CONTROL CO	$1,783.47	HARDWARE/SOFTWARE
TRANSIT AUTHORITY OF THE CITY OF OMAHA	$112,750.00	BUS SERVICE
TREASURER STATE OF IOWA/SALES TAX	$42,462.26	SALES TAX
TREEHOUSE PHASE I LLC	$106,037.63	GRANT REIMBURSEMENT
TREVOR D BENSON	$122.88	REIMB EMPLOYEE EXPENSE
TRI-TECH FORENSICS INC	$439.63	SUPPLIES
TROY TORGERSON	$300.00	REIMB EMPLOYEE EXPENSE
TRU PRO CONSTRUCTION INC	$28,920.00	CONSTRUCTION
TS DEVELOPMENT LLC	$3,825.00	DEVLPMNT CONTRACT
TURF WORKS	$774.25	DODGE OPERATING EXPENSE
TURNER MORGAN	$3,040.00	PROFESSIONAL SVCS

TWO RIVERS INSURANCE COMPANY, INC.	$1,204,727.23	EMPLOYEE INSURANCE
TX CHILD SUPPORT SDU	$600.00	PAYROLL RELATED
TYLER TECHNOLOGIES INC	$21,420.01	HARDWARE/SOFTWARE
U.S. VENTURE, INC.	$2,155.56	EQUIPMENT/PARTS
UKG KRONOS SYSTEMS	$2,128.39	HARDWARE/SOFTWARE
ULTIMATE TRAINING MUNITIONS INC	$925.32	SUPPLIES
UMB BANK N.A.	$11,308,573.15	BOND PAYMENT
UMR	$1,192.02	DODGE OPERATING EXPENSE
UNDERGROUND LOCATION COMPANY	$1,608.10	PROFESSIONAL SVCS
UNITED PARCEL SERVICE	$66.17	FREIGHT/POSTAGE
UPTOWN STAFFING INC	$7,250.62	CONTRACT AGREEMENT
URBANDALE PUBLIC LIBRARY	$220.00	BOOKS/PERIODICALS/SUB
US BANK	$144,732.68	CREDIT CARD PURCHASES
VEENSTRA & KIMM INC	$9,550.00	PROFESSIONAL SVCS
VEOLIA WATER TECHNOLOGIES TREATMENT SOLUTIONS	$2,767.01	EQUIPMENT/PARTS
VERIZON WIRELESS SERVICES LLC	$8,448.17	CELL PHONE
VERTIV CORPORATION	$8,024.70	REPAIRS & MAINTENANCE
VOYA RETIREMENT INSURANCE & ANNUITY COMPANY	$12,474.00	PAYROLL RELATED
W.W. GRAINGER, INC.	$4,891.88	EQUIPMENT/PARTS
WALDINGER CORPORATION	$7,173.90	REPAIRS & MAINTENANCE
WALDSTEIN PLUMBING & MECHANICAL LLC	$4,800.00	PLUMBING NEW OR REPAIR
WAL-MART REAL ESTATE BUSINESS TRUST	$370,773.35	TIF REBATE
WASTE CONNECTIONS OF IOWA	$328,743.94	HOUSEHOLD TRASH
WASTE CONNECTIONS OF IOWA	$272.18	DODGE OPERATING EXPENSE
WASTE CONNECTIONS OF NEBRASKA INC	$4,683.60	SOLID WASTE DISPOSAL
WATER ENGINEERING INC	$314.03	MOWING/GROUNDS MAINT
WELLS FARGO FINANCIAL LEASING INC	$364.00	LEASE
WESTERN ENGINEERING COMPANY INC	$78,856.96	CONSTRUCTION
WHCC OF OMAHA, INC.	$12,614.19	EQUIPMENT/PARTS
WILDLIFE LEARNING ENCOUNTERS	$425.00	CONTRACT AGREEMENT
WILLIAM E CARPENTER JR	$53.90	REIMB EMPLOYEE EXPENSE
WOODHOUSE CBP	$135.84	EQUIPMENT/PARTS
WOODHOUSE FORD CHRYLSER INC	$64.94	EQUIPMENT/PARTS
YMCA OF GREATER OMAHA	$460.00	DUES/MEMBERSHIP
ZIMCO SUPPLY COMPANY	$1,505.00	SUPPLIES
TOTAL	**$27,652,779.54**	

City of Council Bluffs

Receipts by Fund
For the Month of May FY25

General Fund	3,196,259.06
Special Revenue	2,014,564.36
Debt Service	894,498.08
Capital Project	88,761.40
Enterprise	2,069,018.89
Total Receipts	**8,263,101.79**

Expenditures by Fund
For the Month of May FY25

General Fund	8,230,256.31
Special Revenue	3,308,479.44
Debt Service	12,083,942.15
Capital Project	2,430,850.24
Enterprise	1,599,251.40
Total Expenditures	**27,652,779.54**

Transfer from City Operating Accounts
For the Month of May FY25

to Mid America Center	0.00
to Dodge Riverside	0.00
to RE Parking Garage	0.00
Total Transfers	**0.00**

Council Communication

Department: City Clerk

Case/Project No.:

Subject/Title

Claim

Background/Discussion

Claim

Staff Recommendation

Attachments

8-25 Claim.pdf

Prepared by:
Approved by:

3.J

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

CITY CLAIM NO. 25-PW-2301

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Kaitlyn Garcia DAY PHONE: [redacted]

ADDRESS: [redacted] DOB: [redacted]

DATE & TIME OF LOSS/ACCIDENT: 7/31/25 - 920am

LOCATION OF LOSS/ACCIDENT: 35th st & 9th st

DESCRIPTION OF LOSS/ACCIDENT: Will add attachement

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: $ 1,068.01

WITNESS(ES) (Name(s), Address(es), Phone No(s). My mechanic came right at 925am

WAS POLICE REPORT FILED ____ YES X NO

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

NO

HAVE YOU RESUMED NORMAL ACTIVITIES? ____ YES ____ NO ? - NO Truck yet

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

LIST INSURANCE PROVIDER AND COVERAGE: progressive

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)

8/3/25
DATE

RECEIVED
AUG 05 2025
CITY ATTORNEY'S OFFICE

CLAIMANT'S SIGNATURE

Action by Council:
Receive & File:

Date: _____

Council Communication

Department: Public Works Engineering

Case/Project No.: PW25-26

Subject/Title

Resolution 25-209
Resolution approving the plans and specifications in connection with the 2600 Block Alley between West Broadway and Avenue A Sanitary Sewer Reconstruction. Project # PW25-26

Background/Discussion

The sanitary sewer in the 2600 block alley between West Broadway and Avenue A is failing and in need of replacement. The existing sewer was constructed with clay pipe in the 1970's. The sewer has developed numerous cracks and some sections of pipe are completely missing. This sewer serves both residential homes along Avenue A and businesses along West Broadway. The reconstruction will replace the existing sewer pipe and laterals, and repave the alley.

This project was added to the FY25 CIP. The estimated cost is $400,000, including engineering, and the project is funded with Local Option Sales Tax funds.

The project schedule is as follows:	Hold Public Hearing	August 25, 2025
	Bid Letting	September 11, 2025
	Award	September 22, 2025
	Construction Start	October 1, 2025

Staff Recommendation

Approval of this resolution to hold the public hearing.

Attachments

Map
25-209.doc

Prepared by: David Vermillion, Civil Engineer II
Approved by: Matt Cox, Public Works Director

PW 25-26
2600 BLOCK
BETWEEN W. BROADWAY AND AVE. A
SEWER RECONSTRUCTION
N 27TH ST
AVENUE A
N 26TH ST
PROJECT LOCATION
W BROADWAY ST
S 27TH ST
Legend
PW25-26

RESOLUTION NO. 25-209

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR THE 2600 BLOCK ALLEY BETWEEN WEST BROADWAY AND AVENUE A SANITARY SEWER RECONSTRUCTION. PROJECT #PW25-26

WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk of the City of Council Bluffs, Iowa for the 2600 Block Alley between West Broadway and Avenue A Sanitary Sewer Reconstruction Project; and

WHEREAS, a Notice of Public Hearing was published as required by law, and a public hearing was held August 25, 2025.

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

That the plans, specifications, form of contract and cost estimate are hereby approved for the 2600 Block Alley between West Broadway and Avenue A Sanitary Sewer Reconstruction Project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED August 25, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Public Works Engineering

Case/Project No.: PW25-15

Subject/Title

Resolution 25-210
Resolution approving the plans and specifications in connection with the I-80 Pump Station Emergency Generator. Project # PW25-15

Background/Discussion

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

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

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

This project was included in the FY25 CIP with a revised construction budget of $1,075,341 in Local Option Sales Tax funds.

The project schedule is as follows:	Hold Public Hearing	August 25, 2025
	Bid Letting	September 18, 2025
	Award	October 6, 2025
	Construction Start	October/November 2025

Staff Recommendation

Approval of this resolution to hold the public hearing.

Attachments

25-210.doc

Prepared by: Jeff Krist, Civil Engineer II

Approved by: Matthew Cox, Public Works Director

RESOLUTION NO. 25-210

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR THE I-80 PUMP STATION EMERGENCY GENERATOR. PROJECT #PW25-15

WHEREAS, the plans, specifications, form of contract and cost estimate are on file in the office of the City Clerk of the City of Council Bluffs, Iowa for the I-80 Pump Station Emergency Generator Project; and

WHEREAS, a Notice of Public Hearing was published as required by law, and a public hearing was held August 25, 2025.

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

That the plans, specifications, form of contract and cost estimate are hereby approved for the I-80 Pump Station Emergency Generator Project.

AND BE IT FURTHER RESOLVED

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

ADOPTED
AND
APPROVED August 25, 2025

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Finance

Case/Project No.:

Subject/Title

Resolutions 25-211A and 25-211B
Resolution 25-211A, receipt of bids and directing the sale of $5,640,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2025A

Resolution 25-211B, receipt of bids directing the sale of $2,210,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2025B

Background/Discussion

On Monday, August 25, 2025 at 10:00 o'clock A.M. the City of Council Bluffs will receive bids for the competitive sale of:

A) Up to $5,640,000 (dollar amount subject to change) in General Obligation Bonds Series 2025A

and

B) Up to $2,210,000 (dollar amount subject to change) in General Obligation Bonds Series 2025B

The bids will be received and opened in the offices of the City's Municipal Advisor, PFM Financial Advisors, LLC and City Hall. PFM and the Director of Finance 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 City of Council Bluffs Finance Office. The Director of Finance will use that information to complete the resolution framework attached and recommend the sale of the Bonds to the lowest responsible bid. The Finance Office will then forward the necessary information to the City's Bond Counsel, who will prepare a resolution for consideration at the September 8, 2025 regular meeting of the City Council, finalizing and officially authorizing the sale of the bonds and the terms detailed in the lowest responsible bid.

Staff Recommendation

The City is currently at Step 8 in the General Obligation Bonding process, which is to hold the public hearing for receipt of bids and directing the sale of General Obligation Bonds. It is in the best interest of the City to continue to move forward in the process of proposing the issuance of General Obligation Bonds to satisfy the funding requirements for capital improvement projects for FY25.

Attachments

GO Bond Process_step 8.pdf

25-211A.docx
25-211B.docx

Prepared by: Finance Department / Danielle Bemis
Approved by: Finance Department / Danielle Bemis

4.C

City of Council Bluffs

GO Bonding Process

Step 1 – Determine CIP requirements and Tax levy for next year budget

a. 5 year CIP prepared and presented to Planning Commission
b. Set public hearing
c. Conduct public hearing on approval of 5 year CIP

Step 2 – Set public hearing for bond purposes

a. 4/20 notice for essential corporate purpose
b. 10/20 notice for general corporate purpose

Step 3 – Conduct public hearing and approve bond purpose resolutions to issue bonds

Step 4 – Reimbursement resolution

Step 5 – Resolution to collect a tax levy (also referred to as pre-levy)

Step 6 – Prepare Preliminary Official Statement (no Council action needed)

a. Presentation to Moody's Investors for debt rating

Step 7 – Notice of Bond Sale; set public hearing for sale of bonds

Step 8 – Sale of Bonds public hearing

Step 9 – Final resolution is to approve the Bond paying agent and registrar

Resolution 25-211A

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

$5,640,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2025A

- Receipt of bids.
- Resolution directing sale.

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

August 25, 2025

The Director of Finance of the City of Council Bluffs, State of Iowa, met at 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 $5,640,000 (subject to adjustment per Terms of Offering) General Obligation Bonds, Series 2025A, 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 PFM Financial Advisors LLC, 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.

August 25, 2025

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

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF $5,640,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2025A," 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 $5,640,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2025A

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:

$5,640,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2025A

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 done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 25th day of August, 2025.

_____
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 26th day of August, 2025.

_____

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

4933-1721-0204-1\10342-203

Resolution 25-211B

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA

$2,210,000 (Subject to Adjustment per Terms of Offering) Taxable General Obligation Bonds, Series 2025B

- Receipt of bids.
- Resolution directing sale.

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

August 25, 2025

The Director of Finance of the City of Council Bluffs, State of Iowa, met at 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 $2,210,000 (subject to adjustment per Terms of Offering) Taxable General Obligation Bonds, Series 2025B, 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 PFM Financial Advisors LLC, 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.

August 25, 2025

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

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF $2,210,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025B," 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 $2,210,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025B

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:

$2,210,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) TAXABLE GENERAL OBLIGATION BONDS, SERIES 2025B

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 done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 25th day of August, 2025.

_____
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 26th day of August, 2025.

_____

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

4930-9248-7516-1\10342-208

Council Communication

Department: Community Development

Case/Project No.: SUB-25-006

Subject/Title

Resolution 25-212
Resolution granting final plat approval of a 100-lot residential subdivision to be known as East Manawa Subdivision, legally described as all of the SE ¼ NE ¼ of Section 13-74-44, except the southerly 20 feet thereof, and a portion of the NW ¼ of Section 18-74-43. Location: Undeveloped land located west of East Manawa Drive and east of Mohawk Street. SUB-25-006

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A â€“ East Manawa Subdivision Final Plat
Attachment B â€“ Location/zoning map
Attachment C â€“ Resolution No. 24-262
25-212.docx

Prepared by: Christopher N. Gibbons, AICP, Planning & Code Compliance Manager
Approved by: Christopher N. Gibbons, AICP, Planning & Code Compliance Manager

4.D

City Council Communication

Department: Community Development CASES #SUB-25-006 Applicant/Property Owner: City of Council Bluffs 209 Pearl Street Council Bluffs, IA 51503 Engineer/Surveyor: Jeffrey D. Dimon HGM Associates Inc. 640 Fifth Avenue Council Bluffs, IA 51501		City Council: 8/25/2025

Subject/Title

Request: Public hearing on the request of the City of Council Bluffs for final plat approval of a 100-lot residential subdivision to be known as East Manawa Subdivision, legally described as all of the SE ¼ NE ¼ of Section 13-74-44, except the southerly 20 feet thereof, and a portion of the NW ¼ of Section 18-74-43, all within the City of Council Bluffs, Pottawattamie County, Iowa.

Location: Undeveloped land located west of East Manawa Drive and east of Mohawk Street.

Background

The City of Council Bluffs is requesting final plat approval of a 100-lot residential subdivision (including six outlots) to be known as East Manawa Subdivision being legally described as all of the SE1/4 NE1/4, Section 13-74-44, except the southerly 20 feet thereof, and a portion of the NW1/4 of Section 18-74-43, all within the City of Council Bluffs, Pottawattamie County, Iowa, and being more particularly described on the attached final plat (see Attachment A).

The East Manawa Subdivision is comprised of 84.79 acres of land zoned R-3/Low Density Multi-Family Residential District with an appended PR/Planned Residential Overlay/development plan (see CASE #24-001, Resolution No. 24-262). The subdivision's adopted master plan allows a mix of housing typologies (single-family attached/detached dwellings, townhomes, multi-family, and mixed-use dwellings) to accommodate residents with varying income levels. The City's Community Development Department is managing the East Manawa Subdivision to ensure the master plan is fully implemented and is issuing public Request for Proposals (RFP) to sell lots to interested homebuilders.

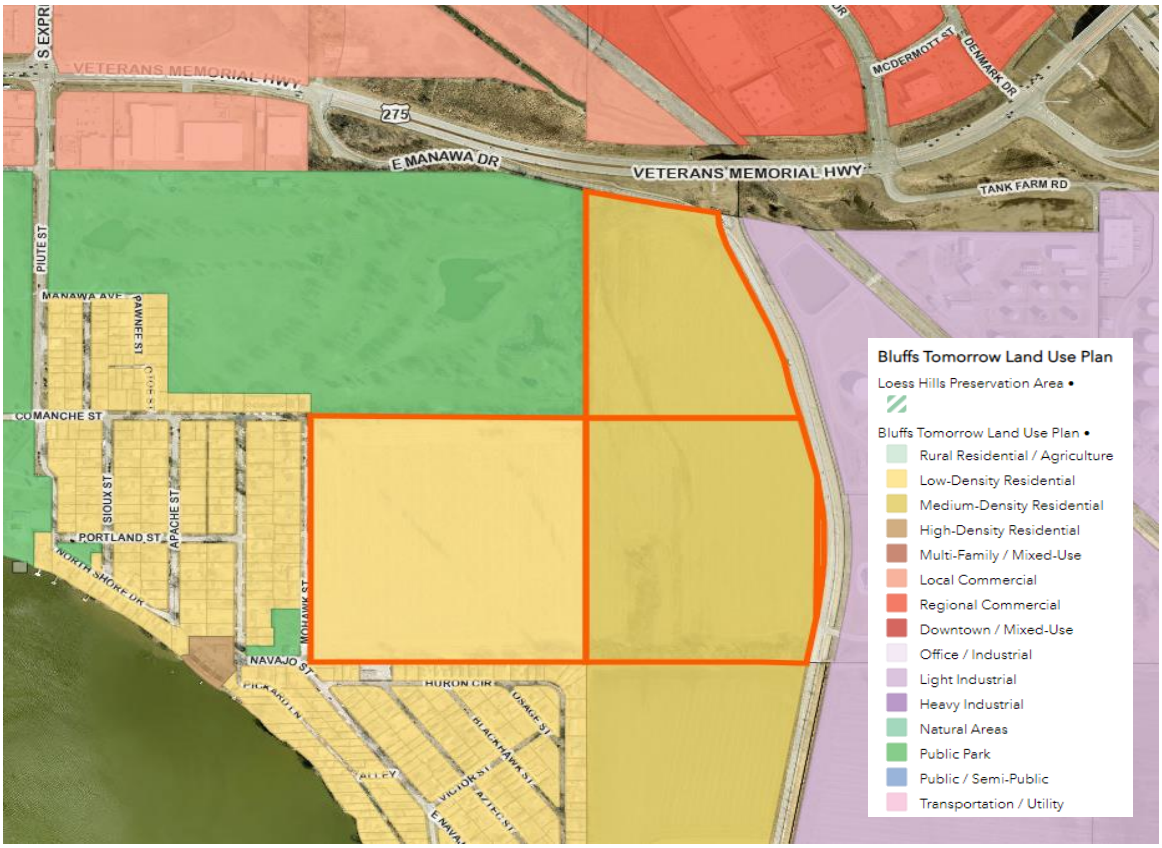
Proposed Lots 1 through 24 will be developed with one attached single-family residential dwelling and will have direct access/frontage onto Mohawk Street. Proposed Lots 25 through 92 will be developed with four-unit townhomes and will have direct access/frontage to a new publicly dedicated roadway to be known as Mallard Street. Mallard Street is under construction and will be completed before final certificates of occupancy are issued for any abutting new dwelling units. Proposed Lots 93 and 94 will be further subdivided into additional residential lots and new street rights-of-way as part of future development phases. Outlots A through F will be used for stormwater management, utilities, open space, and/or a combination thereof. The maintenance of said outlots will be dedicated to a new homeowner's association.

Zoning/Land Use

The subject property is zoned R-3/Low Density Multifamily Residential with an appended PR-1/Planned Residential Overlay and is surrounded by the following zoning districts and land uses:

Direction	Existing Zoning Districts	Existing Land Uses
North	A-2/Parks, Estates, and Agricultural District and P-C/Planned Commercial District	Council Bluffs Country Club Golf Course and Veterans Memorial Highway
South	A-2/Parks, Estates, and Agricultural District and R-3/Low-Density Multifamily Residential District	Single-family dwellings and agricultural land
East	I-1/Light Industrial District, I-2/General Industrial District, and P-I/Planned Industrial District	Nu-Star Pipeline and National Concrete, along with undeveloped land that was approved to be developed as an industrial business park
West	R-3/Low-Density Multifamily Residential District	Single-family dwellings and townhomes

A location/zoning map is included with this report as Attachment 'B'. The future land use plan of the Bluffs Tomorrow: 2030 (Comprehensive Plan) designates the subdivision as a mixture of 'Low Density Residential' and 'Medium-Density Residential'.



Comments

The Community Development Department provided a copy of the proposed East Manawa Subdivision final plat to all City Department and local utility providers to review. All comments for the plat are stated below:

The Community Development Department provided the following comments:

A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless an extension has been requested and granted by the Community Development Director.

B. The proposed subdivision is consistent with the 'Low Density Residential' and 'Medium-Density Residential' designations of the future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan), as well as the purpose and intent of the Title 14: Subdivisions and Title 15: Zoning of the Council Bluffs Municipal Code.

C. The subdivision is zoned R-3/Low Density Multifamily Residential and has an appended PR-1/Planned Residential Overlay with an adopted set of development standards. All construction activity with the East Manawa Subdivision shall comply with the adopted planned residential development plan (see Attachment C).

D. Proposed Lots 1 through 24 will be developed with one attached single-family residential dwelling and will have direct access/frontage onto Mohawk Street. The adopted East Manawa Subdivision planned residential development plan requires all lots built with one or two-family residential development to comply with the following lot size requirements:

   1. Lot area (maximum) = 6,000 square feet
   2. Lot width (minimum) = 30 feet
   3. Lot depth (minimum) = 60 feet

   Proposed Lots 2 through 23 meet all adopted lot size requirements. Lots 1 and 24 meet the minimum width and depth but exceed the maximum 6,000 square-foot lot size. The increase in lot size is necessary because both are corner lots with double road frontage, which requires additional area to accommodate the 10-foot minimum street side yard setbacks in the East Manawa Subdivision, without reducing building square footage.

E. Proposed Lots 25 through 92 will be developed with four-unit townhomes that will have direct access/frontage onto a new publicly dedicated roadway to be known as Mallard Street. The adopted East Manawa Subdivision planned residential development plan requires all lots built with multi-family and/or townhome dwellings comply with following lot size and density requirements:

   1. Lot area (maximum) = 5,000 square feet (2,000 square feet for townhome units)
   2. Lot width (minimum) = 50 feet (20 feet for townhome units)
   3. Lot depth (minimum) = 100 feet
   4. Dwellings units per acre (net minimum) = 8 units

   The submitted final plat demonstrates Lots 25 through 92 will comply with the lot size and density requirements for townhome dwellings.

F. Proposed Lots 93 and 94 will be further platted into additional residential lots and new street rights-of-way as part of future development phases.

G. Outlot A contains a buried IDNR stormwater pipe that drains into Lake Manawa. The City will retain ownership of said Outlot A and envisions the space being used as a future bike trail connecting the Lake Manawa Neighborhood to the existing trail along East Manawa Drive. Until the trail is built, mowing will be the responsibility of a new homeowner's association. Once constructed, the City will assume mowing duties as the trail will become part of its transportation network.

H. Outlots B through F will be used for stormwater management, utilities, open space, and/or combination thereof. All known easements along with their recorded book and page numbers within said outlots are stated on the final plat. The maintenance of said outlots will be dedicated to a new homeowner's association on the final plat prior to it being recorded with Pottawattamie County.

I. The final plat includes dedication of new rights-of-way for Mallard Street, "Street B," and a 27-foot expansion of the Mohawk Street right-of-way to the City of Council Bluffs. "Street B" will be renamed to "Redhead Street" on the final plat before it is signed and recorded with Pottawattamie County. This street is being stubbed out in order to provide a future interconnection to undeveloped property to the immediate south. The name "Redhead" reflects a native North American duck species, which aligns with the East Manawa Subdivision's theme of naming streets after native ducks.

J. The plat includes the book/page numbers of all known easements that exist within the boundary of the East Manawa Subdivision. The City has procured an updated title abstract for the subdivision and has hired an attorney to review said abstract and provide us with an opinion of title. Any additional easements that are discovered through the review of the title abstract will be added to the plat prior to it being recorded with Pottawattamie County.

K. The City's Community Development Department is preparing a set of covenants for the East Manawa Subdivision and said covenants will be recorded at the same time as the final plat with Pottawattamie County. A note is stated on the final plat that covenants will be recorded for the East Manawa Subdivision.

L. The final plat includes the standard 5 and 10-foot wide franchise utility easements along the front, sides, and rear property lines. Additionally, the plat contains a notation that no easements will be reserved where a lot line coincides with a common wall separating dwelling units on Lots 25 through 92 and Outlots B and D. This same notation shall also be stated on the final plat for Lots 1 through 24 where attached single-family dwellings are proposed to be constructed.

M. All lots will be serviced with utilities (e.g., sanitary/storm sewers, water, electricity, etc.) that shall be installed underground. All costs to construct, remove and/or relocate any utilities for the proposed subdivision shall be the responsibility of the developer.

N. The Public Works Department recently reconstructed Mohawk Street with new concrete paving, storm and sanitary sewers, and curb and gutters. The Community Development Department is currently building Mallard and Redhead Streets and expects both roadways to be completed before any final Certificates of Occupancy are issued for adjacent homes.

O. The East Manawa Subdivision is located within an X flood zone (area with reduced flood risk due to levee) according to FEMA map panels no. 19155C0578E, dated 2/4/2005, and 19155C0578E, dated 2/4/2005.

P. Sidewalks along the frontages of all buildable lots will be completed by each respective homebuilder prior to a final certificate of occupancy being granted. Sidewalks along the frontages of Outlots B and

D, excluding any frontages onto East Manawa Drive, will be completed by the City as part of Mallard Street and Redhead Street roadway construction.

Q. A pedestrian trail is envisioned to be constructed within Outlot A to provide residents of the subdivision public access to the existing trail network along East Manawa Drive and to the sidewalk network in the Lake Manawa Neighborhood. The timing of when the trail will be constructed is undetermined and will require further coordination between the City's Parks and Community Development Departments. Any necessary easements and/or land dedications for said trail will be stated on the final plat prior it to being recorded.

R. The following technical corrections shall be made to the final plat prior to being executed by the City of Council Bluffs:

1. Rename 'Street B' to 'Redhead Street' on the revised final plat.

2. The standard dedication of public easements shall appear on the final plat as stated below:
A perpetual easement is reserved for storm drainage and the installation and maintenance of utilities 5 feet wide along each side of interior lot lines and 10 feet in width along all front and rear lot lines:

ERECTION OF STRUCTURES PROHIBITED: Grantor shall not erect any structure over or within the Easement Area without obtaining the prior written consent of the City Engineer, provided however grantor shall have the right to place and maintain a surfaced roadway over and within the Easement Area.

CHANGE OF GRADE PROHIBITED: Grantor shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.

RIGHT OF ACCESS: City shall have the right of access to the Easement Area and have all right of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described.

REMOVAL AND REPLACEMENT: The cost of removal and replacement of any unauthorized improvement or structures within the Easement Area, necessitated by the exercise of the rights under this easement, shall be borne by the Grantor or their successors or assigns.

SURFACE RESTORATION: City's liability to restore the surface within the Easement Area shall be limited only to grading and seeding, and replacement of grantors surfaced roadway.

DUTY TO REPAIR: City agrees that any drain tile, drive or access way, fence, or yard or other improvements outside of the Easement Area which may be damaged as a result of any entry made through an exercise of the City's right of access shall be repaired at no expense to Grantor.

EASEMENT RUNS WITH LAND: This easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

The Council Bluffs Public Works Department stated proposed Lot 1 will need to be modified as additional right-of-way area is needed for a new east/west street connection that connects East Manawa Drive into

Comanche Street. The Public Works Department recommended Lot 1 be modified to have the same lot size dimensions as proposed Lots 2 through 23.

The Council Bluffs Police Department stated they have no comment or objection to the final plat.

The Council Bluffs Water Works stated that they have no comment in regards to the requests.

MidAmerican Energy stated they have no conflicts or concerns with the proposed final plat and requested the City retain the standard 5 and 10-foot-wide utility easements along all front, rear, and side lots lines (except for side lot lines that share a common wall between attached dwelling units) for the installation and maintenance of the electrical infrastructure.

Recommendation

The Community Development Department recommends final plat approval of a 100-lot major subdivision to be known as East Manawa Subdivision and being legally described as all of the SE1/4 NE1/4, Section 13-74-44, except the southerly 20 feet thereof, and a portion of the NW1/4 of Section 18-74-43, all within the City of Council Bluffs, Pottawattamie County, Iowa, and being more particularly described on the attached final plat (see Attachment A), subject to the comments above and the following conditions:

A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless and extension has been requested and granted by the Community Development Director.
B. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
C. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
D. All utilities shall be installed underground. Any costs to construct, remove, and/or relocate any utilities shall be the responsibility of the developer.
E. All development within the proposed subdivision shall comply with the adopted East Manawa Subdivision planned residential development plan (Case #PR-24-001).
F. Sidewalks along the frontages of all buildable lots will be completed by each respective homebuilder prior to a final certificate of occupancy being granted. Sidewalks along the frontages of Outlots B and D, excluding any frontages onto East Manawa Drive, will be completed by the City as part of Mallard Street and Redhead Street roadway construction.
G. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility.

Attachments

- Attachment A – East Manawa Subdivision Final Plat
- Attachment B – Location/zoning map
- Attachment C – Resolution No. 24-262

Prepared by: Christopher N. Gibbons, AICP, Planning & Code Compliance Manager, Community Development Dept.

Attachment A

RECORDER'S INDEX
ALIQUOT PART: SE 1/4 NE 1/4
SECTION: 13 /TOWNSHIP: 74 / RANGE: 44
ALIQUOT PART: NW 1/4
SECTION: 18 /TOWNSHIP: 74 / RANGE: 43
CITY: COUNCIL BLUFFS
COUNTY: POTTAWATTAMIE
PROPRIETOR: CITY OF COUNCIL BLUFFS
REQUESTED BY: CITY OF COUNCIL BLUFFS
DATE OF FIELD SURVEY: FEBRUARY 27, 2025

EAST MANAWA SUBDIVISION

BEING ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) EXCEPT THE SOUTHERLY 20 FEET OF SECTION 13, TOWNSHIP 74 NORTH, RANGE 44 WEST AND A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 18, TOWNSHIP 74 NORTH, RANGE 43 WEST ALL WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

OWNER/DEVELOPER:
CITY OF COUNCIL BLUFFS
209 PEARL STREET
COUNCIL BLUFFS, IOWA 51503

PREPARED BY: JEFFREY D. DIMON, P.L.S., HGM ASSOCIATES INC., P.O. BOX 919, COUNCIL BLUFFS, IOWA 51502 (712)323-0530

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT THE CITY OF COUNCIL BLUFFS, BEING THE SOLE OWNER OF THE PROPERTY DESCRIBED WITHIN THE LEGAL DESCRIPTION AND EMBRACED WITHIN THIS PLAT, HAS CAUSED SAID PROPERTY TO BE SUBDIVIDED AS LOTS 1 THROUGH 94 AND OUTLOTS "A" THROUGH "F" INCLUSIVELY. SAID PROPERTY TO BE KNOWN AS EAST MANAWA SUBDIVISION.

AS PART OF THIS PLATTING, THE CITY OF COUNCIL BLUFFS DOES HEREBY DEDICATE TO THE CITY OF COUNCIL BLUFFS, THE RIGHT-OF-WAY FOR MOHAWK STREET (0.822 ACRE, MORE OR LESS), MALLARD STREET (2.7260 ACRES, MORE OR LESS) AND STREET "B" (0.1890 ACRE, MORE OR LESS).

AS PART OF THIS PLATTING, THE CITY OF COUNCIL BLUFFS DOES HEREBY DEDICATE TO THE HOMEOWNER'S ASSOCIATES OUTLOTS "A" THROUGH "F" THEIR ADMINISTRATORS, EXECUTORS, SUCCESSORS, HEIRS, OR ASSIGNS SHALL PERPETUALLY OPERATE AND MAINTAIN OUTLOTS "A" THROUGH "F" AND THE STORMWATER FACILITY OR BEST MANAGEMENT PRACTICES (BMPs) LOCATED WITHIN OUTLOTS "A" THROUGH "F" IN STRICT ACCORDANCE WITH STANDARD PRACTICES AND REQUIREMENTS AND REQUIREMENTS FOR SAID BMPs AS ACCEPTED BY THE CITY OF COUNCIL BLUFFS OR IT'S DESIGNEE.

WE HEREBY CERTIFY THAT WE WILL MEET ALL EQUAL OPPORTUNITY AND FAIR MARKETING OBJECTIVES CONSISTENT WITH FEDERAL, STATE AND LOCAL GUIDELINES. WE HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUSLY WITH THE FILING OF THE FINAL PLAT,

A. PRIVATE RESTRICTIONS AND/OR COVENANTS WILL BE RECORDED WITH THIS FINAL PLAT.
B. CERTIFIED RESOLUTION OF EACH GOVERNING BODY APPROVING THE SUBDIVISION OR WAIVING THE RIGHT TO REVIEW.

UTILITY EASEMENT NOTES:

1. LOTS 1 THROUGH 24
   1.1. A 5.00 FOOT WIDE PERMANENT EASEMENT ON EACH SIDE LOT LINE, A 10.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT AND REAR LOT LINES.

2. LOTS 25 THROUGH 92, OUTLOT "B" AND "D"
   2.1. A 5.00 FOOT WIDE PERMANENT EASEMENT ON EACH SIDE LOT ON THE COMMON LOT LINE BETWEEN LOTS OUTLOT "B"-25, 28-29, 32-33, 36-37, 40-41, 44-45, 48-49, 52-53, 56-57, 60-61 EAST LINE 64, WEST LINE 65, 68-69, 72-73, 76-77, 80-81, 84-85, 88-89 AND 92-OUTLOT "D", A 10.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT AND REAR LOT LINES.

IN WITNESS THEREOF, I DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF THE COUNCIL BLUFFS PROPERTY AS CONTAINED HEREIN ON THIS _____ DAY OF_____, 2025.

BY: _____
THE HONORABLE MATTHEW J. WALSH MAYOR

STATE OF IOWA)
) SS.
COUNTY OF POTTAWATTAMIE)

ON THIS _____ DAY OF_____, 2025, BEFORE ME A NOTARY PUBLIC PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED THE HONORABLE MATTHEW J. WALSH, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE IS THE MAYOR OF THE CITY OF COUNCIL BLUFFS, THAT NO SEAL HAS BEEN PROCURED BY SAID CITY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF THE CITY COUNCIL BY AUTHORITY OF THE COUNCIL AND SAID THE HONORABLE MATTHEW J. WALSH ACKNOWLEDGED THE EXECUTION OF THE INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED OF SAID COUNCIL BY IT VOLUNTARILY EXECUTED.

_____ _____
NOTARY PUBLIC IN AND FOR SAID STATE MY COMMISSION EXPIRES

LEGAL DESCRIPTION

BEING ALL OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4) EXCEPT THE SOUTHERLY 20 FEET OF SECTION 13, TOWNSHIP 74 NORTH, RANGE 44 WEST AND A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 18, TOWNSHIP 74 NORTH, RANGE 43 WEST ALL WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4); THENCE ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4), NORTH 00 DEGREES 01 MINUTE 44 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ON SAID EAST LINE, NORTH 00 DEGREES 01 MINUTE 44 SECONDS EAST, 10.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 54 SECONDS WEST, 1327.39 FEET TO A POINT ON THE WEST LINE SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4); THENCE ON SAID WEST LINE, NORTH 00 DEGREES 11 MINUTES 13 SECONDS EAST, 1320.26 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4); THENCE ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4), SOUTH 89 DEGREES 39 MINUTES 13 SECONDS EAST, 1323.80 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4), SAID POINT ALSO BEING ON THE WEST LINE OF SAID SECTION 18; THENCE ON SAID WEST LINE, NORTH 00 DEGREES 00 MINUTES 56 SECONDS WEST, 28.16 FEET; THENCE NORTH 33 DEGREES 02 MINUTES 00 SECONDS EAST, 1124.80 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF EAST MANAWA DRIVE, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY TO WHICH POINT A RADIAL LINE BEARS NORTH 47 DEGREES 52 MINUTES 30 SECONDS EAST, 533.69 FEET; THENCE ON SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1) SOUTHEASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 42 MINUTES 10 SECONDS, 109.01 FEET; 2) NORTH 59 DEGREES 34 MINUTES 41 SECONDS EAST, 4.88 FEET; 3) SOUTH 24 DEGREES 29 MINUTES 30 SECONDS EAST, 562.03 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 859.93 FEET; 4) SOUTHERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 05 MINUTES 32 SECONDS, 181.49 FEET; 5) SOUTH 12 DEGREES 23 MINUTES 58 SECONDS EAST, 652.03 FEET; 6) SOUTH 04 DEGREES 55 MINUTES 49 SECONDS EAST, 331.20 FEET; 7) SOUTH 10 DEGREES 10 MINUTES 56 SECONDS WEST, 560.19 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 53 SECONDS WEST, 1042.17 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS AN AREA OF 84.791 ACRES, MORE OR LESS.

CITY COUNCIL

_____
APPROVED BY MAYOR: THE HONORABLE MATTHEW J. WALSH DATE

ATTESTED TO BY:

_____
CITY CLERK: JODI QUAKENBUSH DATE

_____
COMMUNITY DEVELOPMENT DIRECTOR: COURTNEY HARTER DATE

CERTIFICATE OF TREASURER OF POTTAWATTAMIE COUNTY, IOWA

I, THE TREASURER OF POTTAWATTAMIE COUNTY, IOWA, HEREBY CERTIFY THAT THE PROPERTY INCLUDED IN EAST MANAWA SUBDIVISION, IS FREE FROM CERTIFIED TAXES AND CERTIFIED SPECIAL ASSESSMENTS.

_____
TREASURER OF POTTAWATTAMIE COUNTY, IOWA: LEA A. VOSS DATE

PROFESSIONAL LAND SURVEYOR
JEFFREY D. DIMON
29399
IOWA

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

_____ APRIL 18, 2025
JEFFREY D. DIMON DATE
LICENSE NUMBER 29399
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025.
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEET 1 OF 5 THROUGH SHEET 5 OF 5

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council bluffs omaha

DEF drawn
JDD designed
JDD approved
APR'25 date
revision date

project EAST MANAWA SUBDIVISION
client CITY OF COUNCIL BLUFFS
sheet FINAL PLAT

project no. 150624
sheet 1 OF 5

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EAST MANAWA SUBDIVISION

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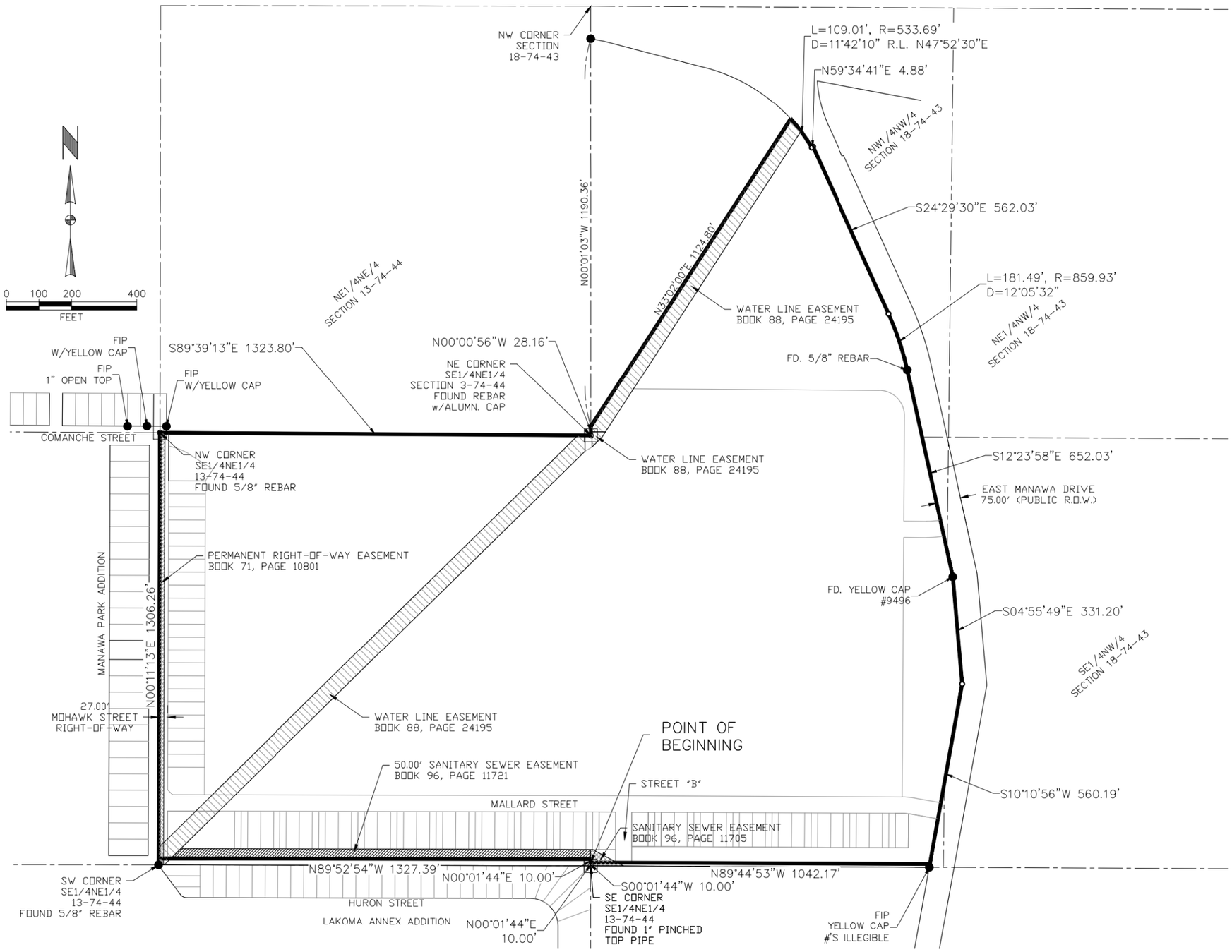

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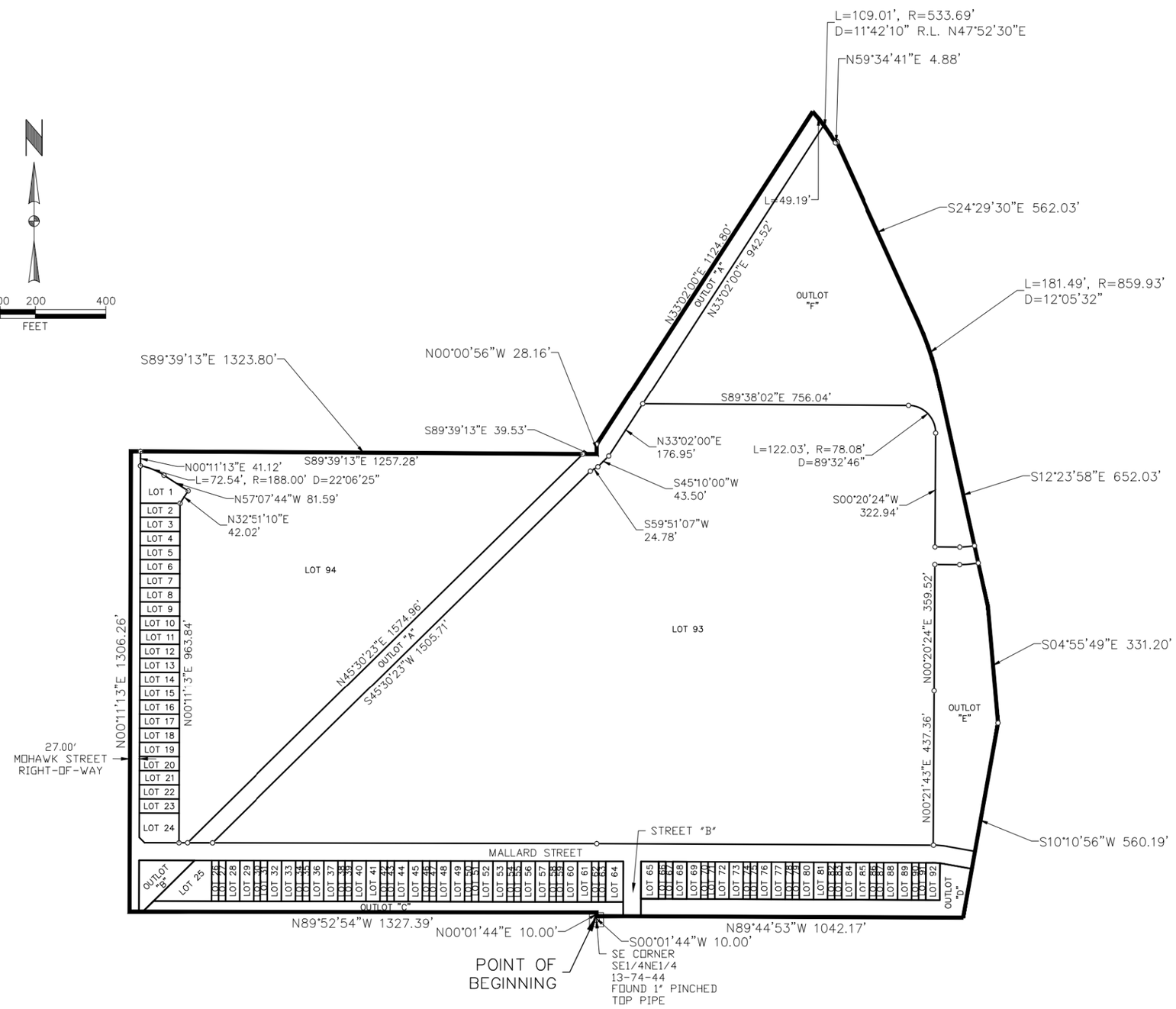

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project no. 150624

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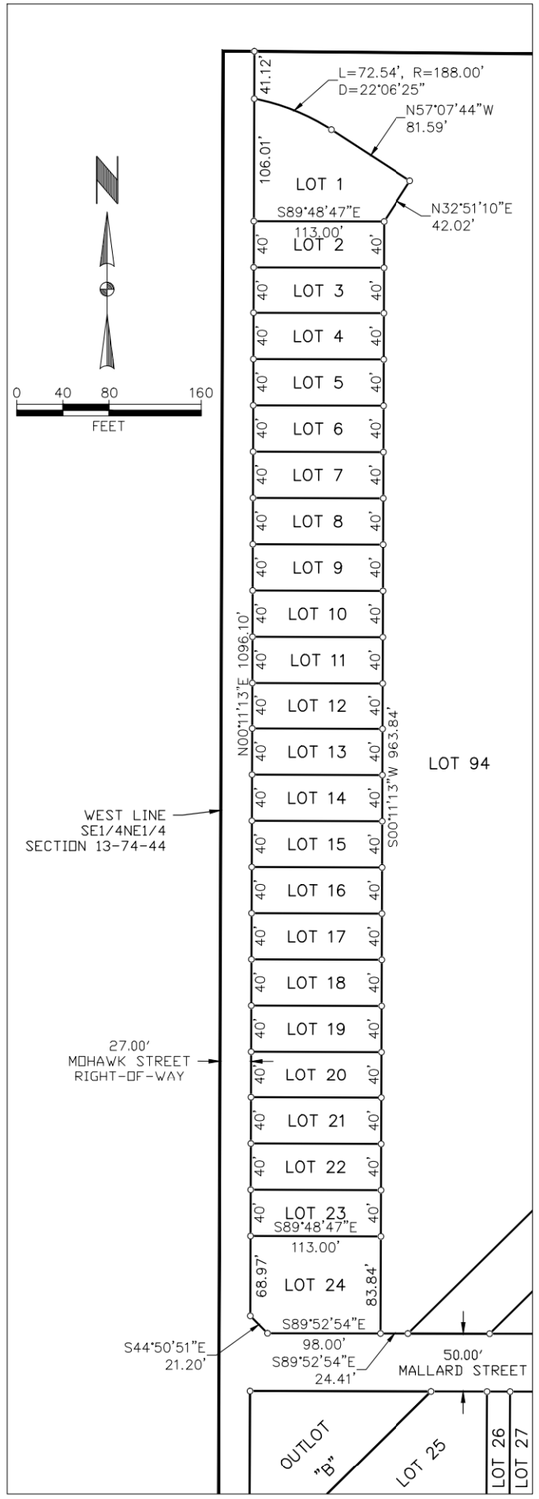

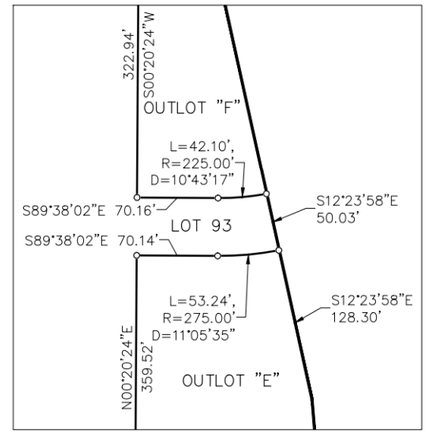

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1	9,922	0.228
2	4,520	0.104
3	4,520	0.104
4	4,520	0.104
5	4,520	0.104
6	4,520	0.104
7	4,520	0.104
8	4,520	0.104
9	4,520	0.104
10	4,520	0.104
11	4,520	0.104
12	4,520	0.104
13	4,520	0.104
14	4,520	0.104
15	4,520	0.104
16	4,520	0.104
17	4,520	0.104
18	4,520	0.104
19	4,520	0.104
20	4,520	0.104
21	4,520	0.104
22	4,520	0.104
23	4,520	0.104
24	9,369	0.215
25	12,275	0.282
26	2,301	0.053
27	2,301	0.053
28	4,602	0.106
29	4,602	0.106
30	2,301	0.053
31	2,301	0.053
32	4,602	0.106
33	4,602	0.106
34	2,301	0.053
35	2,301	0.053
36	4,602	0.106
37	4,602	0.106
38	2,301	0.053
39	2,301	0.053
40	4,602	0.106
41	4,602	0.106
42	2,301	0.053
43	2,301	0.053
44	4,602	0.106
45	4,602	0.106
46	2,301	0.053
47	2,301	0.053
48	4,602	0.106
49	4,602	0.106
50	2,301	0.053
51	2,301	0.053
52	4,602	0.106
53	4,602	0.106
54	2,301	0.053
55	2,301	0.053
56	4,602	0.106
57	4,602	0.106
58	2,301	0.053

LOT	AREA S.F.	AREA ACRE(S)
59	2,301	0.053
60	4,602	0.106
61	4,602	0.106
62	2,301	0.053
63	2,301	0.053
64	5,755	0.132
65	5,289	0.121
66	2,109	0.048
67	2,109	0.048
68	4,214	0.097
69	4,214	0.097
70	2,109	0.048
71	2,109	0.048
72	4,214	0.097
73	4,214	0.097
74	2,109	0.048
75	2,109	0.048
76	4,214	0.097
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78	2,109	0.048
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81	4,214	0.097
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83	2,109	0.048
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85	4,214	0.097
86	2,109	0.048
87	2,109	0.048
88	4,214	0.097
89	4,214	0.097
90	2,109	0.048
91	2,109	0.048
92	4,210	0.097
93	1,778,224	40.822
94	655,629	15.051
OUTLOT "A"	131,706	3.024
OUTLOT "B"	12,210	0.280
OUTLOT "C"	41,374	0.950
OUTLOT "D"	53,747	1.234
OUTLOT "E"	125,112	2.872
OUTLOT "F"	384,977	8.838
MOHAWK ST.	35,808	0.822
MALLARD ST.	118,749	2.726
STREET "B"	8,253	0.189

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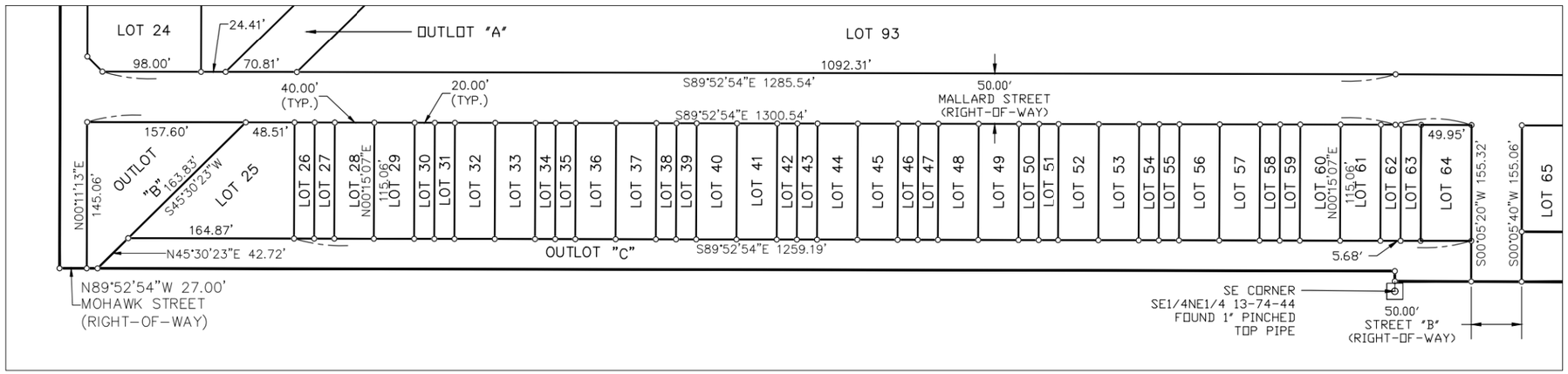

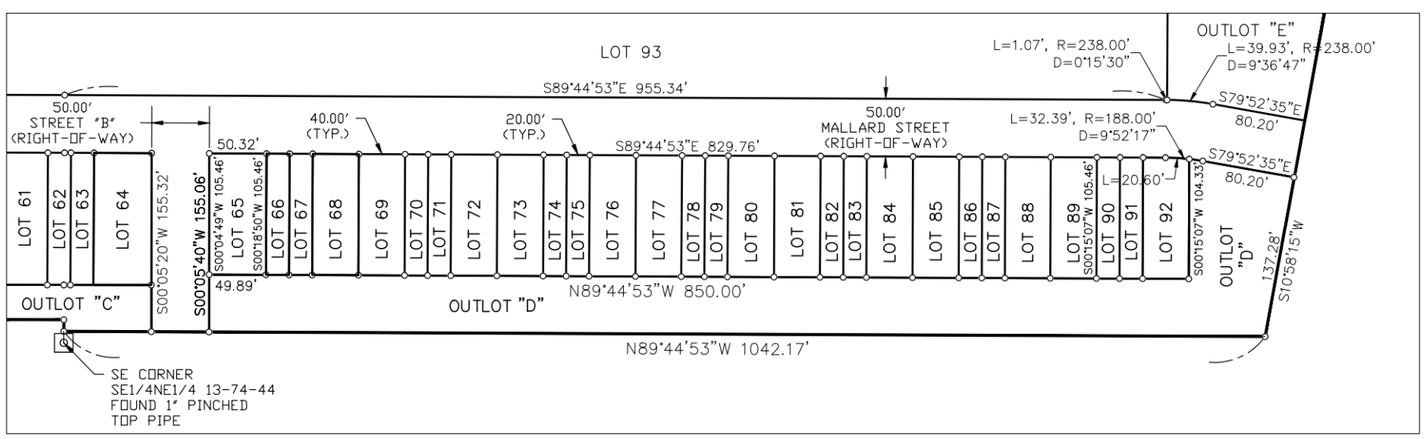

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project EAST MANAWA SUBDIVISION
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CITY OF COUNCIL BLUFFS
CASE #SUB-25-006 LOCATION/ZONING MAP

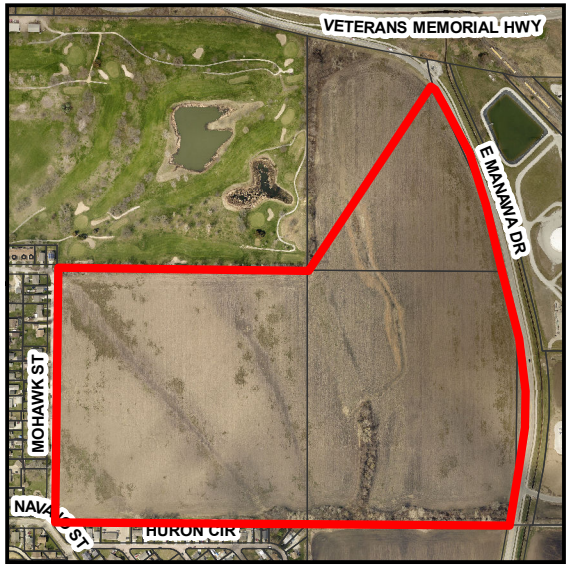
Attachment B

Legend

- Subject Property
- Parcels

0 337.5 675

1 Inch = 675 Feet

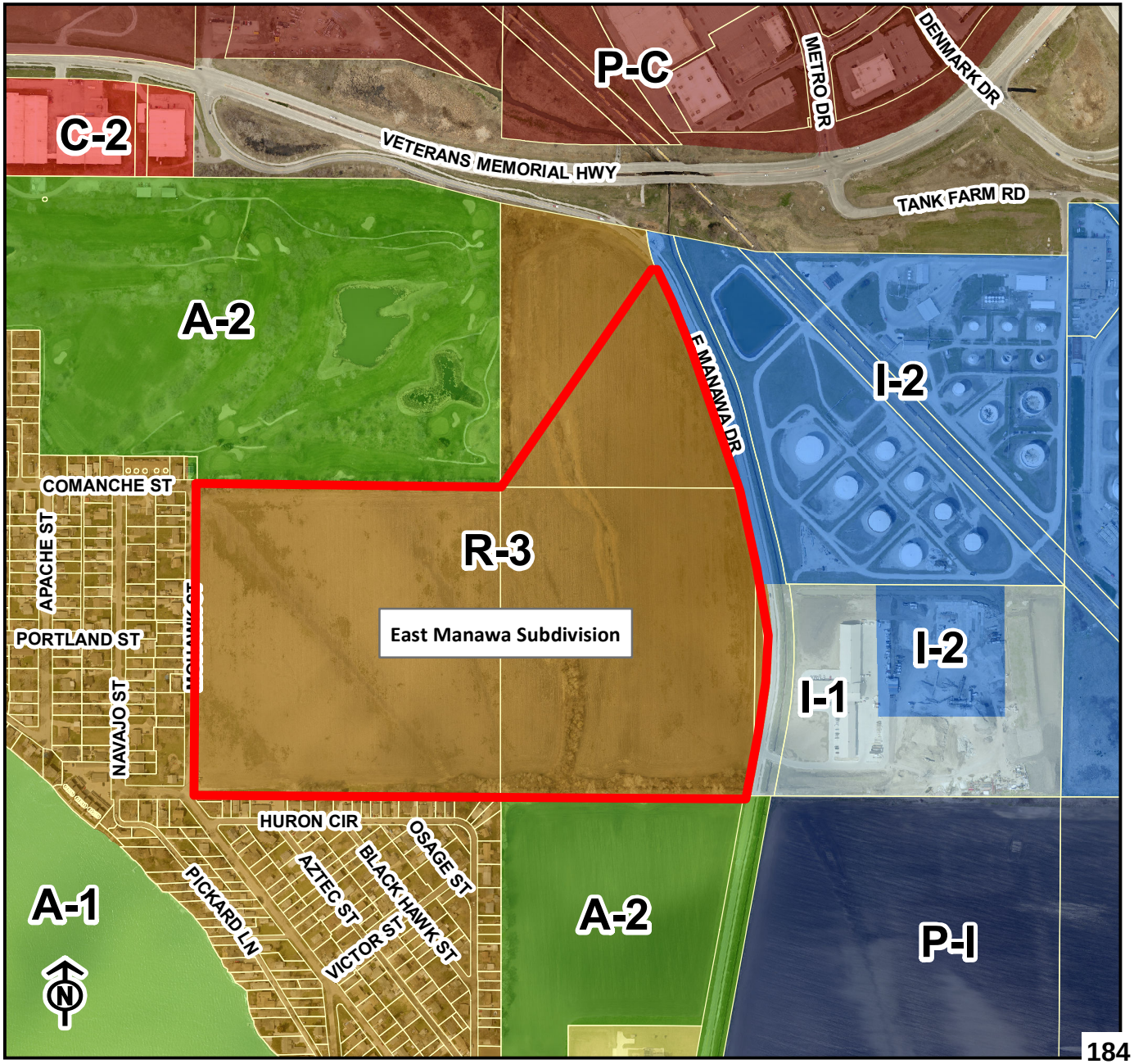


Last Amended: 7/22/2025

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

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 expressely denies any and all responsibilities for errors, if any, in the information contained on this mapof the misuse of the same by the user or anyone else. The user should verify the accuracy of information/data contained on this map before using it. The City assumes no legal responsibility for the information contained on this map.



RESOLUTION NO. 24-262

A RESOLUTION TO ADOPT AN ASSOCIATED MASTER DEVELOPMENT PLAN ON PROPERTY LEGALLY DESCRIBED AS BEING PORTIONS OF THE NW1/4 NW1/4 AND THE SW1/4 NW1/4 AND THE SE1/4 NW1/4 OF SECTION 18-74-43 ALONG WITH A PORTION OF THE SE1/4 NE1/4 OF SECTION 13-74-44 ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, The City of Council Bluffs is requesting adoption of the associated Master Development Plan to develop 94.65 acres of City-owned land, located east of Mohawk Street and the Council Bluffs Country Club Golf Course, and immediately west of property addressed as 4875 E. Manawa Drive; and

WHEREAS, A request for PR-1/Planned Residential Overlay on this property is also under consideration before this Council; and

WHEREAS, The Community Development Department recommends adoption of the associated Master Development Plan on for the East Manawa Subdivision, legally described above, as shown in Attachments C and D, subject to the comments stated above and the following condition:

A. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.

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

That the associated Master Development Plan on property legally described as being portions of the NW1/4 NW1/4 and the SW1/4 NW1/4 and the SE1/4 NW1/4 of Section 18-74-43 along with a portion of the SE1/4 NE1/4 of Section 13-74-44 all in the City of Council Bluffs, Pottawattamie County, Iowa, is hereby approved.

ADOPTED AND APPROVED September 23, 2024.

MATTHEW J. WALSH Mayor

Attest:

JODI QUAKENBUSH City Clerk

Council Communication

Department: Community Development
Case/Project No.: PR-24-001
Submitted by: Christopher N. Gibbons, Planning Manager

Resolution 24-262
ITEM 5.C.

Council Action: 9/23/2024

Description

Resolution to adopt an associated Master Development Plan on property legally described as being portions of the NW1/4 NW1/4 and the SW1/4 NW1/4 and the SE1/4 NW1/4 of Section 18-74-43 along with a portion of the SE1/4 NE1/4 of Section 13-74-44.

Background/Discussion

See attached staff report.

Recommendation

ATTACHMENTS:

Description	Type	Upload Date
Staff Report	Staff Report	9/13/2024
Attachment A: Preliminary Subdivision Plan	Other	9/13/2024
Attachment B: Location and Zoning Map	Map	9/13/2024
Attachment C: Proposed Master Subdivision Plan	Other	9/13/2024
Attachment D: East Manawa PR Development Standards	Other	9/13/2024
Resolution 24-262	Resolution	9/18/2024

City Council Communication

Department: Community Development CASES #SUB-24-005, #ZC-24-005, #PR-24-001 Applicant: City of Council Bluffs 209 Pearl Street Council Bluffs, IA 51503 Property Owner: City of Council Bluffs 209 Pearl Street Council Bluffs, IA 51503 Engineer/Surveyor: HGM Associates 640 Fifth Avenue Council Bluffs, IA 51501	Resolution No. _____ Resolution No. _____ Ordinance No. _____	City Council Cases #ZC-24-005/PR-24-001: 1st Consideration: 8/26/2024 2nd Consideration: 9/09/2024 3rd Consideration: 9/23/2024 Case #SUB-24-005: 9/23/2024 Case #PR-24-001: 9/23/2024 Planning Commission: 8/13/2024

Subject/Title

Request: Combined public hearings on the request of the City of Council Bluffs for preliminary plan approval of a 94.65 acre (more/less) master-planned residential subdivision to be known as East Manawa Subdivision, legally described as being portions of the NW1/4 NW1/4 and the SW1/4 NW1/4 and the SE1/4 NW1/4 of Section 18-74-43 along with a portion of the SE1/4 NE1/4 of Section 13-74-44 all in the City of Council Bluffs, Pottawattamie County, Iowa; and to rezone said property from A-2/Parks, Estates, and Agricultural District to R-3/Low-Density Multifamily Residential District; and to append a planned residential overlay over the subject property and adopt the associated master development plan.

Location: The 94.65 acres west of 4875 East Manawa Drive.

Background

The City of Council Bluffs is requesting approval for the following applications in order to develop 94.65 acres of City-owned land, located east of Mohawk Street and the Council Bluffs Country Club Golf Course, and immediately west of property addressed as 4875 E. Manawa Drive, with residential housing:

A. **CASE #SUB-24-005**: Preliminary plan approval of a 94.65 acre (more/less) master-planned residential subdivision to be known as East Manawa Subdivision, legally described above (see Attachment A);
B. **CASE #ZC-24-005**: Rezone property legally described above from A-2/Parks, Estates and Agricultural District to R-3/Low Density Multifamily Residential District (see Attachment B); and
C. **CASE #PR-24-001**: Append a PR-1/Planned Residential Overlay and adopt the associated master development plan for a 94.65 acre (more/less) master planned residential development to be known as East Manawa Subdivision, being legally described above (see Attachments C and D).

The City acquired subject property in 2022 using ARPA funds of $4,190,000 with the intention of constructing a modern, mixed income/density housing development in the East Manawa area. The land has been designated

the East Manawa Drive Residential Urban Renewal Area and has been prioritized for economic and housing development.

The applicant proposes to develop the property as a residential subdivision that will include a mixture of housing typologies (i.e. single-family attached/detached, townhomes, and multi-family dwellings) that will be marketed at various price points to meet housing market demands within the City of Council Bluffs. The proposed master plan shows the subdivision has to potential to be developed with 600-900 residential units. The first phase of the development consists of 50 residential lots, four outlots, and a new east/west street that connects East Manawa Drive and Mohawk Street along the southerly portion of the development. The remaining acreage will be developed in phases as funding and builders are available.

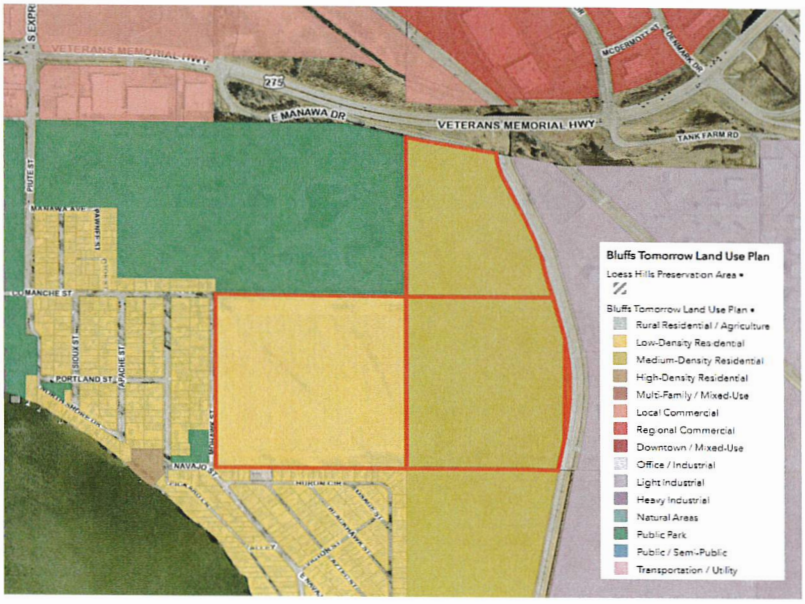
CASE #ZC-24-005

The subject property is zoned A-2/Parks, Estates, and Agricultural District and is surrounded by the following zoning districts and existing land uses:

Direction	Existing Zoning Districts	Existing Land Uses
North	A-2/Parks, Estates, and Agricultural District and P-C/Planned Commercial District	Council Bluffs Country Club Golf Course and Veterans Memorial Highway
South	A-2/Parks, Estates, and Agricultural District and R-3/Low-Density Multifamily Residential District	Single-family dwellings and agricultural land
East	I-1/Light Industrial District, I-2/General Industrial District, and P-I/Planned Industrial District	Nu-Star Pipeline and National Concrete, along with undeveloped land that was approved to be developed as an industrial business park
West	R-3/Low-Density Multifamily Residential District	Single-family dwellings and townhomes

A location/zoning map is included with this report as Attachment 'B.' The future land use plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as a mixture of 'Low-Density Residential' and 'Medium-Density Residential' (see map below).

Subject property outlined in red



Discussion

A. The subject property is zoned A-2/Parks, Estates and Agricultural District and is proposed to be rezoned to R-3/Low Density Multifamily Residential District. The R-3 District allows for a variety of residential typologies (i.e., single-family attached/detached, duplexes, townhomes, and multi-family residential) and is consistent with the existing zoning of the Lake Manawa Neighborhood.

B. The City of Council Bluffs proposes to append a PR-1 Overlay to the subject property, which establishes standards for site development, building setbacks, lot coverage, heights, placement of structures, fencing, architecture, landscaping, parking, utilities, and signage for all lots within the East Manawa Subdivision (Case #PR-24-001).

C. The Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property as a mixture of 'Low-Density Residential' and 'Medium-Density Residential.' The proposed R-3 District is generally consistent with the purpose and intent of the 'Low-Density Residential' and 'Medium-Density Residential' designations, as stated in the Bluffs Tomorrow: 2030 Plan.

D. No comments were received from any City Departments or local utility providers in opposition of the proposed rezoning.

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

1. Larry Pracht, 13 Aztec Street, Council Bluffs, IA asked general questions about the planned typologies of housing that are expected to be built within the East Manawa Subdivision and stated he was not opposed to the proposals.
2. Behrouz Rassekh, 21627 Greenview Road, Council Bluffs, Iowa called on behalf of the Council Bluffs Country Club Golf Course. Mr. Rassekh asked if the residential dwellings, abutting the golf course, will be required to install fencing to block golf balls from the golf course and to prevent future residents' dogs from trespassing onto the golf course.

Additionally, the City of Council Bluffs held a community meeting on May 24, 2023 from 4-6 P.M. at the Gethsemane Presbyterian Church, 224 Wallace Avenue to discuss the East Manawa Subdivision with the Lake Manawa Neighborhood. A total of 62 people attended the event and City staff and their engineers (HGM Associates) answered questions from the audience. In general, the residents of the Lake Manawa Neighborhood were supportive of the proposed East Manawa Subdivision.

CASE #SUB-24-005

The proposed East Manawa Subdivision consists of 94.65 acres and will be developed in phases. The first phase of the development consists of 50 residential lots, four outlots, and a new east/west street that connects East Manawa Drive and Mohawk Street along the southerly portion of the development. The proposed East Manawa Subdivision Preliminary Plan is included within this report at Attachment 'A.'

Comments

Community Development Department:

A. Approval of the preliminary plan is tentative and does not constitute acceptance of the final plat, "but shall be deemed to be an authorization to proceed with the preparation of the final construction plans or performance guarantee and the final plat" (§14.11.060(D)—Subdivision Ordinance). A final plat application must be filed within one year of the date of action by the City Council. A request for extension may be made by the sub-divider in writing prior to the expiration date. One-year extensions are considered by the City Planning Commission.

B. The proposed subdivision is consistent with the purpose and intent of Title 14: Subdivisions of the Council Bluffs Municipal Code. The City has submitted applications to rezone the subject property (see Case #ZC-24-005) to ensure the proposed subdivision is consistent with Title 15: Zoning of the Council Bluffs Municipal Code.

C. The City proposes to rezone the subject property from A-2/Parks, Estates and Agricultural District to R-3/Low-Density Residential District. The R-3 District allows for a variety of housing typologies and the adoption of a planned residential development plan that establishes site development, architecture, landscaping, off-street parking and signage standards for the subject property (see Case #PR-24-001). All construction activity shall comply with the planned residential development plan for the East Manawa Subdivision (see Case #PR-24-001).

D. The proposed preliminary subdivision plans shows development will occur in phases. Phase 1 will consist of 50-lots that each measure 40' x 100+' in size along the southern edge of the subdivision. All lots in Phase 1 will be developed with attached single-family dwellings. Outlots A through D in Phase 1 will be utilized for storm water detention and will be dedicated and maintained long-term by a newly established East Manawa Homeowners Association. The City has issued a Request for Proposals (RFP) to solicit interest from builders to construct attached single-family dwellings in Phase 1. The deadline for builders to submit their proposals to the City is August 21, 2024. The City will then select a preferred builder(s) to complete construction of the dwellings. The deadline for the new dwellings to be constructed and sold to buyers is July 31, 2026. All other land area within the subdivision that is not part of Phase 1 will be developed in phases as funding and builders are available.

E. Access to the East Manawa Subdivision will be provided from existing and proposed roadways. East Manawa Drive will serve as the primary access point to the subdivision from the East, and Mohawk Street and Comanche Street will serve as the access points from the West. Within the subdivision, new streets will be constructed to provide access to platted lots and will designed to connect with other existing or new roadways. Additionally, the proposed plans show roads will be stubbed out to abutting properties to the north (Council Bluffs Country Club Golf Course) and south (undeveloped land) to help facilitate future development.

F. A traffic study was not completed at this time as the adjacent roadways (East Manawa Drive, Mohawk Street, and Comanche Street) were determined by City staff to have adequate capacity to handle traffic associated with the subdivision. The East Manawa Drive/Highway 92 (Veterans Memorial Highway) intersection is signalized. A future traffic study to determine if modification(s) to the turning movements at said intersection may be necessary once future phases and development typologies are known.

G. The standard 5-foot and 10-foot wide franchise utility easements along all front, side, and rear property lines shall be shown on the final plat(s).

H. The proposed subdivision includes the following easements:
   1. A 50-foot-wide sanitary sewer easement along the southerly line of Outlot A and Lots 1 through 30 of Phase 1. No building construction shall be allowed on or within said easement area;
   2. A 50-foot-wide waterline and storm drainage easement that traverse the subdivision from the northeast to the southwest. No building construction shall be allowed on or within said easement area; and
   3. A 15-foot-wide right-of-way easement along the westerly line of the southern half of the subdivision, adjacent to Mohawk Street.

I. All lots will be served with utilities (e.g., sanitary/storm sewers, water, electricity, etc.). All utilities shall be installed underground. All costs to construct, remove and/or relocate any public utilities for Phase 1 of the subdivision shall be the responsibility of the City. All costs to construct, remove and/or relocate any public utilities for future phases of the subdivision will be determined in the development agreements between the City and the selected builder(s).

J. Sidewalks along the frontages of all buildable lots will be completed by the selected builder(s) prior to a final certificate of occupancy being granted. Sidewalks along the Outlots A and B in Phase 1 will be completed by the City as part of the new east/west road construction. Sidewalks along all other outlots will be completed in accordance with the development agreements between the City and future builders in the subdivision.

K. A pedestrian trail will be constructed within the subdivision to provide public access to the existing trail network along East Manawa Drive and to the sidewalk network in the Lake Manawa Neighborhood. The exact location of said trail will be coordinated between the City's Parks and Community Development Department prior to final plats being approved. Any necessary easements and/or land dedications for said trail will be stated on the final plat prior to being recorded.

L. The proposed subdivision is located within an X flood zone (area with reduced flood risk due to levee) according to FEMA map panels 19155C0578E, dated 2/4/2005, and 19155C0579E, dated 2/4/2005.

M. The proposed street names for the subdivision are not finalized and will be subject to further review and discussion by the City of Council Bluffs, prior to the final plat being approval.

N. Council Bluffs Public Works provided the following comments:
   1. Drainage report has been received and Public Works will continue to work with the Engineer to finalize the report
   2. Preliminary plans have been received and Public Works will continue to work with the Engineer to finalize construction plans
   3. Once the final plat has been received we will review it for easements etc.

O. Council Bluffs Water Works Department stated that they will work with the City on main extension agreements for providing water to lots within the subdivision.

P. Council Bluffs Parks Department stated they will work with the Community Development Department to identify a trail connection from the neighborhood out to East Manawa Drive so residents can connect to the East Manawa trail. This link would also connect the city's park to the trail system.

CASE #PR-24-001

Section 15.28.010, Statement of Intent, PR/Planned Residential Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance) states that "*the planned residential overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where modifications of the requirements of the underlying zone would not be inconsistent with the Comprehensive Plan or harmful to the neighborhood in which it is located.*" Furthermore, Section 15.28.020, Applicability, of the CBMC (Zoning Ordinance), states that *"A PR Overlay may be applied to all residential zoning districts, except the R-1M/Single-Family Manufactured Housing District, and the A-P Administrative Professional District"* and *"The PR-1 Overlay is intended for general master planned development. The minimum tract of land considered for a PR-1 Overlay shall be one and a half (1 ½) acres."* The City of Council Bluffs proposes to append a PR-1 Overlay and to adopt the associated development plan in order to implement the master plan shown in Attachment 'C' and to establish site development standards for building setbacks, lot coverage, architecture, landscaping, bicycle parking/ vehicle off-street parking, buffering/screening, and signage for all residential and mixed-use development within the subdivision (see Attachment D).

Recommendation

The Community Development Department recommends the following:

A. Preliminary plan approval of the proposed residential subdivision to be known as East Manawa Subdivision, legally described as being portions of the NW1/4 NW1/4 and the SW1/4 NW1/4 and the SE1/4 NW1/4 of Section 18-74-43 along with a portion of the SE1/4 NE1/4 of Section 13-74-44 all in the City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments above and the conditions below:
   1. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
   2. All comments stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
   3. All development within the proposed subdivision shall comply with the development standards listed in the proposed development plan for the subject property (Case #PR-24-001).
   4. All applicable permits necessary to meet local, state, and federal requirements shall be the City's responsibility as the developer.

B. Approval of the request to rezone property legally described as being portions of the NW1/4 NW1/4 and the SW1/4 NW1/4 and the SE1/4 NW1/4 of Section 18-74-43 along with a portion of the SE1/4 NE1/4 of Section 13-74-44 all in the City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates and Agricultural District to R-3/Low Density Multifamily Residential District, subject to the comments stated above.

C. Approval of the request to append a PR-1 Overlay over property legally described as being portions of the NW1/4 NW1/4 and the SW1/4 NW1/4 and the SE1/4 NW1/4 of Section 18-74-43 along with a portion of the SE1/4 NE1/4 of Section 13-74-44 all in the City of Council Bluffs, Pottawattamie County, Iowa and to adopt the associated residential development plan for the East Manawa Subdivision as shown in Attachments C and D, subject to the comments stated above and the following condition:

   1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director or their designee.

Public Hearing

Staff speakers for the request:
1. Eli Flekemma, Planner intern, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503
2. Christopher Gibbons, Planning Manager, City of Council Bluffs, 209 Pearl Street, Council Bluffs IA, 51503
3. Courtney Harter, Community Development Director, City of Council Bluffs, 209 Pearl Street, Council Bluffs, IA 51503

Speakers in favor: None

Speakers against: None

The Planning Commission recommended the following:

A. Preliminary plan approval of the proposed residential subdivision to be known as East Manawa Subdivision, legally described as being portions of the NW1/4 NW1/4 and the SW1/4 NW1/4 and the SE1/4 NW1/4 of

Section 18-74-43 along with a portion of the SE1/4 NE1/4 of Section 13-74-44 all in the City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments above and the conditions below:

1. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.
2. All comments stated in the case staff report shall be addressed on the final plat prior to the execution of the document.
3. All development within the proposed subdivision shall comply with the development standards listed in the proposed development plan for the subject property (Case #PR-24-001).
4. All applicable permits necessary to meet local, state, and federal requirements shall be the City's responsibility as the developer.

B. Approval of the request to rezone property legally described as being portions of the NW1/4 NW1/4 and the SW1/4 NW1/4 and the SE1/4 NW1/4 of Section 18-74-43 along with a portion of the SE1/4 NE1/4 of Section 13-74-44 all in the City of Council Bluffs, Pottawattamie County, Iowa from A-2/Parks, Estates and Agricultural District to R-3/Low Density Multifamily Residential District, subject to the comments stated above; and

C. Approval of the request to append a PR-1 Overlay over property legally described as being portions of the NW1/4 NW1/4 and the SW1/4 NW1/4 and the SE1/4 NW1/4 of Section 18-74-43 along with a portion of the SE1/4 NE1/4 of Section 13-74-44 all in the City of Council Bluffs, Pottawattamie County, Iowa and to adopt the associated residential development plan for the East Manawa Subdivision as shown in Attachments C and D, subject to the comments stated above and the following condition:

1. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director or their designee.

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

Attachments

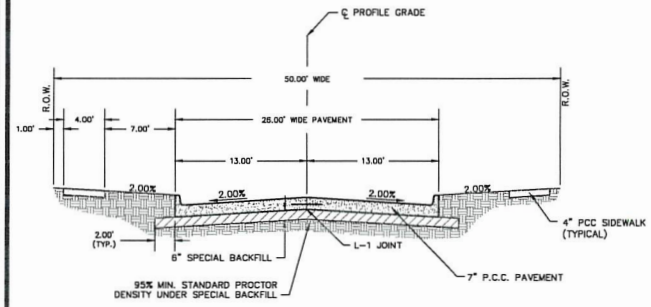
Attachment A: Preliminary Subdivision Plan
Attachment B: Location and Zoning Map
Attachment C: Proposed Master Subdivision Plan
Attachment D: East Manawa PR Development Standards

Prepared by: Christopher Gibbons, Planning Manager, Community Development Department

Attachment A

PRELIMINARY PLAN

EAST MANAWA SUBDIVISION



TYPICAL CROSS SECTION

NOT TO SCALE

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4 NW1/4) OF SECTION 18, TOWNSHIP 74 NORTH, RANGE 43 WEST AND A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) OF SECTION 13, TOWNSHIP 74 NORTH, RANGE 44 WEST ALL IN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA, BEING MORE FULLY DESCRIBED ASS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SECTION 18;

THENCE ON SAID WESTERLY SECTION LINE, NORTH 00 DEGREES 01 MINUTE 02 SECONDS WEST, 1,218.53 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF EAST MANAWA DRIVE;

THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES:

1) SOUTH 79 DEGREES 26 MINUTES 56 SECONDS EAST, 39.67 FEET;

2) SOUTH 75 DEGREES 21 MINUTES 21 SECONDS EAST, 309.26 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 533.69 FEET;

3) SOUTHEASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 46 DEGREES 31 MINUTES 36 SECONDS, 433.38 FEET;

4) NORTH 59 DEGREES 34 MINUTES 41 SECONDS EAST, 4.88 FEET;

5) SOUTH 24 DEGREES 29 MINUTES 30 SECONDS EAST, 562.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 859.93 FEET;

6) SOUTHEASTERLY ON SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 05 MINUTES 32 SECONDS, 181.49 FEET;

7) SOUTH 12 DEGREES 23 MINUTES 58 SECONDS EAST, 652.03 FEET;

8) SOUTH 04 DEGREES 55 MINUTES 49 SECONDS EAST, 331.20 FEET;

9) SOUTH 10 DEGREES 10 MINUTES 56 SECONDS WEST, 559.60 FEET;

10) SOUTH 10 DEGREES 10 MINUTES 56 SECONDS WEST, 10.74 TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW1/4 NW1/4) OF SECTION 18;

THENCE ON SAID QUARTER SECTION LINE, NORTH 89 DEGREES 44 MINUTES 53 SECONDS WEST, 1,040.38 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4)OF SECTION 13;

THENCE ALONG SAID SOUTH QUARTER SECTION LINE, NORTH 89 DEGREES 52 MINUTES 54 SECONDS WEST, 1,327.44 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) OF SECTION 13;

THENCE ALONG SAID WEST QUARTER SECTION LINE, NORTH 00 DEGREES 11 MINUTES 13 SECONDS EAST, 1,326.26 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) OF SECTION 13;

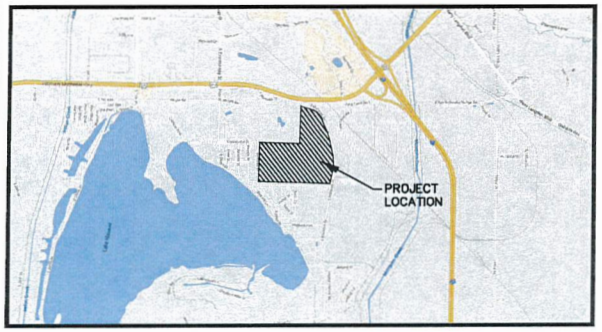
THENCE ALONG SAID NORTH QUARTER SECTION LINE, SOUTH 89 DEGREES 39 MINUTES 13 SECONDS EAST, 1,323.80 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS AN AREA OF 94.658 ACRS (INCLUDING 3.990 ACRES FOR SUBDIVISION STREET RIGHT-OF-WAY), MORE OR LESS, SUBJECT TO EASEMENT OF RECORD.

VERTICAL CONTROL

BENCHMARK OF ORIGIN: NGS W 131 NAVD '88 ELEV.=979.50

2.25 MILES SOUTHERLY ALONG THE BURLINGTON NORTHERN RAILROAD FROM THE JUNCTION OF 16TH AVENUE IN COUNCIL BLUFFS, IN THE SOUTHEAST CORNER OF AN ABANDONED PILE CAP THAT PROJECTS 2.6 FT ABOVE THE GROUND SURFACE, 10.2 FT SOUTHEAST OF THE CENTER OF STATE HIGHWAY 92, 9.2 FT SOUTHWEST OF THE NEAR RAIL, 5.6 FT NORTHWEST OF THE WEST CORNER OF A SMALL RAILROAD BRIDGE, AND LEVEL WITH THE TRACK.



LOCATION MAP

SCALE: 1"=2000'

CURRENT OWNER/DEVELOPER:

CITY OF COUNCIL BLUFFS
209 PEARL STREET
COUNCIL BLUFFS, IA 51503

ENGINEER:

HGM ASSOCIATES INC.
640 FIFTH AVENUE
COUNCIL BLUFFS, IOWA 51501

STORM WATER DETENTION:

DETENTION TO BE LOCATED IN OUTLOTS

ZONING:

EXISTING ZONING OF PROPOSED SUBDIVISION IS CLASS A-2.
PROPOSED ZONING OF PROPOSED SUBDIVISION IS R-3 DISTRICT WITH PR OVERLAY.

EXISTING FLOOD PLAIN:

MISSOURI RIVER FLOOD PLAIN
FEMA FLOOD ZONE – AREA WITH REDUCED FLOOD RISK DUE TO LEVEE – ZONE X

BOUNDARY SURVEY:

BOUNDARY SURVEY WILL BE PROVIDED BY HGM ASSOCIATES INC.

NOTES:

PROPOSED SEWER: CONSTRUCT NEW SANITARY SEWER, WITH PRIVATE LATERAL CONNECTIONS. CONSTRUCT NEW STORM SEWER AND INTAKES. NEW SEWER TO BE DEDICATED TO CITY OF COUNCIL BLUFFS.

PROPOSED WATER: CITY WATER CONNECTIONS TO BE DESIGNED BY CBWW

DEDICATION OF R-O-W: YES
2.94 ACRES OF 50' WIDE R-O-W WILL BE DEDICATED TO CITY OF COUNCIL BLUFFS.

SURFACE RUNOFF: STORM SEWER TO PROPOSED SUBDIVISION DETENTION.

EASEMENTS: A 5.00 FOOT WIDE PERMANENT EASEMENT ON EACH SIDE OF ALL SIDE LOT LINES, A 10.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL FRONT LOT LINES, AND A 5.00 FOOT WIDE PERMANENT EASEMENT ALONG ALL REAR LOT LINES, ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES.

INDEX

PAGE NO.	DESCRIPTION
A.01	TITLE SHEET
A.02	AREA MAP
G.01	OVERALL LOT LAYOUT
G.02	PHASE 1 PLAN

SPECIFICATIONS

THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2024, AND CITY OF COUNCIL BLUFFS SUPPLEMENTAL SPECIFICATIONS 2024, SHALL APPLY TO THIS PROJECT.

LICENSED PROFESSIONAL ENGINEER
PAUL J. GONZALES
19589
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

PAUL J. GONZALES

My license renewal date is December 31, _____.

Pages or sheets covered by this seal:
A.01, A.02, G.01 AND G.02

PRELIMINARY

PROGRESS SET
Jul 16, 2024
NOT FOR CONSTRUCTION

hgm ASSOCIATES INC.
ENGINEERING ARCHITECTURE SURVEYING
council bluffs omaha

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

JNS	drawn	
PJG	designed	
PJG	approved	
JULY2024	date	revision date

project EAST MANAWA SUBDIVISION
PHASE 1 LAYOUT
client CITY OF COUNCIL BLUFFS
209 PEARL STREET, COUNCIL BLUFFS, IA 51503
sheet TITLE SHEET

project no. 150023
sheet A.01

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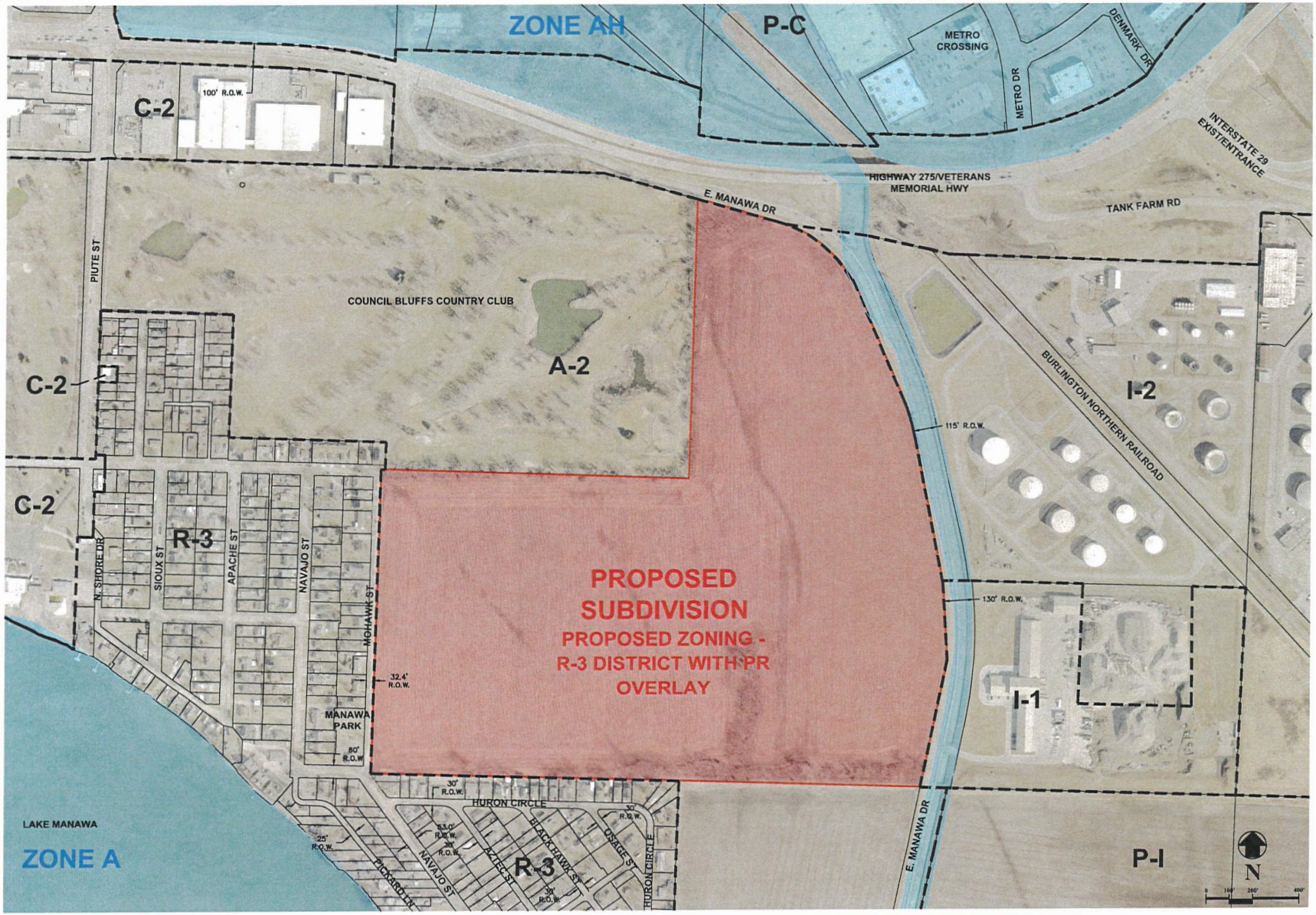

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PROGRESS SET
Jul 16, 2024
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JNS	drawn
PJG	designed
PJG	approved
JULY2024	date

revision	date

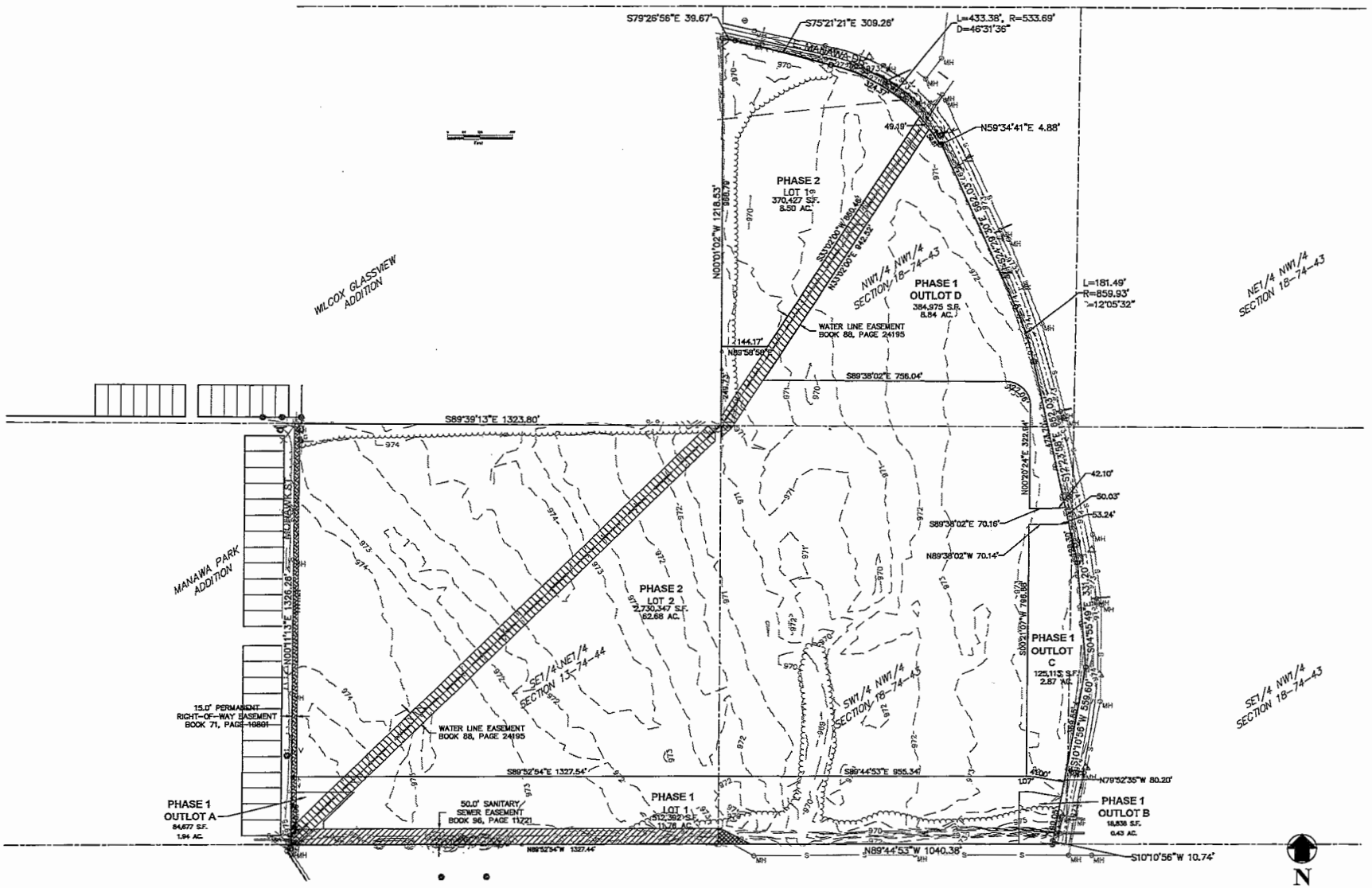
project EAST MANAWA SUBDIVISION
PHASE I LAYOUT

client CITY OF COUNCIL BLUFFS
209 PEARL STREET, COUNCIL BLUFFS, IA 51503

sheet AREA MAP

project no. 150023

sheet A.02



PROGRESS SET
Jul 11, 2024
NOT FOR CONSTRUCTION

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council bluffs omaha

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JNS	drawn	
PJO	designed	
PJO	approved	
JULY 2024	date	revision date

project EAST MANAWA SUBDIVISION
PHASE 1 LAYOUT
client CITY OF COUNCIL BLUFFS
209 PEARL STREET, COUNCIL BLUFFS, IA 51503
sheet OVERALL LOT LAYOUT

project no. 150023
sheet G.01

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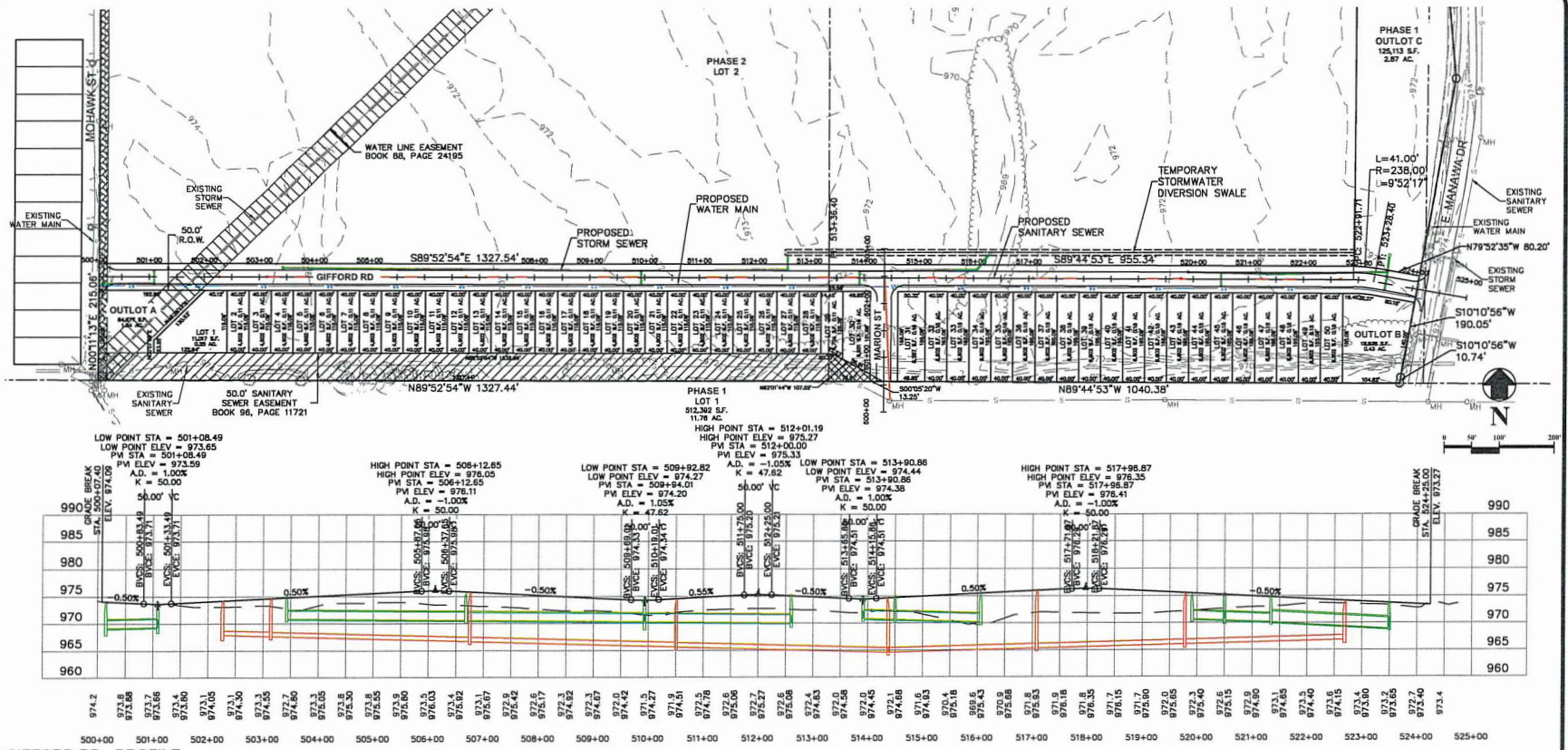

PROGRESS SET
Jul 11, 2024
NOT FOR CONSTRUCTION

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council bluffs omaha

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JNS	drawn	
FIG	designed	
FIG	approved	
JULY2024	date	revision date

project EAST MANAWA SUBDIVISION
PHASE 1 LAYOUT
client CITY OF COUNCIL BLUFFS
209 PEARL STREET, COUNCIL BLUFFS, IA 51503
sheet PHASE 1 PLAN

project no. 150023
sheet G.02

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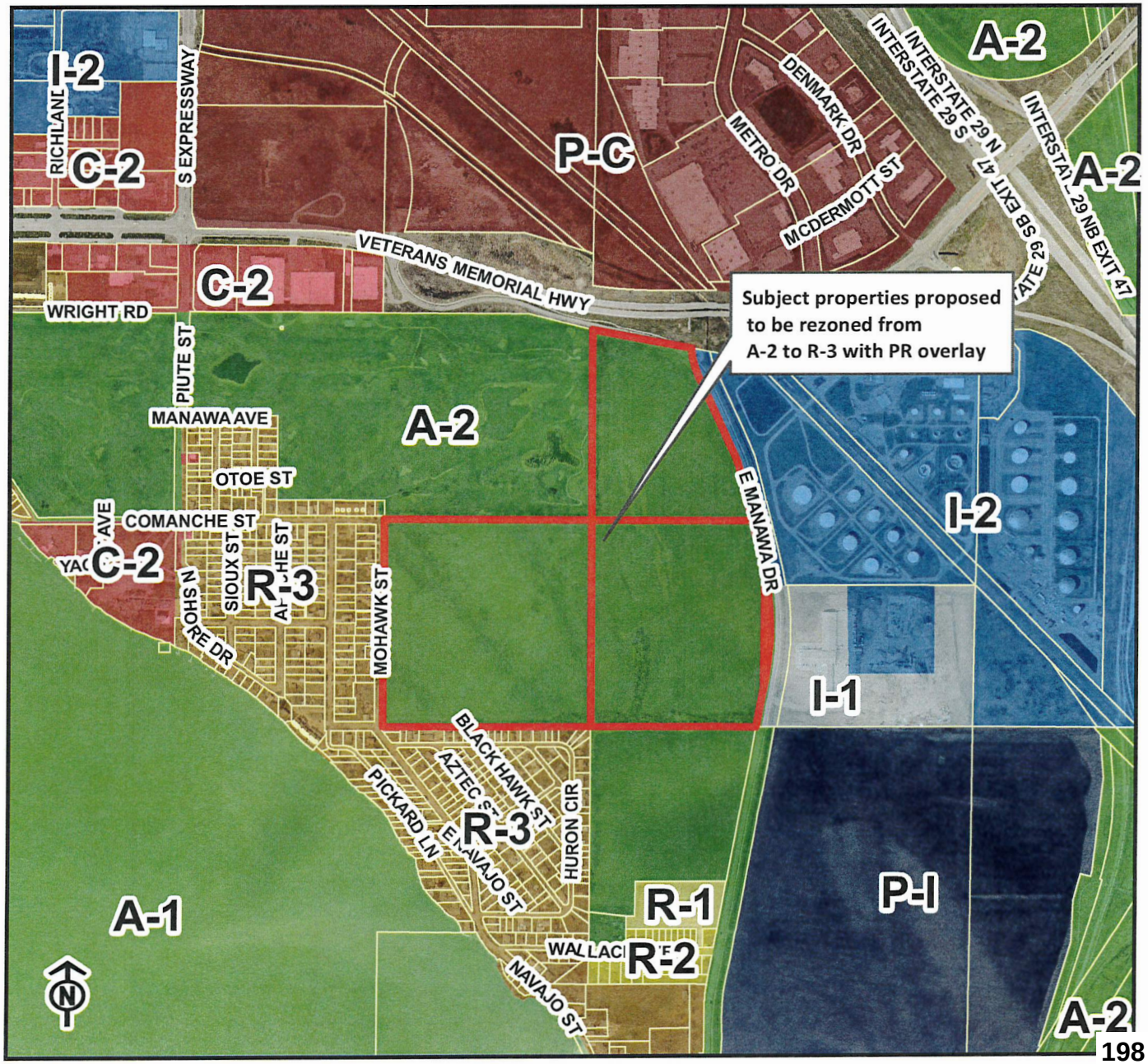
CITY OF COUNCIL BLUFFS
CASES #SUB-24-005, #ZC-24-005, #PR-24-001 LOCATION/ZONING MAP

200_Ft_APO_Properties
Subject_Properties
Parcels

0 500 1,000
1 Inch = 1,000 Feet

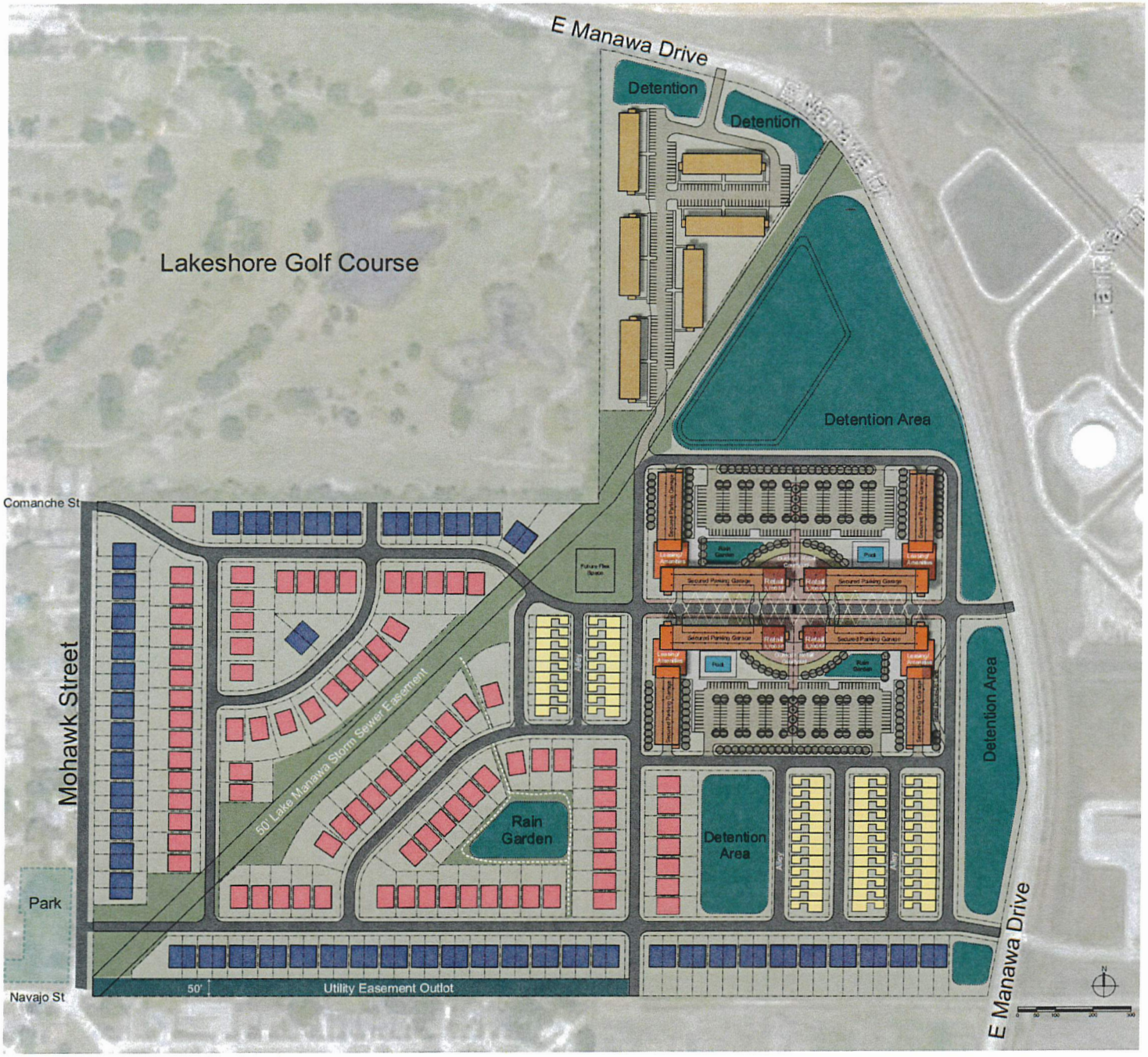
Last Amended: 7/17/2024



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

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 denies any and all responsibilities for errors, if any, in the information contained on this map of the misuse of the same by the user or anyone else. The user should verify the accuracy of information/data contained on this map before using it. The City assumes no legal responsibility for the information contained on this map.

Attachment C

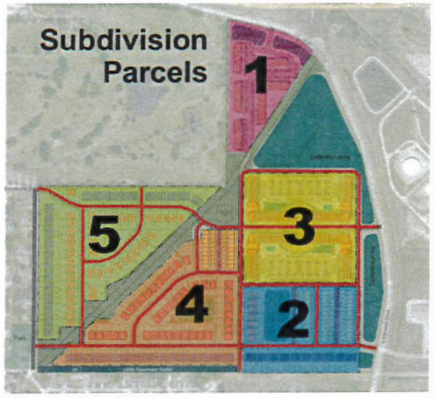


East Manawa Subdivision

- **Apartments:** 3-Story
- **Main Street Apartments:** 4 & 5-Story
  1-Story Base = Leasing Office/Parking Garage/Retail + 4-Story above
  1-Story Base = Parking Garage +3-Story w/
- **Residential** (attached)
- **Residential** (detached)
- **Duplex:**
- **Green Space**
- **Public Streets**
- **Detention Areas** 13.8 Acres

Subdivision Parcels

1 -- **Apartments** -- 180 Units Shown
2 -- **Residential Mixed Use**: Townhouses, Multiplexes & Single Family Detached -- 63 Units Shown
3 -- **Mixed Use: Apartments, Retail & Business** --496 Units Shown
4 -- **Residential Mixed Use**: Townhouses, Multiplexes & Single Family Detached -- 90 Units Shown
5 -- **Residential Mixed Use**: Townhouses, Multiplexes & Single Family Detached -- 85 Units Shown



ALTUS architectural studios

hgm ASSOCIATES INC.

East Manawa Subdivision PR Development Plan

One and Two Family Residential Development

A. **Site Development**. All one-and-two family development shall comply with the site development standards listed in the table below:

Building Placement	
Front (min|max)	10' | 20'
Street-Side	10' | 15'
Interior Side (min)	5'
Rear (min)	10'
Accessory Structure	3'
Building Coverage	
Lot Coverage (max)	45%
The ground floor of any accessory structure shall not exceed 90 percent of the footprint of the principal structure.	
Building Height	
Principal Structure (max)	35'
Accessory Structure (max)	18'
Maximum Principal Structure Width	40'

B. **Lot Configuration.**

Lot Size	
Lot Area (max)	6,000 sf
Lot Width (min)	30'
Lot Depth (min)	60'

C. **Architecture**

1. Entrances.
    a. For interior lots, primary entrances shall be designed with a porch measuring a minimum of six (6) feet in depth and eight (8) feet in width and shall be oriented towards the public or private street.
    b. Railing or porch walls are not required but if provided shall have a maximum height of four (4) feet.
    c. On corner lots, the primary entrance shall be oriented to face the street to which the majority of development is oriented towards, if applicable. Two-family units on corner lots shall place one primary entrance per frontage.
    d. Uncovered decks or porches which do not include a permanent roof overhead are prohibited along any street facing façade.

e. There shall be a direct hard-surface pedestrian connection between the sidewalk and front entry.

2. Transparency. A minimum of 15 percent of the area of the primary building elevation facing a public right-of-way shall include transparent windows or doors. For side building elevations facing a public right-of-way, a minimum of 10 percent transparency shall be required. Windows in garage doors shall count towards transparency requirements.
3. Building Materials. Brick, stone, glass, or other similar high quality materials covering at least 15 percent of the street-facing façade. For side building elevations facing a public right-of-way, a minimum of 10 percent of the side-street facing façade shall incorporate high-quality materials. Glass utilized for transparent doors and windows shall count towards this requirement.
4. Architectural design elements. Each one-and-two family structure shall incorporate a minimum of three of the following elements:
    a. Wall offsets;
    b. Roof dormer that is at least four (4) feet wide;
    c. Roof eaves with a minimum projection of sixteen (16) inches from the intersection of the roof and exterior walls;
    d. High quality roofing materials other than asphalt shingles;
    e. Decorative eave braces;
    f. Shutters on the exterior of ground floor windows;
    g. Side or rear loaded garage;
    h. For attached, front loaded garage doors:
        (1) Two separate doors for two car garages instead of one large door on non-tandem two car garages;
        (2) Decorative details on the garage door. Standard squares on a garage door shall not qualify as a decorative detail;
    i. A minimum four (4) color paint scheme;
    j. Other architectural elements as approved by the Community Development Director or their designee.
5. House plan variety. No two dwellings directly abutting or across the street from another shall have architecturally identical street facing facades.
6. Accessory Structures. Accessory buildings greater than 200 square feet of floor area shall be designed to be compatible with the architectural design of the house.
7. Garages
    a. Attached garages shall not extend beyond the non-garage portion of the front façade.
    b. Except in the rear yard, garage doors that face a public street shall be no more than nine feet in height and shall not exceed 60 percent of the width of the principal structure facing the same street.

D. **Fences and Walls**. All fencing shall conform to the standards listed in Section 15.24.040, *Fence Regulations*, of the CBMC (Zoning Ordinance) with the exception that non-coated chain-link fences shall be prohibited in the front and street side yards.

E. **Off-Street Parking.** Off-street parking shall comply with the requirements of Section 15.23, *Off-Street Parking, Loading and Unloading*, with the following exceptions:

1. The minimum number of parking spaces required for one-and-two family residential uses shall be one space per dwelling unit.
2. Off-street parking may be permitted in the required front yard setback on a hard surface design in accordance with Section 15.23, *Off-Street Parking Loading and Unloading* of the Council Bluffs Municipal Code (Zoning Ordinance). Vehicles shall be parked and stored in such a manner that does not obstruct pedestrian or vehicular circulation or the use of the public right-of-way, including sidewalks, trails, bike lanes and alleys.
3. If an alley is present and open to traffic, all vehicular access shall take place from the alley. When an alley is not present, access to corner lots from a secondary street shall be preferable to access from the primary street. For sites without alleys, duplexes may include a 20-foot wide shared driveway or two 12-foot driveways on opposite ends of the lot.
4. Driveway design. The maximum width of all driveways located between the principal structure and the front property line shall be 12 feet. The maximum width of all driveways located between the principal structure on a lot and a street-side property line shall be 20 feet, but shall taper down to 12 feet in width at the intersection with the property line. Driveways may exceed the maximum permitted width if connected to an attached garage, and shall only be as wide as the garage.
5. Shared driveways. Shared driveways between abutting lots are encouraged. Proof of access through copies of signed and recorded shared driveway access easements or similar documentation shall be provided to the City of Council Bluffs prior to construction of a shared driveway.

F. **Alleys.** All alleys shall be constructed in compliance with all applicable Council Bluffs Public Works Department standards.

G. **Landscaping**
   1. One deciduous street tree shall be planted per lot in the green space between the sidewalk and street along all frontages and shall comply with the Council Bluffs Street Tree Guide.
   2. All required landscape plantings shall be appropriately maintained and dead plant material replaced at a time appropriate to planting seasons but in all cases shall be replaced within one year.

H. **Signage.** Any signage shall comply with the PR District signage standards listed in Section 15.33.160, Residential District Signs, of the CBMC (Zoning Ordinance) and shall be designed with colors and materials compatible with the architectural style and materials of the development.

Multifamily and Townhome Residential Development

Site Development

1. Min lot size: R-3 district standards
2. All multifamily development shall comply with the site development standards listed in the table below:

Building Placement	
Front (min|max)*	10' | 20'**
Street-Side (min|max)	10' | 15'
Interior Side (min)	5' with a 1' indentation for every story above the first floor
Rear (min)	10'
Accessory Structure	3'
Building Coverage	
Lot Coverage (max)	45%
No accessory structure shall exceed the ground floor coverage of the principal structure.	
Building Height	
Principal Structure (max)	60'
Accessory Structure (max)	18'

*For planning and zoning purposes, the front yard of any property with frontage along a "Main Street" shall be considered the side abutting the "Main Street."

**For multifamily and mixed commercial/residential properties, a front yard setback greater than 20 feet may be permitted for the purpose of accommodating outdoor dining, recreation areas, or other types of activated public spaces.

3. Lot Configuration

Lot Size	
Lot Area (min)	5,000 sf (2,000 sf for townhome units)
Lot Width (min)	50' (20' for townhome units)
Lot Depth (min)	100'
Residential Density	
Dwelling Units per Acre (net min)	8

4. All outdoor trash receptacles shall be enclosed on three sides with a masonry, wood, or vinyl fence and shall have a lockable gate that when closed completely eliminates view of the dumpster.
5. All fences/walls shall be installed in compliance with Section 15.24.040, Fence Regulations, of the Council Bluffs Municipal Code.
6. All utilities shall be installed underground. Any cost to remove, relocate, modify, and/or extend utilities to this site shall be at the sole cost of the developer and not the City.

7. All grading and drainage activity shall be completed in accordance with approved final plans.
8. Outdoor lighting shall be installed in accordance with Section 12.54.050, Lighting Controls, of the Council Bluffs Municipal Code. Additionally, any outdoor light poles shall be constructed of painted or finished aluminum or steel. Wood poles shall not be allowed. The maximum height of any light pole shall not exceed 25 feet. All outdoor luminaires shall be "full cutoff" style, meaning that each luminaire shall be designed such that they do not directly emit light above the horizontal plane, and the correlated color temperature rating of each luminaire shall not exceed 3,000 Kelvin. Luminaires recognized as "Dark Sky Compliant" by the DarkSky organization shall be used whenever feasible.
9. Any installation of a solar energy conversion system(s) shall be in accordance with the standards in Chapter 15.34, Renewable Energy, of the Council Bluffs Municipal Code.

Parking and Access

1. Off-street parking shall conform to the standards of Chapter 15.23, *Off-Street Parking, Loading and Unloading*, with the following exceptions:
    a. The minimum number of parking spaces required for townhomes shall be one (1) space per dwelling unit
    b. The maximum number of parking spaces for any multifamily development shall not exceed 150% of the required minimum parking amount
    c. To the extent feasible, parking associated with any multifamily apartment development shall not be located between the front of a building and a public or private street.
    d. Off-street parking for townhomes may be permitted in the required front yard setback on a hard surface designed in accordance with Section 15.23, *Off-Street Parking Loading and Unloading* of the Council Bluffs Municipal Code (Zoning Ordinance). Vehicles shall be parked and stored in such a manner that does not obstruct pedestrian or vehicular circulation or the use of the public right-of-way, including sidewalks, trails, bike lanes and alleys.
    e. If an alley is present and open to traffic, all vehicular access shall take place from the alley. When an alley is not present, access to corner lots from a secondary street shall be preferable to access from the primary street.
    f. Alleys, if constructed, shall be paved in accordance with Public Works standards.
    g. Shared driveways. Shared driveways between abutting lots are encouraged. Proof of access through copies of signed and recorded shared driveway access easements or similar documentation shall be provided to the City prior to construction of a shared driveway.
2. All off-street parking shall comply with Chapter 661—18, Parking for Persons with Disabilities, of the Iowa Administrative Code.
3. Electric vehicle parking.
    a. All townhome and multifamily residential uses are encouraged to provide electric vehicle charging capabilities in on-site parking areas, though no minimum number of vehicle chargers are required. Any electric vehicle charging stations provided shall count toward required parking space ratios.
    b. Electric vehicle charging units and supporting equipment shall not impede pedestrian pathways, vehicle circulation routes, drive aisles, or other parking stalls.

c. Transformer boxes and other above-ground supporting equipment shall be screened in accordance with the standards for ground-mounted mechanical equipment in the architecture section of this development plan.
d. Electric vehicle charging shall occur entirely within the boundary of the property on which the charging unit is installed and shall not extend into the public right-of-way or adjacent properties.

4. A public sidewalk at least five (5) feet in width shall be provided along all frontages.
5. The public entrance(s) to the principal structure(s) shall be clearly distinguished using covered walkways, awnings, canopies, porches, and/or projected or recessed building mass.
6. On-site bicycle parking shall be provided for all multifamily and mixed commercial/residential developments containing ten (10) or more dwelling units, subject to the following standards:
    a. Minimum bicycle parking ratios:
        i. For residential use components: One (1) space per eight (8) dwelling units
        ii. For commercial use components: One (1) space per 10,000 square feet of gross floor area OR two (2) spaces, whichever is greater
    b. Outdoor bicycle parking shall be provided in the form of securely anchored bicycle racks of any of the following standard designs: U-racks, staple racks, circle racks, post-and-ring racks, or any other bicycle rack design which provides two points of contact with the bicycle frame and allows for both the bicycle frame and one wheel to be locked to the rack using a standard U-lock.
    c. Bicycle parking shall be located within 100 feet of the building entrance it serves or in another location approved by the Community Development Director.
    d. Bicycle parking racks shall be of solid construction and resistant to rust, corrosion, hammers, and saws.
    e. Indoor, secure bicycle parking located within dedicated bicycle storage rooms accessible to residents may be used to satisfy up to 80% of the total required residential bicycle parking.

Architecture

1. A minimum of 30% of the total square footage of each building façade that faces a street frontage shall consist of durable materials. Acceptable durable materials may include the following:
    a. Brick, tile, and stone masonry;
    b. Glass (non-mirrored, non-tinted);
    c. Native stone or synthetic equivalent
    d. Architectural metal (non-corrugated metal); and
    e. Other durable materials determined by the Community Development Director
2. Any building façade or section thereof greater than 40 feet in width shall be constructed with architectural details such as color changes, material changes, minor wall offsets, height variations, wall setbacks, accent lines, colonnades, façade ornamentation, and/or upper floor step backs to articulate building elevations.
3. Except when a building façade is 100% brick masonry, the base of each façade shall be comprised of a different material than the rest of the façade. The base materials shall be a minimum of two (2) feet in height from the established grade, span the entire width of the building, and be comprised of one of the following materials:

a. Architectural concrete masonry unit (CMU) block (no smooth or flat faced block);
b. Brick masonry;
c. Stone masonry; or
d. Tile masonry.

4. Transparency. A minimum of 40% of any section of ground floor street-facing façade on a multifamily or mixed commercial/residential building, behind which is any commercial, property management/leasing office, or tenant amenity space, shall consist of transparent windows or doors. A minimum of 15% of the remaining primary façade and 10% of the remaining street-facing elevations shall consist of similar transparent materials.
5. The public entrance(s) to the principal structure(s) shall be clearly distinguished using covered walkways, awnings, canopies, porches, and/or recessed building mass.
6. Awnings and other decorative architectural features may be allowed on the façade of any building. Such features shall be at least eight (8) feet above any pedestrian way and may not project over drive aisles or parking lot areas.
7. For structures containing ten (10) or more apartment homes, at least 50% of units shall have a balcony measuring at least 4 feet deep by 6 feet wide. Balconies may be cantilevered, semi-recessed, or fully recessed.
8. Plain exposed concrete parking structures shall not be permitted. All above-ground parking structures shall be designed with complementary architectural screening materials, vegetative green facades, murals, or a combination thereof.
9. All rooftop mounted mechanical equipment that is visible from an adjacent street, sidewalk, or trail shall be screened from view using architectural design features.
10. All ground-mounted mechanical equipment that is visible from an adjacent street, sidewalk, or trail shall be completely screened from view using architectural design features, fencing, masonry wall, landscaping, or a combination thereof. As an alternative, transformer boxes visible from an adjacent street, sidewalk, or trail may be decorated with permanent art.

Landscaping

1. A landscaping plan shall be submitted with every building permit application. The plan shall clearly identify plant species, quantity, and size and shall show dimensions of all areas to be landscaped.
2. Landscaping is required on each lot. For townhomes, foundation plantings shall be provided at a minimum rate of one plant per linear foot of front and street side façade, excluding entryways and garage doors, and one tree shall be planted in the frontage area of each unit. For multifamily and mixed commercial/residential development, not less than 10% of the total area of each lot shall be landscaped with trees, shrubs, perennials, ornamental grasses, or other plant materials. Native species suitable for growth in local climate conditions and supportive of pollinator species are preferred.
3. A minimum of one large, deciduous shade tree shall be planted per 3,000 square feet of paved vehicle parking area (including parking stalls, driveways, drive aisles, and loading areas). Trees shall be incorporated into all parking lot islands and endcaps
4. For multifamily and mixed commercial/residential developments, a minimum five-foot wide landscape buffer shall be provided between all parking surfaces and each abutting property line, except where parking lot design and cross access easements allow for internal circulation between lots. The landscape buffer may be included in the 10% landscaping requirement.

5. In any instance where a multifamily residential use directly abuts a one-family, two-family, or townhome use and the mechanical equipment or utility meters serving the multifamily property will be visible from the other property, a landscape screening buffer shall be provided.
6. Street trees shall be provided along the frontage of all lots. Street tree species shall be any of those designated "medium" or "large" on the Council Bluffs Street Tree Species Guide, and tree spacing shall be determined by the guide. All street trees shall be planted within the right-of-way between the sidewalk and back of curb.
7. All deciduous trees shall have a minimum caliper width of two (2) inches at the time of planting.
8. All disturbed areas without a specific landscape design shall be seeded or sodded with turf and/or prairie grass.
9. Not more than 10% of the landscaped area shall be of inorganic materials such as brick, stone, aggregate, metal, or artificial turf.
10. All landscaping shall be appropriately maintained, and dead plant material shall be replaced at a time appropriate to planting season(s) but in all cases shall be replaced within one year.

Signage

1. Any signage shall comply with the PR Overlay signage standards listed in Section 15.33.160, *Residential District Signs*, of the Municipal Code and shall be designed with colors and materials compatible with the architectural style and materials of the development.

RESOLUTION NO. 25-212

A RESOLUTION GRANTING FINAL PLAT APPROVAL OF A 100-LOT RESIDENTIAL SUBDIVISION TO BE KNOWN AS EAST MANAWA SUBDIVISION, LEGALLY DESCRIBED AS ALL OF THE SE ¼ NE ¼ OF SECTION 13-74-44, EXCEPT THE SOUTHERLY 20 FEET THEREOF, AND A PORTION OF THE NW ¼ OF SECTION 18-74-43, ALL WITHIN THE CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, City of Council Bluffs is requesting this final plat approval on undeveloped land legally described above and generally located west of East Manawa Drive and east of Mohawk Street; and

WHEREAS, All comments received are outlined in the attached City Council Communication and its Attachments; and

WHEREAS, The Community Development Department recommends final plat approval of a 100-lot major subdivision to be known as East Manawa Subdivision and being legally described as all of the SE1/4 NE1/4 of Section 13-74-44, except the southerly 20 feet thereof, and a portion of the NW1/4 of Section 18-74-43, all within the City of Council Bluffs, Pottawattamie County, Iowa, and being more particularly described on the attached final plat (see Attachment A), subject to the comments above and the following conditions:

A. The final plat shall be recorded within 90 days of City Council approval or the plat will become null and void unless and extension has been requested and granted by the Community Development Director.

B. Conform to all City standards and specifications, the zoning and subdivision ordinances, and the Department of Public Works standards for Public Improvements.

C. All comments and technical corrections stated in the case staff report shall be addressed on the final plat prior to the execution of the document.

D. All utilities shall be installed underground. Any costs to construct, remove, and/or relocate any utilities shall be the responsibility of the developer.

E. All development within the proposed subdivision shall comply with the adopted East Manawa Subdivision planned residential development plan (Case #PR-24-001).

F. Sidewalks along the frontages of all buildable lots will be completed by each respective homebuilder prior to a final certificate of occupancy being granted. Sidewalks along the frontages of Outlots B and D, excluding any frontages onto East Manawa Drive, will be completed by the City as part of Mallard Street and Redhead Street roadway construction.

G. All applicable permits necessary to meet local, state, and federal requirements shall be the developer's responsibility.

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

That the request for final plat approval of a 100-lot major subdivision to be known as East Manawa Subdivision and being legally described as all of the SE1/4 NE1/4 of Section 13-74-44, except the southerly 20 feet thereof, and a portion of the NW1/4 of Section 18-74-43, all within the City of Council Bluffs, Pottawattamie County, Iowa, is hereby approved.

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized and directed to endorse the final plat.

ADOPTED
AND August 25, 2025.
APPROVED

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Planning Case No. #SUB-25-006

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-213
Resolution approving and authorizing execution of a development agreement by and between the City of Council Bluffs and OER LLC.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
OER, LLC Development Agreement
25-213.docx

Prepared by: Courtney Harter, Director of Community Development
Approved by: Courtney Harter, Director of Community Development

4.E

Council Communication

Department: Community Development Case/Project No.:	Ordinance No.: N/A Resolution No.: 25-	Set Public Hearing: 8-11-25 Public Hearing: 8-25-25

Subject/Title

Resolution to enter into a development agreement with OER, LLC

Location

5.92 acres of undeveloped land lying north of 830 Franklin Avenue and west of 901 Franklin Avenue.

Background/Discussion

Background

Mr. Scott Porter approached the City with a planned development to create a 15-unit subdivision along Franklin Avenue north of 830 Franklin Avenue. The proposed project will create a mix of attached and detached single-family units that will be both for sale and for rent. Mr. Porter is requesting tax increment financing (TIF) through the adopted Grappler's Gate Urban Renewal Plan to assist in the completion of the public infrastructure.

Staff has worked with Mr. Porter to negotiate the terms of the development agreement. Because this is a "greenfield" designated area for housing, Chapter 403 of the Iowa Code only allows TIF to be provided back to the developer for publicly deeded infrastructure and requires the creation of a low- and moderate-income (LMI) housing set-aside that equals the county LMI rate of 44.70%.

Mr. Porter is requesting up to $800,000 in TIF to complete the necessary public infrastructure improvements for his new subdivision. He will be eligible for up to 55.3% of the TIF plus an additional percentage for each verified, qualified LMI house created up to the 44.37% (7 total units). Units must be verified to be LMI by City Staff in order to receive the additional percentage per unit. Units may be sold or retained as rentals. Percentages are as follows:

Number of Qualifying LMI Housing Units	Percentage of Tax Increment Funding
1	52.60%
2	60.50%
3	68.40%
4	76.30%
5	84.20%
6	92.10%
7	100.00%

Should the LMI units not be created, the required remaining percentage shall be provided directly to the City to assist in the creation of LMI housing elsewhere in Council Bluffs.

Staff Recommendation

Staff recommends approving the resolution to execute an agreement with OER, LLC

Attachments

1) Resolution
2) Public Hearing
3) OER, LLC Development Agreement

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF COUNCIL BLUFFS, IOWA

AND

OER LLC

_____, 2025

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of _____, 2025, by and between the CITY OF COUNCIL BLUFFS, IOWA, a municipality ("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, 2025, as amended ("Urban Renewal Act") and OER LLC, an Iowa limited liability company, having offices for the transaction of business at 21145 205th Street, Council Bluffs, Iowa ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in a residential area in the City and, in this connection, adopted the Grapplers Gate Urban Renewal Plan (the "Urban Renewal Plan") for purposes of carrying out urban renewal project activities in an area known as the Grapplers Gate Urban Renewal Area (the "Urban Renewal Area"); and

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

WHEREAS, Developer is, or will be, the owner of certain real property located in the foregoing 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, the Developer is willing to cause certain Minimum Improvements to be constructed on the Development Property in the Urban Renewal Area, including the construction of LMI Housing; 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.

Assessor means the assessor for Pottawattamie County, Iowa.

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

Code means the Code of Iowa, 2025, as amended.

Commencement Date means the date the Agreement becomes legally enforceable and valid, being the date that the Agreement has been executed by all parties to the Agreement, determined as the latest date of execution by one of the parties.

County means the County of Pottawattamie, Iowa.

Developer means OER LLC, an Iowa limited liability company, and its permitted successors and assigns.

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

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

Event of Default means any of the events described in Section 10.1 of this Agreement.

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

Grapplers Gate 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.

Housing Unit shall mean each dwelling unit constructed on the Development Property.

Infrastructure Improvements means the construction of streets, sanitary sewer, storm sewer, water infrastructure, and related infrastructure improvements planned to be constructed by the Developer on the Development Property to serve the Housing Units, which infrastructure

(with the exception of the water infrastructure, separately defined as "Water Improvements") is intended to be dedicated to the City pursuant to Section 3.4 of this Agreement.

LMI Household means a family, including single person households, that earns no more than eighty percent (80%) of the higher of the median family income of Pottawattamie County or the state-wide non-metropolitan area as determined by the latest United States Department of Housing and Urban Development, Section 8 income guidelines.

LMI Housing Unit means a Housing Unit that meets the criteria set forth in Section 6.6(b) of this Agreement, and is affordable to and occupied by an LMI Household.

Minimum Improvements means the construction of Housing Units, Infrastructure Improvements, and all related site improvements on the Development Property, as 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 Minimum Improvements, 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.

OER LLC TIF Account means a separate account within the Grapplers Gate Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

Ordinance means the Ordinance of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Grapplers Gate Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Project means the construction and operation of the Minimum Improvements on the Development Property, as described in this Agreement.

Qualified Costs and Expenses means the costs and expenses incurred by Developer necessary to construct the Infrastructure Improvements, whether incurred prior to or after the date of this Agreement, including interest during construction and for not more than six months thereafter, costs for acquisition of right of way, easements, landscaping, grading, drainage, paving, underground utility connections for private property located in the streets, engineering, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization, and legal expenses related to those improvements. To be Qualified Costs and Expenses, they must be incurred by the Developer with respect to those Infrastructure

Improvements that are dedicated to and accepted by the City (or, with respect to the Water Improvements, accepted by Council Bluffs Water Works).

State means the State of Iowa.

Tax Increments means the property tax revenues on the Minimum Improvements (building/improvement value only) divided and made available to the City for deposit in the OER LLC TIF Account of the Grapplers Gate 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 11.8 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 (other than the City).

Urban Renewal Area means the area known as the Grapplers Gate Urban Renewal Area.

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

Water Improvements means the portion of the Infrastructure Improvements that is water infrastructure to be constructed by the Developer on the Development Property to serve the Housing Units, which water infrastructure will be owned and operated by Council Bluffs Water Works, as further described in Section 3.4 of the Agreement.

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 only, 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. OER LLC 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 this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the 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 the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the 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 the 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 the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. The Developer shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. The Developer will use its best efforts to 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.

g. The Developer has not received any notice from any local, State, or federal official that the activities of the 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). The 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 the 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.

h. The Developer has firm 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 terms of this Agreement and to provide the performance and maintenance bonds for the Infrastructure Improvements required under Section 3.3 hereof.

i. The Developer will cooperate fully 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.

j. The Developer expects that, barring Unavoidable Delays, construction of the Infrastructure Improvements shall be complete on or before December 31, 2026.

k. The Developer anticipates that the construction costs for the Infrastructure Improvements will be approximately $800,000.

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

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

a. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits.

b. Furthermore, with respect to the Water Improvements, Developer agrees that the scope and scale of the Water Improvements shall be sufficient to meet the standards of Council Bluffs Water Works and to comply with all applicable local, State, and federal laws, rules, and regulations. The Developer represents and warrants that it shall work cooperatively with Council Bluffs Water Works during and following construction of the Water Improvements.

c. The Developer agrees that the scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement.

d. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (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.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Infrastructure Improvements to be undertaken and completed by December 31, 2026, or 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.

Section 3.3. Bonding Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Infrastructure Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for a given project of the Infrastructure Improvements shall remain in effect until construction of such improvement is completed, at which time a four-year maintenance bond(s) shall be substituted for each performance bond. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Infrastructure Improvements.

Section 3.4. Transfer and Dedication of Infrastructure Improvements; Certification of Qualified Costs and Expenses of Infrastructure Improvements.

a. Developer shall notify Council Bluffs Water Works upon completion of the Water Improvements to facilitate the inspection of the Water Improvements by Council Bluffs Water Works. The Water Improvements are expected to be owned and operated by Council Bluffs Water Works following completion of the Water Improvements, provided the Water Improvements have been duly completed in compliance with this Agreement, the standards of Council Bluffs Water Works, and all federal, State, and City laws, regulations, ordinances, policies, and procedures.

b. With respect to the remainder of the Infrastructure Improvements (i.e., excluding the Water Improvements), Developer shall notify the City upon completion of the Infrastructure Improvements, the City shall inspect the Infrastructure Improvements, as applicable, and determine whether they have been completed in accordance with this Agreement. If the City finds that the Infrastructure Improvements have been duly completed in compliance with this Agreement and all federal, State, and City laws, regulations, ordinances, policies, and procedures; and the City is in receipt of copies of the maintenance bonds required by Section 3.3; the Developer shall dedicate to the City and the City shall accept dedication of the Infrastructure Improvements.

c. The Developer shall certify to the City the amount of all Qualified Costs and Expenses of the Infrastructure Improvements that are either (i) accepted by Council Bluffs Water Works (i.e., the Water Improvements) or (ii) dedicated to and accepted by the City pursuant to Section 3.4(b), and shall further certify that such amounts are true and correct. The Developer shall submit the Certification after all the Infrastructure Improvements have been completed, dedicated to and accepted by the City (or, with respect to the Water Improvements, accepted by Council Bluffs Water Works). *See* Exhibit D for the form of Certification. Along with the Certification, Developer shall attach invoices for and other documentation showing substantiation of Qualified Costs and Expenses incurred for construction of the Infrastructure Improvements. The City's engineer shall review Developer's Certification to verify the submitted costs and expenses as Qualified Costs and Expenses.

Section 3.5. No Special Legal Entitlements to Infrastructure Improvements. Developer recognizes and agrees, that upon dedication to the City and the City's acceptance thereof (or, with respect to the Water Improvements, transfer of ownership to Council Bluffs Water Works), the Infrastructure Improvements shall be owned by the City (or, with respect to the Water Improvements, by Council Bluffs Water Works) and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Infrastructure Improvements.

ARTICLE IV. REAL PROPERTY TAXES

Section 4.1. Real Property Taxes.

a. 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 acquired and owned or leased by them and pursuant to the provisions of this Agreement. 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 and shall be solely responsible for all assessments and taxes.

b. Developer agrees that prior to the Termination Date:

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

ii. 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 real property contained on the Development Property between the Commencement Date and the Termination Date.

c. Notwithstanding the foregoing, Developer and the City acknowledge that Housing Units on the Development Property may be sold by Developer to homebuyers for owner-occupied housing and that such homebuyers will not be subject to the provisions of this Agreement. Accordingly, this Agreement will not prohibit such homebuyers from seeking review of the assessment value assigned to their Housing Unit; applying for tax exemptions, deferrals, or abatements; or taking other actions that may reduce the assessment value or taxable value of their Housing Unit, which reduction may, in turn, reduce the Tax Increments.

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 request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk–Completed Value Basis," in an amount equal to one hundred percent (90%) 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, its directors, officers, shareholders, members, 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 request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) 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 $50,000 or self-insurance up to not more than $1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City, which consent shall not be unreasonably withheld, delayed or conditioned. 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, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

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. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. 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 immediately in the case of damage exceeding $100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair,

reconstruction, and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

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

f. Notwithstanding anything to the contrary in the foregoing, the parties agree that the Developer shall have no obligations under this Article V with respect to: (i) any Infrastructure Improvements which have been dedicated to and accepted by the City and for which the Developer has provided the required maintenance bonds, consistent with Sections 3.3 and 3.4 of this Agreement, (ii) any Water Improvements which have been accepted by Council Bluffs Water Works, or (iii) any Housing Units on the Development Property that are sold to homebuyers to be owner-occupied housing.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions, based upon Developer's reasonable judgment.

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

Section 6.3. Compliance with Laws. Developer will comply with all State, federal and local laws, rules and regulations relating to the Development Property, Minimum Improvements, and this Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee, homebuyer, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, homebuyers, and tenants 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 request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.6. LMI Housing Assistance; LMI Housing Units in Project.

a. The City and Developer acknowledge the statutory requirements of Chapter 403, Code of Iowa, specifically with respect to the Low and Moderate Income (LMI) housing assistance. The current applicable percentage for Pottawattamie County is 44.70%. The City will set aside a portion of the Tax Increment collected from the Development Property in each year that an Economic Development Grant is made to Developer in order to comply with Iowa Code Section 403.22. However, the statutory requirements with respect to LMI assistance may be met by the Developer's construction of LMI Housing Units as part of the Project under this Agreement, which would decrease the required set aside funds and would increase the amount of Tax Increment used to fund the Economic Development Grants, as described in Section 8.1.

b. If Housing Units completed as part of the Project meet one of the following criteria, then the Housing Units will be considered LMI Housing Units:

i. If the Housing Unit has been sold to a homebuyer for owner-occupied housing, then the Developer shall have required the homebuyer to provide proof of income at the time of sale of the Housing Unit, which proof of income must evidence that the household is a LMI Household.

ii. If the Housing Unit is being rented, then the Developer shall verify, at the time of move in, that the proposed tenant's household income qualifies as a LMI Household. Developer shall verify the tenant's household income according to U.S. Department of Housing and Urban Development (HUD)'s Technical Guide for Determining Income in effect at the time the income is verified. Furthermore, the rent amount for the Housing Unit shall be set based on the HUD High HOME Limit for the Omaha-Council Bluffs Metropolitan Area, which are updated annually.

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the 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 owned by the Developer have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) certification of the number of Housing Units on the Development Property that have qualified as LMI Housing Units during the preceding twelve (12) months; and (iii) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, 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 certificate or during such period, or if the signer 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, 2027 and continuing through the Termination Date. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit F 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 terms of this Agreement; (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, Minimum Improvements, or this Agreement to any other party (except with respect to dedication of Infrastructure Improvements to the City (or Water Improvements to Council Bluffs Water Works), or the sale of Housing Units to homebuyers for owner-occupied housing) 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 be given or withheld in the reasonable discretion of the City.

In the event that Developer wishes to assign this Agreement, including its rights and duties hereunder, Developer and transferee individual or entity shall request that the City and Developer consent to an amendment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer obligations under this Agreement. Such transfer shall not be effective unless and until the City and Developer consent in writing to an amendment of this Agreement authorizing the transfer, which consent shall be given or withheld in the reasonable discretion of the City.

Notwithstanding the foregoing paragraphs, nothing in this Section 7.1 shall prohibit the Developer from providing collateral assignments of its rights to receive Economic Development Grants hereunder in connection with the financing of the Project provided that: (a) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld, conditioned or delayed; (b) Developer is in compliance with the terms of the Agreement at the time of such collateral assignment; and (c) Developer remains responsible for performing all obligations hereunder after such collateral assignment.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the 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; provided, however, that the Developer may dedicate portions of the Development Property and Minimum Improvements to the City to be owned by the City or Council Bluffs Water Works as public infrastructure. 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 the Developer being and remaining in compliance with this Agreement, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions:

a. Number of Economic Development Grants. Starting with the June 1 of the first fiscal year that the City receives Tax Increment from the County for the Urban Renewal Area, and on each June 1 thereafter, the City shall make an Economic Development Grant to Developer until the earliest of: (i) ten (10) Economic Development Grants have been paid to Developer, (ii) the maximum aggregate amount of Economic Development Grants, as described in Section 8.1(c), has been paid to Developer; (iii) the City's ability to collect Tax Increment from the Development Property terminates; or (iv) this Agreement has been terminated pursuant to its terms.

b. Calculation of Amount of Economic Development Grants. If no Housing Units qualify as LMI Housing Units, then the City anticipates using 44.70% of the Tax Increments available under Iowa Code Section 403.19 to satisfy the LMI housing assistance requirements of Iowa Code Section 403.22 (as further described in Section 6.6) and the amount of each Economic Development Grant shall be equal in amount to 55.30% of the Tax Increments available under Iowa Code Section 403.19 from property tax revenues paid on the Minimum Improvements deposited into the OER LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article.

If one or more Housing Units qualify as LMI Housing Units under the terms of Section 6.6 and the Developer timely certifies an accurate number of qualifying LMI Housing Units on the Annual Certification (due by October 15 each year), then the City shall adjust the calculation of the immediately subsequent Economic Development Grant payment to increase the amount of Tax Increment used to fund said payment based on the number of Housing Units that qualified as LMI Housing Units in the twelve months preceding the Developer's Annual Certification, according to the following chart:

Number of Housing Units Qualifying as LMI Housing Units (as shown on Annual Certification, and verified by the City)	Percentage of Tax Increment Funding Immediately Subsequent Economic Development Grant
1	52.60%
2	60.50%
3	68.40%
4	76.30%
5	84.20%
6	92.10%
7	100.00%

If the number of Housing Units qualifying as LMI Housing Units subsequently decreases, then the City shall reduce the subsequent Economic Development Grant payment amount calculation. For example, if the Developer's Annual Certification submitted in October 2030 indicates that there were three (3) LMI Housing Units from October 2029 to October 2030, then the immediately subsequent Economic Development Grant payment (paid on June 1, 2031) would be equal in amount of 68.40% of the Tax Increments available in Fiscal Year 2030-2031; subsequently, if the Developer's Annual Certification submitted in October 2031 indicates that there are only two (2) LMI Housing Units from October 2030 to October 2031 (e.g., due to a change in the number of Housing Units rented as LMI Housing Units), then the immediately subsequent Economic Development Grant payment (paid on June 1, 2032) would be equal in amount of 60.50% of the Tax Increments available in Fiscal Year 2031-2032.

c. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement shall not exceed the lesser of: (i) the amount of Tax Increment actually collected during the applicable ten (10) fiscal years as described in this Section 8.1; (ii) $800,000; or (iii) the aggregate amount of the Qualified Costs and Expenses submitted to the City pursuant to Section 3.4 and approved by the City as a part of Developer's completion of the Infrastructure Improvements. It is further agreed and understood that each Economic Development Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Minimum Improvements (the "Tax Increments") and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 8.1(a), even if the aggregate amount is less than $800,000 or the aggregate amount of the Qualified Costs and Expenses.

d. City Certification, Timing. It is the responsibility of the Developer to inform the City in writing when it wishes that the City first certify debt in the Urban Renewal Area by submitting the form attached as Exhibit E by October 1 of the year the Developer wishes the City to certify for Tax Increment. After the Developer requests that the City first certify for Tax Increment, if all conditions precedent in Section 8.1(e) are satisfied, then the City shall certify to the appropriate County office 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 a portion of which shall thereafter be disbursed to the Developer on June 1 of that fiscal year, provided that Developer remains in compliance with the terms of this Agreement at the

time of payment. As an example, if the Developer requests the City to first certify by October 1, 2027, the City would then review the Developer's request, and if approved and all other terms of this Agreement are satisfied, would certify for the Tax Increment generated by the Housing Units by December 1, 2027, for collection by the County and payment to the City in fiscal year 2028-2029, allowing for initial Grant to be paid to Developer on June 1, 2029, all subject to the terms of this Article and this Agreement. If Developer fails to submit a written request that the City first certify debt under this Section 8.1(d) by **October 1, 2028**, then this Agreement shall automatically terminate with no further action required by the City.

e. Conditions Precedent. Notwithstanding this Section 8.1, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon all of the following:

i. Developer's dedication of the Infrastructure Improvements to the City and the City's acceptance thereof (i.e., Developer's completion of the Infrastructure Improvements consistent with this Agreement, including completion by the date set forth in Section 3.2 and the provision of the maintenance bonds required by Section 3.3) (provided, however, that the Water Improvements are expected to be transferred to and accepted by Council Bluffs Water Works, rather than the City);

ii. Developer's timely filing of the Certification of the Qualified Costs and Expenses of Infrastructure Improvements as set forth in Section 3.4, using Exhibit D (including timely submission of any supporting documentation regarding costs and expenses);

iii. Developer filing the written request that the City first certify debt to the County, using Exhibit E, received by the City no later than October 1, 2027;

iv. Developer's timely filing of the Annual Certifications required by Section 6.7, using Exhibit F;

v. Developer's compliance with the terms of this Agreement at the time of payment; and

vi. No Event of Default has occurred and is continuing.

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

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 or the total amount thereof, 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 the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(c).

f. Reduction of First Grant. Developer shall pay to the City an amount equal to the actual costs incurred by the City (up to $5,000) in connection with the drafting and adoption of the Urban Renewal Plan and the negotiation, drafting, adoption, and administration of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Payment by Developer of such costs shall be deducted from the first Economic Development Grant. If the Developer does not qualify for any Economic Development Grants under the terms of this Agreement, or if this Agreement terminates prior to payment of the first Economic Development Grant, then the Developer shall pay any outstanding balance due under this provision within thirty (30) days of written demand of payment being made by the City to Developer.

Section 8.2. 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 OER LLC TIF Account of the Grapplers Gate 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 OER LLC 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 tax replacement or "backfill" monies that may be received by the City under Iowa Code Chapter 441.21A, Iowa Code Chapter 426C, or similar provisions of the Code shall not be included in the calculation to determine the amount of Tax Increments for Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. 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 or by the City's bond counsel 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 (i) the City fails to appropriate funds for payment; (ii) the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Development Property and Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or (iii) the City's ability to collect Tax Increment from the Minimum Improvements and Development Property is precluded or terminated by legislative changes to Iowa Code Chapter 403 or by application of a decision of any Iowa Court having jurisdiction over the subject matter hereof. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances 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 to the City, by written notice to Developer.

Section 8.3. Use of Other Tax Increments. Subject to the terms of this Article, the City shall be free to use any and all available Tax Increments in excess of the stated maximum or 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 but not limited to recovering the City's costs in establishing the Plan and adopting this Agreement, and the City shall have no obligations to the Developer with respect to the use thereof.

Section 8.4. Reduction of Initial Grant for City Costs. Developer shall pay to the City an amount equal to the actual costs incurred by the City, but not to exceed $5,000, in connection with the drafting and adoption of the Urban Renewal Plan and the negotiation, drafting and adoption of this Agreement, including, but not limited to, publication fees for legal notices, actual costs associated with City Council meetings, and reasonable legal fees of the City. Payment of such costs will be made by the Developer to the City within 30 days of the Agreement's Commencement Date. If the Developer fails to timely make this payment to the City, then the amount of the City's costs shall be deducted from the amount of the first Economic Development Grant.

ARTICLE IX. INDEMNIFICATION

Section 9.1. 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 IX, the "Indemnified Parties") from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or

damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation 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 (with respect to the Infrastructure Improvements, arising prior to the time such Infrastructure Improvements are dedicated to the City (or, with respect to the Water Improvements, prior to the time such Water Improvements are accepted by Council Bluffs Water Works)); 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 their officers, agents, servants, or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. 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.

e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the term of this Agreement:

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

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

c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements owned by Developer;

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

f. Developer:

i. files 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. makes an assignment for the benefit of its creditors; or

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

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

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

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may enforce the performance or maintenance bonds;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VIII hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer. The City may demand such payment at any time following its determination that Developer is in default under this Agreement.

Section 10.3. 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 10.4. 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 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs 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 XI. MISCELLANEOUS

Section 11.1. 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 their 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 11.2. 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 OER LLC at 21145 205th Street, Council Bluffs, IA 51503;

b. In the case of the City, is addressed to or delivered personally to the City of Council Bluffs at the City Hall, 209 Pearl Street, 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 11.3. 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 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. 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 permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after the later of: (i) December 31 of the year in which the final Economic Development Grant is paid or (ii) December 31, 2039, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, 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 11.10. 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 representative(s), all on or as of the day first above written.

[Signature pages follow]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, 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

[Signature page to Agreement for Private Development – City of Council Bluffs]

OER LLC, an Iowa limited liability company

By: _____

Print Name: _____

Its/Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 2025 by _____ as the _____ of OER LLC, an Iowa limited liability company.

_____
Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – OER LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Lot 4, Auditor's Subdivision of the SE 1/4 NE 1/4 of Section 31, Township 75, Range 43, Council Bluffs, Pottawattamie County, Iowa, except the following: A portion of Lot 4 of Auditor's Subdivision of the SE 1/4 NE 1/4 of Section 31, Township 75 North, Range 43 West of the 5th P.M. Pottawattamie County, Iowa, being more particularly described as follows: Commence at the point of intersection of the East line of said Lot 4, and the Northerly right-of-way line of Franklin Avenue (March, 2010), said point lying 440.2 feet West and 103.9 feet North of the East 1/4 or said Section 31; thence N 58°58'46" W along said Northerly right-of-way line of Franklin Avenue, a distance of 154.86 feet to the point of beginning; thence continue N 58°58'46" W along said Northerly right-of-way line, a distance of 111.50 feet to a point of curvature; thence Northwesterly along said Northerly right-of-way line being curved to the right and having a radius of 192.00 feet and a central angle of 39°25'37", an arc distance of 132.12 feet (Chord= 129.53', chord bearing= N 39°15'59" W) to a point of reverse curvature; thence Northwesterly along said Northerly right-of-way line being curved to the left and having a radius of 699.48 feet and a central angle of 7°03'58"', an arc distance of 86.26 feet (Chord= 86.21 ', chord bearing= N 23°05'12" W) to a point on the West line of aforesaid Lot 4; thence N 02°01'54" E along said West line, a distance of 10.42 feet to a point on a curve; thence Southeasterly along a curve to the right having a radius of 743.67 feet and a central angle of 2°42'17", an arc distance of 35.10 feet (Chord= 35°10', chord bearing= S 28°50'52" E) to a point of tangency; thence S 27°29'44" E, a distance of 28.83 feet to a point of curvature; thence Southeasterly along a curve to the left having a radius of 480.09 feet and a central angle of 31°48'02", an arc distance of 266.46 feet (Chord bearing = S 43°23'45" E) to the point of beginning. Containing 3439 square feet, more or less.

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of approximately 15 Housing Units, together with related site improvements for the housing development and the Infrastructure Improvements, all to be constructed consistent with approved plats and plans.

The Housing Units include approximately 15 residential dwelling units, together with related site improvements, to be constructed on the Development Property consistent with approved plats and plans. Approximately 7 of the Housing Units are expected to qualify as LMI Housing Units, but the qualification of constructed Housing Units as LMI Housing Units will be determined annually pursuant to the terms set forth in Sections 6.6 and 6.7 of the Agreement.

See Exhibit B-1 for renderings of the planned Housing Units.

The Infrastructure Improvements include the construction and/or installation of streets, sanitary sewer, storm sewer, and related infrastructure to be completed by Developer on the Development Property to allow for development of the Housing Units under this Agreement and dedicated to the City upon completion by Developer and acceptance by the City. The Infrastructure Improvements also include the construction and/or installation of water infrastructure to be completed by Developer on the Development Property to allow for development of the Housing Units under this Agreement (the "Water Improvements"), which are intended to be transferred to Council Bluffs Water Works upon completion, to be owned and operated by Council Bluffs Water Works. The Infrastructure Improvements shall be completed by December 31, 2026 and will require an investment of approximately $800,000 by the Developer.

See Exhibit B-2 for a diagram of the expected Infrastructure Improvements.

EXHIBIT B-1
RENDERINGS OF HOUSING UNITS

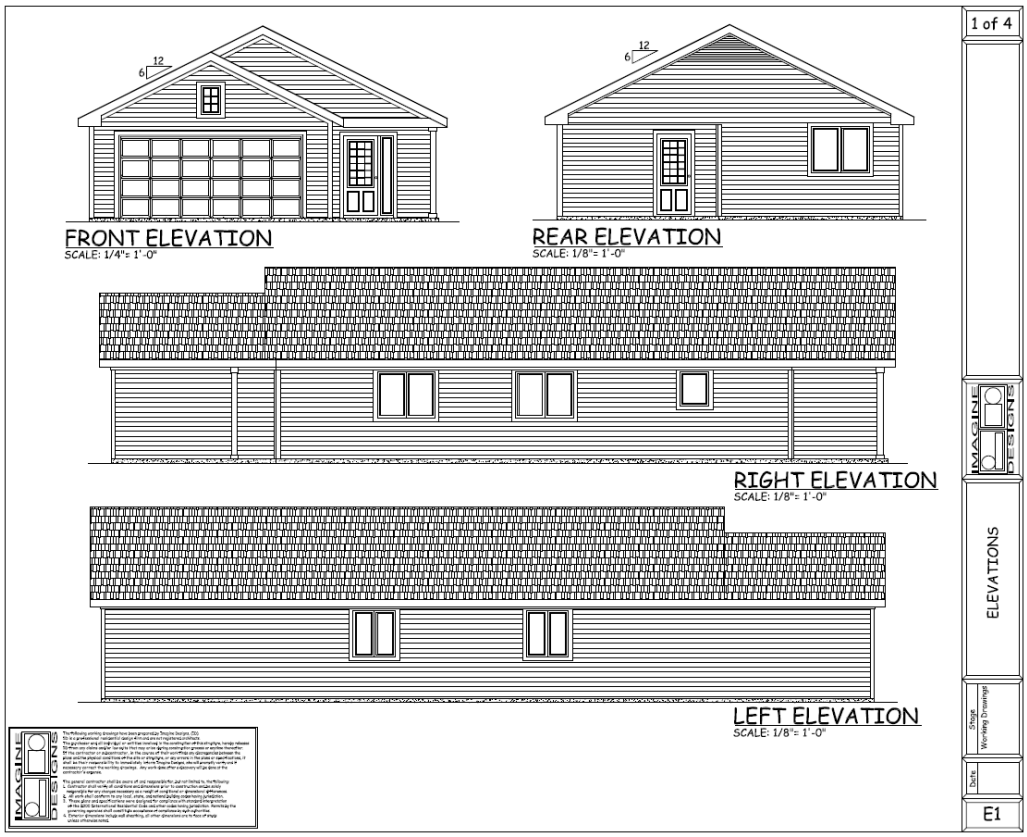


Exhibit B-2

EXHIBIT B-1
(continued)
RENDERINGS OF HOUSING UNITS

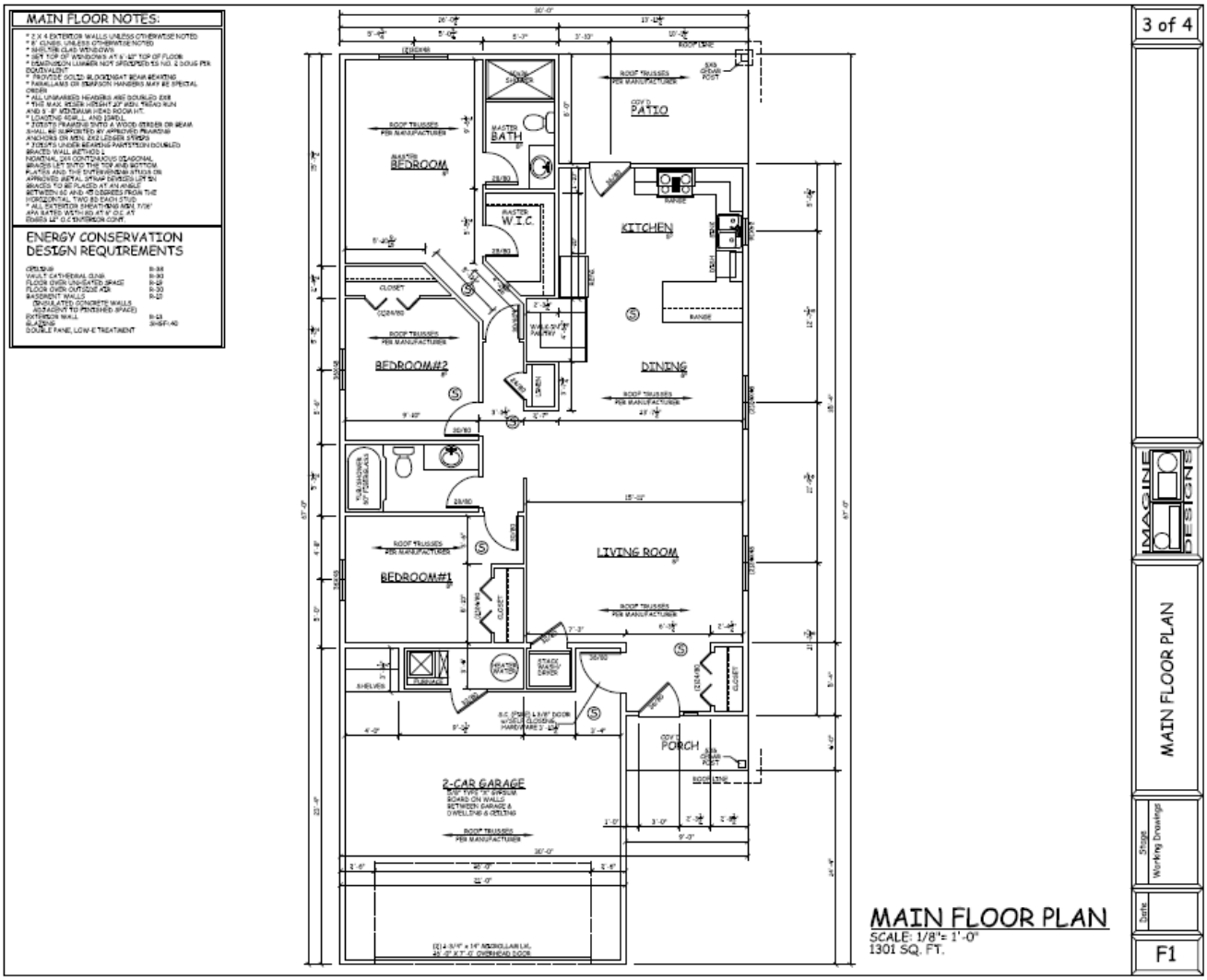
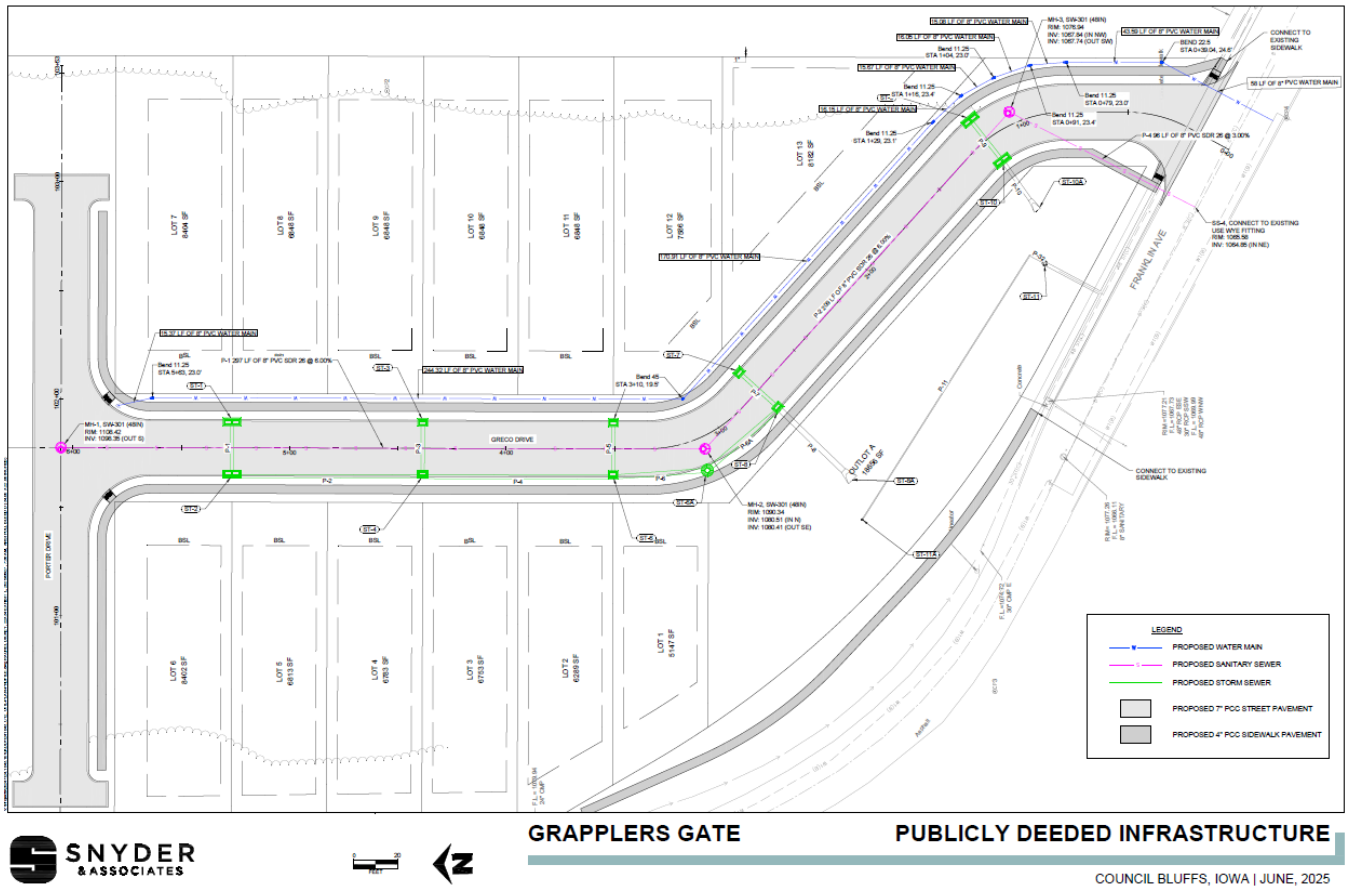


EXHIBIT B-2

INFRASTRUCTURE IMRPOVEMENTS



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

EXHIBIT C

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Council Bluffs, Iowa (the "City") and OER LLC, an Iowa limited liability company (the "Developer"), did on or about _____, 2025, make, execute, and deliver an Agreement for Private Development (the "Agreement"), wherein and whereby the 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:

> Lot 4, Auditor's Subdivision of the SE 1/4 NE 1/4 of Section 31, Township 75, Range 43, Council Bluffs, Pottawattamie County, Iowa, except the following: A portion of Lot 4 of Auditor's Subdivision of the SE 1/4 NE 1/4 of Section 31, Township 75 North, Range 43 West of the 5th P.M. Pottawattamie County, Iowa, being more particularly described as follows: Commence at the point of intersection of the East line of said Lot 4, and the Northerly right-of-way line of Franklin Avenue (March, 2010), said point lying 440.2 feet West and 103.9 feet North of the East 1/4 or said Section 31; thence N 58°58'46" W along said Northerly right-of-way line of Franklin Avenue, a distance of 154.86 feet to the point of beginning; thence continue N 58°58'46" W along said Northerly right-of-way line, a distance of 111.50 feet to a point of curvature; thence Northwesterly along said Northerly right-of-way line being curved to the right and having a radius of 192.00 feet and a central angle of 39°25'37", an arc distance of 132.12 feet (Chord= 129.53', chord bearing= N 39°15'59" W) to a point of reverse curvature; thence Northwesterly along said Northerly right-of-way line being curved to the left and having a radius of 699.48 feet and a central angle of 7°03'58"', an arc distance of 86.26 feet (Chord= 86.21 ', chord bearing= N 23°05'12" W) to a point on the West line of aforesaid Lot 4; thence N 02°01'54" E along said West line, a distance of 10.42 feet to a point on a curve; thence Southeasterly along a curve to the right having a radius of 743.67 feet and a central angle of 2°42'17", an arc distance of 35.10 feet (Chord= 35°10', chord bearing= S 28°50'52" E) to a point of tangency; thence S 27°29'44" E, a distance of 28.83 feet to a point of curvature; thence Southeasterly along a curve to the left having a radius of 480.09 feet and a central angle of 31°48'02", an arc distance of 266.46 feet (Chord bearing = S 43°23'45" E) to the point of beginning. Containing 3439 square feet, more or less.

(the "Development Property"); and

WHEREAS, the term of this Agreement commenced on the date set forth above and shall terminate on the Termination Date, 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, City Hall, Council Bluffs, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development as of the dates set forth below.

[Rest of page intentionally left blank; Signature pages to follow]

(SEAL) CITY OF COUNCIL BLUFFS, IOWA

By: _____
Matt Walsh, Mayor

ATTEST:

By: _____
Jodi Quakenbush, City Clerk

STATE OF IOWA)
) SS
COUNTY OF POTTAWATTAMIE)

On this _____ day of _____, 2025, before me a Notary Public in and for said State, personally appeared Matt Walsh and Jodi Quakenbush, 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

[Signature page to Memorandum of Agreement for Private Development – City of Council Bluffs]

OER LLC, an Iowa limited liability company

By: _____

Print Name: _____

Its/Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 2025 by _____ as the _____ of OER LLC, an Iowa limited liability company.

_____
Notary Public in and for said state

My commission expires: _____

[Signature page to Memorandum of Agreement for Private Development – OER LLC]

EXHIBIT D

DEVELOPER CERTIFICATION OF COSTS OF INFRASTRUCTURE IMPROVEMENTS DEDICATED TO AND ACCEPTED BY THE CITY

OER LLC ("Developer") certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Infrastructure Improvements dedicated to and accepted by the City (or, with respect to the "Water Improvements," transferred to and accepted by Council Bluffs Water Works) which were constructed to facilitate the development of Housing Units that are the subject of a Development Agreement entered into on or as of _____, 2025 between the City of Council Bluffs, Iowa and the Developer (the "Agreement").

Qualified Costs of Infrastructure Improvements							
Project Cost Category	**Engineering, Plans, Specifications**	**Construction Costs**	**Legal Costs**	**Drainage, Landscaping, Grading**	**Cost for acquisition of land within the ROW**	**Interest during construction and for not more than six months thereafter**	**Miscellaneous**
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Total Cost per category							

If you need additional space please attach another table.

Attach actual receipts and invoices

The undersigned representatives of Developer 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 their knowledge and belief.

OER LLC, an Iowa limited liability company

By: _____ Print Name: _____

Its/Title: _____

STATE OF _____, COUNTY OF _____): ss

This record acknowledged before me on _____, 20_____ by _____ as the _____ of OER LLC, an Iowa limited liability company.

_____

Notary Public in and for said state

My commission expires: _____

EXHIBIT E

DEVELOPER'S REQUEST FOR CITY CERTIFICATION FOR TAX INCREMENT FROM GRAPPLERS GATE URBAN RENEWAL AREA

Developer must file this Request for City Certification by October 1 of the year in which it requests that the City certify its request for Tax Increment to the County by December 1. Please note, the City will certify in the year Developer submits this form. **The City's certification will set the base year for calculating Tax Increment revenues within the Grapplers Gate Urban Renewal Area and will start the time period for expiration of the City's ability to collect Tax Increment within the Grapplers Gate Urban Renewal Area.** If Developer has any questions regarding the timing of the submission of this form, it should seek legal counsel of its choosing.

The Developer requests that the City certify its request for Tax Increment to the County by December 1, 20_____ for the Grapplers Gate Urban Renewal Area.

DEVELOPER:
OER LLC, an Iowa limited liability company

By: _____

Print Name: _____

Its/Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 20_____ by _____ as the _____ of OER LLC, an Iowa limited liability company.

_____
Notary Public in and for said state

My commission expires: _____

EXHIBIT F

DEVELOPER ANNUAL CERTIFICATION

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

During the time period covered by this Certification, the Developer certifies that it is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely 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) _____ (#) of the Housing Units on the Development Property qualify as LMI Housing Units in conformance with the Agreement.

(iii) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the 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 certificate or during such period, or if the signer 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.

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_____.

OER LLC, an Iowa limited liability company

By: _____

Print Name: _____

Its/Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 20_____ by _____ as the _____ of OER LLC, an Iowa limited liability company.

_____
Notary Public in and for said state

My commission expires: _____

Attachment: Proof of Payment of Taxes

4924-9017-5824-4\10342-212

Resolution 25-213

ITEMS TO INCLUDE ON AGENDA

CITY OF COUNCIL BLUFFS, IOWA
August 25, 2025
7:00 P.M.

Grapplers Gate Urban Renewal Plan

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

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.

2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.

3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

August 25, 2025

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

_____

Absent: _____

Vacant: _____

* * * * * * * * *

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

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

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

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND OER LLC", and moved:

☐ that the Resolution be adopted.

☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ _____.M. on the _____ day of _____, 2025, at this place.

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

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 25-213

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF COUNCIL BLUFFS AND OER LLC

WHEREAS, by resolution adopted July 28, 2025, 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 Grapplers Gate Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Grapplers Gate Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Pottawattamie County; and

WHEREAS, 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 OER LLC (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, including approximately 15 Housing Units and Infrastructure Improvements to support the development of the Housing Units (as further described and defined in the Agreement), on real property located within the Urban Renewal Area, as defined and legally described in the Agreement (the "Development Property"), as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make up to ten (10) annual payments of Economic Development Grants to Developer, using Tax Increment annually generated by the construction of the Minimum Improvements and collected pursuant to Iowa Code Section 403.19; provided that the maximum aggregate amount of the Economic Development Grants that may be paid to the Developer under the Agreement would not exceed the lesser of: (i) the amount of available Tax Increments under the terms set forth in the Agreement; (ii) $800,000; or (iii) the aggregate amount of the Qualified Costs submitted to and approved by the City as a part of Developer's completion of the Infrastructure Improvements; and

WHEREAS, the Agreement proposes that the amount of each annual Economic Development Grant payment would be equal to 55.30% of the Tax Increments available in the particular fiscal year; provided, however, that if one or more of the Housing Units qualified as "LMI Housing Units" (as defined in the Agreement) in a particular year, then the percentage of the Tax Increments used to fund the next Economic Development Grant payment would be increased, pursuant to the terms set forth in the Agreement; and

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

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapter 403, Code of Iowa; and

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

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

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

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

PASSED AND APPROVED this 25th day of August, 2025.

_____
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 26th day of August, 2025.

_____

City Clerk, City of Council Bluffs, State of Iowa

(SEAL)

4929-7813-0009-1\10342-212

Council Communication

Department: Finance

Case/Project No.:

Subject/Title

Resolution 25-214
Resolution certifying the FY2025 water, sewer, and refuse collection lien schedule for nonpayment to the County Treasurer to be assessed against the owner's property.

Background/Discussion

Per the Code of Iowa and City Ordinance, a resolution has been prepared authorizing the Pottawattamie County Treasurer to certify an amount of approximately $357,268.95 as liens against various properties serviced by the city refuse collection service, and the amount of approximately $23,328.00 as liens against various properties serviced by the sewer system, and an amount of approximately $25,956.00 as liens against various properties serviced by the water system. All accounts to be liened are in excess of sixty days delinquent. Any payments made on a delinquent account prior to the time of delivery to the County Treasurer will be adjusted accordingly.

The unpaid balances for refuse collection accounts are from January 1, 2025 to June 30, 2025. Lien notices were mailed to accounts July 29th, 2025. The unpaid balances for sewer and water accounts are from October 1, 2024 to March 31, 2025.

Staff Recommendation

City Finance recommends the write-off of balances for unpaid water, sewer, and refuse collection on the appropriate accounts and to send the list to be certified to the County Treasurer.

Attachments

Solid Waste Liens - 08.15.25.pdf
Water Works Liens - 08.15.25.pdf
UB LLA Balance Due - 08.15.25.pdf
25-214.doc

Prepared by: Finance Department / Danielle Bemis
Approved by: Finance Department / Danielle Bemis

5.A

Account	Customer	Customer Name	Parcel	Location	Amount Due	Fee Amount	Total Due
10500061	401125	WILLS, KIMBERLY A	754330153021	10 W OAK ST	166.00	5.00	171.00
10500069	401137	ARTERBURN II, TIMOTHY L II-ANGELA M	754330153013	1028 N BROADWAY	83.00	5.00	88.00
10500088	17210	TOLLANDER, JORDAN L	754330127003	1302 N BROADWAY ST	166.00	5.00	171.00
10500094	43026	Z SQUARED HOLDINGS IV LLC	754330107004	1301 E WASHINGTON AVE	166.00	5.00	171.00
10500112	401207	BROOKS, BRANDY A	754330153005	1027 E WASHINGTON AVE	166.00	5.00	171.00
10500115	20789	STAPLETON, LAURA	754330153008	1015 E WASHINGTON AVE	83.00	5.00	88.00
10500117	401217	MADDOX, CLIFFORD V JR-DASITI	754330151035	1002 E WASHINGTON AVE	83.00	5.00	88.00
10500118	401219	NICE, DENNIS G	754330151034	1004 E WASHINGTON AVE	166.00	5.00	171.00
10500121	34037	LEWIS, ADAM J	754330151031	1022 E WASHINGTON AVE	166.00	5.00	171.00
10500128	33964	HRDLICKA, TIMOTHY-MICHELLE	754330106028	1050 E WASHINGTON AVE	83.00	5.00	88.00
10500143	42452	QUEZADA, WESTON J	754330105018	128 HUNTER AVE	166.00	5.00	171.00
10500150	401274	L T STANDING LTD	754330105024	1218 E WASHINGTON AVE	166.00	5.00	171.00
10500156	35579	HOWE, ROBERT L JR	754330102019	1306 E WASHINGTON AVE	83.00	5.00	88.00
10500159	401289	HOWE, ROBERT L-CORINNE E	754330102016	123 NORTON AVE	166.00	5.00	171.00
10500163	401297	GEER, TODD C	754330102012	147 NORTON AVE	166.00	5.00	171.00
10500180	401325	MINER, JOETTE J	754330104006	135 CORINNE AVE	166.00	5.00	171.00
10500193	401351	DARRINGTON, DIANE J	754330104014	110 NORTON AVE	166.00	5.00	171.00
10500194	29037	BROWDER, DIONISIO TRAZELL	754330104016	100 NORTON AVE	166.00	5.00	171.00
10500198	401359	TAYLOR, CHAD R	754330126003	1326 N BROADWAY ST	166.00	5.00	171.00
10500205	401370	SNIPES, ROBERT R JR	754319352023	216 IVY DR	83.00	5.00	88.00
10500206	401372	EVANS, JASON	754319352024	206 IVY DR	166.00	5.00	171.00
10500214	401388	CARLSON, CHERYL K	754319352026	104 IVY DR	166.00	5.00	171.00
10500229	30037	BURGIN, CHRISTIAN R	754319352021	1540 N BROADWAY ST	166.00	5.00	171.00
10500311	45184	DICK, JASON-MEGAN	754319381013	14 EUCLID AVE	166.00	5.00	171.00
10500319	34116	SCHABEN PROPERTIES LLC	754319381023	1540 SUNSET DR	63.00	5.00	68.00
10500326	32906	POWELL, SAMANTHA JO	754319382004	1545 SUNSET DR	83.00	5.00	88.00
10500327	41791	MUSOLF, MICHAEL R JR	754319382005	1541 SUNSET DR	166.00	5.00	171.00
10500330	45416	BERG, WILLIAM-JUSTIN	754319382008	1523 SUNSET DR	166.00	5.00	171.00
10500355	46793	BRYAN, TYLER J	754319454018	217 EUCLID AVE	83.00	5.00	88.00
10500367	401555	COKER, CLARINE	754319383008	39 EUCLID AVE	166.00	5.00	171.00
10500370	401560	LAMB, MARCIA	754319383006	25 EUCLID AVE	83.00	5.00	88.00
10500371	401562	PHILLIPS, DAVID J	754319383005	15 EUCLID AVE	166.00	5.00	171.00
10500382	7172	MASS, AMANDA SHANEE	754330128008	36 LOCUST LODGE AVE	166.00	5.00	171.00
10500390	401594	FINCH, JESSICA M ANDERSON	754330128016	210 LOCUST LODGE AVE	166.00	5.00	171.00
10500398	31006	LEMONDS, STEPHEN	754330201006	240 LOCUST LODGE AVE	83.00	5.00	88.00
10500406	29356	HEILESEN, DENISE	754330204004	312 LOCUST LODGE AVE	166.00	5.00	171.00
10500411	401626	LOOKABILL, ROBERT	754330202005	241 LOCUST LODGE AVE	83.00	5.00	88.00
10500418	43525	RAINWATER, JASON-KATHERINE	754330129015	201 LOCUST LODGE AVE	166.00	5.00	171.00
10500421	24428	DARREN, SEAMAN	754330129012	117 LOCUST LODGE AVE	166.00	5.00	171.00
10500429	401659	EHRENBERG, JERRY M	754330129002	15 LOCUST LODGE AVE	83.00	5.00	88.00
10500447	401690	CHRISTENSEN, TROY A	754319331002	29 S LINDEN AVE	166.00	5.00	171.00
10500448	18915	FRAZIER, DAVID L	754319331003	31 S LINDEN AVE	166.00	5.00	171.00
10500460	18493	WENDELL, ELYSSE	754319401009	225 LINDEN AVE	166.00	5.00	171.00
10500462	401714	KRITENBRINK, JOSHUA L	754319401011	237 LINDEN AVE	166.00	5.00	171.00
10500472	401733	FRISBIE, VARGE G	754319255005	244 LINDEN AVE	166.00	5.00	171.00
10500476	401741	LARSON, JOSHUA M	754319254016	2236 RODNEY AVE	166.00	5.00	171.00
10500481	34060	K J D W ENTERPRISES INC	754319254013	222 LINDEN AVE	166.00	5.00	171.00
10500511	401810	BROWN, JENNIFER L & CHARLES D	754319252003	150 N LINDEN AVE	166.00	5.00	171.00
10500521	24824	HUNTER-MILLER, PAULA R	754319181001	2233 WALTON AVE	166.00	5.00	171.00
10500529	33814	JOHANEK, COLIN J- BRANDYN MAY	754319180006	12 N LINDEN AVE	83.00	5.00	88.00
10500539	401859	WRIGHT, BRIAN	754319179002	11 GUNN AVE	83.00	5.00	88.00
10500542	21076	ENDRISS, RANDI	754319179005	37 GUNN AVE	166.00	5.00	171.00
10500551	41358	DIMAURO, JAMES-MARGUERITA LOPEZ	754319178001	2431 N BROADWAY ST	166.00	5.00	171.00
10500568	401910	COAN, MICHAEL	754319130010	22 ELLIS CIR	83.00	5.00	88.00
10500613	401992	SENGCHAN, PEG	754319227017	912 SIMMS AVE	83.00	5.00	88.00
10500614	21111	HUNTLEY, JEREMY-RONDA	754319227018	904 SIMMS AVE	166.00	5.00	171.00
10500625	23195	FOX, THOMAS J	754319227005	25 SPENCER CIR	83.00	5.00	88.00
10500645	402050	WINEINGER, THOMAS L	754319203023	306 SPENCER AVE	166.00	5.00	171.00
10500646	402051	SCOTT, DONALD-JANETTE TRUST	754319203022	302 SPENCER AVE	166.00	5.00	171.00
10500656	402069	VORTHMANN, JILL	754319203004	15 KIMBERLY DR	166.00	5.00	171.00

10500658	402072	PETERSEN, BRANDON	754319203006	19 KIMBERLY DR	166.00	5.00	171.00
10500659	41010	EBERT, JORDAN D	754319203007	21 KIMBERLY DR	166.00	5.00	171.00
10500678	402094	WRIGHT, LONNIE R	754319202002	44 KIMBERLY DR	166.00	5.00	171.00
10500681	46256	SORENSEN, LESLEE J LIFE ESTATE	754319202009	26 KIMBERLY DR	166.00	5.00	171.00
10500683	402101	JUON, BRANDON R	754319202007	22 KIMBERLY DR	166.00	5.00	171.00
10500690	16129	HATHAWAY, DOUGLAS R II	754318453002	35 OPAL DR	166.00	5.00	171.00
10500694	16328	COWSERT, SEAN	754318453006	51 OPAL DR	166.00	5.00	171.00
10500726	33663	V B ONE LLC	754318451007	40 OPAL DR	80.00	5.00	85.00
10500730	402168	GRAVETT, VINITA M	754318452003	20 OPAL DR	166.00	5.00	171.00
10500743	46757	PIERSON, CONNIE S	754319127002	2810 N BROADWAY ST	166.00	5.00	171.00
10500784	407512	HARMON, KEITH	754319453003	217 ELMWOOD DR	166.00	5.00	171.00
10500808	42875	THOMAS, DALE E	754319454013	357 ELMWOOD DR	166.00	5.00	171.00
10500819	17140	MILLER, ROSS DEAN	754319451016	468 ELMWOOD DR	166.00	5.00	171.00
10500836	402305	LARSEN, ANNE M	754319451004	222 ELMWOOD DR	103.00	5.00	108.00
10500838	415601	LABOUNTY, PATRICIA A	754319451002	210 ELMWOOD DR	83.00	5.00	88.00
10500839	105885	KEA, EMILY M	754319451001	204 ELMWOOD DR	166.00	5.00	171.00
10500850	402331	BLUM, AMY	754319334002	19 MIDLAND DR	83.00	5.00	88.00
10500863	17357	STRONG, SEAN M	754319404004	219 MIDLAND DR	166.00	5.00	171.00
10500876	402376	GILBERT, JAMES L	754319404017	407 MIDLAND DR	166.00	5.00	171.00
10500925	30894	PEIN, DIANE A	754319332015	114 HIGHLAND DR	83.00	5.00	88.00
10500927	24807	KRUSE, LJAY	754319332013	28 MIDLAND DR	83.00	5.00	88.00
10500939	33340	HARGENS, JODI	754319332022	123 E ORCHARD AVE	166.00	5.00	171.00
10500941	42568	WITT, TERRI	754319402001	131 E ORCHARD AVE	166.00	5.00	171.00
10500943	8826	MILLER, TYLER S	754319402003	189 E ORCHARD AVE	83.00	5.00	88.00
10500946	41593	LAMBRECHT, WILLIAM C	754319402006	201 E ORCHARD AVE	166.00	5.00	171.00
10500953	402510	DANZER, LYNN D	754319402014	235 E ORCHARD AVE	166.00	5.00	171.00
10500971	33930	MIVILLE, MICHELE	754319401023	216 E ORCHARD AVE	83.00	5.00	88.00
10500984	38459	MCKEIGHAN, JACKELYN	754319331009	1703 N BROADWAY ST	83.00	5.00	88.00
10500985	402565	STEVENS, ANDREW	754319331008	1707 N BROADWAY ST	83.00	5.00	88.00
10500993	402579	HYDE, KENT D	754319327005	1704 N BROADWAY ST	83.00	5.00	88.00
10501012	36707	HULINSKY, REBECCA	754319328002	1602 E WASHINGTON AVE	166.00	5.00	171.00
10501013	402614	BURGETT, MICHAEL E-VIRGINIA M	754319304005	124 ELLIOTT ST	83.00	5.00	88.00
10501016	31507	ROCHA, ROSE M	754319302017	220 ELLIOTT ST	166.00	5.00	171.00
10501052	105559	OWENS, TIMOTHY	754319302005	161 ZENITH DR	166.00	5.00	171.00
10501055	402693	SCHROEDER, RYAN S-JACLYN M	754319302002	272 ZENITH DR	166.00	5.00	171.00
10501107	402790	COOPER, MARK J-MELISSA	754319152004	221 SYLVAN DR	83.00	5.00	88.00
10501117	36256	NORRIS, TRACY	754424281007	341 SYLVAN DR	166.00	5.00	171.00
10501119	32589	ADAMS, BRIAN	754424280017	344 SYLVAN DR	166.00	5.00	171.00
10501120	402815	HERTZ, JASON-COLLEEN MURPHY	754424280016	340 SYLVAN DR	83.00	5.00	88.00
10501140	38682	ROBERTS, ERIC A	754319151013	118 SYLVAN DR	83.00	5.00	88.00
10501144	21089	NICE, CHRIS	754319151017	42 SYLVAN DR	166.00	5.00	171.00
10501187	34060	K J D W ENTERPRISES INC	754425464011	154 VINE ST	166.00	5.00	171.00
10501188	402898	HENDRIX, EDWARD G	754425437002	105 BENTON ST	83.00	5.00	88.00
10501207	402905	B D RENTALS LLC	754425435001	139 BENTON ST	166.00	5.00	171.00
10501213	24350	GERMANN, SARAH	754425285026	730 HARMONY ST	83.00	5.00	88.00
10501221	402928	NAHNSEN, JOHN E-LORI KAYE	754330151002	1007 HARMONY ST	83.00	5.00	88.00
10501238	37552	CRIST, JAMES J JR	754425232009	675 HILLCREST AVE	83.00	5.00	88.00
10501259	402988	HOLMES, ZACHARY D-DWALA M	754425280023	352 LOGAN ST	83.00	5.00	88.00
10501267	46929	WAUGH, BREANNA R	754425285012	327 LOGAN ST	83.00	5.00	88.00
10501269	422106	FOOTE, JARED	754425280027	332 LOGAN ST	166.00	5.00	171.00
10501272	413244	ROTH, RUSTY A	754425285013	241 LOGAN ST	166.00	5.00	171.00
10501301	403057	MULLIN, TERRY	754425432006	221 BENTON ST	83.00	5.00	88.00
10501307	403063	STOM, NICK J JR	754425432002	243 BENTON ST	166.00	5.00	171.00
10501310	403068	BEHRENS, ROD B-CINDY	754425283001	329 PROSPECT ST	83.00	5.00	88.00
10501318	14298	OLSON, ROSE	754425281002	331 BENTON ST	166.00	5.00	171.00
10501324	42842	INFINITY PROPERTY INVESTMENTS LLC	754425280015	349 BENTON ST	166.00	5.00	171.00
10501331	403099	SCHULTZ, MATTHEW A	754425280006	323 HYDE AVE	83.00	5.00	88.00
10501335	403105	E J C O LLC	754425280011	345 HYDE AVE	166.00	5.00	171.00
10501339	24619	LOPEZ, PAULO	754425279004	332 HYDE AVE	83.00	5.00	88.00
10501343	29437	PETERSON, DEVIN	754425233001	415 HOUSTON AVE	166.00	5.00	171.00
10501344	403121	TOMAN, JACOB	754425233002	423 HOUSTON AVE	83.00	5.00	88.00

10501348	45587	BREACH LAND HOLDING 35 LLC	754425233006	453 HOUSTON AVE	166.00	5.00	171.00
10501352	36443	NENEMAN, HANNAH	754425233010	467 HOUSTON AVE	166.00	5.00	171.00
10501372	28550	GRIMES, THOMAS R	754425230028	418 HOUSTON AVE	166.00	5.00	171.00
10501376	36847	HAGGSTROM INVESTMENTS LLC	754425255001	302 HYDE AVE	83.00	5.00	88.00
10501382	403183	HYDAR, AMY	754425209005	539 BENTON ST	66.00	5.00	71.00
10501386	24746	DYNAMIC PROPERTIES LLC	754425209004	311 FULLER AVE	166.00	5.00	171.00
10501390	39535	MCLENNAN HOLDINGS LLC	754425230004	339 FULLER AVE	166.00	5.00	171.00
10501395	403207	NIELSEN, PAM	754425230009	425 FULLER AVE	166.00	5.00	171.00
10501397	403210	DAVIS, SHARON E	754425229026	466 FULLER AVE	166.00	5.00	171.00
10501408	30736	THOMAS, HORSWILL	754425229031	412 FULLER AVE	166.00	5.00	171.00
10501441	31480	LOWMAN, CHELLIE	754425207011	623 BENTON ST	83.00	5.00	88.00
10501444	43961	JONES, CHASE ANTHONY	754425207008	637 BENTON ST	166.00	5.00	171.00
10501458	403304	SIMMONS, ALLEN D	754425208010	542 BENTON ST	166.00	5.00	171.00
10501460	403307	TADLOCK, CLIFTON	754425208012	538 BENTON ST	166.00	5.00	171.00
10501471	403326	MAC INVESTMENTS INC	754425256003	219 HYDE AVE	166.00	5.00	171.00
10501475	424587	POORE, DOUGLAS-KIMBERLEY	754425256018	364 BENTON ST	166.00	5.00	171.00
10501482-1	403337	GUZMAN, ABEL	754425277011	338 BENTON ST	83.00	5.00	88.00
10501482-2	403337	GUZMAN, ABEL	754425277011	338 BENTON ST	83.00	5.00	88.00
10501483	403338	MALONE, WILLIAM G	754425277012	336 BENTON ST	166.00	5.00	171.00
10501488	403347	HODGE, DONNA	754425277018	300 BENTON ST	166.00	5.00	171.00
10501505	403373	KRT PROPERTIES INC	754425429027	220 BENTON ST	166.00	5.00	171.00
10501506	403373	KRT PROPERTIES INC	754425429028	214 BENTON ST	166.00	5.00	171.00
10501507	404867	ACME REAL ESTATE INC	754425429029	208 BENTON ST	166.00	5.00	171.00
10501528	403391	HAMMERS, GERALD L-BETTY A	754425201017	700 HARRISON ST	166.00	5.00	171.00
10501529	403393	HERMAN, WILLIAM R-LEONA M	754425201016	706 HARRISON ST	83.00	5.00	88.00
10501536	40382	LISA'S LEGACY LLC	754425201002	121 FLEMING AVE	83.00	5.00	88.00
10501538	32930	HOWELL, SARAH	754424456008	114 FLEMING AVE	166.00	5.00	171.00
10501542	403412	FRAGOSO, BRANDY J	754424456012	810 HARRISON ST	166.00	5.00	171.00
10501557	46256	SORENSEN, LESLEE J LIFE ESTATE	754424454005	924 HARRISON ST	166.00	5.00	171.00
10501561	40146	INTEGRAL TRUST	754424455028	219 MILLARD ST	166.00	5.00	171.00
10501594	43829	PESTER, CODY-DENISE	754424410011	128 MORGAN ST	166.00	5.00	171.00
10501597	403502	WARNEKE, DEBORAH A	754424452001	1119 HARRISON ST	83.00	5.00	88.00
10501602	403511	BARRETT, GAYLE W	754424452006	1103 HARRISON ST	83.00	5.00	88.00
10501606	403519	SANDERS, JANELLE SUE	754424452015	228 JORDAN ST	166.00	5.00	171.00
10501611	101233	MAC INVESTMENTS INC	754424455008	1017 HARRISON ST	166.00	5.00	171.00
10501622	403545	SWANEK, NICHLOAS	754424455026	211 MILLARD ST	166.00	5.00	171.00
10501627	36683	HARRILL, JACOB A-MORGAN R	754424455025	905 HARRISON ST	166.00	5.00	171.00
10501638	403572	REYNOLDS, TRAVIS L	754424457009	214 FLEMING AVE	166.00	5.00	171.00
10501641	29346	MANZER, JEFFREY ALAN-EVELYN LIZETH NAVAR	754424457016	314 FLEMING AVE	166.00	5.00	171.00
10501642	24119	TICHOTA, JAMES	754424457011	222 FLEMING AVE	166.00	5.00	171.00
10501646	17706	GARVEY, JEFFERY LYNN-TAMI LYNN	754424457018	318 FLEMING AVE	83.00	5.00	88.00
10501663	403620	MCENTEE, PENNY	754424481002	827 FILMORE AVE	166.00	5.00	171.00
10501669	41026	JORDAN, TRENTON LEVI	754425226006	427 FLEMING AVE	83.00	5.00	88.00
10501671	403635	HOAG, JERRY	754425226004	421 FLEMING AVE	166.00	5.00	171.00
10501674	24161	FELLER, JESSICA	754425226001	405 FLEMING AVE	166.00	5.00	171.00
10501683	403655	FORRESTER, KEITH	754425205008	223 FLEMING AVE	83.00	5.00	88.00
10501712	15068	M R C G LLC	754424411006	615 ELLIOTT ST	83.00	5.00	88.00
10501717	16997	RAUS, TONYA J	754424408009	616 ELLIOTT ST	83.00	5.00	88.00
10501720	403719	GUSTIN, KEITH B-JUDY L	754424408013	1310 MARSHALL AVE	166.00	5.00	171.00
10501731	32817	BUCKINGHAM, ANNA	754424405007	1414 MARSHALL AVE	166.00	5.00	171.00
10501741	403757	PRIBYL, MICHAEL R-LUCY ANN	754424402011	226 WARREN ST	83.00	5.00	88.00
10501744	23288	ORTMAN, CHARLES	754424402014	1500 GRAND AVE	166.00	5.00	171.00
10501745	45306	ROUSE, JASON E	754424402008	1516 GRAND AVE	83.00	5.00	88.00
10501754	403780	JONES, JOHN M	754424228010	310 STEVEN CIR	83.00	5.00	88.00
10501759	41789	GRACE, MANDY JO	754424228015	336 STEVEN CIR	166.00	5.00	171.00
10501772	403812	JARRELL, JENNIFER	754424229003	313 STEVEN CIR	166.00	5.00	171.00
10501792	403847	POWERS, JASON D-JODIE C	754424277003	317 N SIERRA DR	166.00	5.00	171.00
10501813	413879	VALDEZ, RUBEN F - ELIZABETH M	754424280001	463 S SIERRA DR	83.00	5.00	88.00
10501822	403902	VERSACI, CAROL	754424278004	407 S SIERRA DR	166.00	5.00	171.00
10501832	407394	SMITH, ALAN LEE	754424278013	408 TRAIL RIDGE ST	166.00	5.00	171.00
10501838	33001	RODRIGUEZ, PRISCILLA SANCHEZ	754424278019	436 TRAIL RIDGE ST	83.00	5.00	88.00

10501848	42420	ELM GROUP LLC	754424427004	28 CRESTWOOD DR	166.00	5.00	171.00
10501850	16094	AVEY, DILLARD C-JACQUIE M	754424427006	40 CRESTWOOD DR	83.00	5.00	88.00
10501868	403981	REIKOFSKI, THOMAS	754424429004	542 TRAIL RIDGE ST	63.00	5.00	68.00
10501869	403983	PECK, RONALD J - DONNA J	754424429005	550 TRAIL RIDGE ST	83.00	5.00	88.00
10501882	404007	LEE, GERALD T JR - LISA M	754424279004	421 TRAIL RIDGE ST	166.00	5.00	171.00
10501891	44877	RANNEY, KYLE J-KAYLEEN A	754424279015	334 WARREN ST	166.00	5.00	171.00
10501908	29167	KRITENBRINK, DENISE	754424429006	446 MT VERNON AVE	166.00	5.00	171.00
10501913	39043	SCALES, PATRICK LELAND	754424429011	474 MT VERNON AVE	166.00	5.00	171.00
10501918	21008	MCMULLEN, JONATHON	754424428009	455 MT VERNON AVE	83.00	5.00	88.00
10501933	404099	LAWTON, GEORG- KIM	754424409010	524 ELLIOTT ST	166.00	5.00	171.00
10501936	39005	ALDREDGE, MICHAELA	754424428005	504 ELLIOTT ST	166.00	5.00	171.00
10501942	404116	BILLINGS, JASON S-LORA A	754424430011	411 ELLIOTT ST	166.00	5.00	171.00
10501949	33198	MEYERRING, ALYSSA-DOUGLAS, TROY	754424476004	1112 JIM BROWN PKWY	83.00	5.00	88.00
10501952	404132	CHRISTIANS, JAY D-TEGWIN M	754424476007	1100 JIM BROWN PKWY	83.00	5.00	88.00
10501970	401160	DARRINGTON, SHAWN - AMY K	754424477010	1007 JIM BROWN PKWY	166.00	5.00	171.00
10501983	43962	ALVARADO, GUADALUPE A	754424430006	455 ELLIOTT ST	166.00	5.00	171.00
10501987	20147	BYERS, SHAUNA	754424430002	471 ELLIOTT ST	166.00	5.00	171.00
10501988	18598	HARTMANN, DAVID A	754424430001	507 ELLIOTT ST	166.00	5.00	171.00
10502028	111286	ALLMON, KRISTIN	754425338039	524 OAKLAND AVE	166.00	5.00	171.00
10502031	38158	CHAMBERLAIN, TERESA	754425338036	600 OAKLAND AVE	166.00	5.00	171.00
10502034	47024	BVV EXCHANGE LLC	754425338044	624 OAKLAND AVE	78.00	5.00	83.00
10502040	40039	GREEN LIGHT VENTURES LLC	754425339001	312 LAFAYETTE AVE	166.00	5.00	171.00
10502053	31053	DOWNING, SHANE - MEGAN	754425340009	356 SHERMAN AVE	166.00	5.00	171.00
10502059	404291	RIEF, DENNIS A-MARJORIE E	754425401016	324 SHERMAN AVE	166.00	5.00	171.00
10502072	404315	ECKERT, BARBARA A	754425402001	345 SHERMAN AVE	166.00	5.00	171.00
10502075	405379	TUCKER, MITCHELL T-CYNTHIA A	754425341003	519 OAKLAND AVE	166.00	5.00	171.00
10502079	39714	PETERSEN, TAMMIE S	754425402012	348 LAWTON TER	83.00	5.00	88.00
10502083	33025	FLOERKE, VICTORIA	754425402016	332 LAWTON TER	166.00	5.00	171.00
10502102	404363	LONG, MARIA	754425404018	208 FLETCHER AVE	166.00	5.00	171.00
10502107	900009	ALKIRE, TIMOTHY A-NANCY E	754425458001	295 OAKLAND AVE	166.00	5.00	171.00
10502111	28821	LOKEY, THERESA	754425458003	221 OAKLAND AVE	166.00	5.00	171.00
10502113	111667	ENGEBERG, VERNON L-RICKY A	754425458008	205 OAKLAND AVE	83.00	5.00	88.00
10502114	404378	MCKEIGHAN, TIM A	754425458009	203 OAKLAND AVE	166.00	5.00	171.00
10502126	29641	NEWBURY, MARIA	754425405006	236 N 2ND ST	166.00	5.00	171.00
10502128	407627	NEIGHBORS, FELISHA	754425405004	246 N 2ND ST	166.00	5.00	171.00
10502129	423253	TANNER, SUZANNE K	754425404009	318 N 2ND ST	166.00	5.00	171.00
10502158	404444	CLARK, EDWARD	754425407016	132 COLFAX ST	83.00	5.00	88.00
10502182	403105	E J C O LLC	754425409016	303 ELDER ST	166.00	5.00	171.00
10502227	44591	HUCKINS, MARSHALL J	754425427010	227 N 1ST ST	83.00	5.00	88.00
10502230	404539	NEUN, RENE A	754425427013	209 N 1ST ST	166.00	5.00	171.00
10502232	44740	NORRIS, DYLAN	754425427015	201 N 1ST ST	166.00	5.00	171.00
10502252	41753	EHRENFRIED, GARRETT CHRISTIAN	754425427020	292 HARRISON ST	166.00	5.00	171.00
10502254	35541	FEDERAL NATIONAL MORTGAGE ASSN	754425427018	300 HARRISON ST	166.00	5.00	171.00
10502257	40848	BARTELT, SARAH	754425253006	306 HARRISON ST	166.00	5.00	171.00
10502259	107813	KAYL, JESSE R	754425253003	9 HALL ST	166.00	5.00	171.00
10502261	41751	WILLIAMS, BETH LUANN	754425252009	6 HALL ST	166.00	5.00	171.00
10502280	404605	TICHOTA, ANTHONY H	754425251009	416 HARRISON ST	166.00	5.00	171.00
10502292	22365	BEAUCHAMP, JENNIFER L-WILLOX, LEOPOLDO	754425204008	608 HARRISON ST	166.00	5.00	171.00
10502298	33908	JESKE, MATTHIAS	754425204002	5 LAINSON AVE	166.00	5.00	171.00
10502304	39533	SYTSMA, AMY	754425202010	14 LAINSON AVE	83.00	5.00	88.00
10502306	44016	STOREY, PHILIP S	754425202012	20 LAINSON AVE	166.00	5.00	171.00
10502307	44016	STOREY, PHILIP S	754425202013	24 LAINSON AVE	166.00	5.00	171.00
10502327	16440	WATKINS, CHELSEY	754425205027	318 MCGEE AVE	166.00	5.00	171.00
10502330	41588	DOLLEN & ASSOCIATES LLC	754425226007	400 MCGEE AVE	166.00	5.00	171.00
10502331	24171	VORTHMANN, DANIELLE-MITCHELL	754425226008	406 MCGEE AVE	166.00	5.00	171.00
10502347	404716	BORWICK, DAVE A	754425206001	661 HARRISON ST	166.00	5.00	171.00
10502349	404721	FRITCHER, JEREMY J	754425206004	657 HARRISON ST	166.00	5.00	171.00
10502354	404729	MALLORY, WILLIAM SCOTT	754425206010	629 HARRISON ST	26.00	5.00	31.00
10502359	42557	HERNANDEZ, HECTOR	754425206016	603 HARRISON ST	166.00	5.00	171.00
10502368	404754	SPENCER, JOHN P	754425254002	515 HARRISON ST	166.00	5.00	171.00
10502370	402115	VALLY VIEW HOLDINGS LLC	754425256001	421 HARRISON ST	83.00	5.00	88.00

10502370-1	402115	VALLY VIEW HOLDINGS LLC	754425256001	421 HARRISON ST	83.00	5.00	88.00
10502371	404756	VALLEY VIEW HOLDINGS LLC	754425256005	391 HARRISON ST	83.00	5.00	88.00
10502373	404759	CHRISTENSEN, FRED	754425256007	385 HARRISON ST	166.00	5.00	171.00
10502380	36286	LUKOWSKI, JASMINE M	754425256014	363 HARRISON ST	43.00	5.00	48.00
10502381	404769	WILDRICK, JOSEPH G	754425256015	361 HARRISON ST	166.00	5.00	171.00
10502382	42898	SCHMIDT, BARRY	754425277001	359 HARRISON ST	166.00	5.00	171.00
10502386	429126	BOWMAN, KIM	754425277005	329 HARRISON ST	166.00	5.00	171.00
10502392	16737	HERBST, BETH	754425278002	307 HARRISON ST	83.00	5.00	88.00
10502394	400601	MAC INVESTMENTS INC	754425429001	303 HARRISON ST	166.00	5.00	171.00
10502406	36776	BYERS JR, LYNDON	754425429014	213 HARRISON ST	166.00	5.00	171.00
10502422	41850	CARRILLO, ALBERTO PABLO	754425387013	737 MYNSTER ST	42.00	5.00	47.00
10502430	39911	FULTON, ORINA H III	754425384012	732 MYNSTER ST	166.00	5.00	171.00
10502444	23078	LUPO, NICHOLAS	754425384022	700 MYNSTER ST	166.00	5.00	171.00
10502445	23078	LUPO, NICHOLAS	754425384022	104 N 7TH ST	166.00	5.00	171.00
10502446	23078	LUPO, NICHOLAS	754425384022	106 N 7TH ST	166.00	5.00	171.00
10502451	28366	ACE CONTRACTORS INC	754425385003	625 W WASHINGTON AVE	166.00	5.00	171.00
10502453	103485	MCCONNELL, CRAIG A-TINA A	754425385002	111 N 7TH ST	166.00	5.00	171.00
10502461	43028	POFF, STERLING	754425384006	727 W WASHINGTON AVE	166.00	5.00	171.00
10502467	31349	MACIAS GOMEZ, PEDRO	754425356005	750 W WASHINGTON AVE	166.00	5.00	171.00
10502470	400600	MAC INVESTMENTS INC	754425380006	744 W WASHINGTON AVE	166.00	5.00	171.00
10502482	24787	JACKSON, TEMPEST	754425381015	710 W WASHINGTON AVE	79.00	5.00	84.00
10502484	24125	BRYEN, CHRISTEENA	754425381017	700 W WASHINGTON AVE	166.00	5.00	171.00
10502491	20293	RIOS, JUAN CHINO	754425382022	604 W WASHINGTON AVE	83.00	5.00	88.00
10502494	404874	MEDINA-MARTINEZ, JOSE	754425383006	546 W WASHINGTON AVE	166.00	5.00	171.00
10502497	408164	NAVONE, PAUL A	754425455006	309 SCOTT ST	166.00	5.00	171.00
10502524	401273	L-T PROPERTIES	754425382012	615 MILL ST	166.00	5.00	171.00
10502527	31322	LEVEL UP HOME PROS INC	754425382006	621 MILL ST	83.00	5.00	88.00
10502539	404910	CLAUSEN, DENNIS E	754425380004	741 MILL ST	166.00	5.00	171.00
10502542	404916	L T STANDING	754425380001	747 MILL ST	166.00	5.00	171.00
10502543	404919	ROTHLISBERGER, JEFFREY K	754425356004	755 MILL ST	166.00	5.00	171.00
10502544	39567	CALVILLO, ALBERTO	754425316004	758 MILL ST	83.00	5.00	88.00
10502547	101233	MAC INVESTMENTS INC	754425330006	748 MILL ST	166.00	5.00	171.00
10502550	404932	LOPEZ, GUADALUPE L	754425330009	742 MILL ST	166.00	5.00	171.00
10502554	406578	MARTIN, ANDREW J-COLETTE A	754425330001	757 AVENUE D	166.00	5.00	171.00
10502557	404940	ESPENOSA, MARSHA	754425313007	764 AVENUE D	166.00	5.00	171.00
10502561	23347	JENSEN, MATTHEW T	754425329012	746 AVENUE D	166.00	5.00	171.00
10502572	403105	E J C O LLC	754425328006	726 AVENUE E	166.00	5.00	171.00
10502576	404963	WILSON, DOUGLAS	754426203009	1314 N 17TH ST	166.00	5.00	171.00
10502579	404969	GAHM, ALTA	754425328007	512 CURTIS ST	101.00	5.00	106.00
10502592	21397	HENDRIX, TRACY	754425327005	614 CURTIS ST	83.00	5.00	88.00
10502604	405002	DYNEK, TERESA	754425336001	331 N 7TH ST	166.00	5.00	171.00
10502605	36013	REYES, ARIEL-KIMBERLY	754425336002	329 N 7TH ST	166.00	5.00	171.00
10502607	38921	ROTHLISBERGER, JEFFREY KEITH	754425336004	319 N 7TH ST	166.00	5.00	171.00
10502612	405013	EDWARDS, JOHN N-MARSHA C	754425377007	624 MILL ST	83.00	5.00	88.00
10502624	31410	MONTANEZ, JOSE	754425337002	325 WILLIAMS ST	166.00	5.00	171.00
10502636	405043	SCHULER, WAYNE	754425335012	414 N 6TH ST	166.00	5.00	171.00
10502640	405051	BYERINK, WILLIAM A	754425338002	619 N 6TH ST	166.00	5.00	171.00
10502641	405053	JAMES, BUDDY R	754425338003	611 N 6TH ST	166.00	5.00	171.00
10502643	31189	MCKEON, ALEX	754425338005	601 N 6TH ST	166.00	5.00	171.00
10502644	101233	MAC INVESTMENTS INC	754425338006	533 N 6TH ST	166.00	5.00	171.00
10502652	405074	MOORE, JEFFREY ALAN	754425338018	405 N 6TH ST	166.00	5.00	171.00
10502654	400601	MAC INVESTMENTS INC	754425338021	333 N 6TH ST	166.00	5.00	171.00
10502655	19754	JORGENSEN, CHANCE W-MARTHA L	754425338024	325 N 6TH ST	166.00	5.00	171.00
10502661	41103	G S E LLC	754425359008	816 AVENUE A	166.00	5.00	171.00
10502669	405089	HARTMANN, TERESA	754425359004	813 AVENUE B	166.00	5.00	171.00
10502693	405122	SMITH, JOHN A	754425315002	319 N 9TH ST	166.00	5.00	171.00
10502712	42594	BAMK PROPERTIES	754425312006	809 AVENUE E	63.00	5.00	68.00
10502719	405156	CAREY, DAN R - BRENDA K	754425308013	504 N 9TH ST	166.00	5.00	171.00
10502731	405171	BEAVER, RONALD L	754425311009	420 N 9TH ST	166.00	5.00	171.00
10502745	42444	LEGACY RENOVATIONS LLC	754425314008	322 N 9TH ST	166.00	5.00	171.00
10502746	416018	NICHOLSON, JOSEPH	754425314009	312 N 9TH ST	83.00	5.00	88.00

10502748	45145	LM-F INVESTMENTS LLC	754425351006	908 AVENUE C	166.00	5.00	171.00
10502762	405208	BRUMMER, JULIE M	754425354009	915 AVENUE C	166.00	5.00	171.00
10502763	412258	LITTLETON, JEAN L	754425354010	911 AVENUE C	166.00	5.00	171.00
10502765	41542	RUIZ, CARLOS	754425354012	212 N 9TH ST	83.00	5.00	88.00
10502769	36464	SHANAHAN, CATHERINE	754425354014	910 AVENUE B	83.00	5.00	88.00
10502770	405220	ROOKER, HEIDI L	754425354013	914 AVENUE B	166.00	5.00	171.00
10502773	405225	RING, BRIAN D SR-JUDY K	754425358001	113 N 10TH ST	83.00	5.00	88.00
10502796	22427	ARELLANO, MARTIN	754425362005	917 AVENUE A	166.00	5.00	171.00
10502800	40177	PIKSCHUS, RIVER-THERESA	754425362009	903 AVENUE A	83.00	5.00	88.00
10502809	40962	TIERNEY, PATRICK-JANELLE	754425179001	629 OAKLAND DR	83.00	5.00	88.00
10502818	405291	BELT, WADE L-REBECCA L	754425178016	600 OAKLAND DR	166.00	5.00	171.00
10502823	42588	HUNT VENTURES LLC	754425182010	512 OAKLAND DR	83.00	5.00	88.00
10502831	405312	CAMPBELL, STANTON	754425185009	907 OAK PARK RD	166.00	5.00	171.00
10502832	31078	RAUS, TARA	754425185008	945 OAK PARK RD	166.00	5.00	171.00
10502846	405341	DESANTIAGO, MICHAEL S - AMBER D	754425130002	1223 OAK PARK RD	83.00	5.00	88.00
10502867	405380	DONER, PATRICIA	754425184004	944 HOCKENBERRY LN	166.00	5.00	171.00
10502892	42210	FRINGER, MICHAEL D	754425177008	632 ROOSEVELT AVE	83.00	5.00	88.00
10502910	405456	MILSTEAD, JACQUELINE M	754425128016	1177 CRESCENT DR	166.00	5.00	171.00
10502935	21825	GRUBBS, MARK	754425127009	1127 MILITARY AVE	166.00	5.00	171.00
10502954	32838	MINOR, SHEA MICHAEL	754425176001	1120 MILITARY AVE	83.00	5.00	88.00
10502963	405550	LARAMEY, STEPHANIE C	754425177007	908 MILITARY AVE	166.00	5.00	171.00
10502971	39208	STURM, LESLEE KAY	754425177016	611 WILSON AVE	83.00	5.00	88.00
10502973	44936	HOUSEMAN, ARICA	754425176010	606 WILSON AVE	83.00	5.00	88.00
10502981	40962	TIERNEY, PATRICK-JANELLE	754425157005	1025 N 8TH ST	83.00	5.00	88.00
10503007	36629	WINN, WILMOR H-WINIFRED A	754424352015	715 PARKWILD DR	166.00	5.00	171.00
10503016	405635	MCCLAIN, JUDY K	754424379006	503 PARKWILD DR	166.00	5.00	171.00
10503027	36606	RINNE, KAREY	754424328005	211 PARKWILD DR	83.00	5.00	88.00
10503037	110914	THOMPSON, EDWARD M	754424352003	757 PARKWILD DR	166.00	5.00	171.00
10503047	405695	LEHNEN, NYLES R	754424376014	504 PARKWILD DR	166.00	5.00	171.00
10503057	405711	LICH, ROBERT J - MICHELLE A	754425102006	1318 N 8TH ST	83.00	5.00	88.00
10503064	28092	RAETHER, NICHOLAS A	754425103013	913 AVENUE L	166.00	5.00	171.00
10503076	405146	PRICE, SUSAN	754425152012	912 AVENUE I	166.00	5.00	171.00
10503081	405754	R G M ENTERPRISES LLC	754425152021	820 AVENUE I	166.00	5.00	171.00
10503095	21152	JENSEN, STEPHEN	754425160004	711 N 8TH ST	166.00	5.00	171.00
10503098	405778	RATASHAK, CAROL L	754425310001	525 N 8TH ST	83.00	5.00	88.00
10503117	42267	STEEVES, JORDAN-KATHERINE	754425360003	111 N 8TH ST	166.00	5.00	171.00
10503119	405847	NORTH EIGHT ST CBIA LLC	754425364004	29 N 8TH ST	166.00	5.00	171.00
10503123	29044	EDWARDS, NICHELLE	754425359012	108 N 8TH ST	166.00	5.00	171.00
10503130	405808	EMERT, CHERYL D	754425312014	410 N 8TH ST	166.00	5.00	171.00
10503132	42115	RANGEL, LUIS HERNANDEZ	754425309014	512 N 8TH ST	166.00	5.00	171.00
10503140	405819	ANDERSON, CHAD A	754425155001	815 N 9TH ST	166.00	5.00	171.00
10503141	36758	ANDERSON, COOPER DEAN	754425153017	814 N 9TH ST	83.00	5.00	88.00
10503144	405827	CARUSO, STEVEN M	754425153006	913 AVENUE I	166.00	5.00	171.00
10503146	405831	MAC INVESTMENTS INC	754425153004	917 AVENUE I	166.00	5.00	171.00
10503150	20155	BERGMAN, NICOLE	754425153008	926 AVENUE H	166.00	5.00	171.00
10503155	42819	BRAYMAN, TREVOR SCOTT	754425153019	902 AVENUE H	83.00	5.00	88.00
10503170	412035	BELL, AARON M-AMBER K	754425305003	911 AVENUE G	166.00	5.00	171.00
10503175	405865	CONSTANT, RANDY M	754425305010	908 AVENUE F	166.00	5.00	171.00
10503181	41059	VARGAS, ROGER GARCIA-CLAUDIA	754425309003	821 AVENUE F	166.00	5.00	171.00
10503213	405912	GORE, ROBERT DUANE	754426491003	1121 AVENUE B	166.00	5.00	171.00
10503218	41712	BP HOMES LLC	754426492002	1123 AVENUE A	166.00	5.00	171.00
10503219	41712	BP HOMES LLC	754426492001	1125 AVENUE A	166.00	5.00	171.00
10503224	40177	PIKSCHUS, RIVER-THERESA	754426284010	1316 AVENUE H	166.00	5.00	171.00
10503225	405922	MAC INVESTMENTS INC	754426285007	1301 AVENUE H	166.00	5.00	171.00
10503236	406578	MARTIN, ANDREW J-COLETTE A	754426260007	1603 AVENUE H	166.00	5.00	171.00
10503247	405954	WAKEHOUSE, WAYNE-JOYCE	754426254004	1710 AVENUE H	23.00	5.00	28.00
10503248	405955	ESPINOZA, MARTIN	754426255001	1717 AVENUE H	166.00	5.00	171.00
10503254	40863	OLIVARES, YESENIA	754426260001	731 N 17TH ST	166.00	5.00	171.00
10503264	405982	SMITH, KENNETH	754426259001	1633 AVENUE I	166.00	5.00	171.00
10503266	405984	HIEB, HEATHER L	754426258007	1626 AVENUE I	166.00	5.00	171.00
10503267	406940	SABATKA, GERARD A TRUST	754426258008	1620 AVENUE I	106.00	5.00	111.00

10503288	406019	FARHO, ARTHUR L	754426266006	1410 AVENUE J	166.00	5.00	171.00
10503311	30876	KATZENSTEIN, ADAM RAY	754426256001	1624 AVENUE K	83.00	5.00	88.00
10503322	406788	SULLEY, JAKE	754426262003	1517 AVENUE K	83.00	5.00	88.00
10503330	38147	TINA POLLY REAL ESTATE LLC	754426266003	1413 AVENUE K	166.00	5.00	171.00
10503378	44076	EVENS, WAYNE E-KELLIE J	754426203012	1716 AVENUE M	83.00	5.00	88.00
10503389	406151	HANISCH, SERENA	754426209004	1619 AVENUE M	83.00	5.00	88.00
10503399	406163	GRAY, JIM	754426227002	1220 N 14TH ST	83.00	5.00	88.00
10503400	406166	FLINK, CHERYL	754426216010	1416 AVENUE M	83.00	5.00	88.00
10503411	112120	ALVARADO, JUAN R	754426203008	1318 N 17TH ST	83.00	5.00	88.00
10503412	406174	MILLAGE, KRISTY	754426203010	1717 AVENUE N	166.00	5.00	171.00
10503437	18266	KLOTZ, DANIEL-TRESA	754426207009	1419 N 17TH ST	166.00	5.00	171.00
10503438	32792	CARL, TREVOR D	754426207002	1623 AVENUE O	83.00	5.00	88.00
10503560	406236	WILSON, LORI L	754426370003	19 S 21ST ST	166.00	5.00	171.00
10503564	24068	JOHNSON, TROY	754435103006	24 S 21ST ST	166.00	5.00	171.00
10503598	31276	CHRISTENSEN, TAYLOR	754427481009	2409 AVENUE A	166.00	5.00	171.00
10503600	406264	MAC INVESTMENTS INC	754427481011	2403 AVENUE A	166.00	5.00	171.00
10503601	402905	B D RENTALS LLC	754427481012	2401 AVENUE A	166.00	5.00	171.00
10503609	406272	MCCABE, RICKY ALLEN-JULIE ANN	754426359003	2219 AVENUE A	166.00	5.00	171.00
10503612	404867	ACME REAL ESTATE INC	754426359006	2203 AVENUE A	166.00	5.00	171.00
10503618	45391	3B1G RE LLC	754426364005	2123 AVENUE A	166.00	5.00	171.00
10503639	406311	HOLLESEN, NORMAN	754426458004	1615 AVENUE A	166.00	5.00	171.00
10503662	402905	B D RENTALS LLC	754426462013	1504 AVENUE A	166.00	5.00	171.00
10503671	44781	PETERS, HUNTER	754426457011	1634 AVENUE A	166.00	5.00	171.00
10503673	406340	DAVIS, DAVID WAYNE	754426453007	1700 AVENUE A	73.00	5.00	78.00
10503682	16041	MESSMORE, DANNY	754426388017	1738 AVENUE A	166.00	5.00	171.00
10503686	406356	STEPHENS, ANGELA - BOB	754426388013	1816 AVENUE A	166.00	5.00	171.00
10503700	406381	PARKER, BOBBIE J	754426368006	2026 AVENUE A	166.00	5.00	171.00
10503702	33663	V B ONE LLC	754426368004	2040 AVENUE A	80.00	5.00	85.00
10503709	406393	CALLAGHAN, MICHAEL J	754426363013	2130 AVENUE A	83.00	5.00	88.00
10503713	112648	CHATTERTON, MICHAEL T-PENNY J	754426358011	2206 AVENUE A	166.00	5.00	171.00
10503726	33802	PHAN, MINH	754427479017	2412 AVENUE A	166.00	5.00	171.00
10503733	30307	DOLEZAL, SHERRY L	754427480002	2555 AVENUE A	166.00	5.00	171.00
10503740	406433	ETHERINGTON, ELIZABETH M	754427456002	2643 AVENUE A	166.00	5.00	171.00
10503763	29152	BELFURY INVESTMENTS GROUP LLC	754427383003	2929 AVENUE A	166.00	5.00	171.00
10503767	42461	BOUDREAU RIGG PROPERTIES LLC	754427382008	3003 AVENUE A	166.00	5.00	171.00
10503769	403083	SORIA, ANDRES	754427382006	3007 AVENUE A	166.00	5.00	171.00
10503793	33443	HANSON, ANDREW	754427355007	3301 AVENUE A	83.00	5.00	88.00
10503794	101233	MAC INVESTMENTS INC	754427355006	3303 AVENUE A	166.00	5.00	171.00
10503801	30584	HIERS, BRITTANY	754428487002	3331 AVENUE A	166.00	5.00	171.00
10503814	401274	L T STANDING LTD	754428459005	3535 AVENUE A	166.00	5.00	171.00
10503834	31346	WALTER, BREEANN	754428455025	3612 AVENUE A	83.00	5.00	88.00
10503845	13964	PECKHAM INVESTMENTS LLC	754428456010	3530 AVENUE A	83.00	5.00	88.00
10503852	406575	GREENE, JAMES	754428483019	3446 AVENUE A	166.00	5.00	171.00
10503864	406596	WATKINS, JAMES E-JOANNE M	754428484007	3326 AVENUE A	83.00	5.00	88.00
10503866	408106	BEST PRICE HOMEBUYERS LLC	754427353016	3322 AVENUE A	166.00	5.00	171.00
10503868	406604	BUSHMAN, REBECCA A	754427353018	3308 AVENUE A	83.00	5.00	88.00
10503869	19614	HORTON, MARISSA	754427353019	3306 AVENUE A	166.00	5.00	171.00
10503870	406607	WEBER, PETER L-TOMI J	754427353020	3304 AVENUE A	166.00	5.00	171.00
10503871	33663	V B ONE LLC	754427353021	3300 AVENUE A	166.00	5.00	171.00
10503875	33663	V B ONE LLC	754427353025	3218 AVENUE A	166.00	5.00	171.00
10503888	36372	PETERS, DAVID T	754427354023	3110 AVENUE A	166.00	5.00	171.00
10503895	406651	BAXTER, ROXANNE M	754427379015	3014 AVENUE A	166.00	5.00	171.00
10503914	404781	RAYBURN RENTALS LLC	754427453021	2736 AVENUE A	166.00	5.00	171.00
10503915	406675	WUESTEFELD, DAVID A JR	754427453022	2732 AVENUE A	83.00	5.00	88.00
10503916	44756	ALI, FAISAL	754427453023	2728 AVENUE A	83.00	5.00	88.00
10503925	16515	SALES, DWIGHT S-AUSTIN D	754427478019	2556 AVENUE A	166.00	5.00	171.00
10503927	406688	WILLS, LUCAS C	754427478021	2546 AVENUE A	166.00	5.00	171.00
10503929	406692	SASSMAN, DORA LEA	754427478023	2528 AVENUE A	166.00	5.00	171.00
10503930	45328	WEST, STEPHANIE	754427478024	2526 AVENUE A	83.00	5.00	88.00
10503935	101233	MAC INVESTMENTS INC	754427478030	2504 AVENUE A	166.00	5.00	171.00
10503942	33663	V B ONE LLC	754427479005	2415 AVENUE B	83.00	5.00	88.00

10503962	406736	KIRBY, ROBERT-WILLIAM	754426363008	2109 AVENUE B	166.00	5.00	171.00
10503968	40133	GENESIS HOLDING 2 LLC	754426378001	2025 AVENUE B	83.00	5.00	88.00
10503973	406749	SMITH, GLENN E II	754426378006	2001 AVENUE B	83.00	5.00	88.00
10503977	406756	PETERSON, HUBERT JAMES-SONJA T	754426383005	1903 AVENUE B	62.00	5.00	67.00
10503985	43973	CHAU, SYDNEY	754426388009	1731 AVENUE B	83.00	5.00	88.00
10503992	406780	MENDOZA, MICHAEL J-JOYCE E	754426457004	1615 AVENUE B	166.00	5.00	171.00
10503997	406786	MARCO, ANTHONY	754426462004	1519 AVENUE B	83.00	5.00	88.00
10504013	45987	ARIO GROUP LLC	754426480012	1302 AVENUE B	166.00	5.00	171.00
10504015	406813	MAC INVESTMENTS INC	754426480010	1312 AVENUE B	166.00	5.00	171.00
10504016	22536	THOMPSON, CLIFFORD-ANGELA	754426480009	1316 AVENUE B	166.00	5.00	171.00
10504028	401071	MAC INVESTMENTS INC	754426461009	1518 AVENUE B	166.00	5.00	171.00
10504030	45988	B R C HOME STAGING LLC	754426461007	1522 AVENUE B	166.00	5.00	171.00
10504031	41714	STEVENS, DANNY S	754426461006	1524 AVENUE B	166.00	5.00	171.00
10504039	43777	IBARRA, ALONDRA	754426452005	1712 AVENUE B	166.00	5.00	171.00
10504058	19444	ARROYO-AVALOS, BLANCA	754426377009	2018 AVENUE B	83.00	5.00	88.00
10504064	41682	MELENA, NANCY LOPEZ	754426362018	208 N 21ST ST	166.00	5.00	171.00
10504065	43985	SMITH, KENNETH FORREST	754426362019	2100 AVENUE B	83.00	5.00	88.00
10504071	406888	RIEF, TERRY	754426362012	2124 AVENUE B	166.00	5.00	171.00
10504076	36689	RANDALL, DANIEL P	754426357011	2208 AVENUE B	83.00	5.00	88.00
10504090	41342	DURAN, GARY MANUEL	754427477013	2408 AVENUE B	166.00	5.00	171.00
10504091	406919	TACKETT, ELDEN D	754427477012	2410 AVENUE B	166.00	5.00	171.00
10504097	406931	YILMAZ, LISA	754427478011	2527 AVENUE B	166.00	5.00	171.00
10504098	33323	CARMAN, GABRIELLE	754427478010	2531 AVENUE B	83.00	5.00	88.00
10504101	101233	MAC INVESTMENTS INC	754427478007	2543 AVENUE B	166.00	5.00	171.00
10504132	38024	SKOL RENTALS LLC	754427453002	2755 AVENUE B	166.00	5.00	171.00
10504134	406980	TROUTNER, TERRY L JR	754427380009	114 N 29TH ST	166.00	5.00	171.00
10504135	406982	HANSEN, RICHARD	754427380008	116 N 29TH ST	166.00	5.00	171.00
10504140	14682	MAGERS, COLTON-ERICA L	754427380003	2929 AVENUE B	166.00	5.00	171.00
10504141	406994	ZUELSDORF, ERIC C	754427380002	2933 AVENUE B	166.00	5.00	171.00
10504145	407000	BURGER, DEBBIE	754427379008	116 N 30TH ST	83.00	5.00	88.00
10504158	407022	REID, GERALD JOSEPH SR	754427354008	3121 AVENUE B	166.00	5.00	171.00
10504159	407024	GONZALEZ, MAGALI	754427354007	3129 AVENUE B	166.00	5.00	171.00
10504166	33026	SANCHEZ DE SANABRIA, ALEJANDRA B	754427353014	114 N 32ND ST	83.00	5.00	88.00
10504173	407042	ESPARZA, CESAR D	754427353010	3221 AVENUE B	83.00	5.00	88.00
10504187	407064	COOK, THOMAS F SR-SANDRA L	754428483011	3419 AVENUE B	83.00	5.00	88.00
10504191	407071	BALAGNA, MANAS L	754428483007	3435 AVENUE B	166.00	5.00	171.00
10504195	407078	YRKOSKI, DAVID A	754428483003	3453 AVENUE B	83.00	5.00	88.00
10504209	402905	B D RENTALS LLC	754428456003	3549 AVENUE B	166.00	5.00	171.00
10504218	27975	MCCOY, GLEN A	754428455008	3625 AVENUE B	166.00	5.00	171.00
10504228	407131	EIDEM, KIMBERLY A	754428453016	3644 AVENUE B	166.00	5.00	171.00
10504234	407140	JACKSON, MELLISSA	754428453022	3620 AVENUE B	166.00	5.00	171.00
10504245	33196	FLOWERS, MITCHELL	754428454011	3542 AVENUE B	83.00	5.00	88.00
10504248	115551	FINK, JOHN A	754428479011	3526 AVENUE B	166.00	5.00	171.00
10504250	36384	BRINKLOW, CEM-DANISHA	754428479013	3522 AVENUE B	166.00	5.00	171.00
10504259	407184	MCENEARNEY, LEASIA L	754428480021	3446 AVENUE B	166.00	5.00	171.00
10504278	407217	BRITTON, RANDALL W- CHARICE K	754427351019	3300 AVENUE B	166.00	5.00	171.00
10504295	407245	DIAMOND, FLOYD E	754427376015	3010 AVENUE B	166.00	5.00	171.00
10504298	41379	SELFMADE LLC	754427377003	209 N 30TH ST	83.00	5.00	88.00
10504299	31086	CORRILL, ERIC-LORRAINE	754427377004	2934 AVENUE B	166.00	5.00	171.00
10504320	36068	LAMBERT, JUDY	754427451026	2714 AVENUE B	83.00	5.00	88.00
10504326	36711	BURGETT, WESLEY	754427452017	2652 AVENUE B	83.00	5.00	88.00
10504329	407291	MAC INVESTMENT INC	754427452020	2638 AVENUE B	166.00	5.00	171.00
10504342	37176	JONES, SUMMER M	754427476018	2552 AVENUE B	166.00	5.00	171.00
10504351	400600	MAC INVESTMENTS INC	754427476029	2508 AVENUE B	166.00	5.00	171.00
10504354	407326	CARLSON, GREG	754427477002	2421 AVENUE C	166.00	5.00	171.00
10504363	18575	STANFIELD, PARYN	754426352002	2317 AVENUE C	146.00	5.00	151.00
10504366	21361	LOGAN, JUSTEN	754426352005	2305 AVENUE C	166.00	5.00	171.00
10504371	407359	LEAR, TAMMI	754426357004	2215 AVENUE C	166.00	5.00	171.00
10504377	407372	LEHMER, STERLING-KAREN	754426362003	2129 AVENUE C	166.00	5.00	171.00
10504380	407377	JOHNSTON, MARY M	754426362006	2117 AVENUE C	166.00	5.00	171.00
10504383	407379	MASCHMEIER, JEREMY	754426362009	2101 AVENUE C	166.00	5.00	171.00

10504385	407381	MARLOWE, RICHARD T-MARSHA L	754426367002	2027 AVENUE C	83.00	5.00	88.00
10504391	37199	GRIMM, TRACY A	754426377005	2003 AVENUE C	166.00	5.00	171.00
10504395	46008	A W A TRUCK LINES LLC	754426382003	1919 AVENUE C	166.00	5.00	171.00
10504407	407417	PRUITT, TERRY	754426387008	1719 AVENUE C	83.00	5.00	88.00
10504412	407426	FEDOR, EMILY ARLYNE	754426456002	1623 AVENUE C	166.00	5.00	171.00
10504420	403105	E J C O LLC	754426466002	1427 AVENUE C	166.00	5.00	171.00
10504427	34692	CRUZ, FRANCISCO A	754426480004	1309 AVENUE C	83.00	5.00	88.00
10504431	400625	MOORE, RONALD	754426479005	1302 AVENUE C	166.00	5.00	171.00
10504434	24438	JOHNSON, MINDY J	754426479003	1314 AVENUE C	166.00	5.00	171.00
10504440	407456	BERGANTZEL, LELAND L-NANCY JO	754426465001	1430 AVENUE C	166.00	5.00	171.00
10504446	404949	GENESIS HOLDINGS 2 LLC	754426455005	1608 AVENUE C	83.00	5.00	88.00
10504451	43234	HUNT, BLAKE	754426410004	311 N 17TH ST	166.00	5.00	171.00
10504471	37199	GRIMM, TRACY A	754426376005	2008 AVENUE C	166.00	5.00	171.00
10504477	33563	KEITH, MYKAL J	754426366001	2042 AVENUE C	166.00	5.00	171.00
10504479	43897	VORTHMANN, BRYCE	754426361009	2102 AVENUE C	83.00	5.00	88.00
10504483	41138	RAYMOND, MAXWELL	754426361004	2126 AVENUE C	83.00	5.00	88.00
10504489	407528	EBLING, SHAWN - JENNIFER R	754426356005	2210 AVENUE C	166.00	5.00	171.00
10504495	42792	BLUM, COREY D	754426351005	2304 AVENUE C	166.00	5.00	171.00
10504499	407546	MARTINEZ, JENNIFER K	754426351001	2320 AVENUE C	166.00	5.00	171.00
10504500	407548	SORIA, FRANCISCO	754427435025	2400 AVENUE C	166.00	5.00	171.00
10504507	33843	RAYMER, RYAN	754427435018	2422 AVENUE C	83.00	5.00	88.00
10504513	33601	WOOD, DARYL-MISTY	754427476014	2505 AVENUE C	83.00	5.00	88.00
10504514	33962	STREETER, BRADLEY-SMITH, KRISTIAN	754427476013	2509 AVENUE C	166.00	5.00	171.00
10504515	407569	FIENHOLD, ALLAN Z-JOZEPH E	754427476012	2511 AVENUE C	83.00	5.00	88.00
10504519	18561	NORRIS, RACHEL SOONBOK	754427476007	2531 AVENUE C	166.00	5.00	171.00
10504524	407583	SALES, JODY	754427476002	2553 AVENUE C	166.00	5.00	171.00
10504530	24821	FREIBURGER, LAYCEE	754427452010	2615 AVENUE C	166.00	5.00	171.00
10504537	24282	STEVENSON, CASSANDRA	754427452003	2649 AVENUE C	166.00	5.00	171.00
10504538	39569	SINCLAIR, ARIEL D	754427452002	2653 AVENUE C	166.00	5.00	171.00
10504548	44084	GARCIA, ELIJAH-MADELYN	754427451007	2733 AVENUE C	83.00	5.00	88.00
10504550	407631	WILSON, VICKIE	754427451005	2741 AVENUE C	166.00	5.00	171.00
10504552	40791	MARTIN, THOMAS J	754427451003	2749 AVENUE C	166.00	5.00	171.00
10504561	24247	SPRINGSTON, JESUS	754427377012	2901 AVENUE C	166.00	5.00	171.00
10504564	407647	GREEN, JAY - GLENDA J	754427377009	2917 AVENUE C	83.00	5.00	88.00
10504572	24679	HOVLAND, NATHAN	754427376008	220 N 30TH ST	166.00	5.00	171.00
10504575	33217	CRAIG, KASSIDY	754427376005	3021 AVENUE C	83.00	5.00	88.00
10504578	37938	WALLING, AMBER	754427376001	215 N 31ST ST	166.00	5.00	171.00
10504579	407670	HILES, JOYCE E	754427376002	213 N 31ST ST	83.00	5.00	88.00
10504580	407672	MORENO, SUSANO	754427352005	3101 AVENUE C	166.00	5.00	171.00
10504608	407720	EGGERS, JENNIFER L	754428480008	3435 AVENUE C	83.00	5.00	88.00
10504611	407724	OPAL, CAROL A	754428480005	3449 AVENUE C	166.00	5.00	171.00
10504613	407729	STEWARD, TONI L	754428480001	3461 AVENUE C	166.00	5.00	171.00
10504615	33349	COX, WILLIAM	754428480002	221 N 35TH ST	83.00	5.00	88.00
10504619	42255	STEENSLAND, TRISTAN E	754428479005	3507 AVENUE C	83.00	5.00	88.00
10504626	44135	CHANDLER, CHRIS Q	754428454002	3555 AVENUE C	166.00	5.00	171.00
10504627	407750	BRIGHTWELL, DENNIS L-CHRISTINA	754428454001	3565 AVENUE C	146.00	5.00	151.00
10504630	407754	NEIGHBORS, CHARLES A	754428453011	3615 AVENUE C	166.00	5.00	171.00
10504640	101233	MAC INVESTMENTS INC	754428453001	3661 AVENUE C	166.00	5.00	171.00
10504642	38895	MCCOY, WILLIAM G	754428407003	319 N 37TH ST	166.00	5.00	171.00
10504645	407775	NUNO, DAVID	754428451002	3642 AVENUE C	166.00	5.00	171.00
10504657	43301	HOLMES, ASHTON JOHN	754428452002	3560 AVENUE C	166.00	5.00	171.00
10504661	407803	BOYD, LANCE R	754428452006	3542 AVENUE C	83.00	5.00	88.00
10504663	407806	SENNETT, LAVONNE K	754428476002	3530 AVENUE C	166.00	5.00	171.00
10504665	44788	SILVA, HECTOR M	754428476005	3512 AVENUE C	166.00	5.00	171.00
10504695	20013	FRIEZE, KEITH L-MELINDA S	754427309018	3234 AVENUE C	166.00	5.00	171.00
10504697	37216	K B RENTALS LLC	754427309020	3224 AVENUE C	166.00	5.00	171.00
10504710	39846	HEININGER, ELIZABETH M	754427338015	3014 AVENUE C	83.00	5.00	88.00
10504714	16009	WILCOXEN, SHANE EUGENE-LACEY MARIE	754427339007	2930 AVENUE C	166.00	5.00	171.00
10504720	33735	WHYWSYL ENTERPRISES LLC	754427339013	2912 AVENUE C	83.00	5.00	88.00
10504737	407921	TERRY, JESSICA A	754427409014	2740 AVENUE C	83.00	5.00	88.00
10504754	407949	KELLOGG, LANCE E-BOBBI	754427410022	2624 AVENUE C	166.00	5.00	171.00

10504756	407953	JOHNSTON, JENNA E	754427410024	2612 AVENUE C	83.00	5.00	88.00
10504760	407960	FERREL, VIOLET	754427434014	2560 AVENUE C	166.00	5.00	171.00
10504764	41023	KALKAS, KASEE JAE	754427434018	2538 AVENUE C	166.00	5.00	171.00
10504765	46810	KEUL, LISA-KIRK	754427434019	2536 AVENUE C	83.00	5.00	88.00
10504766	407969	POINTS, STEPHANY D	754427434020	2528 AVENUE C	166.00	5.00	171.00
10504768	42440	TORNETEN, MARK P	754427434022	2524 AVENUE C	166.00	5.00	171.00
10504781	407994	HARRISON, JOHN L-THEA J	754427435008	2423 AVENUE D	166.00	5.00	171.00
10504784	41664	V B EIGHT LLC	754427435011	2405 AVENUE D	80.00	5.00	85.00
10504786	408003	MARSH, OLIVIA M	754427435013	2401 AVENUE D	166.00	5.00	171.00
10504790	408010	BERGANTZEL-HAYES, CHRISTINE R	754426307004	2303 AVENUE D	166.00	5.00	171.00
10504796	47003	ADONG, ALIZABETH	754426311005	2203 AVENUE D	83.00	5.00	88.00
10504805	406264	MAC INVESTMENTS INC	754426315009	2101 AVENUE D	166.00	5.00	171.00
10504817	21511	LISTON, THOMAS A	754426335004	1909 AVENUE D	166.00	5.00	171.00
10504837	12361	NELSON, MELISSA	754426410005	1625 AVENUE D	166.00	5.00	171.00
10504838	408084	GRIFFIS, JEFFREY ALLEN	754426410007	1609 AVENUE D	83.00	5.00	88.00
10504844	101233	MAC INVESTMENTS INC	754426415003	1515 AVENUE D	166.00	5.00	171.00
10504851	43771	HILL, JENIFER	754426420004	1407 AVENUE D	83.00	5.00	88.00
10504867	45633	GONZALEZ, CECILIO ANDRADE	754426414011	1504 AVENUE D	83.00	5.00	88.00
10504869	408124	HUTZELL, NEAL T	754426414009	1518 AVENUE D	166.00	5.00	171.00
10504871	40862	RYBIN, JOSHUA JAY	754426414006	1528 AVENUE D	166.00	5.00	171.00
10504887	38561	AHERNS, BRIAN	754426334013	1906 AVENUE D	83.00	5.00	88.00
10504888	30858	KOCH, DANIEL J JR	754426334012	1908 AVENUE D	83.00	5.00	88.00
10504892	408161	JOHNSON, JODY	754426329015	408 N 20TH ST	166.00	5.00	171.00
10504901	408176	STEPHENS, ROBERT E	754426318005	2028 AVENUE D	83.00	5.00	88.00
10504917	408203	RIEPER, JUSTIN	754426310008	2226 AVENUE D	166.00	5.00	171.00
10504923	41478	RANGEL, LUIS HERNANDEZ	754426306013	2310 AVENUE D	166.00	5.00	171.00
10504935	408232	WATTS, THOMAS L-MICHELLE	754427433016	2444 AVENUE D	166.00	5.00	171.00
10504941	408243	JONES, CHARLES	754427434010	2515 AVENUE D	146.00	5.00	151.00
10504953	408264	NUSSER, DENNIS D JR-KELLY S	754427410011	2611 AVENUE D	166.00	5.00	171.00
10504957	408270	FREDRICKSON, SARAH-PATTERSON, JARED	754427410007	2629 AVENUE D	166.00	5.00	171.00
10504963	32868	TUCKER, MELISSA	754427410001	2657 AVENUE D	83.00	5.00	88.00
10504997	36745	PUENTES, GUADALUPE	754427310006	3101 AVENUE D	166.00	5.00	171.00
10505002	408345	HERRICK, DAVID E	754427309023	3201 AVENUE D	166.00	5.00	171.00
10505005	31553	BELT, MARY	754427309009	3219 AVENUE D	66.00	5.00	71.00
10505007	40211	BOYDSTUN, RAMONA L	754427309006	3305 AVENUE D	166.00	5.00	171.00
10505010	33720	SWEENEY, JOYCE A	754427309003	3311 AVENUE D	66.00	5.00	71.00
10505017	15369	LEONARD, TRACY L	754428439013	3403 AVENUE D	166.00	5.00	171.00
10505022	101641	LIBERTY INVESTMENT PROPERTIES LLC	754428439008	3431 AVENUE D	58.00	5.00	63.00
10505023	408371	STEVENSON, DORIS	754428439007	3437 AVENUE D	166.00	5.00	171.00
10505024	41344	LARSEN, CRAIG ALAN JR	754428439006	3441 AVENUE D	166.00	5.00	171.00
10505029	400277	CERVENY, ROBERT	754428438008	3505 AVENUE D	83.00	5.00	88.00
10505031	408385	ALCORN, FREDDY L	754428438006	3513 AVENUE D	166.00	5.00	171.00
10505032	408386	HOOK, LARRY	754428438005	3519 AVENUE D	166.00	5.00	171.00
10505035	33940	VALLESILLO, RAQUEL	754428438002	3533 AVENUE D	83.00	5.00	88.00
10505042	24032	MCSORLEY, RAYMOND	754428408002	315 N 36TH ST	166.00	5.00	171.00
10505052	15443	CARUSO, RICHARD J-MARY A	754428407006	3645 AVENUE D	166.00	5.00	171.00
10505053	101893	CARUSO, RICHARD M	754428407005	3649 AVENUE D	166.00	5.00	171.00
10505055	36164	SWANSON, CHRISTOPHER	754428405013	3654 AVENUE D	166.00	5.00	171.00
10505066	408444	OSBORNE, BENJAMIN J	754428406011	3540 AVENUE D	166.00	5.00	171.00
10505067	16860	RUCCI, JESSICA	754428435009	3538 AVENUE D	166.00	5.00	171.00
10505070	107153	FIGUEROA, JUAN C	754428435012	3516 AVENUE D	166.00	5.00	171.00
10505072	42569	TAUTE, DENNIS	754428435014	3510 AVENUE D	166.00	5.00	171.00
10505074	44887	WAUGH, WILLIAM-TANAE	754428435016	3504 AVENUE D	83.00	5.00	88.00
10505080	420413	JONES-STRONG, BRET C	754428436019	3442 AVENUE D	166.00	5.00	171.00
10505085	408479	THORNTON, DANIEL J	754428436024	3408 AVENUE D	166.00	5.00	171.00
10505098	408505	SCHWABAUER, LANCE R - JUDITH	754427307021	3220 AVENUE D	83.00	5.00	88.00
10505108	408523	MORAINE, JAMES E	754427308018	3120 AVENUE D	166.00	5.00	171.00
10505113	408527	WOODRUFF, RUSTY-KIM	754427335009	3038 AVENUE D	166.00	5.00	171.00
10505117	408535	AVALOS, JUBENAL-MIRIAM G	754427335013	3018 AVENUE D	166.00	5.00	171.00
10505121	39576	RATLIFF, ZACHARY	754427335017	3002 AVENUE D	83.00	5.00	88.00
10505123	36392	OWENS, BRANTLEY N-EMMA N CROGHAN	754427336008	2934 AVENUE D	166.00	5.00	171.00

10505128	20419	SYBERT, SARAH	754427336013	2908 AVENUE D	166.00	5.00	171.00
10505129	31531	ELMWOOD INVESTMENTS LLC	754427336014	2904 AVENUE D	83.00	5.00	88.00
10505143-2	408575	CHASE, BONNIE J	754427407015	2750 AVENUE D	166.00	5.00	171.00
10505146	16397	RAY, RONALD L JR	754427407018	2736 AVENUE D	166.00	5.00	171.00
10505152	44952	HENDERSON, JOHN	754427407024	2704 AVENUE D	83.00	5.00	88.00
10505156	408600	HEDGES, JEFFREY ALAN-JENNIFER	754427408012	2648 AVENUE D	166.00	5.00	171.00
10505159	18638	MORSE, LAURA J	754427408015	2634 AVENUE D	83.00	5.00	88.00
10505171	408629	ELEDGE, DAVID M-MARY L	754427432019	2540 AVENUE D	46.00	5.00	51.00
10505172	408631	MAHONEY, BRENDA	754427432020	2530 AVENUE D	83.00	5.00	88.00
10505177	44751	D R L PROPERTIES LLC	754427432025	2506 AVENUE D	55.00	5.00	60.00
10505179	408639	PRUETT, JOSHUA C-JUSTINA R	754427432027	2500 AVENUE D	166.00	5.00	171.00
10505189	408658	CHAPIN, BILLY J-AUDREY	754427433009	2419 AVENUE E	166.00	5.00	171.00
10505191	30718	BRISENO-ROSIERE, LAVON	754427433011	2415 AVENUE E	166.00	5.00	171.00
10505194	33663	V B ONE LLC	754426306001	2319 AVENUE E	83.00	5.00	88.00
10505197	408674	ONEAL, RICK R	754426306004	2307 AVENUE E	83.00	5.00	88.00
10505203	21066	DELSIGNORE, ALISHA	754426310003	2225 AVENUE E	166.00	5.00	171.00
10505207	14285	SORENSEN, KIMBERLY A	754426310006	412 N 22ND ST	166.00	5.00	171.00
10505211	408699	HOFF, ANASTASIA M	754426314004	2117 AVENUE E	83.00	5.00	88.00
10505231	408728	WRIGHT, LARRY-NANCY	754426340001	1827 AVENUE E	166.00	5.00	171.00
10505240	42811	ALBERTUS, TIMOTHY L	754426340010	1725 AVENUE E	166.00	5.00	171.00
10505245	408749	WALKER, ROBERT A-CHRISTINE R	754426404003	1701 AVENUE E	166.00	5.00	171.00
10505250	408759	LARSEN, DENNIS M	754426409005	1603 AVENUE E	166.00	5.00	171.00
10505270	37944	NELSON, RONALD N	754426433014	1320 AVENUE E	166.00	5.00	171.00
10505287	39789	PETERSON, JESSICA M	754426339021	1726 AVENUE E	83.00	5.00	88.00
10505288	29366	SOTO, MICHELLE	754426339020	1730 AVENUE E	83.00	5.00	88.00
10505292	408812	KANGER, SANDRA L	754426339016	1806 AVENUE E	166.00	5.00	171.00
10505304	408826	WEILAGE, NATHAN	754426328009	2016 AVENUE E	166.00	5.00	171.00
10505305	408827	RUVALCABA, MAURO	754426328008	2022 AVENUE E	66.00	5.00	71.00
10505321	41143	NANCE, JAMES-MELISSA	754426309013	2204 AVENUE E	166.00	5.00	171.00
10505324	407927	J K S PROPERTY MANAGEMENT LLC	754426309010	2226 AVENUE E	166.00	5.00	171.00
10505325	408856	FIDONE, JENNIFER	754426309009	2230 AVENUE E	166.00	5.00	171.00
10505326	46898	SALDANA, JUAN LOPEZ	754426305014	500 N 23RD ST	83.00	5.00	88.00
10505332	32849	MCCOY, JACOB T	754426305008	2326 AVENUE E	166.00	5.00	171.00
10505343	408890	GONZALEZ, SALVADOR M-MARIA G	754427431017	2444 AVENUE E	166.00	5.00	171.00
10505376	408944	COLEY, TYLER LEE	754427407004	2741 AVENUE E	166.00	5.00	171.00
10505385	401274	L T STANDING LTD	754427337002	2823 AVENUE E	166.00	5.00	171.00
10505388	41345	AGOSTA, EMILY R	754427336005	2915 AVENUE E	166.00	5.00	171.00
10505390	408968	SMITH, FRANCES E	754427336003	2923 AVENUE E	166.00	5.00	171.00
10505398	101233	MAC INVESTMENTS INC	754427335003	3023 AVENUE E	166.00	5.00	171.00
10505415	409010	PLUMB, JEFFREY JR	754427307010	3217 AVENUE E	166.00	5.00	171.00
10505427	409032	SPRINKEL, JOHN D	754428437003	415 N 34TH ST	166.00	5.00	171.00
10505428	409033	RIDDER, PETER	754428436014	416 N 34TH ST	166.00	5.00	171.00
10505429	409034	COOK, BRADLEY C	754428436013	426 N 34TH ST	83.00	5.00	88.00
10505434	409040	HILLER, HAROLD L	754428436008	3427 AVENUE E	83.00	5.00	88.00
10505450	409065	PEREZ, DEBERAH	754428406006	3541 AVENUE E	166.00	5.00	171.00
10505458	409075	BRADY, ROBERT J III-DORY A	754428405019	424 N 36TH ST	166.00	5.00	171.00
10505463	409085	HOUCHIN, KERRY A	754428404013	3540 AVENUE E	43.00	5.00	48.00
10505465	20167	BEVER, TRAVIS - ALICIA	754428404015	3534 AVENUE E	166.00	5.00	171.00
10505466	45588	MCWILLIAMS, DREW D	754428404016	3542 AVENUE E	166.00	5.00	171.00
10505479	409110	LARA, DAVID H-CORNELIA M	754428433019	3440 AVENUE E	166.00	5.00	171.00
10505491	105560	SANGSTER, WILLIAM-KELLY	754427305012	3318 AVENUE E	166.00	5.00	171.00
10505492	409129	HENKE, PHILLIP L	754427305013	3314 AVENUE E	166.00	5.00	171.00
10505497	17075	MCKEEMAN, PAMELA MARIE	754427305018	3232 AVENUE E	166.00	5.00	171.00
10505503	409144	WALLING, ROY	754427305024	508 N 32ND ST	166.00	5.00	171.00
10505514	30869	MONROE, VIRGINIA	754427332010	503 N 31ST ST	166.00	5.00	171.00
10505515	400600	MAC INVESTMENTS INC	754427332011	3028 AVENUE E	166.00	5.00	171.00
10505516	400600	MAC INVESTMENTS INC	754427332012	3022 AVENUE E	166.00	5.00	171.00
10505519	409169	ODELL, JENNIFER L	754427332015	3012 AVENUE E	166.00	5.00	171.00
10505520	403105	E J C O LLC	754427332016	3002 AVENUE E	166.00	5.00	171.00
10505528	409175	MINOR, JOSEPH T JR-PATRICIA A	754427334010	2826 AVENUE E	166.00	5.00	171.00
10505560	409231	ALCARAZ, MICHAEL-DANIELLE R	754427430016	2546 AVENUE E	166.00	5.00	171.00

10505564	409239	GIBBONS, JACQUELINE A	754427430020	2520 AVENUE E	166.00	5.00	171.00
10505567	409246	WURTZ, SHANON L	754427430023	2514 AVENUE E	83.00	5.00	88.00
10505574	409258	ARNOLD, RICHARD D	754427431003	2445 AVENUE F	166.00	5.00	171.00
10505581	24431	TEBEDO, CADY L	754427431010	2415 AVENUE F	166.00	5.00	171.00
10505582	21710	REYNOLDS, TINA	754427431011	2409 AVENUE F	166.00	5.00	171.00
10505583	33059	DUVAL, DAVID-BRITANY	754427431012	2405 AVENUE F	166.00	5.00	171.00
10505586	42443	D R L PROPERTIES LLC	754426305002	2323 AVENUE F	166.00	5.00	171.00
10505596	36525	WONDER, MATHU MICHAEL	754426309005	2205 AVENUE F	166.00	5.00	171.00
10505612	409313	SUMMERVILLE, DAVID	754426328002	2017 AVENUE F	166.00	5.00	171.00
10505614	39263	BUTLER, JULIE M	754426328004	2011 AVENUE F	166.00	5.00	171.00
10505615	41721	N L SOLUTIONS LLC	754426328005	2005 AVENUE F	166.00	5.00	171.00
10505620	409327	BISGARD, TERRY	754426333003	1911 AVENUE F	166.00	5.00	171.00
10505623	405292	BELT, WADE WILLIAM	754426333006	514 N 19TH ST	166.00	5.00	171.00
10505628	30847	ZIEGLER, AUSTIN	754426339005	1807 AVENUE F	166.00	5.00	171.00
10505631	409343	SCOTT, JOHN	754426339008	1735 AVENUE F	83.00	5.00	88.00
10505654	409376	NEFF, ALICIA	754426433006	1301 AVENUE F	103.00	5.00	108.00
10505660	41146	EWING, HEATHER-HOLLY	754426427002	1402 AVENUE F	166.00	5.00	171.00
10505661	39804	SINGLETON, PRESTON L	754426417006	1406 AVENUE F	166.00	5.00	171.00
10505664	409391	WALKER, CHARLES E	754426407014	1602 AVENUE F	166.00	5.00	171.00
10505688	16726	BELTRAN, ROBERT	754426332012	1904 AVENUE F	63.00	5.00	68.00
10505719	33197	PALENCIA, HILDA	754426308010	2220 AVENUE F	166.00	5.00	171.00
10505721	36133	STILL, JASMINE	754426308008	2228 AVENUE F	166.00	5.00	171.00
10505734	409492	CANTRELL, VIRGINIA	754427429017	2434 AVENUE F	42.00	5.00	47.00
10505781	104381	ERICKSON, CHRISTOPHER C-CARRIE	754428176015	31 GLENVIEW DR	166.00	5.00	171.00
10505791	409542	SWOTEK, DANIEL T-MARY L	754428305002	4043 AVENUE G	83.00	5.00	88.00
10505807	22456	JONES, EDWARD E	754428327002	618 N 40TH ST	83.00	5.00	88.00
10505808	409556	ARNOLD, ARLYN C-MILDRED M	754428327004	4004 AVENUE F	166.00	5.00	171.00
10505829	409591	PORTER, CHARLOTTE	754428306015	4044 AVENUE E	166.00	5.00	171.00
10505844	409611	NOECKER, ALEX L	754428353008	4019 AVENUE D	166.00	5.00	171.00
10505845	21738	PULLEN, BENJAMIN	754428353007	4023 AVENUE D	72.00	5.00	77.00
10505856	400601	MAC INVESTMENTS INC	754428307007	4050 AVENUE D	166.00	5.00	171.00
10505884	409659	RAMIREZ, SERGIO	754428352007	246 N 41ST ST	166.00	5.00	171.00
10505887	409662	HENRY, DEBRA L	754428353010	4050 AVENUE C	166.00	5.00	171.00
10505888	33663	V B ONE LLC	754428353011	4038 AVENUE C	166.00	5.00	171.00
10505896	31040	KB RENTALS LLC	754428376001	310 N 40TH ST	83.00	5.00	88.00
10505898	41097	BUTLER, REBECCA	754428377002	220 N 40TH ST	166.00	5.00	171.00
10505901	409684	CALLAWAY, ROBERT C JR-LORA	754428354008	4019 AVENUE C	166.00	5.00	171.00
10505908	409695	GUINAN, MICHAEL S-ROXANNE	754428352018	4102 AVENUE B	166.00	5.00	171.00
10505909	22895	RATLIFF, CORY	754428352017	4106 AVENUE B	83.00	5.00	88.00
10505913	4796	LEADERS, ANNA ROSE	754428352013	4122 AVENUE B	83.00	5.00	88.00
10505919	409710	YOUNG, BRIAN	754428354011	4054 AVENUE B	166.00	5.00	171.00
10505923	41895	PULIDO, ASHLEY A	754428354015	4026 AVENUE B	83.00	5.00	88.00
10505955	47586	KLOOS, ANGELA CHRISTINE	754428381010	140 N 39TH ST	166.00	5.00	171.00
10505956	34316	APARO, JOSEPH S	754428381014	100 N 39TH ST	83.00	5.00	88.00
10505970	44321	GALLE, TRENT C	754428380009	3819 AVENUE C	166.00	5.00	171.00
10505972	409784	OLSON, CORY B - JESSICA	754428380020	3903 AVENUE C	83.00	5.00	88.00
10505984	103586	PHELAN, MICHAEL W	754428333007	3815 AVENUE D	83.00	5.00	88.00
10505986	34773	MUELLER, AARON	754428333009	3805 AVENUE D	166.00	5.00	171.00
10505988	900015	D C A ENTERPRISES LLC	754428379007	308 N 38TH ST	103.00	5.00	108.00
10506023	112296	MAC INVESTMENTS LLC	754428336008	515 N 38TH ST	166.00	5.00	171.00
10506025	31574	MCDONALD, TRUNIYAH	754428336006	529 N 38TH ST	166.00	5.00	171.00
10506035	400600	MAC INVESTMENTS INC	754428335023	602 N 38TH ST	166.00	5.00	171.00
10506057	409895	BUSSING, REX	754428335009	515 N 39TH ST	83.00	5.00	88.00
10506058	24422	CHAND, RAKESH - MARIA GONZALEZ	754428335008	519 N 39TH ST	166.00	5.00	171.00
10506064	409908	SHREEVES, JULIE	754428335002	615 N 39TH ST	166.00	5.00	171.00
10506065	18338	CONAWAY, DOUGLAS	754428335001	621 N 39TH ST	166.00	5.00	171.00
10506081	409936	SPRACKLIN, JOYCE	754428332031	406 N 39TH ST	166.00	5.00	171.00
10506084	406235	LOCAL MOTIVE LLC	754428332014	413 N 40TH ST	146.00	5.00	151.00
10506087	31243	R-D GORDON PROPERTIES LLC	754428332011	427 N 40TH ST	166.00	5.00	171.00
10506122	27132	BIG V RENTALS LLC	754428252003	810 N 36TH ST	166.00	5.00	171.00
10506129	39163	FLEMING, NATHAN	754428426001	3536 AVENUE G	83.00	5.00	88.00

10506141	409994	RICE, MONICA A	754428429009	3501 AVENUE G	83.00	5.00	88.00
10506163	31071	HERNANDEZ ARROYO, ANA	754428403023	618 N 36TH ST	83.00	5.00	88.00
10506177	102864	BRABEC, FRANK-COLLEEN	754428403012	18 WALTER NEUMANN CIR	166.00	5.00	171.00
10506178	32964	SLAUGHTER, MARCELLUS E - KARENA P	754428403013	22 WALTER NEUMANN CIR	83.00	5.00	88.00
10506184	410068	LOYE, MARIE A	754428405005	9 WALTER NEUMANN CIR	83.00	5.00	88.00
10506188	43615	VARGAS, VICTOR	754428405003	415 N 37TH ST	166.00	5.00	171.00
10506195	44696	GUADALUPE SILVA PEREZ, JUANA	754427430007	2529 AVENUE F	166.00	5.00	171.00
10506223	421003	HAUSENFLUCK, TIMOTHY S	754427405002	2749 AVENUE F	63.00	5.00	68.00
10506225	410138	TALTY, JULIE	754427334009	2801 AVENUE F	83.00	5.00	88.00
10506226	20146	AUFFART, DANIEL JERRY	754427334008	2803 AVENUE F	166.00	5.00	171.00
10506227	29922	K-D CAPITAL LLC	754427334007	2813 AVENUE F	166.00	5.00	171.00
10506235	28871	PEREZ, ASHLEY-D BALTAZAR	754427333009	2907 AVENUE F	166.00	5.00	171.00
10506238	410159	STUCK, PAT	754427333004	2923 AVENUE F	103.00	5.00	108.00
10506240	33780	JOHNSON, KRISTI R	754427333002	2933 AVENUE F	83.00	5.00	88.00
10506244	20433	BIERMA, CORY	754427332007	3009 AVENUE F	83.00	5.00	88.00
10506245	38147	TINA POLLY REAL ESTATE LLC	754427332006	3015 AVENUE F	166.00	5.00	171.00
10506256	45207	HAGGERTY, TREVOR J	754427306005	3125 AVENUE F	83.00	5.00	88.00
10506261	39303	HAZEL HOLDINGS LLC	754427305023	550 N 32ND ST	146.00	5.00	151.00
10506269	410212	BOSE, MICHAELA M	754427305004	3301 AVENUE F	83.00	5.00	88.00
10506277	43188	BLUM, BRANDI S	754428433013	522 N 34TH ST	166.00	5.00	171.00
10506281	43855	OSBORNE, MISTY	754428433009	3421 AVENUE F	83.00	5.00	88.00
10506285	410237	LOPARCO, ANTHONY P	754428433005	3437 AVENUE F	166.00	5.00	171.00
10506288	17084	THACKER, THOMAS	754428433002	3457 AVENUE F	166.00	5.00	171.00
10506293	39573	NACARELLI, DOMINIC	754428432005	3511 AVENUE F	166.00	5.00	171.00
10506306	410274	DUITMAN, JAMES R	754428429017	3500 AVENUE F	83.00	5.00	88.00
10506310	410282	REYNOLDS, HOWARD C	754428430019	3436 AVENUE F	166.00	5.00	171.00
10506314	45640	TURN KEY NICK INVESTMENTS LLC	754428430028	3420 AVENUE F	166.00	5.00	171.00
10506328	39303	HAZEL HOLDINGS LLC	754427303017	3226 AVENUE F	166.00	5.00	171.00
10506342	410329	COLLINS, LISA M	754427304021	3100 AVENUE F	83.00	5.00	88.00
10506359	19673	SMITH, MAKAYLA	754427331009	2830 AVENUE F	166.00	5.00	171.00
10506362	410362	LOVELADY, JUDY D	754427331012	2816 AVENUE F	166.00	5.00	171.00
10506373	32841	COOPER, ANDREW L	754427403019	2712 AVENUE F	83.00	5.00	88.00
10506374	47381	ROBAK, ABRIELLA SHREE	754427403020	2708 AVENUE F	83.00	5.00	88.00
10506375	410383	MCKERN, MARK ANTHONY	754427403021	2704 AVENUE F	83.00	5.00	88.00
10506394	410414	WISER, NAOMI LYNN	754427428016	2532 AVENUE F	166.00	5.00	171.00
10506395	24452	BARNETT, MARGARET C	754427428017	2528 AVENUE F	83.00	5.00	88.00
10506400	410423	MASS, DENNIS E-PAMELA J	754427428022	2504 AVENUE F	83.00	5.00	88.00
10506405	410430	JONES, TAMMY	754427429002	2445 AVENUE G	166.00	5.00	171.00
10506408	410435	RAQUEL, STEVE B	754427429005	2431 AVENUE G	83.00	5.00	88.00
10506434	43213	MARTINEZ, JUAN CARLOS	754426312005	2115 AVENUE G	83.00	5.00	88.00
10506439	410484	CORONA, RUBEN SOTO	754426327001	2027 AVENUE G	83.00	5.00	88.00
10506442	33019	JANIK, NICOLE-MICHAEL STEPHEN	754426327004	2001 AVENUE G	166.00	5.00	171.00
10506447	410496	VANDERLOO, KAREN S	754426332005	1903 AVENUE G	166.00	5.00	171.00
10506451	410501	MCALEXANDER, JASON	754426338003	1813 AVENUE G	166.00	5.00	171.00
10506455	39196	GUBBELS, LAWRENCE J	754426338007	1737 AVENUE G	83.00	5.00	88.00
10506457	42444	LEGACY RENOVATIONS LLC	754426338009	1729 AVENUE G	63.00	5.00	68.00
10506464	410524	MANERO, DENNIS M	754426407002	1625 AVENUE G	83.00	5.00	88.00
10506471	410530	BAKER, MARK W-AUDREY V	754426406001	1632 AVENUE G	83.00	5.00	88.00
10506472	19741	LEGATUM PROPERTIES LLC	754426401004	1700 AVENUE G	166.00	5.00	171.00
10506475	38153	SLIZOSKI, MICHAEL	754426401001	1714 AVENUE G	166.00	5.00	171.00
10506479	410544	NELSON, JEFF	754426336005	1804 AVENUE G	166.00	5.00	171.00
10506483	410552	JANTZON, CRYSTAL	754426336001	1826 AVENUE G	166.00	5.00	171.00
10506495	410573	ORELLANA, CESAR	754426302005	710 N 22ND ST	166.00	5.00	171.00
10506507	21388	BEYMER, APRIL	754426301010	2340 AVENUE G	83.00	5.00	88.00
10506518	19642	KEYSER, STEPHANIE	754427427002	2460 AVENUE G	166.00	5.00	171.00
10506520	410618	LOCKWOOD, ALFRED JR	754427428008	2509 AVENUE G	83.00	5.00	88.00
10506523	402157	FIETZ, ERIC D - SARAH	754427428005	2519 AVENUE G	166.00	5.00	171.00
10506527	33904	WHISNEY, RYAN D	754427428001	621 N 26TH ST	166.00	5.00	171.00
10506537	45070	PACHECO, GENESY	754427404003	2637 AVENUE G	165.00	5.00	170.00
10506540	410651	REDDING, LAWRENCE-JEAN	754427403012	2701 AVENUE G	83.00	5.00	88.00
10506549	42021	BANKSTON, AUSTIN	754427403003	2741 AVENUE G	83.00	5.00	88.00

10506552	400020	TROUTNER, TERRY	754427331007	2801 AVENUE G	166.00	5.00	171.00
10506553	30665	HAMSA, ERIK-RACHEL	754427331006	2803 AVENUE G	166.00	5.00	171.00
10506556	36643	ROBINSON VENTURES LLC	754427331003	2817 AVENUE G	166.00	5.00	171.00
10506557	40012	MASCARELLO, CHRISTOPHER M	754427330008	616 N 29TH ST	83.00	5.00	88.00
10506585	408106	BEST PRICE HOMEBUYERS LLC	754427303022	620 N 32ND ST	166.00	5.00	171.00
10506595	410738	MARKUSSEN, STEVEN L	754427303002	3321 AVENUE G	166.00	5.00	171.00
10506606	44946	HARVEY, CAITLIN	754428430009	3427 AVENUE G	83.00	5.00	88.00
10506612	410762	RUBY, WILLIAM	754428430003	3453 AVENUE G	166.00	5.00	171.00
10506615	410767	ZAREK, LANCE E	754428427002	3454 AVENUE G	166.00	5.00	171.00
10506629	410791	MORSE, MARCUS L	754428428003	3322 AVENUE G	166.00	5.00	171.00
10506632	410796	GIBSON, RONALD E	754427301003	3314 AVENUE G	166.00	5.00	171.00
10506634	38171	MONTENEGRO, HECTOR	754427301005	3306 AVENUE G	46.00	5.00	51.00
10506646	410819	GOLDSBERRY, JOHN A-RONI C	754427302005	3136 AVENUE G	166.00	5.00	171.00
10506649	410825	SUDEN, WILLIAM C-PEGGY	754427302008	3122 AVENUE G	83.00	5.00	88.00
10506656	410836	GRASHORN, JULIE E	754427326003	3028 AVENUE G	166.00	5.00	171.00
10506658	410838	BRANCH, EUGENE	754427326005	3016 AVENUE G	166.00	5.00	171.00
10506661	407927	J K S PROPERTY MANAGEMENT LLC	754427326008	3002 AVENUE G	166.00	5.00	171.00
10506672	410860	NEWMAN, CAROL	754427328003	2806 AVENUE G	166.00	5.00	171.00
10506674	410863	PORTER, JEFFREY L	754427328005	2800 AVENUE G	83.00	5.00	88.00
10506676	112296	MAC INVESTMENTS LLC	754427401011	2732 AVENUE G	166.00	5.00	171.00
10506678	410867	MARKUSSEN, STEVEN L-CANDY M	754427401013	2722 AVENUE G	166.00	5.00	171.00
10506679	410869	SMITH, GREGORY J-MARCY	754427401014	2716 AVENUE G	83.00	5.00	88.00
10506680	41664	V B EIGHT LLC	754427401015	2712 AVENUE G	166.00	5.00	171.00
10506681	33663	VINEBROOK HOMES BORROWER 1 LLC	754427401016	2708 AVENUE G	166.00	5.00	171.00
10506683	400600	MAC INVESTMENTS INC	754427401018	2700 AVENUE G	166.00	5.00	171.00
10506689	21073	DEDIC, DARLENE K	754427402012	2616 AVENUE G	166.00	5.00	171.00
10506699	19299	DELONG, MALLORY A	754427426004	2542 AVENUE G	83.00	5.00	88.00
10506704	410902	WALKER, CHARLES E - NEWBERRY, PATRICIA L	754427426009	2516 AVENUE G	83.00	5.00	88.00
10506711	18043	VILLEDA, MARIA V	754427281004	2431 AVENUE H	166.00	5.00	171.00
10506719	403558	BAXTER, KENNETH L-LINDA M	754426157002	2329 AVENUE H	166.00	5.00	171.00
10506734	410955	WILKINSON, SHELLY LYNNE	754426167004	2117 AVENUE H	166.00	5.00	171.00
10506735	410956	WILKINSON, SHELLY	754426167005	2113 AVENUE H	83.00	5.00	88.00
10506737	16449	ARRICK, RENA M	754426167007	2101 AVENUE H	83.00	5.00	88.00
10506750	22409	MAGILL, MICK	754426161009	2250 AVENUE H	83.00	5.00	88.00
10506756	45227	STANGL, SCOTT	754426156010	2326 AVENUE H	83.00	5.00	88.00
10506762	410998	BALDWIN, LEO E-RHONDA S	754427279016	2426 AVENUE H	166.00	5.00	171.00
10506768	411010	SMITH, TINA M	754427280014	2501 AVENUE H	166.00	5.00	171.00
10506770	22712	BLUE, KAREN S	754427280012	2511 AVENUE H	166.00	5.00	171.00
10506792	36585	GOVE, DELANEY-LAMKINS,JESICA	754427254012	2645 AVENUE H	83.00	5.00	88.00
10506794	26680	URLAUB, STEPHEN-JENNIFER	754427254010	2705 AVENUE H	83.00	5.00	88.00
10506796	30742	PIKE, PATRICIA	754427254008	2713 AVENUE H	166.00	5.00	171.00
10506798	21874	WURTZ, TREVOR H - MEAGAN	754427254006	2721 AVENUE H	166.00	5.00	171.00
10506800	42413	SCHONDELMEYER, KATE	754427254004	2731 AVENUE H	166.00	5.00	171.00
10506819	24820	KACZMAREK, TIMOTHY	754427254034	2632 MCBRIDE AVE	83.00	5.00	88.00
10506824	411093	HATCHER, JASON ANTHONY	754427255007	2625 MCBRIDE AVE	166.00	5.00	171.00
10506825	418265	HALL, LOIS	754427402006	2629 MCBRIDE AVE	166.00	5.00	171.00
10506832	18610	RAIKES, DANIELLE	754427401007	2709 MCBRIDE AVE	166.00	5.00	171.00
10506836	411115	SCHANK, CORINNE	754427401003	2725 MCBRIDE AVE	83.00	5.00	88.00
10506839	411118	VALYER, BRANDY M	754427253003	829 N 28TH ST	166.00	5.00	171.00
10506855	403326	MAC INVESTMENTS INC	754427253037	2636 AVENUE H	166.00	5.00	171.00
10506869	23783	HIGGINBOTHAM, MARK T	754427278017	2534 AVENUE H	166.00	5.00	171.00
10506878	411171	BRADLEY, MARK A-BECKY S	754427252008	2737 AVENUE J	83.00	5.00	88.00
10506879	30761	JUREK, TAMMY	754427252009	2731 AVENUE J	166.00	5.00	171.00
10506881	411177	MCMULLEN, KENNETH-KATHRYN	754427252011	2719 AVENUE J	166.00	5.00	171.00
10506883	411180	GILLETTE, STEVE-PATTI E	754427252013	2709 AVENUE J	83.00	5.00	88.00
10506898	408240	BONER, BARBARA	754427276008	931 N 26TH ST	83.00	5.00	88.00
10506913	411234	SCHIMEROWSKI, TIM	754427251029	1000 N 26TH ST	166.00	5.00	171.00
10506914	411236	RIDDLE, PATTY	754427251024	2614 AVENUE J	166.00	5.00	171.00
10506929	411259	LEWIS, MURL D-JOAN E	754427251007	2746 AVENUE J	93.00	5.00	98.00
10506931	411272	JARILLO, JOLENE	754427181015	2801 AVENUE K	166.00	5.00	171.00
10506940	36072	RIEF, DANIEL T	754427179006	3013 AVENUE K	166.00	5.00	171.00

10506950	21365	JACOBS, TYLER	754427154007	3125 AVENUE K	166.00	5.00	171.00
10506954	7443	DUKE, JACQUELYN MICHELLE	754427154003	3143 AVENUE K	166.00	5.00	171.00
10506977	411346	KENNEDY, TERRY	754427152010	3152 AVENUE K	166.00	5.00	171.00
10506981	14424	STITES, TERENCE J JR-HAYNIE, MARY J	754427152005	3130 AVENUE K	166.00	5.00	171.00
10506985	411359	PERALES, JANE	754427176001	3036 AVENUE K	83.00	5.00	88.00
10507001	411384	MONTENEGRO, GERMAN	754427178001	2838 AVENUE K	166.00	5.00	171.00
10507008	33044	BLANCO, ANNE	754427178007	1108 N 28TH ST	83.00	5.00	88.00
10507029	411428	SPRINGER, JEFFERY SCOTT	754427129004	3021 AVENUE L	83.00	5.00	88.00
10507049	411464	KRUGER, KATHERINE M	754427128008	3036 AVENUE L	166.00	5.00	171.00
10507056	45447	JD BROS PROPERTIES LLC	754427130007	1301 N 30TH ST	83.00	5.00	88.00
10507078	411511	PAYNE, SAMANTHA	754427201027	2750 AVENUE L	166.00	5.00	171.00
10507080	411514	BROWN, SHIRLEY	754427201029	2746 AVENUE L	83.00	5.00	88.00
10507082	28097	FLYNN, DENISE R	754427201031	2732 AVENUE L	166.00	5.00	171.00
10507089	24503	ROBINSON II, RONALD L	754427202012	2727 AVENUE L	166.00	5.00	171.00
10507098	22418	SAUNDERS, KAREN	754427202016	2661 AVENUE L	83.00	5.00	88.00
10507103	29084	MEYERS, CONNIE	754427202019	2645 AVENUE L	166.00	5.00	171.00
10507104	411555	ELSON, JUDITH A	754427202020	2643 AVENUE L	166.00	5.00	171.00
10507109	47217	NR LLC	754427201042	2628 AVENUE L	83.00	5.00	88.00
10507110	411565	HAYES, JAMES E-KAY M	754427201043	2626 AVENUE L	166.00	5.00	171.00
10507115	411575	FARRELL, MATTHEW	754427202024	2623 AVENUE L	166.00	5.00	171.00
10507119	411582	HANSLIP, ETHEL B	754427201048	2602 AVENUE L	83.00	5.00	88.00
10507120	411583	HAFFNER, NICK D	754427228001	1103 N 26TH ST	83.00	5.00	88.00
10507122	411587	ORR, DAVID	754427228010	2556 AVENUE L	83.00	5.00	88.00
10507129	411599	DOREMUS, DAVID	754427228017	2520 AVENUE L	83.00	5.00	88.00
10507138	31086	CORRILL, ERIC D-LORRAINE E	754427228003	2549 AVENUE M	166.00	5.00	171.00
10507154	33457	ADDISON, JENNIFER	754427226016	2544 AVENUE M	166.00	5.00	171.00
10507167	20370	SULLIVAN, CRAIG ALLEN-NANCY J	754427226009	2531 AVENUE N	166.00	5.00	171.00
10507168	411655	WATTS, SHIRLEY M	754427226008	2535 AVENUE N	83.00	5.00	88.00
10507170	411659	WHITE, THOMAS - MALLORY L	754427226006	2545 AVENUE N	166.00	5.00	171.00
10507189	411686	TOOLES, CLARENCE	754427132001	1308 N 28TH ST	166.00	5.00	171.00
10507198	41873	HOCHSTEIN, SCOTT D-ERIN E	754427132006	1204 N 28TH ST	31.50	5.00	36.50
10507202	42551	LEDESMA, JUAN MANUEL CEBALLOS	754427202031	1109 N 28TH ST	83.00	5.00	88.00
10507203	28789	TAYLOR, KEVEN-ANITA	754427202004	1105 N 28TH ST	83.00	5.00	88.00
10507205	104450	CONAWAY, SHANE K	754427251002	1021 N 28TH ST	83.00	5.00	88.00
10507210	33663	VINEBROOK HOMES BORROWER 1 LLC	754427190003	2805 AVENUE H	80.00	5.00	85.00
10507224	23786	SORIA, ANDRES-BERTHA A	754427188003	3021 AVENUE H	166.00	5.00	171.00
10507233	411759	MUNOZ, PATRICIA A	754427160005	3129 AVENUE H	166.00	5.00	171.00
10507263	411810	DIRKS, DANIEL D-CATHY J	754427157023	3212 AVENUE H	166.00	5.00	171.00
10507276	42436	CARY, DANIELLE D	754427158023	3100 AVENUE H	166.00	5.00	171.00
10507281	411838	LETT, GERALD	754427185013	3016 AVENUE H	83.00	5.00	88.00
10507295	411861	JACKSON, BRENTTON A-AMANDA N	754427187007	2830 AVENUE H	166.00	5.00	171.00
10507297	411865	DENMAN, AMY	754427187009	2818 AVENUE H	166.00	5.00	171.00
10507306	411882	LOVERCHECK, KODY-JANELLE	754427253006	2741 AVENUE I	166.00	5.00	171.00
10507307	411883	MARXEN, SHONN A	754427253007	2735 AVENUE I	166.00	5.00	171.00
10507365	407911	ATWELL, PATRICIA	754426166006	820 N 21ST ST	116.00	5.00	121.00
10507382	15276	DAVIS, JEFFREY M	754426155008	2328 AVENUE I	166.00	5.00	171.00
10507384	23270	SMITH, JUSTIN R	754426151006	918 N 24TH ST	166.00	5.00	171.00
10507400	407230	SCHUETT, BRIAN	754427276019	2524 AVENUE I	166.00	5.00	171.00
10507413	42138	BIRKEL, TYLER-CASSANDRA	754427252040	2608 AVENUE I	166.00	5.00	171.00
10507420	101233	MAC INVESTMENTS INC	754427252033	2704 AVENUE I	166.00	5.00	171.00
10507441	31086	CORRILL, ERIC D JR-LORRAINE E	754427186001	821 N 30TH ST	166.00	5.00	171.00
10507442	31086	CORRILL, ERIC D JR-LORRAINE E	754427186001	817 N 30TH ST	166.00	5.00	171.00
10507456	412119	ERICKSEN, MELODY	754427158008	3119 AVENUE I	166.00	5.00	171.00
10507457	412121	SWIGERT, CHARLES	754427158007	3123 AVENUE I	83.00	5.00	88.00
10507469	33663	V B ONE LLC	754427157008	3225 AVENUE I	166.00	5.00	171.00
10507481	412160	RAMOS, HEATHER G	754428277004	3324 AVENUE I	166.00	5.00	171.00
10507486	20785	BUTTERFIELD, CASSANDRA	754427155018	3242 AVENUE I	83.00	5.00	88.00
10507507	15752	KAHL, RANDELL W	754427182010	3040 AVENUE I	83.00	5.00	88.00
10507521	400601	MAC INVESTMENTS INC	754427183013	2910 AVENUE I	166.00	5.00	171.00
10507545	36479	LESTER, KORI A	754427183005	2917 AVENUE J	166.00	5.00	171.00
10507570	31134	ROBERTS, DANIEL U-SANDRA L	754427156001	915 N 32ND ST	166.00	5.00	171.00

10507583	412328	TURNER, TIMOTHY J-TONYA R	754427155001	3261 AVENUE J	166.00	5.00	171.00
10507593	22573	CISNEROS, J DOLORES	754427153022	3208 AVENUE J	83.00	5.00	88.00
10507594	33243	KELLEY, MARK A-AMY K ALLAN	754427153023	3204 AVENUE J	83.00	5.00	88.00
10507598	43185	AVILES, ITANDEHUI RAMIREZ	754427154012	3148 AVENUE J	166.00	5.00	171.00
10507602	113201	GOODIN, CINDY	754427154016	3130 AVENUE J	166.00	5.00	171.00
10507614	25368	RICHARDS, RANDY	754427179014	3010 AVENUE J	166.00	5.00	171.00
10507618	412388	KELL, CONSTANCE S	754427181009	2820 AVENUE J	166.00	5.00	171.00
10507621	412395	THOMAS, LAFE J	754427181012	2804 AVENUE J	83.00	5.00	88.00
10507622	40285	SALES, SAVANNAH SUE	754427181013	2800 AVENUE J	166.00	5.00	171.00
10507663	30784	PETERSEN, LUKAS-ALICIA	754426107007	2105 AVENUE L	83.00	5.00	88.00
10507665	412452	BUDD, SONDRA J	754426163007	1106 N 21ST ST	83.00	5.00	88.00
10507680	412478	WATSON, KEITH	754426151005	1002 N 24TH ST	83.00	5.00	88.00
10507683	17195	FICK, DANIEL A-SARAH J	754426154003	2327 AVENUE K	166.00	5.00	171.00
10507689	412495	CORWIN, CAROLYN SUE	754426159014	2209 AVENUE K	166.00	5.00	171.00
10507701	18552	STULTZ, CYNTHIA	754426164010	2124 AVENUE J	166.00	5.00	171.00
10507702	36305	HERNANDEZ, CHRISTOPHER L	754426164009	2128 AVENUE J	162.00	5.00	167.00
10507707	31124	RANDALL, RUSSELL	754426159010	2216 AVENUE J	40.00	5.00	45.00
10507720	412552	BITZ, DONALD-STEPHANIE	754426165001	2137 AVENUE J	166.00	5.00	171.00
10507723	18335	BROWN, SHAWN	754426165004	2117 AVENUE J	166.00	5.00	171.00
10507724	22459	MCDOWELL, JEFFREY J - PERREICE M	754426165005	2111 AVENUE J	166.00	5.00	171.00
10507727	37116	V B ONE LLC	754426132002	2023 AVENUE L	69.00	5.00	74.00
10507728	34948	CULLEY, ROBERT DALLAS	754426132003	2017 AVENUE L	83.00	5.00	88.00
10507732	43225	LITTLE DICKENS LLC	754426132007	1923 AVENUE L	166.00	5.00	171.00
10507742	412586	HARRIS, CHRISTOPHER BRIAN	754426132017	1813 AVENUE L	166.00	5.00	171.00
10507749	32977	ROSAS, DIANNA ALVARDO	754426205001	1717 AVENUE L	166.00	5.00	171.00
10507750	23437	BECKMAN, JAMES	754426131030	1806 AVENUE L	103.00	5.00	108.00
10507751	28818	HAGGSTROM, AMY	754426131029	1207 WESTSIDE DR	166.00	5.00	171.00
10507752	412603	JACKSON, BETTY - LARRY	754426131028	1213 WESTSIDE DR	103.00	5.00	108.00
10507754	412606	EDWARDS, JOHN N-MARSHA C	754426131026	1223 WESTSIDE DR	83.00	5.00	88.00
10507764	19047	ELEDGE, MARY	754426131016	1913 WESTSIDE DR	166.00	5.00	171.00
10507777	412606	EDWARDS, JOHN N-MARSHA C	754426131003	2048 WESTSIDE DR	166.00	5.00	171.00
10507779	19952	BRAMMER, ZACAHRY A	754426103006	2102 WESTSIDE DR	83.00	5.00	88.00
10507787	16651	HURD, KENNETH	754426104006	2123 WESTSIDE DR	166.00	5.00	171.00
10507802	412673	KUHN, JANET	754426129002	1920 WESTSIDE DR	166.00	5.00	171.00
10507804	418157	EDWARDS, JOHN N-MARSHA C	754426129004	1908 WESTSIDE DR	41.00	5.00	46.00
10507805	33378	DOSE, DAVID L	754426129005	1324 N 19TH ST	166.00	5.00	171.00
10507809	33663	VINEBROOK HOMES BORROWER 1 LLC	754426130013	1232 WESTSIDE DR	83.00	5.00	88.00
10507814	41354	ROUSE, SHELLI A	754426130018	1824 AVENUE L	166.00	5.00	171.00
10507818	404868	EDWARDS, JOHN N-MARSHA C	754426130007	1219 N 19TH ST	166.00	5.00	171.00
10507835	34206	JEFFERIS, MATTHEW K	754426129017	1207 N 20TH ST	166.00	5.00	171.00
10507839	33967	HANSON, CHRISTINE	754426129013	1229 N 20TH ST	83.00	5.00	88.00
10507844	418157	EDWARDS, JOHN	754426129008	1401 N 20TH ST	166.00	5.00	171.00
10507864	38163	ROREBECK, COLTEN	754426105008	2117 AVENUE N	166.00	5.00	171.00
10507865	412750	KESSINGER, MARK C	754426105009	2113 AVENUE N	166.00	5.00	171.00
10507881	412776	MASS, MELINDA	754426105015	2114 AVENUE M	166.00	5.00	171.00
10507890	412793	HUNT, BONNIE	754426104002	1415 N 22ND ST	166.00	5.00	171.00
10507906	412818	LUSTGRAAF, RYAN L	754426101010	2218 AVENUE L	166.00	5.00	171.00
10507912	412829	NOEL, BONITA JO	754426106003	2119 AVENUE M	166.00	5.00	171.00
10507913	406578	MARTIN, ANDREW J	754426106004	2115 AVENUE M	166.00	5.00	171.00
10507922	37116	VB ONE LLC	754426128009	1212 N 20TH ST	166.00	5.00	171.00
10507927	33968	MADDEN, SHAWN	754426128008	1209 N 21ST ST	83.00	5.00	88.00
10507931	412862	STEPHENSON, WADE J	754330204007	301 NORTH AVE	166.00	5.00	171.00
10507948	8290	ADKINS, STARLA M	754330231010	35 CANNING ST	166.00	5.00	171.00
10507951	407927	J K S PROPERTY MANAGEMENT LLC	754330254002	9 CANNING ST	166.00	5.00	171.00
10507963	33621	SOCKRIDER, CALEB - MERSADISE	754330255002	1147 E PIERCE ST	166.00	5.00	171.00
10507993	412948	COKER, AYODEJI O-CLARINE I	754330259014	247 KENMORE AVE	166.00	5.00	171.00
10508012	412980	HANDER, KAREN	754330261015	378 KEELINE AVE	83.00	5.00	88.00
10508028	37581	CHACON, KIMBERLY KAY-MARTHA MEGAN	754330177008	120 KEELINE AVE	83.00	5.00	88.00
10508041	413031	LOVELY, JAMES	754330177001	1133 E PIERCE ST	166.00	5.00	171.00
10508094	111387	SUTTER, BRIAN-CANDACE	754330310007	603 E PIERCE ST	83.00	5.00	88.00
10508119	42202	MEYER, CHLOE	754330331034	331 PERRIN PL	166.00	5.00	171.00

10508138	413151	LAUSTRUP, PETER C-MARY KATE	754330331021	351 WOODLAND DR	166.00	5.00	171.00
10508143	14596	BURNSIDE, JENNIFER J	754330330003	324 WOODLAND DR	83.00	5.00	88.00
10508145	46620	POTTER, JARED AND JANE	754330330005	338 WOODLAND DR	134.50	5.00	139.50
10508154	409049	BOHNET, BRIAN P-CHRISTINE M	754330403017	710 FOREST DR	166.00	5.00	171.00
10508157	24050	DODSON, ROBERT ALEXANDER DONALD	754330403016	736 FOREST DR	166.00	5.00	171.00
10508167	42445	FOREST DR PROPERTIES LLC	754330402019	741 FOREST DR	83.00	5.00	88.00
10508171	413212	SHADA, EDWARD J-ALICE L	754330402015	701 FOREST DR	166.00	5.00	171.00
10508192	30962	STARR, JAMES P-JAMI K	754330451005	28 GOULD AVE	166.00	5.00	171.00
10508223	41591	VOLL, RICHARD J	754330378016	138 MORNINGSIDE AVE	83.00	5.00	88.00
10508224	29386	NELSEN, CHRISTOPHER	754330378017	148 MORNINGSIDE AVE	83.00	5.00	88.00
10508252	402176	SITCLER, HEATHER M	754330461007	20 COOPER AVE	166.00	5.00	171.00
10508258	413356	KNOTEK, DOUGLAS	754330462001	403 MORNINGSIDE AVE	166.00	5.00	171.00
10508267	413374	RYAN, MICHAEL B-CARRIE A	754331204006	554 COGLEYWOOD LN	166.00	5.00	171.00
10508290	17963	SHAW, JULIAN - NAKISHA	754330453006	540 FRANK ST	166.00	5.00	171.00
10508304	23383	HARRINGTON, STEPHANIE	754330378002	403 FRANK ST	166.00	5.00	171.00
10508305	19775	PUTNAM, DUSTIN FREDERICK	754330379041	416 FRANK ST	83.00	5.00	88.00
10508308	413450	MAYO, LOLITA M	754330379037	366 FRANK ST	166.00	5.00	171.00
10508309	407927	J K S PROPERTY MANAGEMENT LLC	754330379036	358 FRANK ST	166.00	5.00	171.00
10508330	416545	SLATE, WHITNEY A	754330312003	210 FRANK ST	83.00	5.00	88.00
10508333	46916	CIRCLE BRIDGE LLC	754330312001	204 FRANK ST	83.00	5.00	88.00
10508351	23035	HAMMER TRUST	754330312012	221 LINCOLN AVE	166.00	5.00	171.00
10508354	20148	ARFMAN, KIMBERLY	754330376001	512 PERRIN AVE	166.00	5.00	171.00
10508361	413521	STUHR, DOUGLAS JR	754330379007	333 LINCOLN AVE	166.00	5.00	171.00
10508362	17119	LUNDVALL, JENNIFER	754330379008	335 LINCOLN AVE	166.00	5.00	171.00
10508364	33333	MOUWAKEH, SAMER	754330379010	339 LINCOLN AVE	166.00	5.00	171.00
10508367	413530	URWILLER, DANIEL GORDON	754330379013	351 LINCOLN AVE	83.00	5.00	88.00
10508368	413532	SLOBOTSKI, JASON T-RAINS, JESSICA	754330379014	353 LINCOLN AVE	166.00	5.00	171.00
10508382	413557	LEADERS, MICHAEL E-CINDY R	754330379025	407 LINCOLN AVE	166.00	5.00	171.00
10508395	413579	VERA, MARIA A	754331202003	11 SCARLET OAKS LN	166.00	5.00	171.00
10508404	413595	FOCKEN, THOMAS E	754331201005	4 SCARLET OAKS LN	166.00	5.00	171.00
10508405	45228	TDT LLC	754330455001	438 LINCOLN AVE	166.00	5.00	171.00
10508411	24330	MCCART, ROBERT-CIARA	754330381033	392 LINCOLN AVE	166.00	5.00	171.00
10508414	45375	VALLE, ANDREA Y	754330381030	384 LINCOLN AVE	166.00	5.00	171.00
10508418	16381	BROOKS, CHRISTOPHER	754330381026	372 LINCOLN AVE	83.00	5.00	88.00
10508423	33663	V B ONE LLC	754330381021	352 LINCOLN AVE	80.00	5.00	85.00
10508426	413632	PETERS, CASEY G	754330381018	336 LINCOLN AVE	166.00	5.00	171.00
10508440	14813	KAISER, NICOLE	754330356025	228 LINCOLN AVE	166.00	5.00	171.00
10508443	28908	HOFFMAN, ELIZABETH	754330356022	212 LINCOLN AVE	166.00	5.00	171.00
10508444	413659	HARTMAN, BRADLEY	754330356021	208 LINCOLN AVE	166.00	5.00	171.00
10508453	45672	PARAJULI, AMRIT	754330305006	503 E PIERCE ST	83.00	5.00	88.00
10508454	21364	NIELSEN, RANDAL	754330305007	501 E PIERCE ST	166.00	5.00	171.00
10508463	413685	MANZ, ADAM	754330356010	511 VOORHIS ST	83.00	5.00	88.00
10508464	42408	JUSTINO LLC	754330356009	509 VOORHIS ST	83.00	5.00	88.00
10508472	33663	VINEBROOK HOMES BORROWER 1 LLC	754330356004	215 FRANKLIN AVE	166.00	5.00	171.00
10508478	413708	PAWLOSKI, CHRIS	754330360004	304 UNION ST	166.00	5.00	171.00
10508479	21916	HAWN, ROBIN	754330360005	314 UNION ST	166.00	5.00	171.00
10508480	413712	SWANSON, THOMAS J	754330356015	309 UNION ST	166.00	5.00	171.00
10508482	413715	R PROPERTIES	754330362005	411 CARSON AVE	83.00	5.00	88.00
10508484	45576	T-K AQUISITION TEAM LLC	754330362001	401 FRANKLIN AVE	166.00	5.00	171.00
10508490	43017	BRUCE, FRED A	754330356018	423 UNION ST	166.00	5.00	171.00
10508491	30564	COZAD, NATHAN	754330356019	507 UNION ST	166.00	5.00	171.00
10508503	46586	WEILAGE, MATTHEW	754330366007	519 FRANKLIN AVE	83.00	5.00	88.00
10508506	413750	LONG, DAVID L	754330366010	539 FRANKLIN AVE	166.00	5.00	171.00
10508516	420489	BOUCHER, MATT-SHANTEL	754331130007	649 FRANKLIN AVE	166.00	5.00	171.00
10508520	36321	HARDING, SARA	754331130011	665 FRANKLIN AVE	166.00	5.00	171.00
10508521	24512	ROSE, DANIEL J	754331130013	675 FRANKLIN AVE	83.00	5.00	88.00
10508526	413779	WILSON, JACOB	754331130019	691 FRANKLIN AVE	166.00	5.00	171.00
10508530	44089	PETERS, CALVIN	754331130023	707 FRANKLIN AVE	166.00	5.00	171.00
10508566	38689	BLUE LOTUS PROPERTIES LLC	754330365016	542 FRANKLIN AVE	166.00	5.00	171.00
10508572	29020	STRAHM, SKYLAR	754330365011	508 FRANKLIN AVE	83.00	5.00	88.00
10508579	37485	RUSSELL, CONNOR WELLMAN	754330359009	316 FRANKLIN AVE	166.00	5.00	171.00

10508582	413869	STARY, JAMES G JR	754330355012	320 PLATNER ST	166.00	5.00	171.00
10508583	406578	MARTIN, ANDREW	754330355009	210 FRANKLIN AVE	166.00	5.00	171.00
10508604	403105	E J C O LLC	754330351005	115 GRACE ST	166.00	5.00	171.00
10508623	46591	KITE, JESSICA	754330365004	437 GRACE ST	166.00	5.00	171.00
10508627	413926	SMOTHERS, JEANNETTE ANN	754331108003	519 GRACE ST	83.00	5.00	88.00
10508642	30634	SMOTHERS, DENNIS	754331128025	860 GRACE ST	166.00	5.00	171.00
10508646	18062	KERWIN, ALEXANDER	754331128010	830 GRACE ST	166.00	5.00	171.00
10508663	35249	ATKINS, AMBER L	754331107014	506 GRACE ST	166.00	5.00	171.00
10508671	38048	NELSON, JAMES EVERETT JR	754330361001	203 CARSON AVE	83.00	5.00	88.00
10508683	33663	V B ONE LLC	754425488013	122 GRACE ST	166.00	5.00	171.00
10508697	38164	SINGH, SARBJIT	754330354002	205 STUTSMAN ST	83.00	5.00	88.00
10508705	24044	RINER, ELIZABETH	754330358004	315 STUTSMAN ST	166.00	5.00	171.00
10508707	414050	BROWN, JEFFREY A	754330364001	403 STUTSMAN ST	166.00	5.00	171.00
10508708	41605	VOS, MATTHEW G-ANGELA R	754330364004	421 STUTSMAN ST	83.00	5.00	88.00
10508720	414071	BROWN, MICHELLE M	754330363003	400 STUTSMAN ST	166.00	5.00	171.00
10508721	33663	V B ONE LLC	754330357014	330 STUTSMAN ST	83.00	5.00	88.00
10508727	426832	PEDERSEN, JOSHUA H-COURTNEY R	754330357008	131 PLATNER ST	83.00	5.00	88.00
10508732	414088	ACKLEY, PATRICIA LOUISE	754425489015	204 STUTSMAN ST	166.00	5.00	171.00
10508736	414095	MILLER, DELBERT	754425487018	120 STUTSMAN ST	166.00	5.00	171.00
10508749	414111	SPENCER, AMY	754331112005	619 S 1ST ST	83.00	5.00	88.00
10508754	414118	GRIFFIS, SEATH A	754331112010	633 S 1ST ST	166.00	5.00	171.00
10508755	406578	MARTIN, ANDREW-COLETTE	754331112011	637 S 1ST ST	166.00	5.00	171.00
10508760	414125	KOHL, JAMES W-THERESA M	754331112030	725 MADISON AVE	166.00	5.00	171.00
10508766	31365	RANNEY, ERIKA	754331112033	2 CHARLES ST	83.00	5.00	88.00
10508778	414158	BOHANNON, TIFFINY M	754331128027	58 CHARLES ST	83.00	5.00	88.00
10508785	20149	BAHENSKY, JEREMY	754331178005	109 CHARLES ST	166.00	5.00	171.00
10508789	414178	FLENKER, JOSHUA B	754331177005	45 CHARLES ST	166.00	5.00	171.00
10508796	24142	BUFFINGTON, ANN	754331177013	779 MADISON AVE	83.00	5.00	88.00
10508798	414190	BACH, PHILLIP L-COLLEEN M	754331177015	787 MADISON AVE	166.00	5.00	171.00
10508800	24811	BIRD, KATIE	754331177010	104 STAHL AVE	166.00	5.00	171.00
10508803	414197	RISNER, DENISE L	754331178002	125 STAHL AVE	166.00	5.00	171.00
10508811	33307	KANNEDY, JONATHAN W-BLAIR N	754331178024	823 MADISON AVE	83.00	5.00	88.00
10508813	414214	JENSEN, ANGELA L	754331178017	116 IOWA AVE	166.00	5.00	171.00
10508814	414215	STARY, ERNEST M	754331178016	120 IOWA AVE	166.00	5.00	171.00
10508842	414256	BENEDICT, KRISTINA	754331179016	600 HAZEL ST	166.00	5.00	171.00
10508850	24098	WALSH, ANITA B	754331253011	715 HAZEL ST	166.00	5.00	171.00
10508876	44848	MCMANUS, ERICA M	754331183002	1011 MADISON AVE	83.00	5.00	88.00
10508884	414320	OSBORNE, ROY W-DIANE M	754331327004	1241 MADISON AVE	166.00	5.00	171.00
10508895	414339	KLEIN, DENNIS R-MARYLYN M	754331402005	121 AUTUMN CIR	83.00	5.00	88.00
10508928	33760	OLSON, MARK N, - KNOWLES, NICOLE	754331381002	1409 SKYLINE DR	83.00	5.00	88.00
10508947	42029	FULLER, SANDRA	754331377006	1412 SKYLINE DR	83.00	5.00	88.00
10508950	36414	SISK, JAMES K - MELISSA A	754331377003	1406 SKYLINE DR	166.00	5.00	171.00
10508977	45098	DAVIS, JESSICA	754331331011	838 TIMBERCREST DR	166.00	5.00	171.00
10508980	414500	MATZEN, KIM	754331326016	1244 MADISON AVE	166.00	5.00	171.00
10508985	38628	BRISSO, DIANE M	754331326011	1224 MADISON AVE	103.00	5.00	108.00
10508993	38067	BAILEY, TANNER	754331182006	1110 MADISON AVE	166.00	5.00	171.00
10508996	414528	MCDOWELL, BOBBI JO	754331181004	1010 MADISON AVE	166.00	5.00	171.00
10509020	414557	ELLERBRUCH, BOYD R-JUDITH A	754331158012	740 MADISON AVE	166.00	5.00	171.00
10509022	414561	NELSON, DEANNA	754331158010	734 MADISON AVE	166.00	5.00	171.00
10509023	39568	HITE, ZACHARY M	754331158009	730 MADISON AVE	83.00	5.00	88.00
10509059	414614	REDLINGER, AMANDA	754436280017	916 GRANDVIEW AVE	166.00	5.00	171.00
10509067	42554	STRAKA, DAVID A	754331153026	158 E GRAHAM AVE	83.00	5.00	88.00
10509075	41664	V B EIGHT LLC	754331153014	118 E GRAHAM AVE	83.00	5.00	88.00
10509076	406578	MARTIN, ANDREW J	754331153013	112 E GRAHAM AVE	166.00	5.00	171.00
10509093	35979	BOYCE, THEODORE	754331151003	802 COMMERCIAL ST	83.00	5.00	88.00
10509094	101233	MAC INVESTMENTS INC	754331151002	708 COMMERCIAL ST	166.00	5.00	171.00
10509096	46721	FRESH START REMODELING LLC	754331152002	122 ANGLE AVE	166.00	5.00	171.00
10509101	403326	MAC INVESTMENTS INC	754331152007	100 E GRAHAM AVE	166.00	5.00	171.00
10509103	414677	BAHR, TERESA	754331102006	120 W MADISON AVE	166.00	5.00	171.00
10509106	414678	KOHL, LUCAS	754331102014	646 S 1ST ST	166.00	5.00	171.00
10509108	414682	ULMER, TANNER J	754331102012	640 S 1ST ST	166.00	5.00	171.00

10509117	414694	SR, MICHAEL J SPENCER	754331101014	608 S 1ST ST	83.00	5.00	88.00
10509131	18443	RIGG HEIDORF LLC	754425489008	221 S 1ST ST	166.00	5.00	171.00
10509138	40574	PROTOSS PROPS LLC	754330357002	119 PLATNER ST	166.00	5.00	171.00
10509142	43944	FAIRWAY INVESTMENT PROPERTIES	754425490003	309 S 1ST ST	146.00	5.00	151.00
10509147	39158	DOLNICEK, JILL	754330357004	116 BLOOMER ST	166.00	5.00	171.00
10509151	414733	RIEF, MICHAEL PAUL	754331103002	109 BLOOMER ST	166.00	5.00	171.00
10509156	414740	LUSAJO, JOHN M-MARY E	754331103007	421 S 1ST ST	166.00	5.00	171.00
10509166	16039	TURNER, JESSICA R	754331105007	525 S 1ST ST	166.00	5.00	171.00
10509168	414755	MAYBERRY, TAMI JO	754331105010	122 KNEPPER ST	166.00	5.00	171.00
10509173	414762	SMITH, VINCE	754331105016	514 DAMON ST	166.00	5.00	171.00
10509187	39844	RISNER, TRENTON D	754330363007	401 DAMON ST	166.00	5.00	171.00
10509195	33538	CLARK, BRENT-JESSICA NEIGHBORS	754331106002	115 CLINTON ST	166.00	5.00	171.00
10509196	406578	MARTIN, ANDREW	754331106001	501 DAMON ST	166.00	5.00	171.00
10509197	45253	CANNON, MILES T	754331106004	509 DAMON ST	166.00	5.00	171.00
10509204	45575	STRATTON, THOMAS B	754331107010	615 STUTSMAN ST	166.00	5.00	171.00
10509205	407927	J K S PROPERTY MANAGEMENT LLC	754331107011	625 STUTSMAN ST	166.00	5.00	171.00
10509206	406578	MARTIN, ANDREW-COLETTE	754331107012	629 STUTSMAN ST	166.00	5.00	171.00
10509207	117818	WALKER, JAMES E	754331126001	701 STUTSMAN ST	166.00	5.00	171.00
10509208	417108	HABITAT FOR HUMANITY OF COUNCIL BLUFFS	754331126002	715 STUTSMAN ST	83.00	5.00	88.00
10509212	20407	MCCREADY, KYLE	754331110017	210 HILL ST	166.00	5.00	171.00
10509217	6093	BOWMAN, KIMBERLY ANN	754331110013	610 STUTSMAN ST	83.00	5.00	88.00
10509226	414838	HAHNE, AMANDA	754332434017	22 KINGSRIDGE DR N	166.00	5.00	171.00
10509231	414847	DAEGES, MICHAEL T-SANDRA K	754331112023	708 DAMON ST	166.00	5.00	171.00
10509235	414852	KINSER, JACOB	754331109010	614 DAMON ST	166.00	5.00	171.00
10509238	36077	MCDORMAN, DANIEL - GLORIA	754331109003	131 KNEPPER ST	166.00	5.00	171.00
10509240	42394	CHRISTENSEN, DAVID T	754331109001	123 KNEPPER ST	166.00	5.00	171.00
10509248	414870	ALLEN, MICHAEL T-LADONNA L	754331101008	516 S 1ST ST	166.00	5.00	171.00
10509263	414895	KESTER, BILLIE JO	754436231005	324 S 1ST ST	166.00	5.00	171.00
10509266	42682	BEHLING, JORDAN JOSEPH	754425481023	232 S 1ST ST	83.00	5.00	88.00
10509312	409492	CANTRELL, VIRGINIA	754436232004	330 HUNTINGTON AVE	42.00	5.00	47.00
10509313	24748	DEWEY, DUSTAN	754436232003	320 HUNTINGTON AVE	83.00	5.00	88.00
10509314	414948	THOMPSON, DON	754436232002	310 HUNTINGTON AVE	166.00	5.00	171.00
10509326	414962	SCOTT, MARLENE T	754436231016	331 HUNTINGTON AVE	166.00	5.00	171.00
10509340	414986	DIXON, AMY	754436280007	509 HUNTINGTON AVE	166.00	5.00	171.00
10509357	41920	GOCHENOUR, CHRISTINE	754436279022	430 HUNTINGTON AVE	166.00	5.00	171.00
10509379	46934	EJJ GROUP INC	754436278005	410 PARK AVE	43.00	5.00	48.00
10509384	38588	HESTIA HEARTH-HOME LLC	754436229009	310 PARK AVE	166.00	5.00	171.00
10509415	415082	LEADER, SHAWN	754436227006	137 GLEN AVE	46.00	5.00	51.00
10509420	46962	KINGDOM CAPITAL, INC	754436227011	167 GLEN AVE	83.00	5.00	88.00
10509429	33663	V B ONE LLC	754436229003	311 GLEN AVE	166.00	5.00	171.00
10509442	16993	WASHBURN, ITALIA	754436278010	439 GLEN AVE	166.00	5.00	171.00
10509480	24200	NEWELL, HEATHER	754436276005	130 5TH AVE	83.00	5.00	88.00
10509502	38504	POZZI, RYAN- ELIZABETH	754436276013	400 GLEN AVE	166.00	5.00	171.00
10509508	15907	MORLEY, CHARLES E JR	754436228004	310 GLEN AVE	166.00	5.00	171.00
10509541	415259	TAYLOR, FRANCIS LEROY	754436406002	909 HIGH ST	166.00	5.00	171.00
10509544	42357	SCHUPPAN, TROY J	754436405014	916 HIGH ST	166.00	5.00	171.00
10509546	33289	KJDW ENTERPRISES INC	754436407008	205 10TH AVE	166.00	5.00	171.00
10509551	34060	K J D W ENTERPRISES INC	754436407009	1010 HIGH ST	166.00	5.00	171.00
10509565	43697	VIXEN LLC	754436457001	121 12TH AVE	166.00	5.00	171.00
10509571	415312	COPPOCK, JEFFREY A	754436453006	1216 HIGH ST	166.00	5.00	171.00
10509584	101233	MAC INVESTMENTS INC	754436456017	1324 HIGH ST	166.00	5.00	171.00
10509602	44604	INCEPTION REALTY LLC	754436477001	187 14TH AVE	166.00	5.00	171.00
10509631	33414	RIVAS, JUAN ANDRADE	754436454009	1302 PLEASANT ST	46.00	5.00	51.00
10509636	415385	RICE, JUSTIN J	754436454007	212 14TH AVE	83.00	5.00	88.00
10509638	415388	HYATT, JO DEE	754436455008	1400 PLEASANT ST	166.00	5.00	171.00
10509643	42443	D R L PROPERTIES LLC	754436456013	1425 PLEASANT ST	21.00	5.00	26.00
10509663	415424	PRUETT, KANDI LYNN	754436452006	1211 S 3RD ST	166.00	5.00	171.00
10509671	31622	BARR, RUSTY A	754436408009	210 12TH AVE	83.00	5.00	88.00
10509674	44703	MONARCA ENTERPRISES, LLC	754436408002	221 11TH AVE	83.00	5.00	88.00
10509676	415444	DEWITT, SHELLY M	754436408004	207 11TH AVE	166.00	5.00	171.00
10509680	415449	BUSE, JAMES A	754436407014	230 11TH AVE	166.00	5.00	171.00

10509681	47122	RENTSDUE LLC	754436407013	234 11TH AVE	104.00	5.00	109.00
10509683	22506	GONZALO, PEREZ RAMIREZ	754436407011	1023 S 3RD ST	166.00	5.00	171.00
10509684	33289	KJDW ENTERPRISES INC	754436407001	239 10TH AVE	166.00	5.00	171.00
10509686	415460	CHRISTIANSEN, JUSTIN LEE	754436407003	233 10TH AVE	166.00	5.00	171.00
10509696	15425	MILNER, CASSANDRA	754436405008	921 S 3RD ST	166.00	5.00	171.00
10509698	21778	BRADY, JAMES - ALICIA	754436405001	903 S 3RD ST	166.00	5.00	171.00
10509703	115092	NELSON, DENA	754436405006	213 9TH AVE	83.00	5.00	88.00
10509709	17275	LARAMEY, ROBERT-STEPHANIE	754436403003	232 9TH AVE	166.00	5.00	171.00
10509710	17275	LARAMEY, ROBERT-STEPHANIE	754436403003	236 9TH AVE	166.00	5.00	171.00
10509718	43778	WEILAGE, AARON	754436263005	225 FAIRVIEW AVE	83.00	5.00	88.00
10509723	415512	FRUSH, TODD J	754436260005	230 FAIRVIEW AVE	166.00	5.00	171.00
10509771	23512	MCCOID, MATTHEW-JEAN	754436206033	290 HIGH SCHOOL AVE	166.00	5.00	171.00
10509781	42086	BLAKE, DAKOTA	754436251009	212 S 3RD ST	83.00	5.00	88.00
10509784	415607	COLLINS, FRED	754436251014	300 5TH AVE	166.00	5.00	171.00
10509798	400807	WEAVER, CATHERINE M	754436402005	308 9TH AVE	166.00	5.00	171.00
10509807	45320	GRAHAM, COTY	754436259008	631 BLUFF ST	83.00	5.00	88.00
10509818	44111	LIVERETT, LOGAN	754436251013	306 5TH AVE	83.00	5.00	88.00
10509826	30029	VINCENT, MATTHEW A	754436251001	203 BLUFF ST	166.00	5.00	171.00
10509831	415667	MORENO, ERIN M	754436206010	117 BLUFF ST	83.00	5.00	88.00
10509836	45592	VANHEUSEN, ALAN-CAROL	754436206004	27 BLUFF ST	166.00	5.00	171.00
10509842	406578	MARTIN, ANDREW J-COLETTE A	754436205013	28 BLUFF ST	166.00	5.00	171.00
10509848	20780	BUSTAMANTE, JOCELYN	754436205019	106 BLUFF ST	83.00	5.00	88.00
10509863	24628	LAVER, DUSTIN - BERRY, STEPHANIE	754436258010	636 BLUFF ST	83.00	5.00	88.00
10509867	415709	TRECEK, RHONDA R	754436261004	706 BLUFF ST	166.00	5.00	171.00
10509874	41103	G S E LLC	754436401002	328 9TH AVE	166.00	5.00	171.00
10509880	408106	BEST PRICE HOMEBUYERS LLC	754436258001	605 S 4TH ST	83.00	5.00	88.00
10509880	408106	BEST PRICE HOMEBUYERS LLC	754436258001	605 S 4TH ST	83.00	5.00	88.00
10509885	400811	TREMEL, DONALD L	754436254009	328 STORY ST	166.00	5.00	171.00
10509902	415734	MENKE, RONALD L JR	754436209002	351 WILLOW AVE	166.00	5.00	171.00
10509904	415739	EISENAUER, KATHRYN M	754436205009	129 S 4TH ST	166.00	5.00	171.00
10509909	41103	G S E LLC	754436253008	514 S 4TH ST	166.00	5.00	171.00
10509940	16309	STEVENS, SHAWN	754436459007	186 15TH AVE	166.00	5.00	171.00
10509962	404363	LONG, MARIA	754436476023	1410 FAIRMOUNT AVE	166.00	5.00	171.00
10509972	415811	GILLOTT, LISA	754436476012	1232 FAIRMOUNT AVE	166.00	5.00	171.00
10509983	22946	BALCOM, NICOLE M	754436479007	1231 FAIRMOUNT AVE	166.00	5.00	171.00
10509986	39526	MOORE, STACEY R	754436479009	1245 FAIRMOUNT AVE	83.00	5.00	88.00
10509994	415850	GOBEN, MIKEL	754436479018	1417 FAIRMOUNT AVE	166.00	5.00	171.00
10510000	42408	JUSTINO LLC	754436478012	21 15TH AVE	166.00	5.00	171.00
10510001	415861	NELSON, DEBORAH A	754436478011	23 15TH AVE	166.00	5.00	171.00
10510002	415863	MCINTOSH, MICHAEL-NICKI	754436478017	31 15TH AVE	166.00	5.00	171.00
10510007	415873	SAVICK, MICHAEL P	754436478003	177 15TH AVE	166.00	5.00	171.00
10510008	403105	E J C O LLC	744401226006	166 W GRAHAM AVE	166.00	5.00	171.00
10510009	119144	WURGLER, BILL-PAMELA	754436478002	179 15TH AVE	166.00	5.00	171.00
10510010	21047	ELLIS, ISABEL S	754436478001	181 15TH AVE	166.00	5.00	171.00
10510042	415933	MCNEAL, JASON T	754331351004	1234 MOORE AVE	166.00	5.00	171.00
10510058	33663	V B ONE LLC	754331354011	715 W GRAHAM AVE	166.00	5.00	171.00
10510059	415957	ROOF, JOHN-BETH	754331354010	709 W GRAHAM AVE	166.00	5.00	171.00
10510060	415959	BOURISAW, ANGEL M	754331354009	701 W GRAHAM AVE	166.00	5.00	171.00
10510063	40675	G-A PROPERTIES	754331354005	625 W GRAHAM AVE	83.00	5.00	88.00
10510076	415987	GARCIA, MANUEL ALVARADO - MARTINEZ, ANNA	744401229001	401 W GRAHAM AVE	83.00	5.00	88.00
10510101	46822	SULLY, JAKE	744401229011	105 HELEN AVE	83.00	5.00	88.00
10510102	24772	BOOTH, KENNETH - KAMMY	744401229012	115 HELEN AVE	83.00	5.00	88.00
10510106	29138	SILES, MARIO J GONZALEZ	744306101005	155 HELEN AVE	83.00	5.00	88.00
10510115	416049	STOWE, LISA	744306102009	152 HELEN AVE	83.00	5.00	88.00
10510116	32799	KEYES, CHRISTOPHER	744306102001	153 HELEN AVE	166.00	5.00	171.00
10510122	101154	MAC INVESTMENT INC	744306102006	7 LYNNWOOD DR	166.00	5.00	171.00
10510129	416072	WEBB, CLARENCE-IRENE	744306101016	12 BECKY LN	166.00	5.00	171.00
10510133	28224	COHRS, ANDREW D-LAUREN E	744306105006	19 BECKY LN	83.00	5.00	88.00
10510139	28818	HAGGSTROM, AMY	744306105022	209 SKYLINE DR	83.00	5.00	88.00
10510150	416109	ELLIS, BARBARA J	744306105012	350 SKYLINE DR	166.00	5.00	171.00
10510178	43724	SIGAFOOSE, DAVID S	744306127004	351 SKYLINE DR	83.00	5.00	88.00

10510197	416194	SMITH, STEPHANIE	744306152016	210 SKYLINE DR	166.00	5.00	171.00
10510229	416250	SPITZNAGLE, ADAM P	744306103005	12 LYNNWOOD DR	83.00	5.00	88.00
10510249	20014	KOCH, DAVID MARK	744401230020	116 DOROTHY AVE	83.00	5.00	88.00
10510255	36212	KJDW ENTERPRISES INC	744401227007	1703 JANE ST	166.00	5.00	171.00
10510272	412362	BROOKS, MONICA	744401230043	1817 TOSTEVIN ST	166.00	5.00	171.00
10510277	21602	SWANGER, JOY	744401205012	198 18TH AVE	166.00	5.00	171.00
10510282	416321	SORENSEN, RUTH H	744401205008	103 W GRAHAM AVE	83.00	5.00	88.00
10510285	21793	CIOCHON, MARK	744401205001	1625 HIGH ST	83.00	5.00	88.00
10510298	15322	HARVEY, TIMOTHY S JR	744401203006	213 16TH AVE	83.00	5.00	88.00
10510300	416338	CAIN, DAVID	744401203004	217 16TH AVE	166.00	5.00	171.00
10510303	37995	SPENCER & MAIN LLC	754436458021	202 16TH AVE	166.00	5.00	171.00
10510314	416354	MERICLE, JEFFREY E	754436458001	1501 S 3RD ST	166.00	5.00	171.00
10510331	38176	GARCIA, REINA ISABEL	754436103006	810 1ST AVE	83.00	5.00	88.00
10510332	34043	DOCE SELECT VISTAS LLC	754436103005	816 1ST AVE	166.00	5.00	171.00
10510349	41513	SANDERSON, CODY J	754436105004	109 S 10TH ST	83.00	5.00	88.00
10510350	33622	KOURI, ANDERSEN P	754436105003	105 S 10TH ST	166.00	5.00	171.00
10510362	32736	GARCIA, SOFONIA MORALES- VICTOR	754436106002	825 1ST AVE	166.00	5.00	171.00
10510363	416390	NOE, CHRIS	754436106003	819 1ST AVE	166.00	5.00	171.00
10510370	45520	LUAL, SARAH NYAWUOR	754436129003	125 S 8TH ST	166.00	5.00	171.00
10510409	416406	KEMMISH, FRED W	754436105012	916 2ND AVE	166.00	5.00	171.00
10510417	38215	KATEMANITY LLC	754436107005	202 S 10TH ST	83.00	5.00	88.00
10510424	39819	HATHAWAY, PERRY N	754436108005	901 2ND AVE	166.00	5.00	171.00
10510460	33144	GUERRERO, VICTOR LOPEZ	754436112002	829 3RD AVE	166.00	5.00	171.00
10510471-1	47180	AMBROSE LAND HOLDINGS 36 LLC	754436112003	307 S 9TH ST	83.00	5.00	88.00
10510471-1	416473	SIVARD, CHARLES R JR-JUDITH A	754436112003	307 S 9TH ST	83.00	5.00	88.00
10510475	416478	SWARD, WALTER	754436111012	912 4TH AVE	166.00	5.00	171.00
10510477	15598	RICHEY, JACQUELINE R	754436111010	918 4TH AVE	166.00	5.00	171.00
10510480	416488	L T STANDING LTD	754436110014	1000 4TH AVE	166.00	5.00	171.00
10510486	416496	DIZON, JAZEL D	754436110007	1030 4TH AVE	166.00	5.00	171.00
10510491	408242	OLD LINCOLN INVESTMENTS LLC	754435239008	1120 4TH AVE	166.00	5.00	171.00
10510494	416505	DREHER, PAUL M	754435277006	1217 4TH AVE	166.00	5.00	171.00
10510498	416511	OWENS, JAMES	754435278020	1113 4TH AVE	83.00	5.00	88.00
10510510	31086	CORRILL, ERIC	754436152006	907 4TH AVE	166.00	5.00	171.00
10510515	38176	GARCIA, REINA ISABEL	754436153006	807 4TH AVE	166.00	5.00	171.00
10510518	39828	WILLIAMS, JUSTIN D	754436153018	412 S 8TH ST	83.00	5.00	88.00
10510524	44774	301 SOUTH EIGHTH STREET LLC	754436132004	309 S 8TH ST	166.00	5.00	171.00
10510526	44774	301 SOUTH EIGHTH STREET LLC	754436132002	301 S 8TH ST	103.00	5.00	108.00
10510549	43946	AN KHANG REALTY LLC	754436177007	626 6TH AVE	166.00	5.00	171.00
10510551	40133	GENESIS HOLDING 2 LLC	754436177003	517 S 7TH ST	165.00	5.00	170.00
10510551-1	40133	GENESIS HOLDING 2 LLC	754436177003	517 S 7TH ST	166.00	5.00	171.00
10510561	43638	KJDWN ENTERPRISE CORP	754436176004	509 S 8TH ST	166.00	5.00	171.00
10510567	416581	BECKWITH, SANDRA M	754436156007	824 6TH AVE	166.00	5.00	171.00
10510573	29256	SHELDON, ARIEL	754436155014	918 6TH AVE	166.00	5.00	171.00
10510579	416599	COX, ROBERT F-PAMELA SEARS	754436154010	514 S 10TH ST	166.00	5.00	171.00
10510586	21609	KIESEL, NICHOLAS B	754435281019	1104 6TH AVE	166.00	5.00	171.00
10510587	408961	L T STANDING LTD	754435281018	1106 6TH AVE	166.00	5.00	171.00
10510588	24430	HOLCOMB, SAMANTHA	754435281017	1108 6TH AVE	166.00	5.00	171.00
10510591	17281	SHOEMAKER, FRANCIS L	754435281014	1120 6TH AVE	166.00	5.00	171.00
10510599	416626	WALDRON, ROBYN R	754435280009	1226 6TH AVE	166.00	5.00	171.00
10510601	416630	STARKEY, TERRI - LEROY L	754435279008	1302 6TH AVE	166.00	5.00	171.00
10510609	29180	JACOBS, MARK	754435282007	1301 6TH AVE	83.00	5.00	88.00
10510635	416664	FRIEZE, GLORIA	754436158010	901 6TH AVE	166.00	5.00	171.00
10510637	41103	G S E LLC	754436159002	827 6TH AVE	166.00	5.00	171.00
10510664	416694	SALES, KELLA	754435407009	1518 10TH AVE	166.00	5.00	171.00
10510672	41119	NELSON, RICK	754435406006	1616 10TH AVE	166.00	5.00	171.00
10510688	18473	HERMAN, JAMES R	754435194008	1731 8TH AVE	166.00	5.00	171.00
10510689	42296	BOWMAN, TERESA	754435194007	1735 8TH AVE	166.00	5.00	171.00
10510699	406578	MARTIN, ANDREW-COLETTE	754435193002	1927 8TH AVE	166.00	5.00	171.00
10510703	41108	TOWNSLEY, REENO	754435192003	2011 8TH AVE	166.00	5.00	171.00
10510714	416751	WINNER, MARK	754435165007	2137 8TH AVE	166.00	5.00	171.00
10510721	33663	V B ONE LLC	754435162012	2220 8TH AVE	166.00	5.00	171.00

10510729	416776	WOOD, DEBORAH	754435162021	2112 8TH AVE	116.00	5.00	121.00
10510730	416778	MASEK, SCOTT C	754435162022	2110 8TH AVE	166.00	5.00	171.00
10510734	33369	MCSORLEY, MICHAEL J	754435188011	2010 8TH AVE	166.00	5.00	171.00
10510737	41667	MANZO, FRANKIE E RUIZ	754435189007	1924 8TH AVE	83.00	5.00	88.00
10510740	417000	LEE, LOUIS JACK-ROBERTA LYNN	754435189010	1914 8TH AVE	83.00	5.00	88.00
10510743	416796	FISHER, JUDY	754435190009	1812 8TH AVE	166.00	5.00	171.00
10510752	416811	FISHER, SHIRLEY A	754435265010	1702 8TH AVE	166.00	5.00	171.00
10510759	16466	B J A INVESTMENTS INC	754435269002	1421 7TH AVE	83.00	5.00	88.00
10510772	45908	TRENT, REBECCA M	754435265001	1717 7TH AVE	83.00	5.00	88.00
10510780	31040	KB RENTALS LLC	754435190004	1819 7TH AVE	83.00	5.00	88.00
10510786	416847	ZAMORA, JOSE-HILDA	754435186012	1810 7TH AVE	83.00	5.00	88.00
10510789	45415	GRANDVIEW REALTY VENTURES LLC	754435187006	1738 7TH AVE	166.00	5.00	171.00
10510790	416852	BARTLETT, DAVID Z	754435187007	1728 7TH AVE	166.00	5.00	171.00
10510816	31552	RENTERIA, HUITZEMENGARI	754435261013	620 S 16TH ST	166.00	5.00	171.00
10510818	41992	OLIVER, CONNOR T	754435261003	1615 6TH AVE	166.00	5.00	171.00
10510819	416889	WISE, HARRY R	754435261002	1617 6TH AVE	166.00	5.00	171.00
10510821	15068	M R C G LLC	754435260003	1705 6TH AVE	166.00	5.00	171.00
10510824	416893	ALLEN, LOREN M-PATTI S	754435187005	1715 6TH AVE	166.00	5.00	171.00
10510828	416901	HEYWOOD, MIKE A	754435187001	1729 6TH AVE	166.00	5.00	171.00
10510835	32847	MICHALSKI, AARON-MCGUIRE,RACHEL	754435186001	1823 6TH AVE	83.00	5.00	88.00
10510839	41007	HOUSH, JEREMY L-SYNDAHL R	754435185003	1911 6TH AVE	83.00	5.00	88.00
10510840	30669	WEEKS, LORI	754435185002	1915 6TH AVE	166.00	5.00	171.00
10510854	416944	SCHEER, JAMES P	754435159032	616 S 21ST ST	166.00	5.00	171.00
10510858	400889	MERKSICK, CONNIE J	754435159016	2113 6TH AVE	166.00	5.00	171.00
10510860	33663	V B ONE LLC	754435159014	2117 6TH AVE	166.00	5.00	171.00
10510868	41108	TOWNSLEY, REENO	754435159005	2213 6TH AVE	166.00	5.00	171.00
10510870	403326	MAC INVESTMENTS INC	754435159003	2217 6TH AVE	166.00	5.00	171.00
10510884	33663	V B ONE LLC	754434281018	614 S 24TH ST	83.00	5.00	88.00
10510888	400601	MAC INVESTMENTS INC	754434281006	2413 6TH AVE	166.00	5.00	171.00
10510896	30961	MAYNARD, LAURA	754434280007	2515 6TH AVE	166.00	5.00	171.00
10510903	417011	GRUBBS, MARK D	754434256008	2619 6TH AVE	166.00	5.00	171.00
10510912	400600	MAC INVESTMENTS INC	754434255012	2705 6TH AVE	166.00	5.00	171.00
10510925	417044	SWEENEY, ROBERT J	754434253012	2740 6TH AVE	166.00	5.00	171.00
10510931	36628	REY'S INVESTMENTS LLC	754434253018	2720 6TH AVE	166.00	5.00	171.00
10510933	38106	PRIESTINO, AMANDA	754434253020	2702 6TH AVE	166.00	5.00	171.00
10510950	16128	JAHDE, REBECCA M	754434278018	2522 6TH AVE	166.00	5.00	171.00
10510955	417090	RONK, SHIRLEY MAE	754434279009	2436 6TH AVE	166.00	5.00	171.00
10510957	417094	MCCULLOUGH, JOHN EDWARD-CAROLE KAY	754434279011	2432 6TH AVE	166.00	5.00	171.00
10510960	15068	M R C G LLC	754434279014	2414 6TH AVE	159.00	5.00	164.00
10510961	33663	V B ONE LLC	754434279015	2410 6TH AVE	80.00	5.00	85.00
10510964	417105	RAY, JONATHAN A-LASHAWNTEA A	754435155011	2306 6TH AVE	166.00	5.00	171.00
10510968	401273	L-T PROPERTIES	754435156024	2214 6TH AVE	166.00	5.00	171.00
10510969	45675	CIRCLE BACK LOGISTICS LLC	754435156025	2212 6TH AVE	166.00	5.00	171.00
10510985	401274	L T STANDING LTD	754435180012	2010 6TH AVE	166.00	5.00	171.00
10510986	417137	AHERNS, MICHAEL J	754435180013	2008 6TH AVE	83.00	5.00	88.00
10510987	17145	OTTESEN, SUSAN RAE - SIMPSON, JODI JEAN	754435180014	2004 6TH AVE	166.00	5.00	171.00
10511000	46938	HOW HOMEBUYERS LLC	754435182015	1802 6TH AVE	146.00	5.00	151.00
10511009	417167	GREEN, MAXWELL W JR	754435255007	1702 6TH AVE	83.00	5.00	88.00
10511011	417169	MORRISON, JAMES	754435256008	1626 6TH AVE	166.00	5.00	171.00
10511014	417175	NORTH, MARGARET K	754435256011	1608 6TH AVE	166.00	5.00	171.00
10511022	26021	MAC INVESTMENTS	754435257012	1512 6TH AVE	166.00	5.00	171.00
10511032	41937	MOWER, DAVID BRETT	754434329009	1008 SPRUCE ST	166.00	5.00	171.00
10511033	407927	J K S PROPERTY MANAGEMENT LLC	754434329010	1012 SPRUCE ST	166.00	5.00	171.00
10511036	417208	MENDOZA, MICHAEL J	754434330001	1104 SPRUCE ST	83.00	5.00	88.00
10511042	400484	ROBERTS, TED-NICOLE	754434335003	2927 POPLAR DR	166.00	5.00	171.00
10511057	417242	ANDREWS, CHARLES L-JEANNE A	754434331003	913 SPRUCE ST	42.00	5.00	47.00
10511058	417245	CHAPIN, BRUCE-PATRICIA	754434331002	909 SPRUCE ST	166.00	5.00	171.00
10511069	41309	SCHOENING, ALEXANDER JOSEPH	754434331026	1012 PINE ST	166.00	5.00	171.00
10511092	417298	DESANTIAGO, RORY G	754434332006	925 PINE ST	83.00	5.00	88.00
10511094	33663	V B ONE LLC	754434332004	917 PINE ST	166.00	5.00	171.00
10511113	40911	BROWN, ELIZABETH	754434332032	1114 BIRCH ST	166.00	5.00	171.00

10511124	21788	DONNER, HANK	754434333010	1009 BIRCH ST	83.00	5.00	88.00
10511125	417346	BANNISTER TRUST-SHARON A BANNISTER	754434333009	1005 BIRCH ST	166.00	5.00	171.00
10511131	111350	NAVARRETE, PABLO J FIMBRES	754434333003	911 BIRCH ST	83.00	5.00	88.00
10511140	33080	REED, PEGGY L	754434333024	1000 ASH ST	83.00	5.00	88.00
10511150	45103	DAVILA, MAURICIO	754434335016	1204 ASH ST	166.00	5.00	171.00
10511154	33207	COATES, KAYELYN D-HANSON, DAVID	754434334018	1117 ASH ST	83.00	5.00	88.00
10511157	24227	OPAL, PATRICK-SARAH	754434334015	1107 ASH ST	166.00	5.00	171.00
10511159	31007	BAKER, PATRICK E	754434334013	1023 ASH ST	166.00	5.00	171.00
10511161	39416	CUMBERLAND, MATTHEW	754434334010	1015 ASH ST	166.00	5.00	171.00
10511163	19438	WALLING, ERICA	754434334008	1007 ASH ST	166.00	5.00	171.00
10511164	21877	SEILER, MICHAEL	754434334007	1003 ASH ST	83.00	5.00	88.00
10511166	417416	MARKUSSEN, STEVEN L-CANDY M	754434334005	921 ASH ST	166.00	5.00	171.00
10511206	417451	MERKSICK, MILANIE LOUISE	754434285010	2401 8TH AVE	166.00	5.00	171.00
10511208	417451	MERKSICK, MILANIE LOUISE	754434283021	2406 8TH AVE	166.00	5.00	171.00
10511210	417457	MERKSICK, MILANIE	754434285007	2417 8TH AVE	166.00	5.00	171.00
10511211	417458	KNAPP, TED E-JOYCE F	754434285006	2425 8TH AVE	166.00	5.00	171.00
10511213	417462	GRAYBILL, DUSTIN	754434283019	2418 8TH AVE	83.00	5.00	88.00
10511215	417466	WURTZ, MICHAEL J	754434283017	2426 8TH AVE	166.00	5.00	171.00
10511219	417471	BRANIGAN, DOUGLAS JOHN	754434283014	2438 8TH AVE	83.00	5.00	88.00
10511225	33841	PINEDA, ELMER	754434282023	2508 8TH AVE	166.00	5.00	171.00
10511228	417486	ETHERINGTON, TAMARA E	754434282020	2526 8TH AVE	166.00	5.00	171.00
10511247	417511	WORKMAN, SCOTT	754434260002	2649 8TH AVE	83.00	5.00	88.00
10511253	43635	MORTON, FRANCIS F.	754434257017	2722 8TH AVE	166.00	5.00	171.00
10511282	34043	DOCE SELECT VISTAS LLC	754434282004	2541 7TH AVE	166.00	5.00	171.00
10511289	23568	FARR, JACOB-GREWE, HANNAH	754434282011	704 S 25TH ST	72.00	5.00	77.00
10511293	30907	MARTINEZ DIAZ, DIANA	754434283003	2449 7TH AVE	166.00	5.00	171.00
10511296	400601	MAC INVESTMENTS INC	754434283007	2411 7TH AVE	146.00	5.00	151.00
10511306	417606	BARKER, STACEY R	754435161002	703 S 24TH ST	166.00	5.00	171.00
10511307	31309	WEAVER, JOSE CARLOS ALONSO	754435161001	701 S 24TH ST	166.00	5.00	171.00
10511308	33663	V B ONE LLC	754435161007	700 S 23RD ST	80.00	5.00	85.00
10511310	33797	MEISTER, JAMES-RUBY	754435161009	706 S 23RD ST	83.00	5.00	88.00
10511311	417613	HEISLER-EGGERS, CONNIE	754435161010	710 S 23RD ST	166.00	5.00	171.00
10511314	417618	KEMPLIN, TIMOTHY J-KATHY	754435162003	2205 7TH AVE	83.00	5.00	88.00
10511318	38346	CARRIER, MARILYN	754435162007	2133 7TH AVE	83.00	5.00	88.00
10511318	38346	CARRIER, MARILYN	754435162007	2133 7TH AVE	83.00	5.00	88.00
10511322	24263	DELEHANT, ANDREW	754435162011	2117 7TH AVE	83.00	5.00	88.00
10511325	417630	LEMUS, ROBERTO F RODRIGUEZ	754435162026	712 S 21ST ST	166.00	5.00	171.00
10511340	417651	WILKINSON, JOHN W	754435188008	2001 7TH AVE	166.00	5.00	171.00
10511346	46975	OWENS, STEVEN	754435185011	1906 7TH AVE	126.00	5.00	131.00
10511354	417671	LUND, WILLIAM G-LISA J	754435184012	2016 7TH AVE	166.00	5.00	171.00
10511362	417684	WENDT, BRENDA L	754435159029	2114 7TH AVE	166.00	5.00	171.00
10511364	35984	BOWEN, MORGAN	754435159036	2142 7TH AVE	166.00	5.00	171.00
10511370	417698	L T STANDING LTD	754435159021	2220 7TH AVE	166.00	5.00	171.00
10511378	33663	V B ONE LLC	754434281013	2426 7TH AVE	166.00	5.00	171.00
10511381	19590	HODTWALKER, RICHARD	754434281010	2444 7TH AVE	166.00	5.00	171.00
10511382	417711	WRIGHT, EMMET E	754434280016	610 S 25TH ST	166.00	5.00	171.00
10511386	419571	GUNZENHAUSER, BRIAN K-LINDA S	754434280012	2522 7TH AVE	166.00	5.00	171.00
10511392	44266	BRESSMAN, ALEXANDRA	754434256015	2622 7TH AVE	83.00	5.00	88.00
10511396	417732	ROBBINS, JOHN T	754434256011	2650 7TH AVE	83.00	5.00	88.00
10511399	47339	REITZ, ASHLYNN	754434255026	2702 7TH AVE	83.00	5.00	88.00
10511401	24090	BREWER, HEATHER	754434255023	2714 7TH AVE	166.00	5.00	171.00
10511403	404781	RAYBURN RENTALS LLC	754434255027	2720 7TH AVE	166.00	5.00	171.00
10511411	45196	UHL, LAURA	754436181015	616 S 7TH ST	166.00	5.00	171.00
10511415	101233	MAC INVESTMENTS INC	754436181010	615 S 8TH ST	166.00	5.00	171.00
10511429	417761	BROWN, STEVEN RICHARD-SHERYL	754436159010	611 S 9TH ST	83.00	5.00	88.00
10511431	31040	KB RENTALS LLC	754436158011	610 S 9TH ST	166.00	5.00	171.00
10511435	38343	LOPEZ, FRANCISCO J SERRANO	754436158016	908 7TH AVE	166.00	5.00	171.00
10511440	417782	JERUSALEM PETROLEUM LLC	754436157013	616 S 10TH ST	83.00	5.00	88.00
10511446	45590	ALVARADO, JULIAN GARCIA	754436157008	1028 7TH AVE	166.00	5.00	171.00
10511450	404781	RAYBURN RENTALS LLC	754435284015	1106 7TH AVE	83.00	5.00	88.00
10511456	400836	LUSTGRAAF, THOMAS E	754435283013	1206 7TH AVE	166.00	5.00	171.00

10511458	117988	HATHAWAY, JON A-SAMANTHA JEAN	754435283011	1216 7TH AVE	166.00	5.00	171.00
10511459	417805	BROWN, MARY	754435282015	1302 7TH AVE	166.00	5.00	171.00
10511476	42737	BENNE, CLARK R	754435287003	1125 7TH AVE	166.00	5.00	171.00
10511477	417832	STILL, DAVID M	754435287005	1115 7TH AVE	83.00	5.00	88.00
10511485	43757	UDG INVESTMENTS LLC	754436160003	1015 7TH AVE	166.00	5.00	171.00
10511486	417842	SHIPLEY, DEANNA	754436160004	1013 7TH AVE	166.00	5.00	171.00
10511488	110642	MCLEAN, DAVID A-BETTY J	754436160006	1009 7TH AVE	166.00	5.00	171.00
10511497	29498	POWELL, WILLIAM	754436161008	710 S 9TH ST	166.00	5.00	171.00
10511500	14394	HALL, DEVAN J	754436162010	721 S 9TH ST	166.00	5.00	171.00
10511505	40885	HAMMERMEISTER, SHADEN L	754436162002	825 7TH AVE	83.00	5.00	88.00
10511511	24746	DYNAMIC PROPERTIES LLC	754436162015	712 S 8TH ST	166.00	5.00	171.00
10511512	22909	ZARABENNY HOLDINGS LLC - PAULEY, KURTIS	754436184005	719 S 8TH ST	166.00	5.00	171.00
10511529	38018	CORONADO PROPERTIES LLC	754436161012	920 8TH AVE	83.00	5.00	88.00
10511534	417905	BLUE, CHARLES D-GAYLE L	754436160010	1014 8TH AVE	83.00	5.00	88.00
10511535	417907	BRANDT, RICHARD	754436160009	1024 8TH AVE	166.00	5.00	171.00
10511542	24586	ROSAS, LETICIA	754435287014	1120 8TH AVE	83.00	5.00	88.00
10511547	24196	SCOTT, TREVOR	754435286013	1204 8TH AVE	166.00	5.00	171.00
10511550	33663	V B ONE LLC	754435286010	1222 8TH AVE	166.00	5.00	171.00
10511559	417942	MAC INVESTMENTS INC	754435289002	1217 8TH AVE	166.00	5.00	171.00
10511560	402874	GOTTSCHALK, DONALD W	754435289003	1215 8TH AVE	166.00	5.00	171.00
10511561	23248	GEMINI EXCAVATING-MAXWELL, JOHN	754435289009	1213 8TH AVE	166.00	5.00	171.00
10511590	44687	DEPARTMENT OF CORRECTIONS, STATE OF IOWA	754435290006	1031 8TH AVE	83.00	5.00	88.00
10511602	417973	VALADEZ, EMELY C/O LINDA VALADEZ	754436165005	807 8TH AVE	166.00	5.00	171.00
10511612	43203	ADLAND, ANDREA JOYCE	754436187002	721 8TH AVE	166.00	5.00	171.00
10511652	101233	MAC INVESTMENTS INC	744401129002	1703 S 7TH ST	166.00	5.00	171.00
10511656	418006	SHEA, SHAWN P	744401129006	1727 S 7TH ST	166.00	5.00	171.00
10511660	401273	L-T PROPERTIES	744401128008	1712 S 7TH ST	166.00	5.00	171.00
10511671	418020	SNYDER, ALICIA A	744401126004	711 16TH AVE	166.00	5.00	171.00
10511676	24495	MCCORD, BEVERLY	754436385004	1517 S 7TH ST	166.00	5.00	171.00
10511690	418040	POGGE, DENNIS L-LINDA K	754436382009	1406 S 7TH ST	166.00	5.00	171.00
10511702	38334	KATEMANITY LLC	754436382006	715 14TH AVE	166.00	5.00	171.00
10511703	418048	MCNEAL, GERALD E	754436382015	1403 S 8TH ST	83.00	5.00	88.00
10511705	29013	AMADOR, TANIA A MALDONADO	754436382002	1411 S 8TH ST	166.00	5.00	171.00
10511707	39668	AGUILON, SANTOS PEDRO CARRETO	754436382017	1421 S 8TH ST	166.00	5.00	171.00
10511708	418157	EDWARDS, JOHN	754436382004	1425 S 8TH ST	83.00	5.00	88.00
10511713	418058	FICHTER, GARY L-JENNIFER S	754436384003	1509 S 8TH ST	166.00	5.00	171.00
10511714	418060	ESPINOZA, ALBERTO A-MICKIE C D	754436384002	1507 S 8TH ST	166.00	5.00	171.00
10511720	400601	MAC INVESTMENTS INC	754436360011	1518 S 8TH ST	166.00	5.00	171.00
10511727	29310	RENNAKER, SAMUEL	754436353006	802 14TH AVE	166.00	5.00	171.00
10511741	400704	VALADEZ, EZEQUIEL	754435215011	1406 4TH AVE	166.00	5.00	171.00
10511755	418105	RUBIX HOLDINGS LLC	754435213015	1610 4TH AVE	166.00	5.00	171.00
10511757	101233	MAC INVESTMENTS INC	754435213013	1616 4TH AVE	166.00	5.00	171.00
10511768	418118	FRIEZE, CANDACE C	754435137012	1800 4TH AVE	166.00	5.00	171.00
10511771	10752	STEFFES, BRANDEE NICOLE	754435137009	1822 4TH AVE	166.00	5.00	171.00
10511772	15063	DISABLED VETS 29-13	754435137007	1828 4TH AVE	166.00	5.00	171.00
10511781	19724	JANICEK, ELDON-DORI	754435135013	2006 4TH AVE	166.00	5.00	171.00
10511783	15308	LEA, KEVIN	754435135011	2020 4TH AVE	166.00	5.00	171.00
10511791	418156	MCALLISTER, ROBIN R	754435113011	2200 4TH AVE	83.00	5.00	88.00
10511792	401273	L-T PROPERTIES	754435113010	2204 4TH AVE	166.00	5.00	171.00
10511793	45468	SWANEY, LISA	754435113009	2206 4TH AVE	166.00	5.00	171.00
10511794	418158	DONER, MARY A	754435113008	2218 4TH AVE	166.00	5.00	171.00
10511796	21818	SANDERS, DANIELLE A	754435113006	2222 4TH AVE	83.00	5.00	88.00
10511809	418177	SAVICK, NICHOLAS S-MICHELLE L	754434232014	2444 4TH AVE	166.00	5.00	171.00
10511827	418209	BROWN, WADE-WAREN CORP	754434208017	2626 4TH AVE	166.00	5.00	171.00
10511831	43259	BATTIATO, MOLLY L	754434208013	2656 4TH AVE	166.00	5.00	171.00
10511832	33663	V B ONE LLC	754434207016	2704 4TH AVE	146.00	5.00	151.00
10511845	36568	SIFORD, DIANA L-JOHN A	754434251006	2735 4TH AVE	166.00	5.00	171.00
10511851	418243	WATTS, CASSANDRA Y	754434251012	2711 4TH AVE	166.00	5.00	171.00
10511858	111590	GOFFS HOME RENTAL LLC	754434252005	2629 4TH AVE	166.00	5.00	171.00
10511863	418258	SPIDELL, RON	754434252009	2605 4TH AVE	166.00	5.00	171.00
10511867	43258	RODARTE, ASIA UNIQUE	754434276003	2547 4TH AVE	83.00	5.00	88.00

10511871	20123	HERNANDEZ, JESUS C	754434276007	2511 4TH AVE	166.00	5.00	171.00
10511877	418284	CHASE, RICHARD B-RITA A	754434277004	2435 4TH AVE	83.00	5.00	88.00
10511878	418284	CHASE, RICHARD B-RITA A	754434277005	2423 4TH AVE	83.00	5.00	88.00
10511888	418299	DAVEY, MICHELLE L	754435151002	2309 4TH AVE	83.00	5.00	88.00
10511891	418302	HERNANDEZ, JOSE-NICHOLE	754435151004	408 S 23RD ST	166.00	5.00	171.00
10511892	36162	HALL, KERRY D JR-LINDSEY N	754435152001	401 S 23RD ST	166.00	5.00	171.00
10511894	45183	MCDOWELL, JUSTIN L	754435152003	2203 4TH AVE	83.00	5.00	88.00
10511900	418319	STARK, CHARLES	754435153005	2121 4TH AVE	166.00	5.00	171.00
10511902	30783	SORIA, ALICIA	754435153007	402 S 21ST ST	166.00	5.00	171.00
10511909	418329	MARTINEZ, BRENDA	754435176005	2013 4TH AVE	166.00	5.00	171.00
10511918	418342	HASHBERGER, DANIEL	754435178002	1819 4TH AVE	166.00	5.00	171.00
10511922	418344	MCFARLAND, KIM L	754435178006	400 S 18TH ST	146.00	5.00	151.00
10511926	23504	STOKES, MICHELLE R	754435179003	1729 4TH AVE	162.00	5.00	167.00
10511944	24399	MORRIS, STEPHANIE A	754435253002	1525 4TH AVE	166.00	5.00	171.00
10511960	418381	MIZE, SUE E	754435251006	1706 5TH AVE	166.00	5.00	171.00
10511966	18466	HARPER, TIMOTHY	754435179007	1728 5TH AVE	83.00	5.00	88.00
10511975	31086	CORRILL, ERIC-LORRAINE	754435177009	1918 5TH AVE	166.00	5.00	171.00
10511976	418403	BRIELS, SHELLI	754435177008	1920 5TH AVE	166.00	5.00	171.00
10511984	44623	ZADOW, SIRENA	754435176010	2016 5TH AVE	83.00	5.00	88.00
10511985	418415	KNUTH, WAYNE THOMAS-WANDA RAE	754435176009	2018 5TH AVE	106.00	5.00	111.00
10511992	418423	MCKERN, JERI LYNN	754435180008	2003 5TH AVE	166.00	5.00	171.00
10511996	418430	L T STANDING LTD	754435181004	1917 5TH AVE	166.00	5.00	171.00
10511998	101233	MAC INVESTMENTS INC	754435181006	1901 5TH AVE	166.00	5.00	171.00
10512000	33882	SCHUENEMANN, JANNIC CROVIN	754435182002	1813 5TH AVE	83.00	5.00	88.00
10512007	418447	PLAK, MICHELLE	754435182008	504 S 18TH ST	166.00	5.00	171.00
10512014	418457	LEE, MARVIN-CAROLYN L	754435255001	1719 5TH AVE	83.00	5.00	88.00
10512016	43261	GAYTAN, DANIEL	754435255003	1703 5TH AVE	166.00	5.00	171.00
10512018	400938	MAC INVESTMENTS INC	754435256002	1627 5TH AVE	166.00	5.00	171.00
10512028	29260	WARREN, TRAVIS	754435257005	1507 5TH AVE	83.00	5.00	88.00
10512034	38324	BALTIC AVENUE LLC	754435277013	1214 5TH AVE	146.00	5.00	151.00
10512041	34061	CHRISTIANSEN, JUSTIN LEE-JENNIFER	754435278013	1118 5TH AVE	166.00	5.00	171.00
10512042	415460	CHRISTIANSEN, JUSTIN LEE	754435278013	1118 5TH AVE	166.00	5.00	171.00
10512044	418486	BLACKMORE, JUDITH	754435278016	1104 5TH AVE	166.00	5.00	171.00
10512051	25296	THOMSEN, SEAN	754436151011	1010 5TH AVE	166.00	5.00	171.00
10512056	424488	MILLER, HARRY - MARY L	754436152009	916 5TH AVE	166.00	5.00	171.00
10512062	41437	ENDRISE, JOSHUA-SHAY	754436153010	415 S 9TH ST	166.00	5.00	171.00
10512066	32885	HOATSON, DAVE E-TRACI L	754436153014	812 5TH AVE	166.00	5.00	171.00
10512072	28755	TWYFORD, NORA	754436132013	710 5TH AVE	166.00	5.00	171.00
10512084	418522	MURRAY, WILLIAM	754436155009	903 5TH AVE	83.00	5.00	88.00
10512088	406264	MAC INVESTMENTS INC	754436155002	929 5TH AVE	166.00	5.00	171.00
10512096	24352	MOHR, LEVI	754435281009	1101 5TH AVE	166.00	5.00	171.00
10512098	39837	ASTRUM LLC	754435281008	1105 5TH AVE	83.00	5.00	88.00
10512110	400548	DREHER, PAUL M-GLORIA RICKERTS	754435280003	1217 5TH AVE	166.00	5.00	171.00
10512138	418576	SAMPSON, ANGELA L	754435204004	1700 2ND AVE	166.00	5.00	171.00
10512140	418579	NIELSEN, SHAWN	754435130004	1726 2ND AVE	166.00	5.00	171.00
10512161	38281	GENIUS ARTS LLC	754435105010	2300 2ND AVE	83.00	5.00	88.00
10512165	115359	MARTINS, MICHAEL E-CAROLYN A	754435105002	105 S 24TH ST	83.00	5.00	88.00
10512191	401026	DALEY CONSTRUCTION LLC	754434205006	2733 2ND AVE	83.00	5.00	88.00
10512213	418654	STEWART, ROBERT P	754434229004	2521 2ND AVE	166.00	5.00	171.00
10512219	418663	RAMOS, CANDACE A	754434230005	2415 2ND AVE	166.00	5.00	171.00
10512242	418682	HANSLIP, RODNEY A-DIANA L	754435110011	202 S 21ST ST	166.00	5.00	171.00
10512249	24263	DELEHANT, ANDREW	754435111002	205 S 21ST ST	83.00	5.00	88.00
10512256	418704	WALKER, DENNIS L - AMANDA	754435131008	210 S 20TH ST	166.00	5.00	171.00
10512270	27132	BIG V RENTALS LLC	754435208001	1723 2ND AVE	166.00	5.00	171.00
10512275	400600	MAC INVESTMENTS INC	754435209002	1617 2ND AVE	166.00	5.00	171.00
10512277	418734	HADDEN, MELISSA M	754435209004	1613 2ND AVE	166.00	5.00	171.00
10512301	418759	MCELROY, JANICE	754435210007	1526 3RD AVE	83.00	5.00	88.00
10512304	416630	STARKEY, TERRI - LEROY L	754435209015	1604 3RD AVE	166.00	5.00	171.00
10512309	401273	L-T PROPERTIES	754435209010	1620 3RD AVE	166.00	5.00	171.00
10512320	29432	LOWMAN, JESSICA	754435133008	1814 3RD AVE	166.00	5.00	171.00
10512321	418784	LT STANDING	754435133007	1818 3RD AVE	166.00	5.00	171.00

10512325	29134	WILSON, REBECCA	754435132003	1908 3RD AVE	166.00	5.00	171.00
10512339	418808	MILLER, MICHAEL	754435108011	2302 3RD AVE	83.00	5.00	88.00
10512351	40854	LOPEZ, GUADALUPE	754434229014	2520 3RD AVE	166.00	5.00	171.00
10512352	33451	HEAVICAN, COLE	754434229012	2536 3RD AVE	166.00	5.00	171.00
10512366	418847	SIVARD, MEGAN M	754434206014	2642 3RD AVE	166.00	5.00	171.00
10512370	418851	ZATIZABAL, PABLO L	754434206011	2658 3RD AVE	166.00	5.00	171.00
10512371	418852	BOETTGER, CHERI N	754434205021	2700 3RD AVE	166.00	5.00	171.00
10512375	16043	GREEN, BRENT C	754434205017	2730 3RD AVE	166.00	5.00	171.00
10512378	418864	WILLIAMS, KATHERINE M	754434205014	2746 3RD AVE	166.00	5.00	171.00
10512404	406525	MAC INVESTMENTS INC	754434231005	2525 3RD AVE	166.00	5.00	171.00
10512416	24498	TRAMONTE, BRIAN J	754434232006	2423 3RD AVE	166.00	5.00	171.00
10512422	101233	MAC INVESTMENTS INC	754435112002	2317 3RD AVE	166.00	5.00	171.00
10512430	418932	LANGENBERG, RONALD D	754435113005	2201 3RD AVE	83.00	5.00	88.00
10512431	38058	GAUTNEY, MARCUS W-MARIAH L	754435114001	2133 3RD AVE	166.00	5.00	171.00
10512432	34042	HIBBARD, KEITH	754435114002	2131 3RD AVE	166.00	5.00	171.00
10512439	418947	RUPPE, DENNIS WAYNE	754435114013	306 S 21ST ST	166.00	5.00	171.00
10512444	418957	RICHARDS, ROSEMARY	754435115002	2025 3RD AVE	83.00	5.00	88.00
10512446	418962	JONES, JENNIFER LYNN	754435135003	2015 3RD AVE	83.00	5.00	88.00
10512457	418976	TALLMAN, JANET L	754435136006	1901 3RD AVE	83.00	5.00	88.00
10512464	20112	ENGLE, KATHRYN	754435137006	302 S 18TH ST	63.00	5.00	68.00
10512472	418999	DAVIS, STEPHEN C	754435213003	1629 3RD AVE	83.00	5.00	88.00
10512473	419001	CARMAN, GRANT M	754435213004	1625 3RD AVE	166.00	5.00	171.00
10512480	117818	WALKER, JAMES E	754435214003	1525 3RD AVE	166.00	5.00	171.00
10512491	419027	PRUETT, DARRELL	754435237004	1315 3RD AVE	146.00	5.00	151.00
10512513	405974	MIGUEL, MARIA I	754433128001	3739 2ND AVE	166.00	5.00	171.00
10512544	419057	NUSSER, ROBERT J	754433128012	3730 3RD AVE	83.00	5.00	88.00
10512559	33402	QUEZAZA, JOSIE	754433129009	3730 4TH AVE	83.00	5.00	88.00
10512560	14283	STEVENS, PHILLIP G	754433129007	3742 4TH AVE	166.00	5.00	171.00
10512568	419084	PERSINGER, SCOTT L	754433209001	3717 4TH AVE	83.00	5.00	88.00
10512582	419098	MINARD, LINDA	754433205002	3557 2ND AVE	83.00	5.00	88.00
10512583	419100	NUGENT, KEVIN P	754433205003	3555 2ND AVE	166.00	5.00	171.00
10512600	419124	NGUYEN, JOHN	754433232004	3449 2ND AVE	83.00	5.00	88.00
10512629	419147	MCKEEMAN, WANDA	754434105004	3307 2ND AVE	166.00	5.00	171.00
10512642	404867	ACME REAL ESTATE INC	754434107001	203 S 32ND ST	166.00	5.00	171.00
10512652	31243	R-D GORDON PROPERTIES LLC	754434107006	3111 2ND AVE	83.00	5.00	88.00
10512653	21647	MEYER, DUANE - HARMON, REBEKAH	754434107007	3107 2ND AVE	166.00	5.00	171.00
10512665	419178	AHERNS, RAYMOND E JR	754434130005	3017 2ND AVE	166.00	5.00	171.00
10512669	420104	DAVIS, KALEB J	754434131002	2927 2ND AVE	166.00	5.00	171.00
10512708	33528	WEBSTER, ANDREW-MARY Y	754434130009	3032 3RD AVE	166.00	5.00	171.00
10512711	419242	BRITTON, BRADLEY D	754434107012	3108 3RD AVE	83.00	5.00	88.00
10512712	28817	HOTCHIKISS, SCOTT	754434107011	3114 3RD AVE	83.00	5.00	88.00
10512715	42443	D R L PROPERTIES LLC	754434106014	3208 3RD AVE	166.00	5.00	171.00
10512722	17058	BANDERAS, HUGO MARTINEZ	754434105011	3302 3RD AVE	83.00	5.00	88.00
10512726	15312	STUART, MARK L JR	754434105007	3320 3RD AVE	83.00	5.00	88.00
10512737	419278	AMBRIZ, JOSE LUIS PEREZ	754433232026	3402 3RD AVE	83.00	5.00	88.00
10512762	419314	JOHANNES, TRAVIS R	754433205007	3564 3RD AVE	166.00	5.00	171.00
10512776	419328	HANSEN, JODY	754433207007	3609 3RD AVE	166.00	5.00	171.00
10512791	419355	HUNTOON, RONALD W	754433235002	3451 3RD AVE	166.00	5.00	171.00
10512802	33663	V B ONE LLC	754433235013	3405 3RD AVE	80.00	5.00	85.00
10512812	419386	WEESNER, JOSHUA L	754434109008	3205 3RD AVE	166.00	5.00	171.00
10512820	17382	REINDERS, JOSHUA - FALKENHAINER, SARA	754434110007	302 S 31ST ST	166.00	5.00	171.00
10512823	45050	VANATTA, NANCY D	754434133002	3033 3RD AVE	166.00	5.00	171.00
10512826	419407	VALDEZ, CARLA T	754434133005	3019 3RD AVE	166.00	5.00	171.00
10512827	419408	CHAVEZ, ANGEL FREDY	754434133006	3013 3RD AVE	166.00	5.00	171.00
10512828	407291	MAC INVESTMENT INC	754434133007	3009 3RD AVE	166.00	5.00	171.00
10512855	406578	MARTIN, ANDREW	754434135009	2836 4TH AVE	166.00	5.00	171.00
10512862	47006	MILLER, WADE	754434134009	2940 4TH AVE	83.00	5.00	88.00
10512872	419481	EMBREY, BRIAN L	754434114004	3019 4TH AVE	166.00	5.00	171.00
10512873	16425	HALE, TAMMY S	754434114005	3005 4TH AVE	83.00	5.00	88.00
10512880	419496	MAHAFFEY, MICHAEL C	754434115005	2917 4TH AVE	83.00	5.00	88.00
10512883	15054	MASS, BAILLEY S	754434115008	404 S 29TH ST	166.00	5.00	171.00

10512892	40085	GEISE PROPERTIES 1 LLC	754434178004	2818 5TH AVE	166.00	5.00	171.00
10512915	419543	AUSTIN, DIANNA L	754434109017	3200 4TH AVE	166.00	5.00	171.00
10512918	39697	HEADLEY, TAMMY M	754434109014	3218 4TH AVE	166.00	5.00	171.00
10512930	419564	OLSEN, RICHARD S	754433235020	3420 4TH AVE	166.00	5.00	171.00
10512969	38318	CABRAL, BRITTANY N	754433238002	3453 4TH AVE	83.00	5.00	88.00
10512973	419621	BLAIR, RICHARD	754433238008	3435 4TH AVE	166.00	5.00	171.00
10512982	33586	SMITH, GENE A	754434111002	3321 4TH AVE	166.00	5.00	171.00
10512988	43622	GILPIN, LUCAS P-SCENA	754434112003	3225 4TH AVE	83.00	5.00	88.00
10512990	419646	GRABOW, CASEY	754434112006	3211 4TH AVE	166.00	5.00	171.00
10512992	22505	H R HOLDING LLC	754434112008	3201 4TH AVE	166.00	5.00	171.00
10512994	419654	ESTRADA, JESUS ROBLES	754434113002	3131 4TH AVE	166.00	5.00	171.00
10513000	419663	MILLER, ROBERT	754434113008	3101 4TH AVE	166.00	5.00	171.00
10513001	21797	EMERY, JORDAN	754434114001	403 S 31ST ST	166.00	5.00	171.00
10513014	41821	ERICKSON, PATRICK-JAMETTE S	754434152003	3228 5TH AVE	166.00	5.00	171.00
10513018	41015	GARCIA, HALEY	754434151005	3308 5TH AVE	166.00	5.00	171.00
10513024	419700	KUEHN, BARBARA A	754433278002	3344 5TH AVE	83.00	5.00	88.00
10513049	419736	WHITLOW, DAVID L	754433252002	3554 5TH AVE	166.00	5.00	171.00
10513056	20725	HENRIKUS, REBECA	754433251003	3626 5TH AVE	166.00	5.00	171.00
10513066	29885	MARTINEZ, SALVADOR ALIRIO IGLESIAS	754433253008	3607 5TH AVE	83.00	5.00	88.00
10513072	419771	WALLING, MITCHELL E	754433254004	3553 5TH AVE	166.00	5.00	171.00
10513075	419775	SOLOMON, MICHAEL	754433279001	3537 5TH AVE	83.00	5.00	88.00
10513079	17038	FINGERHUT, JOSHUA G-EMILY A	754433279005	3515 5TH AVE	83.00	5.00	88.00
10513082	45029	O R HOLDINGS LLC	754433279008	3501 5TH AVE	166.00	5.00	171.00
10513098	414801	SUITER, ERIN L	754433253013	3620 6TH AVE	166.00	5.00	171.00
10513112	419837	SANDS, DAVID M	754433256003	3553 6TH AVE	83.00	5.00	88.00
10513117	419845	TAYLOR, ANISA L	754433281003	3529 6TH AVE	83.00	5.00	88.00
10513118	43915	CISNERO, LUIS F ARREDONDO	754433281004	3523 6TH AVE	83.00	5.00	88.00
10513123	419856	BARNETTE, WALTER DENNIS	754433280001	3461 5TH AVE	83.00	5.00	88.00
10513137	419883	COLWELL, BETTY	754433280015	3401 5TH AVE	166.00	5.00	171.00
10513144	419894	BIRDSONG, NICOLE D	754434155007	510 S 32ND ST	166.00	5.00	171.00
10513159	419916	BYERS, THOMAS GUY SR	754434180002	2927 5TH AVE	166.00	5.00	171.00
10513160	41522	VAN HOUTEN, JACK	754434180003	2925 5TH AVE	166.00	5.00	171.00
10513169	28734	FRUSH, MEGAN	754434181005	2819 5TH AVE	83.00	5.00	88.00
10513171	31531	ELMWOOD INVESTMENTS LLC	754434181007	2807 5TH AVE	166.00	5.00	171.00
10513173	32944	WILSON, STEVEN-STEPHANIE	754434253001	2755 5TH AVE	58.00	5.00	63.00
10513180	101233	MAC INVESTMENTS INC	754434253009	2711 5TH AVE	166.00	5.00	171.00
10513184	10425	HALL, STEPHANIE MAE	754434254003	2643 5TH AVE	166.00	5.00	171.00
10513185	44945	CARTER, MONTY LEVELL	754434254004	2639 5TH AVE	166.00	5.00	171.00
10513186	44945	CARTER, MONTY LEVELL	754434254004	2637 5TH AVE	166.00	5.00	171.00
10513197	402445	OLD LINCOLN INVESTMENTS LLC	754434278004	2547 5TH AVE	166.00	5.00	171.00
10513202	31636	R-D GORDON PROPERTIES LLC	754434278009	2519 5TH AVE	66.00	5.00	71.00
10513214	419994	HOVEY, JOHN W	754435155003	509 S 24TH ST	166.00	5.00	171.00
10513225	420009	HIGGINS, LESA L	754435156004	2217 5TH AVE	166.00	5.00	171.00
10513226	420011	MARTINEZ, RAMONA	754435156005	2215 5TH AVE	166.00	5.00	171.00
10513240	101233	MAC INVESTMENTS INC	754435157005	515 S 21ST ST	166.00	5.00	171.00
10513241	39995	JOHNSTON, JESSE E	754435157003	509 S 21ST ST	83.00	5.00	88.00
10513257	43627	HERNANDEZ, FRANCISCO	754435152005	2226 5TH AVE	166.00	5.00	171.00
10513263	420055	CHASE, RITA A	754434277024	2420 5TH AVE	83.00	5.00	88.00
10513270	420064	GRIFFIS, MARK S	754434277013	2456 5TH AVE	166.00	5.00	171.00
10513274	420070	TOFT, ROBERTA P	754434276018	2518 5TH AVE	166.00	5.00	171.00
10513285	24497	THOMAS, GUY	754434252015	2634 5TH AVE	166.00	5.00	171.00
10513293	404867	ACME REAL ESTATE INC	754434251022	2716 5TH AVE	166.00	5.00	171.00
10513295	420100	PARKER, VICKI K	754434251020	2726 5TH AVE	166.00	5.00	171.00
10513308	408961	L T STANDING LTD	754434181009	2830 6TH AVE	166.00	5.00	171.00
10513316	420133	HOGAN, LINDA D	754434180008	2940 6TH AVE	166.00	5.00	171.00
10513320	420140	HODGE, TODD L-LISA D	754434179013	3014 6TH AVE	166.00	5.00	171.00
10513323	24519	ANNABLE, JOSEPH A	754434179010	3032 6TH AVE	166.00	5.00	171.00
10513334	17211	WAITE, MICHAEL	754433280027	3414 6TH AVE	166.00	5.00	171.00
10513342	30731	PECK, FORREST-ANITA	754433280019	3450 6TH AVE	166.00	5.00	171.00
10513356	403284	WHITE, MICKEY RAY JR	754433282011	3409 6TH AVE	166.00	5.00	171.00
10513361	18006	KOPIASZ, JOSEPH	754433283003	3333 6TH AVE	166.00	5.00	171.00

10513365	420216	THOMAS, GUY M JR	754434157004	3313 6TH AVE	166.00	5.00	171.00
10513366	40876	V B SIX LLC	754434157005	3303 6TH AVE	166.00	5.00	171.00
10513394	420267	LUSTGRAAF, STEPHEN M JR	754434184004	2923 6TH AVE	166.00	5.00	171.00
10513399	12314	MARTINEZ-BATES, TANYA	754434185002	2831 6TH AVE	166.00	5.00	171.00
10513400	420278	MCDOWELL, KYLE	754434185003	2827 6TH AVE	83.00	5.00	88.00
10513407	420290	ALLELY, KEVIN E	754434185014	2806 7TH AVE	83.00	5.00	88.00
10513412	38347	MADDEN, CRYSTAL R	754434185009	2834 7TH AVE	83.00	5.00	88.00
10513424	17550	THURMAN, SUSAN C	754434182016	3012 7TH AVE	166.00	5.00	171.00
10513425	420320	UECKERT, BRYON C/O DOFNER, LAUREN	754434182015	3018 7TH AVE	166.00	5.00	171.00
10513436-1	420338	FOX, JOHN E-BARBARA J	754434159013	617 S 32ND ST	83.00	5.00	88.00
10513446	33663	V B ONE LLC	754434157010	3310 7TH AVE	80.00	5.00	85.00
10513454	30722	MARSHALL, MARIE	754433282023	3414 7TH AVE	166.00	5.00	171.00
10513462	420381	HAROLD, TERRY L JR-PAMELA A	754433282015	3454 7TH AVE	83.00	5.00	88.00
10513467	420390	ARROYO, JESUS A-HILDA AVALOS	754433281012	3508 7TH AVE	166.00	5.00	171.00
10513472	420398	HARMAN, RICHARD	754433256009	3528 7TH AVE	166.00	5.00	171.00
10513473	101233	MAC INVESTMENTS INC	754433256008	3532 7TH AVE	166.00	5.00	171.00
10513487	14286	CARRIZALEZ, M DEL CARMEN AVALOS	754433258001	3559 7TH AVE	166.00	5.00	171.00
10513491	42515	STOM, GEORGE	754433258005	3529 7TH AVE	166.00	5.00	171.00
10513492	30970	SCHEINOST, COLE C	754433284001	3527 7TH AVE	166.00	5.00	171.00
10513496	42460	RUPPERT, SAMUEL JOHN	754433284005	3515 7TH AVE	166.00	5.00	171.00
10513506	420443	WALKER, JEFF	754433285006	3441 7TH AVE	166.00	5.00	171.00
10513509	420447	MARTIN, THERASA J	754433285009	3427 7TH AVE	166.00	5.00	171.00
10513510	45272	HERNANDEZ, JESUS	754433285010	3423 7TH AVE	166.00	5.00	171.00
10513513	420455	ROSS, DEBRA	754433285013	3411 7TH AVE	152.00	5.00	157.00
10513517	27871	MEDINA, JUVENTINO CRUZ	754433286002	3339 7TH AVE	83.00	5.00	88.00
10513519	420462	EHLERS, ROBERT D-JANET R	754434160001	3313 7TH AVE	166.00	5.00	171.00
10513526	43208	VASQUEZ, SOLANGEL FUENTES	754434161001	3237 7TH AVE	166.00	5.00	171.00
10513534	21902	THOMAS, RICK-CHRISTINA	754434162001	3135 7TH AVE	103.00	5.00	108.00
10513546	420497	ECKES, MORRIS P	754434187001	2933 7TH AVE	166.00	5.00	171.00
10513553	420509	BRITTIAN, DOUGLAS J	754434188001	705 S 29TH ST	166.00	5.00	171.00
10513573	420532	DOSTAL, MONICA M	754434187010	2922 8TH AVE	83.00	5.00	88.00
10513574	33663	V B ONE LLC	754434187009	2926 8TH AVE	166.00	5.00	171.00
10513584	420548	WATERS, LAVONNE RUTH TRUST	754434162013	3116 8TH AVE	62.00	5.00	67.00
10513589	420557	KOPPOLD, JASON Z	754434161016	3200 8TH AVE	166.00	5.00	171.00
10513593	21399	BARNES, JOSEPH	754434161012	3208 8TH AVE	166.00	5.00	171.00
10513594	44665	PETERSON, MARK R	754434161011	3210 8TH AVE	166.00	5.00	171.00
10513600	44756	ALI, FAISAL	754434160011	3306 8TH AVE	83.00	5.00	88.00
10513604	420583	FENDER, ANTHONY	754433286005	3342 8TH AVE	166.00	5.00	171.00
10513609	408106	BEST PRICE HOMEBUYERS LLC	754433285027	3416 8TH AVE	166.00	5.00	171.00
10513611	420596	PALMER TRUST	754433285025	3424 8TH AVE	166.00	5.00	171.00
10513628	20850	LOPEZ, EDUARDO MARTINEZ	754433258010	3538 8TH AVE	53.00	5.00	58.00
10513649	420656	BROWNSBERGER, PHILIP-BARBARA	754433260006	3515 8TH AVE	166.00	5.00	171.00
10513651	34520	BURHENNE, BRADLEY M-JOANN M	754433287002	3511 8TH AVE	166.00	5.00	171.00
10513656	36139	EVERS, KODY M-AUTUMN M	754433287007	3501 8TH AVE	166.00	5.00	171.00
10513658	43098	DICKINSON, STEVE-JERE	754433288002	3427 8TH AVE	166.00	5.00	171.00
10513695	36468	KEPHART, CHASITY B	754434189002	807 S 31ST ST	83.00	5.00	88.00
10513700	113209	WEGNER MANAGEMENT GROUP LLC	754434189006	3015 8TH AVE	166.00	5.00	171.00
10513703	31086	CORRILL, ERIC-LORRAINE	754434190002	817 S 29TH ST	166.00	5.00	171.00
10513717	33663	V B ONE LLC	754434327001	821 S 29TH ST	166.00	5.00	171.00
10513720	101233	MAC INVESTMENTS INC	754434326006	3012 9TH AVE	166.00	5.00	171.00
10513722	31535	KOFOED, MEGAN	754434326004	3020 9TH AVE	166.00	5.00	171.00
10513733	420773	GREENING, CHERYL L	754434302001	823 S 32ND ST	166.00	5.00	171.00
10513734	420774	ALLEN, BRYAN D-BRENDA	754434301012	820 S 32ND ST	166.00	5.00	171.00
10513741	14391	VOSLER, KEVIN	754434301005	3306 9TH AVE	166.00	5.00	171.00
10513751	42425	KNOTEK, CHARLES-MISTY	754433427011	3406 9TH AVE	166.00	5.00	171.00
10513758	404433	ARRICK, DOUGLAS	754433427004	3420 9TH AVE	166.00	5.00	171.00
10513760	31213	N N D HOMES LLC	754433427002	821 S 35TH ST	166.00	5.00	171.00
10513781	420849	SUNTKEN, ALEXANDER JASON	754433404004	3541 9TH AVE	166.00	5.00	171.00
10513783	420852	PETERSON, MYRA	754433404006	3533 9TH AVE	166.00	5.00	171.00
10513784	31086	CORRILL, ERIC D JR-LORRAINE E	754433429001	3529 9TH AVE	166.00	5.00	171.00
10513786	420857	SHOMAKER, ARYANA JACOBY	754433429003	3521 9TH AVE	83.00	5.00	88.00

10513796	36729	ANDERSON, MATTHEW	754433429013	3518 10TH AVE	166.00	5.00	171.00
10513809	23297	WELCH, TYLER-SALLY	754433405001	3561 10TH AVE	166.00	5.00	171.00
10513812	420898	BROWN, DONALD D-MARY P	754433405004	3549 10TH AVE	166.00	5.00	171.00
10513813	38120	WALLACE, MICHAEL JR	754433405005	3543 10TH AVE	83.00	5.00	88.00
10513827	420924	HIKE, BOBBY LEE III	754433432015	3514 11TH AVE	166.00	5.00	171.00
10513828	18083	ELEDGE, JAYME	754433432014	3520 11TH AVE	166.00	5.00	171.00
10513852	18503	CAMPOS, MARISOL CHINO	754433435010	3514 12TH AVE	83.00	5.00	88.00
10513868	14278	PEREZ-CRUZ, JOSE L	754433481003	3346 16TH AVE	166.00	5.00	171.00
10513873	42001	KEN DID IT AGAIN JANSEN LLC	754433436009	1106 S 34TH ST	166.00	5.00	171.00
10513888	420980	DOWNING, PAMELA	754433437001	3341 11TH AVE	166.00	5.00	171.00
10513900	23304	CORRILL, ASHLEY	754434309004	3301 12TH AVE	83.00	5.00	88.00
10513901	420991	SANTACRUZ, ALVARO LEMOS	754434309005	3249 12TH AVE	83.00	5.00	88.00
10513907	420996	BLACKFORD, GARY S	754434307022	3208 12TH AVE	166.00	5.00	171.00
10513913	22945	S V V HOLDINGS LLC	754434309010	3115 12TH AVE	166.00	5.00	171.00
10513916	31437	SIMPSON, SHERYL L	754434308006	3019 11TH AVE	166.00	5.00	171.00
10513919	36772	MORAN, AVEL LUNA	754434329003	3100 11TH AVE	166.00	5.00	171.00
10513960	45384	ANDERSON, MICHAEL	754433433029	3450 11TH AVE	166.00	5.00	171.00
10513963	28752	PICKETT, DALTIN	754433433002	3457 10TH AVE	83.00	5.00	88.00
10513966	421068	STOLP, TROY A-CHRISTY M	754433433006	3445 10TH AVE	166.00	5.00	171.00
10513976	421084	GOETZ, AYLA MARIE	754433433024	3412 11TH AVE	166.00	5.00	171.00
10513978	421088	WILSON, JESSICA J - DAVE A	754433430030	3406 10TH AVE	166.00	5.00	171.00
10513981	418462	MAC INVESTMENTS INC	754433430027	3418 10TH AVE	166.00	5.00	171.00
10513991	30926	GARCIA, NELY P	754433430016	3458 10TH AVE	83.00	5.00	88.00
10513994	29052	GUBBELS, KYLE	754433430003	3451 9TH AVE	166.00	5.00	171.00
10513999	421119	MAC INVESTMENTS	754433430008	3429 9TH AVE	166.00	5.00	171.00
10514027	33663	V B ONE LLC	754434303013	3215 9TH AVE	80.00	5.00	85.00
10514030	421159	PORTILLO, JOSE	754434303026	916 S 32ND ST	166.00	5.00	171.00
10514050	421183	OLSEN, JOSHUA E	754434305001	3327 10TH AVE	83.00	5.00	88.00
10514068	421212	SCHOFIELD, BRUCE III	754434306005	3115 10TH AVE	166.00	5.00	171.00
10514071	421217	VALDEZ, JUAN SALAS	754434329001	3029 10TH AVE	166.00	5.00	171.00
10514077	421228	JUEL, CHRISTOPHER A	754434328011	3008 10TH AVE	166.00	5.00	171.00
10514082	45034	LEE, MICHELLE L	754434304019	3032 10TH AVE	166.00	5.00	171.00
10514090	24895	GORDON, TANNER	754434304011	915 S 32ND ST	166.00	5.00	171.00
10514093	19369	UTTECHT, LAURENCE JR	754434304003	3127 9TH AVE	166.00	5.00	171.00
10514094	19369	UTTECHT, LAURENCE JR	754434304003	3125 9TH AVE	166.00	5.00	171.00
10514096	421256	LOPARCO, DAVID A	754434304005	3113 9TH AVE	83.00	5.00	88.00
10514097	421256	LOPARCO, DAVID A	754434304006	3105 9TH AVE	166.00	5.00	171.00
10514098	421259	MEEKER, TERRY-TIFFANY	754434304007	3103 9TH AVE	166.00	5.00	171.00
10514102	19909	MAGNER, JEFFERY D-THERESA M TRUST	754434328001	3029 9TH AVE	126.00	5.00	131.00
10514104	19909	MAGNER, JEFFERY D-THERESA M TRUST	754434328019	3025 9TH AVE	166.00	5.00	171.00
10514113	404781	RAYBURN RENTALS LLC	744401126010	1623 S 8TH ST	83.00	5.00	88.00
10514114	47069	STRUCK, BRYAN J	744401126011	1625 S 8TH ST	166.00	5.00	171.00
10514116	421279	FRIEZE, JOHN L	744401128001	1701 S 8TH ST	166.00	5.00	171.00
10514125	421292	HALL, HEATHER E	744401131005	1817 S 7TH ST	83.00	5.00	88.00
10514136	421309	DINGMAN, PATRICK	744401179006	2000 S 6TH ST	166.00	5.00	171.00
10514140	46665	MCCLELLAND, NICHOLAS A	744401179008	2016 S 6TH ST	83.00	5.00	88.00
10514146	45420	JENSEN, RITA	744401183002	2100 S 6TH ST	166.00	5.00	171.00
10514161	421327	BAUER, EARL WILLIAM JR-DIANNE	744401331003	2307 S 6TH ST	166.00	5.00	171.00
10514173	421350	RENTERIA, MIKE	744401334002	2403 S 6TH ST	166.00	5.00	171.00
10514185	406415	S L A J LLC	744401337007	429 25TH AVE	166.00	5.00	171.00
10514186	34234	TURNBOUGH, SHIRLEY JOANNE	744401337006	503 25TH AVE	166.00	5.00	171.00
10514192	43691	JUSTINO LLC	744401337010	546 26TH AVE	83.00	5.00	88.00
10514193	421359	KOCH, HEATHER	744401337012	524 26TH AVE	146.00	5.00	151.00
10514201	40004	SOUSA, CHASE	744401380013	525 26TH AVE	166.00	5.00	171.00
10514214	22614	CASTELL, JAVIER C	744401379008	601 27TH AVE	166.00	5.00	171.00
10514215	421416	COLEMAN, ANGELA	744401377011	600 27TH AVE	166.00	5.00	171.00
10514224	421432	KIMSEY, EUGENE	754426108018	2373 AVENUE M WAY	83.00	5.00	88.00
10514231	44038	GETZSCHMAN, KORTNIE	744401327006	2228 S 6TH ST	166.00	5.00	171.00
10514244	102416	BEAL PROPERTIES LLC	744401186006	616 23RD AVE	166.00	5.00	171.00
10514254-1	400601	MAC INVESTMENTS INC	754434283006	2411 7TH AVE	146.00	5.00	151.00
10514259	421487	BARE, GEROLD D	744401336007	609 25TH AVE	166.00	5.00	171.00

10514261	34167	MADRID, PRUDENCIO-YOLANDA G	744401336001	2501 S 7TH ST	166.00	5.00	171.00
10514270	406578	MARTIN, ANDREW J-COLETTE A	744401377003	611 26TH AVE	166.00	5.00	171.00
10514271	421505	RONK, SHELLEY	744401377002	617 26TH AVE	166.00	5.00	171.00
10514276	41872	CONNER, BLAKE	744401377009	610 27TH AVE	83.00	5.00	88.00
10514297	421538	GULICK, TRAVIS B	744401381009	2806 S 7TH ST	166.00	5.00	171.00
10514304	421549	E J C O LLC-C/O WURGLER, PAMELA	744401378007	2708 S 7TH ST	166.00	5.00	171.00
10514308	421556	LEA, KELLY M	744401376012	2620 S 7TH ST	166.00	5.00	171.00
10514313	421563	LETT, CLAY	744401335010	2520 S 7TH ST	166.00	5.00	171.00
10514320	6366	JORDAN, NORMA	744401329012	2332 S 7TH ST	83.00	5.00	88.00
10514328	21034	WITTROCK, JOHN	744401185007	2208 S 7TH ST	83.00	5.00	88.00
10514329	421582	HUNTOON, GEORGE W III-ROXANNE	744401185006	2204 S 7TH ST	83.00	5.00	88.00
10514330	421584	TENORIO, ALINA M	744401185005	703 22ND AVE	83.00	5.00	88.00
10514332	421588	BLUM, MARLENE	744401182009	2120 S 7TH ST	166.00	5.00	171.00
10514335	45922	UNDERWOOD, CURTIS W	744401182007	2108 S 7TH ST	166.00	5.00	171.00
10514337	45027	ATKINS, RAEANNA	744401182006	703 21ST AVE	83.00	5.00	88.00
10514338	21793	CIOCHON PROPERTIES LLC	744401182005	717 21ST AVE	166.00	5.00	171.00
10514358	421617	VANDERVORT, SETH-JESSICA M	744401130003	1817 S 8TH ST	166.00	5.00	171.00
10514362	421623	JOHNSON, CHARLES & VICKI	744401176002	1905 S 8TH ST	166.00	5.00	171.00
10514363	43153	AVALOS, ARTURO	744401176003	1907 S 8TH ST	83.00	5.00	88.00
10514376	421644	CHANLEY, SCOTT KEITH	744401182004	2127 S 8TH ST	166.00	5.00	171.00
10514385	421657	CARBAUGH, VINCENT J	744401329002	2305 S 8TH ST	83.00	5.00	88.00
10514397	46007	SELFMADE LLC	744401332008	710 25TH AVE	83.00	5.00	88.00
10514405	421684	LOPEZ, VICTORIO MARTINEZ-BRIDGETT	744401376006	711 26TH AVE	66.00	5.00	71.00
10514406	43279	PETRY, DEBRA MARIE	744401376001	2601 S 8TH ST	155.00	5.00	160.00
10514419	421698	LOWMAN, CHELLIE M	744401381002	2803 S 8TH ST	83.00	5.00	88.00
10514420	421700	HOTZ, EDWARD M-SHERI L	744401381003	2805 S 8TH ST	166.00	5.00	171.00
10514426	421706	LEWIS, DAVID E-WORLEY, BARBARA	744401356014	804 28TH AVE	166.00	5.00	171.00
10514431	20098	JORGENSEN, BRIAN - TERESA	744401353009	2620 S 8TH ST	166.00	5.00	171.00
10514432	421714	LAMKINS, LUPE	744401353008	2614 S 8TH ST	83.00	5.00	88.00
10514439	45431	COFFIN, JOSEPH	744401309005	2402 S 8TH ST	166.00	5.00	171.00
10514461	33716	SANCHEZ-CHAVEZ, ANA MARIA	744401156012	2012 S 8TH ST	166.00	5.00	171.00
10514462	40266	RODRIGUEZ-MARTINEZ, JESUS-GREGORIA	744401156011	2008 S 8TH ST	166.00	5.00	171.00
10514467	24819	CANO, JANETH	744401153010	1904 S 8TH ST	166.00	5.00	171.00
10514473	16289	STOWE, ZACHARY L	744401106013	1724 S 8TH ST	166.00	5.00	171.00
10514504	421811	WILSON, JASON M-MANDI M	754436355008	1010 15TH AVE	166.00	5.00	171.00
10514506	421815	GREENLEE, RUSSELL-TAMMY	754436355003	1411 S 11TH ST	83.00	5.00	88.00
10514516	421835	BROWNING, NIICOLE	754435482003	1413 HONEY LOCUST ST	166.00	5.00	171.00
10514517	20563	GARREN, WADE-HILARY	754435482002	1409 HONEY LOCUST ST	166.00	5.00	171.00
10514520	421843	MCMULLEN, KELLY	754435481005	1408 HONEY LOCUST ST	166.00	5.00	171.00
10514535	38796	JAGER, ANTHONY ALLEN	754435480006	1214 15TH AVE	166.00	5.00	171.00
10514543	33668	BURFORD, PAYTON T	754436359011	1512 S 9TH ST	83.00	5.00	88.00
10514544	21655	ROSAS, JOSE D ALVERADO	754436359014	903 15TH AVE	166.00	5.00	171.00
10514551	421887	WEESNER, JEREMY S	754436356007	1402 S 9TH ST	83.00	5.00	88.00
10514556	421893	GREEN, JOHN	754436357002	1407 S 9TH ST	166.00	5.00	171.00
10514558	421897	FLANAGAN, BOZANA	754436357005	1419 S 9TH ST	166.00	5.00	171.00
10514562	421905	CROSS, JEANETTE L	754436360003	1511 S 9TH ST	166.00	5.00	171.00
10514566	421912	VALLIER, DALE R	744401103005	1609 S 9TH ST	166.00	5.00	171.00
10514570	421918	JENKINS, PATTRICIA M	744401106006	813 17TH AVE	166.00	5.00	171.00
10514572	404781	RAYBURN RENTALS LLC	744401106003	1709 S 9TH ST	83.00	5.00	88.00
10514592	16036	GALLAGHER, ADAM O	744401156007	817 20TH AVE	166.00	5.00	171.00
10514595	421954	COLEMAN, MARVIN R-GERALDINE	744401156004	2011 S 9TH ST	166.00	5.00	171.00
10514613	36149	CHRISTENSON, TARAH	744401306006	815 23RD AVE	166.00	5.00	171.00
10514614	36742	STARK, FRANCIS D	744401306001	2301 S 9TH ST	21.00	5.00	26.00
10514622	36303	PUETZ, MATT	744401309002	2405 S 9TH ST	166.00	5.00	171.00
10514627	422000	NEIGHBORS, STEVEN E	744401353004	809 26TH AVE	166.00	5.00	171.00
10514628	407926	J K S PROPERTY MANAGEMENT LLC	744401353003	815 26TH AVE	166.00	5.00	171.00
10514637	422016	KNIGGE, CLAIRE E	744401356004	807 27TH AVE	83.00	5.00	88.00
10514638	36921	ENDRISS, KAYCEE	744401356003	811 27TH AVE	166.00	5.00	171.00
10514651	422040	ALLEN, DANIEL	744401359001	2801 S 9TH ST	166.00	5.00	171.00
10514653	33663	VINEBROOK HOMES BORROWER 1 LLC	744401359007	2819 S 9TH ST	166.00	5.00	171.00
10514665	422057	WALLING, JOSEPH M	744401358011	2810 S 9TH ST	146.00	5.00	151.00

10514679	422076	WEATHERILL, ROGER	744401308009	914 25TH AVE	83.00	5.00	88.00
10514680	422078	DIERCKS, RICHARD L	744401308012	906 25TH AVE	83.00	5.00	88.00
10514687	29799	ROCKWOOD TRUST	744401305012	2312 S 9TH ST	166.00	5.00	171.00
10514704	422117	WHITE, KENNETH A-MICHELLE L	744401152012	1918 S 9TH ST	166.00	5.00	171.00
10514705	422119	KOPPOLD, DAVID & SHANNON	744401152011	1914 S 9TH ST	166.00	5.00	171.00
10514710	30823	STARK, ANN	744401108015	910 19TH AVE	166.00	5.00	171.00
10514711	418041	POGGE, DENNIS L-LINDA K	744401108011	1822 S 9TH ST	166.00	5.00	171.00
10514712	422130	CHILDERS, MATTHEW-ASHLEY JOANN	744401108010	1812 S 9TH ST	166.00	5.00	171.00
10514714	39247	REED, KATHLEEN	744401108008	1810 S 9TH ST	166.00	5.00	171.00
10514715	114943	WEIHS, ANTHONY L	744401108007	1800 S 9TH ST	166.00	5.00	171.00
10514716	114943	WEIHS, ANTHONY L	744401108007	1800 S 9TH ST	166.00	5.00	171.00
10514720	404781	RAYBURN RENTALS LLC	744401105011	1722 S 9TH ST	166.00	5.00	171.00
10514725	422150	FIALA, ROGER	744401105005	915 17TH AVE	83.00	5.00	88.00
10514726	414733	RIEF, MICHAEL PAUL	744401102008	918 17TH AVE	166.00	5.00	171.00
10514735	422165	BLAIR, ROBERTA	744401105002	1713 S 10TH ST	166.00	5.00	171.00
10514739	38801	HORAK, ALEX JACOB	744401108001	1805 S 10TH ST	166.00	5.00	171.00
10514742	101233	MAC INVESTMENTS INC	744401152002	1905 S 10TH ST	166.00	5.00	171.00
10514745	34008	JOHNSEN, GARY-SHANNON BRANDON	744401158006	915 21ST AVE	96.00	5.00	101.00
10514746	16781	MANZO, SANDRA RIVERA	744401158001	2101 S 10TH ST	166.00	5.00	171.00
10514748	19308	POLLARD, KIM	744401158003	2111 S 10TH ST	166.00	5.00	171.00
10514752	36063	CAMPBELL, CODY A	744401161002	2205 S 10TH ST	83.00	5.00	88.00
10514757	16130	KRUGER, KATHERINE M	744401305001	2301 S 10TH ST	166.00	5.00	171.00
10514765	422216	MADRID, YOLANDA	744401308003	2411 S 10TH ST	63.00	5.00	68.00
10514771	45357	ALEER, AYIIK WEN	744401311003	2513 S 10TH ST	146.00	5.00	151.00
10514772	24692	JOHNSON, COURTNEY M	744401311004	2519 S 10TH ST	166.00	5.00	171.00
10514800	422259	FRANCO, ANDRES LEMUS	744401357019	2816 S 10TH ST	166.00	5.00	171.00
10514810	422275	SWANSON, RICK M	744401354006	1025 27TH AVE	166.00	5.00	171.00
10514817	33337	NOWLIN, ROY	744401310007	1016 26TH AVE	166.00	5.00	171.00
10514818	422288	PETERSEN, BARBARA L	744401351008	2600 S 10TH ST	166.00	5.00	171.00
10514824	28977	WHITE, DENISE	744401307010	2410 S 10TH ST	166.00	5.00	171.00
10514830	24806	ISKE, TIFFANY	744401304010	2314 S 10TH ST	166.00	5.00	171.00
10514831	39930	HOOSE, DEVON	744401304009	2308 S 10TH ST	166.00	5.00	171.00
10514832	421493	MILLER, WESLEY S	744401304008	2300 S 10TH ST	166.00	5.00	171.00
10514854	403021	ROLD, MARK W	744401151019	1922 S 10TH ST	166.00	5.00	171.00
10514865	37798	M3S LLC	744401104013	1012 18TH AVE	83.00	5.00	88.00
10514867	43600	LEMUS, ERANDY SUAREZ	744401104011	1714 S 10TH ST	166.00	5.00	171.00
10514889	33663	V B ONE LLC	744401107005	1811 S 11TH ST	166.00	5.00	171.00
10514896	41298	TOWNSEND, PATRICK W	744401151003	1907 S 11TH ST	83.00	5.00	88.00
10514902	422410	BLACKFORD, GARY S	744401151009	1917 S 11TH ST	166.00	5.00	171.00
10514906	422412	HEAD, JACQUELINE J	744401154001	2001 S 11TH ST	166.00	5.00	171.00
10514913	422423	WENDT,BRENDA L	744401154009	1012 21ST AVE	166.00	5.00	171.00
10514924	42663	ENDRISS, LYNSIE K	744401301003	2219 S 11TH ST	83.00	5.00	88.00
10514926	422439	WAUGH, THOMAS E	744401304006	1015 23RD AVE	166.00	5.00	171.00
10514934	422449	LEWIS, KERRY D	744401307006	1011 24TH AVE	166.00	5.00	171.00
10514935	42472	MALINOWSKI, ELIZABETH	744401307001	2401 S 11TH ST	166.00	5.00	171.00
10514936	39562	SPRINKEL, STEPHANEY R	744401307002	2407 S 11TH ST	83.00	5.00	88.00
10514952	422477	COLEMAN, LINDA G	744401354001	2701 S 11TH ST	166.00	5.00	171.00
10514954	422481	REHFELDT, CRYSTAL J	744401354003	2711 S 11TH ST	166.00	5.00	171.00
10514955	16057	MCCORMICK, JOHN V	744401354004	2715 S 11TH ST	166.00	5.00	171.00
10514965	422490	NEU, DAVID	744401357010	2819 S 11TH ST	166.00	5.00	171.00
10514982	422503	VICTOR, JOSEPH L	744402481011	1102 28TH AVE	83.00	5.00	88.00
10514993	422522	FOREMAN, CRAIG A	744402478010	2606 S 11TH ST	166.00	5.00	171.00
10515001	422532	UPTON, DONALD E-JOLLEY, RENEE S	744402434014	2416 S 11TH ST	166.00	5.00	171.00
10515003	43947	HILLABRAND, BRETT	744402434012	2410 S 11TH ST	166.00	5.00	171.00
10515006	406394	FIGUEROA, JOVANI	744402434009	2400 S 11TH ST	166.00	5.00	171.00
10515017	32910	ROGERS, AUSTIN	744402428006	2216 S 11TH ST	166.00	5.00	171.00
10515025	41480	FRANCISCO, FRANCISCO LORENZO FRANCISCO	744402283007	1114 21ST AVE	166.00	5.00	171.00
10515031	33792	MCCALLISTER, BRANDON	744402283008	2000 S 11TH ST	83.00	5.00	88.00
10515049	44164	EDIE, BOB	744402234011	1804 S 11TH ST	166.00	5.00	171.00
10515053	44604	INCEPTION REALTY LLC	744402231009	1104 18TH AVE	83.00	5.00	88.00
10515055	24506	TRACY, JODI B	744402231006	1710 S 11TH ST	83.00	5.00	88.00

10515066	41844	PEREZ, LUIS FERNANDO ARROYO	754436352013	928 14TH AVE	166.00	5.00	171.00
10515067	48827	ARROYO, LUIS	754436352012	1002 14TH AVE	166.00	5.00	171.00
10515071	39780	RAMIREZ, DANIEL ENRIQUEZ	754436352008	1018 14TH AVE	83.00	5.00	88.00
10515073	422632	SANDERS, PAUL M-BELINDA K	754435478011	1106 14TH AVE	166.00	5.00	171.00
10515076	422636	ROCHA, VICTOR L-LORI A	754435478007	1122 14TH AVE	166.00	5.00	171.00
10515081	18266	KLOTZ, DANIEL-TRESA	754435477009	1206 14TH AVE	83.00	5.00	88.00
10515081	18266	KLOTZ, DANIEL-TRESA	754435477009	1206 14TH AVE	83.00	5.00	88.00
10515094	32795	RUSER, CALEB-STANFILL, STEPHANIE	754435479016	1406 S 13TH ST	83.00	5.00	88.00
10515106	405922	MAC INVESTMENTS INC	744402227014	1206 17TH AVE	166.00	5.00	171.00
10515108	33131	KING, ROY-JOANNE	744402227008	1606 S 12TH ST	83.00	5.00	88.00
10515131	117406	JOHNSON, BEVERLY A	744402287002	2113 S 12TH ST	166.00	5.00	171.00
10515136	422733	JOHNSON, KEITH E-SARAH	744402428002	2221 S 12TH ST	166.00	5.00	171.00
10515147	16150	HAGGSTROM, TODD A-AMY S	744402434005	2421 S 12TH ST	166.00	5.00	171.00
10515159	31208	AQUILERA LEDESMA, JORGE	744402478001	2603 S 12TH ST	166.00	5.00	171.00
10515160	422777	WAMBOLD, DAVID	744402478002	2607 S 12TH ST	166.00	5.00	171.00
10515184	422817	LANDON, SHAWN	744402480011	2714 S 12TH ST	166.00	5.00	171.00
10515188	422825	JOHNSTON, COLE G	744402477008	1220 27TH AVE	166.00	5.00	171.00
10515201	44684	HEDRICK, CHRISTOPHER	744402433009	2420 S 12TH ST	166.00	5.00	171.00
10515229	37962	MASTERS, JEFF	744402282008	2002 S 12TH ST	166.00	5.00	171.00
10515232	18441	PALMERTON, LINDSEY	744402278011	1930 S 12TH ST	166.00	5.00	171.00
10515236	422912	MARTINEZ, ARMANDO-RAMONA P	744402278007	1902 S 12TH ST	166.00	5.00	171.00
10515264	422959	UNDERWOOD, STEVEN R	744402282001	2001 S 13TH ST	166.00	5.00	171.00
10515267	19577	TINA POLLY REAL ESTATE LLC	744402282004	2011 S 13TH ST	166.00	5.00	171.00
10515269	44931	GARREANS, TRENT	744402286019	2105 S 13TH ST	83.00	5.00	88.00
10515274	16083	WALKER, WESLEY II - JODI	744402290001	2205 S 13TH ST	166.00	5.00	171.00
10515292	24179	KMEZICH, PETE-MARY ELIZABETH	744402435002	1230 26TH AVE	83.00	5.00	88.00
10515295	423005	DAVIS, JULIA A	744402477004	2621 S 13TH ST	83.00	5.00	88.00
10515304	423016	KOCH, DUSTIN JAMES	744402480006	2727 S 13TH ST	166.00	5.00	171.00
10515321	14920	FENDER, JODY L	744402479013	2718 S 13TH ST	166.00	5.00	171.00
10515362	423114	ZAMORA, WILSON J	744402408014	1506 24TH AVE	83.00	5.00	88.00
10515363	423115	PLAMBECK, JAMI D	744402408015	1502 24TH AVE	166.00	5.00	171.00
10515369	31123	GRAY, MARCELLA	744402408021	1523 24TH AVE	164.00	5.00	169.00
10515390	29082	LARSEN, AMANDA	744402405007	2304 S 17TH ST	166.00	5.00	171.00
10515401	31691	SORIA, ANDRES-ALICIA	744402412005	2519 S 17TH ST	166.00	5.00	171.00
10515402	423178	KELLER, DONALD R-KELLY J	744402412004	2515 S 17TH ST	166.00	5.00	171.00
10515404	31664	BAKER, WILLIAM E-JENNINE A	744402411002	2546 S 17TH ST	166.00	5.00	171.00
10515412	423195	WYANT, MATT-MISTY	744402452003	2611 S 17TH ST	166.00	5.00	171.00
10515416	39713	ANDERSON, BROXTON	744402456001	2701 S 17TH ST	166.00	5.00	171.00
10515422	423212	SOLOMON, WAYNE W JR-MARY E	744402456003	2721 S 17TH ST	166.00	5.00	171.00
10515424	19447	MAC INVESTMENTS INC	744402456004	2737 S 17TH ST	166.00	5.00	171.00
10515429	36565	PEREZ, JOSE LORENZO	744402455001	1717 27TH AVE	83.00	5.00	88.00
10515439	41087	DUNNING, NATHAN MILES	744402461017	1511 28TH AVE	83.00	5.00	88.00
10515458	36872	BEADLE, LUCINDA	744402382008	2720 S 18TH ST	166.00	5.00	171.00
10515482	423315	MAHER, JADELYN M	744402331009	2302 S 18TH ST	166.00	5.00	171.00
10515489	423328	OROZCO, ANGELA S	744402334005	1826 25TH AVE	166.00	5.00	171.00
10515490	423330	LOPEZ, JOSE	744402334004	1830 25TH AVE	166.00	5.00	171.00
10515502	22400	FOUTS, JOSH	744402335004	2315 S 18TH ST	166.00	5.00	171.00
10515545	23292	THOMAS, BRENDA	744402452011	2620 S 16TH ST	72.00	5.00	77.00
10515557	423425	VILLALOBOS, CARLOS- ADRIANA	744402413001	1525 25TH AVE	83.00	5.00	88.00
10515560	423430	OBERHELMAN, STEVEN	744402413006	2514 PAVICH DR	166.00	5.00	171.00
10515562	423433	COLELLO, KRISTINA M	744402453019	2616 PAVICH DR	166.00	5.00	171.00
10515571	36400	JOHNS, NICHOLAS	744402457007	2629 PAVICH DR	83.00	5.00	88.00
10515572	423451	VARGAS, PEDRO A-MINDI L	744402457006	2625 PAVICH DR	166.00	5.00	171.00
10515580	423463	WAUGH, JOHN D	744402426005	2224 S 13TH ST	83.00	5.00	88.00
10515581	32874	NINO, JOSE D SANCHEZ	744402426004	2220 S 13TH ST	166.00	5.00	171.00
10515586	42066	STROUD, ZACHARY G	744402285011	2128 S 13TH ST	166.00	5.00	171.00
10515598	423493	UNDERWOOD, STEVEN RAY	744402277007	1316 20TH AVE	166.00	5.00	171.00
10515601	423498	SCHMITZ, PAUL G	744402281002	1321 20TH AVE	166.00	5.00	171.00
10515633	423537	GRIFFIS, KRISTOPHER M	744402226001	1333 16TH AVE	166.00	5.00	171.00
10515638	101233	MAC INVESTMENTS INC	744402203001	1421 16TH AVE	166.00	5.00	171.00
10515648	423558	BALUYOT, JAMIROL A-ROSARIO D	744402405002	2324 S 17TH ST	83.00	5.00	88.00

10515653	38865	GILLIAM, NOAH M	754435462006	1501 15TH AVE	166.00	5.00	171.00
10515654	41518	MADSEN, CARRIE	754435462010	1504 16TH AVE	83.00	5.00	88.00
10515655	400548	DREHER, PAUL M-GLORIA RICKERTS	754435462009	1508 16TH AVE	166.00	5.00	171.00
10515656	37967	KRISHNAN, SHYLESH	754435462011	1522 16TH AVE	166.00	5.00	171.00
10515657	423574	GROSS, JASON	754435462007	1526 16TH AVE	166.00	5.00	171.00
10515661	32845	THOMAS, RICHARD M	754435461009	1632 16TH AVE	83.00	5.00	88.00
10515664	47183	ABIGAIL LAND HOLDINGS 30 LLC	754435460002	1703 15TH AVE	83.00	5.00	88.00
10515664	423582	DESANTIAGO, DANIEL TITO	754435460002	1703 15TH AVE	83.00	5.00	88.00
10515694	423621	RODRIGUEZ, TERRY LYNN	754435457001	1621 14TH AVE	166.00	5.00	171.00
10515704	42623	REA, AUSTIN-BREANNE	754435461007	1601 15TH AVE	83.00	5.00	88.00
10515709	406264	MAC INVESTMENTS INC	744410387021	4035 RAMELLE DR	166.00	5.00	171.00
10515715	19077	GANN, KYLE	744410387015	4023 RAMELLE DR	166.00	5.00	171.00
10515724	423664	SORTINO, JODENE M	744410387006	4005 RAMELLE DR	166.00	5.00	171.00
10515726	18384	KNAUSS, ADAM	744410387004	4001 RAMELLE DR	166.00	5.00	171.00
10515728	408326	BETTS, DEBRA L	744410387001	3909 RAMELLE DR	166.00	5.00	171.00
10515752	423714	FERGUSON, KEVEN W-DEBORAH S	744410331030	3508 RAMELLE DR	83.00	5.00	88.00
10515757	32970	MARTINEZ, LEAH	744410331035	3606 RAMELLE DR	166.00	5.00	171.00
10515758	423725	KATZER, MICHAEL E-MELISSA S	744410331036	3608 RAMELLE DR	166.00	5.00	171.00
10515787	423777	DOLLEN, CORRINE E-DOLLEN, NATHAN S	744410386027	4016 RAMELLE DR	83.00	5.00	88.00
10515790	28806	MARTORELLO, VINCENT	744410386030	4022 RAMELLE DR	166.00	5.00	171.00
10515794	20282	EATHERTON, AILEEN A	744410386034	4030 RAMELLE DR	83.00	5.00	88.00
10515804	29349	BURGESS, FREDDIE E II	744410386018	4033 RAWLINS DR	166.00	5.00	171.00
10515812	423819	THACKER, JASON	744410386010	4017 RAWLINS DR	166.00	5.00	171.00
10515818	33663	VINEBROOK HOMES BORROWER 1 LLC	744410386004	4005 RAWLINS DR	83.00	5.00	88.00
10515825	44507	BAUMKER, AUBREY JASMINE	744410331022	2914 RAWLINS DR	166.00	5.00	171.00
10515826	423842	BARNS, JEREMIAH J-MARTIN, REBECCA L	744410331021	2916 RAWLINS DR	166.00	5.00	171.00
10515831	423851	POAST, CAROL F	744410331016	3006 RAWLINS DR	83.00	5.00	88.00
10515845	24697	MOORE, SARAH L	744410330023	2913 RAWLINS DR	83.00	5.00	88.00
10515862	423905	JACOBS, SHERI A	744410385030	4024 RAWLINS DR	83.00	5.00	88.00
10515864	36549	POWELL, STEVE-REBECCA	744410385032	4028 RAWLINS DR	166.00	5.00	171.00
10515866	31526	DELGADO, KIRBY	744410385034	4032 RAWLINS DR	166.00	5.00	171.00
10515881	30939	MUSSELMAN, MARK I	744410385010	4017 BEL AIR DR	83.00	5.00	88.00
10515899	37964	WALK, KEVIN-BONNIE JO	744410330010	3010 BEL AIR DR	166.00	5.00	171.00
10515915	31449	WHITE, CHARLETER	744410377004	3100 RENNER DR	166.00	5.00	171.00
10515919	424001	HOLMES, WILLIAM O - SHIRLEY J	744410384001	3005 RENNER DR	50.00	5.00	55.00
10515922	45355	PHOENIX INVESTMENTS LLC	744410384018	4004 BEL AIR DR	166.00	5.00	171.00
10515936	29387	BROWN, RACHEL	744410384032	4032 BEL AIR DR	83.00	5.00	88.00
10515941	32953	SHANKS, KRISTINA	744410384034	3008 TWIN CITY DR	166.00	5.00	171.00
10515955	43582	HUNTER, BO-BRITTANY	744410384005	4007 WAKEMAN DR	83.00	5.00	88.00
10515956	412606	EDWARDS, JOHN N-MARSHA C	744410384004	4005 WAKEMAN DR	83.00	5.00	88.00
10515959	28288	CALEB CONSTRUCTION LLC	744410381018	4008 WAKEMAN DR	166.00	5.00	171.00
10515978	33663	V B ONE LLC	744410381008	4013 TWIN CITY DR	166.00	5.00	171.00
10515979	424088	RHOADES, ROGER L	744410381007	4011 TWIN CITY DR	166.00	5.00	171.00
10515983	424094	KOMETSCHER, DONALD J - DANIEL J	744410381001	3105 RENNER DR	166.00	5.00	171.00
10515984	424096	STRABLEY, BRITTANY	744410377002	3909 TWIN CITY DR	166.00	5.00	171.00
10515985	19166	PHILMALEE, PRIMA	744410377001	3907 TWIN CITY DR	166.00	5.00	171.00
10515986	424098	HAMMERMEISTER, LYNN	744410329003	3905 TWIN CITY DR	83.00	5.00	88.00
10515995	424114	KLECKNER-SILVA, KELLY	744410331007	3603 TWIN CITY DR	83.00	5.00	88.00
10515997	424117	HOUSLEY, JULAYNE	744410331005	3505 TWIN CITY DR	166.00	5.00	171.00
10516009	406709	UNICORN HUNTER LLC	744410328011	3702 TWIN CITY DR	83.00	5.00	88.00
10516016	34513	LOCHLAND HOLDINGS LTD	744410328018	3900 TWIN CITY DR	83.00	5.00	88.00
10516019	424159	LOVELADY, JOSHUA	744410376001	3908 TWIN CITY DR	117.00	5.00	122.00
10516034	24790	CLARK, MARIAH	744410380013	4026 TWIN CITY DR	83.00	5.00	88.00
10516040	424185	WHISINNAND, KITTY J	744415127002	3007 TWIN CITY DR	166.00	5.00	171.00
10516062	44590	LOFTUS, CHRISTOPHER	744415132017	2905 MARGARET AVE	166.00	5.00	171.00
10516063	424215	WATSON, SUNNY D	744415132016	2907 MARGARET AVE	166.00	5.00	171.00
10516064	424217	S L A J LLC	744415132015	2909 MARGARET AVE	51.00	5.00	56.00
10516093	37624	B J H PROPERTIES LLC	744410380016	3102 WAKEMAN DR	166.00	5.00	171.00
10516103	424270	MICHELSON, CHARITY	744415127011	4205 JEWELL ST	83.00	5.00	88.00
10516106	424276	CUSULOS, ELEFTHERIOS L	744415127025	3008 MARGARET AVE	166.00	5.00	171.00
10516108	36105	WARNEKE, SAMANTHA NICOLE	744415127027	3004 MARGARET AVE	83.00	5.00	88.00

10516125	424300	COLEMAN, KYLE A	744415131001	4201 SAVAGE ST	166.00	5.00	171.00
10516128	400601	MAC INVESTMENTS INC	744415131004	4207 SAVAGE ST	166.00	5.00	171.00
10516142	424324	WICK, DAMIEN A	744415130019	2914 HEARD LN	83.00	5.00	88.00
10516143	424326	BERTELSEN, NANETTE LYNN DEW	744415130020	2912 HEARD LN	166.00	5.00	171.00
10516148	424332	KIDDER, ANDREW	744415130025	2902 HEARD LN	166.00	5.00	171.00
10516150	34038	HERRICK, BRANDON M	744415130027	2804 MARGARET AVE	83.00	5.00	88.00
10516176	31548	GRAY, STANLEY	744410327010	3000 35TH AVE	166.00	5.00	171.00
10516200	24669	HERMAN, TREVOR	744410305018	3604 KATIE DR	166.00	5.00	171.00
10516212	429038	RASMUSSEN, BRIAN-NICHOLE	744410305006	3402 37TH AVE	166.00	5.00	171.00
10516215	424451	COONEY, SEAN M	744410305003	3408 37TH AVE	166.00	5.00	171.00
10516223	46770	STUTZMAN, KAYLEE	744410306006	3403 37TH AVE	166.00	5.00	171.00
10516242	38795	SPILLERS, KIMBERLY	744410306020	3507 KATIE DR	83.00	5.00	88.00
10516244	31090	FIGUEROA-RAMIREZ, MA GUADALUPE	744410306018	3503 KATIE DR	83.00	5.00	88.00
10516250	424511	CIPOLLA, DARCI A	744410332002	3005 35TH AVE	166.00	5.00	171.00
10516274	24685	SAVAGE, MARK	744410333013	3504 NORMA ST	166.00	5.00	171.00
10516278	30850	EMGE, CHRISTOPHER	744410332029	3606 NORMA ST	166.00	5.00	171.00
10516285	424573	PARKS, REUBEN	744416256003	3515 SCOTT DR	166.00	5.00	171.00
10516299	30866	MAY, ROBERT-PATRICIA	744416255037	3522 SCOTT DR	83.00	5.00	88.00
10516307	423472	CATES, DOROTHY S	744416255045	3506 SCOTT DR	166.00	5.00	171.00
10516310	20159	JONES, BOBBY	744416255048	3500 SCOTT DR	146.00	5.00	151.00
10516315	424614	PETERSON, LINDA	744416255020	3509 STUART BLVD	166.00	5.00	171.00
10516322	424229	WATKINS RENOVATIONS LLC	744416255013	3523 STUART BLVD	166.00	5.00	171.00
10516332	424630	JONES, RICK	744416255004	3615 STUART BLVD	166.00	5.00	171.00
10516333	424778	LOPEZ, DAVID	744416255003	3617 STUART BLVD	166.00	5.00	171.00
10516338	43401	LOPEZ, JOSE DE JESUS	744416254027	3616 STUART BLVD	83.00	5.00	88.00
10516339	45236	ROBLES-GONZALEZ, FRANCISCO J	744416254028	3614 STUART BLVD	166.00	5.00	171.00
10516353	23983	CARDONA, HECTOR MANUEL QUINONES	744416254041	3512 STUART BLVD	166.00	5.00	171.00
10516354	424659	CARDONA, IRMA	744416254042	3510 STUART BLVD	166.00	5.00	171.00
10516365	424672	STEVENS, LEROY CHARLES	744416254019	3511 RONALD RD	166.00	5.00	171.00
10516372	424680	MCCLELLAN, LINDA	744416254012	3525 RONALD RD	62.00	5.00	67.00
10516373	424682	DOMINGUEZ-CENOBIO, ARMANDO	744416254011	3601 RONALD RD	83.00	5.00	88.00
10516374	23961	CORN, ALEXANDER-TABITHA	744416254010	3603 RONALD RD	166.00	5.00	171.00
10516375	424578	ESPINO, EDUARDO	744416254009	3605 RONALD RD	83.00	5.00	88.00
10516383	424692	ROOF, THOMAS - SUSAN	744416254001	3621 RONALD RD	83.00	5.00	88.00
10516389	424700	SANTACRUZ, FRANCISCO CEBALLOS	744416253030	3610 RONALD RD	166.00	5.00	171.00
10516392	46440	THOMPSON, DREW P	744416253033	3604 RONALD RD	166.00	5.00	171.00
10516403	424646	ESPINO, EDUARDO-NISA	744416253044	3508 RONALD RD	166.00	5.00	171.00
10516405	424722	STEVENS, RICHARD	744416253046	3504 RONALD RD	166.00	5.00	171.00
10516410	424726	GARCIA-MORALES, SOFONIA-BELEN	744416253022	3505 WILLIAM LN	166.00	5.00	171.00
10516411	24132	NICHOLS, ALECIA	744416253021	3507 WILLIAM LN	149.00	5.00	154.00
10516413	17281	SHOEMAKER, FRANCIS L	744416253019	3511 WILLIAM LN	166.00	5.00	171.00
10516416	424734	CAMPOS, XIMENA A NUNEZ	744416253016	3517 WILLIAM LN	166.00	5.00	171.00
10516418	424736	JR, RONALD C GILLETT	744416253014	3521 WILLIAM LN	166.00	5.00	171.00
10516435	424755	MORENO, ENRIQUE M	744416252028	3614 WILLIAM LN	72.00	5.00	77.00
10516440	24237	ROBLES, JUAN PABLO VARELA	744416252032	3604 WILLIAM LN	83.00	5.00	88.00
10516446	424762	VAZQUEZ, BENITO	744416252038	3518 WILLIAM LN	83.00	5.00	88.00
10516449	17281	SHOEMAKER, FRANCIS L	744416252041	3512 WILLIAM LN	166.00	5.00	171.00
10516450	17281	SHOEMAKER, FRANCIS L	744416252042	3510 WILLIAM LN	166.00	5.00	171.00
10516455	424767	STEINBACH, JIMMY LEE JR-ASHLEY	744416252047	3500 WILLIAM LN	166.00	5.00	171.00
10516460	424774	MARLEY, RONALD D	744416252020	3509 JOHN ST	166.00	5.00	171.00
10516468	424635	DWYER, LEON L-PATRICIA L	744416252012	3525 JOHN ST	83.00	5.00	88.00
10516478	424789	BLUE, MATTHEW	744416252002	3619 JOHN ST	83.00	5.00	88.00
10516480	424793	PISKORSKI, LISA	744402385010	1809 28TH AVE	166.00	5.00	171.00
10516481	18425	SCHIEFFER, JAIME R	744416251003	3620 JOHN ST	166.00	5.00	171.00
10516490	32336	HOYT, BRIAN L	744416251011	3602 JOHN ST	83.00	5.00	88.00
10516492	42173	HERNANDEZ, JOHN JULIAN JR	744416251013	3524 JOHN ST	166.00	5.00	171.00
10516496	424807	BERKENBOSCH, LES W	744416251017	3516 JOHN ST	166.00	5.00	171.00
10516513	33288	KERKHOFF, LOGAN A	744414402004	8 WESTLAKE VLG	83.00	5.00	88.00
10516520	32600	FLEISCHER, JOSHUA M-LISA S	744414329003	15 WESTLAKE VLG	83.00	5.00	88.00
10516538	424877	NARDONE, JOHN	744414252028	23 PELICAN DR	83.00	5.00	88.00
10516571	30902	KROUPA, REBECCA	744415302002	105 TRADERS POINTE CIR	166.00	5.00	171.00

10516607	18885	CADWALLADER, BRIAN-JAYME	744416479038	5430 HARDINGS LANDING RD	166.00	5.00	171.00
10516615	425018	MAYER, JASON-LAURA	744416477005	5224 CROGANS WAY RD	166.00	5.00	171.00
10516616	425020	JOHNSON, JEREMY M	744416477004	5220 CROGANS WAY RD	83.00	5.00	88.00
10516630	425043	KAZAS, SOPHIA JOHN	744416480015	5317 HARDINGS LANDING RD	83.00	5.00	88.00
10516638	425058	DOMINGUEZ, TONY F-SHANDA R	744416227001	5007 WAGONS WAY RD	83.00	5.00	88.00
10516650	42888	POULOS, HELEN K	744415354004	3217 GOLD RUSH RD	83.00	5.00	88.00
10516670	425115	FISHER, LINDA L	744413259027	4616 MOHAWK ST	83.00	5.00	88.00
10516681	43330	SCHLIEP, STEVEN R-MARY	744413204015	4 COMANCHE ST	83.00	5.00	88.00
10516692	40339	C H A PROPERTIES LLC	744413204011	114 COMANCHE ST	166.00	5.00	171.00
10516695	425151	DONELSON, CLAYTON T	744413203009	4420 APACHE ST	166.00	5.00	171.00
10516700	39433	ELLIOTT, PETER J-JULIA	744413203005	105 OTOE ST	166.00	5.00	171.00
10516701	35623	GRAY, DANIEL RAY-SHERRI ANN	744413204006	4423 PAWNEE ST	166.00	5.00	171.00
10516702	425161	BROUSE, KIM A-CHRISTINE S	744413202012	4422 PAWNEE ST	83.00	5.00	88.00
10516710	425171	WALTERS, SHARON S	744413204001	4401 PAWNEE ST	83.00	5.00	88.00
10516714	406264	MAC INVESTMENTS INC	744413202002	4405 SIOUX ST	166.00	5.00	171.00
10516723	45563	MADELOSANGELES, ISLAS	744413201017	4418 SIOUX ST	83.00	5.00	88.00
10516724	101233	MAC INVESTMENTS INC	744413201016	4416 SIOUX ST	166.00	5.00	171.00
10516729-1	19447	MAC INVESTMENTS INC	744413201010	4402 SIOUX ST	166.00	5.00	171.00
10516729-2	19447	MAC INVESTMENTS INC	744413201010	4402 SIOUX ST	166.00	5.00	171.00
10516765	33401	DEATH, JOSHUA	744413201009	320 COMANCHE ST	166.00	5.00	171.00
10516769	425248	IACHTCHENKO, PETR	744413251004	4501 N SHORE DR	62.00	5.00	67.00
10516773	29292	TURNER, JOHN	744413251008	4517 N SHORE DR	166.00	5.00	171.00
10516774	418844	GRANDICK, AARON N	744413251021	4523 N SHORE DR	166.00	5.00	171.00
10516789	400600	MAC INVESTMENTS INC	744413251013	4508 SIOUX ST	166.00	5.00	171.00
10516800	101233	MAC INVESTMENTS INC	744413252003	4507 SIOUX ST	166.00	5.00	171.00
10516804	425296	IGOU, WALTER GEORGE	744413252006	4515 SIOUX ST	166.00	5.00	171.00
10516807	400600	MAC INVESTMENTS INC	744413252009	222 PORTLAND ST	166.00	5.00	171.00
10516822	425324	HOLDER, PATRICIA	744413257004	4609 APACHE ST	166.00	5.00	171.00
10516826	425296	IGOU, WALTER GEORGE	744413256006	4606 APACHE ST	166.00	5.00	171.00
10516831	425337	CHAUVIN, MARTIE	744413252017	4516 APACHE ST	166.00	5.00	171.00
10516837	425349	HARMAN, MATTHEW J-JULIE A	744413253003	4503 APACHE ST	166.00	5.00	171.00
10516861	425383	BALCOM, NICOLE M	744413259005	4515 NAVAJO ST	166.00	5.00	171.00
10516862	33289	KJDWN ENTERPRISES INC	744413259006	4517 NAVAJO ST	166.00	5.00	171.00
10516864	425390	NOEL, JUSTIN C	744413259008	4521 NAVAJO ST	83.00	5.00	88.00
10516865	425451	LILLIE, MORGAN MCKAY	744413259034	4601 NAVAJO ST	166.00	5.00	171.00
10516872	425399	BUCK, JAMES	744413257010	4610 NAVAJO ST	166.00	5.00	171.00
10516904	425413	BRESSMAN, HARLEY S	744413402003	4716 NAVAJO ST	83.00	5.00	88.00
10516917	22904	JOHNSON, CHRIS	744413427012	4812 NAVAJO ST	166.00	5.00	171.00
10516935	425451	LILLIE, MORGAN MCKAY	744413432010	52 PICKARD LN	166.00	5.00	171.00
10516949	11499	CARTER, KEITH	744413426003	2 HURON CIR	166.00	5.00	171.00
10516959	43362	BOOHER, KENNETH L	744413426012	34 HURON CIR	166.00	5.00	171.00
10516994	401072	WALFORD, KERRY	744413429016	14 BLACK HAWK ST	166.00	5.00	171.00
10517001	425549	DAUB, CHARLES G	744413436015	118 BLACK HAWK ST	166.00	5.00	171.00
10517004	425554	BUSSE, HANNAH	744413438027	100 HURON CIR	166.00	5.00	171.00
10517007	425558	COLLINS, HARLAND	744318301002	110 HURON CIR	166.00	5.00	171.00
10517014	425571	JEFFERIS, MICHAEL	744413436002	107 AZTEC ST	83.00	5.00	88.00
10517018	425575	ALSMAN, JENNEFER K	744413429010	29 AZTEC ST	166.00	5.00	171.00
10517033	425595	WATTS, THOMAS P	744413435010	104 AZTEC ST	106.00	5.00	111.00
10517036	425600	ERBES, DAVID L	744413435013	120 AZTEC ST	166.00	5.00	171.00
10517044	103905	JOHNSON, PAUL A	744413438031	132 HURON CIR	83.00	5.00	88.00
10517051	425614	DILLEHAY, MARK A	744413477005	10 WALLACE AVE	83.00	5.00	88.00
10517053	16947	REA, MATTHEW ALAN-KRYSTAL LYNN	744413477006	12 WALLACE AVE	42.00	5.00	47.00
10517061	45547	AVERY, ASHTON	744413478002	5221 NAVAJO ST	83.00	5.00	88.00
10517077	400600	MAC INVESTMENTS INC	744319103004	5503 NAVAJO ST	166.00	5.00	171.00
10517098	425687	GALLANT, MELISSA J	744413434002	16 E NAVAJO ST	83.00	5.00	88.00
10517106	28461	ALICEA, YECELIA DIAZ	744413428012	4841 NAVAJO ST	166.00	5.00	171.00
10517120	45544	MEROLLA, ROSE	754424152002	2505 N 8TH ST	83.00	5.00	88.00
10517140	48000	KAY, PARKER-MAKENNA	754424126014	724 DELONG AVE	83.00	5.00	88.00
10517142	41172	MAXEY, CHRIS	754424126005	628 DELONG AVE	166.00	5.00	171.00
10517143	410868	MARKUSSEN, STEVEN L-CANDY M	754424126006	620 DELONG AVE	166.00	5.00	171.00
10517144	30852	REED, MANDY	754424126007	612 DELONG AVE	166.00	5.00	171.00

10517154	40921	EGGERLING, SCOTT	754424252012	218 DELONG AVE	166.00	5.00	171.00
10517174	20655	ADLER, KATHERINE	754424177004	409 DELONG AVE	166.00	5.00	171.00
10517182	33799	DAVIS, JENNIFER	754424127009	519 DELONG AVE	166.00	5.00	171.00
10517202	425838	BROWN, STEVEN RICHARD-SHERYL	754424276002	1715 GRAND AVE	103.00	5.00	108.00
10517203	12891	LUSTGRAAF, THOMAS E	754424251004	1700 GRAND AVE	166.00	5.00	171.00
10517204	44108	DECKER, JERMAINE L-NATURE L	754424251007	1800 GRAND AVE	83.00	5.00	88.00
10517215	21790	RUFF, BRETT-KELLEY	754424227005	316 BUENA VISTA CIR	166.00	5.00	171.00
10517218	425869	BOHNET, RICHARD-TERESA	754424228008	325 BUENA VISTA CIR	166.00	5.00	171.00
10517232	33993	MOORE, ERIN N	754424201008	1964 GRAND AVE	166.00	5.00	171.00
10517233	35264	BERGMANN, JESSE E	754424201005	1966 GRAND AVE	166.00	5.00	171.00
10517255	425918	MCCAULEY, KATHLEEN A-ELIZABETH	754319228007	1022 SIMMS AVE	83.00	5.00	88.00
10517257	20752	WOLFORD, THERESA M	754319228009	1030 SIMMS AVE	74.00	5.00	79.00
10517263	22896	FRAZER, ERICKA	754319229009	944 MCKENZIE AVE	83.00	5.00	88.00
10517269	423070	MCGLADE, WILLIAM J III	754320151002	852 MCKENZIE AVE	83.00	5.00	88.00
10517345	426071	ELLIS, ALAN M-TEDETTE	754320152009	803 MCKENZIE AVE	83.00	5.00	88.00
10517351	41811	HENDRICKS, MICHELLE	754320152004	819 MCKENZIE AVE	103.00	5.00	108.00
10517352	39671	BURNETTE, ANDREW S	754320152003	821 MCKENZIE AVE	166.00	5.00	171.00
10517361	33511	THOMAS, RYAN-ANGEL	754320104002	933 MCKENZIE AVE	166.00	5.00	171.00
10517385	33195	RINDONE, SASHA	754320106009	7 PRAIRIE HILLS LN	83.00	5.00	88.00
10517388	426144	MILLER, LARRY L-PAMELA A	754320106002	207 RIDGE RD	166.00	5.00	171.00
10517397	30626	PORTER, JOSHUA-GANTT, JILLIAN	754320103002	209 TOWER RIDGE CT	83.00	5.00	88.00
10517398	426162	POORE, MELISSA A	754320103003	205 TOWER RIDGE CT	166.00	5.00	171.00
10517412	43863	TROTTER, CAMERON	754320101007	1124 TOWER RIDGE DR	83.00	5.00	88.00
10517520	31525	HEYWOOD, SHANE-HEATHER	754319279010	860 MCKENZIE AVE	63.00	5.00	68.00
10517559	426278	KENNEDY, JOSH-COURTNEY	754319426001	714 SIMMS AVE	83.00	5.00	88.00
10517563	426285	JAFFE, ANTHONY W-RACHAEL E	754319428003	73 HORIZON DR	83.00	5.00	88.00
10517586	426326	COX, JEFFREY E	754319427024	18 HORIZON DR	40.00	5.00	45.00
10517587	426327	JONES, STEVEN D-KELLY A	754319427023	22 HORIZON DR	83.00	5.00	88.00
10517610	40603	FREDERIKSEN, REBECCA A	754319427009	619 SIMMS AVE	83.00	5.00	88.00
10517614	426377	FLIBOTTE, JOHN K	754319427013	603 SIMMS AVE	166.00	5.00	171.00
10517625	426395	TAYLOR, BRYCE W	754319479008	14 E RIDGE DR	83.00	5.00	88.00
10517634	402824	HOLLENBACHER, BRANDON	754319479016	44 E RIDGE DR	83.00	5.00	88.00
10517636	29421	OBERHELMAN, BRIANNA	754319479018	54 E RIDGE DR	166.00	5.00	171.00
10517665	16132	HANSEN, ANNE	754319476006	125 SUNNY RIDGE DR	166.00	5.00	171.00
10517711	426515	FELLER, DOUGLAS D-CAROL J	754321103004	2617 PERRY RD	166.00	5.00	171.00
10517717	27132	ANDERSON, VIRGIL D	754320403006	2730 E KANESVILLE BLVD	83.00	5.00	88.00
10517756	426585	RIEF, MICHAEL H-PATRICIA A	754320302004	90 HILLSDALE DR	166.00	5.00	171.00
10517763	426597	KUNKLE, JAMES B	754320303008	58 HILLSDALE DR	166.00	5.00	171.00
10517801	106650	CHRISTENSEN, JASON L	754329303016	1442 INDIAN HILLS RD	166.00	5.00	171.00
10517812	32419	MCFADDEN, MARY T	754329353005	1510 MCPHERSON AVE	166.00	5.00	171.00
10517830	429431	ANDERSEN, TIMOTHY L-CONNIE	754329376032	306 CARLY CIR	166.00	5.00	171.00
10517850	426725	SIEFKEN, SHANE-NICOLE	754332126003	17 SWAN RD	83.00	5.00	88.00
10517855	426733	FASTNACHT, KEVIN M	754332126014	44 BENNETT AVE	166.00	5.00	171.00
10517860	41731	HOPKINS, MATTHEW STEPHEN	754332126010	10 BENNETT AVE	83.00	5.00	88.00
10517882	35131	HUGHES, JOHN R-AMBER N LEE	754329453009	18 DECATUR CIR	166.00	5.00	171.00
10517920	426843	ROANE, ROBERT M-JENNIFER L	754329451005	8 DUGGAN DR	166.00	5.00	171.00
10517952	419086	SCOLES, BRIAN S	754332203010	102 SHEVI DR	166.00	5.00	171.00
10517956	104453	STEENSLAND, AMY	754329456017	118 SHEVI DR	166.00	5.00	171.00
10517964	426922	RUDAT, TYLER A	754329457007	222 JOURNEY CIR	166.00	5.00	171.00
10517990	27544	ANDERSON, RONALD J-KATHRYN M	754332132008	16 ARNOLD AVE	166.00	5.00	171.00
10517995	426962	MENDOZA, MICHAEL J JR	754332132001	6 ARNOLD AVE	166.00	5.00	171.00
10518007	426979	MORAN, IAN S	754332134003	110 ROBIN RD	83.00	5.00	88.00
10518038	37597	BARTELS, MADELYN	754332207001	213 LAKE ST	166.00	5.00	171.00
10518049	24665	MAY, NATHAN PATRICK	754332211004	301 ARNOLD AVE	83.00	5.00	88.00
10518089	427110	SANDBOTHE, KRISTINA K - ERIC	754332183010	20 WENWOOD CIR	166.00	5.00	171.00
10518091	427114	BATT, RYAN S	754332183008	16 WENWOOD CIR	166.00	5.00	171.00
10518098	22403	MARTINEZ, JASON	754332182005	1202 WEDGEWOOD DR	166.00	5.00	171.00
10518113	427151	YOUNG, JOSHUA D-BRENDA M	754332179007	605 ARNOLD AVE	166.00	5.00	171.00
10518114	414501	MATZEN, KIMBERLY A	754332179006	609 ARNOLD AVE	166.00	5.00	171.00
10518139	427198	GOLDAPP, JAMES R-ROBIN L	754332176005	612 ARNOLD AVE	166.00	5.00	171.00
10518146	427212	STAIRS, WILLIAM G	754332178007	512 ARNOLD AVE	166.00	5.00	171.00

10518152	427223	HARVEY, STEVEN R	754332131006	306 ADRIAN AVE	83.00	5.00	88.00
10518177	33824	KELLEY, BRANDON L	754332352002	209 CRESTMONT DR	83.00	5.00	88.00
10518197	36251	WOODCOCK, STEVE S	754332352015	220 GREENHAVEN RD	166.00	5.00	171.00
10518200	427300	YOCHUM, NATHANIEL L	754332353001	225 GREENHAVEN RD	166.00	5.00	171.00
10518203	16377	LARSON, TODD EUGENE	754332353004	219 GREENHAVEN RD	166.00	5.00	171.00
10518205	20795	CARLIN, BRUCE	754332353006	215 GREENHAVEN RD	166.00	5.00	171.00
10518246	48362	PEREZ, ROMAN-TAYLOR	754332331003	165 WENDOVER DR	83.00	5.00	88.00
10518251	427395	HALLAGAN, KURTIS K	754332330010	164 WENDOVER DR	166.00	5.00	171.00
10518258	427407	GOESER, KATHRYN L	754332330017	178 WENDOVER DR	166.00	5.00	171.00
10518303	36631	STANLEY, ALEXANDER J	754332304006	1210 EASTWOOD LN	83.00	5.00	88.00
10518304	427485	TAMAYO, TANASHA-DEBOLT, JONATHAN B	754332304005	1208 EASTWOOD LN	83.00	5.00	88.00
10518318	427505	RAES, ROBERT M-KELLY A	754332305016	190 CRESTMONT DR	83.00	5.00	88.00
10518322	43006	CRILLY, KARIS R-CARA C	754332305011	1210 SUNNYWOOD AVE	166.00	5.00	171.00
10518324	427517	DAILEY, LUKE	754332305009	1206 SUNNYWOOD AVE	166.00	5.00	171.00
10518350	427562	WORTHINGTON, SHARON A	754332151063	1002 ARBOR RIDGE CIR	83.00	5.00	88.00
10518364	427588	ROCKWELL, LARRY D-MARLISS C	754332151049	1030 ARBOR RIDGE CIR	166.00	5.00	171.00
10518401	427653	ANDERSEN, LORI J	754331227007	105 BONHAM CIR	166.00	5.00	171.00
10518416	427683	TROUTNER, TERRY L JR	754331226005	130 BONHAM AVE	166.00	5.00	171.00
10518439	427722	HARRIS, CARRIE	754332183024	1220 WEDGEWOOD DR	166.00	5.00	171.00
10518444	14568	SCHNITKER, ANTHONY W	754332183029	1230 WEDGEWOOD DR	166.00	5.00	171.00
10518448	427737	NUZUM, DARWIN E-SHELLY R	754332187003	53 WENWOOD CIR	83.00	5.00	88.00
10518449	18948	HOLCOMBE, TREVOR-CHRISTINA	754332187004	55 WENWOOD CIR	166.00	5.00	171.00
10518472	427778	NELSON, DENIS L-CINDY A	754332154003	4 WENWOOD CT	166.00	5.00	171.00
10518482	41397	CARMINE, ADAM	754332184010	103 WENWOOD CIR	83.00	5.00	88.00
10518506	28725	SALDANA, JAVIER	754332185013	5 WINDSOR AVE	166.00	5.00	171.00
10518513	46966	OKERBLOOM, OWEN	754332185020	19 WINDSOR AVE	83.00	5.00	88.00
10518521	427861	VANDERPOOL, BETH	754332185003	1225 WEDGEWOOD DR	166.00	5.00	171.00
10518539	19071	PEREZ-GARCIA, CLAUDIA	754331482001	227 PICKARDY LN	166.00	5.00	171.00
10518575	427952	BARNES, MARY K	754331427007	413 WENDY HEIGHTS RD	83.00	5.00	88.00
10518592	46912	GONZALEZ, MARISSA	754331478010	229 WENDY HEIGHTS RD	83.00	5.00	88.00
10518598	427992	ROHLING, ANNE M	754331429007	217 WENDY HEIGHTS RD	166.00	5.00	171.00
10518629	428043	KOHN, KYLE	754331428026	224 WENDY HEIGHTS RD	166.00	5.00	171.00
10518632	42516	GARDNER, TANNER J	754331428009	304 WENDY HEIGHTS RD	83.00	5.00	88.00
10518635	419423	BECKMAN, LISA G	754331428006	310 WENDY HEIGHTS RD	83.00	5.00	88.00
10518641	38052	DONNELLY, GLEN JR	754331426001	18 SHADY LN	166.00	5.00	171.00
10518667	428112	WALKER, AMY VACANTI	754331481001	23 SUSAN LN	166.00	5.00	171.00
10518673	428123	MAHOOD, ROBERT	754331479017	17 SUSAN LN	166.00	5.00	171.00
10518680	413651	SOLLAZZO, JORDON	754331479002	422 WENDY HEIGHTS RD	166.00	5.00	171.00
10518683	428140	MATHEWS, TED D	754331479005	428 WENDY HEIGHTS RD	83.00	5.00	88.00
10518700	428168	FIELD, WILLIAM F-MARY L TRUST	744306204001	1625 MADISON AVE	83.00	5.00	88.00
10518704	428174	MILLER, RICHARD J	754331452025	1611 MADISON AVE	146.00	5.00	151.00
10518716	428196	WILBER, JOSHUA	754331452003	1431 MADISON AVE	166.00	5.00	171.00
10518725	42665	MILLER, MATTHEW	754331451006	1444 MADISON AVE	83.00	5.00	88.00
10518733	43147	GILLETT, KELLIE P	744306203004	1612 MADISON AVE	83.00	5.00	88.00
10518736	405559	SCOTT, RANDALL-JESSI	744306203013	780 LORI LN	83.00	5.00	88.00
10518738	38056	JENSEN, DAYNA	744306203011	760 LORI LN	83.00	5.00	88.00
10518744	36193	EPPERSON, SHARON	744306203002	17 CONNIE CIR	103.00	5.00	108.00
10518756	428262	MOON, SHANNON L	744306202001	30 BONNIE BRAE CIR	166.00	5.00	171.00
10518758	428266	VANPATTEN, MERRILL D	744306202003	21 BONNIE BRAE CIR	166.00	5.00	171.00
10518771	428287	DUYSEN, JAMES R	744306130012	14 CIRCLE DR	166.00	5.00	171.00
10518781	403644	ALDRICH, JANA L	744306130001	416 LORI LN	166.00	5.00	171.00
10518783	428309	WOHLERS, KEITH L	744306128015	408 LORI LN	166.00	5.00	171.00
10518786	415325	ARENDS, MARK-KIMBERLY	744306128018	318 LORI LN	166.00	5.00	171.00
10518795	428327	SIEGRIST, JOHN BRENT-VALERIE L	744306128027	204 LORI LN	63.00	5.00	68.00
10518797	428331	BURGETT, ALICIA M	744306129012	205 LORI LN	166.00	5.00	171.00
10518804	418700	LITTLE, TERA D-SKYLER M	744306129005	311 LORI LN	83.00	5.00	88.00
10518834	31402	ADAIR, DOUGLAS R-SHEILA R	744306132013	623 LORI LN	83.00	5.00	88.00
10518837	428402	LIEBER, KRISTEN R	744306132014	635 LORI LN	83.00	5.00	88.00
10518841	43560	HATHAWAY, KEVIN A-SHANTEL L	744306205006	713 LORI LN	166.00	5.00	171.00
10518849	45140	RUTH, REX-REBECCA	744306205014	761 LORI LN	83.00	5.00	88.00
10518880	428471	COOPER, TIFFANY L	754332428001	2205 FRANKLIN AVE	166.00	5.00	171.00

10518884	27132	BIG V RENTALS LLC	754332429004	114 KINGSRIDGE DR	166.00	5.00	171.00
10518893	18592	OKERBLOOM, NEAL	754332429013	170 KINGSRIDGE DR	83.00	5.00	88.00
10518928	43361	COLLINS, SHEVI	754332431010	245 KINGSRIDGE DR	166.00	5.00	171.00
10519066	44410	HURLEY, KALEY J TRUST	754333303015	2530 FRANKLIN AVE	166.00	5.00	171.00
10519191	428620	JOHNSON, JERRY A-LYNETTE A	754333328027	38 NORWOOD DR	166.00	5.00	171.00
10519238	428707	NUSSER, DANIEL	744304126002	118 SEVEN OAKS ST	166.00	5.00	171.00
10519250	428730	KLEMENT, JASON R	754333376011	110 SLEEPY HOLW	83.00	5.00	88.00
10519269	402373	ADAMS, JEFFERY-SHANNON	754333352009	2808 FRANKLIN AVE	83.00	5.00	88.00
10519270	428765	MAXWELL, EDWARD	744304126001	2812 FRANKLIN AVE	83.00	5.00	88.00
10519321	18427	KNESS, BRIAN	744305427005	2721 TWELVE OAKS DR	83.00	5.00	88.00
10519341	24582	BENSON, SARA	744304127012	204 FOREST GLEN DR	83.00	5.00	88.00
10519383	428962	KIMBLE, RICK C	754333452002	310 GOLDEN OAKS DR	166.00	5.00	171.00
10519391	36060	DELGADO, SANDRA E	744304202001	346 GOLDEN OAKS DR	83.00	5.00	88.00
10519425	43916	OSBORNE, BRADLEY-GALE	744304128003	159 NORWOOD DR	166.00	5.00	171.00
10519433	104503	JENSEN, MICHAEL D-CAREY M	744304131005	209 NORWOOD DR	83.00	5.00	88.00
10519557	29291	LONG, MARIA	744305404005	2511 EAGLE RIDGE DR	166.00	5.00	171.00
10519566	429243	VILLARREAL, MARIO	744305255003	2416 EAGLE RIDGE DR	166.00	5.00	171.00
10519572	429254	BARTELS, JENNIFER J	744305401003	2506 EAGLE RIDGE DR	83.00	5.00	88.00
10519578	17340	TORRES-SANCHEZ, SANTIAGO E	744305402014	519 MONTEREY CIR	166.00	5.00	171.00
10519579	44140	SHEA, JUDD-LESLIE	744305402002	515 MONTEREY CIR	83.00	5.00	88.00
10519604	24493	PRUITT, ZONDRA M	744306403032	510 WOODBURY AVE	166.00	5.00	171.00
10519631	17932	MAGERS, ROBERT L-CHRISTY L	744306402011	195 WOODBURY CIR	83.00	5.00	88.00
10519633	31554	WILLIS, KESLY	744306402006	123 WOODBURY CIR	83.00	5.00	88.00
10519639	30748	LEGGETT, SIERRA A	744306403003	154 WOODBURY CIR	166.00	5.00	171.00
10519646	429368	LAWRENCE, DREANNE	744306401023	126 WOODBURY CIR	83.00	5.00	88.00
10519725	40622	NARDINI, KRIS J-COURTNEY J	744306329006	2320 THALLAS ST	83.00	5.00	88.00
10519869	429613	MCCORT, DOLORES M	744412379005	600 WRIGHT RD	166.00	5.00	171.00
10519875	429616	WALTERS HOLDING GROUP LLC	744412377012	3911 RICHLAND DR	83.00	5.00	88.00
10519876	429619	GUNDERSON, KIMBERLY L	744412377006	3909 RICHLAND DR	83.00	5.00	88.00
10519882	429628	RING, ROGER J - NANCY A	744412377004	12 COUNTRY CLUB ACRES ST	166.00	5.00	171.00
10519885	32755	MESTON, CODY-KYELA	744412377001	20 COUNTRY CLUB ACRES ST	166.00	5.00	171.00
10519905	429644	WOODS, ROBERT E-EVELYN M	744413101003	1021 WRIGHT RD	83.00	5.00	88.00
10519909	429647	VILLELLA, JOHN	744413101002	1033 WRIGHT RD	83.00	5.00	88.00
10519949	429696	MCCARTY, JAMIE J	744424203001	29 LAKEWOOD VILLA	166.00	5.00	171.00
10520001	429785	SMITH, JOANN M	744319104007	5824 HARRIER HOLW	166.00	5.00	171.00
10520021	429819	KINGERY, CHELSEA-KEVIN	744319128010	5739 MERLIN LN	83.00	5.00	88.00
10520041	429853	WARNER, TIMOTHY J	744319176006	5809 REDTAIL RD	166.00	5.00	171.00
10520045	39601	LEGBAND, SUZANNE K	744319176009	5745 REDTAIL RD	166.00	5.00	171.00
10520049	35561	WATT, CHRISTINE TAMAYO	744319129022	5729 REDTAIL RD	166.00	5.00	171.00
10520052	24202	RUSCH, ASHLEY	744319129019	5713 REDTAIL RD	166.00	5.00	171.00
10520057	429883	MURRAY, MELONY R	744319127016	5642 REDTAIL RD	166.00	5.00	171.00
10520073	37882	KLOTZ, DANIEL JAMES-TRESA JANE	744319128005	5719 MERLIN LN	83.00	5.00	88.00
10520079	429919	WAKE, BRIAN K	744319127004	5615 MERLIN LN	166.00	5.00	171.00
10520094	429946	NELSON, AMBER E	744319128015	5712 REDTAIL RD	166.00	5.00	171.00
10520101	18266	KLOTZ, DANIEL-TRESA	744319108006	5729 HARRIER HOLW	166.00	5.00	171.00
10520105	19370	HALE, THOMAS E-DEBORAH E ROBERTSON	744319132009	27 OSPREY CIR	166.00	5.00	171.00
10520108	31536	STRAIT, BRODERICK	744319132006	15 OSPREY CIR	83.00	5.00	88.00
10520125	430006	WATTS, ANDREW J-KERRI J	754333102015	244 CANTERBURY CIR	166.00	5.00	171.00
10520195	430135	OVERHOLTZER, ROSEMARY E TRUST	754333176002	216 WINCHESTER CIR	166.00	5.00	171.00
10520214	430168	DEFTY, VERA	754333127011	114 ANTIOCH DR	166.00	5.00	171.00
10520283	430290	RIGATUSO, KATHRYN A HALVERSON	744304253018	109 GLEN OAKS DR	166.00	5.00	171.00
10520294	430312	KEMP, DANIEL F-NANCY	744304253007	131 GLEN OAKS DR	103.00	5.00	108.00
10520409	21029	BURCK, JESSICA	744304234010	737 REDWOOD DR	166.00	5.00	171.00
10520440	36517	QUICK, NATHANIEL RYAN-AMBER MARIE	744304232006	1608 TIPTON DR	166.00	5.00	171.00
10520478	29133	NEWSOM, KYLE-MANDI	744304227002	1511 TIPTON DR	166.00	5.00	171.00
10520493	426023	HANSEN, JENNIFER L	754333477012	1422 ORAN DR	83.00	5.00	88.00
10520511	430709	MILES, ANNETTE M	754333478007	1335 ORAN DR	83.00	5.00	88.00
10520528	22955	WRIGHT, LUCAS J-MOLLY E	754333479010	1314 BERWICK DR	83.00	5.00	88.00
10520549	37922	CAMPBELL, STEVEN NEIL-DEMI MARIE	754333481002	1305 ASTER CIR	166.00	5.00	171.00
10520577	33787	VANDEHOEF, CHRISTOPHER-LINDSEY	754333482017	100 GARWIN CIR W	83.00	5.00	88.00
10520768	430877	J W H ENTERPRISES LLC	744303126001	4792 CEDARBROOK DR	83.00	5.00	88.00

10520774	37415	MILLER, JOSHUA ALLEN	744303127017	5006 CEDARBROOK DR	166.00	5.00	171.00
10520775	109972	WILCOX, RYAN M	744303127018	5010 CEDARBROOK DR	166.00	5.00	171.00
10520793	430923	GOESER, BRADLEY J-TONI L	744303203005	5109 PROVIDENCE RD	166.00	5.00	171.00
10520825	430985	DUFFEK, ANTHONY F	754334453010	1314 N LARCHMONT DR	166.00	5.00	171.00
10520907	431029	NIELSEN, CHAD L-JOY M	754329376009	217 SHALEY CIR	166.00	5.00	171.00
10522151	20316	WILSON REAL ESTATE	744424128009	37 LAKEWOOD VILLA	166.00	5.00	171.00
10522201	413073	GALLEGO, DAVID-LORI	744402408034	2523 PAVICH DR	83.00	5.00	88.00
10522231	21424	HORTON, MICHELLE	744303127004	4808 CEDARBROOK DR	166.00	5.00	171.00
10522233	431174	ELLIS, TAMARA	754436356012	902 15TH AVE	166.00	5.00	171.00
10522273	431234	KUCKS, AUSTIN P	744319106011	5616 HARRIER HOLW	166.00	5.00	171.00
10522276	30913	DURAND, ROBERT W III-KALEIGH D	744303128013	4927 CEDARBROOK DR	83.00	5.00	88.00
10522315	431275	NELSON, BRENDA L	754319453009	258 EUCLID AVE	83.00	5.00	88.00
10522332	27132	BIG V RENTALS LLC	754435134004	1725 2ND AVE	83.00	5.00	88.00
10522356	404887	LOPEZ, RODOLFO	744402408025	1514 25TH AVE	166.00	5.00	171.00
10522385	431361	SWETT, KAREN E	744304207001	1431 CHESTNUT DR	83.00	5.00	88.00
10522422	37967	KRISHNAN, SHYLESH	754435462014	1514 16TH AVE	166.00	5.00	171.00
10522438	431430	WALTERS, CASEY-EMILY A	744402453026	2712 PAVICH DR	166.00	5.00	171.00
10522444	18589	BELT, SUSAN	744402452017	2714 S 16TH ST	83.00	5.00	88.00
10522451	14907	HUCK, JASON MICHAEL-ALEESHIA EXLINE	744415354011	3111 GOLD RUSH RD	83.00	5.00	88.00
10522469	431466	HANAFAN, CHRISTOPHER-KATHLEEN	754334451010	5216 BALLARD CIR	81.00	5.00	86.00
10522484	116949	CARLSEN, CRAIG D	744303201009	1608 S LENOX CIR	166.00	5.00	171.00
10522486	431487	ADKINS, RYAN	744416477010	104 CROGANS WAY CIR	83.00	5.00	88.00
10522630	431548	WELLS, MEREDITH	744319106007	116 KESTREL CT	166.00	5.00	171.00
10522668	14405	DRIVER, JAMES M	744303128017	4802 SPRING CIR	83.00	5.00	88.00
10522718	431625	NETTLES, JENNIFER	754334453003	1315 N LENOX CIR	166.00	5.00	171.00
10522719	428230	SCHMEDDING, NEIL-KATHLEEN	754334453004	1319 N LENOX CIR	166.00	5.00	171.00
10522733	431637	LEAR, TAMMI	754334487007	1411 CALLAHAN DR	166.00	5.00	171.00
10522746	431649	FLORES, JOEL VIVEROS	744402229008	1712 S 13TH ST	166.00	5.00	171.00
10522754	431661	DAVIS, THOMAS E JR-AMBER	754436163008	1025 8TH AVE	83.00	5.00	88.00
10522773	16668	GREEN, SANDRA C	744402340006	2320 S 19TH ST	166.00	5.00	171.00
10522824	22350	LYNCH, JOHN P-DANA A	744303201010	1612 S LENOX CIR	83.00	5.00	88.00
10522847	38446	SLACK, JONATHAN	754426108014	2357 AVENUE M WAY	166.00	5.00	171.00
10522850	431761	MANTZ, RUSSELL P JR-TIFFANY L	754332434004	55 KINGSRIDGE DR N	166.00	5.00	171.00
10600007	400012	MAHOOD, CLIFFORD	754425354011	214 N 9TH ST	166.00	5.00	171.00
10600011	400020	TROUTNER, TERRY	754427331007	2801 AVENUE G	166.00	5.00	171.00
10600037	38406	MCMANIGAL, ZACHARY JAMES-RENEE ANN	754329102007	429 COLLEGE RD	83.00	5.00	88.00
10600041	42150	BERGMANN, WILLIAM S-PAMELA A	754329176001	700 COLLEGE RD	83.00	5.00	88.00
10600060	39890	DOKMONOVICH, KARLEE	744414301006	4823 GIFFORD RD	166.00	5.00	171.00
10600078	34137	RAPAICH, JOHN R-CYNTHIA R	754320200002	2710 BIRDSLEY RD	166.00	5.00	171.00
10600084	45646	MEYER, JARED	754320200014	2240 RAILROAD HWY	83.00	5.00	88.00
10600087	34137	RAPAICH, JOHN R-CYNTHIA	754320200006	2246 RAILROAD HWY	166.00	5.00	171.00
10600111	400201	SORTINO, JEFFREY S	754321400001	2111 WASHBOARD RD	83.00	5.00	88.00
10600139	46460	CABRERA, MARCELINO	754334300006	1375 STATE ORCHARD RD	166.00	5.00	171.00
10600145	400264	CHRISTIANSEN, JUSTIN LEE-JENNIFER JEAN	754335300001	5721 CEDAR LN	166.00	5.00	171.00
10600153	17747	WAGONER, DARREN JAMES	754329404006	21 INDIAN HILLS RD	274.54	5.00	279.54
10600168	400309	STANGL, CHRISTOPHER	754329403003	1503 INDIAN HILLS RD	83.00	5.00	88.00
10600176	101233	MAC INVESTMENTS INC	754319377004	15 HAPPY HOLLOW BLVD	166.00	5.00	171.00
10600181	16293	MCLEAN, DANIEL	754319352015	45 HAPPY HOLLOW BLVD	166.00	5.00	171.00
10600188	400348	LORENZEN, JEFFERY J-KRISTEEN J	754319352007	119 HAPPY HOLLOW BLVD	83.00	5.00	88.00
10600204	24155	WALTER, NICHOLAS	754424478002	151 HAPPY HOLLOW BLVD	83.00	5.00	88.00
10600216	400398	HEWITT, TRAVIS-SHEILA	754319351013	110 HAPPY HOLLOW BLVD	166.00	5.00	171.00
10600224	400413	NIXON, MARK E-PATRICIA A	754319376004	28 HAPPY HOLLOW BLVD	83.00	5.00	88.00
10600239	42842	INFINITY PROPERTY INVESTMENTS LLC	754425280015	349 BENTON ST	83.00	5.00	88.00
10600244	400447	KRT PROPERTIES INC	754425429027	220 BENTON ST	166.00	5.00	171.00
10600245	400447	KRT PROPERTIES INC	754425429028	214 BENTON ST	166.00	5.00	171.00
10600266	31202	LINDSEY, KEENAN D	754425408007	138 GRANT ST	83.00	5.00	88.00
10600289	33289	KJDW ENTERPRISES INC	754425338028	345 SCOTT ST	83.00	5.00	88.00
10600297	101233	MAC INVESTMENTS INC	754425338006	533 N 6TH ST	166.00	5.00	171.00
10600304	24150	RED LADDER LLC	754425358014	120 N 9TH ST	83.00	5.00	88.00
10600306	400554	LARAMEY, STEPHANIE C	754425177007	910 MILITARY AVE	166.00	5.00	171.00
10600309	38978	BOSTIC, EMILE R	754425152029	826 AVENUE I	83.00	5.00	88.00

10600313	40276	J S PROPETIES LLC	754425153002	923 AVENUE I	166.00	5.00	171.00
10600321	44604	INCEPTION REALTY LLC	754426364005	2123 AVENUE A	166.00	5.00	171.00
10600332	40133	GENESIS HOLDING 2 LLC	754426378001	2025 AVENUE B	83.00	5.00	88.00
10600335	400600	MAC INVESTMENTS INC	754426480010	1312 AVENUE B	166.00	5.00	171.00
10600351	400625	MOORE, RONALD	754426479005	1302 AVENUE C	166.00	5.00	171.00
10600353	14288	WILSON, DIANNE M	754427451002	2753 AVENUE C	166.00	5.00	171.00
10600357	400637	HARRISON, JOHN L-THEA J	754427435008	2423 AVENUE D	166.00	5.00	171.00
10600361	38103	S-W INVESTMENTS LLC	754428439014	326 N 34TH ST	166.00	5.00	171.00
10600364	400600	MAC INVESTMENTS INC	754427332011	3030 AVENUE E	166.00	5.00	171.00
10600365	400600	MAC INVESTMENTS INC	754427332012	3024 AVENUE E	166.00	5.00	171.00
10600374	38147	TINA POLLY REAL ESTATE LLC	754427332006	3015 AVENUE F	166.00	5.00	171.00
10600376	24121	COZAD, BRENT	754428431003	3327 AVENUE G	166.00	5.00	171.00
10600382	400680	FOSTER, JONATHON	754427253008	2719 AVENUE I	166.00	5.00	171.00
10600383	101233	MAC INVESTMENTS INC	754427252033	2704 AVENUE I	166.00	5.00	171.00
10600397	900012	ALLMON, THOMAS J	754330379049	409 LINCOLN AVE	166.00	5.00	171.00
10600416	42866	BRUCE, FRED A	754331253025	702 LINDBERG DR	42.00	5.00	47.00
10600422	400740	SCHEFFEL, SCOTT	754331158025	145 E GRAHAM AVE	166.00	5.00	171.00
10600431	36077	MCDORMAN, DANIEL - GLORIA	754331109003	131 KNEPPER ST	166.00	5.00	171.00
10600456	415533	BAER, BORIS E	754436256003	513 S 3RD ST	166.00	5.00	171.00
10600466	400811	TREMEL, DONALD L	754436254009	328 STORY ST	166.00	5.00	171.00
10600473	22946	BALCOM, NICOLE M	754436479007	1231 FAIRMOUNT AVE	166.00	5.00	171.00
10600475	31065	VOLENTINE, JUSTIN	754331353005	708 W GRAHAM AVE	166.00	5.00	171.00
10600477	101154	MAC INVESTMENT INC	744306102006	7 LYNNWOOD DR	126.00	5.00	131.00
10600481	400836	LUSTGRAAF, THOMAS E	744401203008	218 17TH AVE	166.00	5.00	171.00
10600486	32736	GARCIA, SOFONIA MORALES- VICTOR	754436106002	825 1ST AVE	166.00	5.00	171.00
10600496	18742	LITTLE, COREY J-STEPHANIE A	754436177008	624 6TH AVE	166.00	5.00	171.00
10600497	43946	AN KHANG REALTY LLC	754436177007	626 6TH AVE	166.00	5.00	171.00
10600501	117969	ALDREDGE, CHASE-BRYSON, BIANCA N	754435281013	1122 6TH AVE	166.00	5.00	171.00
10600511	400889	MERKSICK, CONNIE J	754435159016	2113 6TH AVE	166.00	5.00	171.00
10600541	400938	MAC INVESTMENTS INC	754435256002	1627 5TH AVE	166.00	5.00	171.00
10600546	406415	S L A J LLC	754436152010	912 5TH AVE	166.00	5.00	171.00
10600565	415039	KOBOLD, JOHN J III	754434276021	2500 5TH AVE	83.00	5.00	88.00
10600572	42001	KEN DID IT AGAIN JANSEN LLC	754433436009	1106 S 34TH ST	166.00	5.00	171.00
10600574	34775	PEARSON, AMANDA J	754434309011	3113 12TH AVE	166.00	5.00	171.00
10600578	45675	CIRCLE BACK LOGISTICS LLC	754435156025	2212 6TH AVE	160.00	5.00	165.00
10600585	101233	MAC INVESTMENTS INC	744401152002	1905 S 10TH ST	166.00	5.00	171.00
10600606	401044	RIVERA, JOSE I	744416255032	3606 SCOTT DR	166.00	5.00	171.00
10600608	47032	HUNTER, JAMIE	744416255015	3519 STUART BLVD	166.00	5.00	171.00
10600620	401071	MAC INVESTMENTS INC	744319103006	5509 NAVAJO ST	166.00	5.00	171.00
10600621	401072	WALFORD, KERRY	744413426001	4727 NAVAJO ST	166.00	5.00	171.00
20000025	32791	TAYLOR, TIMOTHY W	754334454017	1319 N LARCHMONT DR	166.00	5.00	171.00
20000043	36226	MATHEWS, ASHLEY E-RUDY S CISNEROS	744402452023	2653 S 17TH ST	83.00	5.00	88.00
20000053	44377	AKAB RENTAL A LLC	754436206008	105 BLUFF ST	166.00	5.00	171.00
20000055	44377	AKAB RENTAL A LLC	754436206008	105 BLUFF ST	166.00	5.00	171.00
20000070	17169	SWEET, RACHEL R	744413257016	4725 N SHORE DR	83.00	5.00	88.00
20000094	33596	INFANTE, JULIO-DELACRUZ, BEATRIZ	754426108005	2335 AVENUE M WAY	83.00	5.00	88.00
20000099	414488	WESTFALL, INKYUNG	744416484013	3225 MIDDLE FERRY RD	166.00	5.00	171.00
20000111	112296	MAC INVESTMENTS LLC	754425153004	917 AVENUE I	166.00	5.00	171.00
20000117	37550	HIGH ST LLC	744401203009	1600 HIGH ST	166.00	5.00	171.00
20000119	29007	TOWNSEND, DUSTIN	744416484056	3204 MIDDLE FERRY RD	166.00	5.00	171.00
20000123	21856	REID, JAMIE - RON	754321128007	97 JENNINGS AVE	83.00	5.00	88.00
20000138	20120	NACHURO, JARAN	744402340007	2324 S 19TH ST	166.00	5.00	171.00
20000162	103505	BURNS, PATRICK S	744416484033	3369 MIDDLE FERRY RD	83.00	5.00	88.00
20000168	37762	OCERG NAGAR LLC	754425455009	312 GEORGIA AVE	166.00	5.00	171.00
20000189	424778	LOPEZ, DAVID	744416254025	3620 STUART BLVD	166.00	5.00	171.00
20000190	111070	COPPOCK, TODD M-BROOKE E	744416484015	3233 MIDDLE FERRY RD	166.00	5.00	171.00
20000194	16084	TANNER, ADAM S-AUTUMN R	744416484057	3126 MIDDLE FERRY RD	83.00	5.00	88.00
20000200	46570	EGAN, JOSHUA J	754434116004	2815 4TH AVE	166.00	5.00	171.00
20000203	22521	VAZQUEZ, MARGARET	744416253015	3519 WILLIAM LN	83.00	5.00	88.00
20000204	22537	BECK, DEBORAH ANN HILDRETH	744416251007	3610 JOHN ST	166.00	5.00	171.00
20000273	400375	SMAY, JONATHAN S	744305277094	8 BALSAM ST	166.00	5.00	171.00

20000311	429130	SCHORSCH, PAULINE	754334488018	1422 ABERCORN DR	63.00	5.00	68.00
20000372	30604	DIZONA, RACHEL	754319378006	24 IVY DR	83.00	5.00	88.00
20000379	32627	REDEKER, KELLY ANN	744318351024	111 WALLACE AVE	166.00	5.00	171.00
20000385	111690	WILLIAMS, MELISSA M	754436253011	526 S 4TH ST	126.00	5.00	131.00
20000392	46310	THE HOUSE OF LEVEE ESTATE LLC	744305181002	1170 LONGVIEW LOOP	166.00	5.00	171.00
20000421	32994	HUNTOON, WILLIAM-DANIELLE	744305277052	1787 SYCAMORE ST	83.00	5.00	88.00
20000484	403481	NEILL, ASHTYN P-SARA B	744303204029	5137 PROVIDENCE RD	166.00	5.00	171.00
20000496	33162	KUDYM, JAMIE L	744318302002	122 WALLACE AVE	83.00	5.00	88.00
20000497	33309	CALDWELL, ADAM	754334488024	1398 ABERCORN DR	83.00	5.00	88.00
20000509	30856	WISE, ANGELA C	754427192006	2915 AVENUE K	166.00	5.00	171.00
20000556	31947	CHAUDHARI, ROHITKUMAR - ASHABEN	754334490023	1384 ARDMORE ST	166.00	5.00	171.00
20000565	400591	MCGLADE, ZANE	754427384004	2819 AVENUE A	126.00	5.00	131.00
20000567	424700	SANTACRUZ, FRANCISCO CEBALLOS	744416254007	3609 RONALD RD	126.00	5.00	131.00
20000569	400074	NASH, KEVIN T-CARRIE	754334490006	1355 ABERCORN DR	63.00	5.00	68.00
20000595	900015	STARGATE PROPERTIES LLC	754435138008	1726 4TH AVE	63.00	5.00	68.00
20000598	47675	BLUE LOTUS PROPERTIES LLC	754436129021	136 S 7TH ST	42.00	5.00	47.00
20000605	30402	CEBALLOS, FRANCISCO	744416254015	3519 RONALD RD	126.00	5.00	131.00
20000610	38646	LANE, KELLY N	744415200002	2601 VETERANS MEMORIAL HWY	166.00	5.00	171.00
20000631	46165	PUFFER, JUSTIN	754334490013	1094 DEVERON DR	63.00	5.00	68.00
20000639	41056	FISHER, BRYCE	754334488022	1406 ABERCORN DR	63.00	5.00	68.00
20000649	38113	FLYNN, CHAD	754434176003	3020 5TH AVE	63.00	5.00	68.00
20000671	429616	WALTERS HOLDING GROUP LLC	744412376004	604 VETERANS MEMORIAL HWY	63.00	5.00	68.00
20000676	42471	NGUOT, REBECCA	754434228009	2420 2ND AVE	63.00	5.00	68.00
20000689	42456	SELL, ANDREW J-OLYVIA GAYTON	744305227021	1839 BALSAM ST	83.00	5.00	88.00
20000695	38665	VERDE INVESTMENTS LLC	744415303007	227 TRADERS POINTE CIR	63.00	5.00	68.00
20000703	37673	CARTER, JUSTIN-CASANDRA	754424452019	211 MORGAN ST	166.00	5.00	171.00
20000714	102065	S L A J LLC	744401329011	2326 S 7TH ST	166.00	5.00	171.00
20000720	102461	DEVAULT, IVAN A-RITA J	744402338001	2501 S 19TH ST	166.00	5.00	171.00
20000740	27931	MCKINNEY, KYLE-KASSANDRA	744303204039	1521 ABERCORN DR	166.00	5.00	171.00
20000748	115587	MADSEN, KYLE	744305277088	32 BALSAM ST	83.00	5.00	88.00
20000773	44708	ALFARO, DILCIA AZUCENA AMADOR	744402227018	1210 17TH AVE	166.00	5.00	171.00
20000794	100017	EVANS, MATT A	754334402027	5360 W ARDMORE ST	123.55	5.00	128.55
20000830	417372	HANDSAKER, RON D	754435213017	1600 4TH AVE	83.00	5.00	88.00
20000835	33622	KOURI, ANDERSEN P	744305277107	21 FOREST GLEN DR	63.00	5.00	68.00
20000837	17431	MARSHALL, KENNETH P	744414226003	4110 S 11TH ST	166.00	5.00	171.00
20000855	38666	NARVAEZ, JAMES	744416252021	3507 JOHN ST	126.00	5.00	131.00
20000861	20649	CAMACHO-RAMOS, ARTURO-MALLORY	754435139001	99 S 24TH ST	83.00	5.00	88.00
20000875	47039	WEIHS, ANTHONY L	754331253015	720 LINDBERG DR	83.00	5.00	88.00
20000879	104097	NANO BROS LLC	744415132024	3024 VETERANS MEMORIAL HWY	48.30	5.00	53.30
20000880	403105	E J C O LLC	754330351005	115 GRACE ST	52.50	5.00	57.50
20000881	42866	BRUCE, FRED A	754425330003	312 CURTIS ST	31.53	5.00	36.53
20000882	42866	BRUCE, FRED A	754425330003	312 CURTIS ST	31.53	5.00	36.53
					344,863.95	12,405.00	**357,268.95**

Water

Name of Owner	Parcel #	Service Location	Water Due	Total Rounded
GENESIS HOLDINGS 2 LLC	7543 30 105 027	1200 E WASHINGTON	593.35	593.00
V B ONE LLC	7543 18 451 007	40 OPAL DR	18.73	19.00
GENESIS HOLDINGS 2 LLC	7543 19 127 004	2724 N BROADWAY	936.87	937.00
LYNN D DANZER	7543 19 402 014	235 E ORCHARD AVE	182.56	183.00
JULIUS D & NADRA L DAVIS	7544 25 285 025	900 HARMONY ST	56.21	56.00
MARK W ROLD	7544 25 285 018	221 LOGAN ST	385.92	386.00
JOHN BURNETT	7544 25 277 022	286 BENTON ST	1.97	2.00
JUSTINO LLC	7544 24 228 012	324 STEVEN CIR	76.94	77.00
GENESIS HOLDINGS 2 LLC	7544 25 427 005	319 N 1ST ST	210.59	211.00
GENESIS HOLDINGS 2 LLC	7544 25 427 006	317 N 1ST ST	478.16	478.00
DOLLEN & ASSOCIATES LLC	7544 25 226 007	400 MCGEE AVE	93.11	93.00
MODA PROPERTIES LLC	7544 25 251 010	412 HARRISON ST	61.83	62.00
MARSHALL D $ BRONWYN J BARNEY	7544 25 226 009	416 MCGEE AVE	73.12	73.00
K B RENTALS LLC	7544 25 277 005	329 HARRISON ST	24.53	25.00
JOSE FRANCISCO GUEVARA DIAZ	7544 25 430 004	127 HARRISON ST	178.38	178.00
NICHOLAS D LUPO	7544 25 384 022	700 MYNSTER ST	81.16	81.00
K J D W N ENTERPRISES INC	7544 25 338 028	345 SCOTT ST	76.83	77.00
MODA PROPERTIES LLC	7544 25 335 010	618 AVE D	92.01	92.00
GENESIS HOLDINGS 2 LLC	7544 25 355 004	828 AVE B	188.43	188.00
COUNCIL BLUFFS DEVELOPMENT CORP LLC	7544 25 355 007	815 AVE C	10.09	10.00
WILMOR H WINN	7544 24 352 015	715 PARKWILD DR	213.82	214.00
TEODORO CHAVEZ MIRANDA	7544 26 490 001	223 N 12TH ST	30.17	30.00
ARTHUR L FARHO	7544 26 266 006	1410 AVE J	206.29	206.00
DANIEL & TRESA KLOTZ	7544 26 207 009	1419 N 17TH ST	147.77	148.00
JG HIGHLAND PROPERTIES LLC	7544 26 477 001	1401 AVE C UNIT A	38.26	38.00
GENESIS HOLDINGS 2 LLC	7544 28 485 007	14 N 35TH ST UPPER A	15.30	15.00
GENESIS HOLDINGS 2 LLC	7544 28 485 007	18 N 35TH ST UPPER C	62.16	62.00
GENESIS HOLDINGS 2 LLC	7544 28 485 007	20 N 35TH ST APT D	32.55	33.00
DEBRA SUE SMITH	7544 27 355 010	3215 AVE A	580.64	581.00
ROBERT & WILLIAM KIRBY	7544 26 363 008	2109 AVE B	61.18	61.00
ROBERT & WILLIAM KIRBY	7544 26 363 008	2109 AVE B	16.37	16.00
ARIO GROUP LLC	7544 26 480 012	1302 AVE B	111.58	112.00
REYS INVSTMENTS LLC	7544 27 380 007	2907 AVE B	75.22	75.00
KASSIDY CRAIG	7544 27 376 005	3021 AVE C	96.42	96.00
BERTA PINEDA SANCHEZ	7544 27 340 013	2820 AVE C	30.61	31.00
MARK P TORNETEN	7544 27 434 022	2524 AVE C	2.52	3.00
ROBERT L CERVENY	7544 28 438 008	3505 AVE D	16.37	16.00
J K S PROPERTY MANAGEMENT LLC	7544 26 309 010	2226 AVE E	23.37	23.00
THANH THANH	7544 28 433 020	3442 AVE E	30.61	31.00
THANH THANH	7544 28 433 020	3442 AVE E	108.66	109.00
PATRICK T HALLIGAN	7544 28 307 005	4060 AVE D	221.71	222.00
ROBERT I JONES JR	7544 28 402 004	3550 AVE G	43.55	44.00
AMADO BESSY AMAYA	7544 26 338 002	1815 AVE G	135.44	135.00
VINEBROOK HOMES BORROWER 1 LLC	7544 27 401 016	2708 AVE G	44.39	44.00
ERIC D & LORRAINE E CORRILL	7544 27 228 003	2549 AVE M	142.45	142.00
GENESIS HOLDINGS 2 LLC	7543 30 310 010	113 FRANK ST	70.97	71.00
RIVA RAUSS	7543 30 366 004	519 BEACH ST	15.30	15.00
PATRICIA LOUISE ACKLEY	7544 25 489 015	204 STUTSMAN ST	275.31	275.00
BRANDON M COKER	7543 31 331 002	1305 SKYLINE DR	16.37	16.00
GENESIS HOLDINGS 2 LLC	7543 31 153 010	104 E GRAHAM AVE	115.07	115.00
RIGG HEIDORF LLC	7544 25 489 008	221 S 1ST ST	219.58	220.00
RIGG HEIDORF LLC	7544 25 489 011	118 PLATNER ST APT A	173.74	174.00
RCR PROPERTIE RENTALS LLC	7543 31 103 008	429 S 1ST ST	47.01	47.00
ANDREW MARTIN	7543 31 106 001	501 DAMON ST	191.11	191.00
J K S PROPERTY MANAGEMENT LLC	7543 31 107 011	625 STUTSMAN ST	44.14	44.00
PATRICK RIGG	7543 31 110 010	631 DAMON ST	138.29	138.00
SHANAHAN CAPITAL LLC	7543 31 112 014	610 GARDEN ST	276.45	276.00
MIRIAM C HODGE	7543 31 101 001	422 S 1ST ST	417.85	418.00
GENESIS HOLDINGS 2 LLC	7544 25 481 007	125 PARK AVE BUILDING 2	285.30	285.00
GENESIS HOLDINGS 2 LLC	7544 25 481 007	125 PARK AVE BUILDING 1	207.63	208.00
GENESIS HOLDINGS 2 LLC	7544 36 227 004	129 GLEN AVE	194.93	195.00
AMERICAN BRIT PROPERTIES LLC	7544 36 227 011	167 GLEN AVE	288.24	288.00
HEIDI JOHANNA MAZEL TRUST	7544 36 409 001	1003 HIGH ST	30.61	31.00

MIKE RAINS	7544 36 457 004	1207 HIGH ST	**150.89**	**151.00**
PEDRO MACIAS MEDINA	7544 36 457 008	1231 HIGH ST	**145.75**	**146.00**
NO EQUITY HOMES LLC	7544 36 454 002	1307 S 3RD ST APT 2	**3.10**	**3.00**
GENESIS HOLDINGS 2 LLC	7544 36 402 008	718 S 3RD ST	**79.52**	**80.00**
ANDREW J & COLETTE A MARTIN	7544 36 205 013	28 BLUFF ST	**61.90**	**62.00**
GENESIS HOLDINGS 2 LLC	7544 36 209 013	231 S 4TH ST	**251.16**	**251.00**
GENESIS HOLDINGS 2 LLC	7544 36 209 010	229 S 4TH ST	**88.52**	**89.00**
7 STAR INVESTMENTS LLC	7543 31 353 009	732 W GRAHAM AVE	**80.63**	**81.00**
GENESIS HOLDINGS 2 LLC	7544 36 103 003	824 1ST AVE	**203.29**	**203.00**
GENESIS HOLDINGS 2 LLC	7544 36 129 022	119 S 8TH ST	**768.49**	**768.00**
GENESIS HOLDINGS 2 LLC	7544 36 129 022	118 S 8TH ST APT 5	**245.79**	**246.00**
GENESIS HOLDINGS 2 LLC	7544 36 129 018	114 S 7TH ST	**194.08**	**194.00**
GENESIS HOLDINGS 2 LLC	7544 36 106 013	804 2ND AVE	**558.39**	**558.00**
GENESIS HOLDINGS 2 LLC	7544 36 105 005	930 2ND AVE	**371.49**	**371.00**
GENESIS HOLDINGS 2 LLC	7544 36 109 002	829 2ND AVE	**172.67**	**173.00**
GENESIS HOLDINGS 2 LLC	7544 36 109 003	817 2ND AVE	**327.06**	**327.00**
GENESIS HOLDINGS 2 LLC	7544 36 109 009	224 S 8TH ST	**344.75**	**345.00**
GENESIS HOLDINGS 2 LLC	7544 36 109 008	824 3RD AVE	**222.82**	**223.00**
GENESIS HOLDINGS 2 LLC	7544 36 112 004	823 3RD AVE	**1,291.98**	**1,292.00**
GENESIS HOLDINGS 2 LLC	7544 36 132 003	307 S 8TH ST	**1,072.68**	**1,073.00**
GENESIS HOLDINGS 2 LLC	7544 36 177 004	525 S 7TH ST	**352.33**	**352.00**
GENESIS HOLDINGS 2 LLC	7544 36 177 002	515 S 7TH ST	**505.47**	**505.00**
GENESIS HOLDINGS 2 LLC	7544 36 176 006	722 6TH AVE FL 1	**402.43**	**402.00**
KJDWN ENTERPRISE CORP	7544 36 176 004	509 S 8TH ST	**363.20**	**363.00**
SHANAHAN CAPITAL LLC	7544 35 192 005	810 S 20TH ST	**243.83**	**244.00**
SHIRLEY M RONK	7544 34 279 009	2436 6TH AVE	**259.82**	**260.00**
JANELL THERESA HAROLD	7544 34 285 001	2445 8TH AVE	**410.93**	**411.00**
MODA PROPERTIES LLC	7544 35 159 024	2202 7TH AVE	**78.23**	**78.00**
GENESIS HOLDINGS 2 LLC	7544 36 181 006	609 S 8TH ST	**47.11**	**47.00**
ACE REALTY LLC	7544 36 159 014	816 7TH AVE	**49.06**	**49.00**
KATE HOLDINGS LLC	7544 35 427 001	825 S 13TH ST	**147.75**	**148.00**
A VITAL CORPORATION	7544 36 187 004	809 S 8TH ST	**184.39**	**184.00**
YUNIEL FERNANDEZ CRUZ	7544 36 384 010	1504 S 7TH ST	**32.75**	**33.00**
STARGATE PROPERTIES LLC	7544 35 138 008	1726 4TH AVE	**342.93**	**343.00**
RONALD C SPIDELL	7544 34 252 009	2605 4TH AVE	**192.34**	**192.00**
DELINA REAL ESTATE INVESTMENTS LLC	7544 34 229 001	2549 2ND AVE	**80.55**	**81.00**
JESSE L III & MELODY A JORDAN	7544 35 110 010	200 S 21ST ST APT 5	**198.65**	**199.00**
DAVID WILLIAMS	7544 34 106 013	3212 3RD AVE	**132.44**	**132.00**
V B SIX LLC	7544 33 204 019	3600 3RD AVE	**47.83**	**48.00**
O R HOLDINGS LLC	7544 33 279 008	3501 5TH AVE	**280.85**	**281.00**
RIGG HEIDORF LLC	7544 35 156 011	2201 5TH AVE	**15.30**	**15.00**
JAMES WILLIAM CALMER	7544 34 184 006	2915 6TH AVE	**93.35**	**93.00**
CHRISTOPHER BURAS	7544 34 162 009	719 S 32ND ST	**155.50**	**156.00**
MIKE & HEATHER DAVIS	7544 33 437 003	1117 S 34TH ST APT A	**17.01**	**17.00**
MERHAWI G KAHSAY	7544 34 309 006	3217 12TH AVE	**166.62**	**167.00**
RED LADDER RENTALS LLC	7544 34 307 020	3224 12TH AVE APT B	**17.87**	**18.00**
S V V HOLDINGS LLC	7544 34 309 010	3115 12TH AVE	**19.38**	**19.00**
AMANDA J PEARSON	7544 34 309 011	3113 12TH AVE	**26.53**	**27.00**
SEIKO LLC	7544 34 303 004	3311 9TH AVE APT A	**102.32**	**102.00**
S L A J LLC	7444 01 337 007	429 25TH AVE	**38.55**	**39.00**
E J C O LLC	7444 01 378 007	2708 S 7TH ST	**64.18**	**64.00**
DANIEL DELGADO	7444 01 335 005	705 25TH AVE	**30.61**	**31.00**
OLD LINCOLN INVESTMENTS LLC	7444 01 376 001	2601 S 8TH ST	**194.99**	**195.00**
KENNETH T & JUDY HOLLINGER	7444 01 378 001	2701 S 8TH ST	**191.40**	**191.00**
JOSEPH M WALLING	7444 01 358 011	2810 S 9TH ST	**60.68**	**61.00**
ANTHONY L WEIHS	7444 01 108 007	1800 S 9TH ST	**108.56**	**109.00**
KIM A POLLARD	7444 01 158 003	2111 S 10TH ST	**241.22**	**241.00**
SHAWN & ERIN ISKE	7444 01 304 010	2314 S 10TH ST	**212.92**	**213.00**
CHARLES A & PENNY VAUGHAN	7544 35 483 004	1324 16TH AVE AVE APT A	**112.06**	**112.00**
PAUL M & GLORIA RICKERTS DREHER	7544 35 462 009	1508 16TH AVE	**129.80**	**130.00**
SHYLESH KRISHMAN	7544 35 462 011	1522 16TH AVE	**7.65**	**8.00**
DOUGLAS C & JANICE E EVANS	7444 10 386 008	4013 RAWLINS DR	**16.37**	**16.00**
DASS INVESTMENT PROPERTIES LLC	7444 10 333 004	2805 35TH AVE	**23.92**	**24.00**
LINDA PETERSON	7444 16 255 020	3509 STUART BLVD	**798.70**	**799.00**
JAMIE HUNTER	7444 16 255 015	3519 STUART BLVD	**0.67**	**1.00**
HECTOR MANUEL QUINONES-CARDONA	7444 16 254 042	3510 STUART BLVD	**62.46**	**62.00**

WATKINS RENOVATION LLC	7444 16 253 034	3602 RONALD RD	117.14	117.00
WATKINS RENOVATION LLC	7444 16 252 039	3516 WILLIAM LN	25.20	25.00
FRANCIS L SHOEMAKER	7444 16 252 041	3512 WILLIAM LN	241.94	242.00
STACEY M WHTTINGTON	7444 13 259 021	4518 MOHAWK	15.25	15.00
C H A PROPERTIES LLC	7444 13 204 011	114 COMANCHE	102.87	103.00
HAWK PROPERTIES	7444 13 257 009	4608 NAVAJO	35.05	35.00
LARRY D PRACHT	7543 32 129 002	4 ADRIAN AVE	11.47	11.00
WESTERN IOWA INVESTMENTS LLC	7444 14 226 002	1113 42ND AVE	139.82	140.00
MALONEY REAL ESTATE LLC	7544 25 465 008	162 W BROADWAY	15.74	16.00
GENESIS HOLDINGS 2 LLC	7543 31 130 003	629 FRANKLIN AVE	265.74	266.00
GENESIS HOLDINGS 2 LLC	7544 36 109 005	805 2ND AVE	1,695.98	1,696.00
TRANSPORTATION MANAGEMENT GROUP LLC	7544 26 490 002	219 N 12TH ST	77.40	77.00
			25,956.17	25,956.00

Sewer

Name of Owner	Parcel #	Service Location	Sewer Due	Sewer Rounded	Lien Fee	Total Due Rounded
GENESIS HOLDINGS 2 LLC	7543 30 105 027	1200 E WASHINGTON	202.71	203.00	5.00	208.00
V B ONE LLC	7543 18 451 007	40 OPAL DR	45.36	45.00	5.00	50.00
GENESIS HOLDINGS 2 LLC	7543 19 127 004	2724 N BROADWAY	674.81	675.00	5.00	680.00
LYNN D DANZER	7543 19 402 014	235 E ORCHARD AVE	322.24	322.00	5.00	327.00
JULIUS D & NADRA L DAVIS	7544 25 285 025	900 HARMONY ST	51.60	52.00	5.00	57.00
MARK W ROLD	7544 25 285 018	221 LOGAN ST	202.32	202.00	5.00	207.00
JOHN BURNETT	7544 25 277 022	286 BENTON ST	14.33	14.00	5.00	19.00
JUSTINO LLC	7544 24 228 012	324 STEVEN CIR	68.72	69.00	5.00	74.00
GENESIS HOLDINGS 2 LLC	7544 25 427 005	319 N 1ST ST	280.46	280.00	5.00	285.00
GENESIS HOLDINGS 2 LLC	7544 25 427 006	317 N 1ST ST	382.06	382.00	5.00	387.00
DOLLEN & ASSOCIATES LLC	7544 25 226 007	400 MCGEE AVE	100.80	101.00	5.00	106.00
MODA PROPERTIES LLC	7544 25 251 010	412 HARRISON ST	88.56	89.00	5.00	94.00
MARSHALL D $ BRONWYN J BARNEY	7544 25 226 009	416 MCGEE AVE	28.66	29.00	5.00	34.00
K B RENTALS LLC	7544 25 277 005	329 HARRISON ST	44.42	44.00	5.00	49.00
JOSE FRANCISCO GUEVARA DIAZ	7544 25 430 004	127 HARRISON ST	113.20	113.00	5.00	118.00
NICHOLAS D LUPO	7544 25 384 022	700 MYNSTER ST	28.66	29.00	5.00	34.00
K J D W N ENTERPRISES INC	7544 25 338 028	345 SCOTT ST	18.26	18.00	5.00	23.00
MODA PROPERTIES LLC	7544 25 335 010	618 AVE D	108.45	108.00	5.00	113.00
GENESIS HOLDINGS 2 LLC	7544 25 355 004	828 AVE B	688.53	689.00	5.00	694.00
COUNCIL BLUFFS DEVELOPMENT CORP LLC	7544 25 355 007	815 AVE C	28.66	29.00	5.00	34.00
WILMOR H WINN	7544 24 352 015	715 PARKWILD DR	310.60	311.00	5.00	316.00
TEODORO CHAVEZ MIRANDA	7544 26 490 001	223 N 12TH ST	28.66	29.00	5.00	34.00
ARTHUR L FARHO	7544 26 266 006	1410 AVE J	171.50	172.00	5.00	177.00
DANIEL & TRESA KLOTZ	7544 26 207 009	1419 N 17TH ST	118.08	118.00	5.00	123.00
JG HIGHLAND PROPERTIES LLC	7544 26 477 001	1401 AVE C UNIT A	28.66	29.00	5.00	34.00
GENESIS HOLDINGS 2 LLC	7544 28 485 007	14 N 35TH ST UPPER A	14.33	14.00	5.00	19.00
GENESIS HOLDINGS 2 LLC	7544 28 485 007	18 N 35TH ST UPPER C	57.60	58.00	5.00	63.00
GENESIS HOLDINGS 2 LLC	7544 28 485 007	20 N 35TH ST APT D	39.70	40.00	5.00	45.00
ACE REALTY LLC	7544 26 359 001	2227 AVE A	9.03	9.00	5.00	14.00
DEBRA SUE SMITH	7544 27 355 010	3215 AVE A	809.71	810.00	5.00	815.00
ROBERT & WILLIAM KIRBY	7544 26 363 008	2109 AVE B	52.63	53.00	5.00	58.00
ROBERT & WILLIAM KIRBY	7544 26 363 008	2109 AVE B	14.33	14.00	5.00	19.00
ARIO GROUP LLC	7544 26 480 012	1302 AVE B	114.42	114.00	5.00	119.00
REYS INVSTMENTS LLC	7544 27 380 007	2907 AVE B	57.53	58.00	5.00	63.00
KASSIDY CRAIG	7544 27 376 005	3021 AVE C	42.99	43.00	5.00	48.00
BERTA PINEDA SANCHEZ	7544 27 340 013	2820 AVE C	28.66	29.00	5.00	34.00
MARK P TORNETEN	7544 27 434 022	2524 AVE C	28.66	29.00	5.00	34.00
ROBERT L CERVENY	7544 28 438 008	3505 AVE D	14.33	14.00	5.00	19.00
J K S PROPERTY MANAGEMENT LLC	7544 26 309 010	2226 AVE E	42.57	43.00	5.00	48.00
THANH THANH	7544 28 433 020	3442 AVE E	28.66	29.00	5.00	34.00
THANH THANH	7544 28 433 020	3442 AVE E	68.05	68.00	5.00	73.00
PATRICK T HALLIGAN	7544 28 307 005	4060 AVE D	59.29	59.00	5.00	64.00
ROBERT I JONES JR	7544 28 402 004	3550 AVE G	30.11	30.00	5.00	35.00
AMADO BESSY AMAYA	7544 26 338 002	1815 AVE G	69.26	69.00	5.00	74.00
VINEBROOK HOMES BORROWER 1 LLC	7544 27 401 016	2708 AVE G	44.42	44.00	5.00	49.00
NICHOLAS A MITCHELL	7544 27 133 009	1110 N 28TH ST	23.60	24.00	5.00	29.00
ERIC D & LORRAINE E CORRILL	7544 27 228 003	2549 AVE M	58.48	58.00	5.00	63.00
GENESIS HOLDINGS 2 LLC	7543 30 310 010	113 FRANK ST	235.30	235.00	5.00	240.00

RIVA RAUSS	7543 30 366 004	519 BEACH ST	**14.33**	**14.00**	5.00	**19.00**
PATRICIA LOUISE ACKLEY	7544 25 489 015	204 STUTSMAN ST	**135.68**	**136.00**	5.00	**141.00**
BRANDON M COKER	7543 31 331 002	1305 SKYLINE DR	**14.33**	**14.00**	5.00	**19.00**
GENESIS HOLDINGS 2 LLC	7543 31 153 010	104 E GRAHAM AVE	**145.34**	**145.00**	5.00	**150.00**
RIGG HEIDORF LLC	7544 25 489 008	221 S 1ST ST	**112.88**	**113.00**	5.00	**118.00**
RIGG HEIDORF LLC	7544 25 489 011	118 PLATNER ST APT A	**127.59**	**128.00**	5.00	**133.00**
RCR PROPERTIE RENTALS LLC	7543 31 103 008	429 S 1ST ST	**59.59**	**60.00**	5.00	**65.00**
ANDREW MARTIN	7543 31 106 001	501 DAMON ST	**112.60**	**113.00**	5.00	**118.00**
J K S PROPERTY MANAGEMENT LLC	7543 31 107 011	625 STUTSMAN ST	**44.42**	**44.00**	5.00	**49.00**
PATRICK RIGG	7543 31 110 010	631 DAMON ST	**94.27**	**94.00**	5.00	**99.00**
SHANAHAN CAPITAL LLC	7543 31 112 014	610 GARDEN ST	**175.55**	**176.00**	5.00	**181.00**
MIRIAM C HODGE	7543 31 101 001	422 S 1ST ST	**417.17**	**417.00**	5.00	**422.00**
GENESIS HOLDINGS 2 LLC	7544 25 481 007	125 PARK AVE BUILDING 2	**351.12**	**351.00**	5.00	**356.00**
GENESIS HOLDINGS 2 LLC	7544 25 481 007	125 PARK AVE BUILDING 1	**181.40**	**181.00**	5.00	**186.00**
GENESIS HOLDINGS 2 LLC	7544 36 227 004	129 GLEN AVE	**256.96**	**257.00**	5.00	**262.00**
AMERICAN BRIT PROPERTIES LLC	7544 36 227 011	167 GLEN AVE	**225.90**	**226.00**	5.00	**231.00**
HEIDI JOHANNA MAZEL TRUST	7544 36 409 001	1003 HIGH ST	**34.15**	**34.00**	5.00	**39.00**
VIXEN LLC	7544 36 457 001	121 12TH AVE	**27.38**	**27.00**	5.00	**32.00**
MIKE RAINS	7544 36 457 004	1207 HIGH ST	**74.81**	**75.00**	5.00	**80.00**
PEDRO MACIAS MEDINA	7544 36 457 008	1231 HIGH ST	**155.59**	**156.00**	5.00	**161.00**
NO EQUITY HOMES LLC	7544 36 454 002	1307 S 3RD ST APT 2	**16.83**	**17.00**	5.00	**22.00**
RENTSDUE LLC	7544 36 407 013	234 11TH AVE	**23.51**	**24.00**	5.00	**29.00**
GENESIS HOLDINGS 2 LLC	7544 36 402 008	718 S 3RD ST	**197.95**	**198.00**	5.00	**203.00**
ANDREW J & COLETTE A MARTIN	7544 36 205 013	28 BLUFF ST	**81.42**	**81.00**	5.00	**86.00**
RED DOOR INVESTMENTS	7544 36 258 004	623 S 4TH ST	**5.44**	**5.00**	5.00	**10.00**
GENESIS HOLDINGS 2 LLC	7544 36 209 013	231 S 4TH ST	**137.22**	**137.00**	5.00	**142.00**
GENESIS HOLDINGS 2 LLC	7544 36 209 010	229 S 4TH ST	**85.71**	**86.00**	5.00	**91.00**
7 STAR INVESTMENTS LLC	7543 31 353 009	732 W GRAHAM AVE	**71.22**	**71.00**	5.00	**76.00**
GENESIS HOLDINGS 2 LLC	7544 36 103 003	824 1ST AVE	**159.27**	**159.00**	5.00	**164.00**
GENESIS HOLDINGS 2 LLC	7544 36 129 022	119 S 8TH ST APT 9	**22.32**	**22.00**	5.00	**27.00**
GENESIS HOLDINGS 2 LLC	7544 36 129 022	119 S 8TH ST	**691.25**	**691.00**	5.00	**696.00**
GENESIS HOLDINGS 2 LLC	7544 36 129 022	118 S 8TH ST APT 5	**43.08**	**43.00**	5.00	**48.00**
GENESIS HOLDINGS 2 LLC	7544 36 129 018	114 S 7TH ST	**157.79**	**158.00**	5.00	**163.00**
GENESIS HOLDINGS 2 LLC	7544 36 106 013	804 2ND AVE	**598.15**	**598.00**	5.00	**603.00**
GENESIS HOLDINGS 2 LLC	7544 36 105 005	930 2ND AVE	**341.52**	**342.00**	5.00	**347.00**
GENESIS HOLDINGS 2 LLC	7544 36 109 002	829 2ND AVE	**416.38**	**416.00**	5.00	**421.00**
GENESIS HOLDINGS 2 LLC	7544 36 109 003	817 2ND AVE	**600.60**	**601.00**	5.00	**606.00**
GENESIS HOLDINGS 2 LLC	7544 36 109 009	224 S 8TH ST	**359.42**	**359.00**	5.00	**364.00**
GENESIS HOLDINGS 2 LLC	7544 36 109 008	824 3RD AVE	**626.62**	**627.00**	5.00	**632.00**
GENESIS HOLDINGS 2 LLC	7544 36 112 004	823 3RD AVE	**264.16**	**264.00**	5.00	**269.00**
GENESIS HOLDINGS 2 LLC	7544 36 132 003	307 S 8TH ST	**438.55**	**439.00**	5.00	**444.00**
GENESIS HOLDINGS 2 LLC	7544 36 177 004	525 S 7TH ST	**677.18**	**677.00**	5.00	**682.00**
GENESIS HOLDINGS 2 LLC	7544 36 177 002	515 S 7TH ST	**324.63**	**325.00**	5.00	**330.00**
GENESIS HOLDINGS 2 LLC	7544 36 176 006	722 6TH AVE FL 1	**311.92**	**312.00**	5.00	**317.00**
KJDWN ENTERPRISE CORP	7544 36 176 004	509 S 8TH ST	**134.99**	**135.00**	5.00	**140.00**
THOMAS NICHOLAS TAGUE	7544 35 284 003	1127 6TH AVE	**21.63**	**22.00**	5.00	**27.00**
SHANAHAN CAPITAL LLC	7544 35 192 005	810 S 20TH ST	**282.63**	**283.00**	5.00	**288.00**
SHIRLEY M RONK	7544 34 279 009	2436 6TH AVE	**441.31**	**441.00**	5.00	**446.00**
JANELL THERESA HAROLD	7544 34 285 001	2445 8TH AVE	**315.96**	**316.00**	5.00	**321.00**
MODA PROPERTIES LLC	7544 35 159 024	2202 7TH AVE	**94.79**	**95.00**	5.00	**100.00**
GENESIS HOLDINGS 2 LLC	7544 36 181 006	609 S 8TH ST	**47.72**	**48.00**	5.00	**53.00**
ACE REALTY LLC	7544 36 159 014	816 7TH AVE	**28.66**	**29.00**	5.00	**34.00**
KATE HOLDINGS LLC	7544 35 427 001	825 S 13TH ST	**61.45**	**61.00**	5.00	**66.00**
A VITAL CORPORATION	7544 36 187 004	809 S 8TH ST	**70.86**	**71.00**	5.00	**76.00**
YUNIEL FERNANDEZ CRUZ	7544 36 384 010	1504 S 7TH ST	**27.38**	**27.00**	5.00	**32.00**
STARGATE PROPERTIES LLC	7544 35 138 008	1726 4TH AVE	**130.67**	**131.00**	5.00	**136.00**
RONALD C SPIDELL	7544 34 252 009	2605 4TH AVE	**49.83**	**50.00**	5.00	**55.00**
DELINA REAL ESTATE INVESTMENTS LLC	7544 34 229 001	2549 2ND AVE	**62.87**	**63.00**	5.00	**68.00**
JESSE L III & MELODY A JORDAN	7544 35 110 010	200 S 21ST ST APT 5	**101.83**	**102.00**	5.00	**107.00**
DAVID WILLIAMS	7544 34 106 013	3212 3RD AVE	**533.35**	**533.00**	5.00	**538.00**
V B SIX LLC	7544 33 204 019	3600 3RD AVE	**44.42**	**44.00**	5.00	**49.00**
O R HOLDINGS LLC	7544 33 279 008	3501 5TH AVE	**354.07**	**354.00**	5.00	**359.00**
RIGG HEIDORF LLC	7544 35 156 011	2201 5TH AVE	**13.69**	**14.00**	5.00	**19.00**
CHRISTOPHER BURAS	7544 34 162 009	719 S 32ND ST	**28.80**	**29.00**	5.00	**34.00**
MIKE & HEATHER DAVIS	7544 33 437 004	1121 S 34TH ST APT A	**37.07**	**37.00**	5.00	**42.00**
MIKE & HEATHER DAVIS	7544 33 437 003	1117 S 34TH ST APT A	**19.29**	**19.00**	5.00	**24.00**

MERHAWI G KAHSAY	7544 34 309 006	3217 12TH AVE	**316.64**	**317.00**	5.00	**322.00**
RED LADDER RENTALS LLC	7544 34 307 020	3224 12TH AVE APT B	**81.11**	**81.00**	5.00	**86.00**
S V V HOLDINGS LLC	7544 34 309 010	3115 12TH AVE	**52.93**	**53.00**	5.00	**58.00**
AMANDA J PEARSON	7544 34 309 011	3113 12TH AVE	**28.66**	**29.00**	5.00	**34.00**
SEIKO LLC	7544 34 303 004	3311 9TH AVE APT A	**53.57**	**54.00**	5.00	**59.00**
S L A J LLC	7444 01 337 007	429 25TH AVE	**41.13**	**41.00**	5.00	**46.00**
E J C O LLC	7444 01 378 007	2708 S 7TH ST	**30.46**	**30.00**	5.00	**35.00**
DANIEL DELGADO	7444 01 335 005	705 25TH AVE	**51.44**	**51.00**	5.00	**56.00**
OLD LINCOLN INVESTMENTS LLC	7444 01 376 001	2601 S 8TH ST	**55.66**	**56.00**	5.00	**61.00**
KENNETH T & JUDY HOLLINGER	7444 01 378 001	2701 S 8TH ST	**106.13**	**106.00**	5.00	**111.00**
JOSEPH M WALLING	7444 01 358 011	2810 S 9TH ST	**14.33**	**14.00**	5.00	**19.00**
ANTHONY L WEIHS	7444 01 108 007	1800 S 9TH ST	**53.19**	**53.00**	5.00	**58.00**
KIM A POLLARD	7444 01 158 003	2111 S 10TH ST	**56.04**	**56.00**	5.00	**61.00**
SHAWN & ERIN ISKE	7444 01 304 010	2314 S 10TH ST	**668.89**	**669.00**	5.00	**674.00**
CHARLES A & PENNY VAUGHAN	7544 35 483 004	1324 16TH AVE AVE APT A	**58.75**	**59.00**	5.00	**64.00**
PAUL M & GLORIA RICKERTS DREHER	7544 35 462 009	1508 16TH AVE	**42.99**	**43.00**	5.00	**48.00**
SHYLESH KRISHMAN	7544 35 462 011	1522 16TH AVE	**22.35**	**22.00**	5.00	**27.00**
DOUGLAS C & JANICE E EVANS	7444 10 386 008	4013 RAWLINS DR	**38.85**	**39.00**	5.00	**44.00**
DASS INVESTMENT PROPERTIES LLC	7444 10 333 004	2805 35TH AVE	**103.13**	**103.00**	5.00	**108.00**
LINDA PETERSON	7444 16 255 020	3509 STUART BLVD	**353.17**	**353.00**	5.00	**358.00**
JAMIE HUNTER	7444 16 255 015	3519 STUART BLVD	**14.33**	**14.00**	5.00	**19.00**
HECTOR MANUEL QUINONES-CARDONA	7444 16 254 042	3510 STUART BLVD	**28.66**	**29.00**	5.00	**34.00**
WATKINS RENOVATION LLC	7444 16 253 034	3602 RONALD RD	**43.30**	**43.00**	5.00	**48.00**
WATKINS RENOVATION LLC	7444 16 252 039	3516 WILLIAM LN	**37.08**	**37.00**	5.00	**42.00**
FRANCIS L SHOEMAKER	7444 16 252 041	3512 WILLIAM LN	**212.78**	**213.00**	5.00	**218.00**
STACEY M WHTTINGTON	7444 13 259 021	4518 MOHAWK	**54.84**	**55.00**	5.00	**60.00**
C H A PROPERTIES LLC	7444 13 204 011	114 COMANCHE	**200.06**	**200.00**	5.00	**205.00**
HAWK PROPERTIES	7444 13 257 009	4608 NAVAJO	**27.38**	**27.00**	5.00	**32.00**
LARRY D PRACHT	7543 32 129 002	4 ADRIAN AVE	**27.38**	**27.00**	5.00	**32.00**
MALONEY REAL ESTATE LLC	7544 25 465 008	162 W BROADWAY	**15.34**	**15.00**	5.00	**20.00**
GENESIS HOLDINGS 2 LLC	7543 31 130 003	629 FRANKLIN AVE	**634.57**	**635.00**	5.00	**640.00**
GENESIS HOLDINGS 2 LLC	7544 36 109 005	805 2ND AVE	**520.86**	**521.00**	5.00	**526.00**
TRANSPORTATION MANAGEMENT GROUP LLC	7544 26 490 002	219 N 12TH ST	**135.45**	**135.00**	5.00	**140.00**
			22,591.89	**22,593.00**	**735.00**	**23,328.00**

City of Council Bluffs

LLA Balances through Bill Date 6/30/2025

Owner Number	Customer Address	Landlord Name	Days Past Due: Current Past Due	Days Past Due: 91 To 120 Days Past Due	Days Past Due: Over 120 Days Past Due	Total Past Due Amount
19216	807 1ST AVE	J S P REAL ESTATE LLC	$0.00	$0.00	$436.00	$436.00
19216	805 1ST AVE	J S P REAL ESTATE LLC	$0.00	$0.00	$168.00	$168.00
19216	1028 5TH AVE UPPR	J S P REAL ESTATE LLC	$0.00	$0.00	$592.00	$592.00
19216	1028 5TH AVE DOWN	J S P REAL ESTATE LLC	$0.00	$0.00	$148.00	$148.00
19655	2005 AVENUE F	ARNDT, VANESSA	$0.00	$0.00	$148.00	$148.00
19655	2003 AVENUE F	ARNDT, VANESSA	$0.00	$0.00	$736.00	$736.00
21751	243 15TH AVE	LAMMERT, JORDAN T-ALEXANDRA C	$0.00	$0.00	$488.00	$488.00
25966	3019 11TH AVE	OVERLAND MOBILE HOMES L C	$0.00	$0.00	$516.00	$516.00
27673	125 HUNTER AVE	LIMMER, CARLA	$0.00	$0.00	$502.40	$502.40
27673	508 N 9TH ST	LIMMER, CARLA	$0.00	$0.00	$574.00	$574.00
27673	912 AVENUE I	LIMMER, CARLA	$0.00	$0.00	$94.00	$94.00
27673	904 AVENUE I	LIMMER, CARLA	$0.00	$0.00	$715.00	$715.00
27673	3013 AVENUE K	LIMMER, CARLA	$0.00	$0.00	$350.00	$350.00
27744	3725 4TH AVE	K I D PROPERTIES LLC	$0.00	$0.00	$732.00	$732.00
30989	1129 6TH AVE	GOMEZ, SHAWN	$83.00	$0.00	$0.00	$83.00
30989	829 8TH AVE	GOMEZ, SHAWN	$83.00	$0.00	$332.00	$415.00
30989	1203 7TH AVE	GOMEZ, SHAWN	$83.00	$0.00	$249.00	$332.00
35128	1828 AVENUE A	CREATING HOMES LLC	$83.00	$0.00	$166.00	$249.00
35128	621 S 1ST ST	CREATING HOMES LLC	$83.00	$0.00	$0.00	$83.00
36134	216 12TH AVE	CREATING HOMES LLC	$83.00	$0.00	$249.00	$332.00
38123	416 S 22ND ST	WESTERN IOWA AGRI BUSINESS LLC	$83.00	$0.00	$249.00	$332.00
38286	1735 7TH AVE	PRICE, SUSAN A	$0.00	$0.00	$160.00	$160.00
38286	2532 6TH AVE	PRICE, SUSAN A	$0.00	$0.00	$409.00	$409.00
40421	146 NORTON AVE	NOPE LLC	$0.00	$0.00	$166.00	$166.00
40421	3005 6TH AVE	NOPE LLC	$166.00	$0.00	$332.00	$498.00
42666	707 S 17TH ST	CREATING HOMES LLC	$83.00	$0.00	$332.00	$415.00
106882	912 AVENUE I	LIMMER, CARLA M TRUST	$0.00	$0.00	$74.00	$74.00
400019	3026 AVENUE K	MCCONNELL, CRAIG A-TINA M	$0.00	$0.00	$18.00	$18.00
400525	923 AVENUE D	R C R PROPERTIES LLC	$0.00	$0.00	$1,748.00	$1,748.00
400527	154 HARRISON ST	MCCONNELL, CRAIG A-TINA M	$0.00	$0.00	$13.00	$13.00
400527	2726 6TH AVE	MCCONNELL, CRAIG A-TINA M	$83.00	$0.00	$166.00	$249.00
400596	3028 AVENUE B	RICHARDS, RANDY	$0.00	$0.00	$592.00	$592.00
400596	2534 AVENUE B	RICHARDS, RANDY	$0.00	$0.00	$498.00	$498.00
400596	2541 AVENUE E	RICHARDS, RANDY	$0.00	$0.00	$666.00	$666.00
400596	3238 6TH AVE	RICHARDS, RANDY	$0.00	$0.00	$270.00	$270.00
400596	3307 9TH AVE	RICHARDS, RANDY	$0.00	$0.00	$962.00	$962.00
400601	602 N 17TH ST	MAC INVESTMENTS INC	$0.00	$0.00	$38.00	$38.00
400601	721 STUTSMAN ST	MAC INVESTMENTS INC	$0.00	$0.00	$128.00	$128.00
400614	1807 AVENUE F	MCCONNELL, CRAIG A-TINA M	$0.00	$0.00	$292.00	$292.00
400702	328 LINCOLN AVE	R C R ENTERPRISES INC	$0.00	$0.00	$148.00	$148.00
400702	324 LINCOLN AVE	R C R ENTERPRISES INC	$0.00	$0.00	$240.00	$240.00
400882	2702 7TH AVE	LIMMER, MICHAEL K TRUST	$0.00	$0.00	$296.00	$296.00
400883	1731 7TH AVE	LIMMER, MICHAEL K TRUST	$83.00	$0.00	$563.00	$646.00
400883	1735 7TH AVE	LIMMER, MICHAEL K TRUST	$83.00	$0.00	$907.00	$990.00
400883	99999 UNKNOWN	LIMMER, MICHAEL K TRUST	$0.00	$0.00	$548.00	$548.00
400883	2534 6TH AVE	LIMMER, MICHAEL K TRUST	$0.00	$0.00	$83.00	$83.00
400883	2324 3RD AVE	LIMMER, MICHAEL K TRUST	$0.00	$0.00	$820.00	$820.00
400883	99999 UNKNOWN	LIMMER, MICHAEL K TRUST	$0.00	$0.00	$301.00	$301.00

City of Council Bluffs

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400883	3113 12TH AVE	LIMMER, MICHAEL K TRUST	$0.00	$0.00	$507.00	$507.00
400908	2610 AVENUE B	COATS REALTY LLC	$0.00	$0.00	$370.00	$370.00
400908	3402 AVENUE C	COATS REALTY LLC	$83.00	$0.00	$166.00	$249.00
400908	3422 AVENUE E	COATS REALTY LLC	$0.00	$0.00	$168.00	$168.00
400908	2901 AVENUE J	COATS REALTY LLC	$0.00	$0.00	$166.00	$166.00
400908	500 E PIERCE ST	COATS REALTY LLC	$0.00	$0.00	$444.00	$444.00
400908	316 PLATNER ST	COATS REALTY LLC	$83.00	$0.00	$249.00	$332.00
400908	1108 8TH AVE	COATS REALTY LLC	$0.00	$0.00	$720.00	$720.00
400908	1006 5TH AVE	COATS REALTY LLC	$0.00	$0.00	$83.00	$83.00
400908	1019 5TH AVE	COATS REALTY LLC	$83.00	$0.00	$1,208.00	$1,291.00
400908	3514 5TH AVE	COATS REALTY LLC	$83.00	$0.00	$1,427.00	$1,510.00
400908	1920 7TH AVE	COATS REALTY LLC	$83.00	$0.00	$329.00	$412.00
400908	710 25TH AVE	COATS REALTY LLC	$0.00	$0.00	$564.00	$564.00
400908	120 COMANCHE ST	COATS REALTY LLC	$83.00	$0.00	$83.00	$166.00
401274	2010 6TH AVE	L T STANDING LTD	$0.00	$0.00	$220.00	$220.00
402872	102 VINE ST	ROSTERMUNDT, KENNETH J-VIVIAN A TRUSTS	$83.00	$0.00	$541.00	$624.00
402872	1421 HIGH ST	ROSTERMUNDT, KENNETH J-VIVIAN A TRUSTS	$83.00	$0.00	$249.00	$332.00
402872	1114 6TH AVE	ROSTERMUNDT, KENNETH J-VIVIAN A TRUSTS	$83.00	$0.00	$83.00	$166.00
402872	1412 S 7TH ST	ROSTERMUNDT, KENNETH J-VIVIAN A TRUSTS	$83.00	$0.00	$397.00	$480.00
402884	128 VINE ST	ROSTERMUNDT, STEPHANIE	$0.00	$0.00	$1,167.00	$1,167.00
402970	518 DAMON ST	HUNTER, ROBERT G	$0.00	$0.00	$962.00	$962.00
404623	1500 AVENUE D	YOUNGBLOOD, MEGHANN M	$0.00	$0.00	$56.00	$56.00
404867	2203 AVENUE A	ACME REAL ESTATE INC	$0.00	$0.00	$18.00	$18.00
404867	3448 AVENUE A	ACME REAL ESTATE INC	$83.00	$0.00	$2,687.00	$2,770.00
404867	2724 AVENUE A	ACME REAL ESTATE INC	$0.00	$0.00	$74.00	$74.00
404867	8 LYNNWOOD DR	ACME REAL ESTATE INC	$83.00	$0.00	$166.00	$249.00
404867	2745 4TH AVE	ACME REAL ESTATE INC	$0.00	$0.00	$74.00	$74.00
404867	1737 4TH AVE	ACME REAL ESTATE INC	$83.00	$0.00	$881.00	$964.00
404867	4017 WAKEMAN DR	ACME REAL ESTATE INC	$0.00	$0.00	$732.00	$732.00
404867	55 PICKARD LN	ACME REAL ESTATE INC	$0.00	$0.00	$18.00	$18.00
404867	1210 WEDGEWOOD DR	ACME REAL ESTATE INC	$0.00	$0.00	$54.00	$54.00
405029	400 N 6TH ST	COATS REALTY	$83.00	$0.00	$1,339.00	$1,422.00
405185	2027 AVENUE D	R C R PROPERTIES LLC	$20.00	$0.00	$0.00	$20.00
405852	618 N 9TH ST	TRACY, MATTHEW G	$0.00	$0.00	$202.00	$202.00
405878	618 N 9TH ST	TURN RED INC	$0.00	$0.00	$498.00	$498.00
406415	2418 AVENUE A	S L A J LLC	$0.00	$0.00	$814.00	$814.00
406415	429 25TH AVE	S L A J LLC	$0.00	$0.00	$572.00	$572.00
406574	3423 AVENUE B	MURPHY, PATRICIA F	$0.00	$0.00	$80.00	$80.00
406574	2728 AVENUE G	MURPHY, PATRICIA F	$83.00	$0.00	$18.00	$101.00
407291	916 AVENUE C	MAC INVESTMENT INC	$0.00	$0.00	$36.00	$36.00
407913	2519 5TH AVE	MCCONNELL, CRAIG A - TINA M	$0.00	$0.00	$838.00	$838.00
407972	2526 AVENUE C	MURRAY, MICHAEL T	$0.00	$0.00	$641.00	$641.00
414512	1220 MADISON AVE	CONLEY, KELLY F	$0.00	$0.00	$186.00	$186.00
414775	5408 HARDINGS LANDING RD	S L A J LLC	$0.00	$0.00	$576.87	$576.87
416373	830 1ST AVE	COATS REALTY LLC	$0.00	$0.00	$148.00	$148.00
416389	831 1ST AVE	COATS REALTY LLC	$0.00	$0.00	$296.00	$296.00
416630	1302 6TH AVE	STARKEY, TERRI - LEROY L	$0.00	$0.00	$148.00	$148.00
417782	827 6TH AVE	ALFARRA, ABALHADI A	$0.00	$0.00	$148.00	$148.00

City of Council Bluffs

LLA Balances through Bill Date 6/30/2025

418991	812 20TH AVE	MILLER, DOUGLAS E-MARSHA J	$0.00	$0.00	$222.00	$222.00
419239	1400 AVENUE B	TURN RED INC	$0.00	$0.00	$572.00	$572.00
424229	4021 WAKEMAN DR	WATKINS RENOVATIONS LLC	$83.00	$0.00	$61.00	$144.00
424229	3513 STUART BLVD	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3606 STUART BLVD	WATKINS RENOVATIONS LLC	$83.00	$0.00	$83.00	$166.00
424229	3514 STUART BLVD	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3507 RONALD RD	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3523 WILLIAM LN	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3618 WILLIAM LN	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3606 WILLIAM LN	WATKINS RENOVATIONS LLC	$0.00	$0.00	$166.00	$166.00
424229	3522 WILLIAM LN	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3516 WILLIAM LN	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3514 WILLIAM LN	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3504 WILLIAM LN	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3523 JOHN ST	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3621 JOHN ST	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424229	3518 JOHN ST	WATKINS RENOVATIONS LLC	$83.00	$0.00	$249.00	$332.00
424297	2810 AVENUE C	BRAMMER, JESSE-JENNIFER	$83.00	$0.00	$0.00	$83.00
429586	2910 VALLEY VIEW DR	COUNCIL BLUFFS WATER WORKS	$0.00	$0.00	$202.00	$202.00
			$3,589.00	**$0.00**	**$43,912.27**	**$47,501.27**

RESOLUTION NO. 25-214

A RESOLUTION CERTIFYING THE FY2025 WATER, SEWER, AND REFUSE COLLECTION LIEN SCHEDULE FOR NONPAYMENT TO THE COUNTY TREASURER TO BE ASSESSED AGAINST THE OWNER'S PROPERTY.

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, the City of Council Bluffs, Iowa has established a municipal system for the treatment of water and sewage 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 FY2025 Water, Sewer and Refuse Collection Lien Schedule on file with the Treasurer's 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 FY2025 Water, Sewer and Refuse Collection Lien Schedule for nonpayment of residential refuse collection charges in the amount of approximately $357,268.95, nonpayment of sewer rental fees in the amount of approximately $23,328.00 and the nonpayment of water fees in the amount of approximately $25,956.00 is hereby approved, and the City Clerk is hereby authorized, empowered and directed to certify said 2025 Refuse Collection Lien Schedule to the Pottawattamie County Treasurer to be collected in the same manner as taxes. An Authorized Officer 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 August 25, 2025

.

_____
MATTHEW J. WALSH Mayor

Attest:

_____
JODI QUAKENBUSH City Clerk

Council Communication

Department: Human Resources

Case/Project No.:

Subject/Title

Resolution 25-215
Resolution authorizing the suspension of civil service commission practices for hiring Utility Worker II positions

Background/Discussion

On April 10, 2024, Governor Reynolds approved Senate File 2205, which allows a city council to suspend the standard civil service hiring procedures for certain positions for up to one year. The City Council may vote to implement a new suspension immediately following the expiration of a previous one.

The Utility Worker II position, classified as AFSCME Grade 15, continues to be difficult to fill under the current civil service process. Each recruitment cycle requires multiple reviews and actions by the Civil Service Commission, significantly extending the time-to-hire.
To streamline hiring and address operational needs, it is requested that the City Council approve a one-year suspension of civil service procedures for the Utility Worker II position. The City will continue to use its standard evaluation and selection process to ensure qualified candidates are hired.

Staff Recommendation

Resolution Suspending the Civil Service commission practices for hiring Utility Worker II positions.

Attachments

25-215.doc

Prepared by: Natalie Bouchama
Approved by:

5.B

RESOLUTION NO. 25-215

A RESOLUTION AUTHROIZING THE SUSPENSION OF CIVIL SERVICE COMMISSION PRACTICES FOR HIRING UTILITY WORKER II POSITIONS

WHEREAS,The Utility Worker II supports operations in the Streets, Traffic, Levee, and Sewer Divisions within the Public Works Department; and

WHEREAS, The workload requires flexibility in hiring practices to ensure adequate staffing and continued operations; and

WHEREAS, Senate File 2205 authorizes the City Council to implement a suspension of Civil Service Commission practices for a period not exceeding one year, and allows the council to adopt a new suspension immediately upon the expiration of a prior suspension;

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

The practices of the Civil Service Commission for hiring Utility Worker II positions are hereby suspended for a period of **one (1) year**, pursuant to Iowa Code 400.12A.

AND BE IT FURTHER RESOLVED

The City Council reserves the right to adopt a subsequent suspension of the Civil Service Commission practices upon the expiration of this suspension, in accordance with Senate File 2205.

AND BE IT FURTHER RESOLVED

That the suspension referenced above shall automatically cease in the event a list of candidates for employment reaches a total of ten (10)

ADOPTED
AND
APPROVED August 25, 2025

_____
MATTHEW J. WALSH, Mayor

ATTEST: _____
JODI QUAKENBUSH, City Clerk

Council Communication

Department: Parks and Recreation

Case/Project No.: R26-06

Subject/Title

Resolution 25-216
Resolution authorizing the Mayor and City Clerk to execute a contract in the amount of $247,900.00 for the Trolley Park Playground Improvements, Project #R26-06 with Dostals Construction Co. Inc.

Background/Discussion

The City Council approved $261,000.00 for improvements to the Trolley Park Playground in the FY 26 CIP. The existing rubber safety surface is deteriorating and needs to be replaced. The project scope also includes adding two stand-alone pieces of play equipment. Two bids were received for the project.

Dostals Construction Co. Inc. - $247,900
Recreation Construction Group, LLC - Rejected due to being non-responsive

Dostals Construction Co. Inc. is the apparent low bidder. Dostals Construction Co. Inc. has agreed to the contract amount being reduced down to $226,500.00 via change order based on the Parks Department completing items, such as demolition work, in-house. The adjusted construction cost of $226,500.00 is less than the remaining funding of $227,776.00 available for construction.

It is anticipated that the project will occur this fall and be completed by spring 2026.

Staff Recommendation

Approve resolution authorizing the Mayor and City Clerk to execute a contract in the amount of $247,900.00 for the Trolley Park Playground Improvements, Project #R26-06 with Dostals Construction Co. Inc.

Attachments

Letter of Recommendation - Trolley Park.pdf
25-216.doc

Prepared by: Zach Smith
Approved by: Zach Smith

5.C

August 12, 2025

Zach Smith
Council Bluffs Parks & Recreation Department
209 Pearl Street
Council Bluffs, Iowa 51503

Subject: CB Trolley Park Improvements
Council Bluffs, Iowa
Project #: HGM 150125 / CB #R2606
Bid Tabulation

Dear Zach,

We have checked and tabulated the bids received, August 5, 2025, regarding the above-mentioned project. Based upon 2 bids received, one bid was non-responsive (did not provide sufficient bid bond), and Dostals Construction Co Inc. had the only qualifying base bid in the amount of $247,900.

The lone bid came in slightly above the Opinion of Probable Cost that caused the project to go over the budget of $261,000 as follows:

Bid Price:	$247,900
Design Fees:	$19,100
Owner purchased equipment:	$14,124
Total:	$281,124
Difference:	$20,124 over budget

We have been in correspondence with Bodie Dostal, President of Dostals Construction Co Inc, and he has agreed to work with the City to get the costs closer to the budget. We have reviewed items from his Schedule of Values to potentially remove via Change Order, without having an adverse effect to the project. Please refer to Dostals' memo and itemized schedule of values, attached.

We hereby recommend acceptance of the alternate and award of the subject project to Dostals Construction Co Inc. of Gretna, Nebraska, for the total lump sum bid amount of $247,900 to be adjusted via Change Order down to $226,500 per Dostals' memo and highlighted deductions in the Schedule of Values, attached.

Also attached is the bid tabulation for the above-mentioned project.

Yours very truly,
HGM ASSOCIATES INC.

Todd Maiellaro,
Project Manager

Attachment: Bid Tab
Dostal's Memo dated 8/12/25 and Itemized Deductions to the Contract

S:\Blue_Team\Projects\150125 Trolley Park Improvements\Clerical\Bidding\Award Recom Ltr - Trolley Park.docx

TABULATION OF BIDS

Project: City of Council Bluffs, Iowa
Trolley Park Improvements
Bid Date: Tuesday, August 5, 2025
Bid Location: City's Online Bidding Services (IonWave)

HGM ASSOCIATES INC.
640 Fifth Avenue
Council Bluffs, Iowa 51501
HGM Project #: 150125
City of CB #: R 2606

	BIDDER:	Dostals Construction Gretna, NE	Recreation Construction Overland Park, KS
ITEM NO.	DESCRIPTION		
A	Bid Bond Included	X	
B	Addenda Acknowledged	N/A	
C	Lump Sum Bid	$247,900	Non-responsive

13680 South 220th St · Gretna, NE 68028
Office Phone: (402) 332-4537
Mobile Phone: Bodie (402) 670-8506
Email: bodiedostal@hotmail.com

To: City of Council Bluffs, IA
From: Bodie Dostal
Date: 8/12/2025
Re: Trolley Park Improvements - R2606

This letter is regarding the Trolley Park Improvements project R2606.

Dostals Construction Company Inc. agrees to complete the project R2606 for a total contract amount of $226,500.00.

Sincerely,

Bodie Dostal

President

13680 South 220th St., Gretna, NE 68028
Office Phone: (402) 332-4537
Mobile Phone: Bodie (402) 670-8506
Email: bodiedostal@hotmail.com

To: City of Council Bluffs, IA
From: Bodie Dostal
Date: 8/08/2025
Re: Trolley Park Improvements R2606

Schedule of Values

	Description	Amount
1	Mobilization	$ 12,250.00
2	Bonding	$ 5,000.00
3	Remove Tree - 4" & 6"	$ 500.00
4	Remove & Dispose of Rubber	$ 8,000.00
5	Remove PIP Concrete	$ 1,800.00
6	Remove Gravel	$ 4,200.00
7a	Construction Fence	$ 800.00
7b	Construction Fence - Contractor Share Cost	$ 800.00
8	Remove Fabric & Drainage	$ 1,700.00
9	Remove 8"x18" Ringwall	$ 2,900.00
10	Dirtwork	$ 4,500.00
11	T-Edge	$ 800.00
12	8"x18" Concrete Ringwall	$ 11,350.00
13	Concrete Walk	$ 5,600.00
14	PIP Concrete	$ 35,000.00
15	Poured in Place Surfacing	$ 121,000.00
16	Install 2 New Playground Pieces	$ 5,500.00
17	Price on Monument Sign	$ 6,700.00
18	Drainage	$ 12,000.00
19	Seeding & Restoration	$ 4,000.00
20	Surveying	$ 1,500.00
21	Testing	$ 2,000.00
	Total	**$ 247,900.00**

Potential Deductions - highlighted	$	21,400.00
Adjusted Contract Amount	**$**	**226,500.00**
Design Fees	$	19,100.00
Owner Purchased Equipment	$	14,124.00
Total Expenses	**$**	**259,724.00**
Project Budget	$	261,000.00
Remaining Budget	$	1,276.00

R E S O L U T I O N
NO 25-216

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT AND AWARD A CONTRACT IN THE AMOUNT OF $247,900.00 TO DOSTALS CONSTRUCTION CO. INC. FOR THE TROLLEY PARK PLAYGROUND IMPROVEMENTS, PROJECT #R26-06

WHEREAS, the City Council approved $261,000.00 for improvements to the Trolley Park Playground in the FY 26 CIP; and

WHEREAS, the upgrade will include the replacement of the existing rubber safety surface and installation of two stand-alone pieces of play equipment; and

WHEREAS, two bids were received for the project with one bid being rejected due to being non-responsive making Dostals Construction Co. Inc. the apparent low bidder with a base bid in the amount of $247,900.00; and

WHEREAS, Dostals Construction Co. Inc. has agreed to the contract amount being reduced down to $226,500.00 via change order based on the Parks Department completing items, such as demolition work, in-house; and

WHEREAS, the adjusted construction cost of $226,500.00 is less than the remaining funding of $227,776.00 available for construction; and

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

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

That the Mayor and City Clerk are hereby authorized, empowered and directed to execute a contract in the amount of $247,900.00 for the Trolley Park Playground Improvements, Project #R26-06, with Dostals Construction Co. Inc.

ADOPTED
AND
APPROVED August 25, 2025

_____
Matthew J. Walsh, Mayor

ATTEST: _____
Jodi Quakenbush, City Clerk

Council Communication

Department: Community Development

Case/Project No.: PR-25-005

Subject/Title

Resolution 25-217
Resolution to adopt a PR-1/Planned Residential Development Plan for a multifamily residential development (West End Roost) on property legally described as Block 12, Bryant and Clark's Subdivision, along with the vacated alley adjoining. Location: Undeveloped land lying south of 1st Avenue, between South 28th and South 29th Streets. PR-25-005

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff Report
Attachment A: Location/Zoning Map
Attachment B: Letter of Intent
Attachment C: Civil Plan Set
Attachment D: Conceptual Drawings/Floor Plans/Building Elevations
25-217.docx

Prepared by: Moises Monrroy, Planner
Approved by: Christopher Gibbons, Planning & Code Compliance Manager

5.D

City Council Communication

Department: Community Development CASE #PR-25-005 Applicant: Hoppe Development (Ben Kunz) 1620 South 84th Street Lincoln, NE 68506 Property Owner: City of Council Bluffs 209 Pearl Street Council Bluffs, IA 51503 Representative/Engineer: FoleyShald Engineering 3930 South 147th Street, Suite 200 Omaha, NE 68144	Resolution No. _____	City Council: 8/25/2025 Planning Commission: 8/12/2025

Subject/Title

Request: Public hearing on the request of Hoppe Development, represented by Ben Kunz, to adopt a new planned residential development plan for a multifamily residential development (West End Roost) on property legally described as Block 12, Bryant and Clark's Subdivision, along with the vacated alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa.

Location: Undeveloped land lying south of 1st Avenue, between South 28th and South 29th Streets

Background/Discussion

The Community Development Department has received an application from Hoppe Development, represented by Ben Kunz, to adopt a new planned residential development plan for a multifamily residential development (West End Roost) on property legally described as Block 12, Bryant and Clark's Subdivision, along with the vacated alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa.

The subject property is an undeveloped 2.54-acre tract of land located in the West Broadway Corridor Design Overlay (CDO) and is zoned R-4/High Density Multifamily Residential District. The City of Council Bluffs acquired the subject property in August 2013. After the demolition of the vacant industrial facility on the subject property in November 2014, the City released a Request for Proposals (RFP) in November 2015 to solicit interest from private developers to construct multifamily housing at this site. On February 22, 2016, City Council passed Resolution No. 16-40, which selected Brinshore Development, LLC as the preferred developer to construct a 49-unit, mixed-income senior housing project on the subject property to be known as West Broadway Village. On September 26, 2016, a PR/Planned Residential Overlay was appended onto the subject property via Resolution No. 16-250 (see Case #PR-16-003) to facilitate the construction of the proposed senior housing project. Resolution No. 16-250 also adopted the associated development plan for West Broadway Village. Brinshore Development, LLC participated in a competitive review process to obtain tax credits for the project but were not awarded any financial assistance from the Iowa Finance Authority and subsequently relinquished their interest in the subject property.

In October 2019, the City of Council Bluffs released another RFP for the subject property. On February 24, 2020, City Council passed Resolution No. 20-68 to select White Lotus Group as the preferred developer to construct West Broadway Village. The proposal from White Lotus Group consisted of an 84-unit apartment building and 12 to 16 townhomes. The adopted development plan for West Broadway Village was amended on July 27, 2020 via Resolution

No. 20-183 (see Case #PR-16-003(M)) and on April 23, 2023 via Resolution No. 23-117 (see Case #PR-16-003(M2)) to allow the construction of the White Lotus Group project, but the proposed apartment building and townhomes were never constructed.

In September 2024, the City of Council Bluffs released a third RFP for the subject property, and on November 19, 2024, City Council passed Resolution No. 24-327 to select Hoppe Development as the preferred developer. The new development proposal from Hoppe Development is an 89-unit, mixed-income housing project to be known as West End Roost. The proposed development will consist of eight apartment buildings and will provide a mix of affordable and market-rate units. The proposed apartment complex will function as an "urban village" and will feature the following elements:

A. Pedestrian-oriented site design, with buildings located in close proximity to all adjacent rights-of-way and an internal pedestrian walkway network that will connect the proposed apartment complex to the First Ave Trail and the new public sidewalks along 2nd Avenue, South 28th Street, and South 29th Street.

B. A modern, urban architectural style consistent with the standards in the West Broadway CDO. Building façades that directly face a public street will feature a higher degree of architectural design and will be constructed out of high quality, durable materials. The apartment buildings on the south side of the subject property will feature sloped/pitched roofs to integrate the proposed development with the existing single-family residential neighborhood on the south side of 2nd Avenue.

C. A variety of housing types. The main apartment building, which will be located on the northwest corner of the subject property, will contain 47 units. The other apartment buildings will be smaller in scale and will range between four and ten dwelling units. The proposed apartment building on the northeast corner of the subject property will contain several live/work units.

D. Proposed site amenities include a public plaza, a community room, an on-site leasing office, a playground, a dog park, and a temporary bike pump track north of the First Ave Trail. The proposed public plaza and playground will be adjacent to 1st Avenue and are intended to encourage pedestrian activity near the First Ave Trail.

The subject property currently consists of multiple platted lots of record. To ensure the entirety of the proposed apartment complex is located on the same lot, the developer will be required to consolidate Lots 1 through 16, along with the vacated alley adjoining, all in Block 12, Bryant and Clark's Subdivision, into one lot of record prior to the issuance of any building permit at this site.

Land Use and Zoning – The subject property is currently zoned R-4/High Density Multifamily Residential District. The following zoning and land uses surround the subject property:

Direction	**Zoning District(s)**	**Land Uses**
North	C-2/Commercial District	A dollar store (Family Dollar) and an auto parts store (Auto Zone)
South	R-3/Low Density Multifamily Residential District and C-1/Commercial District	Single-family homes and an optometrist office (Vision Care Clinic)
East	C-2/Commercial District	A welding shop (M & R Welding) and vacant land
West	C-2/Commercial District	An event center (The Grass Wagon)

The Future Land Use Plan of the Bluffs Tomorrow: 2030 Plan (Comprehensive Plan) designates the subject property

as 'Multi-family/Mixed-use.'

City Departments and Utilities – All appropriate City departments and utilities were notified of the planned industrial development plan request. The following comments were received:

A. The Council Bluffs Public Works Department stated that they will continue to work with the engineer of record to finalize the design plans for building permit review.

B. The Council Bluffs Fire Department stated that they have no comments on the request.

C. The Council Bluffs Police Department stated that they have no comment or objections to the request.

D. Council Bluffs Water Works stated that they have no comments on the request.

E. MidAmerican Energy stated Justin Tyler, Electric Engineer, is leading the electric distribution engineering and design for this project and that the developer or their agents should contact him directly to discuss development plans, project timelines, costs, and responsibilities associated with the extension of electric service. They also stated that MidAmerican Energy operates high voltage overhead electric distribution and transmission lines along public right-of-way adjacent to this development and thus the structural design and setbacks for this project must be sufficient to maintain minimum operating clearances required by the National Electric Safety Code as well as minimum OSHA working clearances.

Development Plan

Section 15.28.010, Statement of Intent, PR/Planned Residential Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance) states that *"the Planned Residential Overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where modifications of requirements of the underlying zone would not be inconsistent with the comprehensive plan or harmful to the surrounding neighborhoods."* On September 26, 2016, a PR/Planned Residential Overlay was appended onto the subject property via Resolution No. 16-250. Resolution No. 16-250 also adopted the associated development plan for West Broadway Village. The adopted development plan was amended on July 27, 2020 via Resolution No. 20-183 and on April 23, 2023 via Resolution No. 23-117 to facilitate the proposed development of West Broadway Village, but the project was never constructed. Since the proposed development by Hoppe Development is a significant departure from previous proposals, the planned residential development plan adopted for West Broadway Village via Resolution No. 16-250, and amended via Resolution No. 20-183 and Resolution No. 23-117, shall be repealed and superseded by the planned residential development plan for West End Roost.

A. Site Development

1. The maximum number of dwelling units allowed on the subject property shall be determined using the minimum lot size requirements in Section 15.11.050, Site Development Regulations, R-4/High Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).

   a. The subject property contains 2.54 acres (110,809 square feet) in land area and is zoned R-4/High Density Multifamily Residential District. Based on the minimum lot size requirements in Section 15.11.050, Site Development Regulations, R-4/High Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance), no more than 140 dwelling units are allowed on the subject property. The proposed development will contain 89 apartment units.

2. A minimum of one principal structure shall be built within the required build-to-zone, defined by a maximum setback of 20 feet and a minimum setback of 5 feet, in accordance with Section 15.32A.070, Build-To-Zone

For West Broadway and Major Streets, West Broadway Corridor Design Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance).

a. The subject property has direct frontage on 1st Avenue, 2nd Avenue, South 28th Street, and South 29th Street. For properties with multiple frontages, the build-to-zone applies to the highest category street. As per Section 15.32.030, Definitions, West Broadway Corridor Design Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance), 1st Avenue and South 28th Street are considered major streets, and 2nd Avenue and South 29th Street are considered minor streets. For the purposes of establishing the required build-to-zone, 1st Avenue shall be considered the highest category street.

b. The submitted site plan (see Sheet C-101, Attachment 'C') shows three apartment buildings will be constructed on the north side of the subject property. The 47-unit apartment building on the northwest corner of the subject property and the 10-unit live/work apartment building on the northeast corner will have a 10-foot setback to the northerly property line, and thus will be constructed within the required build-to-zone.

3. All principal structures that occupy the required build-to-zone shall have a minimum cumulative build-to-width of 50%, in accordance with per Section 15.32A.070(C)(4) of the Council Bluffs Municipal Code (Zoning Ordinance).

a. The width of the subject property along 1st Avenue is 400 feet, which equates to a minimum of 200 linear feet of building that must be located within the required build-to-zone. The submitted site plan (see Sheet C-101, Attachment 'C') shows the 47-unit apartment building on the northwest corner of the subject property and the 10-unit live/work apartment building on the northeast corner will have a cumulative building width of 226 feet within the required build-to-zone and thus will meet the minimum build-to-width requirements in the West Broadway CDO.

4. All structures shall have a minimum perimeter setback of 5 feet.

a. The submitted site plan (see Sheet C-101, Attachment 'C') shows the 10-unit live/work apartment building on the northeast corner of the subject property will have a setback of 5.31 feet to the easterly property line. All other buildings will have 10-foot setback to the nearest property line, except the apartment building that contains the proposed community room and leasing office, which will be located more than 60 feet from the nearest property line.

5. The maximum height for all structures shall comply with Section 15.11.050, Site Development Regulations, R-4/High Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).

a. The maximum height for principal structures in the R-4 District is 100 feet. As per the submitted architectural renderings (see Attachment 'D'), the tallest apartment building in the proposed development will measure 41 feet and 8 inches in height.

6. The maximum lot coverage for all structures shall be 60% of the total lot area, in accordance with Section 15.11.050, Site Development Regulations, R-4/High Density Multifamily Residential District, of the Council Bluffs Municipal Code (Zoning Ordinance).

a. As per the submitted site plan (see Sheet C-101, Attachment 'C'), the combined ground floor area of the proposed apartment buildings will be 38,623 square feet, which is approximately 35% of the total lot area.

7. Any solar energy conversion systems proposed to be installed at this site shall be subject to Section 15.34.030, Solar Energy Conversion Systems, of the Council Bluffs Municipal Code (Zoning Ordinance).

8. The developer is proposing to install a bike pump track on 1st Avenue right-of-way, north of the First Ave Trail. Since the proposed bike track is not an integral component of the apartment complex and it is not needed to comply with any of the site development standards in the West Broadway CDO, its installation shall not be required as part of the adoption of the planned residential development plan for West End Roost. If the developer proceeds with the installation of the proposed bike track, they shall be required to enter into agreement with the City of Council Bluffs to allow the bike track on 1st Avenue right-of-way on a temporary basis only, subject to the following conditions:

    a. The agreement shall be established prior to the installation of the proposed bike track;

    b. The temporary bike track shall be removed at the discretion of the City of Council Bluffs; and

    c. All costs to install and remove the temporary bike track shall be the responsibility of the developer and not the City.

9. Any above-ground stormwater management provided at this site shall be incorporated into the overall site design (e.g., landscaping, site amenities) through gradual swales no more than 18 inches in depth.

10. Outdoor storage of materials, products, equipment, or packaging shall not be permitted. This includes the semi-permanent and/or permanent placement of inter-modal storage/shipping containers.

11. All utilities shall be installed underground. Any cost to remove, relocate, modify, and/or extend utilities to this site shall be at the sole cost of the developer and not the City.

12. All grading and drainage activity for this development shall be completed in accordance with Public Works standards.

B. Off-Street Parking

1. The minimum number of off-street parking spaces shall be calculated using the parking requirements in Section 15.23.060, Parking Spaces Required, of the Council Bluffs Municipal Code (Zoning Ordinance). In cases where several uses occupy a structure or parcel of land, the total requirement for off-street parking shall be the sum of the requirement of the different uses.

    a. The minimum number of off-street parking spaces required for 'dwelling, multifamily' is based on the number of dwelling units and the number of bedrooms in each unit. Based on the number and type of units in the apartment complex, 111 parking spaces would be required for the proposed development. The submitted site plan (see Sheet C-101, Attachment 'C') shows only 90 spaces will be provided.

    The subject property is located directly south of 1st Avenue. 1st Avenue is intended to serve as a multi-modal transportation corridor capable of accommodating pedestrian/bicycle traffic and mass transit. Additionally, the property is located within a reasonable walking distance to nearby employment areas and commercial/retail uses along West Broadway and downtown Council Bluffs. The Community Development Department finds that determining the amount of required parking using a calculation of one parking space per unit is acceptable and consistent with the vision for the West Broadway Corridor and 1st Avenue. Based on this new calculation, 89 parking spaces will be required for the proposed development; therefore, a sufficient amount of off-street parking will be provided at this site.

2. All off-street parking areas, driveways, and drive aisles shall be constructed of hard surface pavement and shall be designed to comply with the standards in Chapter 15.23, Off-Street Parking, Loading and Unloading, of the Council Bluffs Municipal Code (Zoning Ordinance), and Iowa's Statewide Urban Design and Specifications (SUDAS) manuals for public improvements.

3. All off-street parking lots shall comply with Chapter 661–18, Parking for Persons with Disabilities, of the Iowa Administrative Code.

4. Bicycle parking shall be incorporated into the overall layout of the site.

   a. Designated bicycle parking areas shall be located within 100 feet of, and clearly visible from, the main entrance of each building. If two buildings are located within close proximity of each other, the bicycle parking area for each building may be placed on the same location. Shared bicycle parking areas shall be located at an equal distance from the main entrance of each building.

   b. Bicycle racks shall be secured to the pavement in a location that does not conflict with pedestrian or vehicular circulation routes.

   c. Bicycle parking shall be provided at a rate of four bicycle parking spaces per building.

      i. The proposed development consists of eight apartment buildings, which equates to a minimum of 32 required bicycle parking spaces.

5. The applicant shall submit a parking lot permit at the time of building permit review for the apartment buildings. The parking plan shall include the number, location, and dimension of all drive aisles, parking spaces, pedestrian ways, islands, landscaped areas, and lighting.

C. Architecture

1. A minimum of 60% of the total surface area of each building façade that directly faces a major street shall be constructed out of durable materials, in accordance with Section 15.32A.080(A)(3)(a) of the Council Bluffs Municipal Code (Zoning Ordinance). For building façades that directly face a minor street, a minimum of 40% of the total surface area shall be constructed out of durable materials, in accordance with Section 15.32A.080(A)(3)(b) of the Council Bluffs Municipal Code (Zoning Ordinance). Glass utilized for transparency requirements shall also count towards the durable material requirement.

   a. As per the submitted architectural renderings (see Attachment 'D'), the proposed apartment buildings will be constructed out of brick, fiber cement lap siding, and fiber cement panels. Additionally, cedar panels will be used to enclose staircases on the apartment buildings. Brick will be used as the primary material on building façades that directly face a public street, while elevations internal to the site will feature a higher percentage of fiber cement lap siding and fiber cement panels. The Community Development Department finds the proposed arrangement of building materials is generally acceptable.

      The submitted plans did not include the exact percentage of high quality, durable materials and complimentary materials. This information shall be provided on the architectural plans that are submitted to the City for building permit review. All building façades shall comply with the material type and quantities stated above.

   b. Minor modifications to durable material requirements may be administratively approved by the Community Development Director if proposed alterations are consistent with the spirit and intent of the architectural standards in the West Broadway CDO.

2. As per Section 15.32A.080(C)(1)(a) of the Council Bluffs Municipal Code (Zoning Ordinance), a minimum of 40% of each building façade visible from West Broadway shall be covered with transparent windows and doors. For building façades visible from a minor street, the minimum required transparency shall be 30%.

   a. As per the submitted architectural renderings (see Attachment 'D'), the proposed apartment buildings will feature glass windows on all façades. The submitted plans did not include the exact percentage of transparent windows and doors. This information shall be provided on the architectural plans that are

submitted to the City for building permit review. All building façades shall comply with the transparency requirements stated above.

b. Minor modifications to transparency requirements may be administratively approved by the Community Development Director.

3. All building façades visible from a public street shall be designed in accordance with Section 15.32A.080(B) of the Council Bluffs Municipal Code (Zoning Ordinance).

a. As per the submitted architectural renderings (see Attachment 'D'), the proposed apartment buildings will be designed with architectural details including color changes, material changes, minor wall offsets, and height variations to articulate all elevations.

b. As per Section 15.32A.080(B)(4) of the Council Bluffs Municipal Code (Zoning Ordinance), roofs must be designed to be generally flat in the West Broadway CDO. The proposed apartment buildings on the north side of the subject property will be designed in accordance with Section 15.32A.080(B)(4) of the Council Bluffs Municipal Code (Zoning Ordinance).

The proposed apartment buildings on the south side of the subject property will feature sloped/pitched roofs, which are not typically allowed in the West Broadway CDO. However, the proposed sloped/pitched roofs feature a unique, modern design that differs significantly from traditional pitched roofs. The sloped/pitched roofs are intended to integrate the proposed apartment complex with the existing single-family residential neighborhood on the south side of 2nd Avenue. The Community Development Department finds the proposed design alteration is acceptable.

D. Landscaping and Streetscapes

1. A minimum 5-foot wide landscape frontage strip shall be installed on all frontages, in accordance with Section 15.32A.090(A)(1) of the Council Bluffs Municipal Code (Zoning Ordinance).

a. The submitted landscaping plan (see Sheet C-301, Attachment 'C') shows a landscape frontage strip will be installed along 1st Avenue, 2nd Avenue, South 28th Street, and South 29th Street. The required landscape frontage strip will measure 10 feet in width, except for the portion abutting the east elevation of the 10-unit live/work apartment building on the northeast corner of the subject property, which will measure 5.31 feet in width.

2. A minimum of one deciduous shade tree and 10 shrubs shall be planted every 20 linear feet of the required landscape frontage strip, exclusive of any frontage adjacent to the building on the subject property, in accordance with Section 15.32A.090(A)(3) of the Council Bluffs Municipal Code (Zoning Ordinance).

a. The length of the landscape frontage strip along 1st Avenue (minus the width of the proposed buildings) is 124 feet, which equates to a minimum of six trees and 62 shrubs. The submitted landscaping plan (see Sheet C-301, Attachment 'C') shows 12 trees and 110 shrubs will be planted along 1st Avenue.

b. The length of the landscape frontage strip along 2nd Avenue (minus the width of the proposed buildings) is 92.3 feet, which equates to a minimum of five trees and 46 shrubs. The submitted landscaping plan (see Sheet C-301, Attachment 'C') shows 15 trees and 155 shrubs will be planted along 2nd Avenue.

c. The length of the landscape frontage strip along South 28th Street (minus the width of the proposed buildings) is 93 feet, which equates to a minimum of five trees and 47 shrubs. The submitted landscaping plan (see Sheet C-301, Attachment 'C') shows seven trees and 70 shrubs will be planted along South 28th Street.

d. The length of the landscape frontage strip along South 29th Street (minus the width of the proposed buildings) is 96 feet, which equates to a minimum of five trees and 48 shrubs. The submitted landscaping plan (see Sheet C-301, Attachment 'C') shows 12 trees and 115 shrubs will be planted along South 29th Street.

3. Foundation plantings shall be placed along the perimeter of all building façades that directly face an adjacent street right-of-way at a rate of one planting per lineal foot of façade, not inclusive of entrances, in accordance with Section 15.32A.090(A)(2).

   a. The City of Council Bluffs and the developer shall determine the quantity, placement, and species of foundation plantings prior to installation. Since the proposed apartment buildings are located in close proximity to the property boundary, shrubs planted on the required landscape frontage strip may be counted as foundation plantings.

4. A minimum of one large deciduous shade tree shall be planted per every 3,000 square feet of paved parking area not covered by buildings or canopies, in accordance with Section 15.32A.090(B)(1)(a) of the Council Bluffs Municipal Code (Zoning Ordinance). Trees planted in perimeter planting areas as opposed to landscape islands or endcap islands/peninsulas shall be counted as ½ tree for the purpose of this requirement.

   a. The proposed parking lots will contain approximately 28,300 square feet of pavement, which equates to a minimum of nine parking lot tree plantings. As per the submitted landscaping plan (see Sheet C-301, Attachment 'C'), nine trees will be planted on perimeter planting areas and two trees will be planted on endcap islands/peninsulas. Based on the quantity and placement of trees planted on the proposed parking lots, only 6.5 parking lot tree plantings will count toward this requirement.

      Since there is an excess of tree plantings on the required landscape frontage strip on 2nd Avenue, South 28th Street, and South 29th Street, trees planted near the driveway entrances to the apartment complex may be used to compensate the deficit in parking lot tree plantings.

      The eight trees that will be planted near the driveway entrances to the apartment complex, the nine trees that will be planted on perimeter planting areas, and the two trees that will be planted on endcap islands/peninsulas will increase the total number of parking lot tree plantings to 10.5; therefore, a sufficient amount of parking lot tree plantings will be provided at this site.

5. Street tree plantings shall only be required along major streets, in accordance with Section 15.32A.090(D)(2) of the Council Bluffs Municipal Code (Zoning Ordinance).

   a. The submitted plans did not include any information on street tree plantings. Since South 28th Street is considered a major street, the developer shall incorporate street trees into the overall site layout. The City of Council Bluffs and the developer shall determine the quantity, placement, and species of street tree plantings prior to installation.

   b. All street trees shall be planted in such a manner as to not obstruct any existing overhead electrical facilities.

6. All tree species planted on the subject property shall be fruitless (male).

7. All plant materials shall be maintained at all times. All deceased plantings shall be replaced with plant material(s) of the same or like species of equal size within six months of the plant's demise.

8. Any on-street parking provided on South 28th Street and South 29th Street shall be installed in accordance with Public Works standards.

a. Three on-street parking spaces will be provided on South 28th Street and six spaces will be provided on South 29th Street. All on-street parking stalls shall be open to the public and shall not count toward the amount of required off-street parking for the proposed apartment buildings.

E. Pedestrian and Vehicular Access

1. Curb cuts shall be designed and constructed in accordance with Section 15.32A.100(A) of the Council Bluffs Municipal Code (Zoning Ordinance).

   a. Vehicular access will be provided through new curb cuts off 2nd Avenue, South 28th Street, and South 29th Street.

      i. As per Section 15.32A.100(A)(2) of the Council Bluffs Municipal Code (Zoning Ordinance), a maximum of one curb cut is allowed per frontage on properties with multiple street frontages. The developer is proposing two separate curb cuts on 2nd Avenue. The Community Development Department finds the proposed curb cuts on 2nd Avenue are acceptable for the following reasons:

         - The submitted site plan (see Sheet C-101, Attachment 'C') shows off-street parking will be provided on two parking lots that will not be interconnected. The proposed curb cuts are needed to access each parking lot;

         - The proposed curb cuts will be the only vehicular access points off 2nd Avenue between South 28th Street and South 29th Street; and

         - The proposed curb cuts are consistent with the bulk and scale of the proposed apartment complex.

   b. No vehicular access points shall be allowed off 1st Avenue.

2. A 5-foot wide, hard-surface accessible route shall be provided on all adjacent rights-of-way to a public entrance, in accordance with Section 15.32A.100(B) of the Council Bluffs Municipal Code (Zoning Ordinance).

   a. The submitted site plan (see Sheet C-101, Attachment 'C') shows an internal pedestrian walkway network that will connect the proposed apartment complex and associated site amenities (i.e., public plaza, playground, and dog park) to the First Ave Trail and the new public sidewalks along 2nd Avenue, South 28th Street, and South 29th Street. All accessible routes that directly connect the main entrance of an apartment building to an adjacent right-of-way shall measure at least 5 feet in width. All other proposed walkways may be less than 5 feet wide.

F. Outdoor Lighting.

1. All outdoor lighting shall be installed in accordance with Section 15.32A.110, Outdoor Lighting, West Broadway Corridor Design Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance).

   a. The submitted plans did not include any information on outdoor lighting. A detailed lighting plan shall be provided to the City at the time of building permit review.

G. Screening and Buffering

1. All roof-mounted mechanical equipment shall be integrated into the design of the building so that the equipment is screened from public view in the adjacent street rights-of-way, in accordance with Section 15.32A.120(B) of the Council Bluffs Municipal Code (Zoning Ordinance).

a. The submitted architectural renderings (see Attachment 'D') show that roof-mounted mechanical units on the proposed apartment buildings on the north side of the subject property will be screened from public view with a parapet wall.

2. All wall-mounted mechanical equipment shall be screened in accordance with Sections 15.32A.120(C) and 15.32A.120(D) of the Council Bluffs Municipal Code (Zoning Ordinance).

   a. The submitted conceptual site plan drawing (see Attachment 'D') shows that wall-mounted equipment (meter panels) on the proposed apartment buildings will be located on building façades that do not face a public right-of-way directly. If the proposed meter panels are not adequately screened from public view through this method, additional screening shall be provided.

3. All ground-mounted mechanical equipment that is visible from an adjacent public street right-of-way shall be completely screened from view using architectural design features, fencing, masonry wall, landscaping, or a combination thereof, in accordance with Section 15.32A.120(E) of the Council Bluffs Municipal Code (Zoning Ordinance).

   a. The submitted conceptual site plan drawing (see Attachment 'D') shows that ground-mounted equipment (condenser units) that will service the proposed apartment buildings on the south side of the subject property (except the proposed 6-plex) will be screened from public view with a fence and/or wall. The submitted plans did not include any information on the type, material, or height of the proposed screen. Any fences or walls installed to screen ground-mounted equipment at this site shall comply with the standards stated above.

   b. The submitted conceptual site plan drawing (see Attachment 'D') shows that ground-mounted equipment (condenser units) that will service the proposed 6-plex will be screened from public view as the apartment building is located internally on the subject property. If the proposed condenser units are not adequately screened from public view through this method, additional screening shall be installed in accordance with the standards stated above.

   c. The submitted conceptual site plan drawing (see Attachment 'D') shows that multiple transformer boxes will be installed throughout the subject property. The proposed transformer boxes are considered ground-mounted equipment and shall be screened from public view in accordance with the standards stated above.

4. All trash enclosures shall be designed in accordance with Section 15.32A.120(G) of the Council Bluffs Municipal Code (Zoning Ordinance).

   a. The submitted conceptual site plan drawing (see Attachment 'D') shows two dumpsters will be placed on the subject property. Each dumpster shall be screened from public view using walls or fences that are a minimum of 6 feet in height and shall include a lockable gate that when closed completely eliminates the view of the trash area and its contents.

H. Fences and Walls

1. All fences and walls shall be installed in accordance with Section 15.32A.130, Fences and Walls, West Broadway Corridor Design Overlay, of the Council Bluffs Municipal Code (Zoning Ordinance).

   a. No fences or walls are proposed to be installed at this site as part of this project.

I. Signage

1. All detached, attached, and on-site directional signage shall be installed in accordance with Section 15.32A.140, Signs, West Broadway Corridor Design Overlay, and Section 15.33.160(C), PR/Planned

Residential District Sign Regulations, of the Council Bluffs Municipal Code (Zoning Ordinance) and shall be permitted separately prior to installation.

a. As per Section 15.33.160(C)(2) of the Council Bluffs Municipal Code (Zoning Ordinance), attached signage in an PR Overlay shall not exceed 1 ½ square feet per lineal foot of the building to which it is attached. The submitted architectural renderings (see Attachment 'D') show that several wall signs will be installed on the proposed apartment buildings. The submitted plans did not include any information on the size/dimensions of the proposed wall signs. The amount of attached signage allowed at this site shall be subject to the standards in Section 15.33.160(C)(2) of the Council Bluffs Municipal Code (Zoning Ordinance) and Item I(1)(d) below.

b. As per Section 15.33.100(D) of the Council Bluffs Municipal Code (Zoning Ordinance), "ground and monument signs may be used on a premises if the front wall of the building or structure which the sign serves is set back at least 15 feet from the right-of-way line of the street, private way, or court to which the sign is oriented." Since the proposed apartment buildings have a 10-foot setback (or less) to the nearest property line, the subject property would not be eligible for installation of a ground or monument sign. The developer is proposing to install two monument signs on the subject property. The Community Development Department finds the proposed monument signs are acceptable for the following reasons:

   i. The monument signs are intended to serve as community identification signs for the West End Roost apartment complex and will be designed to replicate the architectural design of the apartment buildings;

   ii. The monument sign facing 1st Avenue will be integrated into the overall site design as an amenity (i.e., bench seating) for the proposed public plaza;

   iii. The monument sign facing South 28th Street will be integrated into the overall site design as a low screening wall; and

   iv. Neither monument sign will obstruct the vision of motorists;

   The proposed monument signs shall be allowed on the subject property through the adoption of the West End Roost development plan.

c. As per Section 15.33.160(C)(3) of the Council Bluffs Municipal Code (Zoning Ordinance), detached signs in an PR Overlay shall not exceed 50 square feet in area and 10 feet in height. The height of detached signs shall be measured from finished grade to the highest point of the sign structure. Since the wall structures on which each sign will be mounted have additional functionality in the overall site design, as noted above, said wall structures shall be excluded from the calculation of total sign area.

   i. The monument sign facing 1st Avenue will contain 19 square feet in area and will measure 2 feet and 10 inches in height.

   ii. The monument sign facing South 28th Street will contain 18.6 square feet in area and will measure 4 feet and 3 inches in height.

d. As per Section 15.33.160(C)(1) of the Council Bluffs Municipal Code (Zoning Ordinance), the total permitted maximum sign area in a PR Overlay shall not exceed 40% of the longest street frontage of the property, which equates to a maximum of 160 square feet of signage allowed at this site. The cumulative area of the proposed monument signs is 37.6 square feet. If the developer installs both monument signs as proposed, no more than 122.3 square feet of attached and on-site directional signage may be installed on the subject property.

2. No sign listed in Section 15.33.070, Prohibited Signs, of the Council Bluffs Municipal Code (Zoning Ordinance) shall be permitted.

Recommendation

The Community Development Department recommends approval of the request to adopt a new planned residential development plan for a multifamily residential development (West End Roost) on property legally described as Block 12, Bryant and Clark's Subdivision, along with the vacated alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments stated above and the following conditions:

A. The planned residential development plan for West Broadway Village adopted via Resolution No. 16-250, and amended via Resolution No. 20-183 and Resolution No. 23-117, shall be repealed;

B. The developer shall consolidate Lots 1 through 16, along with the vacated alley adjoining, all in Block 12, Bryant and Clark's Subdivision, into one lot of record prior to the issuance of any building permit at this site; and

C. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.

Public Hearing

Staff speakers for the request:

1. Moises Monrroy, Planner, City of Council Bluffs, 209 Pearl Street, Council Bluffs IA, 51503

Speakers in favor:

1. Jake Hoppe, 840 Fairacres Road, Omaha, NE 68132
2. Geoff DeOld, 1717 Vinton Street, Omaha, NE 68108

Speakers against: None.

The City Planning Commission recommended approval of the request of Hoppe Development to adopt a new planned residential development plan for a multifamily residential development (West End Roost) on property legally described as Block 12, Bryant and Clark's Subdivision, along with the vacated alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, subject to the comments stated above and the following conditions:

A. The planned residential development plan for West Broadway Village adopted via Resolution No. 16-250, and amended via Resolution No. 20-183 and Resolution No. 23-117, shall be repealed;

B. The developer shall consolidate Lots 1 through 16, along with the vacated alley adjoining, all in Block 12, Bryant and Clark's Subdivision, into one lot of record prior to the issuance of any building permit at this site; and

C. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.

VOTE: AYE – Behrens, Dew, Epley, Hutcheson, Knauss, Rater, Rew, Stroebele, and Watson. NAY – None. ABSTAIN – None. ABSENT – VanHouten. VACANT - One Motion: Carried.

Attachments

Attachment A: Location/Zoning Map
Attachment B: Letter of Intent
Attachment C: Civil Plan Set
Attachment D: Conceptual Drawings/Floor Plans/Building Elevations

Prepared by: Moises Monrroy, Planner, Community Development Department

Attachment 'A'

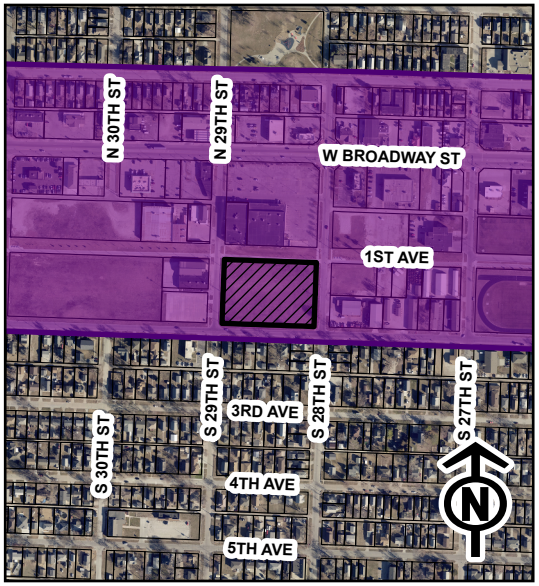
CITY OF COUNCIL BLUFFS - CITY PLANNING COMMISSION
CASE #PR-25-005 LOCATION/ZONING MAP

Legend

- Subject Property
- W Broadway CDO

0 55 110

1 inch = 83 feet

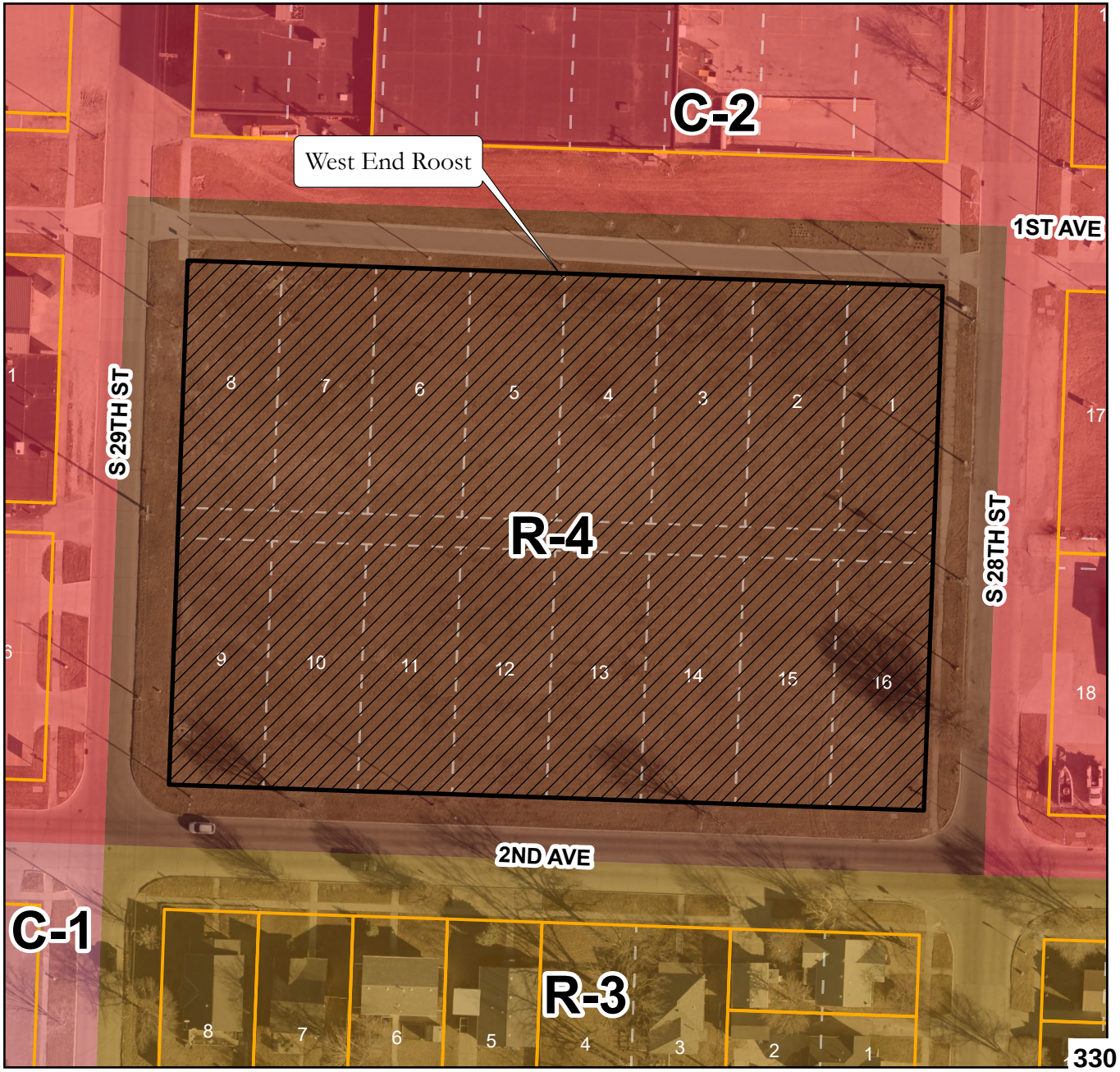


Last Amended: 7/23/25

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

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 denies any and all responsibilities for errors, if any, in the information contained on this map of the misuse of the same by the user or anyone else. The user should verify the accuracy of information/data contained on this map before using it. The City assumes no legal responsibility for the information contained on this map.



HOPPE

DEVELOPMENT

July 14, 2025

Chris Gibbons, Planning Manager
Council Bluffs Planning Department
209 Pearl Street
Council Bluffs, IA 51503

RE: Letter of Intent – West End Roost Redevelopment

Dear Council Bluffs Planning Department,

Hoppe Development is pleased to submit this Letter of Intent for West End Roost, a proposed 89-unit mixed-income housing development at South 28th Street and 2nd Avenue. This project aligns with Council Bluffs' housing goals by delivering a mix of affordable and market-rate units.

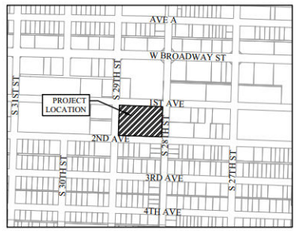
Designed to activate the First Avenue Trail and integrate seamlessly into the surrounding neighborhood, West End Roost features pedestrian-oriented site planning, "missing-middle" housing types, and trail-fronting live/work units that support small-scale commercial activity. Planned amenities include a public plaza, temporary pump track, and community gathering spaces.

We anticipate construction beginning in Q2 2026, with initial lease-up in Q3 2027. We look forward to collaborating with the City to move this impactful project forward.

Sincerely,

Ben Kunz
Development Project Manager
Hoppe Development
ben@hoppedevelopment.com | 402-429-3946

Attachment 'C'



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

BRYANT & CLARK ADD LTS 1 THRU 16 BLK 12 & ALL VAC ALLEY ADJ, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA

LEGAL DESCRIPTION

SITE INFORMATION:
ZONING: R-4

OWNER/APPLICANT

HOPPE DEVELOPMENT
1620 S 84TH STREET
LINCOLN, NE 68506
402-429-3946

ENGINEER

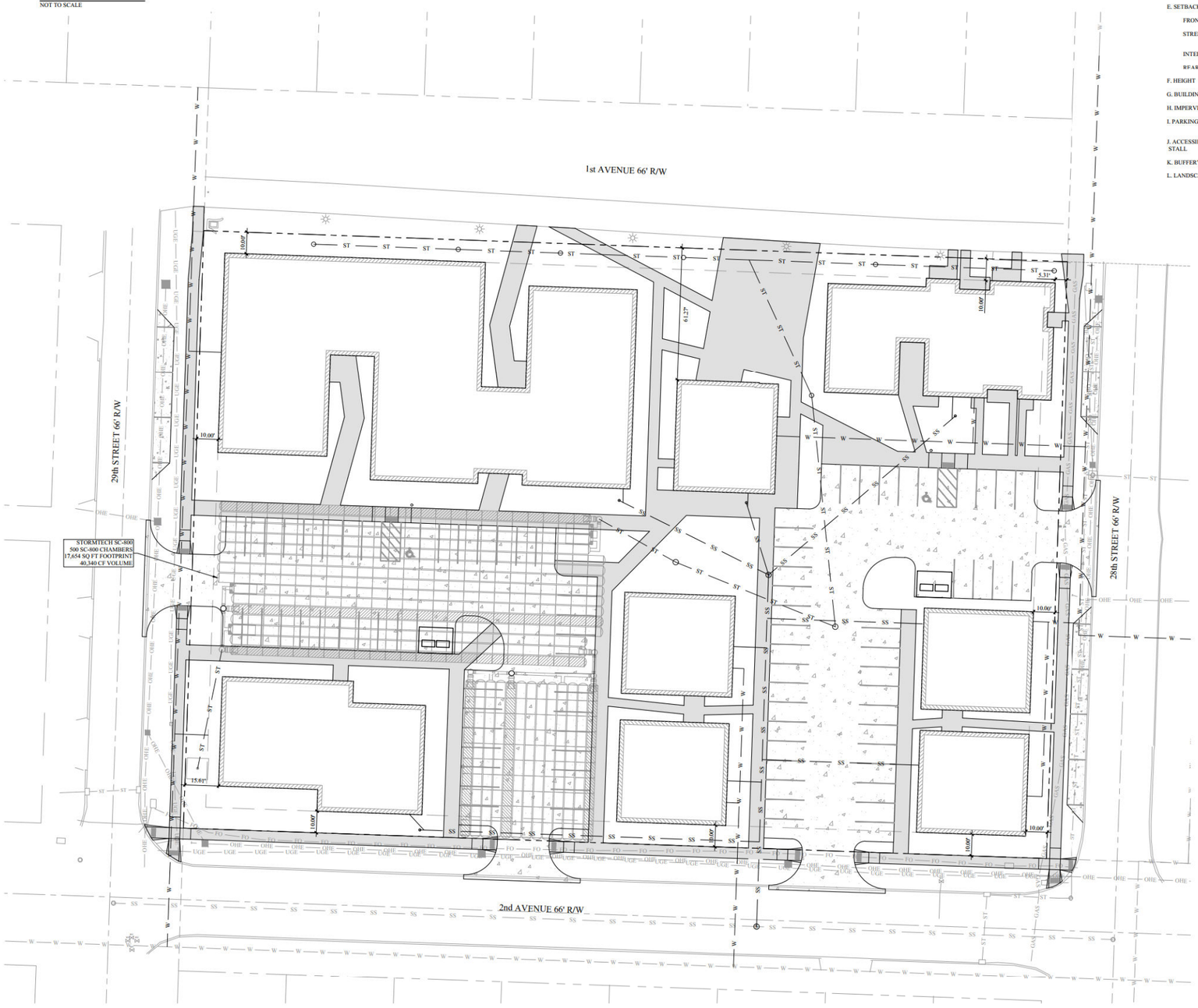
FOLEYSHALD ENGINEERING
3930 S 147TH STREET, SUITE 200
OMAHA, NE 68144
402-804-3993

SURVEYOR

ALPHA LAND SURVEYING
10619 BURT CIRCLE
OMAHA, NE 68114
402-380-7216

SITE REGULATORS

	ALLOWED	PROPOSED	COMMENTS
A. SITE AREA	7,500 SF	2.54 AC (110,809 SQ FT)	
B. MINIMUM WIDTH	N/A	-	
C. GROSS FLOOR AREA (TOTAL FINISHED)	N/A	38,623 SF	
D. FAR (C/A)	N/A	0.31	
E. SETBACK			
FRONT YARD	MAX 20 FT	10 FT	
STREET SIDE YARD	MAX 20 FT	10 FT (NORTH, SOUTH, AND WEST SIDE) 5.31 FT (EAST SIDE)	
INTERIOR SIDE YARD	MAX 20 FT	10 FT	
REAR YARD	MAX 20 FT	10 FT	
F. HEIGHT	100 FT	45 FT	
G. BUILDING COVER (%)	60%	35%	
H. IMPERVIOUS COVER (%)	MAX 90% SITE PAVED	83%	INCLUDES BUILDING
I. PARKING REQUIREMENTS	89 STALLS 1 STALL PER UNIT	90 STALLS	INCLUDES ADA STALLS
J. ACCESSIBLE PARKING STALL	N/A	2 STALLS	
K. BUFFERYARDS	N/A	N/A	
L. LANDSCAPING	750 SQ FT MIN. 10% SITE LANDSCAPING	18,838 SQ FT 17%	



ZONING COMPLIANCE PLAN

SCALE = 1" = 20'-0"

LEGEND

- EXISTING PROPERTY LINE
- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY
- EXISTING STORM SEWER
- EXISTING OVERHEAD ELECTRIC
- EXISTING GAS LINE
- EXISTING FIBER OPTIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING CURB AND GUTTER
- PROPOSED PROPERTY LINE
- PROPOSED PAVEMENT
- PROPOSED SETBACK
- PROPOSED BUILDING
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED WATER
- PROPOSED AREA INLET
- PROPOSED SANITARY MANHOLE
- CURB INLET
- WATER VALVE
- POWER POLE
- MANHOLE
- SIGN
- 7" PCC DRIVE/PARKING LOT
- 5" PCC SIDEWALK

IOWA 811 ONE CALL SM

N W E S

scale 20 10 0 20 40 feet

daa
deold andersen architecture, llc
1717 VINTON STREET OMAHA, NE 68108
T: (402) 345 7694 WWW.D-AARCH.COM

West End Roost

Council Bluffs, IA

Hoppe Development

1620 S 84th St
Lincoln, NE 68506

FoleyShald ENGINEERING
3930 S. 147TH STREET, SUITE 200 | OMAHA, NE 68144

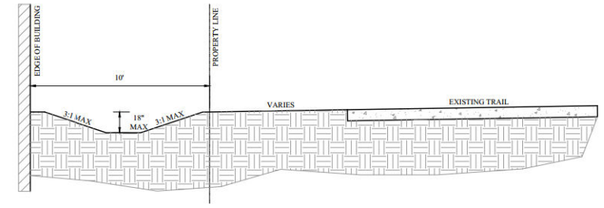
Development Plan

REV.	DATE	DESCRIPTION

Reviewed By AR	Drawn By SB
Date 07.15.25	
Project ID 25020.00	FSE Project ID 117.001

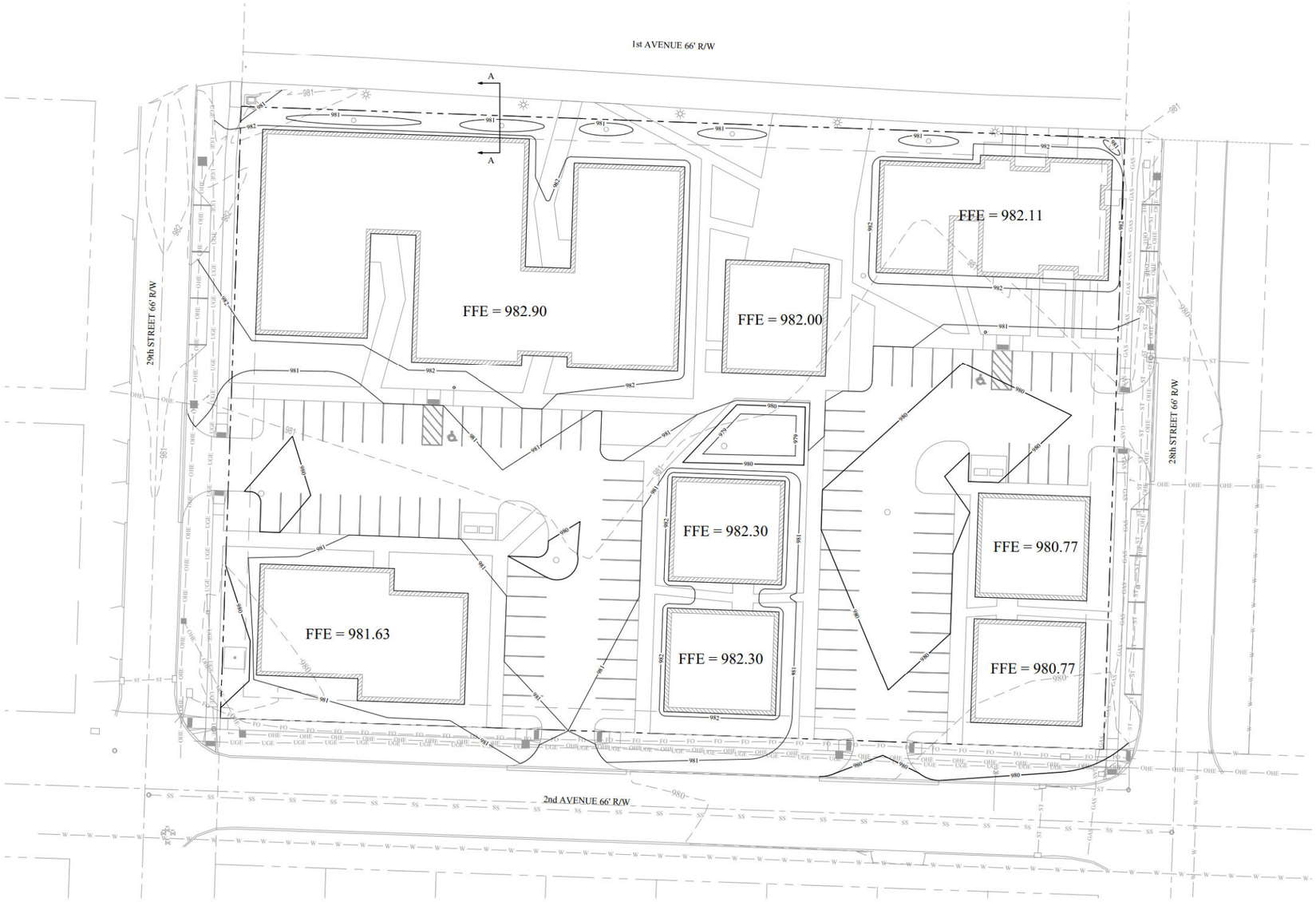
Sheet Title
Zoning Compliance Plan

Sheet No.
C-101



SWALE CROSS-SECTION A-A

NOT TO SCALE



GRADING PLAN

SCALE = 1" = 20'-0"

LEGEND

- EXISTING PROPERTY LINE
- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY
- ST — EXISTING STORM SEWER
- OHE — EXISTING OVERHEAD ELECTRIC
- GAS — EXISTING GAS LINE
- FO — EXISTING FIBER OPTIC
- UGE — EXISTING UNDERGROUND ELECTRIC
- SS — EXISTING SANITARY SEWER
- W — EXISTING WATER MAIN
- EXISTING CURB AND GUTTER
- PROPOSED PROPERTY LINE
- PROPOSED PAVEMENT
- PROPOSED SETBACK
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED BUILDING
- CURB INLET
- WATER VALVE
- POWER POLE
- MANHOLE
- SIGN
- PROPOSED AREA INLET

IOWA 811 ONE CALL SM

N W E S

scale 20 10 0 20 40 feet

daa
deold andersen architecture, llc
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T: (402) 345 7694 WWW.D-AARCH.COM

West End Roost

Council Bluffs, IA

Hoppe Development

1620 S 84th St
Lincoln, NE 68506

FoleyShald ENGINEERING
3930 S. 147TH STREET, SUITE 200 | OMAHA, NE 68144

Development Plan

REV.	DATE	DESCRIPTION

Reviewed By AR	Drawn By SB
Date 07.15.25	
Project ID 25020.00	FSE Project ID 117.001

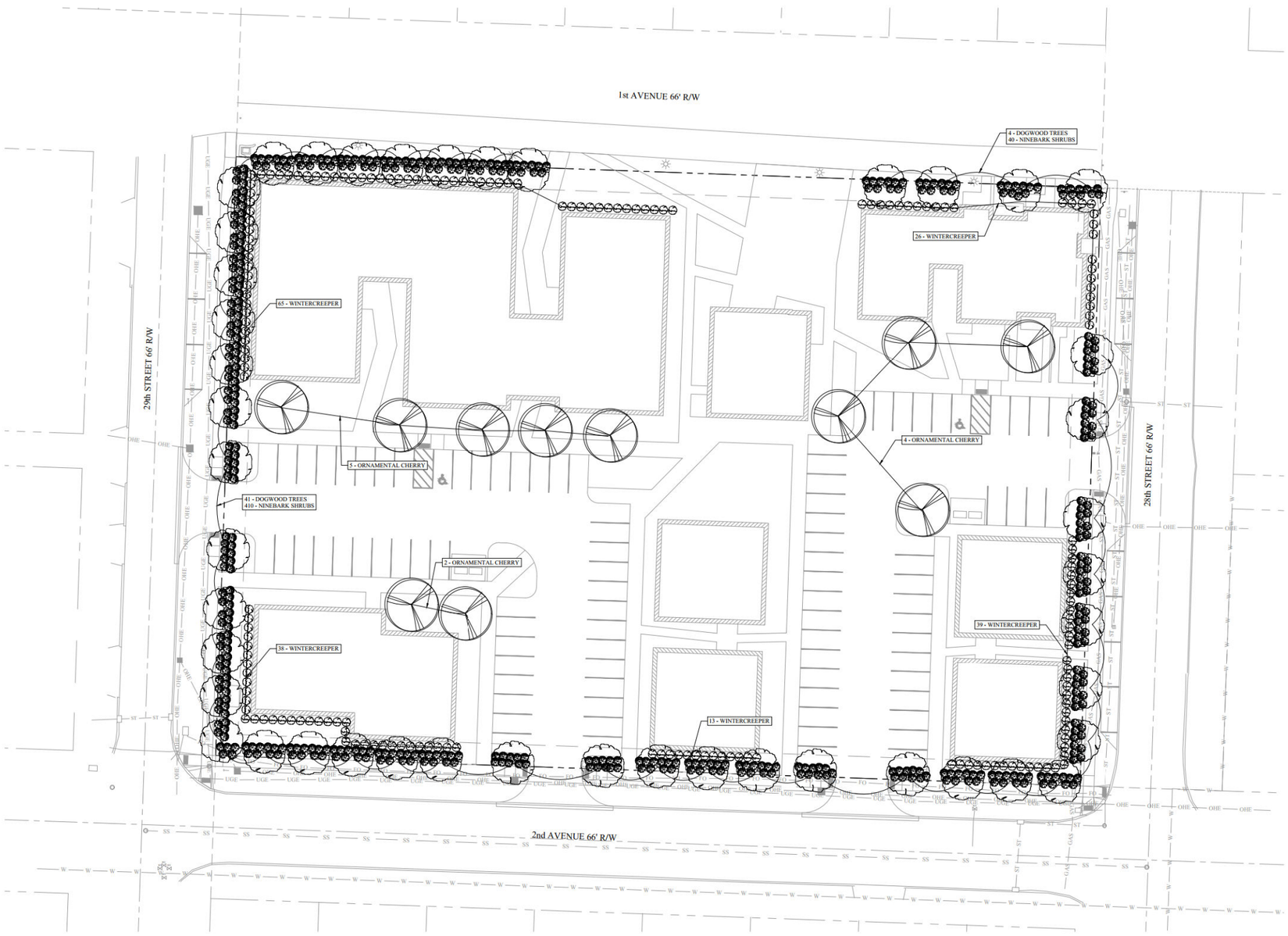
Sheet Title

Grading Plan

Sheet No.

C-201

PLANT SCHEDULE					
LOCATION	BOTANICAL NAME	COMMON NAME	SIZE & METHOD OF HANDLING	DESIGN HEIGHT & SPREAD	QUANTITY
STREET TREE /ON-SITE LANDSCAPING	PRUNUS SERRULA	ORNAMENTAL CHERRY	2" CAL. B & B	20' HEIGHT, 25' SPREAD	11
	CORNUS ALTERNIFOLIA	DOGWOOD, PAGODA	2" CAL. B & B	20' HEIGHT, 20' SPREAD	45
	PHYSOCARPUS OPULIFOLIUS	NINEBARK	2 GAL. B & B	5' HEIGHT, 4' SPREAD	450
	EUONYMOUS FORTUNEI	WINTERCREEPER	2 GAL. B & B	3' HEIGHT, 4' SPREAD	181



LEGEND

- EXISTING PROPERTY LINE
- EXISTING CENTERLINE
- EXISTING RIGHT-OF-WAY
- EXISTING STORM SEWER
- EXISTING OVERHEAD ELECTRIC
- EXISTING GAS LINE
- EXISTING FIBER OPTIC
- EXISTING UNDERGROUND ELECTRIC
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING CURB AND GUTTER
- PROPOSED PROPERTY LINE
- PROPOSED PAVEMENT
- PROPOSED SETBACK
- PROPOSED BUILDING
- CURB INLET
- WATER VALVE
- POWER POLE
- MANHOLE
- SIGN
- PROPOSED FRONTAGE LANDSCAPING TREES AND SHRUBS
- PROPOSED PARKING LOT LANDSCAPING
- PROPOSED PERIMETER PLANTING

LANDSCAPE PLAN

SCALE = 1" = 20'-0"

IOWA ONE CALL 811

N W E S

scale 20 10 0 20 40 feet

daa
deold andersen architecture, llc
1717 VINTON STREET OMAHA, NE 68108
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Development Plan

REV.	DATE	DESCRIPTION

Reviewed By AR	Drawn By SB
Date 07.15.25	
Project ID 25020.00	FSE Project ID 117.001

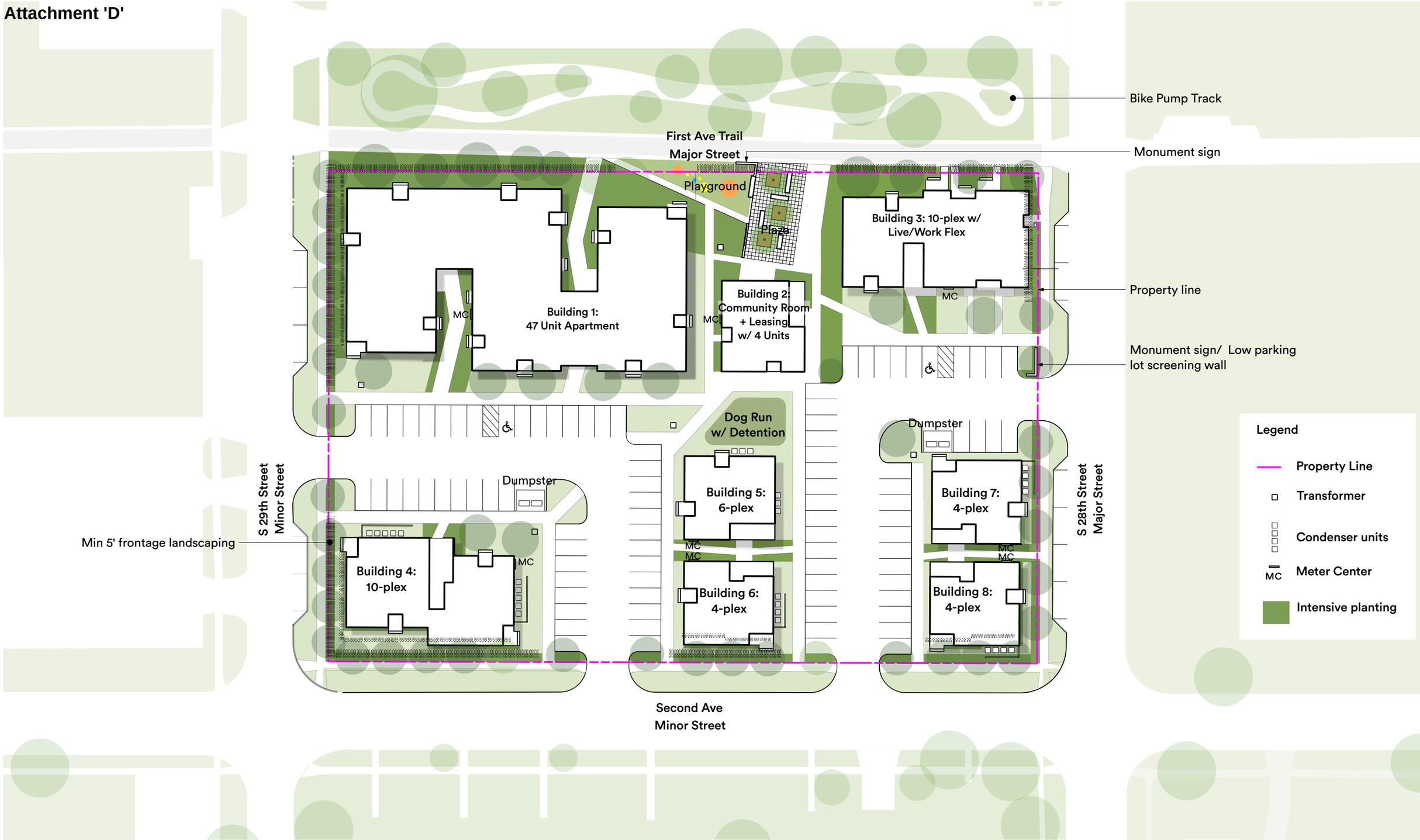
Sheet Title

Landscape Plan

Sheet No.

C-301

Attachment 'D'



West End Roost

07.15.25

Area Plan

N

0 20 40 80 120

SCALE: 1" = 40.00'

daa

deold andersen architectu

335

West End Roost

07.15.25

Aerial View - Toward Southwest

West End Roost

07.15.25

Aerial View - Courtyard

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West End Roost

07.15.25

View From Trail - Northeast

West End Roost

07.15.25

View From Southeast Corner

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deold andersen architectu 339

FIRST AVE TRAIL ELEVATION

SECOND AVE ELEVATION

West End Roost

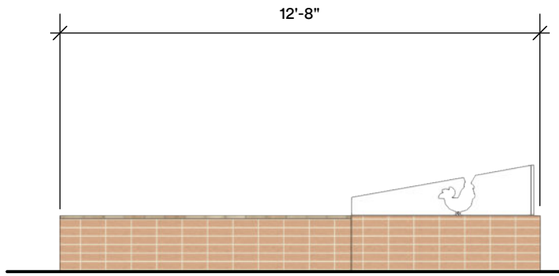
07.15.25

Site Street Elevations - North & South

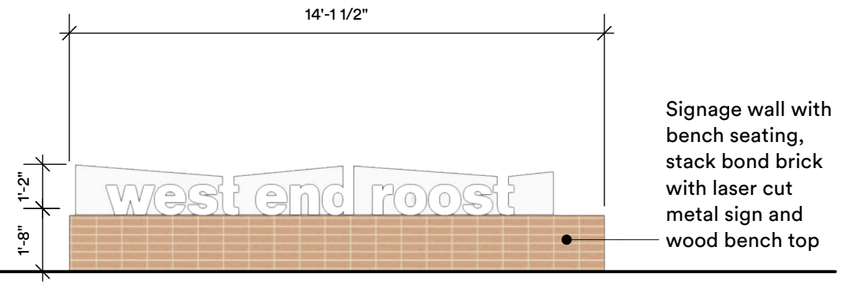
daa
deold andersen architectu 340

SOUTH 28TH STREET ELEVATION

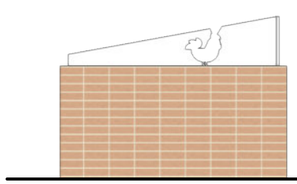
SOUTH 29TH STREET ELEVATION



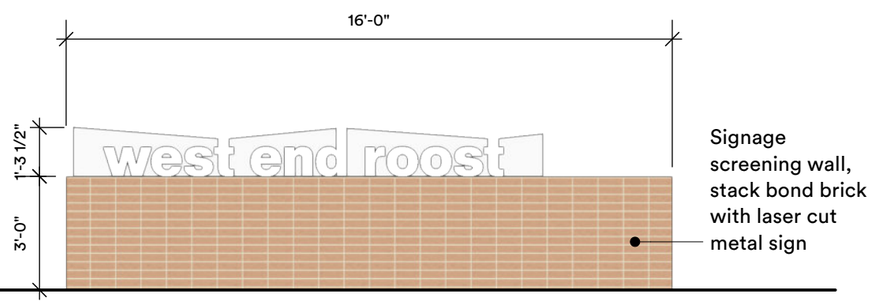
COURTYARD ELEVATION



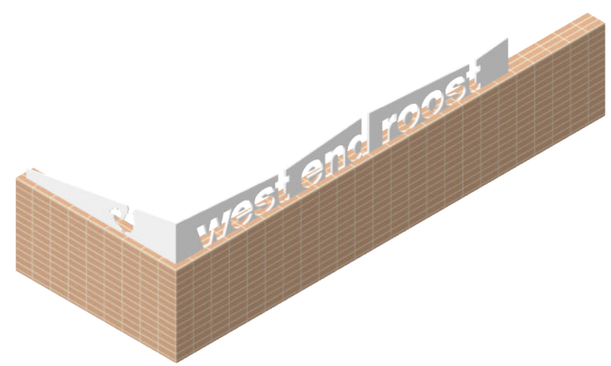
FIRST AVE TRAIL ELEVATION



DRIVE ELEVATION



SOUTH 28TH ST ELEVATION



West End Roost

07.15.25

Site Signage

0 5 10

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

daa deold andersen architectu

West End Roost

07.15.25

Building 1 First Floor Plan

N

0 10 20 40

SCALE: 1/16" = 1'-0"

daa
deold andersen architectu

STUDIO
1 BEDROOM
2 BEDROOM
LIVE/WORK

West End Roost

07.15.25

Building 1 Second-Third Floor Plan

N

0 10 20 40
SCALE: 1/16" = 1'-0"

daa
deold andersen architectu

NORTH ELEVATION

EAST ELEVATION

West End Roost

07.15.25

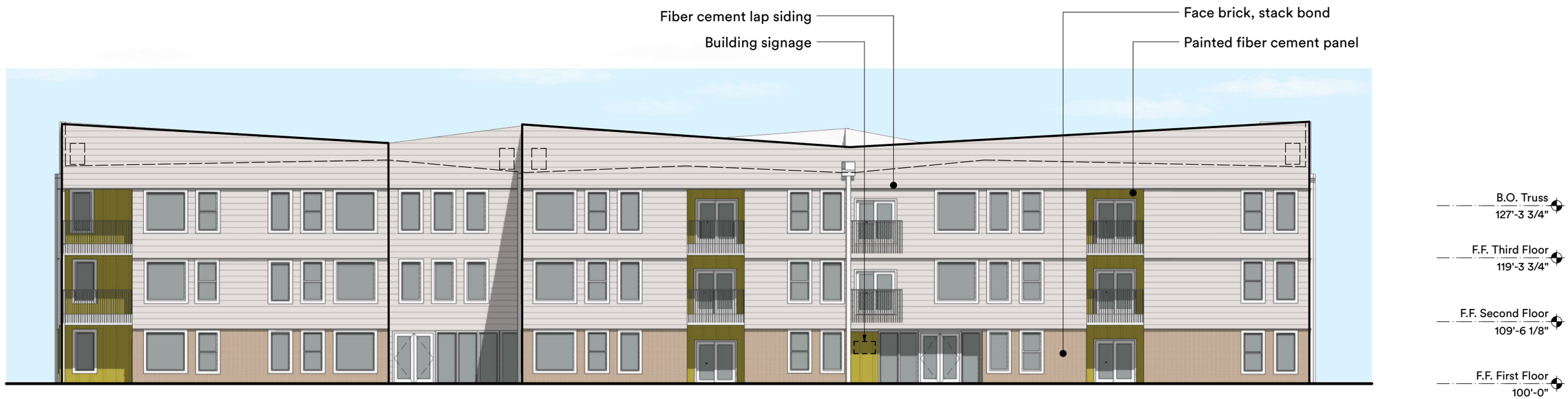
Building 1 North & East Elevations

0 10 20 40

SCALE: 1/16" = 1'-0"

daa

deold andersen architectu 345



SOUTH ELEVATION

WEST ELEVATION

West End Roost

07.15.25

Building 1 South & West Elevations

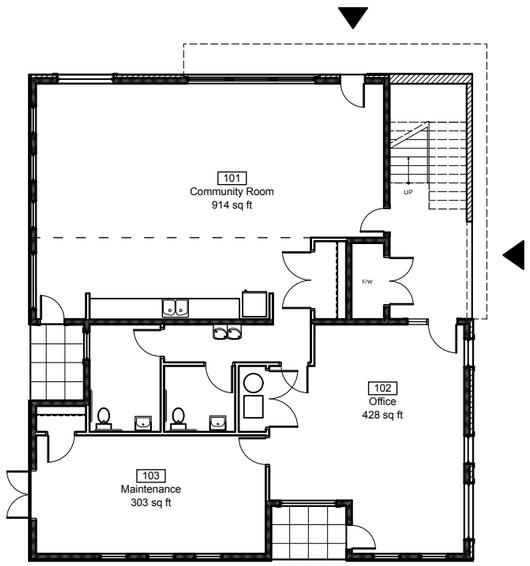
0 10 20 40

SCALE: 1/16" = 1'-0"

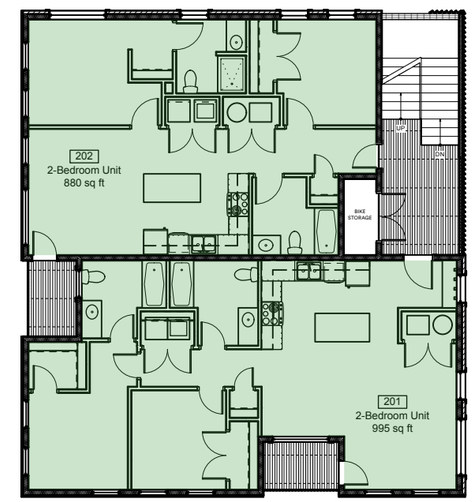
daa

deold andersen architectu

STUDIO
1 BEDROOM
2 BEDROOM
LIVE/WORK



FIRST FLOOR PLAN



SECOND & THIRD FLOOR PLAN

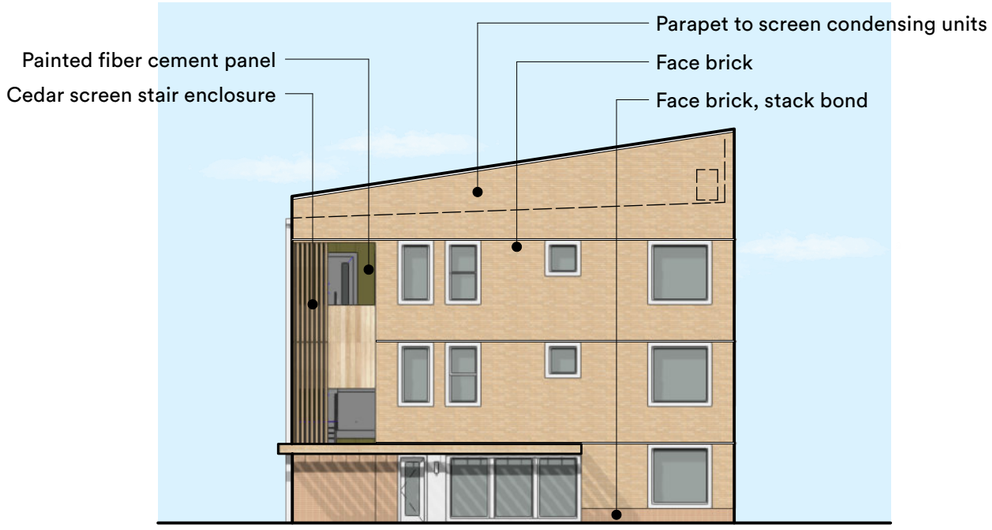
West End Roost
07.15.25

Building 2 Floor Plans

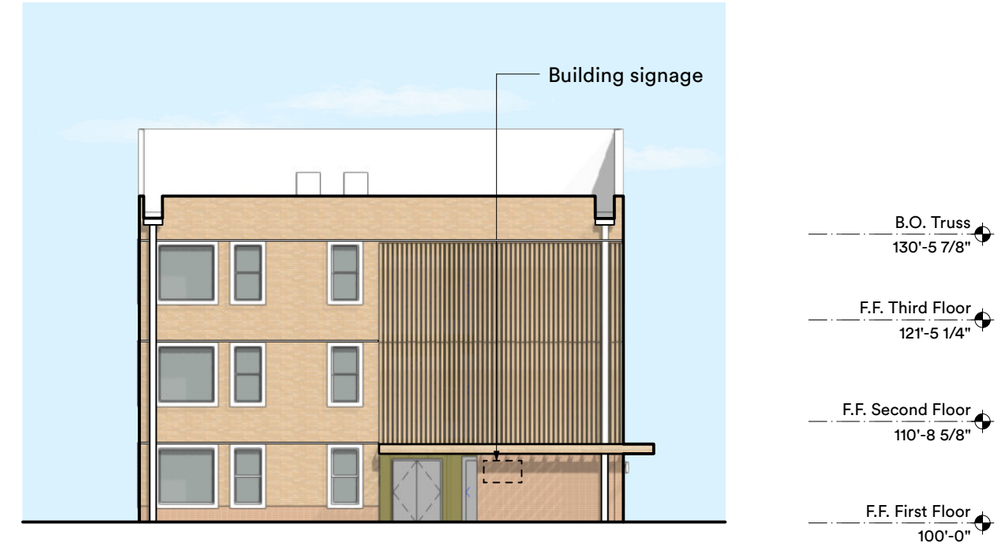
N

0 10 20 40
SCALE: 1/16" = 1'-0"

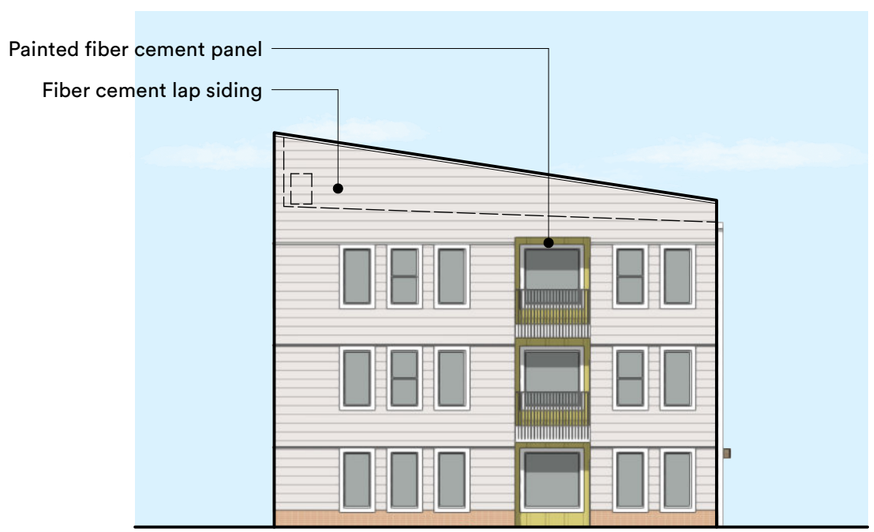
daa
deold andersen architectu



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

WEST ELEVATION

West End Roost

07.15.25

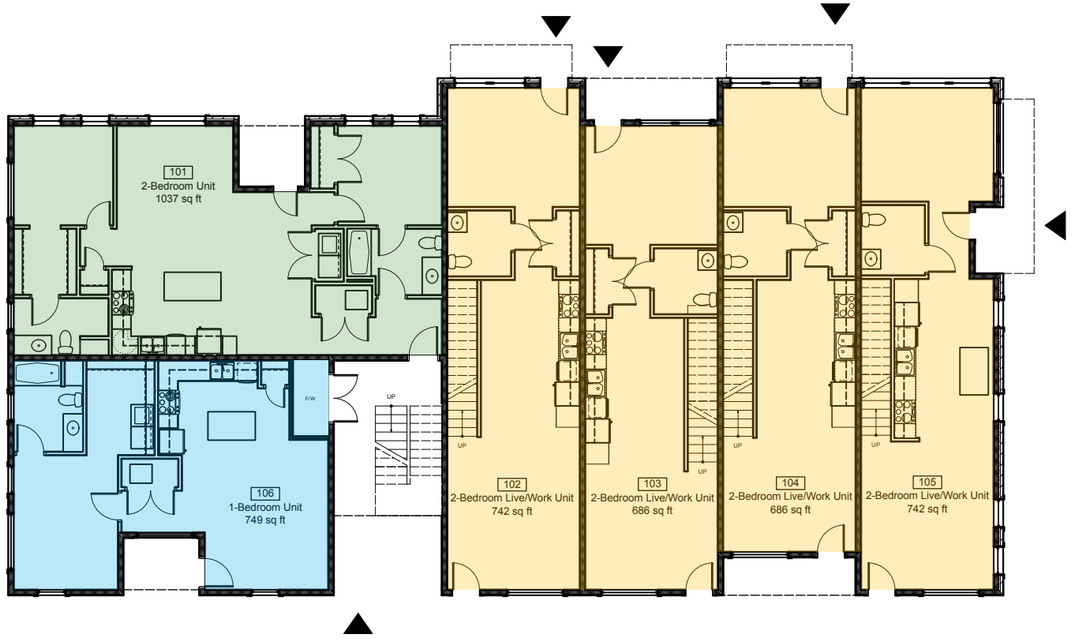
Building 2 Elevations

0 10 20 40

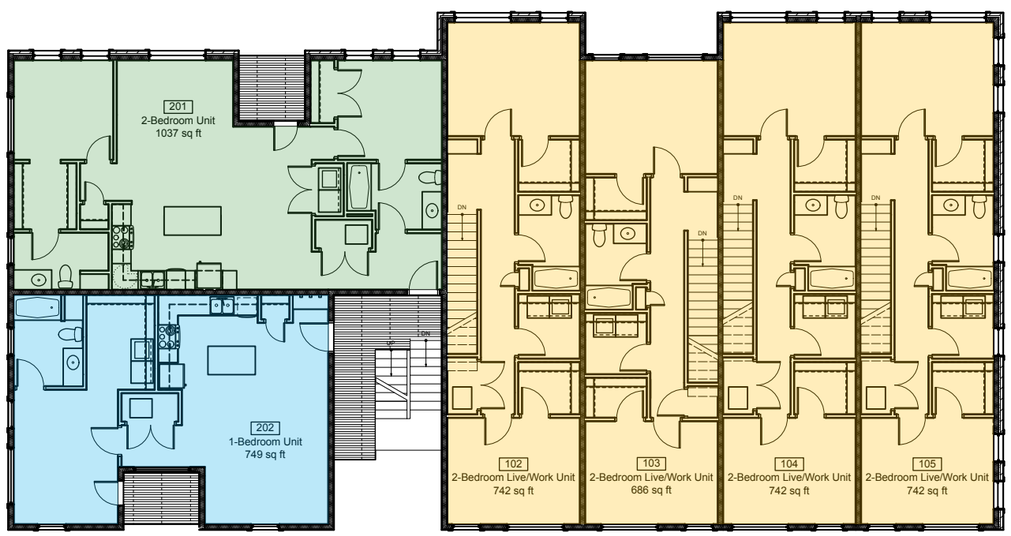
SCALE: 1/16" = 1'-0"

daa
deold andersen architectu

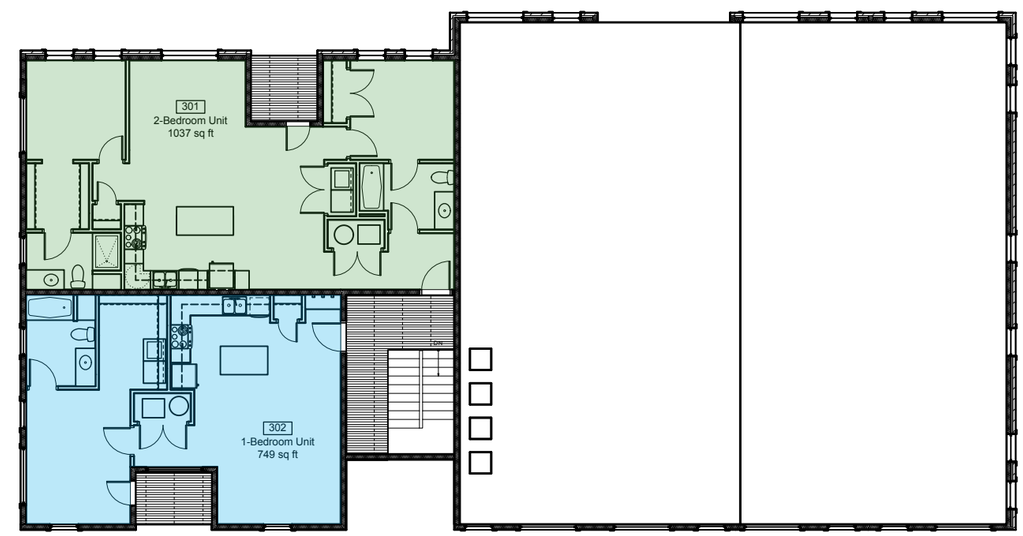
STUDIO
1 BEDROOM
2 BEDROOM
LIVE/WORK



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

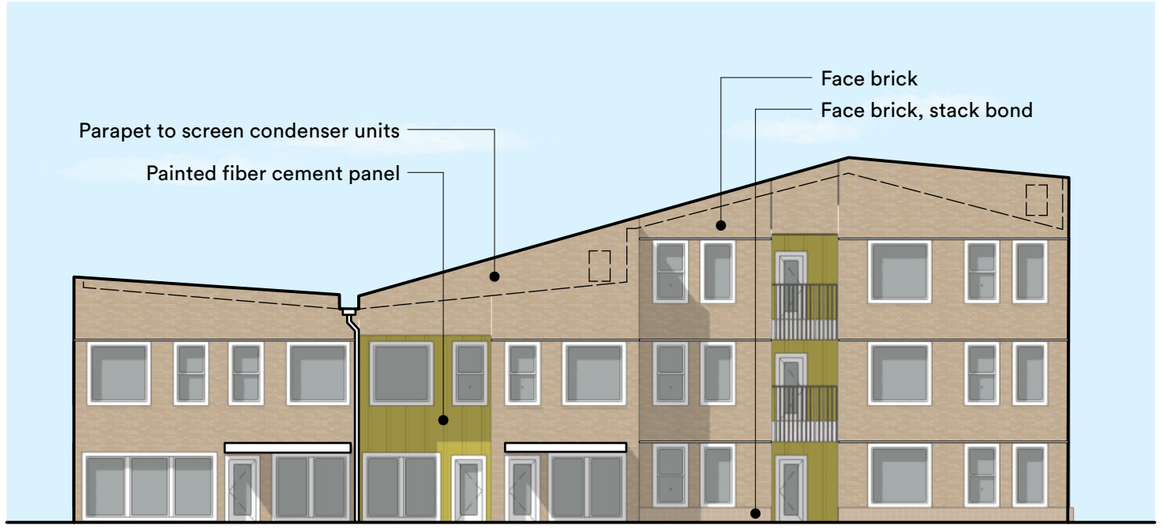
West End Roost
07.15.25

Building 3 Floor Plans

N

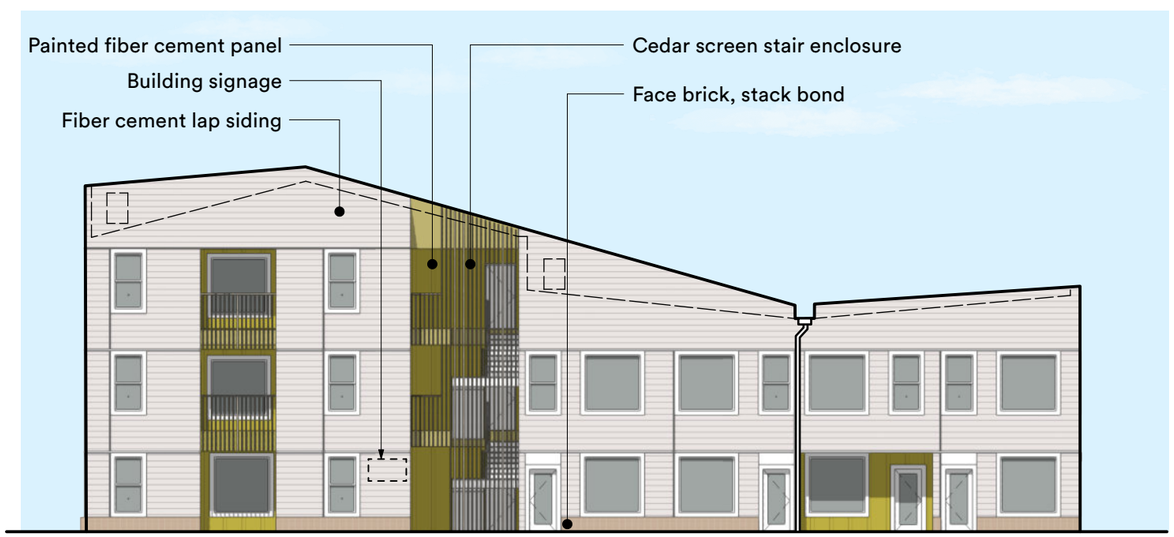
0 10 20 40
SCALE: 1/16" = 1'-0"

daa
deold andersen architectu

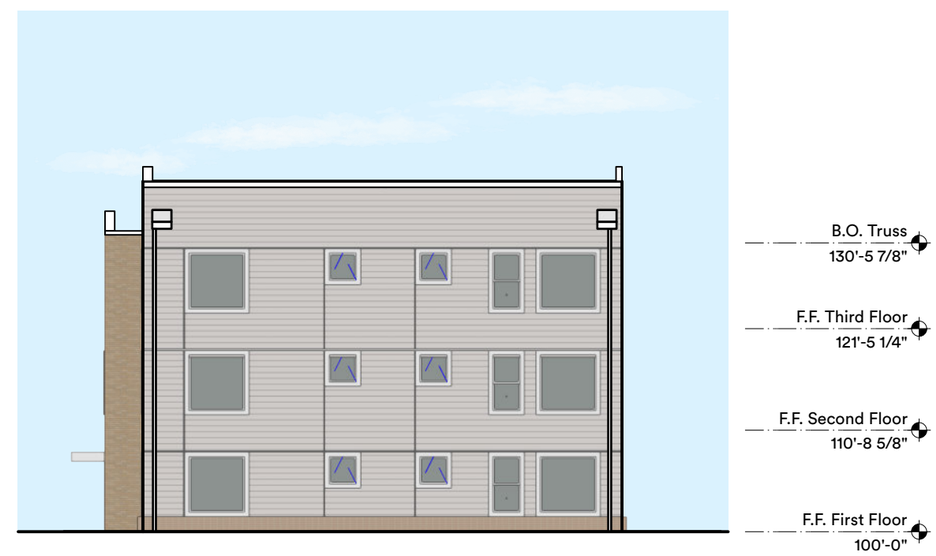


NORTH ELEVATION

EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

West End Roost

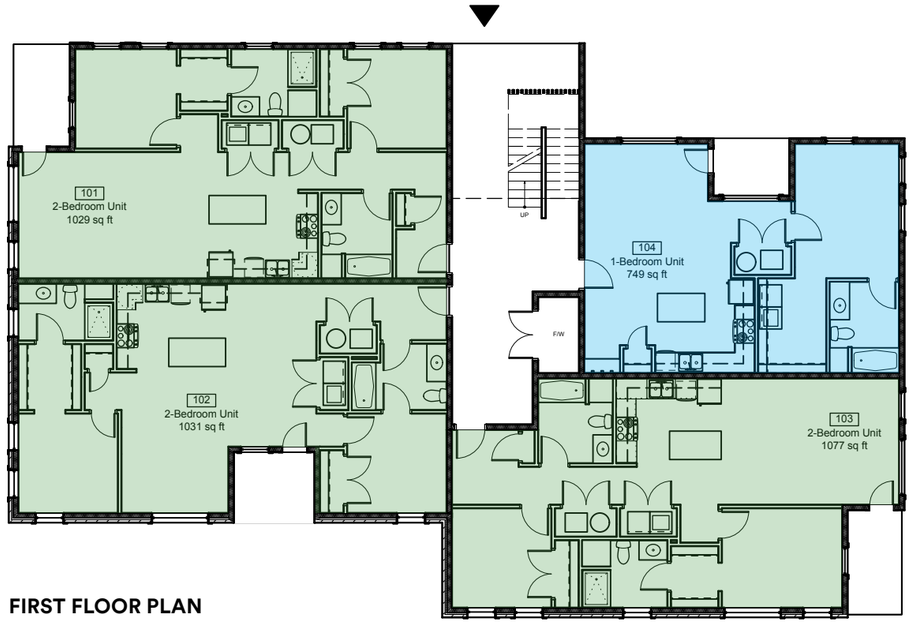
07.15.25

Building 3 Elevations

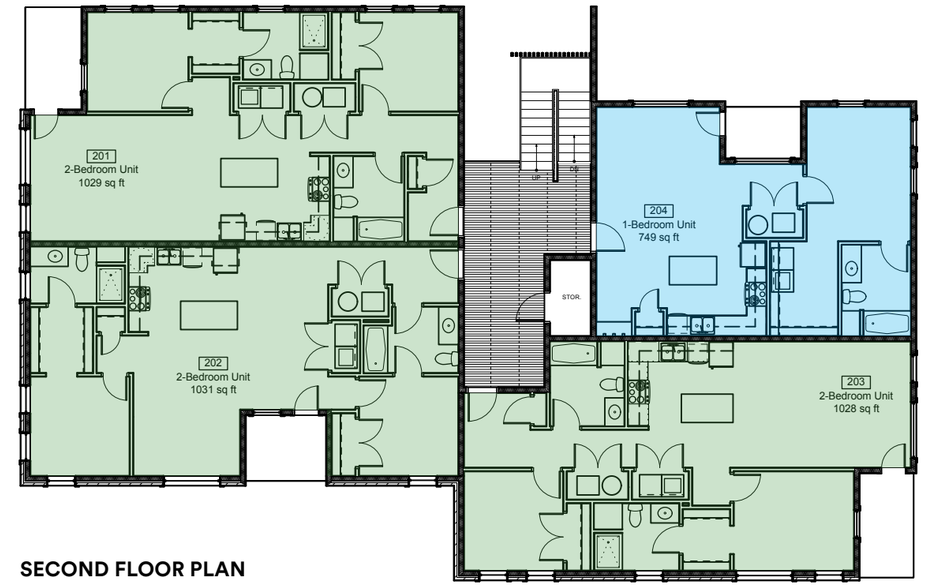
0 10 20 40

SCALE: 1/16" = 1'-0"

daa deold andersen architectu 350

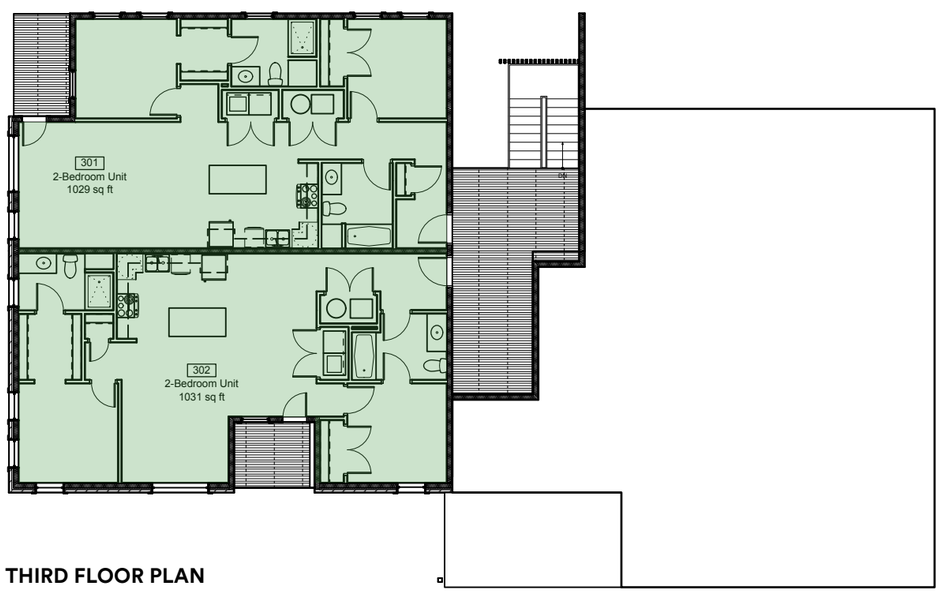


FIRST FLOOR PLAN



SECOND FLOOR PLAN

STUDIO
1 BEDROOM
2 BEDROOM
LIVE/WORK



THIRD FLOOR PLAN

West End Roost

07.15.25

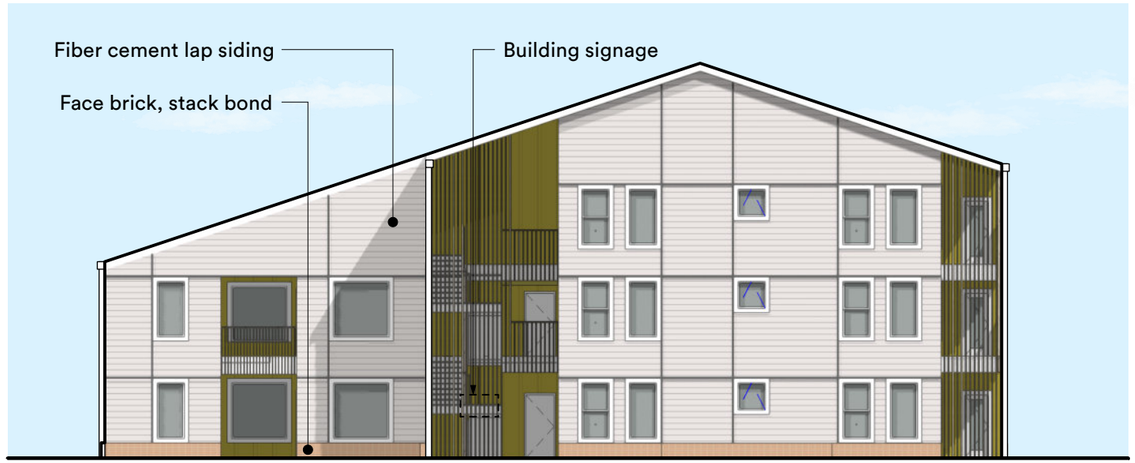
Building 4 Floor Plans

N

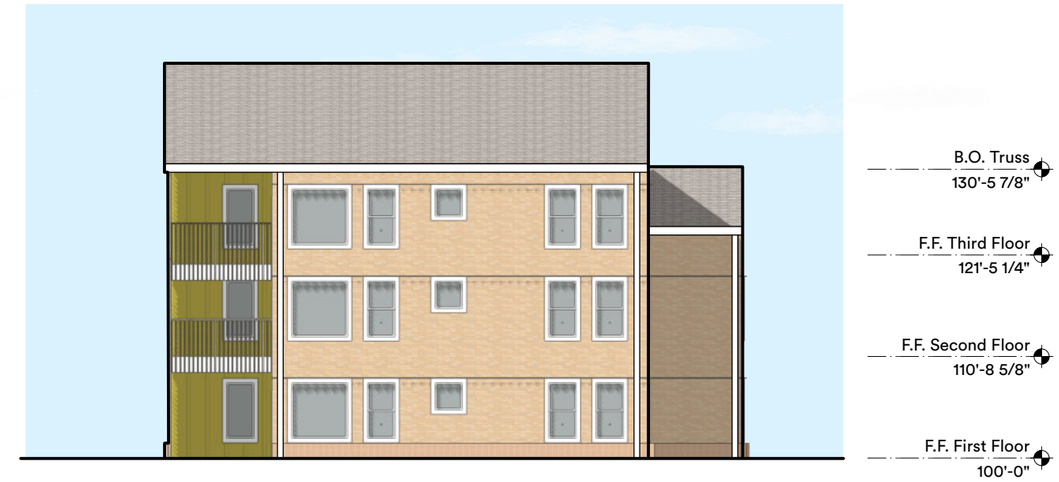
0 10 20 40

SCALE: 1/16" = 1'-0"

daa
deold andersen architectu 351

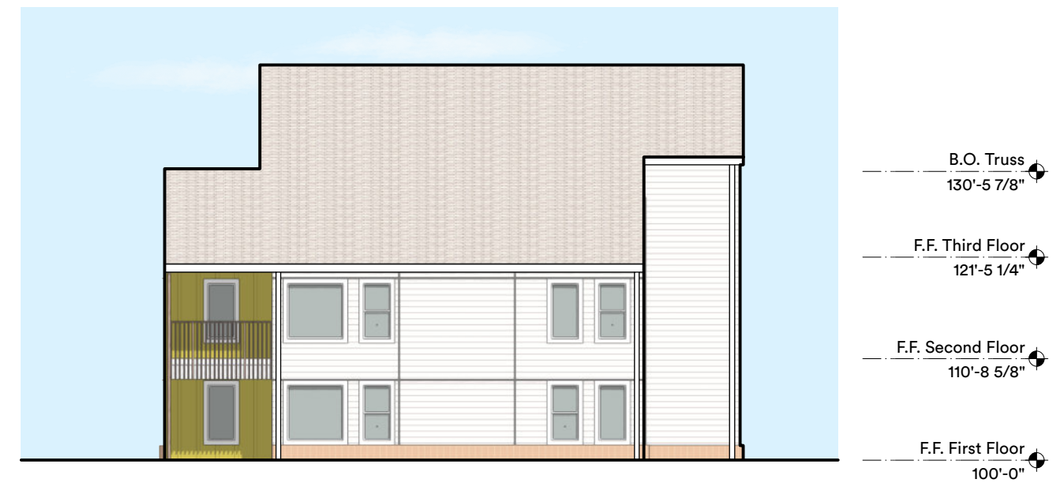


NORTH ELEVATION



WEST ELEVATION

SOUTH ELEVATION



EAST ELEVATION

West End Roost

07.15.25

Building 4 Elevations

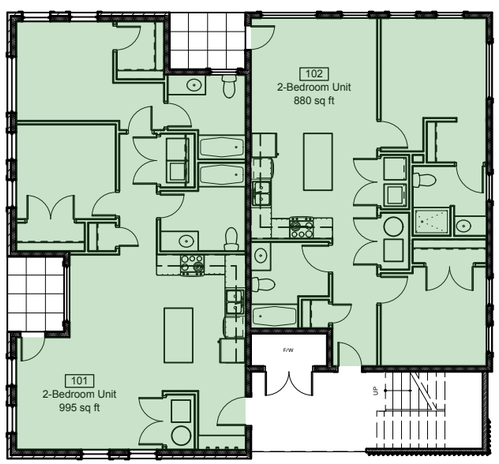
0 10 20 40

SCALE: 1/16" = 1'-0"

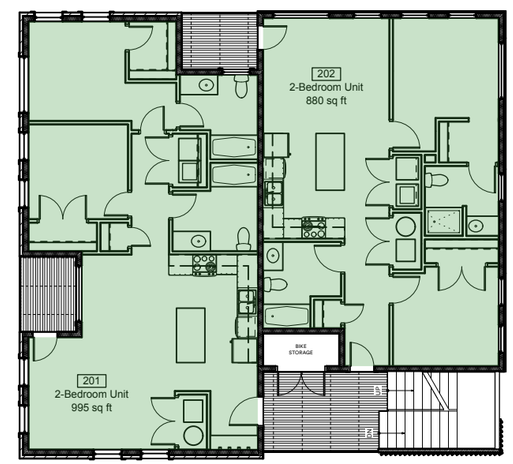
daa

deold andersen architectu

STUDIO
1 BEDROOM
2 BEDROOM
LIVE/WORK



FIRST FLOOR PLAN



SECOND & THIRD FLOOR PLAN

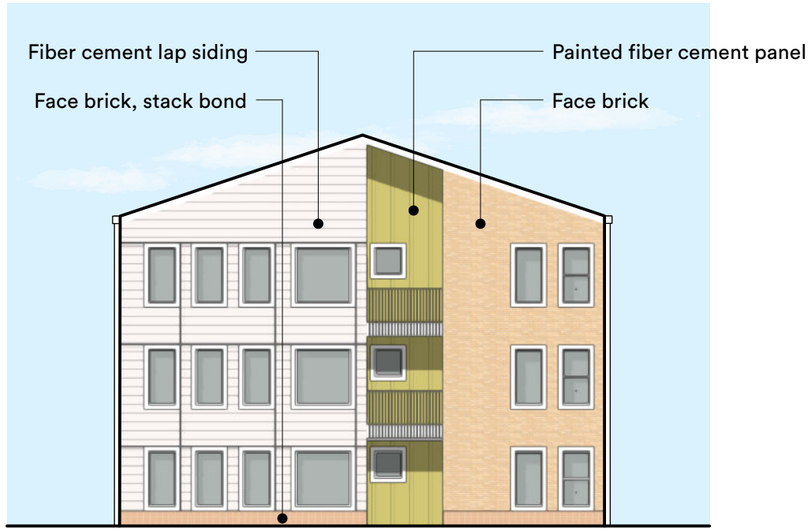
West End Roost
07.15.25

Building 5 Floor Plans

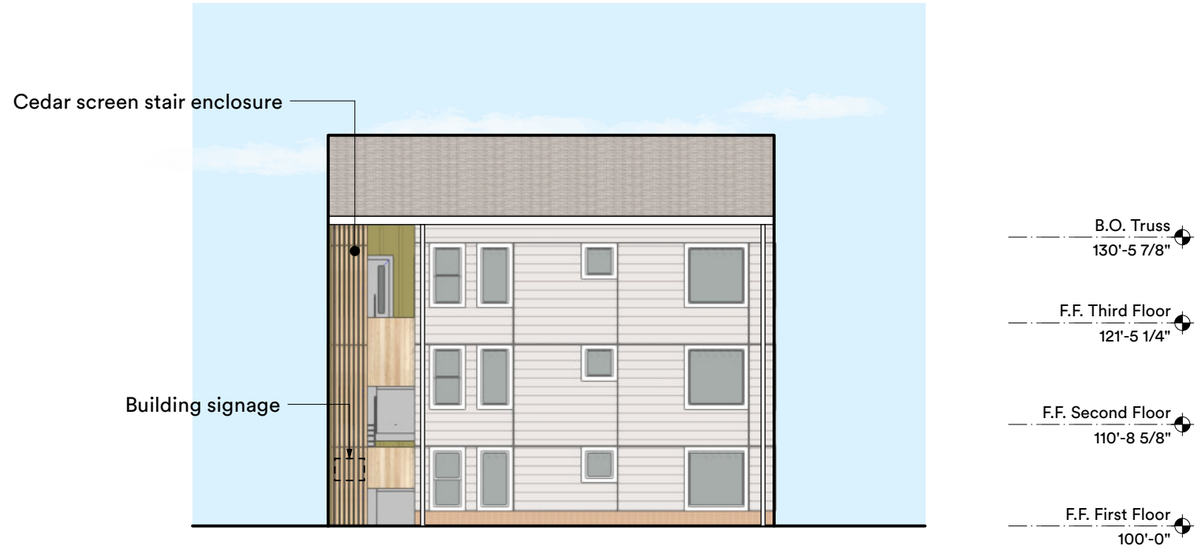
N

0 10 20 40
SCALE: 1/16" = 1'-0"

deold andersen architectu 353

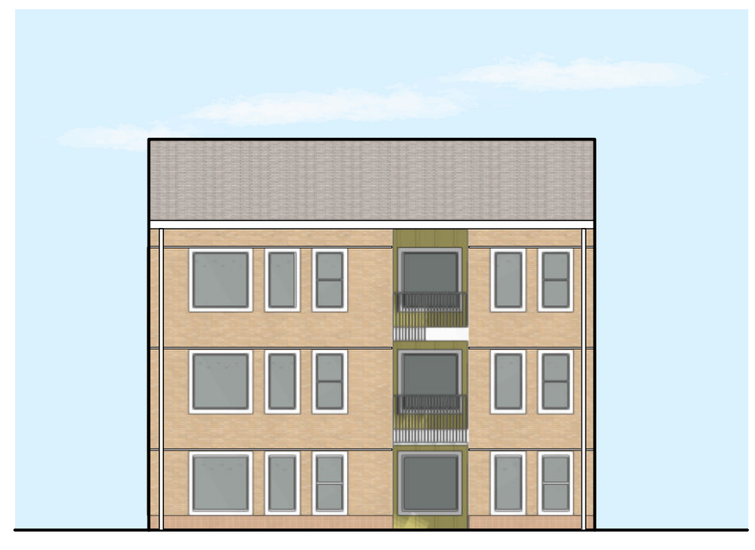


NORTH ELEVATION



EAST ELEVATION

SOUTH ELEVATION



WEST ELEVATION

West End Roost

07.15.25

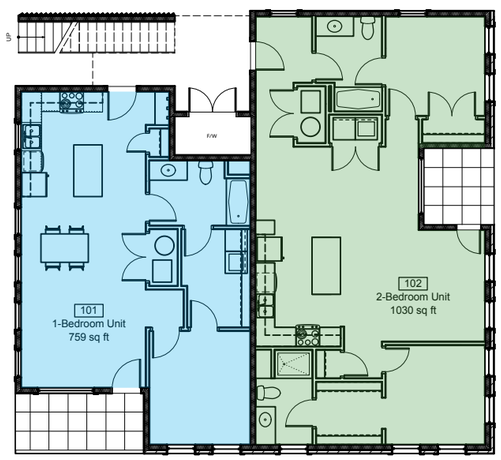
Building 5 Elevations

0 10 20 40

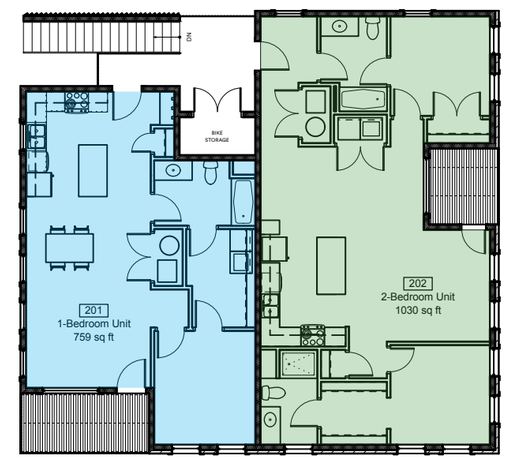
SCALE: 1/16" = 1'-0"

daa
deold andersen architectu

STUDIO
1 BEDROOM
2 BEDROOM
LIVE/WORK



FIRST FLOOR PLAN



SECOND FLOOR PLAN

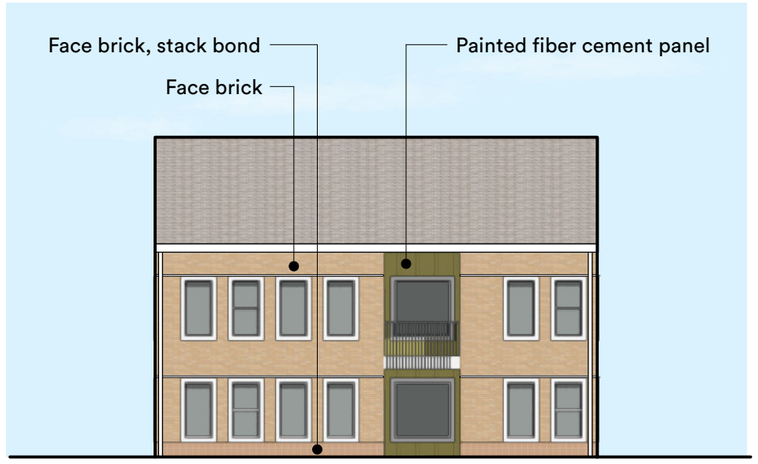
West End Roost
07.15.25

Buildings 6-8 Floor Plans

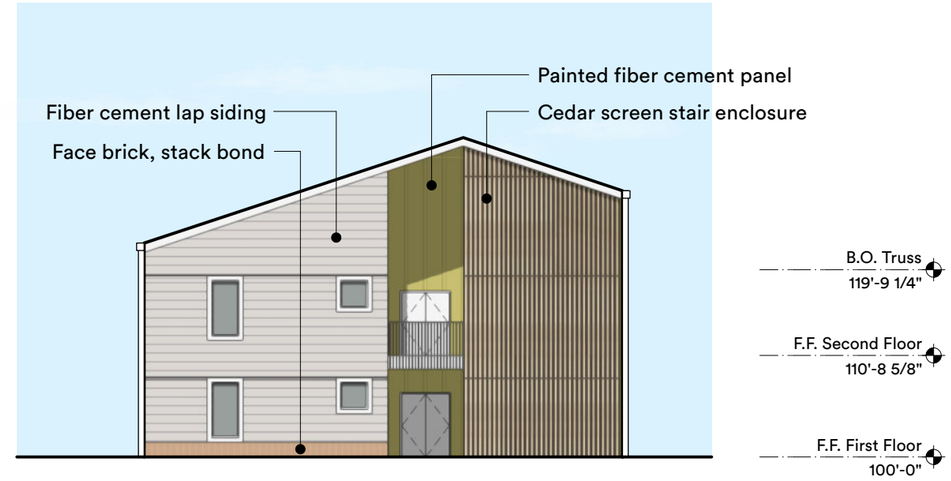
N

0 10 20 40
SCALE: 1/16" = 1'-0"

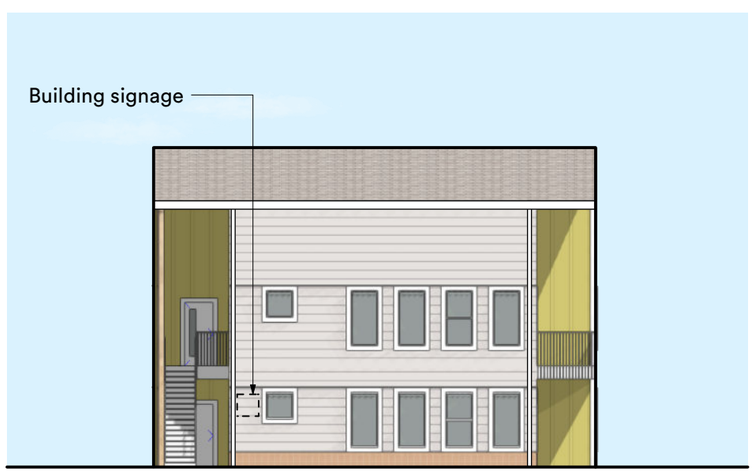
daa
deold andersen architectu 355



FRONT ELEVATION



INTERIOR SIDE ELEVATION



BACK ELEVATION

EXTERIOR SIDE ELEVATION

West End Roost

07.15.25

Building 6-8 Elevations

0 10 20 40

SCALE: 1/16" = 1'-0"

daa

deold andersen architectu

RESOLUTION NO. 25-217

A RESOLUTION TO ADOPT A PR-1/PLANNED RESIDENTIAL DEVELOPMENT PLAN FOR A MULTIFAMILY RESIDENTIAL DEVELOPMENT (WEST END ROOST) ON PROPERTY LEGALLY DESCRIBED AS BLOCK 12, BRYANT AND CLARK'S SUBDIVISION, ALONG WITH THE VACATED ALLEY ADJOINING, CITY OF COUNCIL BLUFFS, POTTAWATTAMIE COUNTY, IOWA.

WHEREAS, Hoppe Development is requesting this development plan on undeveloped land legally described above and generally located south of 1st Avenue, between South 28th and South 29th Streets; and

WHEREAS, All comments received are stated in the City Council Communication report and its Attachments; and

WHEREAS, The Community Development Department recommends adoption of this new planned residential development plan for a multifamily residential development (West End Roost), subject to the comments stated in the City Council Communication report and its Attachments and the following conditions:

A. The planned residential development plan for West Broadway Village adopted via Resolution No. 16-250, and amended via Resolution No. 20-183 and Resolution No. 23-117, shall be repealed;

B. The developer shall consolidate Lots 1 through 16, along with the vacated alley adjoining, all in Block 12, Bryant and Clark's Subdivision, into one lot of record prior to the issuance of any building permit at this site;

C. Any modifications to the approved development plan which substantially alter the design, layout, configuration, and/or appearance of the project shall be reviewed the City Planning Commission and approved by City Council prior to such changes being made. All minor modifications to the adopted development plan may be administratively approved by the Community Development Director.

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

That the PR-1/Planned Residential Development Plan for a multifamily residential development (West End Roost) on property legally described as Block 12, Bryant and Clark's Subdivision, along with the vacated alley adjoining, City of Council Bluffs, Pottawattamie County, Iowa, is hereby approved.

ADOPTED
AND
APPROVED

August 25, 2025.

_____
MATTHEW J. WALSH Mayor

Attest: _____
JODI QUAKENBUSH City Clerk

Planning Case No. PR-25-005

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-180 (Reconsider)
Resolution approving Sudbeck Homes as the selected builder for the East Manawa Phase I Housing Project.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff report - 8-26-2025.doc
25-180 Reconsidered.docx

Prepared by: Courtney Harter, Director of Community Development
Approved by: Courtney Harter, Director of Community Development

5.E

Council Communication

Department: Community Development	Resolution No.: 25 -	City Council: 8-25-2025 Public Hearing: 10-6-2025

Subject/Title

East Manawa Housing Development – Selection of Qualified Builder

1. Deny Sudbeck Homes as preferred builder;
2. Reject all submissions to June 25, 2025 RFQ;
3. Approval of the request for proposals for new residential development on the south side of the City owned East Manawa subdivision; and
4. Approval of the minimum development requirements, competitive criteria and procedures for disposition of certain property and soliciting proposals in accordance with the request for qualifications, and setting a public hearing for October 6, 2025 as the date of public hearing on the intent to accept the selected development proposal submitted.

Background/ Discussion

In 2022, the City purchased 93.17 acres located on E. Manawa Drive using ARPA funds of $4,190,000. Conceptual plans show a range from 600 to 900 housing units on the property depending on design and developer selection. The first phase of the development is the construction of 40 single-family attached housing units through the City's grant from the Iowa Economic Development Authority (IEDA) to provide new housing to households at or below 80% of the median family income (MFI). IEDA's 2019 Single Family Housing Production and Down Payment Assistance Program awarded Council Bluffs $6,873,501.

East Manawa Subdivision is in an Urban Renewal Area in the future to support its development. In order to initiate the property disposal process, the City must undertake certain actions on the property to ensure reasonable competitive bidding procedures and allow 30 days to respond and to comply with Iowa urban renewal laws. This 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.

In May, the City released a request for qualifications (RFQ) for qualified builders to assist in the construction of the 40-unit development. Due to lack of clarity in the RFQ, a condition added to the approval that was not allowed by federal procurement standards and continued interactions with submitters, Staff wishes to deny the original selected firm, Sudbeck Homes, and reissue the RFQ. Each submitter is still eligible for the program. Additional requirements will be outlined to provide better guidance relating to builder selection.

Attached is a copy of the request for proposal that will be uploaded into the City's 'IONWAVE' bid letting web application and emailed to developers, real estate firms and other parties soliciting submissions. The proposal's availability will be published in the legal ad section of the Nonpareil and posted on the City's website. The attached resolution asks for City Council approval of this form and content.

A separate resolution also directs the City Clerk to publish notice inviting development proposals to be submitted. Proposals are due by 4:00 p.m. on September 26, 2025. Lastly, the resolution approves Oct 6, 2025 as the date of public hearing on the intent to accept the selected development proposal(s) submitted.

Recommendation

1. Deny the reconsidered motion to approve Sudbeck Homes as the preferred builder.
2. Reject all received responses to the submittals received June 25, 2025.
5. Approve the request for proposals for new residential development on the south side of the City owned East Manawa subdivision.
3. Approve the minimum development requirements, competitive criteria and procedures for disposition of certain property and soliciting proposals in accordance with the request for qualifications, and setting a public hearing for October 6, 2025 as the date of public hearing on the intent to accept the selected development proposal submitted.

Submitted by: Courtney Harter, Community Development Director

RECONSIDERED RESOLUTION NO. 25-180

A RESOLUTION APPROVING SUDBECK HOMES AS THE SELECTED BUILDER FOR THE EAST MANAWA PHASE I HOUSING PROJECT.

WHEREAS, the City has been working on developing the East Manawa Subdivision and requested proposals from qualified builders for the Phase I housing project; and

WHEREAS, Sudbeck Homes is a builder that meets the qualifications of the City; and

WHEREAS, the City Council approves Sudbeck Homes as the selected builder for the East Manawa Phase I Housing Project.

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

That the Mayor is hereby authorized to execute and agreement with Sudbeck Homes for the East Manawa Phase I Project.

ADOPTED
AND
APPROVED August 25, 2025

_____
Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-218
Resolution rejecting all submissions for the East Manawa Phase I Housing Project request for proposals.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff report - 8-26-2025.doc
25-218.docx

Prepared by: Courtney Harter, Director of Community Development
Approved by: Courtney Harter, Director of Community Development

5.F

Council Communication

Department: Community Development	Resolution No.: 25 -	City Council: 8-25-2025 Public Hearing: 10-6-2025

Subject/Title

East Manawa Housing Development – Selection of Qualified Builder

1. Deny Sudbeck Homes as preferred builder;
2. Reject all submissions to June 25, 2025 RFQ;
3. Approval of the request for proposals for new residential development on the south side of the City owned East Manawa subdivision; and
4. Approval of the minimum development requirements, competitive criteria and procedures for disposition of certain property and soliciting proposals in accordance with the request for qualifications, and setting a public hearing for October 6, 2025 as the date of public hearing on the intent to accept the selected development proposal submitted.

Background/ Discussion

In 2022, the City purchased 93.17 acres located on E. Manawa Drive using ARPA funds of $4,190,000. Conceptual plans show a range from 600 to 900 housing units on the property depending on design and developer selection. The first phase of the development is the construction of 40 single-family attached housing units through the City's grant from the Iowa Economic Development Authority (IEDA) to provide new housing to households at or below 80% of the median family income (MFI). IEDA's 2019 Single Family Housing Production and Down Payment Assistance Program awarded Council Bluffs $6,873,501.

East Manawa Subdivision is in an Urban Renewal Area in the future to support its development. In order to initiate the property disposal process, the City must undertake certain actions on the property to ensure reasonable competitive bidding procedures and allow 30 days to respond and to comply with Iowa urban renewal laws. This 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.

In May, the City released a request for qualifications (RFQ) for qualified builders to assist in the construction of the 40-unit development. Due to lack of clarity in the RFQ, a condition added to the approval that was not allowed by federal procurement standards and continued interactions with submitters, Staff wishes to deny the original selected firm, Sudbeck Homes, and reissue the RFQ. Each submitter is still eligible for the program. Additional requirements will be outlined to provide better guidance relating to builder selection.

Attached is a copy of the request for proposal that will be uploaded into the City's 'IONWAVE' bid letting web application and emailed to developers, real estate firms and other parties soliciting submissions. The proposal's availability will be published in the legal ad section of the Nonpareil and posted on the City's website. The attached resolution asks for City Council approval of this form and content.

A separate resolution also directs the City Clerk to publish notice inviting development proposals to be submitted. Proposals are due by 4:00 p.m. on September 26, 2025. Lastly, the resolution approves Oct 6, 2025 as the date of public hearing on the intent to accept the selected development proposal(s) submitted.

Recommendation

1. Deny the reconsidered motion to approve Sudbeck Homes as the preferred builder.
2. Reject all received responses to the submittals received June 25, 2025.
5. Approve the request for proposals for new residential development on the south side of the City owned East Manawa subdivision.
3. Approve the minimum development requirements, competitive criteria and procedures for disposition of certain property and soliciting proposals in accordance with the request for qualifications, and setting a public hearing for October 6, 2025 as the date of public hearing on the intent to accept the selected development proposal submitted.

Submitted by: Courtney Harter, Community Development Director

RESOLUTION NO. 25-218

A RESOLUTION REJECTING ALL SUBMISSIONS TO THE EAST MANAWA PHASE I HOUSING PROJECT REQUEST FOR PROPOSALS DUE JUNE 25, 2025.

WHEREAS, the City has been working on developing the East Manawa Subdivision and requested proposals from qualified builders for the Phase I housing project; and

WHEREAS, lack of clarity within the Request for Proposals has created confusion in the requirements; and

WHEREAS, the City Council rejects all submissions to the East Manawa Phase I Housing Project.

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

That the Mayor is hereby reject all submissions for the East Manawa Phase I Project Request for Proposals.

ADOPTED
AND
APPROVED August 25, 2025

_____
Matthew J. Walsh Mayor

ATTEST: _____
Jodi Quakenbush City Clerk

Council Communication

Department: Community Development

Case/Project No.:

Subject/Title

Resolution 25-219
Resolution approving minimum development requirements, competitive criteria, and procedures for disposition of certain city-owned property along East Manawa Drive; and soliciting proposals in accordance with the request for proposals and setting a public hearing for October 6, 2025 at 7:00 p.m. to accept proposals.

Background/Discussion

See attached staff report.

Staff Recommendation

Attachments

Staff report - 8-26-2025.doc
E manawa NOTICE OF PUBLIC HEARING - notice.doc
REQUEST FOR QUALIFICATIONS 8-26-2025.pdf
25-219.docx

Prepared by: Courtney Harter, Director of Community Development
Approved by: Courtney Harter, Director of Community Development

5.G

5.G

Council Communication

Department: Community Development	Resolution No.: 25 -	City Council: 8-25-2025 Public Hearing: 10-6-2025

Subject/Title

East Manawa Housing Development – Selection of Qualified Builder

1. Deny Sudbeck Homes as preferred builder;
2. Reject all submissions to June 25, 2025 RFQ;
3. Approval of the request for proposals for new residential development on the south side of the City owned East Manawa subdivision; and
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Background/ Discussion

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Recommendation

1. Deny the reconsidered motion to approve Sudbeck Homes as the preferred builder.
2. Reject all received responses to the submittals received June 25, 2025.
5. Approve the request for proposals for new residential development on the south side of the City owned East Manawa subdivision.
3. Approve the minimum development requirements, competitive criteria and procedures for disposition of certain property and soliciting proposals in accordance with the request for qualifications, and setting a public hearing for October 6, 2025 as the date of public hearing on the intent to accept the selected development proposal submitted.

Submitted by: Courtney Harter, Community Development Director

NOTICE OF PUBLIC HEARING OF INTENT TO ACCEPT BUILDER QUALIFICATIONS ON PROPERTY LOCATED IN THE EAST MANAWA SUBDIVISION

Notice is hereby provided that the City Council for the City of Council Bluffs, Iowa has expressed its intent to accept proposals for the development of 40 single family residential lots located on property generally located on the easterly portion of the City-owned East Manawa Subdivision. You are further notified that a public hearing on said matter will be held by the City Council of the City of Council Bluffs, Iowa, at its regular meeting to be held at 7:00 p.m. on the 6th day of October 2025, in the City Council Chambers in City Hall, 209 Pearl Street, Council Bluffs, Iowa, at which time and place all persons interested in said matter will be given an opportunity to be heard.

Dated this ____ day of _____, 2025.

_____
Jodi Quakenbush, City Clerk
City of Council Bluffs, Iowa

City of Council Bluffs, Iowa
Request for Qualifications
East Manawa Redevelopment Area
Proposal Due Date: September 26, 2025

The City of Council Bluffs is applying for the State of Iowa funded Community Development Disaster Recovery (CDBG-DR) fund to construct 40 new single-family attached housing units. The chosen property is located within the City's East Manawa redevelopment area generally located north of Huron Circle connecting East Manawa Drive and Mohawk Street. This will be a new street extension known as Mallard Street.

The City is currently in the process of designing the infrastructure extension as well as creation of the preliminary subdivision and platting for the site. A map depicting the project location is included as Attachment 'A'.

The CDBG-DR Single Family Housing Production and Down Payment Assistance Program, Round 3 provides communities the opportunity to apply for funds to increase housing opportunities after the 2019 flood disaster declaration. In 2024, the City was awarded $6.8 million to provide long-term, quality, single-family housing that is resilient to future natural disasters and affordable to low-to-moderate income households.

The City wishes to work with one or more developers/builders that can assist in the construction of the new attached single-family homes that will be marked through the CDBG-DR program. All units must be completed and sold to qualified household by December 15, 2026. Interested developers and builders must be committed to a timeline that meets this deadline. Attachment 'B' includes the guidelines for the CDBG-DR Program.

Site Description
East Manawa Subdivision is a 93-acre master-planned, residential development project generally located south of Veterans Memorial Highway along the west side of East Manawa Drive. The neighborhood is also designed to incorporate current best urban planning practices such as: mixture of housing typologies; buildings constructed with custom setback distances from the adjacent public realm, pedestrian mobility and walkability via sidewalks. A map illustrating existing development within the neighborhood is included with this RFP as Attachment 'C'. Currently the site is vacant land but the City plans to continue development of the area as funding is available.

The site will be rezoned to R-3 Low-Density Multi-Family Residential with a PR/Planned Residential Overlay. Per Section 15.128 of the Council Bluffs Municipal Code (Zoning Ordinance), the PR-Overlay is intended *"Provide for innovative and imaginative development through flexibility in subdivision and site layout, placement of buildings, a variety of housing types, efficient diversification of land uses, alternative modes of transportation, pedestrian and vehicular interconnections, use of open space, conservation of natural habitats and wildlife, and related architectural design, off-street parking and signage considerations".* A copy of the complete PR District zoning regulations is included with this RFP as Attachments 'D'.

All subject properties included in this RFP are located in flood zone X (protected by levee).

The propose project will be the construction of ten (10) four-unit single-family attached units (40 total units). The selected builder/s shall be required to use the provided plans and meet all Energy Star requirements (Attachment E).

<u>Value of the Property</u>
Lots will be provided at no cost ($0.00) to meet the IEDA cost caps established for the constructed homes.

Inquiries, Questions and Deadlines
All inquiries/questions regarding this RFP must be directed via the electronic submission system at https://cbiabids.ionwave.net/. Any changes or additions to the RFP information will be sent to via Ion Wave. Any other contact in reference to this RFP prior to the time of an award decision will not be addressed.

RFP Issued:	**August 26, 2025**
Q&A Ends:	**September 11, 2025 at 3:00 pm (CST)**
Answers Posted:	**No later than September 12, 2025 at 3:00 pm (CST)**
RFP Due:	**September 26, 2025 by 4:00 p.m. (CST)**

All proposal responses must be submitted through the City's bidding platform IonWave. Any questions received via email, phone, in person, or after that deadline will not be addressed by any City personnel. Answers to questions received prior to the deadline will be posted on Ion Wave. https://cbiabids.ionwave.net/Login.aspx.

Proposal and Submittal Requirements
In a clear and concise manner, developers must submit proposals that demonstrate the developer's capacity to satisfy the requirements of this RFP. Proposals do not need to be elaborate or costly, but should be prepared in a professional manner. The following information to be submitted for consideration include:

a. Cover Page – Summary of qualifications. Include relevant contact information.

b. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development including size and nature.

c. Staff and Capacity – Provide a list of all individuals and firms that will work on the project including technical providers and subcontractors. Include resumes of key and technical staff.

d. Federal and State Program Experience – Provide firms past experience with federally funded projects including Community Development Block Grant and State of Iowa grant management and federal requirements relating to Davis-Bacon Prevailing Wages and Section 3 Businesses.

e. National Green Building Standard – Provide firms experience with National Green Building Standard (NGBS) and related projects.

f. Financial Security – At submission, a pre-qualification letter from the financial institution is required. Additionally, include a narrative outlining the level of financing and justification it is sufficient to meet the needs of the project. Awardee shall be required to provide a financing commitment letter to the City no later than October 21, 2025.

g. Project Timeline and Budget – A timeline for the project design, bidding, construction and occupancy. Firm will be evaluated on ability to complete project in a timely manner and within budgetary constraints.

h. SAM.gov Registration – Must be registered in SAM.gov and show not on debarred list.

Proposal Evaluation
The project proposals will be reviewed based on the following evaluation criteria:

1. Developer's Experience and Capacity (70%): The makeup/description of the developer's project team. The preferred developer will have significant experience in the construction residential development. The names of individuals involved and the roles they will perform must be listed. Provide a description of the qualifications and experience of the specific individuals who will be involved in the work described in this RFP, including staff and other professionals. Developers and builders are encouraged to partner together.

2. Financial Security (15%): Firms shall be required to quantify the level of financial commitment from their lending institution. A minimum of a pre-qualification letter is required with submission.

3. Timeline, Budgetary Compliance and Unit Count (15%): The number of units the developer is able to construct during the allotted timeline and within the budgetary constraints of the program. Preference will be giving to developers/builders that can commit to at least 20 or more units.

The above information will be used to select qualified developers. Upon developer selection, development agreements will be negotiated and executed.

General Provisions

1) Submittal Ownership/Costs: Upon submission, all information becomes the property of the City of Council Bluffs. The City has the right to use any or all ideas presented in any submission in the response to this RFP, whether or not the submittal results in a contract with the submitting Developer. All costs for development of the written submittal and any oral presentation are entirely the obligation of the Developer and shall not be reimbursed.

2) Non-Warranty of Request for Qualifications: The City shall not be responsible for any error or omission in this RFP, nor for the failure on the part of the Developers to ensure that they have all the information necessary to affect their submittals.

3) Request for Clarification: The City reserves the right to request clarification of information submitted and to request additional information of one or more Developers, either orally or in writing.

4) Disqualification: During the entirety of the RFP/RFQ process, including the evaluation and award period, potential proposers, their agents, and representatives are strictly prohibited from contacting any City staff, elected or appointed officials, consultants, architectural or engineering firms, or any other entity involved with this project outside of the formal question process on Ion Wave. Any such unauthorized contact will result in disqualification of the proposer from consideration.

5) Acceptance/Rejection of Submittals: The City reserves the right to accept or reject any or all submittals in whole or in part, with or without cause, to waive technicalities, or to accept submittals or portions thereof, which, in the City's judgment, best serve the interest of the City of Council Bluffs.

   The City reserves the right to allow alterations, modifications or revisions to individual elements of the Scope of Services any time during the period of contract, which results from this RFP.

6) Indemnification: The selected Developer shall: (1) faithfully perform said Contract on City's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the City from all costs and damages which said City may suffer by reason of failure to do so; and (3) fully

reimburse and repay said City all outlay and expenses which said City may incur in making good any default.

The selected Developer shall protect, defend, indemnify and save harmless the City, its agents, boards and employees, collectively referred to as "Indemnitees", from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Developer, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Developer's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Developer's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Developer shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

7) Insurance: The selected Developer shall carry and maintain during the life of the contract insurance as deemed appropriate by the City of Council Bluffs. Specific amounts and types of insurance will be detailed in the negotiated development agreement.

8) Collusion: The Developer, by submitting a Proposal, declares that the submission is made without any previous understanding, agreement or connections with any persons, Developers or corporations making a competing submission on the same project, and that it is in all respects, fair and in good faith without any outside control, collusion or fraud.

9) Consideration of Submittals: Proposals will be considered from Developers normally engaged in providing and performing services as specified in this RFP. The Developer must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine the ability to perform in accordance with specifications, terms and conditions before recommending any award.

10) Discrimination Clause: According to the City of Council Bluffs Municipal Code 1.40, discrimination of race, color, religion, creed, sex, sexual orientation, gender identity, national origin, age or mental or physical disability is prohibited in any form. This extends to any and all partner agencies and contractual obligations.

Attachment A

Site Map

Attachment B

IEDA 2019 Single Family Housing Production and Down Payment Assistance Program Guidelines

2019 Single Family Housing Production and Downpayment Assistance Program

Program Purpose

To assist in the long-term recovery to the 2019 floods by providing for long-term, quality, single-family housing that is resilient to future natural disasters and affordable to low to moderate income households.

Version History

Version	Date	Summary Description
1.0	December 2020	Round 1 Launch
2.0	July 2021	Round 2 Launch
2.1	November 2022	Update for Fair Housing for New Applicants
2.2	June 2022	Update to Disaster Tieback, Removal of redundant already in the Combined Policies & Procedures Manual
2.3	November 2023	Update to downpayment assistance parameters, disaster impact marketing period
3.0	May 2024	Round 3 Launch

Administration

This program is administered by the Iowa Economic Development Authority (IEDA). IEDA is a state agency which administers Community Development Block Grant-Disaster Recovery (CDBG-DR) awards issued to the State of Iowa by the U.S. Department of Housing & Urban Development (HUD). Administrative activities are led by the IEDA Disaster Recovery Team Lead and members of both the Disaster Recovery and Federal Programs teams.

Available Funds

Program	Budget
For Sale Housing	$31,350,500.27

Eligible Applicants

Units of general local government (UGLGs) are the eligible applicants for these funds. This includes all city, tribal, and county governments within Mills, Fremont, and Harrison counties. For Round 3 of new housing, UGLGs in Pottawattamie County are also eligible. All program funds from Rounds 1 and 2 will be allocated to the HUD MID area (Mills, Fremont, and Harrison counties. Round 3 will be allocated to the HUD MID area and Pottawattamie County. Subrecipients of Rounds 1 and 2 which were awarded 5 or more units of single-family new construction (other than communities which received 2019 CDBG-DR FEMA Match buyout funds) are not eligible for Round 3. UGLGs will identify a developer on their applications to IowaGrants and enter into a development agreement once Release of Funds has been issued by IEDA.

Application Rounds

Round 1: IEDA will open an initial competitive round for $5,000,000 in single family new housing construction with down payment assistance. This round will allow the State to establish a competitive review process, gauge the capacity of the region for new single-family housing, and support local housing markets. Additional funds may be awarded through this round if the demand of quality applications exceeds this amount. Otherwise, future rounds will be established, at no less than one round per year, until the funds in this program are expended.

Round 2: IEDA will open a second competitive round of new production housing. IEDA's 2019 CDBG-DR Action Plan allowed $15,000,000 for the production of new single-family housing. In Round 1, IEDA awarded: $121,500, leaving $14,898,750 remaining for this competitive round. Additionally, $10,000,000 is available for public infrastructure needs in support of these new housing units. If requests do not expend all available funding, future rounds will be established at no less than one round per year until the funds in this program are fully expended.

Round 3: IEDA will open a third competitive round for up to $8,140,000 in new housing for sale and infrastructure in support of housing. This third round will allow the State to expand new housing opportunities into a county where many residents displaced from the 2019 disaster relocated and expand further housing recovery options in the HUD MID area.

Application Workshops

Round 1 Application Workshop Date:	December 9, 2020
Round 1 Green Streets Workshop Date:	December 10, 2020
Round 2 Application Workshop Date:	July 13, 2021
Round 3 Application Workshop Date:	June 18, 2024

National Objective and Eligible Activities

This program is designed to meet the Low to Moderate Income Housing (LMH) national objective. Eligible activities include: New construction, acquisition, clearance, and homeownership assistance; HCDA Section 105(a) 1,4,5,8,11,14,15,24; applicable waivers identified in the 2019 CDBG-DR Federal Register notices.

Disaster Tieback

This program addresses the unmet needs tied to providing new resilient, affordable housing to improve the housing stock in the disaster-impacted MID areas. The State intends to market to first-time homebuyers to assist with the disaster's impact on the rental community but will not restrict the program to first-time homebuyers. The State currently anticipates the creation of 115 new single family housing units over the life of this program.

Housing Requirements

This program's intent is to help the affordable housing market recover from the 2019 floods in the MID areas and provide for more resiliency in the affordable housing market to future natural disasters. With that, there are numerous requirements that come with federal assistance related to affordability, home construction, and project management.

IEDA will seek to award program funds to a diverse range of neighborhoods and communities in order to not concentrate LMI housing in a singular area. IEDA will also seek to award a variety of housing types to provide disaster-affected households a range of options, including options for those experiencing disabilities.

IEDA will make awards to cities/counties/tribes for the construction of new housing. Subrecipients may enter into a development agreement with a developer who maintains site control of the project site. A **developer** is a for-profit or nonprofit individual or entity that the grantee provides CDBG-DR funding to for the purpose of constructing new housing on vacant or demolished properties. Local government agencies, local housing authorities, and tribal governments are not developers and would need to procure if awarded and not working with a private or nonprofit developer.

All housing units must be sold to Low to Moderate Income (LMI) households. These are households that make at or below 80% of the area median income of the county in which the housing unit is built. Income verifications must be completed in accordance with 24 CFR 5.609 (Part 5 Annual Income). Income verifications are valid for 12 months from the date verification is completed.

During the affordability period, initial and subsequent homeowners of units constructed under this program will be required by provide **proof of primary occupancy** to IEDA upon request.

Second homes are not allowed. Second home is defined as a home that is not the primary residence of the owner, tenant, or any occupant at the time of the disaster or at the time of application for CDBG-DR assistance. This program will not fund second homes and all homes built must be the primary residence of an LMI household.

The **affordability period** will be 5 years for single-family housing units. Housing construction offset amounts per unit will be recorded as a forgivable mortgage on a monthly receding basis and subject to recapture from the homeowner if the housing unit is sold during the affordability period to a non-LMI household.

The **maximum sale price** of the housing units cannot exceed $175,000 for initial occupancy. This figure affords the widest available opportunities for LMI households to purchase the housing units while, coupled with program housing construction offsets, still allow for the construction of high-quality housing exceeding the sale price in value. For instance, a developer could still retain a similar margin on a $275,000 home if requesting the full $100,000 in housing construction offsets available through this program.

Projects of 8 or more housing units are subject to **Davis Bacon** prevailing wage requirements. All infrastructure in support of housing is subject to Davis Bacon.

All construction projects receiving more than $200,000 in HUD assistance (including CDBG-DR) are subject to **Section 3.**

All units shall be designed and constructed in accordance with all locally adopted and enforced **building codes** and standards. In the absence of locally adopted or enforced building codes and standards, the requirements of the current Iowa State Building Code shall apply.

All units are subject to the ICC 700 National Green Building Standard (NGBS) or **Iowa Green Streets Criteria** requirements. All applicants will be required to participate in a project-specific

design consultation with IEDA prior to submitting their application. This will ensure that the project is designed in compliance green building requirements and are incorporating stormwater management and green building practices into designs.

All projects of 5+ units following NGBS or Iowa Green Streets will be required to design at least 7% of units (no fewer than 2) to the universal design requirements of Iowa Green Streets, which ensures access to persons with mobility, hearing, or vision impairments. Any exceptions to universal design granted under this program will not reduce the total number of universally-designed multifamily units fellow the federal ADA requirements of 5% of the project being accessible for persons with mobility impairments and 2% of the project being accessible for persons with hearing or vision impairments.

All homes funded under Round 3 must be constructed with a **basement (**if geotechnically feasible) and a **garage** in order to expedite the sales process of the homes.

Any **conversion project**, where new housing units will be created within an existing structure, must demonstrate that the space is not currently used for housing and has not been housing in the recent past. No housing rehabilitation will be considered eligible: only the conversion of space into new, additional housing units.

The **maximum number of units** awarded in a project cannot exceed 40 units unless granted an exception by IEDA based on demonstrated need in a housing needs assessment.

The developer must **own the project site or be able to demonstrate site control** at the time of application.

Any actions to acquire property in anticipation of, or in receipt of, a federal CDBG-DR award may be subject to the **Uniform Relocation Act** and **Section 104(d)** of the Housing & Community Development Act.

All units must be constructed **outside of the mapped 100-year floodplains.** No exceptions will be granted to the 100-year floodplain restriction while projects within the 500-year floodplain restriction will be scored lower than projects located outside of flood hazard areas.

All housing units must be **connected to utilities** at the time of completion, including to municipal water, sewer, and broadband. No applications proposing connections to wells or septic tanks will be accepted. All housing units must be connected to publicly owned streets.

Any **contingencies** proposed in the application budget may not exceed 16%. **Developer fees** proposed in the application budget may not exceed 10%.

Residential properties containing businesses may only be included in the program when it can be clearly shown that CDBG-DR funds will not benefit businesses on the property. Program files will document how the costs were allocated between the residential portion and the business portion of the building.

Prior to the Grantee's (IEDA) obligation of funds for construction, developers will demonstrate that the engineering co-design for a project is feasible, prior to the obligation of funds by IEDA for construction. IEDA will also require that the subrecipient demonstrate construction financing and submit supporting documentation for estimated project costs prior to Release of Funds.

IEDA will reimburse funds for **actual costs incurred** up to the CDBG-DR award amount. Claims for reimbursement will be submitted via IowaGrants. The subrecipient shall maintain a file of all claim supporting documents, invoices, payments, and approval. Overhead and profit reimbursement for general contractors and subcontractors is limited to 10% overhead and 10% profit. Starting with Round 3, reimbursements will be limited to the hard costs of construction and no soft costs apart from profit and overhead. If applicable, mobilization will be paid at 25% once 5% of the project has been completed, 10% once 50% of the project has been completed, and 100% once 50% of the project has been completed in accordance with SUDAS standards.

Claims are due within every 3 months. CDBG-DR assistance may be drawn down amid construction with supporting documentation of costs incurred submitted with the claim on IowaGrants. The final drawdown for reimbursement will only be granted once the "Demographic Data Collection" information is completed in IowaGrants.

10% of awarded funds will be withheld as a retainage until 100% of all invoices with all costs claimed are submitted to IowaGrants, reviewed, and approved. The subrecipient, in coordination with the grant administrator, will reduce the IowaGrants requested amount by the retainage so that the claim is paid in full.

Once closeout and compliance are complete, the subrecipient will claim the final 10% and IEDA will issue payment.

Federal regulations require FEMA National **Flood Insurance** for all federally-funded projects located within a Specific Flood Hazard Area-**100 year floodplain**. Insurance will be obtained before work begins and must be maintained at minimum throughout the remaining project and closeout. IEDA requires flood insurance for new housing units constructed in the 500-year floodplain. This flood insurance requirement does not apply to areas with reduced flood risk due to levee (Zone X)

Subrecipients shall follow the federal **procurement** requirements detailed in the 2019 CDBG-DR Policies and Procedures Manual for CDBG-DR projects and in 2 CFR Part 200. Any procurement conducted by the subrecipient must comply with the procurement policy in the 2019 CDBG-DR Policies and Procedures Manual.

For this program, **developers do not need to procure their contractors or subcontractors** in accordance with HUD policy "Guidance on the Procurement of Developers and Subrecipients – June 1, 2012". https://files.hudexchange.info/resources/documents/NSPPolicyAlert_ProcurementDevelopersSubrecipients.pdf.

Any construction contracts procured through awarded projects must comply with the Bonding Requirements noted in the Procurement Policy in the 2019 CDBG-DR Policies and Procedures Manual.

All projects **must be cost reasonable**. IEDA will determine project cost reasonableness through the competitive application comparison, review, and selection processes and may obtain third-party verification on a case-by-case basis. As such, application budgets must be thorough and accurate for evaluation.

The subrecipient will maintain safety procedures designated by federal and state law for construction of new buildings.

Timeliness

All projects will be tracked by the IEDA project manager in the annual risk assessment for their timeliness in completion. The budgetary discrepancy limits are as follows for a 2-year project:

Year	Projected Expenditure	Discrepancy
Year 1	50%	40%
Year 2	100%	10%

The budgetary discrepancy limits for a 3-year project are as follows:

Year	Projected Expenditure	Discrepancy
Year 1	33%	60%
Year 2	67%	40%
Year 3	100%	10%

If the spending differential is found to be greater than the limit shown, the project manager will determine the reason by reviewing current reporting narratives or metrics to determine if the spending is reasonable in regards to the status of tasks and deliverables. The project manager will also determine if the delays in spending or the completion of deliverables/tasks can potentially result in a negative impact to the project. If the discrepancy in spending or progress is deemed reasonable, the project manager will continue to monitor the expenditures.

If the project manager has concerns about the spending discrepancy or the status of project deliverables/tasks, or the recipient has reported a spending discrepancy for 2 consecutive years, the project manager will confer with the Disaster Recovery Team Lead for next steps. One of the following action items will be taken:

- Annual spending projections will be amended
- Project manager will continue to monitor the project status
- A meeting with partner management will be held. Partner will submit revised quarterly budget projection and/or a plan to overcome progress delay.
- Terminate the agreement.

Housing Construction Offset Amounts

Housing Construction Offset Per Unit	Green Streets Plus/Mitigation Incentive Per Unit	Down payment & Closing Cost Assistance Per Unit	Infrastructure in Support of Housing Per Unit
$100,000 (Round 1 and 2) $125,000 (Round 3)	No cap (Round 1 & 2) $25,000 (Round 3)	$20,000 (Round 1 and 2) $35,000 (Round 3)	No cap (Round 1 & 2) No more than $70,000 per unit (Round 3)

Housing construction offset amounts are awarded as a non-receding forgivable loan and will be forgiven at the time of sale to an LMI qualified buyer, at which point the difference between the home's appraised value and sales price of the housing construction offset will be recorded as a homebuyer construction subsidy and receding forgivable mortgage for the housing unit's

affordability period. Downpayment & homebuyer assistance was allocated at $20,000 per unit for Rounds 1 and 2 and $35,000 for Round 3. It was backfilled to $35,000 per unit for projects open as of May 1, 2024.

*-Infrastructure in support of housing will be awarded competitively and not available to every awarded unit.

Green Streets Plus/Mitigation Incentive

Mitigation activities are those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to, and loss of property, and suffering and hardship, by lessening the impact of future disasters.

This program is proposing the Green Streets Plus housing construction offset at no cap per unit (for Round 3 to be referred to as the Mitigation Incentive at no more than $25,000 per unit) to increase the housing units' resilience to future natural disasters, lessen the impact of future natural disasters, and reduce LMI households' suffering and hardship after a natural disaster has destroyed or damaged their home.

IEDA will utilize the Iowa Green Streets Criteria and Fortified® Home, where these standards exceed the Iowa Green Streets, to manage the proper installation and completion of elements funded under this housing construction offset. If using NGBS, the equivalent standard if applicable under NGBS may be followed instead of Green Streets.

Eligible activities for the Green Streets Plus/Mitigation Incentive Housing Construction Offset include but are not limited to:

Green Streets Criteria Number	Description	Disaster Mitigation	County Eligibility
1.8	Resilient Structures	Thunderstorm, lightning, & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie
3.4	Surface Water Management (1.25" rainfall)	Flood, Flash Flood, Drought	Mills, Fremont, Harrison, Pottawattamie
3.5	Surface Water Management (2.5" rainfall)	Flood, Flash Flood, Drought	Mills, Fremont, Harrison, Pottawattamie
5.2b, 5.3a, 5.3b	Moving to Zero Energy	Extreme heat, severe winter storm, thunderstorm, lightning & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie

5.4	Achieving Zero Energy	Extreme heat, severe winter storm, thunderstorm, lightning & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie
5.13 Fortified® Roof	Fortified® Roof	Thunderstorm, lightning, & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie
5.13 Fortified® Silver	Fortified® Silver	Thunderstorm, lightning, & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie
5.13 Fortified® Gold	Fortified® Gold	Thunderstorm, lightning, & hail; tornado & windstorm	Mills, Fremont, Harrison, Pottawattamie

If requesting an additional mitigation item not listed in the table above, reach out IEDA prior to submission. Email confirmation of the request's eligibility must be included in the application.

If mitigation reimbursable project costs are less than the requested funding amounts, IEDA will allow subrecipients to redirect those funds into other housing and infrastructure aspects of the awarded project.

Infrastructure in Support of Housing

Infrastructure in support of housing can only be claimed when used in support of public infrastructure. The public infrastructure must be owned and maintained by the city/county/tribe through either the transfer of ownership or another legal agreement. Starting with Round 3, all public infrastructure must be procured by the subrecipient and constructed under the oversight of the subrecipient. If the real property for the infrastructure is owned by the developer, it will be sold to the subrecipient for no more than $1 after Release of Funds has been issued by IEDA.

Public infrastructure must be accessible to the general public and serve a delineated service area. No utilities on private property will be considered public infrastructure (e.g., service lines from the right-of-way into the housing unit). Examples of public infrastructure include but are not limited to:

- Streets
- Street curbs and gutters
- Street trees
- Access roads
- Bridges
- Sidewalks
- Multi-use paths/trails

- Water lines and supporting infrastructure (if owned and operated by a publicly owned utility).
- Sewer lines and supporting infrastructure (if owned and operated by a publicly owned utility).
- Stormwater lines and supporting infrastructure (if owned and operated by a publicly owned utility).
- Electric, gas, and broadband lines (if owned and operated by a publicly owned utility. Rural electric cooperatives are not considered publicly owned utilities. Assistance to private utilities is allowable under a waiver granted to the State of Iowa under 87 FR 75644 as applied according to the Combined Policies and Procedures Guide)

For all applications that require the construction of infrastructure in support of housing, the applicant will provide a line-item request for each infrastructure item based on anticipated costs of construction, provide support documentation for these costs, and demonstrate that funding is not available through other existing federal, state, or local programs (e.g. TIF, DOT, general fund, etc.). All infrastructure in support of housing is subject to federal labor standards and Davis Bacon prevailing wage compliance. Infrastructure contracts must be separate from housing contracts.

Infrastructure in support of housing is available to both the owner-occupied and rental new housing construction programs. Higher scoring applications in both programs will receive the first opportunity to access these funds based on a demonstration of need.

All infrastructure in support of housing construction is subject to Davis Bacon if it exceeds $2,000 in funds. Infrastructure in support of housing that is constructed by a developer is exempt from procurement in accordance with HUD policy "Guidance on the Procurement of Developers and Subrecipients – June 1, 2012". https://files.hudexchange.info/resources/documents/NSPPolicyAlert_ProcurementDevelopersSubrecipients.pdf.

Infrastructure in support of housing that is constructed by the subrecipient is subject to procurement. Any construction contracts procured through awarded projects must comply with the Bonding Requirements noted in the Procurement Policy in the Combined CDBG-DR Policies and Procedures Manual.

Program	Budget
Infrastructure in Support of Housing	$39,687,169.73

Down payment and Closing Cost Assistance

Eligible LMI buyers approved for a mortgage will have access to downpayment assistance up to 100% of lender required downpayment and applicable closing costs. Households requiring co-signers from outside of the purchasing household are ineligible. This will be filed as a forgivable mortgage on a monthly receding basis for 5 years and subject to recapture if the housing unit if

the LMI buyer transfers, sells, vacates, or abandons the property during the 5-year period, unless such sale or transfer meets the requirements of these guidelines or IEDA provides approval in advance of the transfer.

Downpayment assistance may be used for up to 100% of the required downpayment, applicable closing costs, principle write-down, interest rate subsidization, and assist in paying private mortgage insurance. First year's insurance and taxes will not be eligible for assistance.

Downpayment assistance will only be provided for mortgages with a term of 33 years or less. No balloon payment loans are eligible. No private loans are eligible.

Homeowners that refinance their property within the 5-year period may only do so for the purpose of lowering their interest rate and not for the purpose of receiving funds by cashing out equity. Refinancing to lower the interest rate will require verification from the lender that no funds will be received and a subordination agreement between the homeowner and the subrecipient is required. If the homeowner receives funds from refinancing, they will be required to repay all CDBG-DR funding.

IEDA estimates that this assistance will not exceed $20,000 per housing unit in Rounds 1 and 2 ($35,000 per unit in Round 3) and $20,000 per unit in Rounds 1 and 2 ($35,000 in Round 3) will be awarded unless the need is higher. Projects awarded in Rounds 1 and 2 will have increases to $35,000 per unit for their downpayment assistance as of May 1, 2024. Homebuyers should apply for State and local homebuying assistance programs (e.g., Iowa Finance Authority programs) before applying for CDBG-DR assistance to avoid a Duplication of Benefit.

IEDA encourages the use of USDA Section 502 Direct Loans, which tend to offer lower interest rates and no required down payment for LMI buyers. These loans are available in the entirety of Harrison, Mills, and Fremont counties and for rural areas in Pottawattamie County.

Promoting Equity in Recovery

This program is intended to help impacted residents, protected classes, vulnerable populations, and members of underserved communities. Subrecipients will be expected to reduce barriers to individuals impacted by disaster, protected classes, vulnerable populations, and members of underserved communities in accessing the housing market. These classes include:

Population	Type	Population	Type
Race	FHA, Iowa Civil Rights Act Protected Class	Disability	FHA, Iowa Civil Rights Act Protected Class
Color	FHA, Iowa Civil Rights Act Protected Class	Sexual Orientation	Iowa Civil Rights Act Protected Class
National Origin (including immigrants & refugees)	FHA, Iowa Civil Rights Act Protected Class	Gender Identity	Iowa Civil Rights Act Protected Class
Religion	FHA, Iowa Civil Rights Act Protected Class	Citizenship	Iowa Civil Rights Act Protected Class
Sex (including sexual orientation and gender identity)	FHA, Iowa Civil Rights Act Protected Class	Political Affiliation	Iowa Civil Rights Act Protected Class

Familial Status	FHA, Iowa Civil Rights Act Protected Class	Indigenous Populations	Vulnerable & Underserved Population

Subrecipients will be expected to expedite the recovery of these populations and their participation in this program by conducting efforts including but not limited to:

- Performing outreach and engagement to understand the needs of impacted participants
- Creating a personalized recovery plan (during the application phase) that addresses the needs of the local community
- Coordinating with government agencies and developers
- Coordinating with local organizations to ensure that refugee and immigrant populations are aware of the assistance and can access it
- Coordinating with local nonprofit organizations that provide services to people experiencing homelessness, people with disabilities, and historically underserved populations to ensure the promotion of the program and help remove their barriers to access the assistance

In the Fair Housing and Outreach plan, for projects awarded after November 1, 2022, applicants should also specify which mandatory and elective activities. **All subrecipients, regardless of award date, must complete at least two of the mandatory activities**, which are as follows:

Mandatory Activity	Description
1	Advertise, publicize, and pass an affirmative fair housing policy that will certify that the local government adheres to the requirements of the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (adoption and use of the Equal Housing Opportunity logo and the Equal Housing Opportunity statement)
2	Identify and publish the name and contact information of a Discrimination Complaint Officer within the agency or jurisdiction for any housing-related bias or discrimination complaint
3	Refer housing discrimination complaints and assist in filing complaints with the Iowa Civil Rights Commission, the U.S. Department of Housing and Urban Development, or a local civil rights commission

All subrecipients must complete at least one of the following elective activities that they will complete. The list of elective activities includes the following:

Elective Activity	Description
1	Advertise the availability of housing and related assistance to population groups that are the least likely to apply through various forms of media (i.e. radio stations, posters, flyers, newspapers, Facebook, city web page) in English and other languages spoken by eligible families within the project service area
2	Include a flyer about fair housing in a local utility or tax bill and send it to every household within the municipality

3	Have the Responsible Entity staff attend a fair housing training or conference
4	Organize a letter writing campaign to local legislators and/or local government staff about the need to fund and support fair housing programs
5	Sponsor trainings for realtors, bankers, landlords, homebuyers, tenants, public housing authority and other city/town employees to educate them on their fair housing rights and responsibilities. This activity MUST be done in collaboration with the Iowa Civil Rights Commission or a local civil rights commission
6	Provide training/educational programs about fair housing for financial, real estate, and property management professionals at local firms, including their obligations to comply with the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (this can be done by partnering with a bank, board of realtors association, or other local group and helping to sponsor a program taught by a qualified entity such as the Iowa Civil Rights Commission
7	Conduct meetings with advocacy groups for members of the protected classes on the availability of affordable and accessible housing and determine housing needs to plan future projects
8	Establish and/or fund fair housing organizations in areas where there are no such organizations
9	Conduct fair housing testing to ensure that local housing providers and/or lenders do not discriminate (fair housing testing must be conducted by a HUD-certified fair housing agency)
10	Assist Housing Choice Voucher program participants to help locate and secure housing outside of racially concentrated areas of poverty (RCAPs) or outside of areas nearby RCAPs
11	Conduct outreach to housing providers and housing developers to discuss affordable and accessible housing needs in RCAPs and near RCAPs
12	Evaluate the local zoning ordinance against fair housing benchmarks identified in this AI, using the Zoning Risk Assessment Tool. Evaluate the need for amendments to the zoning ordinance and make them.
13	Organize a tester recruitment event in collaboration with the Iowa Civil Rights Commission to help document instances of housing discrimination.

IEDA monitoring will include reviewing efforts indicated in the Fair Housing and Outreach Plans, for projects awarded after November 1, 2022, along with the mandatory and elective activities to affirmatively further fair housing for all projects.

Tieback: Disaster-Affected Households

The purpose of this program is to provide affordable new housing opportunities outside of the special flood hazard area in the MID area (Mills, Fremont, and Harrison counties). Preferably, these housing units should be occupied by persons impacted by the 2019 disaster.

Considerable time passed between the March 2019 disaster, HUD's signing of the 2019 CDBG-DR grant agreement with the State of Iowa in December 2020, the launch of housing rounds in January 2021 and September 2021 and September 2024, and the completion of the first units in calendar year 2023. However, it is important to maintain the tieback to the disaster event.

All housing units built must be marketed to persons impacted by the August 2019 Floods for 4 months before being offered to an eligible member of the public. Impact includes but

is not limited to: property damage, property loss, displacement, buyout, loss of business, loss of employment, economic loss, commute time to employment or childcare significantly increased due to disaster impact, physical or mental health issues related to the disaster, etc.

The State will notify LMI beneficiaries of the FEMA Match Buyouts of the opportunity to purchase homes. This notification will occur prior to the sale of the first homes and will include all of the awarded housing opportunities with anticipated project timelines.

The State does not want completed housing units sitting empty for 4 months before being able to be sold to an income-eligible member of the public. For this reason, the State is proposing several steps to ensure that disaster-impacted residents have the first opportunity to buy the housing units:

Spec House Approach:

This policy and procedure update is effective April 3, 2023.

Step 1: Marketing

No more than 8 months out from the completion of housing units, the developer will reach out to the grant administrator to begin marketing the homes and establishing a pool of eligible buyers. All marketing materials must contain approximately the following language:

"Those who were impacted by the Spring 2019 floods will receive the first opportunity to purchase the homes".

The grant administrator will also receive a sample of marketing materials. Once the developer has notified the grant administrator of marketing efforts beginning, the 4-month period will commence.

Step 2: Income Qualification

During the 4-month disaster impact marketing window, the grant administrator will receive applications from persons interested in purchasing the home. This application will include a self-certification for applicants to certify their disaster impact and provide an explanation of how they were impacted by the disaster.

Only applicants with a disaster impact will be income-qualified and receive approved applications during the 4-month window. Applicants will then proceed to mortgage underwriting with the lender of their choosing. Income qualifications are valid for 12 months and there should be an expected opportunity to purchase homes within 8 months of income qualification.

Step 3: Sale of Units

When housing units are completed or it is appropriate to sign a purchase agreement, developers will notify approved applicants on a first come, first serve basis. Provided that disaster impacted persons will be the first ones to be income qualified and put onto a list of eligible buyers as maintained by the developer and grant administrator, disaster impacted residents will have the first opportunity to purchase the homes.

Disaster-impacted residents income qualified within the 4-month marketing window will have at least 30 days to secure approval from a lender and sign a purchase agreement to hold their place in the queue. Once all disaster-impacted approved applicants have been contacted to

secure approval and sign a purchase agreement and at least 30 days have passed, approved LMI applicants of the general public will be contacted on a first come, first serve basis and have at least 30 days to secure approval from a lender and sign a purchase agreement.

Buyer Pool Approach:

This policy and procedure update is effective December 1, 2023.

Step 1: Marketing

At a developer-chosen time after IEDA approval of the environmental review, the developer will reach out to the grant administrator to begin marketing the homes and establishing a pool of eligible buyers to sign purchase agreements for new construction. All marketing materials must contain approximately the following language:

> *"Those who were impacted by the Spring 2019 floods will receive the first opportunity to purchase the homes".*

The grant administrator will also receive a sample of marketing materials. Once the developer has notified the grant administrator of marketing efforts beginning, the 4-month period will commence.

Step 2: Income Qualification & Sale of Units

During the 4-month disaster impact marketing window, the grant administrator will receive applications from persons interested in purchasing the home. This application will include a self-certification for applicants to certify their disaster impact and provide an explanation of how they were impacted by the disaster.

Only applicants with a disaster impact will be income-qualified and receive approved applications during the 4-month window. Applicants will then proceed sign a purchase agreement for the construction of their new home with earnest money of no greater than $500 required. Income qualifications are valid for 12 months and there should be an expected opportunity to purchase homes within 9 months of signing the purchase agreement for new construction.

Provided that disaster impacted persons will be the first ones to be income qualified and put onto a list of eligible buyers as maintained by the developer and grant administrator, disaster impacted residents will have the first opportunity to purchase the homes. Once all disaster-impacted approved applicants have been contacted to sign a purchase agreement and at least 30 days have passed, approved LMI applicants of the general public will be contacted on a first come, first serve basis and have at least 30 days to sign a purchase agreement.

Project Delivery

IEDA will only award applications with a project delivery entity indicated on the application. All non-entitlement subrecipients (cities/counties/tribes) will be required to contract with a council of government or procure an IEDA-approved consultant for project delivery services. Under Iowa law, procurement is not required for grant administration if a local government chooses to use their council of government (COG). MAPA is the council of government for Pottawattamie

County. MAPA and SWIPCO are the councils of government for Mills County. SWIPCO is the council of government for Harrison and Fremont counties. COG or consultant staff working with the project will be required to maintain an active IEDA Certified Grant Administrator certification.

IEDA will award up to $5,000 per unit in project delivery for Rounds 1 and 2 ($10,000 per unit for Round 3). The entitlement community, COG, or consultant will provide a lump sum estimate for project delivery in the application for CDBG-DR funding. Project delivery must be substantiated by documentation of costs incurred and cannot be duplicated by another federal funding source. Project delivery includes but is not limited to:

- Environmental Review Record documentation, including required publication costs
- Lien development and filing
- Mortgage recording
- Income verification
- Federal Labor Standards Compliance
- Section 3 Compliance
- Davis Bacon (if applicable)
- Financing/interest incurred for project implementation

Exception Policy

IEDA will consider exceptions to the program guidelines on a case-by-case basis. All exceptions must be submitted in writing with the application and include a justification. Exceptions should enhance the benefit to LMI households or areas.

Exceptions cannot violate federal, state, or local laws or regulations. Exceptions must still meet HUD's requirements for necessary and reasonable, comply with federal accessibility standards, and accommodate a person with disabilities if applicable.

A written response will be authorized in writing to the applicant upon approval or denial of the application requesting an exception.

Application Scoring Criteria

IEDA will use the following criteria to rank applications for Round 3:

1. Rank the level of development of plans, renderings, and specifications provided
2. Rank the project's location outside of the 500-year floodplain other than Zone X protected by levee
3. Rank the degree to which the proposed project is consistent with sustainability and smart growth principles and the degree to which the project exceeds the NGBS Silver or the Iowa Green Streets Criteria (higher points for requesting and integrating additional green and resiliency housing construction offsets)

4. Rank whether the project intends to comply with the U.S. Department of Energy Zero Energy Ready Homes program requirements and obtain certification

5. Rank the project's alignment with the applicant's Community Development and Housing Needs Assessment

6. Rank the community's proposed steps to Affirmatively Further Fair Housing

7. Rank how well the project furthers infill, compact, transit-oriented development, and/or orderly development

8. Rank the project's access to biking/walking trails, open space/recreation, and parks

9. Rank the project's access to public transit and/or alternative forms of transportation

10. Rank the project's shovel readiness

11. Rank how well documented the other funding sources are

12. Rank the level of optional local match

13. Rank how detailed the development team is. Does it include email and phone number contact information for all development team members?

14. Rank how experienced the development team is with green and resilient building standards

15. Rank how experienced the development team is with HUD or federally funded projects.

Required Application Documentation

Only complete, timely-received applications will be reviewed, scored, and ranked. Complete applications will complete all required fields in IowaGrants and provide at least the following required documentation unless granted an exception in writing by IEDA:

- **Site Plan** (which clearly shows the project location/s)
- **Project design documents**
- **Documentation of site control** (either Assessor's page showing ownership or executed purchase option with HUD environmental review provisions)
- **Current site/s zoning** and an outline of any needed rezonings with a timeline for completion
- **Resolution of support** from the city/county/tribe
- **Developer Assurances** signed by the developer and city/county/tribe
- **DOB Application Certification** signed by the Developer
- **Support documentation** for project budget (awards will not be issued without this)
- **Support documentation** for Sources and Uses of funds equal to the project budget

- **Completed NGBS or Green Streets Checklist** for baseline standards of compliance
- **Documentation of request** for Infrastructure in Support of Housing (if applicable)
- **Documentation of request** for Mitigation Housing construction offset (if applicable)
- **Outreach plan** to LMI, underserved, and vulnerable populations eligible to purchase a home through this program, including any steps to help prepare them for homeownership
- **RFP** for local selection of housing developer/s.
- **Staffing Plan** identifying and providing communication information for local and COG/consultant staff anticipated to be working on the project if awarded
- **Signed Affirmation of Receipt** of Iowa Attorney General contractor fraud checklist

Post Award Steps to Release of Funds

All funded projects will be required to comply with all federal and state requirements including receiving an environmental clearance before any choice limiting actions. By signing the Developer Assurances, the developer acknowledges and accepts these requirements. By passing a resolution of support and executing a contract with IEDA, the subrecipient (city, county, or tribe) assumes the responsibility of enforcing these requirements as the HUD-designated Responsible Entity (RE) in accordance with 24 CFR Part 58. The following steps will be required post award:

1. IEDA will enter into contract with the city/county/tribe for the award amount
2. The subrecipient will enter into a contract for project delivery if applicable
3. Release of Funds will be issued by IEDA

Release of Funds

Before Release of Funds can be issued by IEDA, an environmental review process in accordance with the National Environmental Policy Act (NEPA) must take place to ensure compliance with all federal and state laws and regulations. An environmental review is an analysis of the impacts of a project on the surrounding environment and the environment's impact on the project itself. An environmental review:

- Ensures HUD-funded projects provide decent, safe, and sanitary housing
- Demonstrates compliance with the 17 federal laws and authorities governing NEPA
- Is a public document that encourages public participation in its development
- Is coordinated by the subrecipient and grant administrator

The timeline for an environmental review generally takes between 4-6 months, but the specific timeline will be dependent on site conditions. The review must be published in the local newspaper of record and will include a 30-day comment period. Once the environmental review checklist is complete, it will be submitted to IowaGrants.

Throughout the environmental review, **no choice-limiting** actions can be committed by the subrecipient or its partners. These include actions to commit or spend CDBG-DR or non-HUD funds for activities including but not limited to:

- Purchase of property or structures (including executing an option agreement)
- Bidding (or advertisement of bids)
- Signing construction contracts or any kind
- Construction, demolition, rehabilitation, repair, conversion, site improvements, and any phase of construction activities
- Platting and rezoning land (can work on preliminary plats and rezoning needs)
- Apply for building permits

The federal nexus is as of the award date. If you have any questions regarding choice-limiting actions, please contact IEDA immediately.

Document Retention

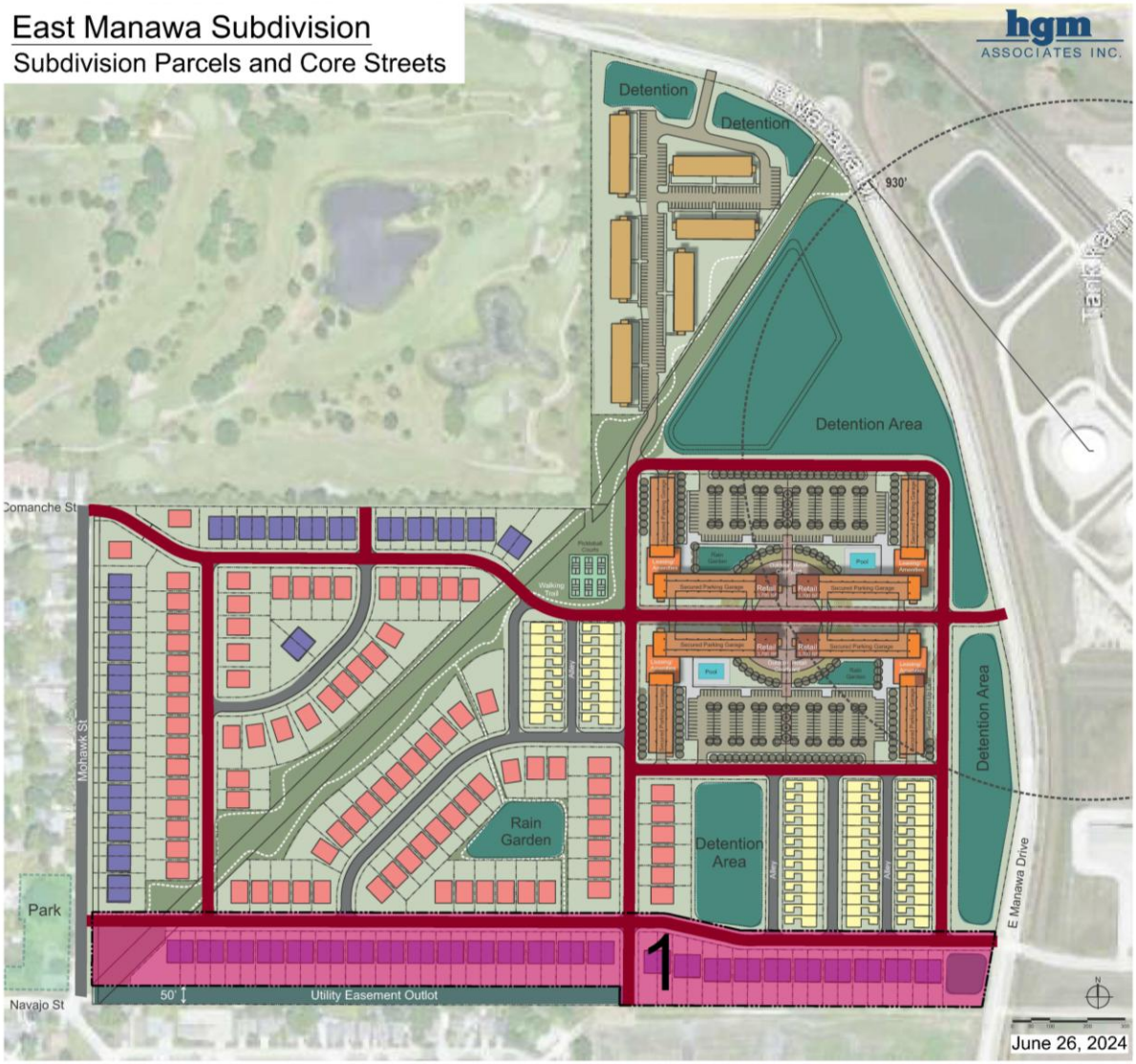
The subrecipient must retain **all documentation** of this project for three years after the entire 2019 CDBG-DR grant between IEDA and HUD is closed. IEDA grant closeout with HUD is anticipated in 2026. Subrecipients should expect to retain all documentation **through at least 2029**. IEDA will notify all subrecipients when documentation retention is no longer required. Subrecipients may also contact IEDA's Federal Programs and/or Disaster Recovery divisions to inquire about document retention times for 2019 CDBG-DR.

Contingency Plan for Unsold Units

The contingency plan for unsold units will be covered in the Combined Policies and Procedures Guide.

Attachment C

East Manawa Subdivision Master Plan



Attachment D

R- 3 Low Density Multi-Family Residential District and Planned Residential Overlay Zoning Code

Chapter 15.10 - R-3/LOW DENSITY MULTIFAMILY RESIDENTIAL DISTRICT

15.10.010 Statement Of Intent

15.10.020 Principal Uses

15.10.030 Conditional Uses

15.10.040 Accessory Uses

15.10.050 Site Development Regulations

15.10.060 Additional Regulations

15.10.070 Signs

15.10.010 Statement Of Intent

The R-3 district is intended and designed for lower density multifamily residential areas of the city. This district permits a variety of housing types and is intended for established and developing areas of the city.

(Ord. 5307 § 1 (part), 1996)

15.10.020 Principal Uses

The following principal uses shall be permitted in an R-3 district:

A. Boarding, lodging, rooming house, or bed and breakfast;

B. Community recreation services;

C. Congregate housing, life care facility or nursing home;

D. Dwelling, multifamily;

E. Dwelling, single-family attached;

F. Dwelling, single-family detached;

G. Dwelling, townhouse;

H. Dwelling, two-family;

I. Family home;

J. Group care home;

K. Local utility services;

L. Park and recreation services;

M. Private parking lot;

N. Public parking lot;

O. Public safety services;

P. Religious assembly;

Q. School.

(Ord. 5917 § 1, 2007)

15.10.030 Conditional Uses

The following conditional uses shall be permitted in an R-3 district, when authorized in accordance with the requirements set forth in CBMC 15.27:

A. Cemetery;

B. Colleges and universities;

C. Commercial recreation (indoor and outdoor);

D. Business, professional office when the floor area for such use shall not exceed two thousand (2,000) square feet;

E. Cultural service;

F. Day care service;

G. Government maintenance facility;

H. Juvenile detention facility.

(Ord. 5917 § 2, 2007)

15.10.040 Accessory Uses

The following accessory uses shall be permitted in an R-3 district:

A. Uses of land or structure customarily incidental and subordinate to one of the principal uses, unless otherwise excluded.

(Ord. 5307 § 1 (part), 1996)

15.10.050 Site Development Regulations

Minimum Lot Size

Use	**Lot Area**
Single-family detached	5,000 square feet
Single-family attached and two-family dwellings	5,000 square feet except when a single-family attached or two-family dwelling is divided by a lot line coinciding with the common wall separating the two units, the minimum lot area shall be 2,500 square feet
Townhouse dwelling	7,500 square feet except when a townhouse dwelling unit is divided by a lot line coinciding with the common wall separating the units, the minimum lot area shall be 2,500 square feet
Multifamily dwelling	
(3 to 4 units)	7,500 square feet
(5 or more units)	9,000 square feet plus an increase of 2,000 square feet per each additional unit

Minimum Setbacks	**Principal Structure**	**Accessory Structure**
Front yard	20 feet	Greater of 20 feet or existing front setback line of principal structure
Street side yard	15 feet	15 feet
Interior side yard	5 feet with one foot indentation for every story above the first floor	3 feet
Rear yard	20 feet	3 feet
Maximum height	60 feet	18 feet
Lot coverage; all structures:	45% maximum	

(Ord. 5307 § 1 (part), 1996)

15.10.060 Additional Regulations

A. Lot Clustering. Minimum Lot Size requirements for single-family and townhouse dwellings may be reduced by a maximum of forty (40) percent for lots located in a cluster subdivision as permitted by CBMC 14.10 and are subject to the following additional requirements:

1. The unit must be located in an approved cluster subdivision;
2. A dwelling unit with a zero side yard on one side shall be either attached on both sides or have a side yard of ten (10) feet from the opposite side lot line;
3. A dwelling unit With a zero side yard shall have no openings on that side abutting the lot line;
4. A dwelling unit which does not have a zero side yard shall have a minimum side yard of five feet;
5. A dwelling unit shall have a minimum front yard setback of ten (10) feet provided that there are two off-street parking spaces located on the same lot;
6. A dwelling unit shall have a minimum rear yard setback of ten (10) feet; and
7. Lot size requirements may be reduced, provided that an equal amount of land area is provided in adjacent common area or open space, exclusive of public and private roadways.

B. Reserved.

(Ord. 5307 § 1 (part), 1996)

15.10.070 Signs

Signage in this district shall comply with CBMC 15.33,

"Signs." (Ord. 5307 § 1 (part), 1996)

Chapter 15.28 - P-R/PLANNED RESIDENTIAL OVERLAY

15.28.010 Statement Of Intent

15.28.020 Applicability

15.28.030 Permited Land Uses And Site Development Regulations

15.28.040 Additional Regulations

15.28.050 Establishment Of A Planned Residential Overlay

15.28.060 Development Plan Review Procedure

15.28.070 Development Plan Completion

15.28.080 Termination Of The Planned Residential Overlay

15.28.010 Statement Of Intent

The Planned Residential Overlay is established to permit flexibility in the use and design of structures and land in situations where conventional development may be inappropriate and where modifications

of requirements of the underlying zone would not be inconsistent with the comprehensive plan or harmful to the surrounding neighborhoods. The PR Overlay is intended to:

A. Provide for innovative and imaginative development through flexibility in subdivision and site layout, placement of buildings, a variety of housing types, efficient diversification of land uses, alternative modes of transportation, pedestrian and vehicular interconnections, use of open space, conservation of natural habitats and wildlife, and related architectural design, off-street parking and signage considerations;

B. Increase and diversify the city's housing stock;

C. Encourage the preservation and use of existing landscape features;

D. Promote efficient land use and infrastructure with smaller networks of utilities and streets;

E. Promote an attractive and safe living environment which is compatible with surrounding residential developments;

F. Provide an alternative method for redeveloping older residential areas and to encourage infill development.

(Ord. 5309 § 1 (part), 1996)

HISTORY
Amended by Ord. 6483 on 2/28/2022

15.28.020 Applicability

1. PR Overlay may be applied to all residential zoning districts, except the R-1M/Single-Family Manufactured Housing District, and the A-P/Administrative-Professional District.

2. PR-1 Overlay (General Master Planned Development). The PR-1 Overlay is intended for general master planned development. The minimum tract of land considered for a PR-1 Overlay shall be one and a half (1 ½) acres.

3. PR-2 Overlay (Site-Specific Infill Development). The PR-2 Overlay is intended for site-specific infill development. A PR-2 Overlay may be applied to any property, or 2 combination of contiguous properties owned by the same person or entity, that contain a maximum of one and one-half (1 ½) acres of total land area; however, at least one of the following shall be included within the development:

1. A minimum of two (2) residential structures.
2. A minimum of one (1) residential structure that contains a minimum of two (2) dwelling units.
3. A minimum of one (1) mixed commercial-residential structure.

4. All PR Overlays existing prior to the effective date of this ordinance shall continue to be governed by all applicable conditions of the adopted development plan on the subject property.

(Ord. 5309 § 1 (part), 1996)

HISTORY
Amended by Ord. 6483 on 2/28/2022 Amended by Ord. 6605 on 5/6/2024

15.28.030 Permitted Land Uses And Site Development Regulations

A. All site development regulations and land uses established as part of an adopted development plan shall supersede those of the underlying zoning district.

B. Land uses. Residential uses as identified in this Section shall comprise the majority of the land area and building square footage for any development. All uses identified in this Section as 'Commercial' or 'Other' shall be clearly subordinate to the overall residential development. The following land uses shall be allowed in a PR Overlay:

1. Residential.

    a. Dwelling, single-family attached;

    b. Dwelling, single-family detached;

    c. Dwelling, multifamily;

    d. Dwelling, townhome;

    e. Dwelling, two-family;

    f. Congregate housing, life care facility, or nursing home;

    g. Family home;

    h. Group care home.

2. Commercial.

    a. Automobile service establishment (limited to the following):

        (1) Car wash;

        (2) Convenience grocery store with retail gasoline sales;

        (3) Electric vehicle charging station;

    b. Boarding, lodging rooming house, or bed and breakfast;

    c. Business, professional office;

    d. Business service establishment;

    e. Club or lodge;

f. Commercial recreation (indoor and outdoor);

g. Commercial storage (only allowed in the PR-1 Overlay, as further limited by Section 15.28.040);

h. Consumer service establishment;

i. Day care services (as further limited by CBMC 15.28.040);

j. Financial service;

k. Hotel/motel;

l. Mixed commercial/residential structure;

m. Newspaper printing;

n. Pawn shop;

o. Restaurants (drive-in/fast food, limited and general);

p. Retail shopping establishment;

q. Storage yard (only allowed in the PR-1 Overlay, as further limited by CBMC 15.28.040);

r. Tattoo parlor;

s. Tavern (as limited by Section 15.28.040).

3. Other.

a. College or universities;

b. Community recreation services;

c. Cultural service;

d. Funeral service;

e. General government use;

f. Governmental maintenance facility;

g. Hospital;

h. Local utility services;

i. Park and recreation services;

j. Private parking lot;

k. Public parking lot;

l. Public safety services;

m. Religious assembly;

n. School;

o. Small alcohol production facility (as limited by Section 15.28.040);

p. Veterinary service.

C. Site development regulations. Site development standards shall be established as part of an adopted development plan and shall include, but not be limited to, the following: minimum lot size, setbacks and building placement, height, lot coverage, signage, off-street parking, block design, architecture, landscaping, streetscapes, pedestrian facilities, screening, utilities, outdoor lighting, fencing and site amenities.

(Ord. 5743 § 1, 2002)

HISTORY
Repealed & Replaced by Ord. 6483 on 2/28/2022

15.28.040 Additional Regulations

A. Storage Uses. Storage uses shall only be allowed in a PR-1 Overlay, and shall be limited to a combined maximum of five percent of the land area designated as commercial within the development. The following storage use regulations shall apply to all storage uses:

1. Commercial storage facilities and storage yards shall be owned and operated by a homeowner's association or management group for the overall development.

2. Storage yards shall be limited to the exterior storage of operable vehicles, including trucks, recreational vehicles, as defined in CBMC 15.03.585, and vessels, as defined in CMBC 15.03.586, and trailers on designated parking spaces. Exterior storage of junk, wrecked, or inoperable vehicles, equipment, and other materials shall not be allowed.

3. Outdoor storage areas shall be completely screened from view at or beyond the property line and shall be designed as a part of the overall development.

B. No tavern or small alcohol production facility shall be located within two hundred (200) feet of any school, place of religious assembly, public park, or any conforming residential use. Distance shall be measured between the closest points from lot line to lot line.

C. In-home day care services shall be subject to approval of a conditional use permit as set forth in CMBC 15.02.090.

(Ord. 5309 § 1 (part), 1996)

HISTORY
Repealed & Replaced by Ord. 6483 on 2/28/2022

15.28.050 Establishment Of A Planned Residential Overlay

A. Procedure. All requests to establish a planned residential overlay shall be considered by the City Planning Commission and the City Council in the same manner as a rezoning request, as set forth in CMBC 15.02.070

(Ord. 5309 § 1 (part), 1996)

HISTORY
Repealed & Replaced by Ord. 6483 on 2/28/2022

15.28.060 Development Plan Review Procedure

A. Application. A development plan shall be submitted to the community development department, along with a filing fee as specified by this title. Upon application submittal, the development plan shall be reviewed in accordance with the procedures outlined below. The following information shall be submitted to the community development department:

1. A letter of intent stating the proposed uses, improvements necessary to serve the development, construction time frame and phasing;
2. The development name and legal description of the boundary;
3. A north arrow, scale, bar scale and date;
4. The names and addresses of the owner, and the architect or engineer preparing the plan;
5. A location map showing the proposed development and its relationship to existing abutting subdivisions and community facilities such as streets, schools, parks, and commercial areas;
6. All established floodway or floodway fringe encroachment limits;
7. A soils and drainage report prepared by the engineer. The report shall show the general soil and drainage conditions and include preliminary recommendations as to the adaptability of the property proposed for development;
8. Location and size of any sites to be considered for dedication to public use;
9. Layout, numbers and dimensions of proposed lots;
10. The location, width, name, grade and typical cross-sections of all proposed streets within the development and the width and name of any platted street located within two hundred (200) feet of the site;
11. The location and width of other public ways, railroad rights-of-way, utility and all other easements, existing or proposed within the development and within two hundred (200) feet;
12. Existing and proposed contour intervals of not more than five feet;

13. All existing and proposed underground installations within the proposed development or adjacent thereto or the location of the nearest available facilities;

14. The location of all existing and proposed structures, proposed parking areas, pedestrian ways, private and public streets, landscaping, screening and fencing;

15. Design, location and size of signage to be installed as part of the proposed development;

16. A photometric plan which shows proposed light pole height, materials and height, light fixture type and design, and other outdoor lighting considerations;

17. Location and area proposed as open space;

18. The number of dwelling units proposed for the development and the general arrangement of buildings; and

19. Architectural drawings, renderings, or other visual documents which illustrate the proposed building design(s).

B. Review by Community Development Department. The community development director shall determine the adequacy and completeness of the development plan application. The community development director may require additional information prior to scheduling review by the city planning commission. The application shall be accompanied by one (1) electronic copy and one (1) paper copy (minimum size: 11 in. x 17 in.) of the preliminary development plan for the entire development.

C. Review by the City Planning Commission. The city planning commission, in reviewing the development plan, shall take into consideration conformance with the comprehensive plan, recognized principles of land use planning, landscape, architecture, the conservation and stabilization of the value of property, adequate open space for light and air, congestion of public streets, the promotion of public safety, health, convenience and comfort and the general welfare of persons using the facility. In addition to the proposed use meeting the general requirements as set forth, the commission in recommending approval of the proposed development plan, may recommend certain conditions to be attached to such use which the commission deems necessary in order to carry out the intent and purpose of this title. Such conditions may include, but are not limited to an increase in the required lot or yard area, control of the location and number of vehicular access points to the property, limitations to the number of signs, limitations to coverage or height of buildings situated on the property because of obstruction to view and reduction of light and air to adjacent property, and required screening and landscaping where necessary to reduce noise and glare, and designation and responsibility for maintenance of the property.

D. Review by City Council. After review of the development plan by the city planning commission, it shall be forwarded to the city council, with its written recommendations, whether for approval or denial, whereupon the city council may take action on the plan. Approval of the development plan shall be by city council resolution.

E. Building Permit Review. The community development director shall review all grading, building, and public works construction permits for compliance with the approved development plan. No grading, building, or public works construction permit shall be issued if determined by the community development director to be inconsistent with the approved development plan. However, the community development director shall have the authority to approve minor changes to the development plan. If the community development director determines that major

changes are requested, review and approval by the city planning commission and city council shall be required.

F. Amendment to Development Plan. Proposed amendments to an approved development plan shall be subject to the same review and approval procedure as an initial application. Minor amendments to an adopted development plan may be administratively approved at the discretion of the Community Development Director.

(Ord. 5309 § 1 (part), 1996)

HISTORY
Amended by Ord. 6483 on 2/28/2022 Amended by Ord. 6531 on 12/19/2022

15.28.070 Development Plan Completion

If the improvements identified in the development plan have not been completed within three years from the date of the city council approval, the development plan shall be void unless an extension of time has been granted prior to the expiration date. The city planning commission may grant a two year extension. In reviewing a request for extension of time, the commission shall consider whether the development plan is in compliance with applicable ordinances, standards for public improvements and the comprehensive plan of the city.

(Ord. 5309 § 1 (part), 1996)

HISTORY
Amended by Ord. 6483 on 2/28/2022

15.28.080 Termination Of The Planned Residential Overlay

If no substantial development has taken place in a PR overlay for three years following approval of the development plan, the city planning commission shall reconsider the zoning of the property and may, on its own motion, initiate an application for rezoning the property.

(Ord. 5309 § 1 (part), 1996)

HISTORY
Amended by Ord. 6483 on 2/28/2022

Attachment E

House Plans

Developer must commit to using the provided house plans.

LAKE MANAWA TOWNHOME (STANDARD)

SUBDIVISION

ADDRESS

GENERAL PLAN NOTES

These working drawings have been prepared by VirtuActive, LLC to meet building conditions and were designed under standard interpretation of the 2018 International Residential Code (IRC 2018) and the amendments adopted by the local jurisdictions. Because codes and requirements can change and may vary from jurisdiction to jurisdiction, VirtuActive, LLC cannot warrant compliance with any specific codes or r egulations. Therefore, each individual contractor, sub-contractor, and supplier on the jobsite should c onsult their local building official to determine the appropriateness between the plan and actual jobsite con ditions and applications.

CONCRETE and FOUNDATIONS:

Footing design assumes 1500 PSF allowable bearing pressure. Foundation wall designs assume 30 PSF equivalent hydrostatic pressure. Concrete contractor to verify soil conditions prior to concrete placement.

Re-enforcing footing as follows:

Spread footings - as noted on plan
20"x10" continuous footing (3) #4's cont.
16"x8" continuous footing (2) #4's cont.
Deck piers - min. 42"below grade (width TBD by plan and rebar as required)

Provide footing dowels to match vertical wall reinforcing.
Reinforcing bars shall be Grade 60 or better.
Concrete contractor to provide ground rebar in footing for electrical contractor.
All concrete shall be min 3000 PSI (28 day comp strength).
All footings shall be a min of 42" below finished grade or deeper.
Anchor bolts must be at least 5/8" in diameter and must extend at least 7" into concrete.
There must be at least 2 anchor bolts per plate section on walls longer that 24".
Anchor bolts must be spaced no more that 6' on center.
One anchor bolt must be located not more than 12" from each end of the plate section

Contractors, sub-contractors, and suppliers shall be aware of and responsible for, but not limited to, the following:

1. Contractors, sub-contractors, and suppliers shall verify all conditions and dimensions prior to construction and be solely responsible for any changes necessary as a result of conditional or dimensional differences.
2. Contractors, sub-contractors, and suppliers shall verify all dimensions and elevations against the plan and actual site conditions.
3. Calculated dimensions take precedence over scaled dimensions.
4. All dimensions are from framing edge, unless otherwise noted.

STRUCTURAL and FRAMING:

All structural member types, sizes, and spans shall be verified by the contractor, s ub-contractor, and/or supplier.
All additional structural members required for specific framing techniques shall be s ized by the contractor, sub-contractor, and/or supplier.
All steel pipe columns shall be 3.5", unless otherwise noted.
Ceiling joists, rafters and/or roof trusses shown per plan. Sizing, spans, reinforcement locations, and depth to be verified by contractor, sub-contractor, a nd/or structural supplier.
Provide bridging as required by code.
All perimeter headers over openings to be (2) 2x12, unless otherwise noted.
Provide double cripple studs under all LVL headers.
Wind bracing to be CS-WSP unless specified otherwise.
Penetrations through any structural member must be verified by engineer and/or s tructural supplier.

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1	COVER PAGE
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3	FRONT & REAR ELEVATIONS
4	LEFT & RIGHT ELEVATIONS
5	3D PERSPECTIVE VIEWS
6	FOUNDATION/BASEMENT PLAN & DETAILS
7	MAIN FLOOR PLAN & DETAILS
8	SECOND FLOOR PLAN
9	ROOF PLANS & DETAILS
10	ELECTRICAL PLANS & DETAILS

FINISHED SQ. FT.	
UNIT "B" MAIN LEVEL	485
UNIT "A" MAIN LEVEL	977
UNIT "B" SECOND LEVEL	602
UNIT "C" MAIN LEVEL	485
UNIT "C" SECOND LEVEL	602
UNIT "D" MAIN LEVEL	977
TOTALS:	4,128

UNFINISHED SQ. FT.	
UNIT "A" GARAGE	285
UNIT "A" PORCH	72
UNIT "A" PATIO	84
UNIT "B" GARAGE	271
UNIT "B" PORCH	54
UNIT "C" GARAGE	271
UNIT "C" PORCH	54
UNIT "D" GARAGE	285
UNIT "D" PORCH	72
UNIT "D" PATIO	84
TOTALS:	1,532

SPECIALTY SQ. FT.	
UNIT "A" MECH	21
UNIT "B" MECH	19
UNIT "C" MECH	19
UNIT "D" MECH	21
TOTALS:	80

TURN THE PAIGE HOMES
Integrity From The Ground Up

REVISION TABLE

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To the best of our knowledge these plans are drawn to comply with owner's specifications, local building codes and ordinances, and generally accepted industry standards. Each individual contractor and enclosed drawings. Each individual contractor, sub-contractor, and supplier on the job site should consult their local building official to determine the appropriateness between the plan and actual jobsite thereafter. Contractors, sub-contractor, and suppliers are responsible for all code and governing body compliance and all engineering. VirtuActive, LLC will not take responsibility for any errors, omissions, or deviations from the plans and specifications by the owner, contractor, sub-contractors, suppliers, and/or owner. VirtuActive is not an architect or engineer. Size, specific, and location of mechanical, electrical, and plumbing equipment and fixtures shall be specified by the contractor, sub-contractors, suppliers, and/or owner.

PROJECT LOCATION:

STREET
CITY
SUBDIVISION
COUNTY

PREPARED FOR:

TURN THE PAIGE HOMES
CITY OF COUNCIL BLUFFS
LAKE MANAWA TOWNHOMES

VIRTUACTIVE
VirtuActive - 3D Drafting & Design
1414 North 205th Street, Suite 2, Elkhorn, NE 68022
www.VirtuActive.com | 402.979.8100
Designed by: Brian Friehe | brian@virtuactive.com

DATE:
4/2/2025

SHEET:
1 OF 10

SITE PLAN

TBD

SITE PLAN LINE TYPE LEGEND
PROPERTY LINE
SETBACK AND EASEMENT LINE
LOMR/FLOOD PLAIN LINE

EXACT LOCATION TBD BY CONTRACTOR AND/OR OWNER SHALL FIELD VERIFY

TURN THE PAIGE HOMES
Integrity From The Ground Up

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To the best of our knowledge these plans are drawn to comply with owner's specifications, the current edition of the applicable building codes, and the current edition of applicable and enclosed drawings. Each individual contractor, sub-contractor, and supplier on the job shall be responsible for the proper installation of their respective portion of work and shall thereafter, Contractors, sub-contractor, and suppliers are responsible for all code and governing body compliance and all engineering. VirtuActive, LLC will not take responsibility for any deviations from the plans, specifications, and/or engineering by the owner, contractor, VirtuActive is not an architect or engineer. Size, specific, and location of structural members, and/or utilities, and dimensions shall be verified by the contractor, sub-contractors, suppliers, and/or owner.

PROJECT LOCATION:

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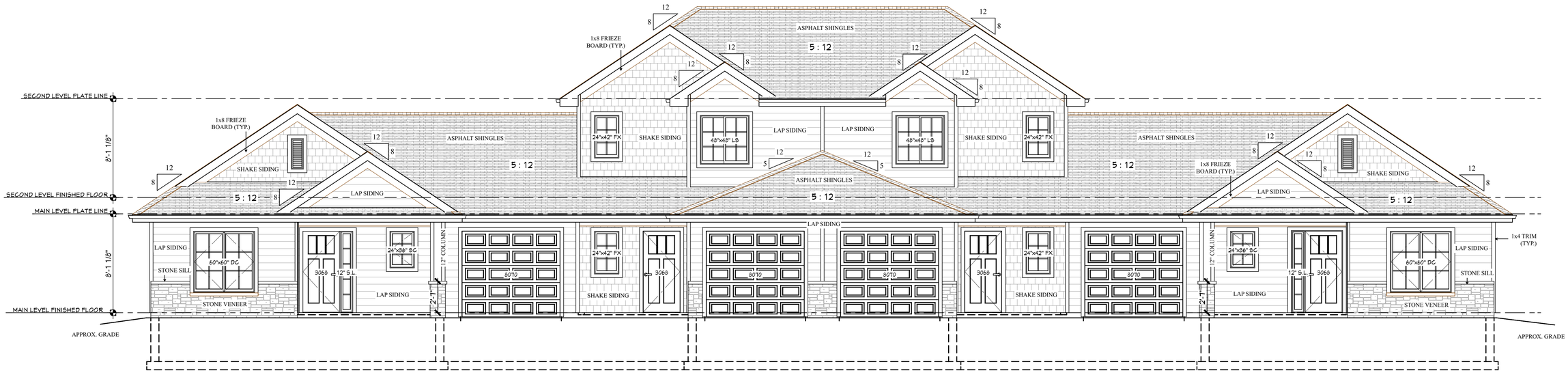
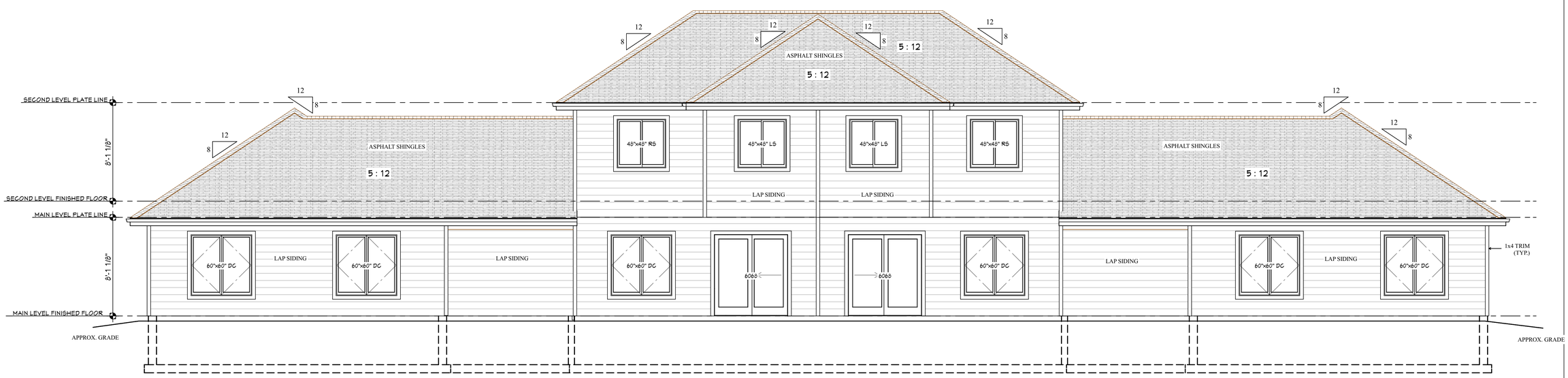


FRONT ELEVATION

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



REAR ELEVATION

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

PLATE HEIGHTS AND EXACT ROOF DETAILS CAN VARY DEPENDING ON A VARIETY OF FACTORS INCLUDING (but not limited to) SOFFIT THICKNESS, HEADER SIZES AND HEEL HEIGHTS. OWNER AND CONTRACTOR TO VERIFY ALL DETAILS PRIOR TO CONSTRUCTION.

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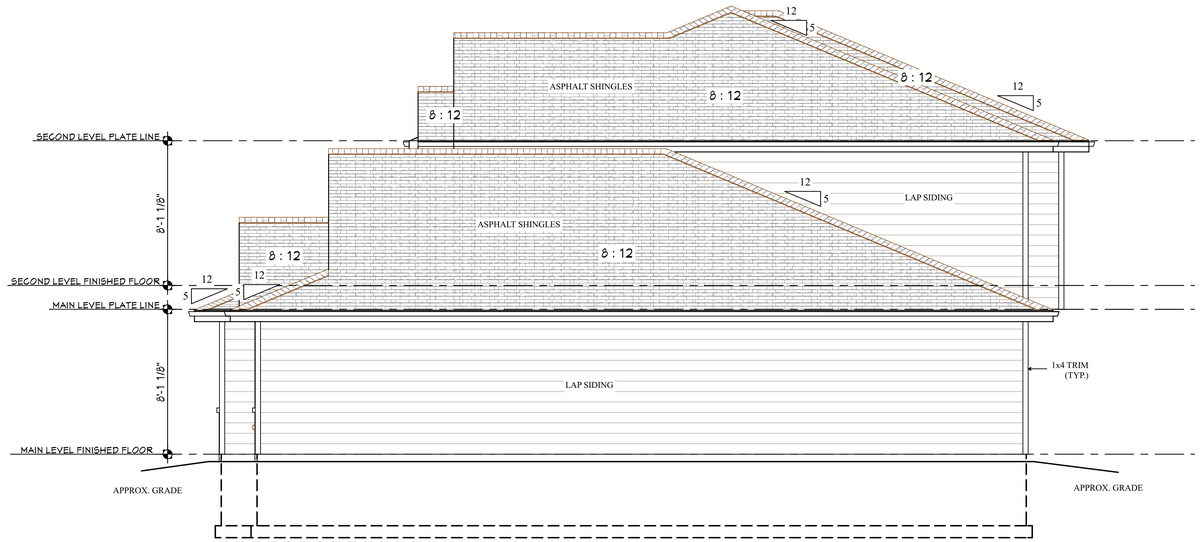
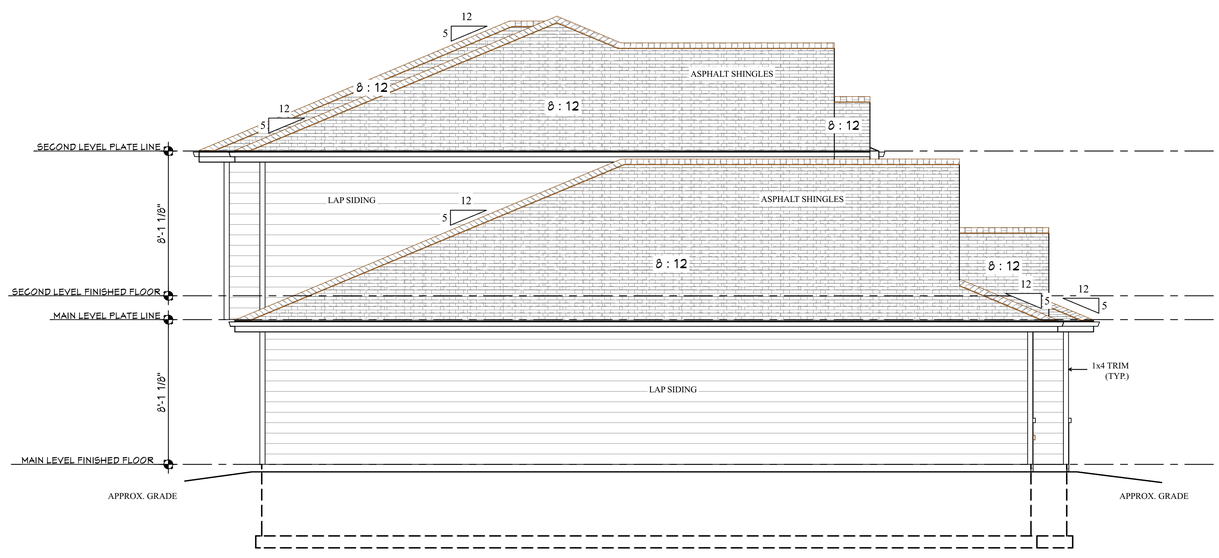


RIGHT ELEVATION

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



LEFT ELEVATION

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

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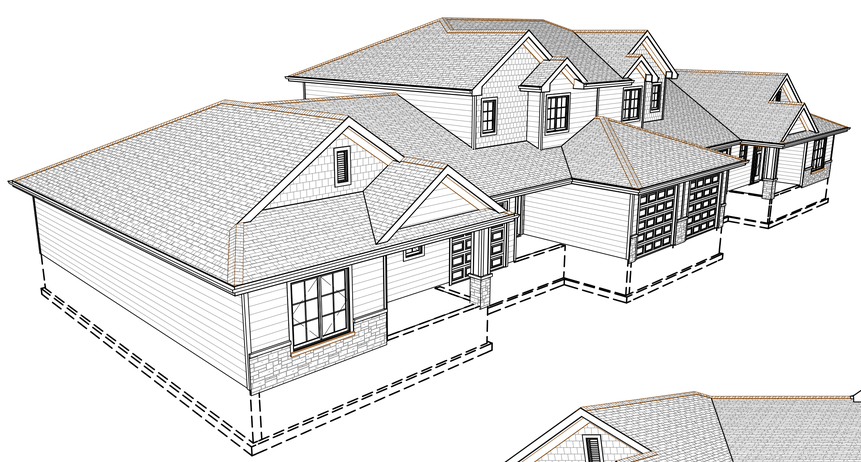
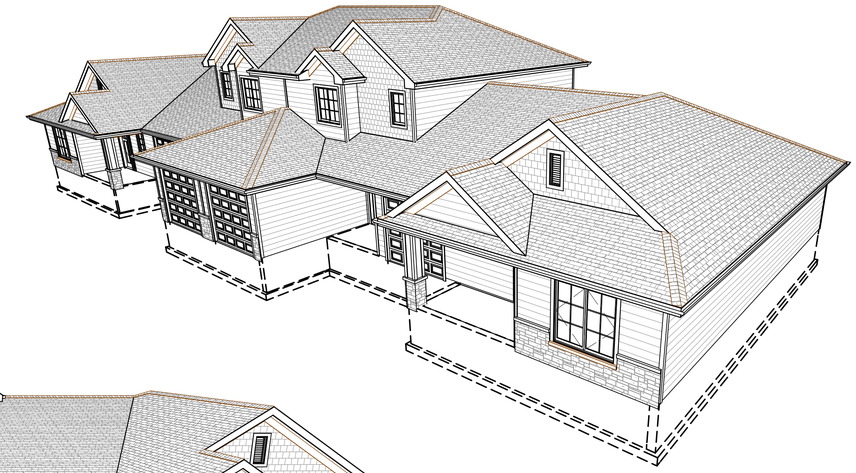
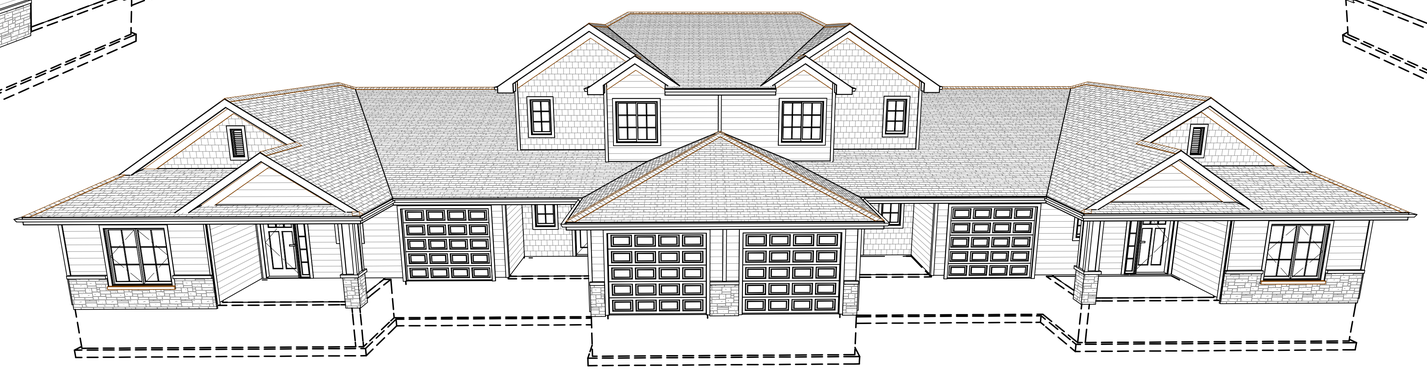
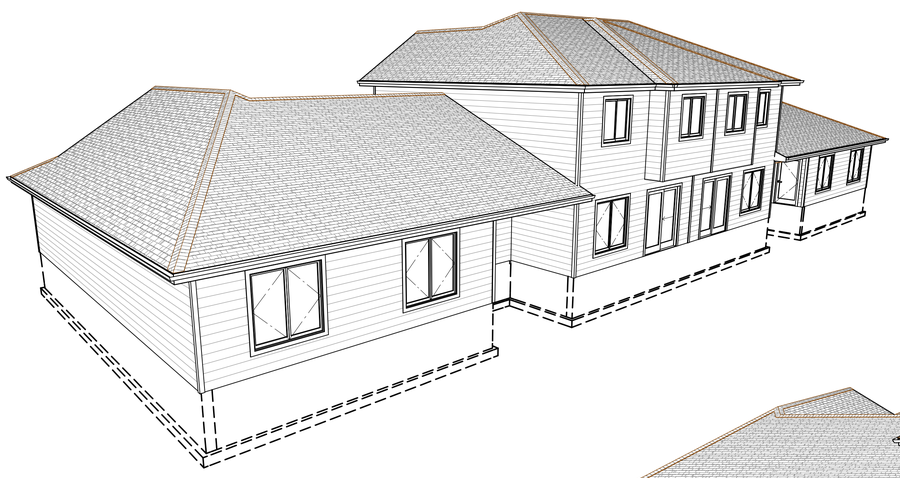


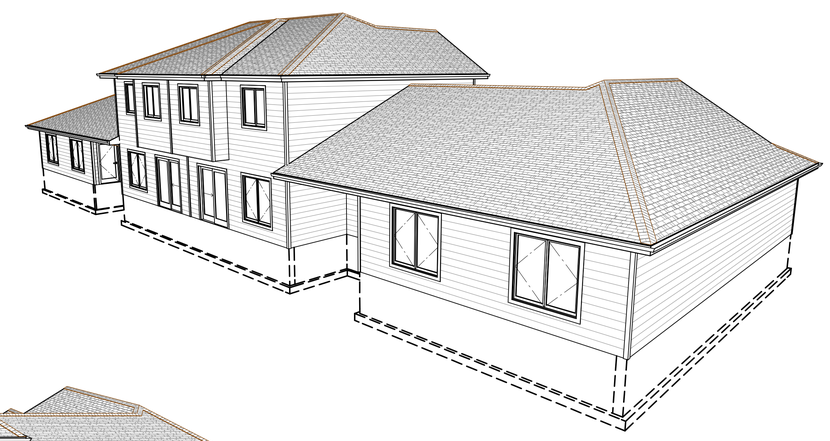


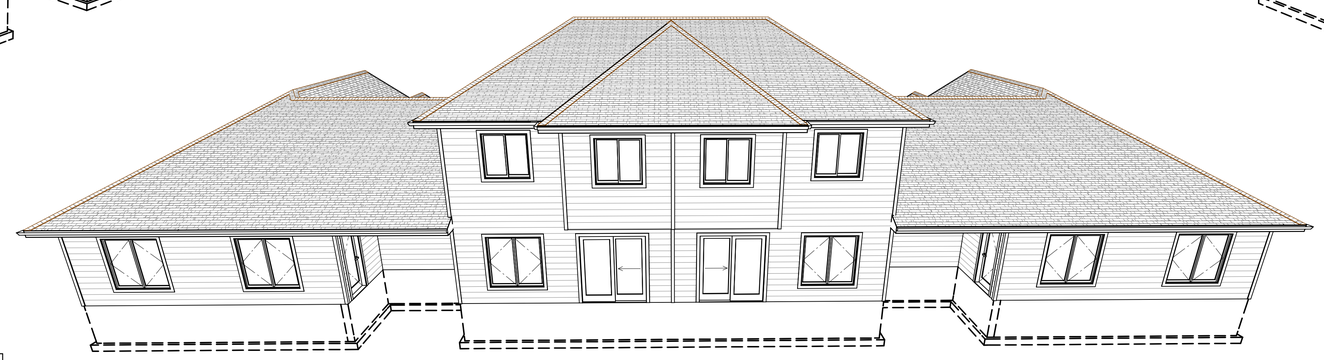


3D PERSPECTIVE VIEWS

NOT TO SCALE







3D PERSPECTIVE VIEWS ARE PURELY FOR VISUAL REPRESENTATION AND NOT FOR CONSTRUCTION PURPOSES.

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TURN THE PAIGE HOMES
Integrity From The Ground Up

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PROJECT LOCATION:

STREET
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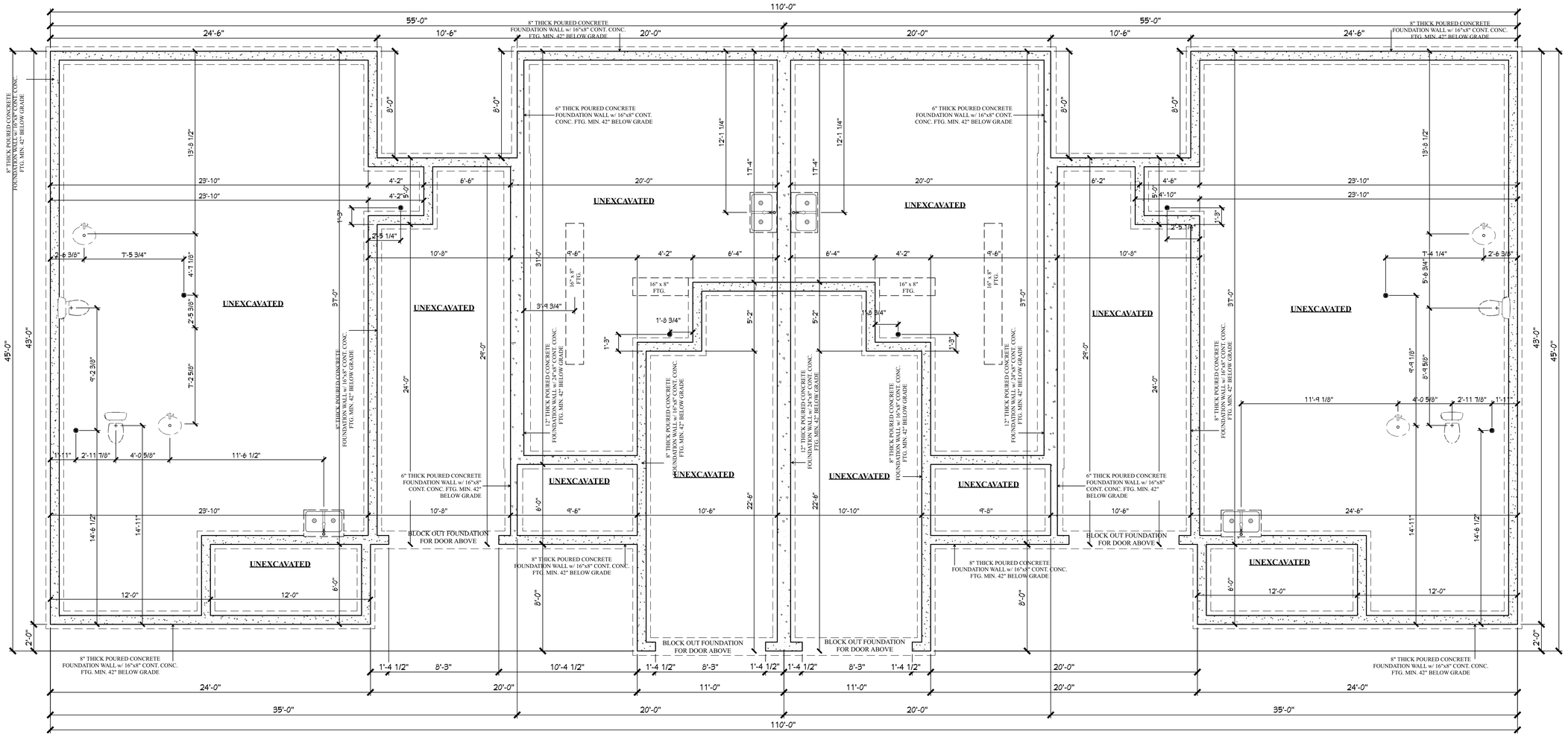

FOUNDATION PLAN

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

FOUNDATION & FRAMING NOTES

1. All structural members and framing members shall be confirmed by contractor, sub-c ontractor, and/or supplier for size, spacing, and species to verify they meet local code r equirements.
2. All exterior framing dimensions are to to exterior face of sheathing.
3. All interior framing dimensions to framing edge, unless otherwise noted.
4. 8" poured concrete foundation walls min. 42' below grade, unless otherwise noted.
5. 2x6 exterior and 2x4 interior walls, unless otherwise noted.
6. All exterior headers shall be (2) 2x12, unless otherwise noted.
7. Door sizes noted as feet and inches.
8. Window sizes noted as inches. Contractor, sub-contractor, and/or suppliers to confirm w indow openings for egress, min. light, min. height, and ventilation requirements. C ontractor and/or sub-contractor to go off of supplier provided rough opening sheet fo r all rough openings & sizes.
9. Ceiling Heights: 8' 1-1/8" Main Floor, 8' 1-1/8" Second Floor. Unless otherwise noted.
10. Allow for at least 3.5" from interior door rough openings to wall.
11. All angled walls are 45°, unless otherwise noted.
12. All centerline dimensions for fixtures should be double checked for field accuracy.
13. Wall bracing method = CS-WSP

BASEMENT WALL TYPE SCHEDULE

- EXTERIOR WALLS
- LOAD BEARING FRAMED WALLS
- FRAMED WALLS
- FUTURE FRAMED WALLS
- CONCRETE FOUNDATION WALLS

PLATE HEIGHTS AND EXACT ROOF DETAILS CAN VARY DEPENDING ON A VARIETY OF FACTORS INCLUDING (but not limited to) SOFFIT THICKNESS, HEADER SIZES AND HEEL HEIGHTS. OWNER AND CONTRACTOR TO VERIFY ALL DETAILS PRIOR TO CONSTRUCTION.

FINISHED SQ. FT.	
UNIT "B" MAIN LEVEL	485
UNIT "A" MAIN LEVEL	977
UNIT "B" SECOND LEVEL	602
UNIT "C" MAIN LEVEL	485
UNIT "C" SECOND LEVEL	602
UNIT "D" MAIN LEVEL	977
TOTALS:	4,128

UNFINISHED SQ. FT.	
UNIT "A" GARAGE	285
UNIT "A" PORCH	72
UNIT "A" PATIO	84
UNIT "B" GARAGE	271
UNIT "B" PORCH	54
UNIT "C" GARAGE	271
UNIT "C" PORCH	54
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UNIT "D" PORCH	72
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TOTALS:	1,532

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UNIT "B" MECH	19
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TURN THE PAIGE HOMES
Integrity From The Ground Up

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PROJECT LOCATION:

STREET
CITY
SUBDIVISION
COUNTY

PREPARED FOR:

TURN THE PAIGE HOMES
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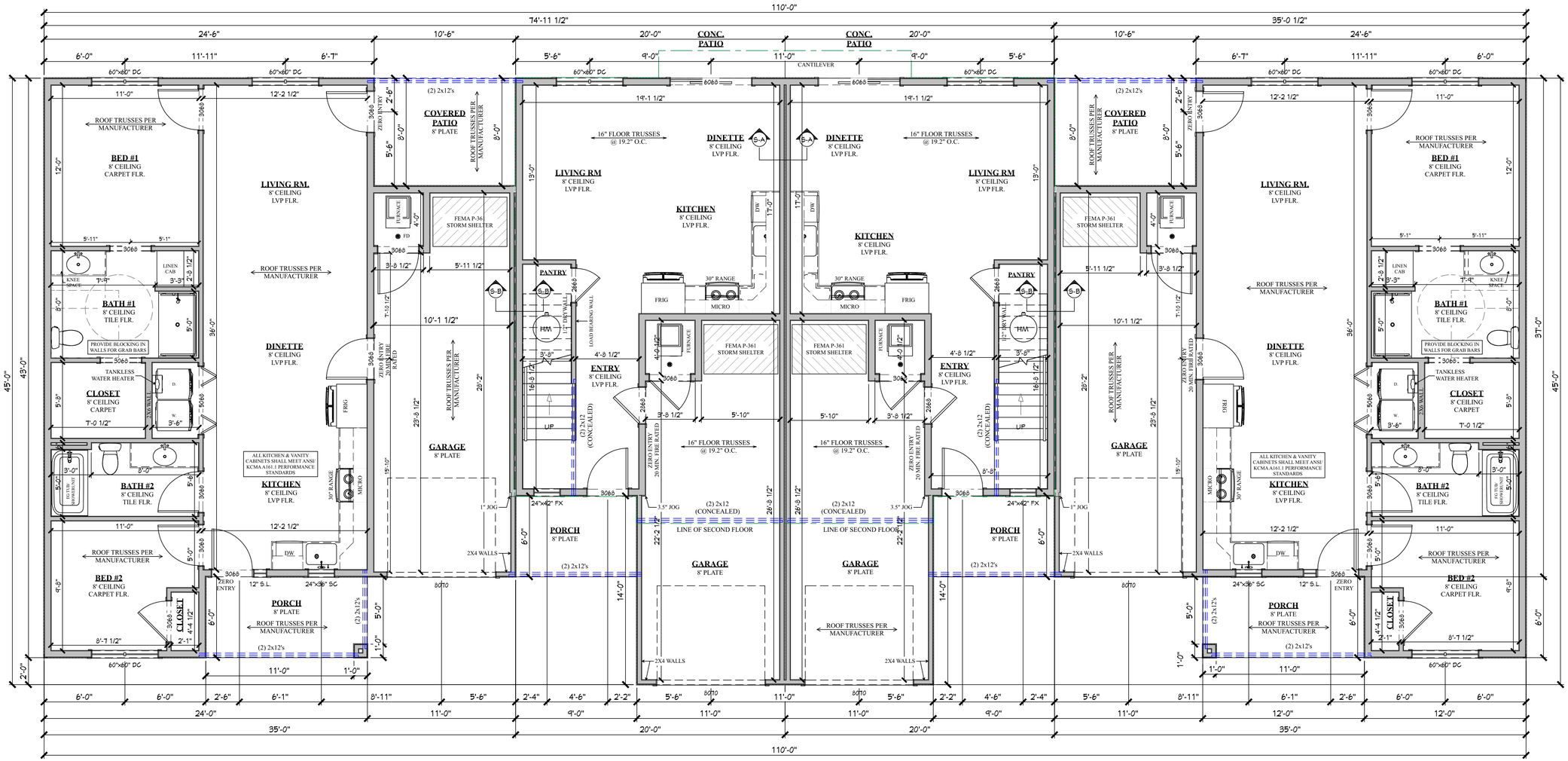
6 OF 10



ALL HEADERS ON THIS FLOOR TO BE AT 82" UNLESS NOTED OTHERWISE

MAIN FLOOR PLAN

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

FOUNDATION & FRAMING NOTES

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5. 2x6 exterior and 2x4 interior walls, unless otherwise noted.
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8. Window sizes noted as inches. Contractor, sub-contractor, and/or suppliers to confirm w indow openings for egress, min. light, min. height, and ventilation requirements. C ontractor and/or sub-contractor to go off of supplier provided rough opening sheet fo r all rough openings & sizes.
9. Ceiling Heights: 8' 1-1/8" Main Floor, 8' 1-1/8" Second Floor. Unless otherwise noted.
10. Allow for at least 3.5" from interior door rough openings to wall.
11. All angled walls are 45°, unless otherwise noted.
12. All centerline dimensions for fixtures should be double checked for field accuracy.
13. Wall bracing method = CS-WSP

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TURN THE PAIGE HOMES
Integrity From The Ground Up

REVISION TABLE

NUMBER	DATE	REVISED BY	DESCRIPTION

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To the best of our knowledge these plans are drawn to comply with owner's specifications, the 2018 International Residential Code and applicable local amendments. Site specific, safety and enclosed drawings. Each individual contractor, sub-contractor, and supplier on the job, shall be responsible for the safety of their employees and the safety of those employed thereafter. Contractors, sub-contractor, and suppliers are responsible for all code and governing body compliance and all engineering. VirtuActive, LLC will not take responsibility for any errors or omissions in these plans, specifications, or other documents prepared by contractors. VirtuActive is not an architect or engineer. Size, specific, and location of mechanical, electrical, and plumbing systems are approximate and shall be verified by the contractor, sub-contractors, supplier, and/or owner.

PROJECT LOCATION:

STREET
CITY
SUBDIVISION
COUNTY

PREPARED FOR:

TURN THE PAIGE HOMES
CITY OF COUNCIL BLUFFS
LAKE MANAWA TOWNHOMES

VIRTUACTIVE
VirtuActive - 3D Drafting & Design
1414 North 205th Street, Suite 2, Elkhorn, NE 68022
www.VirtuActive.com | 402.979.8100
Designed by: Brian Friehe | brian@virtuactive.com

DATE:
4/2/2025

SHEET:
7 OF 10

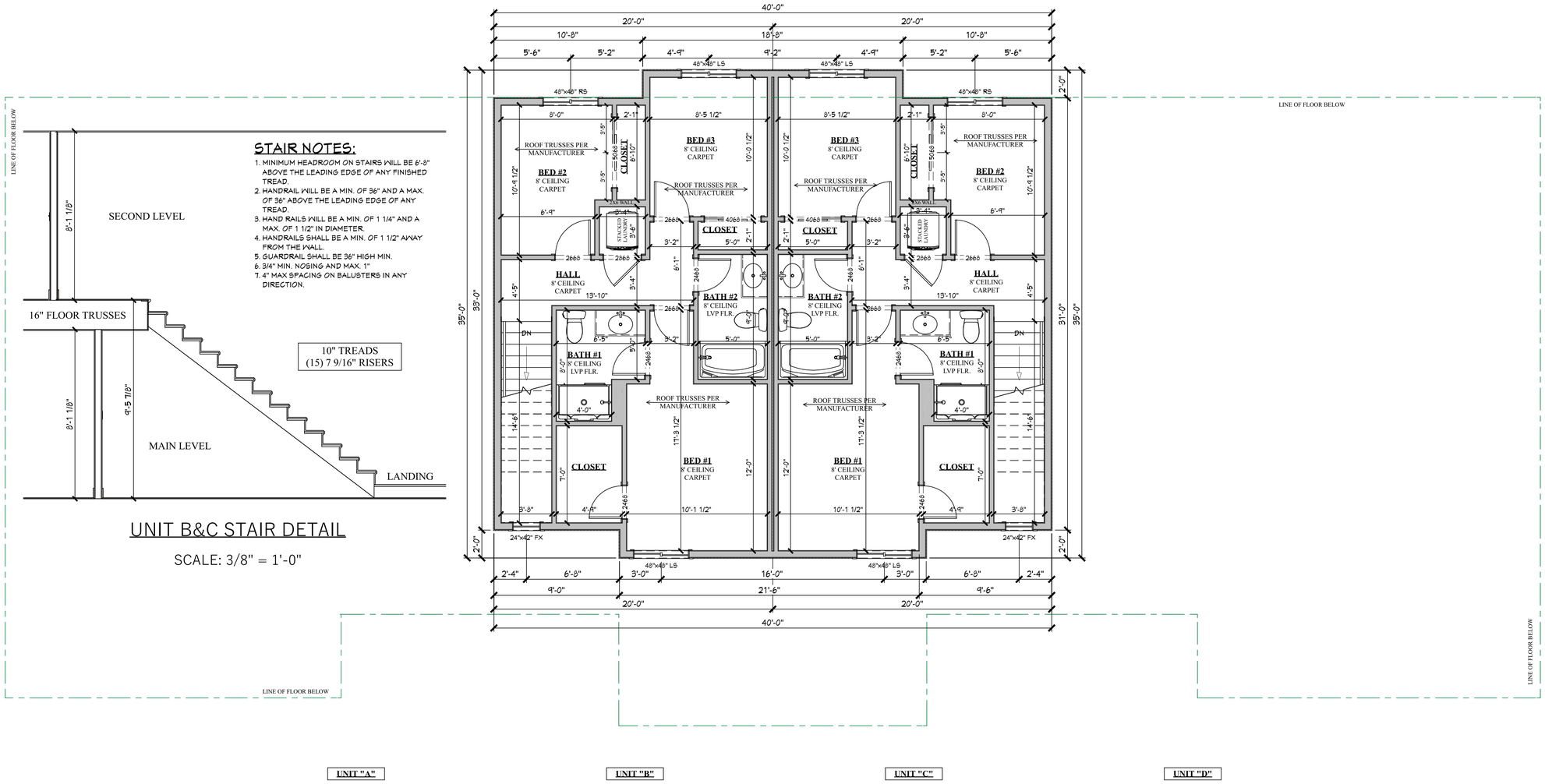
STAIR NOTES:

1. MINIMUM HEADROOM ON STAIRS WILL BE 6'-8" ABOVE THE LEADING EDGE OF ANY FINISHED TREAD.
2. HANDRAIL WILL BE A MIN. OF 36" AND A MAX. OF 36" ABOVE THE LEADING EDGE OF ANY TREAD.
3. HAND RAILS WILL BE A MIN. OF 1 1/4" AND A MAX. OF 1 1/2" IN DIAMETER.
4. HANDRAILS SHALL BE A MIN. OF 1 1/2" AWAY FROM THE WALL.
5. GUARDRAIL SHALL BE 36" HIGH MIN.
6. 3/4" MIN. NOSING AND MAX. 1"
7. 4" MAX SPACING ON BALUSTERS IN ANY DIRECTION.

10" TREADS
(15) 7 9/16" RISERS

UNIT B&C STAIR DETAIL

SCALE: 3/8" = 1'-0"



SECOND FLOOR PLAN

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

ALL HEADERS ON THIS FLOOR TO BE AT 82" UNLESS NOTED OTHERWISE

FOUNDATION & FRAMING NOTES

1. All structural members and framing members shall be confirmed by contractor, sub-c ontractor, and/or supplier for size, spacing, and species to verify they meet local code r equirements.
2. All exterior framing dimensions are to to exterior face of sheathing.
3. All interior framing dimensions to framing edge, unless otherwise noted.
4. 8" poured concrete foundation walls min. 42' below grade, unless otherwise noted.
5. 2x6 exterior and 2x4 interior walls, unless otherwise noted.
6. All exterior headers shall be (2) 2x12, unless otherwise noted.
7. Door sizes noted as feet and inches.
8. Window sizes noted as inches. Contractor, sub-contractor, and/or suppliers to confirm w indow openings for egress, min. light, min. height, and ventilation requirements. C ontractor and/or sub-contractor to go off of supplier provided rough opening sheet fo r all rough openings & sizes.
9. Ceiling Heights: 8' 1-1/8" Main Floor, 8' 1-1/8" Second Floor. Unless otherwise noted.
10. Allow for at least 3.5" from interior door rough openings to wall.
11. All angled walls are 45° , unless otherwise noted.
12. All centerline dimensions for fixtures should be double checked for field accuracy.
13. Wall bracing method = CS-WSP

FINISHED SQ. FT.	
UNIT "B" MAIN LEVEL	485
UNIT "A" MAIN LEVEL	977
UNIT "B" SECOND LEVEL	602
UNIT "C" MAIN LEVEL	485
UNIT "C" SECOND LEVEL	602
UNIT "D" MAIN LEVEL	977
TOTALS:	4,128

UNFINISHED SQ. FT.	
UNIT "A" GARAGE	285
UNIT "A" PORCH	72
UNIT "A" PATIO	84
UNIT "B" GARAGE	271
UNIT "B" PORCH	54
UNIT "C" GARAGE	271
UNIT "C" PORCH	54
UNIT "D" GARAGE	285
UNIT "D" PORCH	72
UNIT "D" PATIO	84
TOTALS:	1,532

SPECIALTY SQ. FT.	
UNIT "A" MECH	21
UNIT "B" MECH	19
UNIT "C" MECH	19
UNIT "D" MECH	21
TOTALS:	80

TURN THE PAIGE HOMES
Integrity From The Ground Up

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PROJECT LOCATION:

STREET
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PREPARED FOR:

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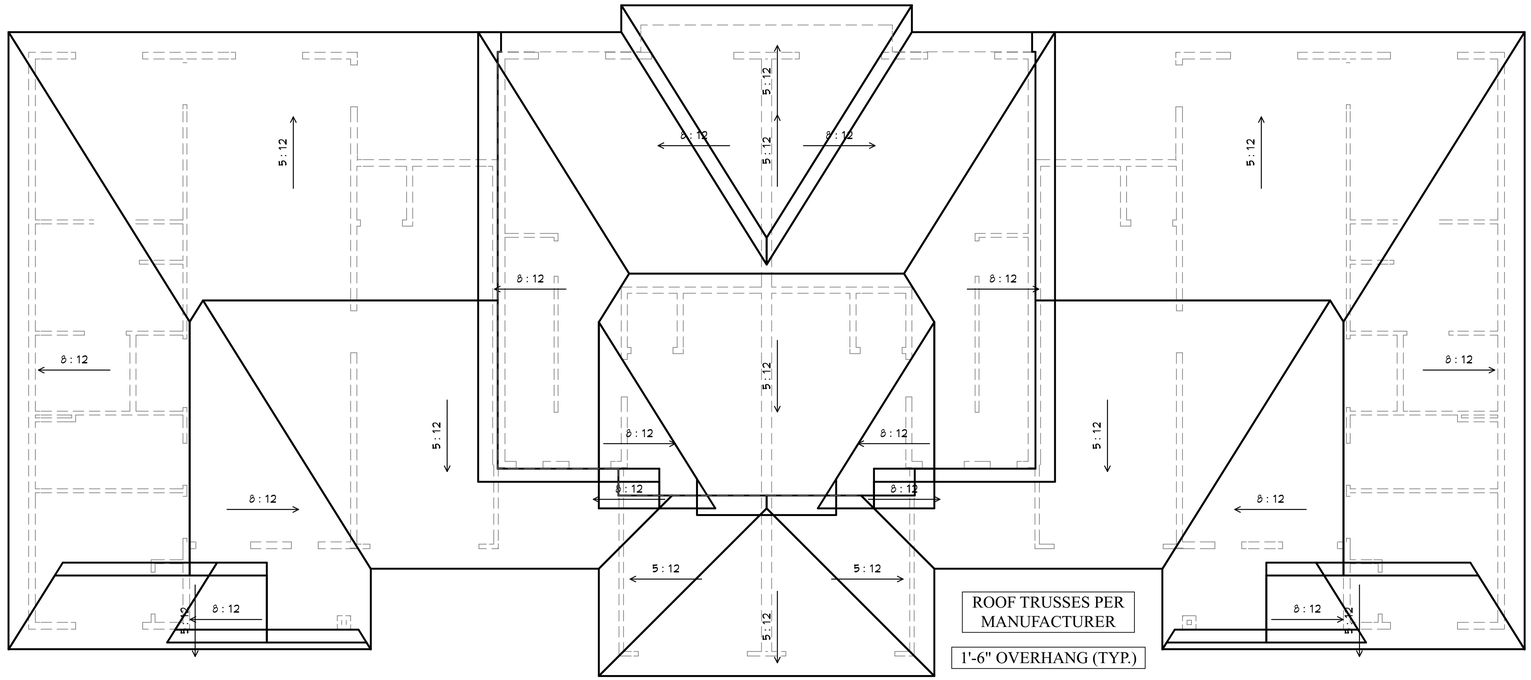
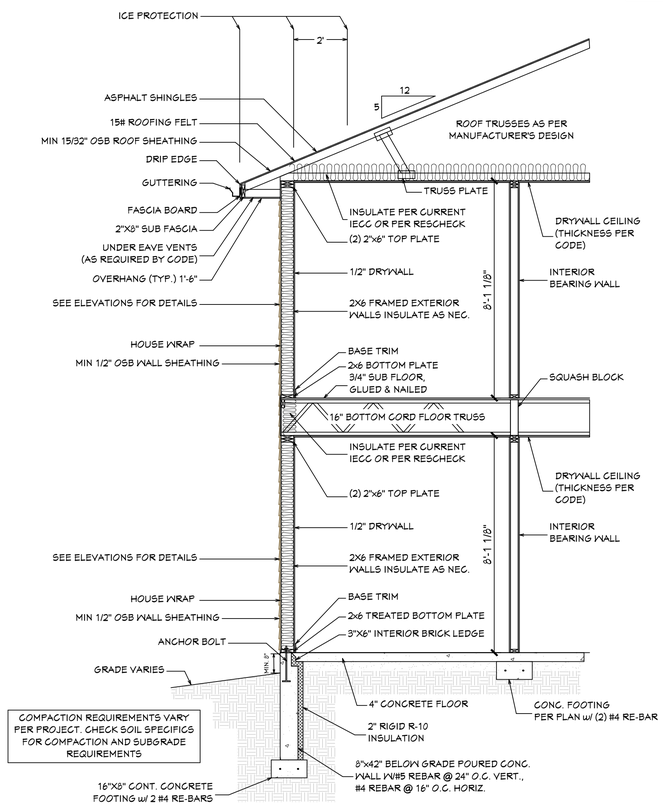


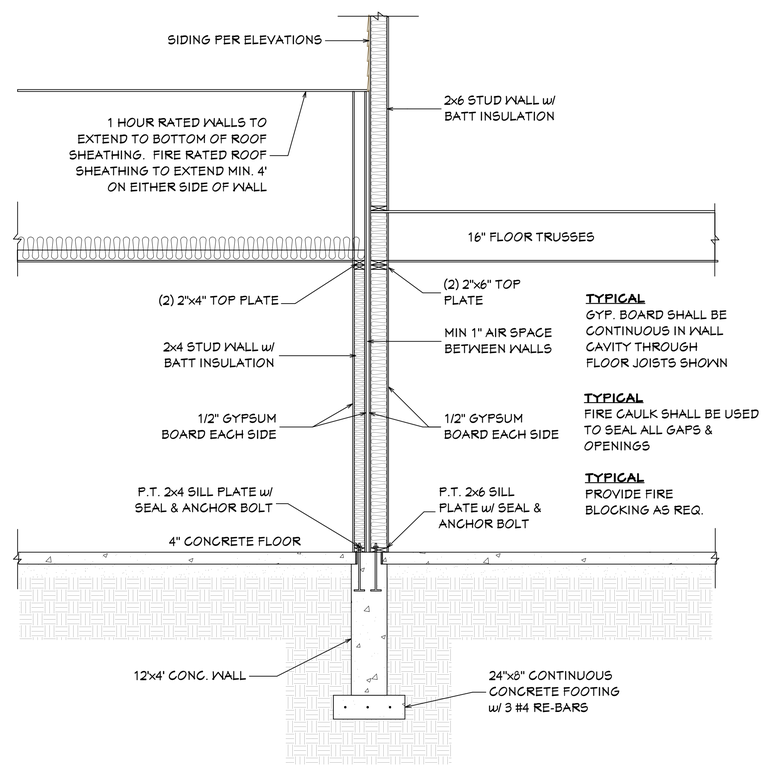
ROOF PLAN

SCALE: 3/16" = 1'-0"



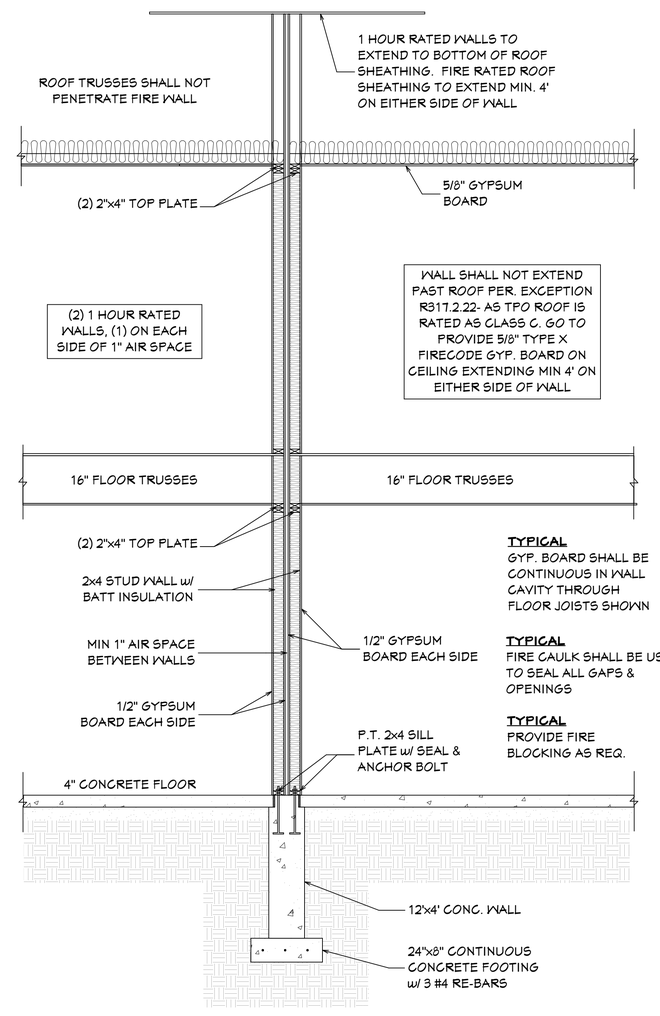
TYPICAL WALL SECTION

SCALE: 3/8" = 1'-0"



PARTITION WALL "S-B" SECTION

SCALE: 1/2" = 1'-0"



PARTITION WALL "S-A" SECTION

SCALE: 1/2" = 1'-0"

TURN THE PAIGE HOMES
Integrity From The Ground Up

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To the best of our knowledge these plans are drawn to comply with owner's specifications, the applicable building codes and generally accepted construction practices. In the interest of clarity, these drawings may not show all fasteners, connections, details, bracing, flashing and enclosed drawings. Each individual contractor, sub-contractor, and supplier on the job shall be responsible for the performance of their work as required by these drawings, applicable governing body compliance and all engineering. VirtuActive, LLC will not take responsibility for any deviations from these drawings not approved by VirtuActive, LLC prior to the work by the contractors. VirtuActive is not an architect or engineer. Size, specific, and location of structural members, including but not limited to footings, foundations, and all dimensions shall be verified by the contractor, sub-contractors, suppliers, and/or owner.

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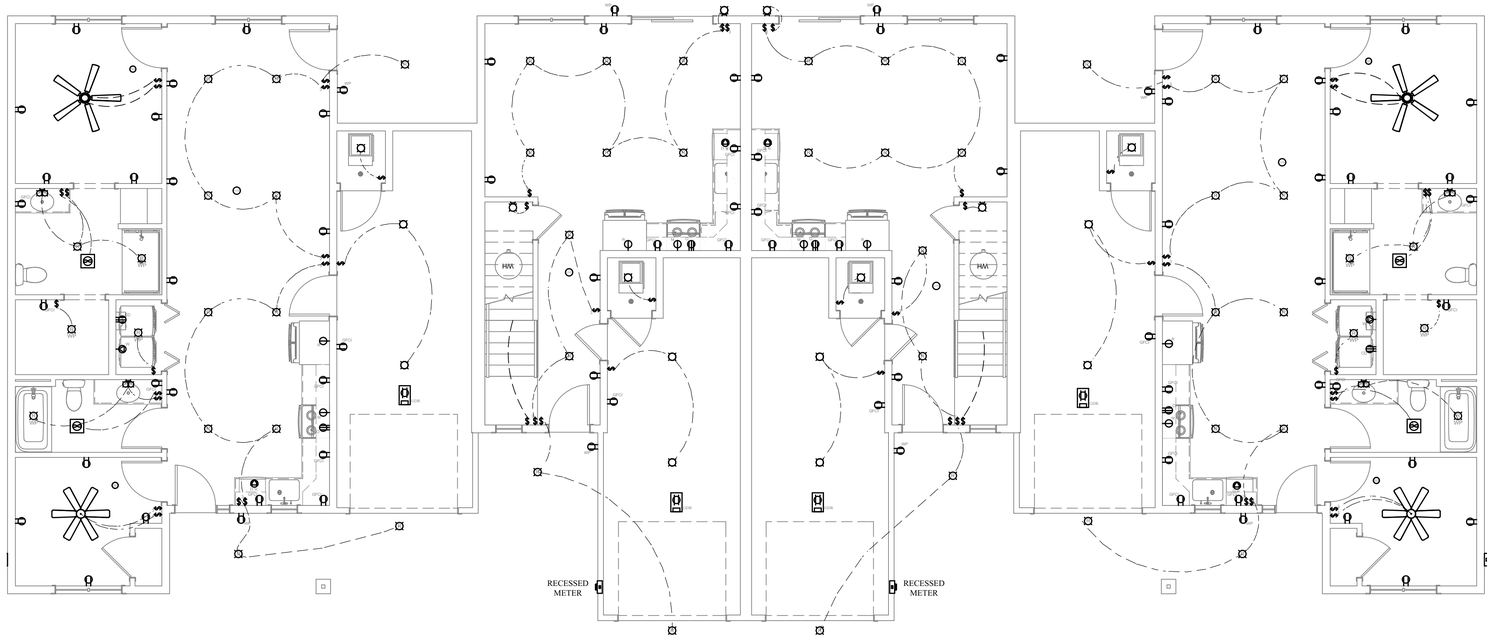


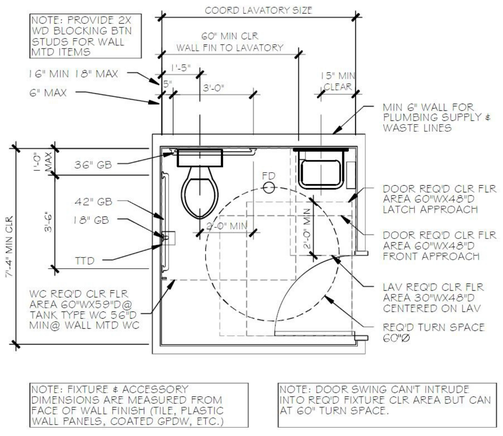
MAIN FLOOR ELECTRICAL PLAN

SCALE: 3/16" = 1'-0"

ELECTRICAL - DATA - AUDIO LEGEND

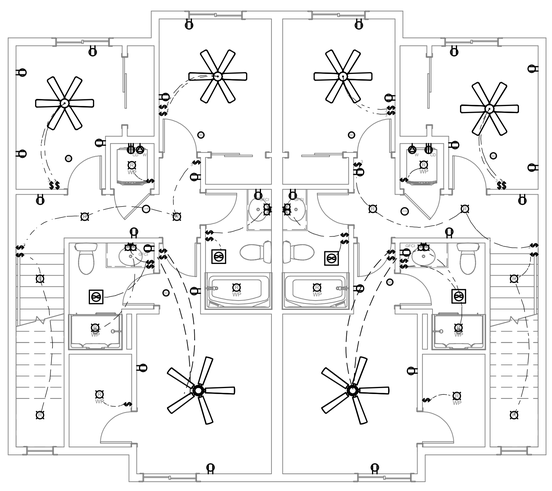
SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fans: Ceiling Mounted
	Ceiling Mounted Light Fixtures: Surface/Pendant, Recessed, Low Voltage
	Wall Mounted Light Fixtures: Flush Mounted, Wall Sconce
	Heat Lamp
	Chandelier Light Fixture
	Fluorescent Light Fixture
O CO	240V Receptacle, Oven, Clothes Dryer
WP GFCI	110V Receptacles: Duplex, Weather Proof, GFCI
GDR	Ceiling Mounted 110V Receptacle, Garage Door Opener
R	110V Single Receptacle, Refrigerator
CW H	Special Purpose Singe Receptacle; Washing Machine, Hood w/ Vent
D.W.	Special Purpose Duplex Receptacle; Dishwasher
WP 3 4	Switches: Single Pole, Weather Proof, 3-Way, 4-Way
DM T	Switches: Dimmer, Timer
AV Control A	Audio Video: Control Panel, Switch
SP SP	Speakers: Ceiling Mounted, Wall Mounted
T	Thermostat
	Door Chime, Door Bell Button
SD	Smoke Detectors: Ceiling Mounted, Wall Mounted
EP	Electrical Breaker Panel

CONTRACTOR, ELECTRICIAN, & HOMEOWNER TO SITE VERIFY FIXTURE TYPE, LOCATION, QUANTITY, & CODE COMPLIANCE



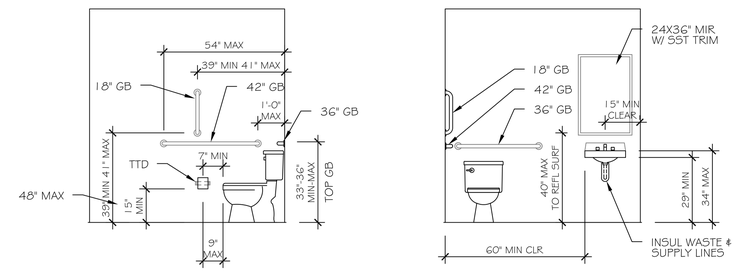
TYPICAL ADA RESTROOM FLOOR PLAN

SCALE: 3/8" = 1'-0"



SECOND FLOOR ELECTRICAL PLAN

SCALE: 3/16" = 1'-0"



TYPICAL ADA RESTROOM ELEVATIONS

SCALE: 3/8" = 1'-0"

308.2.2 Obstructed High Reach. *Where a high forward reach is over an obstruction, the clear floor space shall extend beneath the element for a distance not less than the required reach depth over the obstruction. The high forward reach shall be 48 inches (1220 mm) maximum where the reach depth is 20 inches (510 mm) maximum. Where the reach depth exceeds 20 inches (510 mm), the high forward reach shall be 44 inches (1120 mm) maximum and the reach depth shall be 25 inches (635 mm) maximum.*

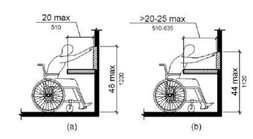


Figure 308.2.2 Obstructed High Forward Reach

306.3.4 Clearance Reduction. *Between 9 inches (230 mm) and 27 inches (685 mm) above the finish floor or ground, the knee clearance shall be permitted to reduce at a rate of 1 inch (25 mm) in depth for each 6 inches (150 mm) in height.*

306.3.5 Width. *Knee clearance shall be 30 inches (760 mm) wide minimum.*

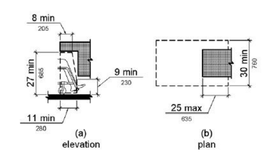


Figure 306.3 Knee Clearance

TYPICAL ADA COUNTER DETAILS

SCALE: NO SCALE

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www.VirtuActive.com | 402.979.8100
Designed by: Brian Frishe | brian@virtuactive.com

DATE:
4/2/2025

SHEET:
10 OF 10

Attachment F

Approved Project Budget

Grant Revenue	Per Unit Cost	CDBG-DR Grant	Local Match	Total Cost	Local Match Source
Infrastructure	6,760	270,411	1,911,452	2,181,863	CDBG Entitlement, EDI Grant, HDP
Housing Construction Offset	125,000	5,000,000	7,000,000	12,000,000	Developer Loan / House Sales
Mitigation	5,077	203,090	-	203,090	
Down Payment Assistance	35,000	1,400,000	-	1,400,000	
Subtotal	**$ 171,838**	**$ 6,873,501**	**$ 8,911,452**	**$15,784,953**	

*Assumes 40 dwelling units.

Attachment G

Required Contract Language

All project contracts shall contain at a minimum the following provisions, as appropriate.

ALL CONTRACTS

1. Access and Maintenance of Records

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
  States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Iowa Civil Rights Act of 1965.
  This Act mirrors the Federal Civil Rights Act.

- Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
  Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
  Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794). *Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.*

- Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
  Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). *Provides*

to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.

- Federal Executive Order 11246, as amended by Executive Order 11375.
  Provides that no one be discriminated in employment.

- Federal Executive Order 11063, as amended by Executive Order 12259.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- Under what conditions the clause may be imposed.
- The form the termination notice must take (e.g., certified letter).
- The time frame required between the notice of termination and its effective date.
- The method used to compute the final payment(s) to the contractor.

4. Certification regarding government-wide restriction on lobbying.

All contracts utilizing CDBG funds must contain the following certification concerning restriction of lobbying:

"The Recipient certifies, to the best of his or her knowledge and belief, that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
iii. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency Pub.

L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF $10,000

In addition to the preceding provisions, all contracts in excess of $10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so

that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF $100,000

In addition to the preceding provisions, contracts in excess of $100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
Section 508 of the Clean Water Act (33 U.S.C. 1368).
Executive Order 11738.

EPA Regulations - 40 CFR, Part 15.

Clean Air and Water Acts - required clauses:

This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
(2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
(3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
(4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF $2,000

In addition to the preceding provisions, all construction contracts in excess of $2,000 must include the Federal Labor Standards Provisions (verbatim) found in Appendix 2 under Required Contract Provisions. (Housing rehabilitation contracts of less than 8 units are excluded from this requirement.)

HOUSING AND URBAN DEVELOPMENT ACT OF 1968 SAMPLE SECTION 3 CLAUSE

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through Federal assistance is provided, and to such sanctions as are specified by 24 CFR Section 135.135.

"General Decision Number: IA20250027 08/08/2025

Superseded General Decision Number: IA20240027

State: Iowa

Construction Type: Residential

Counties: Mills and Pottawattamie Counties in Iowa.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	05/23/2025
2	06/06/2025
3	06/27/2025
4	07/18/2025
5	08/08/2025

* BRIA0003-024 06/01/2025

	Rates	Fringes
BRICKLAYER	$ 34.80	19.24

CARP0427-011 06/01/2025

	Rates	Fringes
CARPENTER	$ 33.42	18.66

ELEC0022-008 06/01/2025

	Rates	Fringes
ELECTRICIAN	$ 46.40	20.89

ENGI0234-010 05/01/2025

	Rates	Fringes
Power equipment operators:		

8-15-2025

```
     CLASS 1....................$ 35.02            21.94
     CLASS 2....................$ 34.70            21.94
     CLASS 3....................$ 32.62            21.94

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

CLASS 1 - Backhoe; Excavator

  CLASS 2 - Bulldozer; Grader/Blade; Loader 35 h.p. and over);
  Scraper

  CLASS 3 - Bobcat/Skidsteer/Skid Loader; Loader (under 35
  h.p.); Roller

----------------------------------------------------------------
 LABO1140-005 10/01/2023

                                   Rates          Fringes

LABORER
     Common or General...........$ 24.00            13.48
     Mason Tender - Brick........$ 25.30            12.18
     Mason Tender -
     Cement/Concrete.............$ 25.30            12.18
     Pipelayer...................$ 24.00            13.48
----------------------------------------------------------------
* PLAS0538-006 10/01/2024

                                   Rates          Fringes

CEMENT MASON/CONCRETE FINISHER...$ 33.01            17.30
----------------------------------------------------------------
 ROOF0142-003 06/01/2025

                                   Rates          Fringes

ROOFER
     Excluding Metal Roofs.......$ 32.50            15.53
     Metal Roof Only.............$ 32.50            15.53
----------------------------------------------------------------
*  SUIA2008-024 09/05/2008

                                   Rates          Fringes

SHEETMETAL WORKER...............$ 15.04 **          3.82
----------------------------------------------------------------

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

================================================================

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.75) or 13658
($13.30).  Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017.  If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking.  Additional information
on contractor requirements and worker protections under the EO
is available at
https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (iii)).


----------------------------------------------------------------

The body of each wage determination lists the classifications
and wage rates that have been found to be prevailing for the
type(s) of construction and geographic area covered by the wage
determination. The classifications are listed in alphabetical
order under rate identifiers indicating whether the particular
```

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

DAVIS-BACON AND LABOR STANDARDS

CONTRACTOR GUIDE ADDENDUM

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INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:
www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.

LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of $100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of $2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over $100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >$2,000 but ≤$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).

Davis-Bacon Wage Decisions

The term "wage decision" includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term "wage decision" is used within this Guide to mean the Davis-Bacon wage decision. The terms "wage decision" and "wage determination" are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov

CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our Contact List for help.

WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

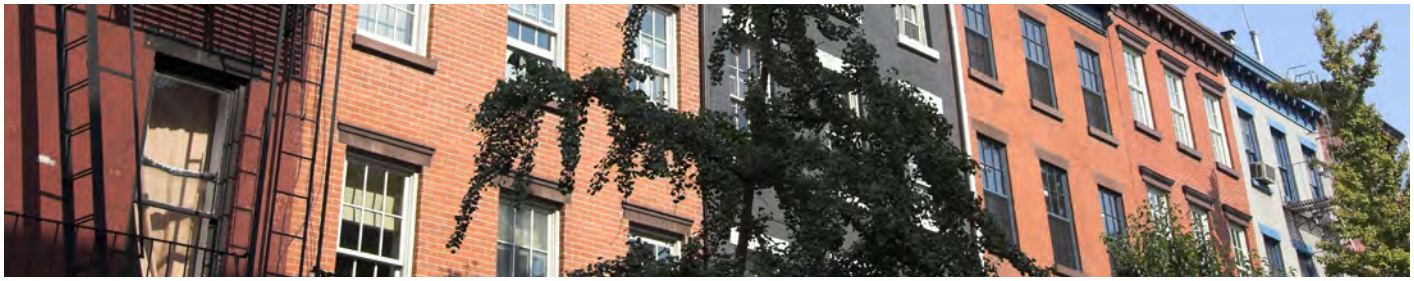
A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replac es the Notice To All Employees. The new poster is available in English and Spanish online at: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA,, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

"No Work" payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a "Statement of Compliance" that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.

REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the O/T rate would be: ($10 x 1.5) + $5 = $20/hour.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.

Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employ er's weekly payroll no matter how many pages are needed to re port the employee data.

ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision "lock-in" date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers' representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.

LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.

DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.

SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator's decision on reconsideration by DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper

documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance con cerning labor standards requirements, help is always available. Contact the contract administrator for the project you're work ing on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.

Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:

States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance con cerning labor standards requirements, help is always available. Contact the contract administrator for the project you're work ing on or the HUD Field Labor Standards staff in your area.

DEVELOPMENT AGREEMENT

THIS AGREEMENT made on or as of the ____ day of April 2025 by and between the City of Council Bluffs, Iowa (hereinafter referred to as "City") and _____ (hereinafter referred to as "Developer").

WHEREAS, the City applied for a grant from the State of Iowa's 2019 Single Family Housing Production and Down Payment Assistance Program as was awarded $6,873,501 to assist in the creation of forty (40) new affordable housing units; and

WHEREAS, as part of the application, the City requested proposals from developers interested in partnering with the City to construct an affordable single-family development on said Property (hereinafter referred to as the "Project") that requires further subdivision; and

WHEREAS, the Developer was selected through a Request for Proposals process and approved by City Council under Resolution _____ and has entered into a contract for the purchase of real estate located in the City of Council Bluffs, which is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, improvements to the area generally described as the new southerly connection from Mohawk Street to East Manawa Drive, City of Council Bluffs, Pottawattamie County, Iowa (hereinafter referred to as the "Public Improvements") are necessary to support the construction of additional affordable housing on the Property; and

WHEREAS, the parties desire to establish between themselves their various rights, obligations, duties and responsibilities.

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

Article I – Agreement

1. The Developer shall acquire the Property on or before _____. Lots shall be transferred to the Developer as agreed in the timeline for construction. Lots shall only be transferred no more than 45 days prior to the start of unit construction.

2. The City will complete plans and specifications for the infrastructure improvements on the Property.

3. The City will complete infrastructure improvements as outlined in Exhibit "B." The City will monitor improvements and ensure all work is completed per plans and specifications.

4. The City will replat the Property into 40 buildable lots to accommodate the Project consistent with the Municipal Subdivision Code. Covenants and restrictions (including Minimum Building Standards) will be filed with the final plat for East Manawa Subdivision.

5. The City shall deed the Property to the Developer for one dollar ($1.00).

6. Developer shall cause the construction of a minimum of forty (40) single-family residential structures on the Property on or before January 30, 2027. Minimum plan specification requirements are outlined in the covenants. All lots are sold in an as is condition. Contractors are responsible for completing their own due diligence on these properties. Although the building pad locations have been over excavated and compacted, the Developer should understand this is a redevelopment site and be prepared for possibly discovering miscellaneous construction debris, rubble, rocks, natural vegetation (i.e. roots,

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etc.). The City offers no warranties or guarantees of lot condition. It is incumbent upon the developer to satisfy themselves as to the acceptability of the property. The City gives the Developer permission to access the engineer (HGM) on the project for help in obtaining any environmental reports, eg, perc. tests, soil tests, compression tests, etc. Should any additional services be provided to the Developer, they would be at the Developers cost.

7. One-hundred percent (100%) of the units shall be constructed and sold to low and moderate-income buyers as defined by the U.S. Department of Housing and Urban Development. Applications will be made to the City of Council Bluffs Down Payment Assistance Program for income qualification and approval. All structures shall be completed and ready by the Developer for occupancy by January 31, 2027. The final sales price of each structure sold to low and moderate-income households shall be established by the State of Iowa 2019 Single Family Housing Production and Down Payment Assistance Program. The sales price of said structures shall be $175,000.

8. All units constructed shall be sold by the Developer to private persons for owner occupancy only. No units shall be maintained for rental, cooperatives or condominiums.

Article II – Other Conditions

1. The City shall be responsible for the installation of necessary private infrastructure, communication and energy utilities. This includes water main taps, sanitary sewer line, electrical, natural gas and telecommunications. All new utilities shall be placed underground.

2. Developer will develop the Project consistent with the City's ordinances governing residential construction, subdivision, and zoning. At Developer's expense, sidewalks shall be installed concurrent with the construction of individual residential structures.

3. Developer intends to construct structures on all lots and agrees that no lot within the Project will be sold outside to another developer.

4. The City will provide assistance to the Developer in meeting all requirements of the Iowa Department of Economic Development Community Development Block Grant Disaster Recovery (CDBG-DR) grant awarded to the Project.

5. The Developer agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning the CDBG Program and all federal regulations and policies issued pursuant to these regulations attached hereto as Exhibit "D". The Developer further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

6. Developer shall provide to the City documentation that they are not suspended or debarred by the U.S. Department of Housing and Urban Development or by the City of Council Bluffs. The Developer must also agree to only utilize subcontractors who are not suspended or debarred.

Article III – General Provisions

1. This Agreement shall be interpreted according to the laws of the State of Iowa.

2. Any notice, demand, or communication under this Agreement by either party to the other shall be sufficiently given if it is dispatched by regular mail, postage prepaid, or delivered personally as follows:

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IN THE CASE OF THE DEVELOPER, TO:	IN THE CASE OF THE CITY, TO:
_____	Courtney Harter, Comm Development Director
_____	City of Council Bluffs
_____	209 Pearl Street
_____	Council Bluffs, Iowa 51503
_____	712-890-5350

3. Performance Monitoring – The City will monitor the performance of the Developer against the goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Developer within a reasonable period of time after being notified by the City, suspension or termination procedures will be initiated. The Developer shall permit the City to examine and inspect the construction work.

4. Independent Contractor – Nothing contained in this agreement is intended to, or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers Compensation Insurance as the Developer.

5. Hold Harmless – The Developer shall hold harmless, defend and indemnify the City, its officers, employees and agents from any and all liability, loss, cost, damage, expense, claims, actions, suits, charges and judgments (including reasonable attorney's fees and court costs) whatsoever that arise out of the Developer's performance or nonperformance of the services, or resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the Developer, his/her employees, or agents specific to the performance of this agreement.

6. Workers' Compensation – The Developer and its contractors shall provide Workers Compensation Insurance coverage for all employees involved in the performance of this agreement.

7. Insurance and Bonding – The Developer shall comply with the bonding and insurance requirements of the City's Building Department.

8. Grantor Recognition – If undertaken, the Developer shall provide appropriate recognition of the role of the City in providing services through this contract at ground breaking ceremonies or media releases.

9. Amendments – The City or Developer may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this agreement, nor relieve or release the City or Developer from its obligations under this agreement. The City may, at its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both the City and Developer.

10. Suspension or Termination – The City may suspend or terminate this agreement, in whole or in part, if the Developer materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Developer ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Developer is in noncompliance with any applicable rules or regulations, the

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City may withhold funds until such time as the Developer is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

11. Assignability – The Developer shall not assign or transfer any interest in this agreement without prior written consent of the City. Any assignment made without such consent shall be void. This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

12. Code of Conduct – No officer, employee, or agent of the City shall participate in the selection, award, or administration of a contract supported by federal or state grant or loan funds, if a conflict of interest, real or apparent, would be involved. Unless a more restrictive provision of federal or state law should apply, such conflict would arise when: 1) the employee, officer, or agent; 2) any members of his/her immediate family; 3) his/her partner; or 4) an organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award. Additionally, neither the City's officers, employees, nor agents solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or subcontractors beyond that allowed by applicable federal and state laws.

13. Both the City and Developer agree to the budget introduced and approved by the State of Iowa during the application process (see Exhibit "G"). Should this budget need to be revised after the final bid process, both parties agree to use the most recent budget version, as long as it, too, is approved by the State of Iowa, and both the City and Developer. Should a revised budget be necessary, an amendment to ARTICLE 3; NUMBER 13 will be tendered at that time. Both parties agree that the budget may change, but not increase. Any increase in the budget will be the sole responsibility of the Developer, at its own cost.

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IN WITNESSES WHEREOF, the City and Developer has caused this Agreement to be duly executed as of the date and year first above written.

"City"
City of Council Bluffs

By: _____
Matthew J. Walsh, Mayor

STATE OF IOWA)
COUNTY OF) SS
POTTAWATTAMIE COUNTY)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public duly commissioned and qualified in an for the above county and state, personally appeared Matthew J. Walsh, Mayor, known to me to be the identical person whose name is affixed to the foregoing instrument as such officer and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

_____
NOTARY PUBLIC

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"Developer"

By: _____

STATE OF IOWA)
COUNTY OF) SS
POTTAWATTAMIE COUNTY)

On this _____ day of _____ , 2025, before me, the undersigned, a Notary Public duly commissioned and qualified in an for the above county and state, personally appeared Jarrod McIntyre, known to me to be the identical person whose name is affixed to the foregoing instrument as such officer and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

_____
NOTARY PUBLIC

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Exhibit A
Property

Exhibit B
Property Map

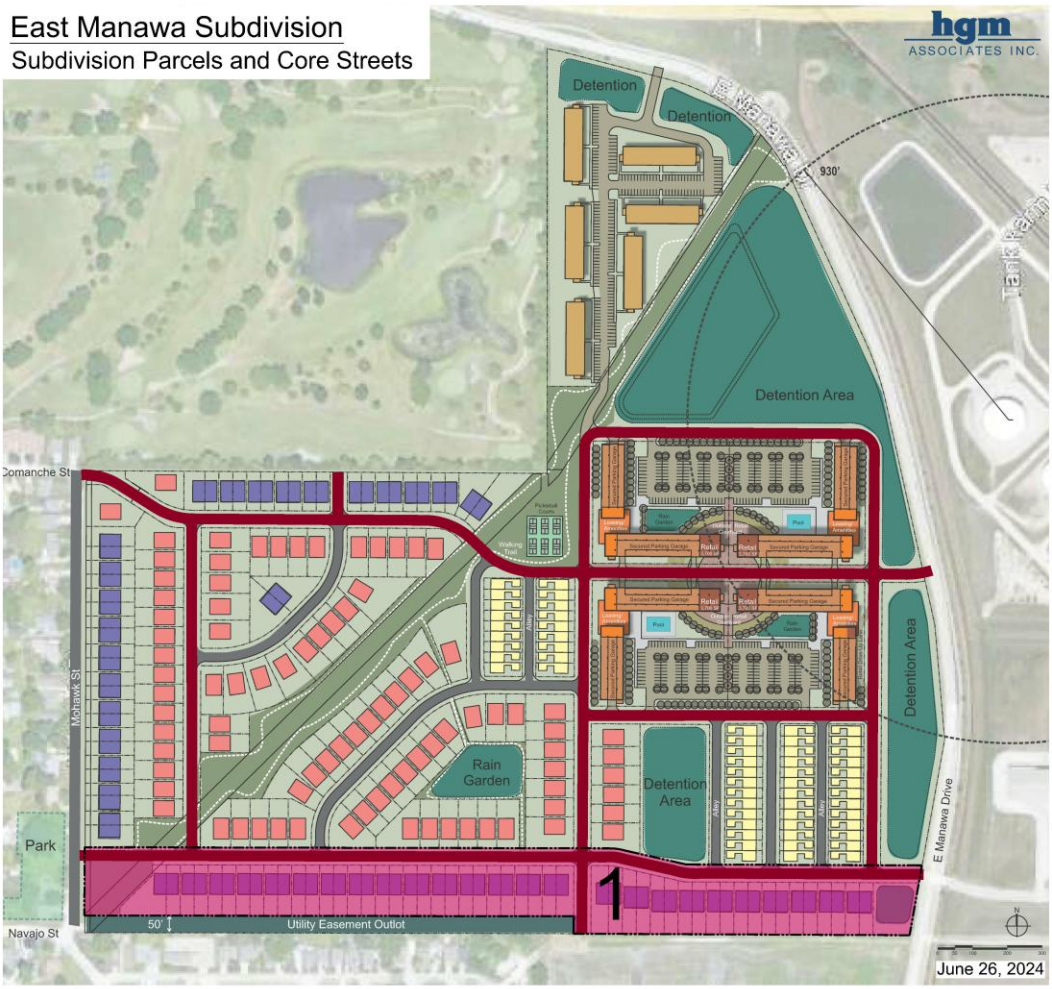

Exhibit C
Preliminary Subdivision Plan

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Exhibit D

CDBG-DR Requirements

CDBG-DR Required Federal Provisions

Updated August 1, 2023

All Contracts:

Funding, in whole or in part, for this Project is funded through Community Development Block Grant-Disaster Recovery (CDBG-DR) as awarded to the State of Iowa by the U.S. Department of Housing and Urban Development (HUD). All provisions of the Federal Code of Regulations, Title 24 (CFR 24), Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments applies to this Project.

Federal Law requires that contracts relating to this Project include certain provisions of CFR Title 24 Part 85.36 (h, i) Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments. Depending on the type of work or services provided and the dollar value of the Project, some of the provisions set forth in CFR Title 24 may not apply to the Contractor or to the work or services provided hereunder; however, the provisions are nonetheless set forth to cause this Project to comply with Federal law.

This Project will be in strict compliance with program requirements of the Awarding Agency and of CFR Title 24 Part 85.36 (i & h). The Contractor certifies:

1. **To Be Detailed in Contract Terms:** Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold)

2. **To Be Detailed in Contract Terms:** Termination clause for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000). This should include under what conditions the clause by be imposed, the form the termination must take (e.g. certified letter), the timeframe required between the notice of termination and its effective date, and the method used to compute the final payment(s) to the contractor.

3. **All Construction Contracts in Excess of $10,000:** Compliance with EO 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor regulations (41 CFR Chapter 60).

4. **All Contracts and Subcontracts for Construction or Repair:** Compliance with the Copeland Anti-Kickback Act (18 U.S.C 874) as supplemented by U.S. Department of Labor regulations (29 CFR Part 3).

5. **All Construction Contracts in Excess of $2,000 When Required by Federal Grant Program Legislation:** Compliance with the Davis Bacon At (40 U.S.C 276a to 276a-7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 3).

6. **All Construction Contracts in Excess of $2,000, and All Contracts in Excess of $2,500 for Other Contracts Which Involve the Employment of Mechanics or Laborers:** Compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Housing rehabilitation and new housing construction contracts of less than 8 units are excluded from this requirement.

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7. Notice of awarding agency requirements and regulations pertaining to reporting

8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract

9. Awarding agency requirements and regulations pertaining to copyrights and rights in data

10. Access by the grantee (State of Iowa), the subgrantee, the Federal grantor agency, the Comptroller General of the United States, the State Auditor, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purposes of making an audit, examination, excerpts, and transcriptions.

11. Retention of all records for 3 years after the State of Iowa has closed the CDBG-DR grant funding this Project with the U.S. Department of Housing and Urban Development.

12. **All Contracts, Subcontracts, and Subgrants in Excess of $100,000:** Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). During the period of performance of this Contract, the Contractor agrees:

    1. The Contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
    2. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318), relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
    3. The Contractor agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Excluded Party Listing System.
    4. The Contractor agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conversation Act (Pub. L. 94-163, 89 Stat. 871)

<u>Bonding Requirements:</u>

For construction, facility improvements, and new housing contracts or subcontracts exceeding the simplified acquisition threshold ($100,000), the awarding agency may accept the bonding policy and requirements of the grantee (State of Iowa) or the subgrantee provided that the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

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1. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. All Contracts Over $25,000: A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.

3. All Contracts Over $25,000: A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Certifications

The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when providing Deliverables under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services. Failure to comply with this provision may cause this Contract to be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. If all or a portion of the funding used to pay for Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation on royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the grantee or subgrantee liable in any manner for the resulting changes. The grantee or subgrantee shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address legislative change. Nothing in this Subsection shall affect or impair the grantee or subgrantee's right to terminate the Contract pursuant to termination provisions.

The Contractor certifies and assurances compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following, as modified by the Program Rules, all as may hereafter be modified or amended:

1. Financial Management Guidelines issued by the U.S. Office of Management and Budget, OMB Circular A-133 ("Single Audit Act Amendment of 1996", OMB Circular A-22 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Costs Applicable Grants and Contracts with State, Local, and Federally Recognized Indian Tribal Governments").

2. Title I of the Housing and Community Development of 1974 as amended (42 U.S.C 5301 et seq.) and regulations which implement these laws, as modified by waivers and alternative requirements published in the Federal Register applicable to CDBG-DR funding

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3. Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-32, 42 U.S.C. 3601 et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C 3601 et seq.); the Iowa Civil Rights Act of 1965; Iowa Code Section 19B.7 and Executive Order #34 dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 12259; Presidential Executive Order 11246, as amended (contracts in excess of $10,000); Section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P.L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.

4. Fair Housing Act, P.L. 90-284. The Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C 3601 et seq.), Section 109 of the Title 1 of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); and regulations which implement these laws.

5. US. Department of Housing and Urban Development Act regulations governing the CDBG program, 24 CFR Part 570.

6. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (P.L. 101-235), and implementing regulations.

7. Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance, Final Rule (24 CFR Part 35, et. al)

8. Davis Bacon Act, as amended (40 U.S.C. 276a-276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C 874); the Department of Defense Reauthorization Act of 1986; and regulations which implement these laws.

9. The National Environmental Protection Act of 1969 and implementing regulations.

10. The Uniform Relocation Assistance Real Property Acquisition Policies Act of 1970 (URA), as amended (42 USC 4601-4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti-displacement and relocation assistance plan; and Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance, each modified and/or waived by the Program Rules.

11. The Iowa CDBG-DR Policies and Procedures Manual; applicable CDBG-DR program guidelines; 261 Iowa Administrative Code, Chapter 23, to the extent applicable to the Program and not in conflict with the Program Rules.

12. Financial and Program Management guidelines issued by the Iowa Economic Development Authority; the CDBG-DR Policies and Procedures Manual; and the IEDA Audit Guide.

13. Government-wide restriction on Lobbying Certification (Section 319 of P.L. 101-121), and implementing regulations.

14. Fair Labor Standards Act and implementing regulations.

15. Hatch Act (regarding political partisan activities and federally-funded activities) and implementing regulations.

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16. Citizen participation, hearing, and access to information requirements under Section 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1974, as modified by the Program Rules.

17. Subsection 104(I) of Title I of the Housing and Community Development Act of 1974, as amended, regarding the prohibition of the use of excessive force in nonviolent civil rights demonstrations and the enforcement of state and local laws on barring entrance to or exit from facilities subject to such demonstrations.

18. Drug-Free Workplace Act

19. All Federal Laws and regulations described in 24 CFR Subpart K, except for 24 CFR 570.604 and 24 CFR Part 52.

20. Iowa Code Chapter 8A.315-317 and Iowa Administrative Code Chapter 11-117.6(5)- Recycled Product Content. When appropriate, specifications under this Contract shall include requirements for the uses of recovered materials and products. The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the Contractor seeking the product can document that the use of recovered materials will impede the intended use of the product.

Compliance with Environmental and Historic Preservation Requirements:
Notwithstanding any provision of this Contract, the parties hereto agree and acknowledge that this Contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may only occur upon satisfactory completion of environmental review and receipt by the Contractor of Release of Funds from the State of Iowa under 24 CFR Part 58 or 24 CFR Part 50. The parties further agree that the provision of funds to the project is conditioned on the State of Iowa's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review. It is further understood that the environmental clearance must be obtained prior to any commitment of funds or the undertaking of any physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction. This requirement applies to the Contractor, as well as to any subcontractor or contractor. Any violation of this requirement may result in the denial of funds under this Contract. The Contractor shall comply with the Programmatic Agreement between the Iowa Economic Development Authority and the State Historic Preservation Officer, as applicable to any activities included in this Contract.

Civil Rights

1. **Nondiscrimination in Employment**

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship. The Contractor may take affirmative action to ensure applicants are employed and that employees are treated without regard to their race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfers; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Contractor agrees to post notices setting forth the provision of the nondiscrimination clause in conspicuous places so as to be available to employees.

2. **Consideration for Employment**

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The Contractor shall, in all solicitations or advertisements for employees based by or on behalf of the Contractor, state that all applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship. Solicitation and Advertisement- the Contractor shall list all suitable openings with the local Iowa Works Office.

3. **Civil Rights in Employment**

The Contractor shall comply with all relevant provisions of the Civil Rights Act of 1965 as amended, Iowa Code Section 19B.7, Federal Executive Order 11246 as amended (contracts in excess of $10,000); Title VI of the U.S. Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d et seq.), the Fair Labor Standards Act (29 U.S.C Section 201 et seq); the Americans with Disabilities Act, as applicable (P.L. 101-336, 42 U.S.C. 12101-12213), Section 504 of the Rehabilitation Act of 1975, as amended (29 U.S.C. 794), and the Age Discrimination Act of 1975 as amended (42 U.S.C. Section 6101 et seq.). The Contractor will furnish all information and reports requested by the State of Iowa or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Iowa to investigate compliance with these rules and regulations.

4. **Certification Regarding Government-Wide Restriction on Lobbying**

The Contractor certifies, to the best of his or her knowledge and belief, that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Federal Lobbying", in accordance with its instruction.

c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and ontracts under grants, loans, and cooperative agreements), and that all sub-Contractors shall certify and disclose accordingly.

d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5. **Program Nondiscrimination**

The Contractor shall conform with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), HUD regulations issued pursuant thereto contained in 24 CFR Part 1, and the Iowa Civil Rights Act of 1965 as amended. No person in the United States shall on the basis of race, creed, color, religion, sex, national origin, age, disability (physical or mental), political affiliation, sexual orientation, gender identity, or citizenship be excluded from participation in, be denied the benefits of, or be subjected to discrimination under

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any program or Work funded in whole or in part with funds made available through this Contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act, as applicable (P.L. 101-336 42 U.S.C. 1201-12213), or Section 504 of the Rehabilitation Act of 1975 (29 U.S.C. Section 794) shall also apply to such program or Work.

6. **Fair Housing**

The Contractor shall comply with Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), generally known as the Fair Housing Act, and with HUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The Contractor shall also comply with Section 109, Title I, of the Housing and Community Development Act of 1974, as amended.

7. **Section 3**

The Contractor shall comply with the provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

8. **Noncompliance with Civil Rights Laws**

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any aforesaid rules, regulations, or requests, this Contract may be cancelled, terminated, or suspended, either wholly or in part. Tin addition, the State of Iowa may take further action, imposing other sanctions and invoking additional remedies as provided by the Iowa Civil Rights Act of 1965 (Chapter 216, Code of Iowa) or as otherwise provide by law.

9. **Inclusion in Subcontracts**

The Contractor will include the provisions of the preceding paragraphs 1-8 (Civil Rights) in every subcontract unless exempt by the State of Iowa, and said provisions will be binding on each subcontractor. The Contractor will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in or is threatened by litigation with a subcontractor or vendor as a result of such direction by the State of Iowa, the Contractor may request the State of Iowa enter into such litigation to protect the interests of the State of Iowa.

<u>Flood Insurance Requirements</u>

The following requirements shall apply to this Contract:

1. No funds under this Contract may be used for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any times has received federal flood disaster assistance that was conditional on the person having first obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property.

2. In the event of a transfer of any property assisted under this Contract for which the owner is required to obtain flood insurance as set forth herein, the following shall apply:
    a. The transferor shall, not later than the date on which such transfer occurs, notify the transferee in writing of ANY requirements to (A) obtain flood insurance in accordance with applicable Federal law with respect to such property, if the property is not so insured as of the date on which such property is transferred; and (B) maintain flood insurance in accordance with

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applicable Federal law, which written notification shall be contained in the deed or other document evidencing the transfer of ownership of the property.

b. If the transferor of such property fails to provide notice as described in this subsection and, subsequent to the transfer of such property (A) the transferee fails to obtain or maintain flood insurance in accordance with applicable Federal law with respect to such property; (B) such property is damaged by a flood disaster; and (C) federal disaster relief assistance is provided or the repair, replacement, or restoration of such property as a result of such damage, then the transferor shall be required to reimburse the Federal Government in an amount equal to the amount of federal disaster assistance provided with respect to such property.

c. The notification requirements of this section apply to personal, commercial, or residential property for which federal disaster relief assistance was made available in a flood disaster area where assistance has been provided, prior to the date on which the property is transferred, for repair, replacement, or restoration of such property, if such assistance was conditioned upon obtaining flood insurance in accordance with applicable federal law with respect to such property.

3. For the purposes of this section, the term "Federal disaster relief assistance" applies to HUD or other federal assistance in "flood disaster areas". The term "flood disaster area" has the meaning given to such term in Section 582(d)(2) of the National Flood Insurance Reform Act of 1994, as amended, and includes an area receiving a presidential declaration of a major disaster or emergency as a result of flood conditions.

Prohibition on Use of Funds

The funds under this Contract shall not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency or the Army Corps of Engineers.

Duplication of Benefits

42 U.S.C. 5155 provides that any federal agency administering any program providing financial assistance to persons, business concerns, or other entities suffering losses as a result of a major disaster or emergency, shall assure that no such person, business concern, or any other entity will receive such assistance with respect to any part of such loss as to which it has received financial assistance under any other federal program or from insurance or any other source ("the Duplication of Benefits" rules). The Contractor commits to comply with the Duplication of Benefits Rules and report any information with respect to the Duplication of Benefits rules to the Iowa Economic Development Authority as a condition to disbursements under this Contract.

Disaster Recovery Requirement

Use of all funds pursuant to this Contract shall be for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization in areas covered by the declaration of major disaster in which CDBG-DR funds were made available by Congress. This Project shall be in one or more counties in the State of Iowa for which the disaster was declared.

Subrecipient acknowledges receipt of Additional CDBG-DR Program conditions on this ____ day of _____, 2025.

By: _____

Fed.I.D.#: _____

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Exhibit E
Federal Labor Standards

Federal Labor Standards provided on following pages. The Project shall be not be exempt from Federal Labor Standards on the construction of the single-family housing units. No units shall be maintained for rental, cooperatives or condominiums.

By: _____

Date: _____

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Exhibit F
Section 3

SECTION 3 CLAUSE

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

By: _____

Date: _____

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Exhibit F
Approved CDBG-DR Budget

City of Council Bluffs Updated CDBG-DR Budget

Grant Revenue	Per Unit Cost	Quantity	CDBG-DR Grant	Local Match	Total Cost	Local Match Source
Infrastructure	6,760	40	270,411	1,911,452	2,181,863	CDBG Entitlement, EDI Grant, HDP
Housing Construction Offset	125,000	40	5,000,000	7,000,000	12,000,000	Developer Loan
Mitigation	5,077	40	203,090	-	203,090	
Down Payment Assistance	35,000	40	1,400,000	-	1,400,000	
Subtotal	**$ 171,838**		**$ 6,873,501**	**$ 8,911,452**	**$15,784,953**	

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Exhibit G
Developer Proposed Housing Construction Budget
(Per 4-Unit Building)

Provided after submission.

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RESOLUTION NO. 25-219

RESOLUTION APPROVING MINIMUM DEVELOPMENT REQUIREMENTS, COMPETITIVE CRITERIA, AND PROCEDURES FOR DISPOSITION OF CERTAIN CITY OWNED PROPERTY ALONG EAST MANAWA DRIVE; AND SOLICITING PROPOSALS IN ACCORDANCE WITH THE REQUEST FOR QUALIFICATIONS AND SETTING A PUBLIC HEARING FOR OCTOBER 6, 2025 TO ACCEPT PROPOSALS.

WHEREAS, in 2022, the City purchased 93.17 acres along East Manawa Drive in order to create a new residential subdivision to increase the housing stock of Council Bluffs; and

WHEREAS, the City plans to create an Urban Renewal Area on the city-owned land; and

WHEREAS, the City wishes to procure a developer or builder for the first phase of the project to create 40 housing units in conjunction with the State of Iowa Economic Development Authority CDBG-DR Single Family Housing Production and Down Payment Assistance Program; and

WHEREAS, the City must secure a developer or builder to commit to the construction of the new single-family housing units; and

WHEREAS, the release of the Request for Qualifications shall set forth the minimum requirements for proposals to develop Phase I and evaluation criteria for such proposals; 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 and all developers interested in submitting a proposal to compete for the sale and redevelopment of the project must submit a proposal meeting the requirements set forth in the Request for Proposal and set forth herein; and

WHEREAS, To give full and fair opportunity for developers interested in submitting a proposal for the sale and redevelopment of the project, this Council should by this Resolution:

1. Approve the minimum requirements for developers/builders.
2. 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.
3. Approve and direct publication of a notice to advise any would-be bidders of the opportunity to compete for the sale of the project on the terms and conditions set forth herein.

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

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

1. The Development Property offered for sale and redevelopment in accordance with the terms and conditions contained in this Resolution, the Plan, and the Request for Proposals is generally located on the southerly portion of the City-owned property from Mohawk Street to East Manawa Drive, now known as Mallard Street.

2. It is hereby determined that the requirements set forth in the Request for Qualifications shall be considered the minimum development requirements, which requires that each proposal must include and provide for the developer's purchase of the Project at not less than the fair value for use in accordance with the Plan, and include the following information:

    a. Cover Page – Summary of qualifications. Include relevant contact information.

    b. Developer Experience – Provide a listing of previous projects completed, especially with regard to projects that are relevant to the proposed development including size and nature.

    c. Staff and Capacity – Provide a list of all individuals and firms that will work on the project including technical providers and subcontractors. Include resumes of key and technical staff.

    d. Federal and State Program Experience – Provide firms past experience with federally funded projects including Community Development Block Grant and State of Iowa grant management and federal requirements relating to Davis-Bacon Prevailing Wages and Section 3 Businesses.

    e. National Green Building Standard – Provide firms experience with National Green Building Standard (NGBS) and related projects.

    f. Financial Security – Provide confirmation financing can be secured with necessary documentation. A minimum of a pre-approval letter from the financial institution is require with narrative outlining the level of financing and justification it is sufficient to meet the needs of the project. Narrative shall also include a timeline for loan issuance. A pre-qualification letter shall not be sufficient.

    g. Project Timeline and Budget – A timeline for the project design, bidding, construction and occupancy. Firm will be evaluated on ability to complete project in a timely manner and within budgetary constraints.

    h. SAM.gov Registration – Must be registered in SAM.gov and show not on debarred list.

3. It is hereby determined that the evaluation criteria set forth in the Request for Qualifications shall constitute the competitive criteria by which any proposals submitted shall be evaluated, which includes the following criteria:

    a. <u>Developer's Experience and Capacity (70%)</u>: The makeup/description of the developer's project team. The preferred developer will have significant experience in the construction residential development. The names of individuals involved and the roles they will perform must be listed. Provide a description of the qualifications and experience of the

specific individuals who will be involved in the work described in this RFP, including staff and other professionals. Developers and builders are encouraged to partner together.

b. Financial Security (15%): Firms shall be required to quantify the level of financial commitment from their lending institution. A minimum of a pre-approval letter is required with a timeline for full financing security.

c. Timeline, Budgetary Compliance and Unit Count (15%): The number of units the developer is able to construct during the allotted timeline and within the budgetary constraints of the program. Preference will be giving to developers/builders that can commit to at least 20 or more units.

4. The City Clerk is authorized and directed to secure immediate publication of the text of this Resolution in the NonPareil, a newspaper having general circulation in the community.

5. Proposals for the purchase of the Development Property must be received by the City's electronic submission system at https://cbiabids.ionwave.net/ on or before 4:00 P.M. on September 26, 2025. Said proposals must be electronically submitted in accordance with the instructions set forth in the Request for Proposals. The Community Development Director, or his designee, is hereby authorized and directed to make a preliminary analysis of each such proposal for compliance with the minimum requirements established by this Resolution and by the Request for Proposals, and to advise the Council with respect thereto.

6. Proposals meeting the minimum requirements will then be presented to the City Council at 7:00 P.M. on October 6, 2025, at its meeting to be held in the Council Chambers, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503. 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.

7. The minimum development requirements, competitive criteria, and procedures set forth in this Resolution and in the Request for Proposals are hereby determined to be "reasonable competitive bidding procedures" in substantial conformance with the provisions of Iowa Code Section 403.8. If there is any discrepancy between this Resolution and the Request for Qualifications, the more detailed Request for Proposal shall control.

8. In the event qualified proposals are timely submitted and the City Council accepts a proposal, the City will file or publish notice of the intent of the City of Council Bluffs, Iowa to accept a proposal, to the extent required by law.

PASSED AND APPROVED this 25h of August 2025.

_____

Matthew J. Walsh, Mayor

ATTEST:

_____

Jodi Quakenbush, City Clerk

CBPD ALCOHOL PERMIT RENEWAL REVIEW

	ESTABLISHMENT	ADDRESS	OWNER	RENEWAL DATE
1.	Aldi #74	3135 Manawa Center Dr		
2.	Big Al's	2700 2nd Ave		
3.	Council Bluffs Travel Center - TA	3210 S 7th		
4.	Hu Hot Mongolian Grill	3120 Manawa Center Dr		
5.	Hy Vee Fast and Fresh #1	21 S 25th		
6.	Jonesy's Taco House	1117 16th Ave		
7.	The Quarthouse	107 Pearl		

	CITATIONS	CFS*	NEXUS*	GREEN*	YELLOW*	RED*
1.	0	12	12		X	
2.	0	2	2		X	
3.	0	20	44		X	
4.	0	2	1	X		
5.	0	18	26		X	
6.	0	5	1	X		
7.	0	1	4		X	

*CFS - Calls in the area, establishment mentioned

*Nexus - Calls originated at establishment

*Green - No issues

*Yellow - Minor issues

*Red - Major issues

COMMENTS

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

SIGNATURE Mark Galvan

CBPD ALCOHOL PERMIT RENEWAL REVIEW

	ESTABLISHMENT	ADDRESS	OWNER	RENEWAL DATE
1.	Primos Mexican Restaurant	930 5th Ave		
2.	The Hub Patio	7 S 4th St		
3.				
4.				
5.				
6.				
7.				

	CITATIONS	CFS*	NEXUS*	GREEN*	YELLOW*	RED*
1.	0	3	3	X		
2.	0	17	8	X		
3.						
4.						
5.						
6.						
7.						

*CFS - Calls in the area, establishment mentioned

*Nexus - Calls originated at establishment

*Green - No issues

*Yellow - Minor issues

*Red - Major issues

COMMENTS

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

SIGNATURE Mark Galvan

ALDI #74- LG0001053

Premise Street : 3135 Manawa Centre Drive

Application Number : App-227543

Class B Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-10-26	2026-10-25	Submitted to Local Authority

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $ _____

FIRE _____ Endorsed _____

BUILDING B _____ Issued 10-26-2025

ZONING _____ Expires 10-25-2025

Council 8-25-2025

Tue 8/19/2025 10:56 AM

Amanda Kopera

Liquor Licenses - Tentative 8/25/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Gentleman,

Here are the renewals that will be on the next agenda if you could please review so that I can add to the agenda by tomorrow. Thank you!

1. ALDI #74 — 3135 Manawa Centre Dr. – RENEWAL
2. Big Al's — 2700 2nd Ave. – RENEWAL
3. Council Bluffs TravelCenter, — 3210 S. 7th St. – RENEWAL
4. Huhot Mongolian Grill, — 3120 Manawa Center Dr. – RENEWAL
5. Hy-Vee Fast & Fresh #1, — 21 S. 25th St. – RENEWAL
6. Jonesy's Taco House, — 1117 16th Ave. – RENEWAL
7. Quarthouse, The — 107 Pearl St.– RENEWAL
8. Primos Mexican Restaurant — 930 5th Ave. – RENEWAL
9. The Hub Patio — 7 S 4th St. – RENEWAL

Liquor Licenses - Tentative 8/25/25 Agenda

File Message Insert Options Format Text Review Foxit PDF

This message was sent on 8/19/2025 10:56 AM.
Reply Totals: Approve 2; Reject 0

Recipient	Response
Alex Ford	Approve: 8/19/2025 10:58 AM
Christopher Gibbons	Approve: 8/19/2025 11:26 AM
Mark Galvan	
Rodney Schultz	

Big Al's- LC0047633

Premise Street : 2700 2nd Avenue

Class C Retail Alcohol License

Application Number : App-227609

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-09-25	2026-09-24	Submitted to Local Authority

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $ _____

FIRE _____ Endorsed _____

BUILDING IS Issued 9-25-2025

ZONING _____ Expires 9-24-2025

Council 8-25-2025

Tue 8/19/2025 10:56 AM

Amanda Kopera

Liquor Licenses - Tentative 8/25/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Gentleman,

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1. ALDI #74 — 3135 Manawa Centre Dr. – RENEWAL
2. Big Al's — 2700 2nd Ave. – RENEWAL
3. Council Bluffs TravelCenter, — 3210 S. 7th St. – RENEWAL
4. Huhot Mongolian Grill, — 3120 Manawa Center Dr. – RENEWAL
5. Hy-Vee Fast & Fresh #1, — 21 S. 25th St. – RENEWAL
6. Jonesy's Taco House, — 1117 16th Ave. – RENEWAL
7. Quarthouse, The — 107 Pearl St.– RENEWAL
8. Primos Mexican Restaurant — 930 5th Ave. – RENEWAL
9. The Hub Patio — 7 S 4th St. – RENEWAL

Liquor Licenses - Tentative 8/25/25 Agenda

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Recipient	Response
Alex Ford	Approve: 8/19/2025 10:58 AM
Christopher Gibbons	Approve: 8/19/2025 11:26 AM
Mark Galvan	
Rodney Schultz	

Council Bluffs TravelCenter- LG0000999

Premise Street : 3210 South 7th Street

Application Number : App-226370

Class B Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-10-10	2026-10-09	Submitted to Local Authority

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $ _____

FIRE _____ Endorsed _____

BUILDING IB Issued 10-10-2025

ZONING _____ Expires 10-9-2026

Council 8-25-2025

Tue 8/19/2025 10:56 AM

Amanda Kopera

Liquor Licenses - Tentative 8/25/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Gentleman,

Here are the renewals that will be on the next agenda if you could please review so that I can add to the agenda by tomorrow. Thank you!

1. ALDI #74 — 3135 Manawa Centre Dr. – RENEWAL
2. Big Al's — 2700 2nd Ave. – RENEWAL
3. Council Bluffs TravelCenter, — 3210 S. 7th St. – RENEWAL
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8. Primos Mexican Restaurant — 930 5th Ave. – RENEWAL
9. The Hub Patio — 7 S 4th St. – RENEWAL

Liquor Licenses - Tentative 8/25/25 Agenda

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Alex Ford	Approve: 8/19/2025 10:58 AM
Christopher Gibbons	Approve: 8/19/2025 11:26 AM
Mark Galvan	
Rodney Schultz	

Huhot Mongolian Grill- BW0092509

Premise Street : 3120 Manawa Center Dr.

Special Class C Retail Alcohol License

Application Number : App-226365

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-09-26	2026-09-25	Submitted to Local Authority

■ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE		Local Amt	$
FIRE		Endorsed	
BUILDING	RS	Issued	9-26-2025
ZONING		Expires	9-25-2026
		Council	8-25-2025

Tue 8/19/2025 10:56 AM

Amanda Kopera

Liquor Licenses - Tentative 8/25/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Gentleman,

Here are the renewals that will be on the next agenda if you could please review so that I can add to the agenda by tomorrow. Thank you!

1. ALDI #74 — 3135 Manawa Centre Dr. – RENEWAL
2. Big Al's — 2700 2nd Ave. – RENEWAL
3. Council Bluffs TravelCenter, — 3210 S. 7th St. – RENEWAL
4. Huhot Mongolian Grill, — 3120 Manawa Center Dr. – RENEWAL
5. Hy-Vee Fast & Fresh #1, — 21 S. 25th St. – RENEWAL
6. Jonesy's Taco House, — 1117 16th Ave. – RENEWAL
7. Quarthouse, The — 107 Pearl St.– RENEWAL
8. Primos Mexican Restaurant — 930 5th Ave. – RENEWAL
9. The Hub Patio — 7 S 4th St. – RENEWAL

Liquor Licenses - Tentative 8/25/25 Agenda

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Reply Totals: Approve 2; Reject 0

Recipient	Response
Alex Ford	Approve: 8/19/2025 10:58 AM
Christopher Gibbons	Approve: 8/19/2025 11:26 AM
Mark Galvan	
Rodney Schultz	

Hy-Vee Fast & Fresh #1- LG0000995

Premise Street : 21 South 25th Street

Application Number : App-226844

Class B Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Amendment	2024-10-15	2025-10-14	Submitted to Local Authority

License Length	Local Authority	Dramshop	Corporation Name
12 Month	City of Council Bluffs		HY-VEE, INC.

Privileges and Sub Permits	Licensee Consented for Automatic Renewal	Amendment Type

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $ _____

FIRE _____ Endorsed _____

BUILDING _____ Issued _____

ZONING _____ Expires _____

Council _____

Jonesy's Taco House- LC0035603

Premise Street : 1117 16 Ave

Application Number : App-226563

Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-08-22	2026-08-21	Pending Dramshop Review

■ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $ _____

FIRE _____ Endorsed _____

BUILDING RS Issued 8-22-2025

ZONING _____ Expires 8-21-2026

Council 8-25-2025

Tue 8/19/2025 10:56 AM

Amanda Kopera

Liquor Licenses - Tentative 8/25/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

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7. Quarthouse, The — 107 Pearl St.– RENEWAL
8. Primos Mexican Restaurant — 930 5th Ave. – RENEWAL
9. The Hub Patio — 7 S 4th St. – RENEWAL

Liquor Licenses - Tentative 8/25/25 Agenda

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Recipient	Response
Alex Ford	Approve: 8/19/2025 10:58 AM
Christopher Gibbons	Approve: 8/19/2025 11:26 AM
Mark Galvan	
Rodney Schultz	

Quarthouse, The- LC0030137
Premise Street : 107 Pearl St

Class C Retail Alcohol License

Application Number : App-226438

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-08-31	2026-08-30	Pending Dramshop Review

■ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE		Local Amt	$
FIRE		Endorsed	
BUILDING	15	Issued	8-31-2025
ZONING		Expires	8-30-2026
		Council	8-25-2025

Tue 8/19/2025 10:56 AM

Amanda Kopera

Liquor Licenses - Tentative 8/25/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Gentleman,

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8. Primos Mexican Restaurant — 930 5th Ave. – RENEWAL
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Liquor Licenses - Tentative 8/25/25 Agenda

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Reply Totals: Approve 2; Reject 0

Recipient	Response
Alex Ford	Approve: 8/19/2025 10:58 AM
Christopher Gibbons	Approve: 8/19/2025 11:26 AM
Mark Galvan	
Rodney Schultz	

Primos Mexican Restaurant- LC0045865

Premise Street : 930 5th Ave

Application Number : App-226942

Class C Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-09-10	2026-09-09	Pending Dramshop Review

■ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $ _____

FIRE _____ Endorsed _____

BUILDING RS Issued 9/10/2025

ZONING _____ Expires 9/9/2026

Council 8/25/2025

Tue 8/19/2025 10:56 AM

Amanda Kopera

Liquor Licenses - Tentative 8/25/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

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7. Quarthouse, The — 107 Pearl St.– RENEWAL
8. Primos Mexican Restaurant — 930 5th Ave. – RENEWAL
9. The Hub Patio — 7 S 4th St. – RENEWAL

Liquor Licenses - Tentative 8/25/25 Agenda

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Reply Totals: Approve 2; Reject 0

Recipient	Response
Alex Ford	Approve: 8/19/2025 10:58 AM
Christopher Gibbons	Approve: 8/19/2025 11:26 AM
Mark Galvan	
Rodney Schultz	

THE HUB PATIO- LC0051593

Premise Street : 7 South 4th Street

Class C Retail Alcohol License

Application Number : App-226937

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
Renewal	2025-09-01	2026-08-31	Pending Dramshop Review

☒ RENEWAL ☐ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt $ _____

FIRE _____ Endorsed _____

BUILDING RS Issued 9/1/2025

ZONING _____ Expires 8/31/2026

Council 8/25/2025

Tue 8/19/2025 10:56 AM

Amanda Kopera

Liquor Licenses - Tentative 8/25/25 Agenda

To Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz

Gentleman,

Here are the renewals that will be on the next agenda if you could please review so that I can add to the agenda by tomorrow. Thank you!

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3. Council Bluffs TravelCenter, — 3210 S. 7th St. – RENEWAL
4. Huhot Mongolian Grill, — 3120 Manawa Center Dr. – RENEWAL
5. Hy-Vee Fast & Fresh #1, — 21 S. 25th St. – RENEWAL
6. Jonesy's Taco House, — 1117 16th Ave. – RENEWAL
7. Quarthouse, The — 107 Pearl St.– RENEWAL
8. Primos Mexican Restaurant — 930 5th Ave. – RENEWAL
9. The Hub Patio — 7 S 4th St. – RENEWAL

Liquor Licenses - Tentative 8/25/25 Agenda

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This message was sent on 8/19/2025 10:56 AM.
Reply Totals: Approve 2; Reject 0

Recipient	Response
Alex Ford	Approve: 8/19/2025 10:58 AM
Christopher Gibbons	Approve: 8/19/2025 11:26 AM
Mark Galvan	
Rodney Schultz	

TOBACCO HUT

Premise Street : 3134 MANAWA CENTRE DR

Application Number : App-225413

Class E Retail Alcohol License

Application Type	Tentative Effective Date	Tentative Expiration Date	Application Status
New	2025-07-15	2026-07-14	Submitted to Local Authority

STILL NEED

- [x] Deed/Lease
- [x] Sketch
- [ ] ~~Notary page~~
- [x] Background Info Sheet
- [x] State criminal history record check

☐ RENEWAL ☑ NEW ☐ SPECIAL EVENT

POLICE _____ Local Amt Ø

FIRE _____ Endorsed _____

BUILDING RJ Issued _____

ZONING _____ Expires _____

Council 8-20-25

- Emailed 7/24/25

From: Amanda Kopera
Sent: Thursday, July 31, 2025 4:54 PM
To: Alex Ford; Christopher Gibbons; Mark Galvan; Rodney Schultz
Subject: Liquor Licenses: Tentative 8/11 Agenda

Gentlemen,
Please review renewals that will be on the next agenda. Let me know if you have any questions or comments.
Mark – Please provide CFS.

1. Bucksnort Grill and Sports Bar, 25 Scott St. – Renewal
2. Horseshoe Casino, 2701 23rd Ave. – Renewal
3. La Mesa Mexican Restaurant, 3036 S. Expressway – Renewal
4. Lipstix, 1501 N. 16th St. – Renewal
5. Mega Saver, 3540 W. Broadway – Renewal
6. Sam's Club #6472, 3221 Manawa Centre Dr. – Renewal
7. Tobacco Hut, 3134 Manawa Centre Dr. – NEW (New owners)
8. Village Inn, 1906 Rue St. – Renewal

Liquor Licenses: Tentative 8/11 Agenda...

File Message Insert Options Format Text Review Foxit PDF

This message was sent on 7/31/2025 4:54 PM.
Reply Totals: Approve 3; Reject 0

Recipient	Response
Alex Ford	Approve: 8/1/2025 7:14 AM
Christopher Gibbons	Approve: 7/31/2025 5:03 PM
Mark Galvan	Approve: 8/4/2025 4:51 PM
Rodney Schultz	